

**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 3, 2014
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 amended minutes of the City Council meeting of October 06, 2014 and minutes of the City Council meeting of October 20, 2014.
 - 2-B. Authorization to read ordinances and resolutions by title only.
 - 2-C. Approval of Resolution No. 2757 Honoring Richard Garcia.
3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated November 3, 2014. (Ruiz-Nuñez)
4. **PRESENTATIONS** - None
5. **PUBLIC HEARINGS**
 - 5-A. Continuation of public hearing to obtain comments and consider certification of the Initial Study/Mitigated Negative Declaration for the General Plan Enhancement Project and Zoning Code Update and approval of Resolution No. 2756 adopting the General Plan Enhancement, General Plan Appendices, and the Zoning Code Update. (Meik) (VV)
 - A. Open Public hearing
 - B. Staff Report
 - C. Accept written testimony
 - D. Accept oral testimony
 - E. Close/continue hearing
 - F. City Council discussion
 - G. By motion, approve/approve with changes/deny.
6. **WRITTEN COMMUNICATIONS**
 - 6-A. Consider approval of Christmas Tree Committee to place Christmas Tree downtown. (Meik) (VV)
7. **STAFF REPORTS**
 - 7-A. Consider approval of Resolution No. 2758 accepting the Public Improvements work known as Tract #857 The Sequoias (Pheasant Ridge) – Phase No. 1 Corcoran, California, completed by JJR Management Services. (Kroeker) (VV)
 - 7-B. Consider contract with NHA Advisors. (Meik) (VV)
 - 7-C. Consider proposed lease agreement between the City of Corcoran and PhytoGen Cotton Seed, LLC/Tim Anderson. (Kroeker) (VV)
 - 7-D. Consider proposed lease agreement between the City of Corcoran and Jackson Weaver. (Kroeker) (VV)
 - 7-E. Discuss vacant position on Kings County Commission on Aging Council. (Meik)
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**
 - 9-A. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – Deciding whether or not basis exists for closed-session for anticipated litigation (Government Code § 54956.9(d)(3)).

9-B. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – Deciding whether or not basis exists for closed-session for anticipated litigation (Government Code § 54956.9(d)(3)).

9-C. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).

Parties, case/claim no. ___ KCSC Case No. 13-C-0289 _____

Case name unspecified because of jeopardy to settlement negotiations or service of process.

9-D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S) (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property Description (Specify street address, or if no street address, the parcel number or other unique reference): ___ Rule 20A Underground Credits _____

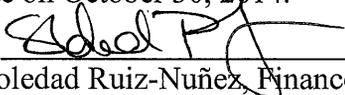
Our Negotiator: ___ Kindon Meik, City Manager _____

Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment.

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 30, 2014.



Soledad Ruiz-Nuñez, Finance Director

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
October 6, 2014**

The regular session of the Corcoran City Council was called to order by Mayor Wadsworth, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 6:00 P.M.

ROLL CALL

Councilmembers present: Mark Cartwright, Sidonio Palmerin, Raymond Lerma, Jerry Robertson (arrived at 6:01 p.m.), and Jim Wadsworth

Councilmembers absent: None

Staff present: Moses Diaz, Steve Kroeker, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy, and Kevin Tromborg

Press present: Jeanette Todd, "The Corcoran Journal"; Seth Nidever, "The Hanford Sentinel"

INVOCATION

Invocation was presented by Cartwright.

FLAG SALUTE

The flag salute was led by Wadsworth

1. PUBLIC DISCUSSION – None

2. CONSENT CALENDAR

Following Council discussion a **motion** was made by Cartwright and seconded by Palmerin to approve the consent calendar. Motion carried by the following vote:

AYES: Members: Cartwright, Palmerin, Lerma, Robertson, and Wadsworth
NOES: None
ABSENT: None

2-A. Approval of Minutes of the regular meeting on September 15, 2014.

2-B. Authorization to read ordinances and resolutions by title only.

2-C. Approval of Ordinance No. 621, enacting restrictions on marijuana dispensaries, mobile dispensaries, cooperatives, collectives, and cultivation.

3. APPROPRIATIONS

Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to approve the Warrant Register dated October 6, 2014. Motion carried by the following vote:

AYES: Members: Cartwright, Palmerin, Lerma, Robertson, and Wadsworth
NOES: None
ABSENT: None

4. PRESENTATIONS – None

- 5. **PUBLIC HEARINGS** – None
- 6. **WRITTEN COMMUNICATIONS** – None
- 7. **STAFF REPORTS**

7-A. Staff provided information to the Council regarding Oversight Board action on ROPS 14-15B and the Successor Agency Long Range Property Management Plan. Information only.

7-B. Following Council discussion a **motion** was made by Robertson and seconded by Lerma to award Corcoran Transit Division’s Bus Wash Facility to Dayco Construction Inc. in the amount of \$774,863.00 including base bid and alternate. Motion carried by the following vote:

AYES: Members: Cartwright, Palmerin, Lerma, Robertson, and Wadsworth
NOES: None
ABSENT: None

7-C. Staff provided an update on existing city wells noting that Well #7 is being repaired and other wells are pumping at lower levels resulting in issues with testing. Additionally, with the ongoing drought and the high demand for new wells, well drilling companies are already contracted into the second half of 2015. Because of the urgency to ensure that the City is able to provide sufficient water in upcoming years, the Council identified the drilling of the new well as an emergency item and agreed to act on that portion of the well project. All other aspects of the project will be subject to the normal bidding process. Following Council discussion a **motion** was made by Cartwright and seconded by Lerma to approve the agreement between the City of Corcoran and Zim Irrigation for the drilling of a new deep water. Motion carried by the following vote:

AYES: Members: Cartwright, Palmerin, Lerma, Robertson, and Wadsworth
NOES: None
ABSENT: None

7-D. Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to authorize the City Engineer to prepare a report on Water Treatment Plant upgrades. Motion carried by the following vote:

AYES: Members: Cartwright, Palmerin, Lerma, Robertson, and Wadsworth
NOES: None
ABSENT: None

7-E. Staff provided information to the Council regarding American Cell Towers Corporation sublease of tower space to T-Mobile. Council provided direction to staff to allow the sublease of tower space.

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Council received information items.
 - 1. Council was informed about Solar Project at RAC.
 - 2. Council was informed about the City’s Online Utility Payments.
- 8-B. Staff received referral items.
- 8-C. Committee reports.

9. **CLOSED SESSION**

At 6:51 p.m. Council recessed to closed session pursuant to:

9-A. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

Significant exposure to litigation (Government Code § 54956.9(d)(2)).

Number of potential cases is: 1 .

Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e)(2)) : _____

The regular meeting was reconvened at 7:21 p.m. Mayor Wadsworth reported direction provided on items 9-A.

ADJOURNMENT

7:22 P.M.

Mayor

Acting City Clerk

APPROVED DATE: _____

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
October 20, 2014**

The regular session of the Corcoran City Council was called to order by Mayor Wadsworth, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 6:00 P.M.

