

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

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

**Tuesday, January 20, 2015
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. 228.

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

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**

- 2-A. Approval of minutes of the Study Session on December 15, 2014; minutes of the regular meeting on December 15, 2014; and minutes of the special meeting on January 12, 2015.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approval of Resolution Nos. 2761 through 2764 Honoring Corcoran Chamber of Commerce Honorees.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated January 5, 2015 and January 20, 2015. (Ruiz-Nuñez)

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Consider amendment to contract with Tule Trash. (Meik) (VV)
- 7-B. Consider proposed lease agreement between the City of Corcoran and PhytoGen Cotton Seed, LLC/Tim Anderson. (Kroeker) (VV)
- 7-C. Consider proposed lease agreement between the City of Corcoran and Jackson Weaver. (Kroeker) (VV)
- 7-D. Authorize repayment of 1992 storm water bond. (Ruiz-Nuñez) (VV)
- 7-E. Mid-year budget review. (Ruiz-Nuñez)
- 7-F. Approve Resolution No. 2765 authorizing submittal of application for Housing Related Parks Program grant. (Tromborg) (VV)
- 7-G. Approve revisions to Public Works Director and Community Development Director job classifications. (Meik) (VV)
- 7-H. Purchase of transit busses. (Kroeker) (VV)
- 7-I. Authorization to upgrade video equipment for PD including jail. (Shortnacy) (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**

- 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 – **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-B. 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): Property owned by Tulare County
Our Negotiator: Kindon Meik
Parties with whom negotiating: _____
Instructions to negotiator concerning: Price Terms of payment TBD

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 January 15, 2015.



Kindon Meik, City Manager

**ADJOURNED MINUTES
CORCORAN CITY COUNCIL
& CORCORAN PLANNING COMMISSION
JOINT STUDY SESSION
December 15, 2014**

The Joint Study Session of the Corcoran City Council and Planning Commission meeting was called to order by Mayor Wadsworth in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:00 P.M.

1. ROLL CALL

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

Press present: None

City Council

Councilmembers present: Mark, Cartwright, Raymond Lerma, Sidonio Palmerin, Jerry Robertson, and Jim Wadsworth

Councilmembers absent: None

Planning Commission

Commissioners present: David Bega, Clarence Cryer, Michael Graville, and David Jarvis

Commissioners absent: Al Kessler, Ron Subia, Dennis Tristao, and Troy Van Velson

2. DISCUSSION

Michael Farley, City Attorney facilitated a training presentation regarding Ethics. Information only, no action taken.

3. ADJOURNMENT

5:58 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
December 15, 2014**

The regular session of the Corcoran City Council was called to order by Vice-Mayor Robertson, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 6:01 P.M.

ROLL CALL

Councilmembers present: Mark Cartwright, Sidonio Palmerin, Raymond Lerma, Jerry Robertson, and Jim Wadsworth

Councilmembers absent: None

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

Press present: None

INVOCATION

Invocation was presented by Cartwright.

FLAG SALUTE

The flag salute was led by Lerma.

1-A. APPROVAL OF MINUTES

Following Council discussion a **motion** was made by Palmerin and seconded by Cartwright to approve the Minutes of the regular meeting on December 1, 2014. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Robertson, and Wadsworth

NOES: None

ABSENT: None

1-B. CERTIFICATE OF ELECTION

Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to waive the reading and approval of Resolution No. 2760 declaring fact of election and statement of election results. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Robertson, and Wadsworth

NOES: None

ABSENT: None

1-C. (1) SWEARING IN OF NEW COUNCIL MEMBERS

Kindon Meik, Acting City Clerk, administered the oath to elected Councilmembers Raymond Lerma, Sidonio "Sid" Palmerin, and Jerry Robertson.

1-C. (2) COUNCIL REORGANIZATION

a). Nominations for the office of Mayor were declared open by the Acting City Clerk. A **motion** was made by Cartwright and seconded by Wadsworth to appoint Jerry Robertson as Mayor. A **motion** was made by Palmerin and seconded by Lerma to appoint Raymond Lerma as Mayor.

Motion was made by Robertson and seconded by Lerma to close nominations for Mayor.

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

The Acting City Clerk held a roll call vote. Robertson was declared Mayor by the following vote:

AYES: 3 votes for Robertson (Cartwright, Robertson, and Wadsworth)

AYES: 2 votes for Lerma (Lerma, and Palmerin)

b). Mayor Robertson took over the chair of the meeting and opened the nominations for Vice-Mayor. **Motion** was made by Robertson and seconded by Wadsworth to appoint Cartwright Vice-Mayor. **Motion** was made by Palmerin and seconded by Lerma to close nominations. The Acting City Clerk held a roll call vote. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: 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, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

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

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Wadsworth and seconded by Cartwright to approve the Warrant Register dated December 15, 2014. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

4. **PRESENTATIONS**

4-A. On behalf of Council, Wadsworth presented centennial proclamations to The Chamber of Commerce, and The Christmas Tree Committee. Mayor Robertson presented centennial proclamation to The J.G. Boswell Company.

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to authorize purchase of a Mystaire Forensic Evidence Drying Cabinet to preserve and protect integrity of certain evidence. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

7-B. Following Council discussion, staff received direction to schedule the Council Goal Setting date for Monday, January 26, 2015 at 6:00 P.M. in the Council Chambers, contingent upon all council members' availability.

7-C. Following Council discussion, council consensus was to appoint councilmembers to the various city represented Committees and Commissions. Results are listed on the Committee Reports List for 2015/2016.

7-D. Following Council discussion a **motion** was made by Cartwright and seconded by Wadsworth to authorize purchase of mobile and portable radios for police department. Quote of purchase is \$32,000. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

8. MATTERS FOR MAYOR AND COUNCIL

8-A. Council received information items.

8-B. Staff received referral items.

8-C. Committee reports.

9. CLOSED SESSION

At 6:48 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 – **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-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 – **ANTICIPATED LITIGATION** (Government Code § 54956.9(d)).

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

Number of potential cases is: _____.

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

9-C. PERSONNEL (Government Code § 54957(b)). It is the intention of this governing body to meet in closed-session to:

Consider the discipline, dismissal or release of a public employee.

Hear complaints or charges against a public employee.

Consider public employee appointment/employment for the position of:

Consider public employee performance evaluation for the position of:

____ City Manager _____

The regular meeting was reconvened at 7:22 p.m. Mayor Robertson reported that the Council provided direction to City Attorney on 9A and 9B. Mayor Robertson reported that Council approved a two-year agreement with the City Manager.

ADJOURNMENT

7:24 P.M.

Acting City Clerk

Mayor

APPROVED DATE: _____

COMMITTEE REPORTS – 2015/16

- A. **Advisory Traffic Commission:** Representatives – Jerry Robertson, and Sid Palmerin
- B. **Kings County Association of Governments:** Representative – Mark Cartwright, Alternate – Sid Palmerin
- C. **Kings Waste and Recycling Authority:** Representative – Jim Wadsworth, Alternate – Jerry Robertson
- D. **Kings Community Action Organization:** Representative – Raymond Lerma, Alternate – Sid Palmerin
- E. **Police Activities Board:** Representative – Jerry Robertson, Alternate – Jim Wadsworth
- F. **Loan Administration Board:** Representative – Jerry Robertson, Alternate – Jim Wadsworth
- G. **Education Committee:** Representative – Sid Palmerin, Alternate – Raymond Lerma
- H. **Kings Area Disaster Council:** Representative – Mark Cartwright, Alternate – Raymond Lerma
- I. **Kings County Gang Awareness Advisory Commission:** Representative – Jerry Robertson, Alternate – Raymond Lerma
- J. **San Joaquin Valley Air Pollution Control District's City Selection Committee:** Representative – Jim Wadsworth, Alternate – Mark Cartwright

**MINUTES
CORCORAN CITY COUNCIL
SPECIAL MEETING
January 12, 2015**

The Special meeting of the Corcoran City Council meeting was called to order by Mayor Jerry Robertson, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 7:00 A.M.

1. ROLL CALL

Councilmembers present: Mark Cartwright, Raymond Lerma, Sidonio Palmerin, Jim Wadsworth, and Jerry Robertson

Councilmembers absent: None

Staff present: Kindon Meik, and Mike Farley

Press present: None

2. PUBLIC DISCUSSION

None.

3. CLOSED SESSION

At 7:06 a.m. Council recessed to closed session pursuant to:

3-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 – **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.

The regular meeting was reconvened at 7:58 a.m. Mayor Robertson reported that direction was provided to City Attorney.

4. ADJOURNMENT

8:00 A.M.

Mayor

Acting City Clerk

APPROVED DATE: _____

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**CONSENT CALENDAR
ITEM #: 2C**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: January 13, 2015 **MEETING DATE:** January 20, 2015

SUBJECT: Approval of Resolution Nos. 2761 through 2764 Honoring Chamber of Commerce Honorees

Recommendation: (Consensus)

Move to approve the Consent Calendar approving Resolution Nos. 2761 through 2764.

Discussion:

Annually the Chamber of Commerce recognizes citizens and organizations, as Man of the Year, Woman of the Year, Junior Citizen of the Year, and Organization of the Year. The City Council approves resolutions acknowledging the accomplishments of those honored and presents them at the Chamber's Annual dinner. The resolutions will be presented on Wednesday, January 28, 2015. Following review, staff respectfully requests the resolutions be approved as per required action.

Budget Impact:

None

City Offices

RESOLUTION NO. 2761

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING JUNIOR CITIZEN OF THE YEAR
JANA ROWE**

WHEREAS, the Corcoran Chamber of Commerce honors a “Junior Citizen of the Year” at its annual banquet; and,

WHEREAS, the recognition is an opportunity to pay tribute to a local young woman or young man who has demonstrated a spirit of volunteerism and exemplary leadership; and,

WHEREAS, Jana Rowe has actively participated in numerous clubs at Corcoran High School including the Interact Club, FBLA, and the California Scholarship Federation and likewise has demonstrated her talents as Copy Editor and Editor-in-Chief of the CHS yearbook; and,

WHEREAS, Jana is recognized by her teachers and peers as person with strong moral values, an example of honesty and integrity, and as someone who is compassionate and fair; and,

WHEREAS, Jana willingly volunteers her time to Corcoran Community Aid food drives, assists with the March of Dimes campaign, and has participated yearly helping the Christmas Tree Committee.

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

Jana Rowe

on being selected as the Corcoran Chamber of Commerce JUNIOR CITIZEN OF THE YEAR and adds its thanks for the contributions she has made to the betterment of this community.

DATED: January 20, 2015

Jerry Robertson, Mayor

RESOLUTION NO. 2762

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING WOMAN OF THE YEAR
LINDA SHARP**

WHEREAS, the Corcoran Chamber of Commerce honors a “Woman of the Year” at its annual banquet; and,

WHEREAS, the recognition is an opportunity to pay tribute to a local resident who willingly contributes her time, energy, and talents the community of Corcoran; and,

WHEREAS, Linda Sharp has lived in Corcoran for thirty-one years and has served as Secretary at the Methodist Church and is a member of the Operation Christmas Child Committee; and,

WHEREAS, Linda has organized various Relay for Life teams and has helped raise over \$30,000 for the American Cancer Society; and,

WHEREAS, Linda was recently named “Classified Employee of the Year” at the 2013-2014 Kings County Excellence in Education awards ceremony and in her career with the Corcoran Unified School District has helped hundreds of students over the last twenty years.

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

Linda Sharp

on being selected as the Corcoran Chamber of Commerce WOMAN OF THE YEAR and adds its thanks for the contributions she has made to the betterment of this community.

DATED: January 20, 2015

Jerry Robertson, Mayor

RESOLUTION NO. 2763

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING MAN OF THE YEAR
JIM RAZOR**

WHEREAS, the Corcoran Chamber of Commerce honors a “Man of the Year” at its annual banquet; and,

WHEREAS, the recognition is an opportunity to pay tribute to a local resident who willingly contributes his time, energy, and talents the community of Corcoran; and,

WHEREAS, Jim Razor served on the Corcoran High School Academic Boosters Board, the board of the YMCA/Recreation Association of Corcoran as a board member and president of the board, is a member of the Knights of Columbus, and holds the office of Grants Chairman on the Corcoran Community Foundation Board; and,

WHEREAS, his enthusiasm for sports and youth recreation has been demonstrated in his willingness to coach soccer, basketball, and Little League and further noted in his commitment to volunteer for ten seasons as the starter for Blue Dolphins; and,

WHEREAS, over the years, Jim has helped the Corcoran High School FFA students, volunteered at the Valley Children’s Guild fundraisers, and dedicated countless hours to Our Lady of Lourdes events and fundraisers.

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

JIM RAZOR

on being selected as the Corcoran Chamber of Commerce MAN OF THE YEAR and adds its thanks for the contributions he has made to the betterment of this community.

DATED: January 20, 2015

Jerry Robertson, Mayor

RESOLUTION NO. 2764

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING ORGANIZATION OF THE YEAR
CORCORAN 4-H**

WHEREAS, the Corcoran Chamber of Commerce honors an “Organization of the Year” at its annual banquet each year; and, past recipients have been active, caring, and community enhancing organizations; and,

WHEREAS, the Corcoran 4-H is dedicated to helping the community of Corcoran; and,

WHEREAS, Corcoran 4-H assisted the Corcoran community in various events with many hours of volunteerism toward Corcoran Relay for Life, Town Clean-Up, Western Family Night, the Car Show, and Corcoran Museum Committee activities; and,

WHEREAS, Corcoran 4-H contributes to the toy and food drive sponsored by Corcoran Emergency Aid, adding to the giving spirit of the community; and,

WHEREAS, Corcoran 4-H serves more than 30 children, providing them the opportunity to learn responsibility in cooking, farming, photography, crafts, and community work; and,

WHEREAS, the participation of Corcoran 4-H in these events is valuable in making Corcoran a Great Place to Raise a Family; and,

WHEREAS, selection of the 2014 “Organization of the Year” seems an obvious and outstanding choice.

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

CORCORAN 4-H

on its selection as the Corcoran Chamber of Commerce ORGANIZATION OF THE YEAR and expresses its thanks for the many contributions made to the community of Corcoran.

DATED: January 20, 2015

Jerry Robertson, Mayor

Accounts Payable

Manual Check Register

User: spineda
Printed: 12/23/2014 - 3:23PM
Batch: 00006.12.2014 - Manual Check 12/23/2014 Chevron T



		Amount	Invoice No
Check: 57249	12/19/2014		
Vendor: CHEVUSIN	Chevron & Texaco Card Svc	1,614.41	
	Check total:	<u>1,614.41</u>	
	Total for Accounts Payable Check Run:	<u><u>1,614.41</u></u>	

Accounts Payable

Check Register Totals Only



User: spineda
Printed: 12/19/2014 - 12:39 PM
Batch: 00005.12.2014 - Manual Check 12/19/2014

Check	Date	Vendor No	Vendor Name	Amount	Voucher
57245	12/19/2014	LERMARAY	Raymond Lerma	246.40	0
57246	12/19/2014	PG&E	PG&E	30,565.99	0
57247	12/19/2014	STATEWTR	State Water Resources Control	230.00	0
57248	12/19/2014	PITNBOIN	Pitney Bowes Inc	1,500.00	0
				<hr/> <hr/>	
Check Total:				32,542.39	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 12/30/2014 - 12:36 PM
Batch: 00007.12.2014 - Manual Check 12/30/2014 GMS



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57267	12/30/2014	GMS	GMS, Inc.	2,044.05	0
				<u>2,044.05</u>	
Check Total:				<u>2,044.05</u>	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 1/5/2015 - 12:40 PM
Batch: 00001.01.2015 - Manual Check 01/05/2015



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57344	01/05/2015	ANTHEMBL	Anthem Blue Cross	52,192.97	0
				Check Total:	
				52,192.97	

Accounts Payable

Check Register Totals Only



User: spineda
 Printed: 1/13/2015 - 3:22 PM
 Batch: 00002.01.2015 - Manual Check 01/13/15

Check	Date	Vendor No	Vendor Name	Amount	Voucher
57362	01/13/2015	GUARDTHE	Guardian Life Insurance	5,226.36	0
57363	01/13/2015	RUIZNUNE	Soledad Ruiz-Nunez	268.78	0
57364	01/13/2015	TULETRCO	Tule Trash Company	99,981.33	0
57365	01/13/2015	VOLUFIDE	Volunteer Fire Dept	3,710.00	0
Check Total:				109,186.47	

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 12/31/2014 - 3:23PM
Warrant Request Date: 01/05/2015
DAC Fund:

Batch: 00501.01.2015 - 01/05/2015 Warrent Registe

Line	Claimant	Voucher No.	Amount
1	A-1 National Fence	000057268	335.00
2	ASI Administrative Solutions, Inc	000057269	209.00
3	Asphalt Repair, Co	000057270	2,000.00
4	Auto Zone, Inc.	000057271	47.97
5	Award Company of America	000057272	98.50
6	BSK Associates	000057273	2,786.70
7	CalACT	000057274	415.00
8	Capital Insurance Group	000057275	773.00
9	Castro, Pedro	000057276	156.00
10	Central Valley Upholstery	000057277	460.00
11	Chavarria, Alex	000057278	156.00
12	Chee, Steven	000057279	156.00
13	Chemical Waste Management Inc	000057280	5,307.54
14	City of Avenal	000057281	2,956.27
15	Comcast	000057282	383.18
16	Corcoran Hardware	000057284	5.68
17	Corcoran Free Will Baptist	000057283	200.00
18	Cramer, Gary	000057285	156.00
19	CSJVRMA	000057286	78,178.00
20	CWEA	000057287	286.00
21	Data Ticket Inc	000057288	200.00
22	De Lage Landen	000057289	484.24
23	Dura Tech USA, Inc.	000057290	3,010.00
24	Economy Smog	000057291	49.75
25	Federico Consulting Inc	000057292	3,622.55
26	Ferguson Enterprises, Inc	000057293	3,760.35
27	Geil Enterprises, Inc	000057294	192.00
28	Gibson, Kathy	000057295	156.00
29	Haaker Equipment Company	000057296	107.50
30	Hanford Veterinary Hospital	000057297	313.12
31	Harris, John	000057298	156.00
32	Herald Printing ltd	000057299	1,670.54
33	Images/RadioShack Dealer	000057300	21.46
34	Industrial Test Systems Inc	000057301	227.49
35	Jones Electric	000057302	505.00
36	Jorgensen & Company	000057303	169.83
37	Kings County Department of Agriculture	000057305	30.00
38	Keller Motors	000057304	955.19
39	Kings County Treasurer	000057307	7,349.48
40	Kings County Treasurer	000057308	106,250.00
41	Kings County Fire Department	000057306	190.00
42	Kings Rehabilitation Center	000057309	7,193.00
43	Kumar MD, Inc., Ravi I.	000057310	140.00
44	Martinez, Noe	000057311	120.00
45	Meneses, Miguel	000057312	320.00
46	Mutual of Omaha	000057313	2,042.19

Page Total: \$234,301.53

Line	Claimant	Voucher No.	Amount
47	New Life Tabernacle	000057314	200.00
48	NHA Advisors	000057315	1,962.50
49	Office Depot	000057316	1,210.17
50	PAPA	000057317	160.00
51	PG&E	000057318	5,846.85
52	Pitney Bowes Inc	000057319	500.00
53	Pizza Factory	000057320	158.68
54	Quad Knopf, Inc.	000057321	36,665.82
55	Quality Pool Service	000057322	2,449.73
56	Richard's Chevrolet	000057323	26.61
57	Robinsons Interior Inc	000057324	600.00
58	Sawtelle Rosprim Machine Shop	000057325	65.84
59	SC Communications, Inc	000057326	990.00
60	Shortnacy, Reuben	000057327	156.00
61	Smith, William	000057328	156.00
62	Springbrook Software Inc	000057329	846.00
63	State Water Resources Control	000057330	60.00
64	Telstar Instruments	000057331	595.00
65	The Cliff's Resort	000057332	3,264.63
66	The Gas Company	000057333	304.16
67	The Printer	000057334	375.34
68	Turnupseed Electric Svc Inc	000057335	13,012.49
69	Uline.Com	000057336	86.12
70	unWired Broadband	000057337	199.95
71	US Bank Equipment Finance	000057338	356.93
72	Verizon California	000057339	2,755.79
73	Verizon Wireless	000057340	4,370.54
74	Vulcan Materials Company	000057341	404.33
75	Wright's Electric	000057342	138.43
76	Zoom Imaging Solutions Inc	000057343	151.43
Page Total:			\$78,069.34
Grand Total:			\$312,370.87

Accounts Payable Voucher Approval List

User: spinedia
 Printed: 12/31/2014 - 3:24PM
 Batch: 00501.01.2015 - 01/05/2015 Warrent Register



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57268	12/31/2014	A-I National Fence	walk in gate-wvwp	120-435-300-210	335.00
Warrant Total:					335.00
57269	12/31/2014	ASI Administrative Solutions, Inc	cobra admin-Nov 2014	104-402-300-200	77.00
57269	12/31/2014	ASI Administrative Solutions, Inc	cobra admin-Oct2014	104-402-300-200	66.00
57269	12/31/2014	ASI Administrative Solutions, Inc	cobra admin-Nov2014	104-402-300-200	66.00
Warrant Total:					209.00
57270	12/31/2014	Asphalt Repair, Co	patch hot asphalt	105-437-300-200	2,000.00
Warrant Total:					2,000.00
57271	12/31/2014	Auto Zone, Inc.	dept supplies	104-421-300-210	47.97
Warrant Total:					47.97
57272	12/31/2014	Award Company of America	award plaques (walnut)	104-401-300-210	98.50
Warrant Total:					98.50
57273	12/31/2014	BSK Associates	wvwp-plant INF/EFF/Lagoon	120-435-300-200	174.00
57273	12/31/2014	BSK Associates	coliform presence/absence	105-437-300-200	136.00
57273	12/31/2014	BSK Associates	arsenic-coliforms-nitrates	105-437-300-200	60.00
57273	12/31/2014	BSK Associates	coliform presence/absence	105-437-300-200	136.00
57273	12/31/2014	BSK Associates	arsenic-coliform-nitrates	105-437-300-200	60.00
57273	12/31/2014	BSK Associates	coliform presence/absence	105-437-300-200	136.00
57273	12/31/2014	BSK Associates	arsenic-coliform-nitrates	105-437-300-200	60.00
57273	12/31/2014	BSK Associates	project-e110130IF	120-435-300-200	2,024.70
Warrant Total:					2,786.70
57274	12/31/2014	CalACT	membership renewal-steve kroeker	145-410-300-170	415.00
Warrant Total:					415.00
57275	12/31/2014	Capital Insurance Group	impounds Gina Soliz	177-448-300-162	773.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57276	12/31/2014	Pedro Castro	POST TEAM BUILDING WORKSHOP-CASTRO, PEDRO	104-421-300-270	773.00
				Warrant Total:	773.00
57277	12/31/2014	Central Valley Upholstery	upholstery repair unit 54	120-435-300-260	460.00
				Warrant Total:	460.00
57278	12/31/2014	Alex Chavarria	POST TEAM BUILDING WORKSHOP	104-421-300-270	156.00
				Warrant Total:	156.00
57279	12/31/2014	Steven Chee	POST TEAM BUILDING WORKSHOP	104-421-300-270	156.00
				Warrant Total:	156.00
57280	12/31/2014	Chemical Waste Management Inc	filter press sludge removal	105-437-300-200	4,947.54
57280	12/31/2014	Chemical Waste Management Inc	bin removal	105-437-300-200	360.00
				Warrant Total:	5,307.54
57281	12/31/2014	City of Avenal	Nov 2014 Avenal/Corc Animal control agreement	104-421-300-203	2,956.27
				Warrant Total:	2,956.27
57282	12/31/2014	Comcast	PD internet service	104-432-300-220	193.82
57282	12/31/2014	Comcast	wwtp- internet service	120-435-300-220	189.36
				Warrant Total:	383.18
57284	12/31/2014	Corcoran Hardware	dry screw	104-407-300-197	5.68
				Warrant Total:	5.68
57283	12/31/2014	Corcoran Free Will Baptist	vets hall rental deposit refund	104-000-362-085	200.00
				Warrant Total:	200.00
57285	12/31/2014	Gary Cramer	POST TEAM BUILDING WORKSHOP	104-421-300-270	156.00
				Warrant Total:	156.00
57286	12/31/2014	CSJVRMA	liability program	112-438-300-130	237.00
57286	12/31/2014	CSJVRMA	liability program	120-435-300-130	2,112.00
57286	12/31/2014	CSJVRMA	liability program	121-439-300-130	139.00
57286	12/31/2014	CSJVRMA	liability program	105-437-300-130	5,146.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57286	12/31/2014	CSIVRMA	liability program	145-410-300-130	2,210.00
57286	12/31/2014	CSIVRMA	liability program	136-415-300-130	1,026.00
57286	12/31/2014	CSIVRMA	liability program	104-401-300-130	153.00
57286	12/31/2014	CSIVRMA	liability program	104-402-300-130	700.00
57286	12/31/2014	CSIVRMA	liability program	104-405-300-130	1,302.00
57286	12/31/2014	CSIVRMA	liability program	104-406-300-130	200.00
57286	12/31/2014	CSIVRMA	liability program	104-407-300-130	448.00
57286	12/31/2014	CSIVRMA	liability program	104-411-300-130	351.00
57286	12/31/2014	CSIVRMA	liability program	104-412-300-130	1,031.00
57286	12/31/2014	CSIVRMA	liability program	104-421-300-130	9,602.00
57286	12/31/2014	CSIVRMA	liability program	104-431-300-130	608.00
57286	12/31/2014	CSIVRMA	liability program	104-432-300-130	769.00
57286	12/31/2014	CSIVRMA	liability program	104-432-300-130	26.00
57286	12/31/2014	CSIVRMA	liability program	104-433-300-130	441.00
57286	12/31/2014	CSIVRMA	liability program	109-434-300-130	1,457.00
57286	12/31/2014	CSIVRMA	water compensation	104-402-200-121	764.41
57286	12/31/2014	CSIVRMA	water compensation	104-405-200-121	542.00
57286	12/31/2014	CSIVRMA	water compensation	104-406-200-121	359.00
57286	12/31/2014	CSIVRMA	water compensation	104-407-200-121	545.10
57286	12/31/2014	CSIVRMA	water compensation	104-412-200-121	4,206.00
57286	12/31/2014	CSIVRMA	water compensation	104-431-200-121	1,112.00
57286	12/31/2014	CSIVRMA	water compensation	104-433-200-121	3,410.00
57286	12/31/2014	CSIVRMA	water compensation	104-433-200-121	2,424.00
57286	12/31/2014	CSIVRMA	water compensation	112-438-200-121	520.00
57286	12/31/2014	CSIVRMA	water compensation	120-435-200-121	4,280.80
57286	12/31/2014	CSIVRMA	water compensation	121-439-200-121	1,070.20
57286	12/31/2014	CSIVRMA	water compensation	105-437-200-121	6,530.00
57286	12/31/2014	CSIVRMA	water compensation	145-410-200-121	7,637.00
57286	12/31/2014	CSIVRMA	water compensation	274-503-200-121	174.97
57286	12/31/2014	CSIVRMA	water compensation	274-503-200-121	164.15
57286	12/31/2014	CSIVRMA	water compensation	274-504-200-121	179.37
57286	12/31/2014	CSIVRMA	water compensation	177-448-200-121	197.00
57286	12/31/2014	CSIVRMA	water compensation	311-408-200-121	538.00
57286	12/31/2014	CSIVRMA	water compensation	104-421-200-121	15,566.00
				Warrant Total:	78,178.00
57287	12/31/2014	CWEA	membership renewal-L.M. Chavez	120-435-300-170	286.00
				Warrant Total:	286.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57288	12/31/2014	Data Ticket Inc	on line citation processing	104-407-300-200	200.00
				Warrant Total:	200.00
57289	12/31/2014	De Lage Landen	copier lease/city hall	104-432-300-180	484.24
				Warrant Total:	484.24
57290	12/31/2014	Dura Tech USA, Inc.	Vehicle equip/mdt acct#800909008952264	104-421-300-210	3,010.00
				Warrant Total:	3,010.00
57291	12/31/2014	Economy Smog	annual smog check	120-435-300-260	49.75
				Warrant Total:	49.75
57292	12/31/2014	Federico Consulting Inc	phone services	105-437-300-220	1,811.30
57292	12/31/2014	Federico Consulting Inc	phone services	120-435-300-220	1,811.25
				Warrant Total:	3,622.55
57293	12/31/2014	Ferguson Enterprises, Inc	6" series 9001 air crush-check valve sta. 2	105-437-300-140	3,760.35
				Warrant Total:	3,760.35
57294	12/31/2014	Geil Enterprises, Inc	service alarm at RAO	104-432-300-140	192.00
				Warrant Total:	192.00
57295	12/31/2014	Kathy Gibson	POST TEAM BUILDING WORKSHOP--GIBSON, KATHY	104-421-300-270	156.00
				Warrant Total:	156.00
57296	12/31/2014	Haaker Equipment Company	tiger tail-36" hose protector	120-435-300-140	107.50
				Warrant Total:	107.50
57297	12/31/2014	Hanford Veterinary Hospital	K9 VET SVC.	104-421-300-217	313.12
				Warrant Total:	313.12
57298	12/31/2014	John Harris	POST TEAM BUILDING WORKSHOP-HARRIS, JOHN	104-421-300-270	156.00
				Warrant Total:	156.00
57299	12/31/2014	Herald Printing lid	logo decals-12" (200)	104-431-300-210	1,034.96
57299	12/31/2014	Herald Printing lid	logo decals-5" (200)	104-431-300-210	635.58
				Warrant Total:	1,670.54