ROLL CALL

Councilmembers present: Sidonio Palmerin, Raymond Lerma, and Jim Wadsworth
Councilmembers absent: Mark Cartwright, and Jerry Robertson
Staff present: Moses Diaz, Steve Kroeker, Kindon Meik, Soledad Ruiz-Nuñez, and Kevin Tromborg
Press present: The Corcoran Journal

INVOCATION

Invocation was presented by Palmerin.

FLAG SALUTE

The flag salute was led by Lerma.

1. PUBLIC DISCUSSION

Rick Burnias expressed frustration following various attempts to contact City Staff at City Hall via telephone. Mr. Burnias requested that the automated phone system be updated to make it easier for residents to contact Staff.

2. CONSENT CALENDAR

Request by Wadsworth to remove Item 2-A for discussion. Following Council discussion a **motion** was made by Lerma and seconded by Palmerin to approve the consent calendar.

Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth

NOES: None

ABSENT: Members: Cartwright and Robertson

2-B. Authorization to read ordinances and resolutions by title only.

At this time Council moved to Item 2-A.

2-A. Following Council discussion a **motion** was made by Palmerin and seconded by Lerma to table the Minutes of the regular meeting on October 6, 2014 to a future meeting with a request that Staff provide more information on the minutes relating to item 7-C.

Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth

NOES: None

ABSENT: Members: Cartwright and Robertson

3. APPROPRIATIONS

Following Council discussion a **motion** was made by Palmerin and seconded by Lerma to approve the Warrant Register dated October 20, 2014. Lerma abstained from voting on the Warrant made payable to Raymond Lerma in the amount of \$460.20. Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth

NOES: None
ABSENT: Members: Cartwright and Robertson

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS**

5-A. The public hearing to obtain comments and receive testimony regarding certification of the initial Study/Mitigated Negative Declaration for the General Plan Enhancement Project and Zoning Code Update and approve Resolution No. 2756 adopting the General Plan Enhancement and Zoning Code Update was declared open at 6:12 p.m. Meik presented the staff report. There being no written or oral testimony, at 6:17 p.m. the hearing was declared to continue at a future meeting. Following Council discussion, a **motion** was made by Wadsworth and seconded by Lerma to continue the public hearing at the next meeting to allow input from all council members. Public hearing regarding certification of the Initial Study/Mitigated Negative Declaration for the General Plan Enhancement Project and Zoning Code Update and approval of Resolution No. 2756 adopting the General Plan Enhancement and Zoning Code Update continued until November 3, 2014. Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth
NOES: None
ABSENT: Members: Cartwright and Robertson

6. **WRITTEN COMMUNICATIONS**

6-A. Following Council discussion a **motion** was made by Palmerin and seconded by Lerma to accept the resignation of Planning Commissioner Richard Garcia and directed staff to advertise the unscheduled vacancy for the remaining portion of the term due to expire December 31, 2016; further directed staff to prepare a Resolution for future presentation. Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth
NOES: None
ABSENT: Members: Cartwright and Robertson

7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made by Lerma and seconded by Palmerin to authorize installation of wireless access points (Wi-Fi) at designated City Hall buildings. Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth
NOES: None
ABSENT: Members: Cartwright and Robertson

7-B. Following Council discussion a **motion** was made by Palmerin and seconded by Lerma to continue with meetings as previously scheduled through the Holiday season. Motion carried by the following vote:

AYES: Members: Palmerin, Lerma, and Wadsworth
NOES: None
ABSENT: Members: Cartwright and Robertson

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Council received information items.

1. Council received update regarding Online Utility Payments.
2. Council was informed about CalHome Grant.

8-B. Staff received referral items.

8-C. Committee reports.

9. **CLOSED SESSION** - None
ADJOURNMENT

6:31 P.M.

Acting City Clerk

Mayor

APPROVED DATE: _____

City of

CORCORAN

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 27, 2014 **MEETING DATE:** November 3, 2014

SUBJECT: Approval of Resolution No. 2757 Honoring Richard Garcia.

Recommendation: (Consensus)

Move to approve as part of the Consent Calendar Resolution No. 2757 honoring Richard Garcia.

Discussion:

At the last council meeting held on October 20, 2014, council accepted the resignation of Planning Commissioner Richard Garcia. Staff was directed and has prepared a resolution honoring Mr. Garcia for his service to the community. The resolution is attached.

Budget Impact:

None

Attachment:

Resolution No. 2757

RESOLUTION NO. 2757

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORCORAN
HONORING RICHARD GARCIA**

WHEREAS, Richard Garcia was appointed to the Corcoran Planning Commission in June of 1999; and,

WHEREAS, Richard has served diligently on the Planning Commission for fifteen years and during that time provided valuable insight on the General Plan update in 2005 and the General Plan Enhancement in 2014; and,

WHEREAS, while as a Planning Commissioner, Richard studied the issues, promoted growth, and was a strong voice in the implementation of sound planning principles in Corcoran; and,

WHEREAS, this seems a fitting time to honor and thank him for his efforts on behalf of the City of Corcoran.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran hereby honors

RICHARD GARCIA

and expresses its gratitude and appreciation for his leadership, professionalism and outstanding contribution as Planning Commissioner during his tenure.

PASSED AND ADOPTED at a regular meeting of the Corcoran City Council held on the 3rd day of November, 2014.

Jim Wadsworth, Mayor

ATTEST:

Kindon Meik, Acting City Clerk

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 10/28/2014 - 11:24AM
Warrant Request Date: 11/03/2014
DAC Fund:

Batch: 00501.11.2014 - 11/01/2014 Warrant Register

Line	Claimant	Voucher No.	Amount
1	5.11 Inc	000056819	194.77
2	Amtrak	000056821	118.00
3	Amtrak	000056822	2,215.00
4	Amtrak	000056823	1,300.00
5	Amtrak	000056820	2,215.00
6	Anthem Blue Cross	000056824	54,512.08
7	ASI Administrative Solutions, Inc	000056825	78.10
8	Auto Zone, Inc.	000056826	59.17
9	Chemical Waste Management Inc	000056827	2,312.87
10	CHS ASB	000056828	480.00
11	CHS Cross Country	000056829	150.00
12	Comcast	000056830	387.93
13	Corcoran Irrigation District	000056835	137.66
14	Corcoran Explorers Post #1500	000056832	720.00
15	Corcoran City Petty Cash	000056831	295.53
16	Corcoran Publishing Company	000056836	320.00
17	Corcoran Football Club	000056833	225.00
18	Corcoran High School AFJROTC	000056834	300.00
19	Creative Forms & Concepts	000056837	1,447.52
20	DASH	000056838	139.54
21	Dept of Justice	000056839	590.00
22	Dept of Transportation	000056840	51.18
23	DOG WASTE DEPOT	000056841	96.75
24	Economy Smog	000056842	497.50
25	Evident Crime Scene Products	000056843	267.50
26	Galls, LLC	000056844	243.43
27	Hanford Veterinary Hospital	000056845	185.71
28	Harvest Comm Baptist Church	000056846	120.00
29	High Desert Wireless Broadband	000056847	6,058.75
30	HUB International	000056848	1,281.81
31	Kings County Sheriff's Office	000056849	7,342.71
32	Kings Rehabilitation Center	000056850	7,193.00
33	Lampe Chrysler Dodge Jeep Ram	000056851	4,196.83
34	Link 3 Intergration, Inc	000056852	312.50
35	Lynn Peavey Company	000056853	277.52
36	Mutual of Omaha	000056854	4,107.13
37	PG&E	000056855	5,824.34
38	Placeworks	000056856	21,979.25
39	Plain Insane Graphics	000056857	48.38
40	Recreation Association of Corcoran	000056858	14,204.66
41	Res-Com	000056859	429.00
42	Richard's Chevrolet	000056860	3,931.91
43	Sawtelle & Rosprim Industrial	000056861	1,495.00
44	SC Communications, Inc	000056862	456.00
45	Self Help Enterprises	000056863	242,962.00
46	Superior Electric Works Inc.	000056864	1,391.63