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57300	12/31/2014	Images/RadioShack Dealer	dept. supplies	104-421-300-210	21.46
				Warrant Total:	21.46
57301	12/31/2014	Industrial Test Systems Inc	reagent #1 kit (3)	105-437-300-210	227.49
				Warrant Total:	227.49
57302	12/31/2014	Jones Electric	ballast/repair lights-PD	104-432-300-200	343.00
57302	12/31/2014	Jones Electric	replace GCI outlets xmas tree park	104-432-300-200	162.00
				Warrant Total:	505.00
57303	12/31/2014	Jorgensen & Company	sem annual ansul sys. service	104-432-300-140	169.83
				Warrant Total:	169.83
57305	12/31/2014	Kings County Department of Agriculture	pesticide wrker sfy trng-Trino Gomez	104-421-300-270	10.00
57305	12/31/2014	Kings County Department of Agriculture	pesticide wrker sfy trng-Edgar Chavez	104-421-300-270	10.00
57305	12/31/2014	Kings County Department of Agriculture	pesticide wrker sfy trng-Pete Renteria	104-421-300-270	10.00
				Warrant Total:	30.00
57304	12/31/2014	Keller Motors	sl-n-converter-seals unit#189	105-437-300-260	1,062.69
57304	12/31/2014	Keller Motors	sl-n-converter core return	105-437-300-260	-107.50
				Warrant Total:	955.19
57307	12/31/2014	Kings County Treasurer	bond charges-9/1-14-12/29/14	120-435-340-343	7,349.48
				Warrant Total:	7,349.48
57308	12/31/2014	Kings County Treasurer	25% of fire contract	104-422-300-208	106,250.00
				Warrant Total:	106,250.00
57306	12/31/2014	Kings County Fire Department	spr 14-03 435 James	104-406-300-200	95.00
57306	12/31/2014	Kings County Fire Department	cup 14-01: 801 whitley ave	104-406-300-200	95.00
				Warrant Total:	190.00
57309	12/31/2014	Kings Rehabilitation Center	janitorial services	104-432-300-200	7,193.00
				Warrant Total:	7,193.00
57310	12/31/2014	Ravi I. Kumar MD, Inc.	pre employment v. Javaux	104-421-300-200	140.00
				Warrant Total:	140.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57311	12/31/2014	Noe Martinez	lawn mntce 2410 Bell	301-430-300-316	120.00
				Warrant Total:	120.00
57312	12/31/2014	Miguel Meneses	yard service-sayler estates landscaping	111-601-300-202	120.00
57312	12/31/2014	Miguel Meneses	yard service-sunrise villa landscaping	111-601-300-202	200.00
				Warrant Total:	320.00
57313	12/31/2014	Mutual of Omaha	general fund	104-000-202-011	1,570.29
57313	12/31/2014	Mutual of Omaha	water fund	105-000-202-011	53.62
57313	12/31/2014	Mutual of Omaha	water fund	109-000-202-011	22.75
57313	12/31/2014	Mutual of Omaha	sweeper/refuse fund	112-000-202-011	69.25
57313	12/31/2014	Mutual of Omaha	sewer fund	120-000-202-011	101.31
57313	12/31/2014	Mutual of Omaha	transit fund	145-000-202-011	213.71
57313	12/31/2014	Mutual of Omaha	storm drain fund	121-000-202-011	14.26
				Warrant Total:	2,042.19
57314	12/31/2014	New Life Tabernacle	vets hall rental deposit refund	104-000-362-085	200.00
				Warrant Total:	200.00
57315	12/31/2014	NHA Advisors	securities exchange commission mode	311-408-300-200	981.25
57315	12/31/2014	NHA Advisors	securities exchange commission mode	105-437-300-200	981.25
				Warrant Total:	1,962.50
57316	12/31/2014	Office Depot	office supplies	104-432-300-150	33.50
57316	12/31/2014	Office Depot	office supplies	104-432-300-210	45.63
57316	12/31/2014	Office Depot	office supplies*ink calc frame	104-407-300-197	789.97
57316	12/31/2014	Office Depot	office supplies register tape	104-405-300-150	152.99
57316	12/31/2014	Office Depot	office supplies paper	104-432-300-150	188.08
				Warrant Total:	1,210.17
57317	12/31/2014	PAPA	QAC lic-Cont Edu-Rudy Rodriguez	104-412-300-270	80.00
57317	12/31/2014	PAPA	QAC lic-Cont Edu-Phil McBride	104-412-300-270	80.00
				Warrant Total:	160.00
57318	12/31/2014	PG&E	acct#5304135173-4	109-434-300-240	5,046.47
57318	12/31/2014	PG&E	acct#3357250173-3	109-434-300-240	608.00
57318	12/31/2014	PG&E	acct#5304135173-4	111-601-300-240	80.81
57318	12/31/2014	PG&E	acct#5304135173-4	111-603-300-240	8.43

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57318	12/31/2014	PG&E	acct#5304135173-4	111-604-300-240	86.46
57318	12/31/2014	PG&E	acct#5304135173-4	104-412-300-240	16.68
				Warrant Total:	5,846.85
57319	12/31/2014	Pitney Bowes Inc	postage	104-432-300-152	500.00
57320	12/31/2014	Pizza Factory	meals for ethics training	104-401-300-271	158.68
				Warrant Total:	158.68
57321	12/31/2014	Quad Knopf, Inc.	prof svc Nov 16-Dec 13, 2014	104-406-300-200	169.92
57321	12/31/2014	Quad Knopf, Inc.	cons. admin/mngt. Bus wash	145-410-500-531	15,144.69
57321	12/31/2014	Quad Knopf, Inc.	Eng. svcs/utilites coord/Eviron. well 11a	105-437-500-540	2,341.31
57321	12/31/2014	Quad Knopf, Inc.	water treatment plant evaluation	105-437-500-540	3,587.86
57321	12/31/2014	Quad Knopf, Inc.	record of survey-well field	105-437-300-200	3,812.04
57321	12/31/2014	Quad Knopf, Inc.	sign management program	109-434-300-200	11,610.00
				Warrant Total:	36,665.82
57322	12/31/2014	Quality Pool Service	soda bicarbonate	104-411-300-200	489.13
57322	12/31/2014	Quality Pool Service	monthly service	104-411-300-200	850.00
57322	12/31/2014	Quality Pool Service	bulk chlorine	104-411-300-200	1,110.60
				Warrant Total:	2,449.73
57323	12/31/2014	Richard's Chevrolet	retainer unit#189	105-437-300-260	26.61
				Warrant Total:	26.61
57324	12/31/2014	Robinsons Interior Inc	Carpet-PD	104-432-300-200	600.00
				Warrant Total:	600.00
57325	12/31/2014	Sawelle Rosprim Machine Shop	fab 1: s/s nipple @18"	105-437-300-210	65.84
				Warrant Total:	65.84
57326	12/31/2014	SC Communications, Inc	dispatch equip svc repair	104-421-300-141	990.00
				Warrant Total:	990.00
57327	12/31/2014	Reuben Shortnacy	POST TEAM BUILDING WORKSHOP--RUBEN SHORTNACY	104-421-300-270	156.00
				Warrant Total:	156.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57328	12/31/2014	William Smith	POST TEAM BUILDING WORKSHOP-SMITH, WILLIAM	104-421-300-270	156.00
				Warrant Total:	156.00
57329	12/31/2014	Springbrook Software Inc	Utility payment service	104-405-300-200	846.00
				Warrant Total:	846.00
57330	12/31/2014	State Water Resources Control	t-2 cert. Joseph Pacheco	105-437-300-160	60.00
				Warrant Total:	60.00
57331	12/31/2014	Telstar Instruments	trouble shoot alarm with auger monster	120-435-300-140	595.00
				Warrant Total:	595.00
57332	12/31/2014	The Cliff's Resort	Shortancy, Cramer, Gibson, Smith, Castro, Chee, Harris, Chavarri	104-421-300-270	3,264.63
				Warrant Total:	3,264.63
57333	12/31/2014	The Gas Company	acct#0088834902	145-410-300-242	92.84
57333	12/31/2014	The Gas Company	acct#00891595001	104-432-300-242	26.33
57333	12/31/2014	The Gas Company	acct#06981596833	104-432-320-242	58.07
57333	12/31/2014	The Gas Company	acct#11484795064	104-411-300-242	14.79
57333	12/31/2014	The Gas Company	acct#06301527005	120-435-300-242	45.12
57333	12/31/2014	The Gas Company	acct#17151733304	301-430-300-316	67.01
				Warrant Total:	304.16
57334	12/31/2014	The Printer	printing service	104-421-300-155	375.34
				Warrant Total:	375.34
57335	12/31/2014	Turnpseed Electric Svc Inc	pump repair	121-439-300-140	11,998.25
57335	12/31/2014	Turnpseed Electric Svc Inc	check floats-storm water	121-439-300-140	202.54
57335	12/31/2014	Turnpseed Electric Svc Inc	reinstall and connect pump#2	121-439-300-140	811.70
				Warrant Total:	13,012.49
57336	12/31/2014	Uline.Com	evidence supplies	104-421-300-210	86.12
				Warrant Total:	86.12
57337	12/31/2014	unWired Broadband	wireless service-wrp	105-437-300-200	199.95
				Warrant Total:	199.95
57338	12/31/2014	US Bank Equipment Finance	copier lease	109-434-300-180	356.93