Page Total: \$393,152.66

Line	Claimant	Voucher No.	Amount
47	The Gas Company	000056865	142.59
48	The Printer	000056866	254.50
49	Turnupseed Electric Svc Inc	000056868	3,472.37
50	Tulare County Jail, Industries Engraving Program	000056867	43.20
51	unWired Broadband	000056869	199.95
52	Valley Industrial & Family Med Grp	000056870	45.00
53	Verizon California	000056871	3,033.34
54	Verizon Wireless	000056872	212.60
55	Will Tiesiera Ford-Mercury	000056873	432.53
Page Total:			\$7,836.08
Grand Total:			\$400,988.74

Accounts Payable

Blanket Voucher Approval Document



User: snunez
Printed: 10/28/2014 - 11:06AM
Warrant Request Date: 10/28/2014
DAC Fund:

Batch: 00503.10.2014 - UB Refund Cks October 20

Line	Claimant	Voucher No.	Amount
1	BLUFORD, LEANDREA	000056809	1.30
2	DIAZ NUCAMENDI, SANDRA	000056810	10.28
3	DINKEL, CHRISTINA	000056811	73.67
4	GARCIA, SUZANNE	000056812	0.41
5	H & R BLOCK	000056813	6.66
6	HARPER, LARRY	000056814	2.70
7	HERNANDEZ, DANIEL	000056815	60.00
8	JJR MANAGEMENT	000056816	94.43
9	Kroeker Inc	000056817	206.69
10	MONTANO, ROSE	000056818	290.67
Page Total:			\$746.81
Grand Total:			\$746.81

Accounts Payable

Check Register Totals Only

User: spineda
 Printed: 9/30/2014 - 1:14 PM
 Batch: 00502.09.2014 - Manual Check 9/30/2014-Pitney B



Check	Date	Vendor No	Vendor Name	Amount	Voucher
56599	09/30/2014	PITNBOIN	Pitney Bowes Inc	1,500.00	0
Check Total:				1,500.00	

Accounts Payable

Manual Check Register

User: spineda
 Printed: 10/20/2014 - 9:58AM
 Batch: 00502.10.2014 - Manual Check 10/9/14 Corcoran Unifi



Check	Date	Vendor	Amount	Invoice No
56807	10/09/2014	CUSD	1,606.65	
Check total:			1,606.65	
Total for Accounts Payable Check Run:			1,606.65	

Accounts Payable

Manual Check Register

User: spineda
 Printed: 10/20/2014 - 9:08AM
 Batch: 00512.10.2014 - Manual Check 10/20/2014 SpringBroo



Check	Date	Vendor	Amount	Invoice No
56806	10/20/2014	Springbrook Software Inc	200.00	inv29348
Check total:			200.00	
Total for Accounts Payable Check Run:			200.00	

City of

CORCORAN

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**PUBLIC HEARING
ITEM #: 5-A**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik City Manager/Community Development Director

DATE: October 27, 2014

MEETING DATE: November 3, 2014

SUBJECT:

Recommendation:

Consider certification of the Initial Study/Mitigated Negative Declaration for the General Plan Enhancement Project and Zoning Code Update and approval of Resolution No. 2756 adopting the General Plan Enhancement and Zoning Code Update.

Discussion:

On October 20, 2014 the Council continued the public hearing for the General Plan Enhancement and Zoning Code Update so as to allow input from Council Members unable to attend the aforementioned meeting.

The General Plan Enhancement and Zoning Code Update began in 2011 and components of the project have been presented to the Planning Commission and the City Council over the last three years. On October 13, 2014 the Planning Commission voted to recommend approval of the General Plan Enhancement and the Zoning Code Update with specified revisions and/or corrections. As such, the General Plan Enhancement and Zoning Code Update presented to the Council for approval include the revisions below:

- General Plan p. 6-3 Policy 5.16 – corrected reference to KCAG Regional Climate Action Plan
- Zoning Code p. 20 – added zoning districts RM-3 and RM-2 to be consistent with Zoning Map
- Zoning Code p. 33 – added “mixed use” development in Commercial and Office Zoning Districts
- Zoning Code p. 37 – prohibited new residential construction in Industrial Zoning Districts
- Zoning Code p. 186 – added definition in Glossary for “Mixed Use Development”

CITY OFFICES:

832 Whitley Avenue * Corcoran, CA 93212 * Phone 559-992-2151 * www.cityofcorcoran.com

Budget Impact:

Costs associated with the General Plan Enhancement and the Zoning Code Update were paid for with a grant from the Department of Conservation Sustainable Communities Planning Grant and Incentive Program. The grant expired on October 3, 2014.

Attachment:

- Resolution No. 2756

The following attachments were included in the prior Council packet:

- Initial Study/Mitigated Negative Declaration
- General Plan
- Zoning Code Update

Please note that the General Plan Enhancement includes as appendices the Safe Routes to School Plan, the Commercial Design Guidelines, the Streetscape Standards and the Street Design Toolkit. These documents are available on the City's website at:

<http://www.cityofcorcoran.com/cityhall/cd/default.asp>

RESOLUTION No. 2756

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
CERTIFYING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR
THE GENERAL PLAN ENHANCEMENT AND ZONING CODE UPDATE AND
RECOMMENDING ADOPTION OF THE GENERAL PLAN ENHANCEMENT AND
ZONING CODE UPDATE**

WHEREAS, the City of Corcoran (“City”) initiated a review of the Corcoran General Plan and the Corcoran Zoning Code; and

WHEREAS, the adoption of AB 32 and SB 375 in California prompted minor revisions to the Corcoran General Plan to address reductions in greenhouse gas emissions and air quality standards; and

WHEREAS, the Community Development Department was authorized by the City Council to update the Corcoran Zoning Code; and

WHEREAS, the General Plan Enhancement includes as appendices the Safe Routes to School Plan, the Commercial Design Guidelines and Streetscape Standards, and the Street Design Toolkit; and

WHEREAS, the Planning Commission and City Council held various joint study sessions to discuss the General Plan Enhancement and the Zoning Code Update; and

WHEREAS, public participation was solicited through the creation of a Citizen Advisory Committee and through public workshops; and

WHEREAS, an Initial Study/Negative Declaration was prepared for the General Plan Enhancement and Zoning Code Update in accordance with State law and California Environmental Quality Act (CEQA) guidelines; and

WHEREAS, the Planning Commission held a public hearing on the Proposed General Plan Enhancement and the Zoning Code Update and provided notice of said hearing by publication in the Corcoran Journal at least ten (10) days prior to the hearing; and

WHEREAS, the Planning Commission approved Resolution No. 14-01 on October 13, 2014 recommending that the General Plan Enhancement, corresponding appendices, and the Zoning Code Update be adopted or adopted with modifications by the City Council; and

WHEREAS, the City Council finds that the General Plan Enhancement and Zoning Code Update would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran hereby certifies the Initial Study/Mitigated Negative Declaration and adopts the General Plan Enhancement and Zoning Code Update.