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	356.93
57339	12/31/2014	Verizon California	PD Line acct#834 04	104-421-300-220	959.12
57339	12/31/2014	Verizon California	City Hall Line acct#439 04	104-432-300-220	340.57
57339	12/31/2014	Verizon California	City Hall Line acct#649 00	104-432-300-220	1,023.50
57339	12/31/2014	Verizon California	telephone svc-RAO	136-415-300-220	49.22
57339	12/31/2014	Verizon California	telephone svc-pw fax	104-432-300-220	99.95
57339	12/31/2014	Verizon California	telephone svc-wtp	105-437-300-220	283.43
				Warrant Total:	2,755.79
57340	12/31/2014	Verizon Wireless	wireless air cards pd-acct#672028320 currentamnt due for DEC2014	104-421-300-221	2,415.79
57340	12/31/2014	Verizon Wireless	air card/mdt	104-421-300-221	80.84
57340	12/31/2014	Verizon Wireless	cell phone service	145-410-300-220	137.72
57340	12/31/2014	Verizon Wireless	cell phone service-air card	105-437-300-220	73.92
57340	12/31/2014	Verizon Wireless	wireless air cards pd-acct#672028320 prev amnt due for Oct2014	104-421-300-221	1,662.27
				Warrant Total:	4,370.54
57341	12/31/2014	Vulcan Materials Company	cold mix-road repair	109-434-300-200	404.33
				Warrant Total:	404.33
57342	12/31/2014	Wright's Electric	repair light	104-412-300-140	138.43
				Warrant Total:	138.43
57343	12/31/2014	Zoom Imaging Solutions Inc	Dept supplies	104-421-300-180	151.43
				Warrant Total:	151.43

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 01/14/2015 - 2:53PM
Warrant Request Date: 01/20/2015
DAC Fund:

Batch: 00502.01.2015 - 01/20/2015 Warrent Registe

Line	Claimant	Voucher No.	Amount
1	Amtrak	000057369	590.00
2	Amtrak	000057366	1,625.00
3	Amtrak	000057368	590.00
4	Amtrak	000057367	1,625.00
5	Asphalt Repair, Co	000057370	17,242.50
6	AT&T Mobility	000057371	75.06
7	Auto Zone, Inc.	000057372	211.68
8	Az Auto Parts	000057373	626.14
9	B & C Enterprises	000057374	2,687.71
10	BankCard Center	000057375	3,002.14
11	Beatwear Inc	000057376	156.95
12	Best Deal Food Co Inc.	000057377	18.77
13	Board of Equalization	000057378	9.00
14	C. A. Reding Company, Inc	000057379	99.00
15	Calolympic Safety	000057380	106.78
16	Carrot-Top Industries	000057381	489.70
17	Caves & Associates	000057382	511.88
18	Central Valley Lawn Care	000057383	350.00
19	Chevron & Texaco Card Svc	000057384	44.46
20	City of Corcoran	000057385	90.90
21	Comcast	000057386	195.95
22	Corcoran Hardware	000057387	803.02
23	Corcoran Publishing Company	000057388	566.00
24	Dept of Justice	000057389	1,038.00
25	Division of State Architect	000057390	248.10
26	Farley Law Firm	000057391	20,247.62
27	Hayes Garage Doors	000057392	350.00
28	Home Depot Credit Services	000057393	40.59
29	Indoff Inc.	000057394	2,265.25
30	Jones Electric	000057395	112.00
31	Jorgensen & Company	000057396	760.00
32	Kings Community Action Organization	000057397	116.64
33	Kings County Sheriff's Office	000057399	14,256.28
34	Kings County Fire Department	000057398	106,250.00
35	Kings Rehabilitation Center	000057400	7,193.00
36	Kings Waste & Recycling	000057401	11,580.74
37	Nolan's Plumbing	000057402	549.93
38	PG&E	000057403	83,313.18
39	Pitney Bowes Inc	000057404	145.13
40	Pitney Bowes Inc	000057405	49.34
41	Plain Insane Graphics	000057406	94.50
42	Poly Anna's Flowers and Things	000057407	53.75
43	Price, Paige & Company	000057408	7,500.00
44	Prudential Overall Supply	000057409	643.45
45	Quad Knopf, Inc.	000057410	5,300.70
46	Quality Pool Service	000057411	2,654.62

Page Total: \$296,480.46

Line	Claimant	Voucher No.	Amount
47	Quest Diagnostics	000057412	29.29
48	Res-Com	000057413	429.00
49	Sawtelle & Rosprim Industrial	000057415	2,810.16
50	Self Help Enterprises	000057417	274,923.00
51	Select Business Systems	000057416	1,278.45
52	Shell Fleet Plus	000057418	7,502.32
53	SJVAPCD	000057419	479.00
54	Southern California Gas Company/Sundry Billing, ML	000057420	12,455.22
55	S & R Specialty Equipment	000057414	136.98
56	State Board of Equalization	000057421	9.35
57	Sterling Codifiers Inc	000057422	500.00
58	Target Specialty Products	000057423	450.92
59	Terminix	000057424	40.00
60	The Gas Company	000057425	803.68
61	The Printer	000057426	26.88
62	Toshiba Financial Services	000057427	391.52
63	Turnupseed Electric Svc Inc	000057430	759.63
64	Tulare County Jail, Industries Engraving Program	000057428	27.00
65	Tule Trash Company	000057429	6,829.45
66	Univar USA Inc	000057431	4,055.78
67	Verizon California	000057432	2,625.91
68	Verizon Wireless	000057433	213.77
69	Will Tiesiera Ford-Mercury	000057434	1,800.58
70	Wright's Electric	000057435	430.87

Page Total: \$319,008.76

Grand Total: \$615,489.22

Accounts Payable

Voucher Approval List



User: spineda
 Printed: 01/14/2015 - 2:50PM
 Batch: 00502.01.2015 - 01/20/2015 Warrent Register

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57366	1/14/2015	Amtrak	tickets/125 corc-hanfords	145-410-300-292	812.50
57366	1/14/2015	Amtrak	tickets/125 hanf to corcoran	145-410-300-292	812.50
57367	1/14/2015	Amtrak	tickets/125 hanf to corc	145-410-300-292	812.50
57367	1/14/2015	Amtrak	tickets/125 corc to hanf	145-410-300-292	812.50
57368	1/14/2015	Amtrak	tickets/10- ride passes	145-410-300-292	590.00
57369	1/14/2015	Amtrak	tickets/10- ride passes	145-410-300-292	590.00
Warrant Total:					4,430.00
57370	1/14/2015	Asphalt Repair, Co	pathe paving-whitley and van dorsten	109-434-300-213	3,025.00
57370	1/14/2015	Asphalt Repair, Co	pathe paving-500 Bik Dairy ave	109-434-300-213	3,712.50
57370	1/14/2015	Asphalt Repair, Co	pathe paving-whitley and chase ave	109-434-300-213	2,200.00
57370	1/14/2015	Asphalt Repair, Co	pathe paving-sherman ave for water dept.	109-434-300-200	2,200.00
57370	1/14/2015	Asphalt Repair, Co	pathe paving-whitley and chittenden	109-434-300-213	2,035.00
57370	1/14/2015	Asphalt Repair, Co	pathe paving-whitley and norboe	109-434-300-213	2,035.00
57370	1/14/2015	Asphalt Repair, Co	pathe paving-chittenden/alley exit for water dept	109-434-300-200	2,035.00
Warrant Total:					17,242.50
57371	1/14/2015	AT&T Mobility	cell phone svc	120-435-300-220	75.06
Warrant Total:					75.06
57372	1/14/2015	Auto Zone, Inc.	dept supplies	104-421-300-210	20.00
57372	1/14/2015	Auto Zone, Inc.	duralast brake rotor unit#189	105-437-300-260	75.90
57372	1/14/2015	Auto Zone, Inc.	dept supplies-air filter /oil filter	104-433-300-210	115.78
Warrant Total:					211.68
57373	1/14/2015	Az Auto Parts	air fliter unit 216	145-410-300-260	20.66
57373	1/14/2015	Az Auto Parts	motor reg/unit175	104-421-300-260	210.98
57373	1/14/2015	Az Auto Parts	air fliter--unit175	104-421-300-260	15.33
57373	1/14/2015	Az Auto Parts	belt and dressing unit#175	104-421-300-260	30.07
57373	1/14/2015	Az Auto Parts	air filter unit#186	104-421-300-260	15.60
57373	1/14/2015	Az Auto Parts	nao ceramic unit#186	104-421-300-260	49.72

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57373	1/14/2015	Az Auto Parts	water pump unit#175	104-421-300-260	38.71
57373	1/14/2015	Az Auto Parts	oil drain plug	104-421-300-260	79.34
57373	1/14/2015	Az Auto Parts	disconnect flare	104-433-300-210	6.28
57373	1/14/2015	Az Auto Parts	wd 40	105-437-300-210	41.02
57373	1/14/2015	Az Auto Parts	motor mount unit#189	105-437-300-260	11.61
57373	1/14/2015	Az Auto Parts	centennial battery unit#49	121-439-300-140	53.75
57373	1/14/2015	Az Auto Parts	nao ceramic unit#197	104-421-300-260	53.07
Warrant Total:					626.14
57374	1/14/2015	B & C Enterprises	fuel	145-410-300-250	353.51
57374	1/14/2015	B & C Enterprises	fuel	104-421-300-250	316.89
57374	1/14/2015	B & C Enterprises	fuel	104-421-300-250	1,437.17
57374	1/14/2015	B & C Enterprises	fuel	104-433-300-250	125.80
57374	1/14/2015	B & C Enterprises	fuel	112-438-300-250	128.13
57374	1/14/2015	B & C Enterprises	fuel	120-435-300-250	326.21
Warrant Total:					2,687.71
57375	1/14/2015	BankCard Center	earthlink--Joyce Venegas CC	104-401-300-157	34.95
57375	1/14/2015	BankCard Center	certified mail--Kevin Tromberg CC	104-405-300-150	51.92
57375	1/14/2015	BankCard Center	stamps--Soledad Ruiz-Nunez CC	104-432-300-152	60.50
57375	1/14/2015	BankCard Center	hyatt hotel Monterey--Soledad Ruiz-Nunez CC	104-405-300-200	147.00
57375	1/14/2015	BankCard Center	panel lunch/clerk disp. int. --Soledad Ruiz-Nunez CC	104-421-300-200	43.65
57375	1/14/2015	BankCard Center	training-A chavarria--Geiseman, Maria Castro-CC	104-421-300-270	80.00
57375	1/14/2015	BankCard Center	Training/Regist/W. Smith--Geiseman, Maria Castro-CC	104-421-300-270	555.00
57375	1/14/2015	BankCard Center	sun badges/badges--Geiseman, Maria Castro-CC	104-421-300-270	99.30
57375	1/14/2015	BankCard Center	dept supplies/interview room--Geiseman, Maria Castro-CC	104-421-300-270	97.90
57375	1/14/2015	BankCard Center	lodging/meeting/R.S.-Shortmancy, Reuben Cc	104-401-300-270	157.16
57375	1/14/2015	BankCard Center	lodging/meeting/C. Cramer-Shortmancy, Reuben Cc	104-421-300-270	157.16
57375	1/14/2015	BankCard Center	lodging/meeting/R.S.-Shortmancy, Reuben Cc	104-421-300-270	221.68
57375	1/14/2015	BankCard Center	Postage-Gas meter-Kroker, Steve Cc	120-435-300-140	45.20
57375	1/14/2015	BankCard Center	evidence trng Roark and Beavers.-Shortmancy, Reuben Cc	104-421-300-270	1,200.00
57375	1/14/2015	BankCard Center	Business expense-Kroker, Steve Cc	105-437-300-270	27.50
57375	1/14/2015	BankCard Center	dept supplies -Shortmancy, Reuben Cc	104-421-300-210	23.22
Warrant Total:					3,002.14
57376	1/14/2015	Beatwear Inc	Boot Saladana, J	104-421-200-125	156.95
Warrant Total:					156.95
57377	1/14/2015	Best Deal Food Co Inc.	animal control supplies dog food	104-421-300-203	18.77

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57378	1/14/2015	Board of Equalization	sales and use tax 4th qtr 2014	104-405-300-155	18.77
				Warrant Total:	18.77
57379	1/14/2015	C. A. Reding Company, Inc	copier lease depot	145-410-300-180	9.00
				Warrant Total:	9.00
57380	1/14/2015	Calolympic Safety	gas meter calibration	120-435-300-140	106.78
				Warrant Total:	106.78
57381	1/14/2015	Carrot-Top Industries	us and caifornia state flags	104-432-300-210	489.70
				Warrant Total:	489.70
57382	1/14/2015	Caves & Associates	negotiations January 2015	104-402-300-200	511.88
				Warrant Total:	511.88
57383	1/14/2015	Central Valley Lawn Care	lawn service-pheasant ridge	111-602-300-202	350.00
				Warrant Total:	350.00
57384	1/14/2015	Chevron & Texaco Card Svc	fuel for PD	104-421-300-250	44.46
				Warrant Total:	44.46
57385	1/14/2015	City of Corcoran	city/RDA 2410 Bell 12/1-31/2014	301-430-300-316	90.90
				Warrant Total:	90.90
57386	1/14/2015	Comcast	service-wwtp	120-435-300-220	195.95
				Warrant Total:	195.95
57387	1/14/2015	Corcoran Hardware	dept supplies	104-402-300-210	12.87
57387	1/14/2015	Corcoran Hardware	dept supplies	104-402-300-210	32.22
57387	1/14/2015	Corcoran Hardware	dept supplies	104-421-300-210	47.25
57387	1/14/2015	Corcoran Hardware	dept supplies	104-431-300-262	14.46
57387	1/14/2015	Corcoran Hardware	dept supplies	104-432-300-210	38.30
57387	1/14/2015	Corcoran Hardware	dept supplies	104-433-300-210	3.75
57387	1/14/2015	Corcoran Hardware	dept supplies	109-434-300-210	46.23
57387	1/14/2015	Corcoran Hardware	dept supplies	120-435-300-210	223.04
57387	1/14/2015	Corcoran Hardware	dept supplies	105-437-300-210	317.33

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57387	1/14/2015	Corcoran Hardware	dept supplies	121-439-300-210	19.31
57387	1/14/2015	Corcoran Hardware	dept supplies	104-421-300-210	36.26
57387	1/14/2015	Corcoran Hardware	tools and screws	104-407-300-198	12.00
			Warrant Total:		803.02
57388	1/14/2015	Corcoran Publishing Company	city transit ad Dec 11 & 15, 2014	145-410-300-156	566.00
			Warrant Total:		566.00
57389	1/14/2015	Dept of Justice	live scan fees Nov 2014	104-421-300-148	1,038.00
			Warrant Total:		1,038.00
57390	1/14/2015	Division of State Architect	SB 1186 fees 4th qtr 2014	104-000-323-009	248.10
			Warrant Total:		248.10
57391	1/14/2015	Farley Law Firm	legal expenses	104-403-300-200	20,247.62
			Warrant Total:		20,247.62
57392	1/14/2015	Hayes Garage Doors	5 gate remotes	145-410-300-140	125.00
57392	1/14/2015	Hayes Garage Doors	5 gate remotes	105-437-300-140	125.00
57392	1/14/2015	Hayes Garage Doors	5 gate remotes	120-435-300-140	100.00
			Warrant Total:		350.00
57393	1/14/2015	Home Depot Credit Services	dept supplies	104-432-300-210	24.16
57393	1/14/2015	Home Depot Credit Services	dept supplies	109-434-300-210	10.62
57393	1/14/2015	Home Depot Credit Services	dept supplies	105-437-300-210	5.81
			Warrant Total:		40.59
57394	1/14/2015	Indoff Inc.	RPT writing cabinet and Rec. Mgr Office Cabinets	104-421-300-210	2,265.25
			Warrant Total:		2,265.25
57395	1/14/2015	Jones Electric	cement electrical lids (2)	109-434-300-210	112.00
			Warrant Total:		112.00
57396	1/14/2015	Jorgensen & Company	fire alarm annual svc	136-415-300-200	380.00
57396	1/14/2015	Jorgensen & Company	fire alarm annual svc	145-410-300-200	380.00
			Warrant Total:		760.00
57397	1/14/2015	Kings Community Action Organization	water	105-000-202-010	65.28

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57397	1/14/2015	Kings Community Action Organization	sewer	120-000-202-010	18.25
57397	1/14/2015	Kings Community Action Organization	refuse	112-000-202-010	25.50
57397	1/14/2015	Kings Community Action Organization	other	105-000-202-010	7.61
				Warrant Total:	116.64
57399	1/14/2015	Kings County Sheriff's Office	fiscal year 14/15 2nd Qtr billing /Narcotic task force	104-421-300-201	7,128.14
57399	1/14/2015	Kings County Sheriff's Office	fiscal year 14/15 1st Qtr billing /Narcotic task force	104-421-300-201	7,128.14
				Warrant Total:	14,256.28
57398	1/14/2015	Kings County Fire Department	011215	104-422-300-208	106,250.00
				Warrant Total:	106,250.00
57400	1/14/2015	Kings Rehabilitation Center	janitorial svcs	136-415-300-200	3,122.21
57400	1/14/2015	Kings Rehabilitation Center	janitorial svcs	104-432-300-200	3,870.79
57400	1/14/2015	Kings Rehabilitation Center	janitorial svcs	145-410-300-200	200.00
				Warrant Total:	7,193.00
57401	1/14/2015	Kings Waste & Recycling	December 2014 tickets	112-436-300-192	11,580.74
				Warrant Total:	11,580.74
57402	1/14/2015	Nolan's Plumbing	toilet replacement	136-415-300-200	428.52
57402	1/14/2015	Nolan's Plumbing	repairs, thermostat, 2410 bell	301-430-300-316	121.41
				Warrant Total:	549.93
57403	1/14/2015	PG&E	acct#99497000756-9	111-601-300-240	10.18
57403	1/14/2015	PG&E	acct#99497000756-9	145-410-300-240	554.31
57403	1/14/2015	PG&E	acct#99497000756-9	104-411-300-240	2,288.98
57403	1/14/2015	PG&E	acct#99497000756-9	104-412-300-240	562.95
57403	1/14/2015	PG&E	acct#99497000756-9	104-432-300-240	4,033.81
57403	1/14/2015	PG&E	acct#99497000756-9	104-432-320-240	110.91
57403	1/14/2015	PG&E	acct#99497000756-9	109-434-300-240	399.21
57403	1/14/2015	PG&E	acct#99497000756-9	120-435-300-240	18,942.77
57403	1/14/2015	PG&E	acct#99497000756-9	121-439-300-240	1,519.49
57403	1/14/2015	PG&E	acct#99497000756-9	105-437-300-240	54,870.21
57403	1/14/2015	PG&E	acct#8465964727-9	111-602-300-202	10.18
57403	1/14/2015	PG&E	acct#9417235641-5	111-602-300-202	10.18
				Warrant Total:	83,313.18

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57404	1/14/2015	Pitney Bowes Inc	postage machine lease acct#21369500208	104-432-300-180	145.13
				Warrant Total:	145.13
57405	1/14/2015	Pitney Bowes Inc	finance charges-- late	104-432-300-152	49.34
				Warrant Total:	49.34
57406	1/14/2015	Plain Insane Graphics	pd vehicle decals	104-421-300-155	94.50
				Warrant Total:	94.50
57407	1/14/2015	Poly Anna's Flowers and Things	plant-condolence (Robertson)	104-401-300-270	53.75
				Warrant Total:	53.75
57408	1/14/2015	Price, Paige & Company	Audit	104-405-300-200	7,500.00
				Warrant Total:	7,500.00
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	145-410-300-200	71.49
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	136-415-300-200	71.50
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	104-432-300-200	71.50
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	104-432-300-200	71.50
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	104-432-300-200	71.50
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	104-433-300-200	71.49
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	104-433-300-180	71.49
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	120-435-300-200	71.49
57409	1/14/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mop	105-437-300-200	71.49
				Warrant Total:	643.45
57410	1/14/2015	Quad Knopf, Inc.	gen engineering services	104-431-300-200	448.20
57410	1/14/2015	Quad Knopf, Inc.	high speed rail	104-431-300-200	758.61
57410	1/14/2015	Quad Knopf, Inc.	gen engineering svcs	104-406-300-200	3,863.12
57410	1/14/2015	Quad Knopf, Inc.	web based GIS annual hosting	104-431-300-200	230.77
				Warrant Total:	5,300.70
57411	1/14/2015	Quality Pool Service	soda bicarbonate	104-411-300-200	225.75
57411	1/14/2015	Quality Pool Service	hydrochloric acid	104-411-300-200	850.00
57411	1/14/2015	Quality Pool Service	hydrochloric acid	104-411-300-200	377.22
57411	1/14/2015	Quality Pool Service	hydrochloric acid	104-411-300-200	1,201.65
				Warrant Total:	2,654.62

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57412	1/14/2015	Quest Diagnostics	pre employment V. Javeux	104-421-300-200	29.29
					Warrant Total:
					29.29
57413	1/14/2015	Res-Com	pest control-depot	145-410-300-200	33.00
57413	1/14/2015	Res-Com	pest control-pool bdgl	104-411-300-200	33.00
57413	1/14/2015	Res-Com	pest control-roa	136-415-300-200	33.00
57413	1/14/2015	Res-Com	pest control-city hall/PD/CC	104-432-300-200	99.00
57413	1/14/2015	Res-Com	pest control-city hall-new	104-432-300-200	33.00
57413	1/14/2015	Res-Com	pest control-pw	104-432-300-200	99.00
57413	1/14/2015	Res-Com	pest control-vet	104-432-320-200	33.00
57413	1/14/2015	Res-Com	pest control-wwtp	120-435-300-200	33.00
57413	1/14/2015	Res-Com	pest control-wrp	105-437-300-200	33.00
					Warrant Total:
					429.00
57415	1/14/2015	Sawelle & Rosprim Industrial	dept supplies	104-433-300-210	298.44
57415	1/14/2015	Sawelle & Rosprim Industrial	grind wheel/ovation flap	109-434-300-140	45.40
57415	1/14/2015	Sawelle & Rosprim Industrial	dept supplies	109-434-300-210	3.23
57415	1/14/2015	Sawelle & Rosprim Industrial	dept supplies	120-435-300-210	187.73
57415	1/14/2015	Sawelle & Rosprim Industrial	screws/cap screws/hex nuts	120-435-300-140	25.88
57415	1/14/2015	Sawelle & Rosprim Industrial	dept supplies	105-437-300-140	223.92
57415	1/14/2015	Sawelle & Rosprim Industrial	repair circular clarifier	120-435-300-140	2,025.56
					Warrant Total:
					2,810.16
57417	1/14/2015	Self Help Enterprises	cdbs-2012 gen admin	274-503-300-200	1,974.00
57417	1/14/2015	Self Help Enterprises	2012 gen admin	264-547-300-200	761.00
57417	1/14/2015	Self Help Enterprises	home PI home buyer act DEL	177-448-300-202	3,088.00
57417	1/14/2015	Self Help Enterprises	home PI home buyer loans/grants	177-448-300-313	47,500.00
57417	1/14/2015	Self Help Enterprises	cdbs-2012 gen admin	274-503-300-200	1,974.00
57417	1/14/2015	Self Help Enterprises	cdbs-rehab act delivery	274-501-300-200	33,778.00
57417	1/14/2015	Self Help Enterprises	cdbs-rehab loans/grants	274-501-300-290	144,000.00
57417	1/14/2015	Self Help Enterprises	cdbs-homebuyer act delivery	274-502-300-200	3,348.00
57417	1/14/2015	Self Help Enterprises	cdbs-homebuyer loans/grants	274-502-300-313	38,500.00
					Warrant Total:
					274,923.00
57416	1/14/2015	Select Business Systems	contact base rate charge 10/12/14-01/11/15	104-432-300-140	820.05
57416	1/14/2015	Select Business Systems	overage 10/12/14-01/11/15	104-432-300-140	416.66
57416	1/14/2015	Select Business Systems	taxes	104-432-300-140	41.74