BE IT FURTHER RESOLVED that the City Council hereby adopts the Safe Routes to School Plan, the Commercial Design Guidelines and Streetscape Standards, and Street Design Toolkit as appendices to the General Plan Enhancement.

PASSED AND ADOPTED by the City Council on this 3rd day of November, 2014 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jim Wadsworth, Mayor

ATTEST: _____
Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Kindon Meik, 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 regular meeting held on the 3rd day of November 2014, by the vote as set forth therein.

DATED: November 4, 2014

ATTEST:

Kindon Meik
Acting City Clerk

[seal]

City of

CORCORAN

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WRITTEN COMMUNICATIONS

ITEM #: 6-A

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 23, 2014

MEETING DATE: November 3, 2014

SUBJECT: Approval of Request made by the Corcoran Christmas Tree Committee to install the Annual Christmas Tree on Whitley and Chittenden Avenues.

Recommendation:

Move to approve request by Christmas Tree Committee to place Christmas Tree downtown and co-sponsor (thereby waiving insurance requirements) the activities of harvesting, erecting, decorating, and removal of the tree; and co-sponsor the annual Christmas in the park hotdog roast and hayride event on Thursday, December 18, 2014.

Discussion:

Staff received a request from the Christmas Tree Committee to install the Annual Christmas Tree in the middle of Whitley and Chittenden Avenues over three weekends during November; weather permitting. Letter from Clayton Best, President of the committee is attached. The tree will stay up until January 3, 2015. The request is to cosponsor the committees' events and waive insurance requirements. As volunteers, the Christmas tree Committee has requested coverage for the activities of harvesting, erecting, decorating and removal of the tree. Please note: the City of Corcoran takes on any liability for damage sustained once the tree is up in the intersection.

Previous requests from the committee have been approved and the committee has worked with Public Works to coordinate street closure, etc. Staff works to ensure there is proper notification for the duration the tree is up for street closures, and notification to emergency personnel (police and fire departments).

Mark your calendars; the annual tree lighting ceremony will take place following the Christmas Parade on Thursday, December 4, 2014. The Annual Christmas in the Park event is scheduled for Thursday, December 18, 2014. This event provides a hot dog roast and hayrides and is held downtown in Christmas Tree Park.

Budget Impact:

None.

City Offices



**Corcoran Christmas Tree Committee
Ad Hoc Committee of the Corcoran Chamber of Commerce**

City of Corcoran
City Council Members
832 Whitley Avenue
Corcoran, California 93212

October 2, 2014

Dear Council Members,

In keeping with the Christmas tradition, we would like to request permission to put the Annual Christmas Tree in the intersection of Chittenden and Whitley Avenues for the 94th consecutive year. We are also requesting, like prior years, that the city sponsor our volunteers under the city's insurance program. The sponsorship of our volunteers under the city's insurance program means that the City will protect our volunteers from any liability in the event of an accident that could occur while harvesting, setting up, taking-down the tree or during the Christmas in the Park event. The committee members understand that each of us must sign the city's "hold harmless agreement" and also understand that there can be no alcohol at any of these events or the insurance will be voided.

We plan to harvest the tree on Saturday November 15th. The tree would be placed in the intersection on Saturday November 22nd and decorating would occur through that weekend. The weekend of November 29th would be utilized to place finishing touches on the tree and the park. The lighting ceremony will take place during the Christmas Parade scheduled for December 4th. The annual Christmas in the Park hotdog roast and hayride will be held on December 18th.

As in the past, we would like to coordinate with the Public Works Department in closing Chittenden between Hanna and Jepson Avenues and Whitley Avenue between King and Chase Avenues on the days that the tree is put up and taken down. (January 3rd) Chittenden is closed only to the alley so as not impede the fire department. Whitley Avenue is closed to the east only to the exit of the strip mall so as to not inconvenience local business.

Your approval of these requests would be greatly appreciated as we would like to continue our Community Holiday Tradition for the 94th year.

If you have any questions, please call me on my cell at 559-260-3538.

Sincerely,

A handwritten signature in black ink that reads "Clayton Best". The signature is fluid and cursive.

Clayton Best
President

Christmas Tree Committee

cc: Steve Kroeker

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM # 7-A**

MEMORANDUM

TO: City of Corcoran City Council

FROM: Steve Kroeker, City of Corcoran Public Works

DATE: October 28, 2014

MEETING DATE: November 3, 2014

SUBJECT: Consider Notice of Completion for Pheasant Ridge Subdivision.

Recommendation:

Accepted the Sequoia Subdivision (Phoenix Ridge) as complete and have the City record the Notice of Completion.

Discussion:

On September 19, 2014, the City Engineer performed the final inspection of the Sequoia Subdivision located between Sherman Avenue and Banium Avenue west of Dairy Avenue, and found all items complete. The City Engineer has prepared the Notice of Completion and has requested that the City accept the maintenance of the improvements as spelled out on the subdivision agreement between JJR Management Services and the City of Corcoran.

Budget Impact:

The maintenance of these improvements is covered under a Landscape and Lighting District which has been set up for this particular development. The City has been collecting fees on the property taxes for this property and these fees will be used to cover the costs associated with this work.

Record and Return To:

City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the City of Corcoran, a municipal corporation of the State of California, that the construction of public improvements in:

Tract # 857 The Sequoias – Phase No. 1 Corcoran, California

By: JJR Management Services, 222 N. Garden St., Suite 100, Visalia, California 93291

dated 10-21-2014 As a whole was actually completed 09-19-2014

Date By: Joel R. Joyner, City Engineer

Joel R. Joyner, City Engineer of the City of Corcoran, being first sworn, deposes and says that he is the duly appointed, qualified and acting City Engineer of the City of Corcoran; that he has read said notice of completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Corcoran.