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	1,278.45
57418	1/14/2015	Shell Fleet Plus	fuel	145-410-300-250	1,747.66
57418	1/14/2015	Shell Fleet Plus	fuel	104-412-300-250	418.77
57418	1/14/2015	Shell Fleet Plus	fuel	104-421-300-250	3,002.13
57418	1/14/2015	Shell Fleet Plus	fuel	104-431-300-250	194.44
57418	1/14/2015	Shell Fleet Plus	fuel	109-434-300-250	528.04
57418	1/14/2015	Shell Fleet Plus	fuel	112-438-300-250	183.43
57418	1/14/2015	Shell Fleet Plus	fuel	120-435-300-250	375.15
57418	1/14/2015	Shell Fleet Plus	fuel	105-437-300-250	1,052.70
				Warrant Total:	7,502.32
57419	1/14/2015	SIVAPCD	15/16 annual permit to operate	105-437-300-160	479.00
				Warrant Total:	479.00
57420	1/14/2015	Southern California Gas Company/Utility-Billing, N	Gas Service Contract-Bus wash	145-410-500-531	12,455.22
				Warrant Total:	12,455.22
57414	1/14/2015	S & R Specialty Equipment	1"	105-437-300-140	128.57
57414	1/14/2015	S & R Specialty Equipment	monthly svc	120-435-300-140	8.41
				Warrant Total:	136.98
57421	1/14/2015	State Board of Equalization	Diesel fuel tax 4th qtr 2014	145-410-300-250	9.35
				Warrant Total:	9.35
57422	1/14/2015	Sterling Codifiers Inc	2015 hosting fee for Municipal code	104-402-300-200	500.00
				Warrant Total:	500.00
57423	1/14/2015	Target Specialty Products	dept supplies	104-421-300-210	450.92
				Warrant Total:	450.92
57424	1/14/2015	Terminix	service for Belll 2410 12/18/14	301-430-300-316	40.00
				Warrant Total:	40.00
57425	1/14/2015	The Gas Company	utilities-depot	145-410-300-242	237.88
57425	1/14/2015	The Gas Company	utilities-new city hall	104-432-300-242	182.36
57425	1/14/2015	The Gas Company	utilities-PW	104-432-300-242	241.68
57425	1/14/2015	The Gas Company	utilities-wwrfp	120-435-300-242	141.76

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57426	1/14/2015	The Printer	centennial invite	104-406-300-200	803.68
Warrant Total:					26.88
57427	1/14/2015	Toshiba Financial Services	copier rental	104-421-300-180	391.52
Warrant Total:					391.52
57430	1/14/2015	Turnupseed Electric Svc Inc	mc donalds storm drain pump#1	121-439-300-140	281.52
57430	1/14/2015	Turnupseed Electric Svc Inc	mc donalds storm drain-replace floats	121-439-300-140	241.04
57430	1/14/2015	Turnupseed Electric Svc Inc	connect temp. power to scum pump	121-439-300-140	237.07
Warrant Total:					759.63
57428	1/14/2015	Industries Engraving Program Tulare County Jail	engraving svc	104-421-300-200	27.00
Warrant Total:					27.00
57429	1/14/2015	Tule Trash Company	dump fee tickets306305	112-436-300-192	109.50
57429	1/14/2015	Tule Trash Company	dump fee tickets306281	112-436-300-192	164.25
57429	1/14/2015	Tule Trash Company	dump fee tickets306257	112-436-300-192	149.40
57429	1/14/2015	Tule Trash Company	dump fee tickets307412	112-436-300-192	152.10
57429	1/14/2015	Tule Trash Company	dump fee tickets307395	112-436-300-192	180.90
57429	1/14/2015	Tule Trash Company	dump fee tickets309247	112-436-300-192	372.75
57429	1/14/2015	Tule Trash Company	dump fee tickets309213	112-436-300-192	196.65
57429	1/14/2015	Tule Trash Company	dump fee tickets309325	112-436-300-192	199.80
57429	1/14/2015	Tule Trash Company	dump fee tickets309289	112-436-300-192	152.55
57429	1/14/2015	Tule Trash Company	pull fee	112-436-300-192	1,755.00
57429	1/14/2015	Tule Trash Company	dump fee tickets#307452	112-436-300-192	125.55
57429	1/14/2015	Tule Trash Company	pull fee	112-436-300-192	195.00
57429	1/14/2015	Tule Trash Company	dump ticket#307361	112-436-300-192	590.00
57429	1/14/2015	Tule Trash Company	dump ticket#307614	112-436-300-192	654.00
57429	1/14/2015	Tule Trash Company	dump ticket#3307701	112-436-300-192	482.40
57429	1/14/2015	Tule Trash Company	dump ticket#307688	112-436-300-192	629.60
57429	1/14/2015	Tule Trash Company	pull fee	112-436-300-192	720.00
Warrant Total:					6,829.45
57431	1/14/2015	Univar USA Inc	sod hypo	105-437-300-219	4,055.78
Warrant Total:					4,055.78

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57432	1/14/2015	Verizon California	telephone svc wtp	120-435-300-220	174.73
57432	1/14/2015	Verizon California	telephone svc-pd	104-421-300-220	980.98
57432	1/14/2015	Verizon California	telephone svc-vets hall	104-432-320-220	203.91
57432	1/14/2015	Verizon California	telephone svc-pd fax	104-432-300-220	100.37
57432	1/14/2015	Verizon California	telephone svc-city hall	104-432-300-220	1,066.80
57432	1/14/2015	Verizon California	telephone svc-rao	136-415-300-220	99.12
Warrant Total:					2,625.91
57433	1/14/2015	Verizon Wireless	cell phone svc	145-410-300-220	98.06
57433	1/14/2015	Verizon Wireless	cell phone svc-air card	105-437-300-220	38.01
57433	1/14/2015	Verizon Wireless	cell phone svc-wtp duty man	105-437-300-220	2.42
57433	1/14/2015	Verizon Wireless	cell phone svc-wtp cao	105-437-300-220	34.86
57433	1/14/2015	Verizon Wireless	air card/mdt	104-421-300-221	40.42
Warrant Total:					213.77
57434	1/14/2015	Will Tiesiera Ford-Mercury	fuel gauge problems unit#200	104-421-300-260	1,800.58
Warrant Total:					1,800.58
57435	1/14/2015	Wright's Electric	light repair-outside city hall	104-432-300-140	430.87
Warrant Total:					430.87

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: January 12, 2015 **MEETING DATE:** January 20, 2015

SUBJECT: Consider Amendment to Agreement with Tule Trash

Recommendation:

Approve contract extension and authorize City Attorney to draft addendum to Tule Trash agreement.

Discussion:

In March 2005, the City of Corcoran contracted with Tule Trash for the collection of solid waste, green waste and recyclables. The agreement stipulated a ten-year term with a three-year extension. In recent discussions, the owner of Tule Trash, Richard Gress, has requested an extension beyond the three-years provided in the original contract. A longer extension will allow Mr. Gress to plan for and better finance future capital expenses including equipment and vehicles for the routes in Corcoran.

Tule Trash provides exceptional service to the residents of Corcoran and works well with City Staff. Additionally, Tule Trash is a valued partner in many of the annual events and activities in the community.

Budget Impact:

The addendum will provide additional franchise fees to the City during the life of the contract.

Attachments:

- Exhibit A – Solid Waste Collection and Recycling Franchise Agreement between the City of Corcoran and Tule Trash
- Exhibit B – Contract addendum
- Exhibit C – Letter from Mr. Richard Gress to the Corcoran City Council

EXHIBIT A

SOLID WASTE COLLECTION AND RECYCLING FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT, made and entered into this 1 day of March, 2005, by and between the CITY OF CORCORAN, a political subdivision of the State of California, hereinafter called "CITY," and TULE TRASH COMPANY, LLC, (California) hereinafter called "FRANCHISEE," or alternatively "CONTRACTOR."

WITNESSETH

For and in consideration of the payments to be made by FRANCHISEE to CITY, and in further consideration of the full and faithful performance by FRANCHISEE of all terms, covenants, and conditions of this Agreement, as well as complete compliance with the laws of the State of California and all pertinent present and future ordinances and resolutions of the CITY:

It is mutually agreed as follows:

1. Scope of Work. As more fully described within this Agreement, FRANCHISEE shall provide all labor, materials, tools, vehicles, equipment, machinery, and insurance bonds necessary to perform all work required to perform automated collection, hauling, and disposal of all refuse, green waste and recyclables from locations within the CITY's sphere of influence as designated on Exhibit C, attached hereto and incorporated herein by this reference.

Further, should FRANCHISEE haul waste from any State Prison located within CITY's jurisdiction, such hauling shall be subject to the same terms and conditions noted herein.

2. Term. The term of this Agreement shall be for a period of ten (10) years, with a CITY option for one (1) three (3) year extension, commencing July 1, 2005. In the event CITY elects to exercise the one (1) three (3) year extension, CITY shall notify FRANCHISEE in writing no later than January 1, 2016. Failure of CITY to

give such notice shall result in CITY waiving its right for a one (1) three (3) year extension.

3. Termination of Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in any of the following ways:

A. Pursuant to specific provisions of this Agreement providing for such termination; and/or

B. Upon mutual written agreement of the parties hereto; and/or

C. By operation of law; and/or

D. As a result of a material breach of this Agreement by either party.

4. Franchise Fee. During the term of this Agreement, including any extensions or options duly exercised, FRANCHISEE shall pay to CITY the sum designated by CITY for a Franchise Fee. Such fee is currently seven percent (7%) of FRANCHISEE's gross receipts derived from its franchised solid waste collection operations conducted within the CITY service area pursuant to this Agreement. For the purpose of this Agreement, "Gross Receipts" shall mean any and all forms of compensation and funds, including, but not limited to, cash, check, or credit card, actually received by CITY from any person arising out of the FRANCHISEE's franchised operations conducted within the CITY pursuant to this Agreement. The Franchise Fee shall be collected by CITY and CITY shall pay to FRANCHISEE the balance due each month on the twentieth (20th) calendar day of each succeeding month during the term hereof.

This Franchise Fee is subject to change by the City Council. In the event of a Franchise Fee increase, FRANCHISEE shall have the right to adjust its rates by the same increase amount, subject to CITY's final approval.

5. Compliance with Applicable Law. FRANCHISEE, in performance of its

duties pursuant to the provisions of this Agreement, shall comply with all applicable laws, including, but not limited to: the CITY's Municipal Code; State and Federal statutes, rules and regulations, and any other rules and/or regulations adopted by City Manager or City Council. The provisions of the CITY's Municipal Code, as they now exist or may hereafter be adopted and/or amended, shall be deemed to be a part of this Agreement as if set forth herein in full.

FRANCHISEE shall, at all times during the term or terms of the Agreement pay all sums required as and for Business License fees due pursuant to the provisions of the City's Municipal Code or any resolution in force now or in the future.

6. Services: FRANCHISEE agrees that during the term of this Agreement, FRANCHISEE shall provide the following services, including, without limitation:

A. Refuse Collection:

1. FRANCHISEE shall be responsible for all labor and equipment necessary for the collection and disposal of all Refuse, Recyclables and Green Waste, including all incidental costs associated with providing this service as an independent contractor.

FRANCHISEE will be solely responsible for all Putrescible / Non-Recyclable waste tipping fees at Kings Waste and Recycling Authority (KWRA).

CITY will be responsible for all Recyclable and Green Waste tipping fees at Kings Waste and Recycling Authority (KWRA).

All Refuse, Green Waste and any Recyclables must be disposed of at the Kings Waste and Recycling Authority located in Kings County in accordance with the Joint Powers Authority Agreement.

2. Special handling (walk-in-services), at no additional charge, shall be provided for elderly citizens and other individuals who are physically unable to transport their trash to the curbside. Certification and approval for this service by the CITY Public Works Director will be required of all individuals who are unable to

transport their trash to the curbside or alley.

3. Multi-family, commercial and industrial collection of refuse and recyclables, including drop boxes.

4. Refuse collection from CITY owned facilities are set forth in Exhibit A, attached hereto and incorporated herein by this reference. Refuse collection at CITY parks and facilities shall be accomplished through automated container, recyclables collections and bin service as needed.

5. Refuse collection, recycling services and portable toilets for up to six (6) special CITY sponsored events annually during the term of the agreement. See Exhibit B, attached hereto and incorporated herein by this reference, which sets forth the six (6) special CITY sponsored events annually. Refuse collection at all special events shall be accomplished through automated container, recyclables collections and bin service as needed.

6. Participation in two (2) annual "Community Cleanup Days" at a time and date designated by CITY. FRANCHISEE is to cooperate with CITY in the advertisement of the Cleanup Days in the local paper, preparation of flyers and provide necessary roll-off boxes [a minimum of nine (9) boxes on the ground at one time and nine (9) trucks and boxes used to transport], all labor and equipment necessary to transport and set up the boxes, including trips as needed to service the boxes for the event. FRANCHISEE shall be responsible for all labor, equipment and incidental costs associated with picking up and transporting the refuse from the site to Kings Waste and Recycling Authority (KWRA).