CITY OF CORCORAN

Date By: City Engineer

Subscribed and affirmed to before me this _____ day of _____,
by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for the County of Tulare, State of California

Commission Expiration Date

RESOLUTION NO. 2758

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ACCEPTING THE PUBLIC IMPROVEMENTS FOR CITY OF CORCORAN
TRACT #857 THE SEQUOIAS (PHEASANT RIDGE) – PHASE NO.1, CORCORAN,
CA IMPROVEMENTS COMPLETED BY JJR MANAGEMENT SERVICES.**

RESOLVED by the City Council of the City of Corcoran that:

WHEREAS, the Public Improvements in the City of Corcoran completed by JJR Management Services have been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran, that the public work is accepted by the City of Corcoran; and,

RESOLVED FURTHER that the City Engineer is hereby authorized and directed to execute and record concurrently herewith “Notice of Completion” with respect to the work completed.

RESOLVED FURTHER that the Acting City Clerk is authorized and directed to record said Notice in the Office of the Kings County Recorder when fully executed and notarized.

I 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, California, at a meeting held on the 3rd day of November 2014, by the following vote of the members thereof:

AYES:

NOES:

ABSENT:

APPROVED: _____

Jim Wadsworth, Mayor

ATTEST: _____

Kindon Meik, Acting City Clerk

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

WRITTEN COMMUNICATIONS

ITEM #: 7-B

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 23, 2014

MEETING DATE: November 3, 2014

SUBJECT: Consider contract with NHA Advisors

Recommendation:

Approve contract with NHA Advisors and authorize the Mayor and the City Manager to sign said agreement.

Discussion:

In September 2014, Staff met with Eric Scriven and Craig Hill of NHA Advisors LLC to discuss changes in the continuing disclosure requirements for the City's existing bonds. As a result of increased oversight by the Securities Exchange Commission (SEC) and new reporting requirements for cities, Staff has requested assistance in the following areas:

1. NHA Advisors will serve as the Independent Registered Municipal Advisor (IRMA) for the City and will assess financing terms, rates, and yields as they relate to existing bonds and financial proposals. Exhibit A stipulates that NHA Advisors will assist the City on an as-needed basis with a "not-to-exceed" amount of \$5,000 for these services.
2. NHA Advisors will assist the City in its efforts to comply with the requirements set forth as part of the SEC Municipal Continuing Disclosure Cooperation Initiative (MCDC). Under the MCDC initiative, cities are required to self-report on all publicly offered bonds to the SEC by December 1, 2014. Exhibit B outlines these services and identifies a "not-to-exceed" amount of \$2,500 in compensation.

Budget Impact:

The City will compensate NHA Advisors, LLC up to \$7,500 for consultant services. Consultant fees will be proportionally charged to various funds in relation to the bonds associated with those funds. Overall costs to the City may be reduced by allocations to the Successor Agency requested on the Recognized Obligation Payment Schedules.

Attachment:

Contract between the City of Corcoran and NHA Advisors, LLC.

City Offices

**INDEPENDENT REGISTERED MUNICIPAL ADVISOR AGREEMENT
BETWEEN**

**THE CITY OF CORCORAN
AND
NHA ADVISORS, LLC**

THIS AGREEMENT for consulting services is made by and between the City of Corcoran (“City”) and NHA Advisors, LLC (“Consultant”) (together referred to as the “Parties”) as of November __, 2014 (the “Effective Date”).

The City is required to engage the services of an independent registered municipal advisor in order to provide unbiased advice related to the issuance of municipal securities. City is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission and the underwriter exclusion from the definition of “municipal advisor” (Rule G-17) for a firm wanting to serve as an underwriter for a particular issuance of municipal securities. In order for City to receive and discuss financing opportunities with an underwriter, an independent registered municipal advisor must be engaged to allow the exclusion of the underwriter from the “municipal advisor” responsibilities and role.

Section 1 – SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work and Compensation Schedule attached as Exhibit A and Exhibit B, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A and Exhibit B, the Agreement shall prevail. In addition, upon mutual agreement between City and Consultant, from time to time, additional consulting services may be provided, as evidenced by additional Exhibits, which shall be attached to, and incorporated herein. Such additional Exhibits shall contain references to a specific scope of services, as well as the compensation related to that work.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2017 or the date of completion specified in Exhibit A and Exhibit B, and Consultant shall complete the work described in Exhibits on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.

- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2 - COMPENSATION

City hereby agrees to pay Consultant compensation for services defined in each Exhibit referenced in Section 10.11 attached to this Agreement. Additional work will be defined in amendments to this Agreement as agreed to by all parties.

City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, unless otherwise provided for in a specific incorporated exhibit's Compensation Schedule, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- The beginning and ending dates of the billing period;
 - At City's option, the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - For work performed on an hourly Compensation Schedule, the total number of hours of work performed under the Agreement by Consultant

and each employee, agent, and subcontractor of Consultant performing services hereunder;

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the final sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on each exhibit's Compensation Schedule.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified below, and each scope of services, as evidenced by a specific exhibit, shall provide a not exceed amount. Expenses will typically include third-party data collection or services not provided by City. Reimbursable expenses are in addition to the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment, federal and state taxes incurred under this Agreement.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3 - FACILITIES AND EQUIPMENT

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4 - INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-

insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered 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 Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$250,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at three years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of one year after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement

Section 5 - INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties

of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

Section 6 - STATUS OF CONSULTANT

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 6.3 Federal Regulations.** Under Municipal Securities Rulemaking Board (the "MSRB") regulations effective on July 1, 2014, municipal advisors are required to disclose certain conflicts of interest to their clients. In accordance with those proposed regulations Consultant makes the following disclosures:

- Consultant is not aware of any actual or potential conflicts of interest that might impair our ability either to render unbiased and competent advice to the City or to fulfill our fiduciary duty to the City
- Consultant has no affiliate that provides any advice, service, or product to or on behalf of the City
- Consultant has not made any payments either directly or indirectly to obtain or retain business with the City
- The only compensation Consultant will receive in connection with the Exhibit A (Scope of Services) is identified in same Exhibit A (Compensation Schedule) agreed to herein by the City. Consultant has not and will not receive any payments from third parties in connection with this engagement
- Consultant has not and will not enter into any fee-splitting arrangements with any provider of investments or services to the City
- Consultant is not aware of any conflicts of interest that may arise from the City's payment of the municipal advisory fee for the activities to be performed pursuant to this engagement
- To the best of its knowledge, none of Consultant's other engagements or relationships will impair Consultant's ability either to render unbiased and competent advice to the City or to fulfill Consultant's fiduciary duty to the City
- Consultant is not aware of any legal or disciplinary event that is material to the City's evaluation of Consultant or the integrity of its management or advisory personnel
- No legal or disciplinary event has been disclosed by Consultant to the Securities and Exchange Commission as may be required under applicable rules or regulations

Section 7 - LEGAL REQUIREMENTS

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits,

qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8 - TERMINATION AND MODIFICATION

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 45 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, with Consultant's consent, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant

Section 9 - KEEPING AND STATUS OF RECORDS

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or

any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$50,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 - MISCELLANEOUS PROVISIONS

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Kings.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Eric Scriven, Principal
NHA Advisors, LLC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Any written notice to City shall be sent to:

City of Corcoran
Soledad Ruiz-Nuñez
Finance Director
832 Whitley Avenue
Corcoran, CA 93212

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. If any future scope of services and compensation schedule are mutually agreed to by City and Consultant, such work shall be evidenced by amending this Agreement with additional exhibits which shall be incorporated herein.

Exhibit A Professional Independent Registered Municipal Advisor Services (General) - Scope of Service and Compensation Schedule

Exhibit B Agreement to provide MCDC Consulting Services – Objective, Scope of Service and Compensation Schedule

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

City

CONSULTANT

Kindon Meik, City Manager

Eric Scriven, Principal

Mike Farley, City Attorney

EXHIBIT A

SCOPE OF SERVICE AND COMPENSATION SCHEDULE

PROFESSIONAL INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES

Scope of Service – Consultant will serve in the capacity of Independent Registered Municipal Advisor (“IRMA”) to the City to provide financial advice, assistance, and representation for solicited and unsolicited financing proposals from banking and financial institutions as well as general financial consulting services.

Consultant, serving in the role of the City’s IRMA, will act in accordance with its fiduciary duty in the following manner:

- IRMA will work solely in the interest of the City
- IRMA has the duty to fairly assess whether the financing terms and covenants are favorable to City
- IRMA has duty to fairly assess whether the rates and yields are favorable to City
- IRMA represents to City that it has sufficient knowledge of the bond market to negotiate the transaction in the best interests of the City

For cursory reviews or discussions with City staff, no additional definition to this Scope of Services will be required. Consultant will serve on an as-needed basis to City staff and will not incur any compensation unless otherwise notified by City.

Compensation Schedule – For work described within this EXHIBIT A, Consultant will be compensated based on the hourly rate schedule shown to the right.

Staff Allocation	Hourly Rate
Principal	\$275
Vice President	\$225
Associate	\$175
Analyst	\$125
Administrative	\$75

Out-of-Pocket – All expenses will be billed directly at cost to the City. Expenses will be limited to typical expenses necessary for completion of the services required, for example typical charges will include copying, mailing, shipping, and data purchase (if not provided by others). Travel will not be expensed. The maximum expense total will not exceed \$1,000.

No reimbursable expense shall be incurred without prior written approval of City.

Budget – Proposed budget for this EXHIBIT A, without further approval from the City, described above is \$5,000.

Modification of Compensation Schedule – Upon amendments to this EXHIBIT A, Consultant will provide a budget or fixed fee, and whether said fee is contingent or non-contingent upon a successful completion of a defined project based on discussions with City staff. No compensation modifications will be provided without City consent and acknowledgement.

Upon acknowledgement of a defined project or financing beyond this EXHIBIT A, Consultant will be required to develop an amended scope of service identifying project essentials and key obligations of Consultant. Each scope of service amendment will include a compensation schedule. Each amendment to the scope of services shall be evidenced by a new Exhibit to this Agreement.

EXHIBIT B

OBJECTIVE, SCOPE OF SERVICES AND COMPENSATION SCHEDULE:

**CITY OF CORCORAN ("CITY")
MUNICIPAL CONTINUING DISCLOSURE COOPERATIVE INITIATIVE ("MCDC") CONSULTING
SERVICES PROJECT**

Objective

City requires that a determination be made if it must take additional steps to comply with the MCDC. If it is determined that Client must undertake additional steps for MCDC compliance, it shall do so prior to the December 1, 2014 deadline.

Scope of Services

Consultant will work with City staff and other parties to analyze, coordinate, facilitate and develop a means for City to comply with its MCDC requirements as promulgated by the United States of America Securities and Exchange Commission.

Scope of Work

- Review of all publicly offered bonds that fall within the MCDC's 5-year window
- Access EMMA and DisclosureUSA to review additional 5 years of continuing disclosure submissions
- Prepare exhibit documenting results of review/research
- Based on this research, make MCDC (self-reporting) determination
- Prepare MCDC questionnaire(s) as necessary

This scope of services is not necessarily inclusive of all tasks that Consultant will undertake during this project. As all projects are unique and each City has different processes and needs, Consultant commits to "doing what it takes" to facilitate that all parties collectively achieve a successful result for the City.

Compensation Schedule

For work described within this EXHIBIT B, Consultant will be compensated based upon the hourly rate schedule provided in the table to the right. Consultant will invoice City upon completion of the Project for professional time and documented and approved expenses incurred during completion of the Project. The not-to-exceed amount for the Project shall be \$2,500. All direct out-of-pocket expenses will be charged at cost and will not include travel-related expenses.

Person	Hourly Rate
Principal	\$275
Vice President	\$225
Associate	\$175
Analyst	\$125
Administrative	\$75

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM # 7-C**

MEMORANDUM

TO: City of Corcoran City Council

FROM: Steve Kroeker, City of Corcoran Public Works

DATE: October 28, 2014 **MEETING DATE:** November 3, 2014

SUBJECT: Consider proposed lease agreement between the City of Corcoran and PhytoGen Cotton Seed, LLC/Tim Anderson

Recommendation:

That the City accepts the lease proposal submitted by PhytoGen Cotton Seed, LLC / Tim Anderson for 40 acres of land located at the City's Wastewater Disposal area and direct the Public Works Director to have the City Attorney write up a lease agreement between the parties to be executed by the City Manager based on the offer presented by PhytoGen Cotton Seed, LLC /Time Anderson.

Discussion:

PhytoGen Cotton Seed, LLC / Tim Anderson is requesting a three (3) year lease on 40 acres of land located in the City's Wastewater Disposal area South of town. This is a land lease only and does not include any water rights, use of the City's potable water or wastewater effluent. The lease amount is for \$200.00 / acre which is \$400 / acre less than Numhems lease for seed but that lease agreement included the use of the Wastewater Plant Effluent for irrigation as a part of the agreement.

Budget Impact:

This lease would provide an additional \$8,000.00 / year to the Wastewater Enterprise Fund or \$24,000.00 over the term of the lease.

We estimate we will also save at least \$850.00 / year if not more for weed control in this section of land.

CITY OF CORCORAN PROPOSAL

Agriculture Farm Land Lease Proposal

This proposal shall include a 3 year lease for 40 areas of agricultural farm land for the purpose of crop farming.