CITY will be responsible for all tipping and disposal fees incurred at both of these events.

B. Putrescible and Non-Recyclable Waste Collections:

1. Collection transportation to Kings Waste and Recycling Authority of Putrescible and Non-Recyclable waste from all occupied properties.

FRANCHISEE shall be responsible for all labor, equipment, and incidental costs associated with providing this service.

Tipping fees associated with providing this service will be the sole responsibility of FRANCHISEE.

All Refuse, Green Waste and any Recyclables must be disposed of at the Kings Waste and Recycling Authority located in Kings County in accordance with the Joint Powers Authority Agreement.

Automated collection services at the street curb or in the alleys as currently provided will be maintained, but subject to change by Corcoran City Council.

2. Special handling (walk-in-services), at no additional charge, shall be provided for elderly citizens and other individuals who are physically unable to transport their trash to the curbside. Certification and approval for this service by the CITY Public Works Director will be required of all individuals who are unable to transport their trash to the curbside or alley.

3. Separate 64 or 96 gallon container(s) (colored Black with "Non-Recyclable Waste Only" prominently displayed on the container, or in a different color or different wording as may be changed by CITY from time to time) shall be provided to each customer depending on service type requested. All containers will be supplied by and maintained by FRANCHISEE. (Decals alone are not acceptable.)

4. Putrescible and Non-Recyclable waste containers shall be picked up, at a minimum, once per week as part of a scheduled collection activity.

5. FRANCHISEE shall deliver all Putrescible and Non-Recyclable waste to Kings Waste and Recycling Authority in accordance with the Joint Powers Authority Agreement.

C. Green Waste Collection:

1. Collection of green waste from all occupied properties

except where green waste is not generated. FRANCHISEE shall be responsible for all labor, equipment and incidental costs associated with providing this service.

Tipping fees associated with providing this service, at the Kings Waste Recycling Authority site, will be the sole responsibility of CITY.

All Refuse, Green Waste and any Recyclables must be disposed of at the Kings County Recycling Authority located in Kings County in accordance with the Joint Powers Authority Agreement.

Automated collection services at the street curb or in the alleys as currently provided will be maintained but subject to change by the Corcoran City Council.

2. Special handling (walk-in-services), at no additional charge, shall be provided for elderly citizens and other individuals who are physically unable to transport their trash to the curbside. Certification and approval for this service by the CITY Public Works Director will be required of all individuals who are unable to transport their trash to the curbside or alley.

3. Separate 96 gallon container(s) (colored Green with "Green Waste Only" prominently displayed on the container, or in a different color or different wording as may be changed by CITY from time to time) shall be provided to each customer. All containers will be supplied by and maintained by FRANCHISEE.

4. Green waste containers shall be picked up, at a minimum, once per week as part of a scheduled collection activity.

5. FRANCHISEE shall deliver all Green Waste to Kings Waste and Recycling Authority.

All Refuse, Green Waste and any Recyclables must be disposed of at the Kings County Recycling Authority located in Kings County in accordance with the Joint Powers Authority Agreement.

6. During the first full week after January 1st of each year, an

alley/curbside Christmas tree pick up for all fresh Christmas trees that have had all ornamentation and tree stands removed. FRANCHISEE shall advertise this service as part of its Public Information Program and community outreach effort.

D. Recycling:

1. Weekly curbside collection of residential recyclables.

At a minimum, the materials collected for recycling shall include newsprint, mixed paper, aluminum, plastics, glass and metal, cardboard, chip board (cereal boxes, etc.), junk mail, magazines, newspaper, books, computer paper, etc.

Tipping fees associated with this service at the Kings Waste and Recycling Authority site will be the responsibility of CITY.

2. FRANCHISEE shall deliver all recyclables to Kings Waste and Recycling Authority.

All Refuse, Green Waste and any Recyclables must be disposed of at the Kings County Recycling Authority located in Kings County in accordance with the Joint Powers Authority Agreement.

3. Special handling (walk-in-services), at no additional charge, shall be provided for elderly citizens and other individuals who are physically unable to transport their trash to the curbside. Certification and approval for this service by the CITY Public Works Director will be required of all individuals who are unable to transport their trash to the curbside or alley.

4. Separate 96 gallon Blue container with "We Recycle" (or in a different color and different wording as may be changed by CITY from time to time), and the recycling logo prominently displayed on the container, shall be provided to each customer. All containers will be supplied by and maintained by FRANCHISEE. (Decals alone are not acceptable.)

5. Collection, without charge, of recyclables from City-

owned and/or City-operated sites, facilities and events. All containers will be supplied by and maintained by FRANCHISEE. See Exhibits A and B, attached hereto and incorporated herein by this reference.

FRANCHISEE further agrees that during the term of this Agreement, FRANCHISEE shall:

A. Use its best efforts to hire local collection and office personnel and develop environmental workshop programs for high school students;

B. Prepare and distribute customer information annually, describing the range of services available;

C. Conduct quarterly and random account service audits and provide report to CITY for billing reconciliation concerning the bin services and an annual audit for all totter services; and

D. Provide well maintained equipment with periodic painting of commercial containers on an as needed basis;

7. Recycling Plans. The FRANCHISEE, in the performance of its obligation pursuant to this Agreement, shall comply with any and all provisions of any recycling plan or plans or programs (collectively "Plan") issued by the State, Federal or CITY during the term or terms of this Agreement, and work diligently with the CITY in achieving all recycling goals and mandates, legislative or otherwise, which are currently established or as may be required in the future.

8. Assignment. The FRANCHISEE shall not assign any of its obligations imposed pursuant to the provisions of this Agreement without the prior written consent of the City Council of CITY expressed by resolution. The consent of the City Council shall not be unreasonably withheld, provided that in determining whether or not to consent to such assignment, the City Council may consider all relevant factors relating thereto, including, but not limited to, the qualifications, experience and financial responsibility of the prospective assignee.

9. Exclusivity. This Agreement is intended by the parties, to the extent permitted by law, to designate the FRANCHISEE as the exclusive FRANCHISEE for the purpose of providing, on an exclusive basis, the services provided herein to the owners and/or occupants of all real property located within the city limits of CITY. CITY's sphere of influence shall be the designated service area as shown on Exhibit C, attached hereto and incorporated by this reference.

10. Temporary Default by Franchisee. Costs. Liquidated Damages. Termination.

A. Temporary Default. If FRANCHISEE, for any reason, ceases to perform the services in accordance with the provisions of this Agreement and the Code, the City Manager may take the steps necessary to temporarily provide the services by CITY or other entities engaged by the City Manager. The CITY shall be entitled to provide such services and thereafter charge the FRANCHISEE for the costs of such services, including, but not limited to, administrative overhead, determined in accordance with CITY's standard accounting practices.

B. Termination. If such a period of temporary default continues for more than thirty (30) consecutive calendar days, CITY shall have the right to terminate this Agreement forthwith, and in addition to damages and costs it is entitled to pursuant to subsection A above, CITY shall be entitled to its actual damages resulting from such breach by FRANCHISEE occurring after termination by CITY including, but not limited to, all costs incurred by CITY in obtaining a new FRANCHISEE; all costs incurred in providing the services after the effective date of the termination until a new exclusive Franchise Agreement has been executed and is in full force and effect; all increased costs of services during the remaining term of this Agreement as of the date of its termination; and all CITY administrative overhead costs incurred as a result of such termination, including, but not limited to, fees for CITY's attorney's services. Upon receipt of invoice for such costs, the FRANCHISEE shall pay the same within a period

of ten (10) days.

11. Collection Equipment. The collection equipment shall be maintained in good operating condition and in a neat and clean appearance at all times. The collection equipment shall be maintained to prevent leakage or spillage. The collection equipment shall be equipped with all the required and necessary safety equipment.

FRANCHISEE's equipment must always be in compliance with all applicable air pollution control laws and will also provide CITY with the following information to be reported to the California Air Resources Board:

- A. Contractor's Name;
- B. Owner's Name;
- C. Business Address;
- D. Business Telephone Number;
- E. Business Facsimile Number;
- F. Contact e-mail address; and
- G. Address of each terminal that houses collection vehicles serving

CITY.

FRANCHISEE's name and telephone number shall be displayed in legible letters, not less than five (5) inches in height, on both sides of all collection vehicles.

FRANCHISEE shall maintain two-way radio in each of the collection vehicles so as to allow communications with said vehicles.

12. Franchise Employees. Conduct.

A. FRANCHISEE shall require all employees to wear clean, neat, presentable uniforms with the business name and the employee's name clearly identified on the uniform in a manner approved by CITY.

B. FRANCHISEE shall perform the services in a manner which will cause the least possible interference with or annoyance to the public. All FRANCHISEE's employees shall be instructed to be courteous and responsive to the

public.

C. FRANCHISEE shall have in force, at all times during the term of this Agreement, a policy prohibiting the possession and/or consumption of controlled substances or alcoholic beverages by his employees.

13. Conduct of Services. FRANCHISEE shall conduct its operations hereunder in such a manner so as to cause as little inconvenience as possible to the public, and to that end, the following rules shall be observed:

A. All services shall be conducted between 6:30 a.m. and 7:00 p.m. in residential areas and 6:00 a.m. and 9:00 p.m. in commercial areas; except on days during the months of June, July and August with forecasted temperatures higher than 100 degrees Fahrenheit, collection may begin at 5:00 a.m. Alternatively, FRANCHISEE may propose hours of operation for collection of refuse, green waste and recyclables. At no time shall the hours of operation be inconsistent with the customer service standards set forth by CITY.

B. After a solid waste receptacle has been emptied into a solid waste truck, it shall be replaced in an upright position at the place where presented for collection.

C. Solid waste receptacles shall not be thrown from a truck to the ground, but placed on the ground in a manner that will prevent damage to the receptacles. FRANCHISEE shall take all steps necessary to ensure that the receptacles are treated by its employees and agents in a reasonable manner so as to prevent damage and destruction thereto.

D. FRANCHISEE shall cause all spills of solid waste occurring during the collection process to be cleaned up, forthwith, by its employees. A broom and a shovel shall be carried on each collection vehicle for this purpose.

E. FRANCHISEE shall have and maintain a local or toll-free phone number which shall be staffed by a person or have message receiving capabilities.

during the term of the contract.

F. FRANCHISEE shall provide information about the operating facilities proposed to be used, including but not limited to: (1) Location for equipment and personnel staging; and (2) office location(s) including telephone numbers and e-mail addresses for customer service, public information and community outreach, and administration.

G. Repeated violations of any of the terms of this Agreement shall be cause for the imposition of a fine to FRANCHISEE for each violation, not to exceed \$500.00 per day. Any such fine shall be imposed only upon notice to FRANCHISEE and an opportunity to review said violation(s) fifteen (15) days before a public meeting before the City Council. The decision of the City Council, with respect to said fine, shall be final, binding and conclusive.

14. Complaint Procedure. FRANCHISEE shall be obligated to take all steps reasonably necessary and required to satisfy customer service complaints. FRANCHISEE shall maintain a complaint log, in a form approved by the City Manager. When a particular complaint cannot be amicably resolved, the matter may be referred by FRANCHISEE or by the complaining customer to the City Manager. The City Manager, or his designee, shall take such steps as may be necessary to conduct an adequate investigation of the circumstances surrounding such complaint, and based thereon resolve the dispute. The City Manager's decision with reference thereto shall be binding upon the parties to the dispute and shall be final and conclusive.

In addition, FRANCHISEE shall develop and implement a public information and community outreach program that:

A. Describes the services that will be available to customers. This program shall be implemented within 90 days of award of contract and continue throughout the term of the contract.

B. Contains an ongoing public information program, including

outreach programs to schools, service clubs, homeowner associations, the Chamber of Commerce and the business community. The public information program shall include, but shall not be limited to, information on recycling services available to the residents of the City of Corcoran.

C. Includes an initial mailing to all customers to be completed prior to the start of the new contract explaining any changes in service(s), schedule(s) and other changes from the current services provided. Included with the mailer will be a convenient hanger listing the collection schedule for each service, holiday schedule which shall be the same for all services, and special services and events.

D. Includes a strong public information effort on recycling, which may include, but will not be limited to, community forums, videos, newsletters/flyers, etc.

E. Provides all printed material in both English and Spanish.

15. Status of Franchisee. FRANCHISEE, for all purposes, shall be deemed to be an independent contractor and shall conduct its operations pursuant to the provisions of this Agreement in that said capacity.

16. Insurance Coverage. With respect to performance of work under this Agreement, FRANCHISEE shall maintain, at all times during the term hereof, insurance as described below:

General Liability - \$1,000,000 per accident or bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000.00 per accident or bodily injury and property damage.

Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.

Workers' Compensation: As required by the State of California.