Company/Individual Name: PhytoGen Cotton Seed, LLC/ Tim Anderson

Address: 850 Plymouth Ave, Corcoran, CA 93274

Telephone Number: (559) 992-7404

Specify Services Provided: 40 acres of land use only

Proposal Price (Annual and Total): (\$200.00 per acre per year) Annual= \$8,000 Total= \$24,000

Time Period of services: November 2014- November 2017

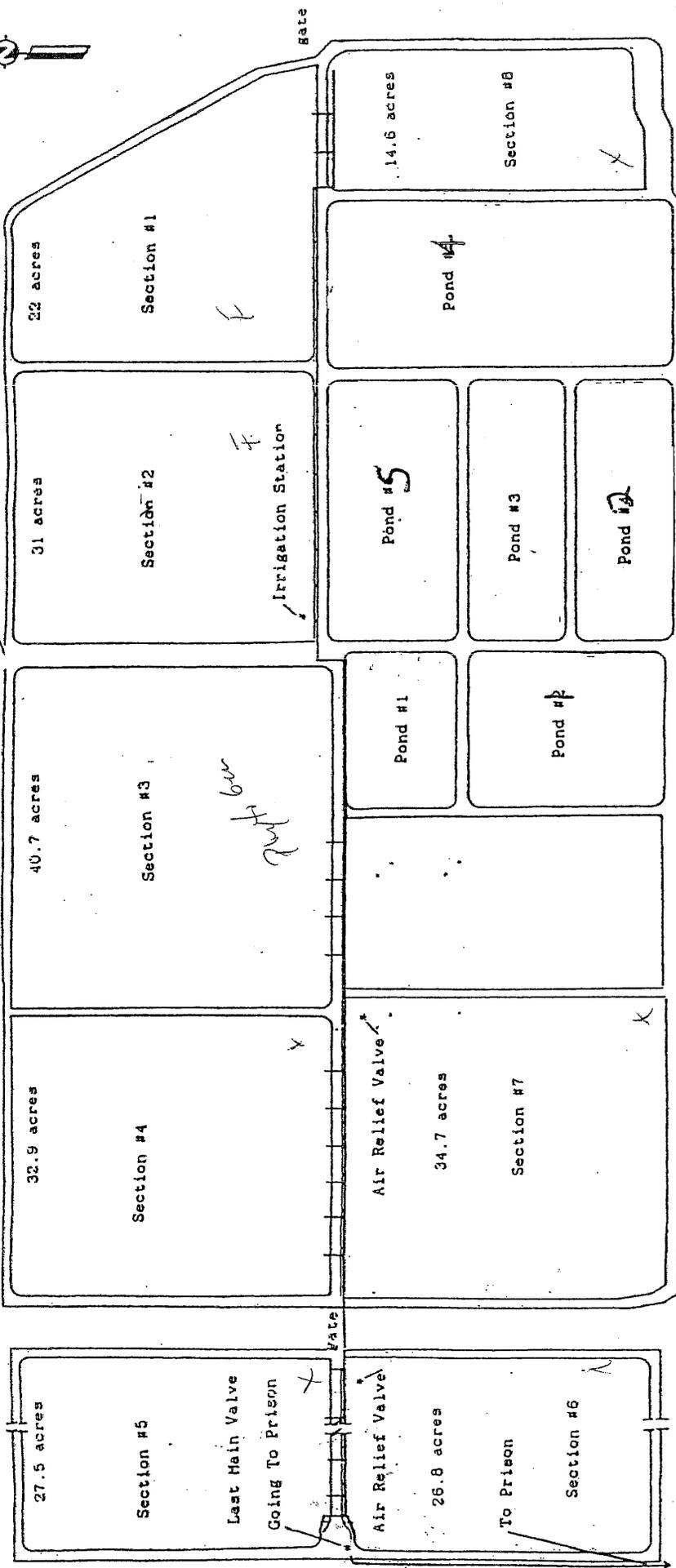
Payment Terms: 30 Days

Anticipated Begin Operations: December 2014

Authorized Signature: _____ Date: _____



Main Gate



CITY OF CORCORAN
 WASTEWATER FACILITIES
 LAND DISPOSAL

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM # 7-D**

MEMORANDUM

TO: City of Corcoran City Council

FROM: Steve Kroecker, City of Corcoran Public Works

DATE: October 28, 2014 **MEETING DATE:** November 3, 2014

SUBJECT: Consider proposed lease agreement between the City of Corcoran and Jackson Weaver for 53 acres of land located in the City of Corcoran's Wastewater Disposal Area.

Recommendation:

That the City accepts the lease proposal submitted by Jackson Weaver for 53 acres of land located at the City's Wastewater Disposal area and direct the Public Works Director to have the City Attorney write up a lease agreement between the parties to be executed by the City Manager based on the offer presented by Mr. Weaver.

Discussion:

Jackson Weaver who while working for Numhums farmed much of this property for seed is requesting a three (3) year lease on 53 acres of land located in the City's Wastewater Disposal area south of town.

This is a land lease only and does not include any water rights, use of the City's potable water or wastewater effluent. The lease amount is for 15% of his profits derived out of the farming of this property in addition to his taking care of the weed control (except spraying) over sections 4, 7, & 8 of the City's Wastewater Ponding area.

Based on this year's crop 15% would equal around \$3,000.00 which works out to \$56.60 / acre, but unlike last year this agreement does not include the use of any City water unless it is extra water and includes his taking care of the weeds as provided for which is a direct financial benefit to the City's Wastewater Operations.

The weed control provided for in this agreement will include disking, removing weeds and tumble weeds from the fence lines. If City owned equipment is available he will use

that equipment if not he will have to provide equipment for this work. He will be responsible for all fuel costs. We are estimating in the first year he will have about 7 days of manual labor for a crew of five to remove the tumble weeds from the fence line around the City property.

Budget Impact:

Depending on the crop and how well his crops do we could be receiving an additional \$3,000.00 +/- / year for our share of his profits.

We could be saving about \$1,200.00 in fuel costs for weed control on the three additional fields and about 32 hours of labor per disking the fields on top of the cost of removing the tumble weeds from the fence line. On the two sections he will be farming we expect to save about \$800 in fuel costs and 14 hours in labor costs.

If it doesn't rain we could see a cost savings for the three fields and fence line of approximately \$6,480.00. If it should rain our savings would be higher due to the additional work needed to control the weeds.

Based on a base estimate for savings for the additional weed control of sections 4, 7, & 8 along with a base amount for profit share this agreement works out to around \$178.87 / acre. Of course if additional weed control is needed or if his profit on the crops raised is higher this dollar amount per acre would be higher.

Corcoran City Council

I propose a lease of three years starting November 15, 2014 through November 14, 2017 for Section 1 and 2 at the City of Corcoran Wastewater Facilities totaling 53 acres. I am offering to pay rent of 15% of profits annually to the City of Corcoran and weed control of sections 4, 7 & 8. I will also clean the fence line of the entire waste water facility. The rent will be due 60 days after harvest of the final crop of the year.

Jackson Weaver

1110 Dairy Ave.

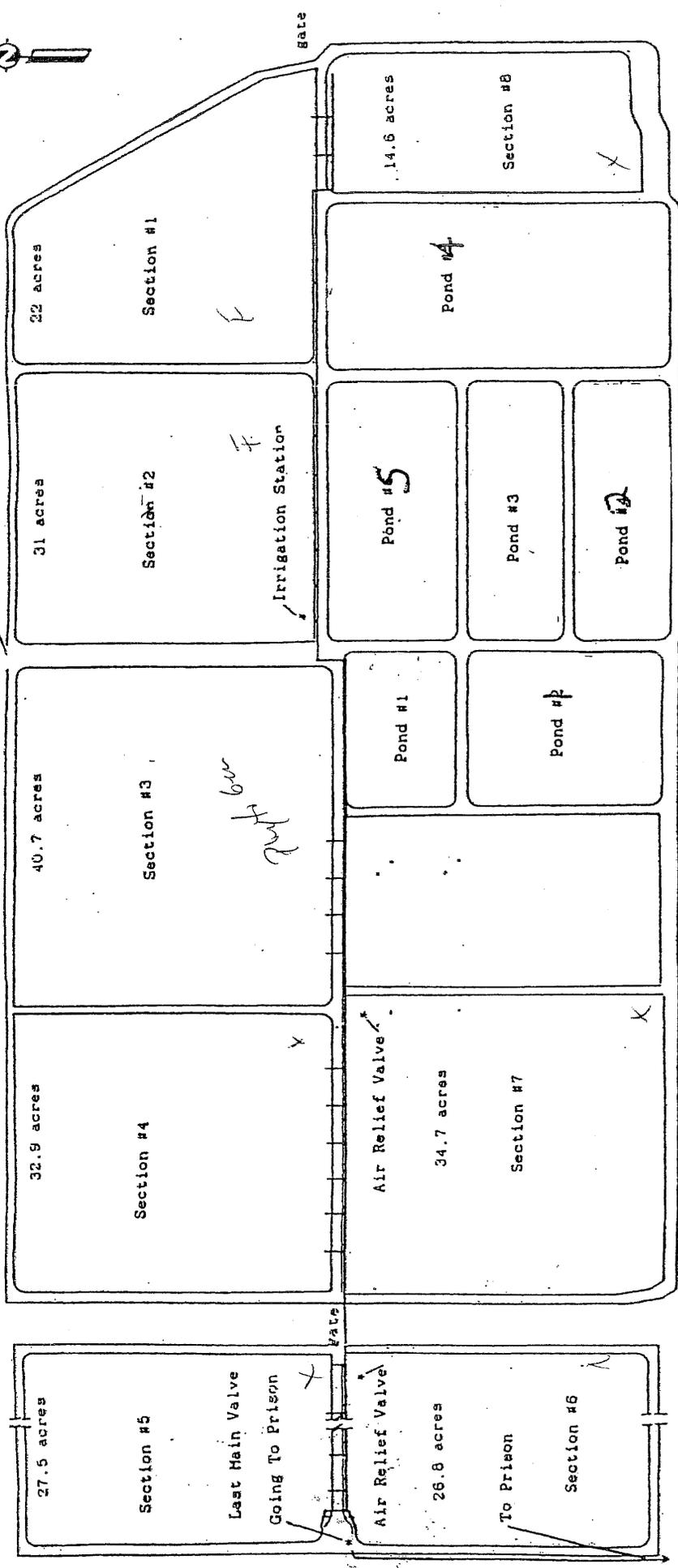
Corcoran, CA 93212

(559) 380-7089

City to provide equipment if available



Main Gate



CITY OF CORCORAN
 WASTEWATER FACILITIES
 LAND DISPOSAL

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manger

DATE: October 28, 2014

MEETING DATE: November 3, 2014

SUBJECT: Consider Vacant Position for Kings County Commission on Aging Council

Recommendation:

Provide direction to Staff on filling the vacant position on the Kings County Commission on Aging Council.

Discussion:

Staff received a letter from Sharon DeMasters, Executive Director of Kings County Commission on Aging notifying the City that the Corcoran representative position is vacant. The term for this appointment is three years beginning January 1, 2015 and ending December 31, 2017. The Kings County Commission on Aging Council meets on the 3rd Thursday of every month at 3:00 PM.

Based on conversations with Ms. DeMasters, a council member may choose to fill the vacant position as a board member or the position may be filled by a resident of the community.

Budget Impact:

Minimal advertising costs.

KINGS COUNTY COMMISSION ON AGING COUNCIL

An Independent Non-Profit Corporation 501 (c) (3)

FEIN 94-1723493

Ag Complex, 680 N. Campus Drive, Suite D

Hanford, CA 93230

Generations Lemoore Adult Day
(Lic. #167204056)
(559) 924-4419

Senior Nutrition Program Management
(559)852-4848

Senior Information & Assistance
(559) 852-2828

Behavioral Health's Prevention & Early Intervention (PEI)
(559) 852-4825

Fax: (559) 582-9627

Behavioral Health's Senior Access for Engagement (SAFE)
(559) 852-2825

Kings/Tulare Long Term Care Ombudsman Program
(559) 852-2823

(559) 583-0333 or 1-800-293-9714

Fax: (559) 589-0608

October 1, 2014

City of Corcoran
1033 Chittenden Ave.
Corcoran, CA 93212

Subject: Kings County Commission on Aging Council

Dear Honorable Mayor:

We are currently reviewing our board appointments. It appears the City of Corcoran's representative position is vacant.

The Kings County Commission on Aging Council sincerely appreciates the commitment and dedication of volunteers; consequently we look forward to receiving your appointment of a representative to our board. The term for this appointment is 3 years beginning January 1, 2015 and ending December 31, 2017.

If you have any questions or need any further information, please contact me at (559)852- 2824.

Sincerely,



Sharon L.T. DeMasters

Kings County Commission on Aging Executive Director

sharon.demasters@kccoa.org

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

MEMORANDUM

MEETING DATE: November 3, 2014
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- November 4, 2014 (Tuesday) Election Day
- November 11, 2014 (Tuesday) Veteran's Day – City Offices Closed
- November 12, 2014 (Wednesday) City/County Coordinating Meeting – 5:30 PM
- November 15, 2014 (Saturday) Fire Safety Seminar – 11:00 AM - 1:00 PM, Kings County Fire Station #11 in Corcoran
- November 17, 2014 (Monday) City Council Meeting – 6:00 PM, Corcoran Council Chamber

- A. Information Items
 - 1. Bus Wash Project
 - 2. Fall Cleanup
- 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
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: 11/04/13 Staff provided a draft agreement for review by Council and was authorized to commence review with Kings Estates. 08/19/13 Council discussed options to resolve utility and payment issues. Direction provided to legal counsel and staff. 04/15/13: Council directed staff to identify options for Kings Estates utility services/billing.	Ongoing	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
11/04/13	Council requested staff explore the possibility of extending streetlights on Whitley Avenue to Hwy 43.		Public Works
01/21/14	UPDATE: 09/15/14 Staff reported back to Council that a summary of water conservation requirements had been posted to website. Flier also mailed to residents. Council informed that Well 7 is dry. Effort will be made to repair well. Staff noted that funds for a new well were allocated in current budget. Staff will return to Council with authorization to proceed on constructing new well. 08/04/14 Staff discussed new State mandates on water conservation. Council directed staff to put information on City website, notify residents, and contact water users that may be out of compliance. 03/03/14 Staff Provided information on drought and water. Council requested an item for review and update regarding the Drought declared by Governor Brown on 01/17/14.	Ongoing	City Manager/ Public Works