The General Liability and Automobile policies are to contain, or be endorsed to contain, the following provisions:

A. The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respect to: liability arising out of work or operations performed by or on behalf of the FRANCHISEE, or any vehicles owned, leased, hired or borrowed by the FRANCHISEE.

B. For any claims related to this contract, FRANCHISEE's insurance coverage shall be the primary insurance as respect to 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 FRANCHISEE's insurance and shall not contribute with it.

C. Each insurance policy required shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

D. FRANCHISEE shall furnish CITY with original certificates and amendatory endorsements effecting required coverage. The endorsements should be on forms that conform to CITY's requirements. All certificates and endorsements are to be received and approved by CITY before the effective date of the contract. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the required coverage at any time.

If FRANCHISEE, for any reason, fails to maintain insurance coverage required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may forthwith terminate this Agreement and obtain all damages from the FRANCHISEE resulting from said breach. Alternatively, CITY may purchase such required insurance coverage on behalf of FRANCHISEE and, upon notice, FRANCHISEE shall forthwith reimburse CITY for all costs for obtaining such coverage, including all premium costs advanced by CITY for insurance coverage.

17. Performance Bond. FRANCHISEE, at its sole expense, shall furnish to CITY, at all times during the term of this Agreement, a Performance Bond to assure the faithful performance of FRANCHISEE's obligations under this Agreement. Such bond shall be executed by a surety company licensed to do business in the State of California and approved by CITY. Such bond shall be issued in a form approved by CITY and shall be in the sum of Seventy Five Thousand Dollars (\$75,000.00).

18. Indemnity. Notwithstanding the existence of insurance coverage required of FRANCHISEE pursuant to this Agreement, FRANCHISEE shall save, keep, indemnify, hold harmless, and defend CITY and its respective appointed and elected officials, officers, employees, and agents ("Indemnified Parties"), from any and all claims, demands, or judgment, in favor of any person, for injury to, or the death of, any person, and/or damage to real or personal property, including all costs and expenses incurred in the defense thereof, occurring or arising out of the performance by FRANCHISEE, its officers, agents, employees, including, but not limited to, its CITY approved assignees or subcontractors (hereinafter collective "FRANCHISEE"), of the services required of FRANCHISEE pursuant to this Agreement, occasioned by any act or omission to act where a duty to act exists, by the FRANCHISEE, including, but not limited to, any such liability imposed by reason of any infringement or alleged infringement or rights of any person in consequence of the use in the performance by FRANCHISEE or the work hereunder, or any article, material, or supplies used or installed pursuant to this Agreement; and any such liability arising under or pursuant to any Federal, State or local law.

19. Replacement Vehicles. The City Manager may instruct the FRANCHISEE to cease using, and FRANCHISEE shall not use, any motor vehicle in the performance of services hereunder which the City Manager reasonably believes is unsafe or which does not comply with the provisions of this Agreement or any applicable law.

20. Vehicle Inventory and Reporting Requirements. FRANCHISEE shall annually furnish the City Manager with an inventory of vehicles used by the FRANCHISEE in the performance of services hereunder, and shall update the inventory as changes in equipment are made. Such inventory shall include the type and capacity of each vehicle, the number of vehicles and in the case of vehicles acquired by FRANCHISEE after the commencement of this Agreement, the date of acquisition.

FRANCHISEE will provide monthly reports to CITY on the status and breakdown of the services provided under the contract in the basic categories herein listed. FRANCHISEE may propose report formats that are responsive to the subject matter of the report. The information listed below shall be the minimum reported for each service. FRANCHISEE may provide such other information as FRANCHISEE deems beneficial to CITY and FRANCHISEE in analyzing and reviewing results of service provided under the agreement in addition to the following information:

- A. Number of accounts by category shown for each month reported.
- B. Tonnage collected summaries - in tons by type of waste (refuse, green waste and recyclables).
- C. Complaint summary, for month and cumulative for report year, including breakdown of complaints by type of service.
- D. Narrative summary of problems encountered and actions taken with recommendations for CITY, as appropriate.

21. Customer Billings: CITY will bill customers receiving residential or commercial service as part of the monthly utility billing process.

22. Compensation for Services:

A. In consideration of the services to be provided by FRANCHISEE to all residential and commercial customers in the Franchise Area, including the California State Prisons participating in this service, CITY shall pay FRANCHISEE at

the rates set forth in Exhibit D, attached hereto and incorporated herein by this reference. CITY shall remit the total compensation owed to FRANCHISEE for residential, commercial, and prison collection and disposal services for each month, less a Franchise Fee on total revenues of the FRANCHISEE, by the twentieth day of the following month. Such Franchise Fee is currently seven percent (7%).

B. FRANCHISEE shall be responsible for providing whatever information is necessary to facilitate this process as determined necessary and appropriate by CITY.

C. FRANCHISEE shall receive compensation monthly in arrears based on invoices submitted to CITY.

23. CPI Adjustments in Franchisee's Rates: FRANCHISEE accepts the risk for disposal volumes of Putrescible and Non-Recyclable waste from all occupied properties and overall costs associated with providing this service to CITY. Rate adjustments will be calculated by applying the appropriate index to the various components of each unit price. The unit price will be broken down into three (3) components: non-variable, disposal variable, and CPI variable. The CPI adjustment will be calculated annually. FRANCHISEE and CITY shall convene in March of each year regarding CPI rate adjustment. FRANCHISEE will calculate the adjustment based upon the most recent twelve (12) months of CPI data available. Rate calculations will be subject to review and approval by CITY. The same procedure will be used for the disposal adjustment; however, the disposal adjustment will only be calculated whenever the rate at the CITY designated landfill or processing center changes for Putrescible and Non-Recyclable waste. The CPI variable will be eighty percent (80%) of the percent increase in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose Area ("CPI") for each succeeding year. Changes in the CPI will be measured by comparing the CPI available for the most recent month prior to the July 1st adjustment date with the index in effect twelve (12) months earlier.

Franchise fees will be left in the service rate for purposes of this adjustment. Each time the figures are modified, the revised become the basis for subsequent adjustments. The CPI adjusted rates will be effective July 1st of each year.

A. Unforeseen Circumstances: FRANCHISEE shall be allowed to present to CITY a request for rate(s) change(s) due to unforeseen circumstances, which affects the costs of services provided FRANCHISEE if such circumstances are beyond FRANCHISEE's control. Any rate(s) change(s), if any, require CITY review and approval.

B. Rate Change: Any rate(s) change(s), if any, approved by CITY shall be retroactively adjusted to accurately reflect the date such adjustment should have taken place.

24. Care and Maintenance of Collection Containers. FRANCHISEE, at FRANCHISEE's cost, shall be responsible for the care, maintenance, repair and replacement of all collection containers during the term of this Agreement. Should FRANCHISEE notice, or receive notice, that any collection container is in need of maintenance, repair, or replacement, FRANCHISEE shall promptly perform such. FRANCHISEE shall also be responsible for keeping the collection containers reasonably clean.

Once dumped, all collection containers shall be replaced upright in their original location with lids on them. If refuse is spilled from the collection containers while dumping, FRANCHISEE shall be responsible for picking up the spilled refuse. A broom and a shovel shall be carried on each collection vehicle for this purpose.

25. Title to Refuse: It is expressly understood that all refuse collected becomes the property of FRANCHISEE, provided that CITY, in its sole discretion, may elect to retain ownership of all or select portions of the refuse collected by notifying the contractor in writing. Said notice shall only affect the ownership of refuse collected by FRANCHISEE after the giving of said notice and shall not be applied retroactively.

Special handling directions for said refuse will be provided to FRANCHISEE by CITY in writing.

26. Franchisee Observation of Holidays. FRANCHISEE shall not be required to collect refuse or recyclables on those holidays on which the CITY landfill is closed. FRANCHISEE offices may observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day holidays. In the event such observance of holidays or other landfill closure dates not noted herein shall occur, collection shall be one day later than regularly scheduled.

27. Non-Waiver. It is expressly agreed that CITY's failure to act in terminating this agreement for any violation or failure to perform by FRANCHISEE shall not be construed as a waiver of any provisions herein.

28. Attorneys' Fees. Should litigation, including arbitration, be reasonably required to enforce any of the provisions of this Agreement, the prevailing party in such litigation shall be entitled to receive an award of attorneys' fees in such amount as may be set in the discretion of the Court.

29. Notices. Notice given pursuant to this Agreement shall be in writing, and shall be given by personal service upon the party to be ratified, or by United States Postal Service or its lawful successor, postage prepaid, addressed as follows:

TO CITY: City Manager
 City of Corcoran
 1033 Chittenden
 Corcoran, California 93212

TO FRANCHISEE: Tule Trash Company
 11850 Diagonal 122
 Pixley, California 93256

MAILING ADDRESS:
Tule Trash Company
P.O. Box 288
Pixley, California 93258

Notice shall be deemed to have been given hereunder as of the date of personal service, or four (4) consecutive calendar days following the date of deposit of the same in the custody of the United States Postage Service.

30. Law to Govern. This Agreement shall be construed under the laws of the State of California and consistent with the City of Corcoran's ordinances and resolutions applicable. Venue shall be Kings County, California.

31. Binding Effect on Agreement. This Agreement shall be binding upon the parties hereto and upon all of their lawful successors in interest.

32. Entirety. The parties agree that this Agreement represents the full and entire Agreement between the parties hereto with respect to matters covered herein.

33. Novation. As of the effective date of this Agreement, all prior agreements for collection of solid waste existing between the parties hereto shall be deemed terminated and of no further force or effect. This novation clause shall not have effect of terminating or affecting any claim either party hereto may have against the other, or against any third person, pursuant to any such prior Agreement.

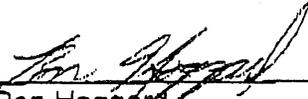
34. Survivability. Notwithstanding the termination of this Agreement pursuant to the provisions hereof, and/or the provisions of applicable law, the right of the parties hereto to prosecute legal claims against each other and against third parties shall survive such termination and shall not be affected by such termination.

35. Effective Date. The effective date of this Agreement shall be July 1, 2005.

The parties hereto have caused this Agreement to be executed by their respective authorized representatives.

CITY OF CORCORAN

TULE TRASH COMPANY

By 
Ron Hoggard
City Manager

By 
Richard Gress
Manager

ATTEST:


Lorraine Lopez, City Clerk

APPROVED AS TO FORM:

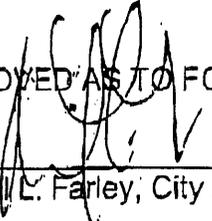

Michael L. Farley, City Attorney

EXHIBIT A

City of Corcoran
Public Facilities Refuse and Recycling Container Service

CITY BUILDINGS

City Hall
City Corporation Yard
Fire Station #11
Police Station
Kate Boswell Senior Center
The Corcoran Depot
James Community Building
Regional Accounting Office

CITY PARKS

Father Stephen Wyatt Park
John Maroot Park
The Corcoran Family YMCA, Burnham Smith Park and Corcoran Community Park
City Hall Park
Christmas Tree Park
Ponding Basin located at Gable and 6 ½ Ave.
Ponding Basin located at the Crown Development
Ponding Basin located at the Centex Homes Development

OTHER

N/A

EXHIBIT B

City of Corcoran
Annual City Sponsored Special Events

Events for Franchisee to provide refuse and recyclable collection and portable toilets for the following City sponsored events annually:

Cotton Festival	(The Fall)
Christmas Parade	(December)
Four (4) City Sponsored Events	(Various Times Through the Year)

EXHIBIT D

Residential Service Rates

Type of Service	Container Size	Monthly Rates
Refuse	64 Gallon	12.02
Green Waste	96 Gallon	3.97
Recyclables	96 Gallon	<u>2.73</u>
Total		18.72
Refuse	96 Gallon	13.35
Green Waste	96 Gallon	3.97
Recyclables	96 Gallon	<u>2.73</u>
Total		20.05

Commercial and Multi-Family

Type of Service	Container Size- CU YD	Pick-Ups /Week	Monthly Rate
Refuse	1	1	34.00
Refuse	1	2	64.00
Refuse	1	3	101.95
Refuse	1	4	135.90
Refuse	1	5	169.85
Refuse	1	6	203.85
Refuse	1 ½	1	51.10
Refuse	1 ½	2	102.20
Refuse	1 ½	3	153.30
Refuse	1 ½	4	204.40
Refuse	1 ½	5	259.85
Refuse	1 ½	6	306.55
Refuse	2	1	63.15
Refuse	2	2	126.25
Refuse	2	3	189.40
Refuse	2	4	252.50
Refuse	2	5	315.65
Refuse	2	6	378.80
Refuse	3	1	99.50
Refuse	3	2	199.00
Refuse	3	3	298.55
Refuse	3	4	398.05
Refuse	3	5	497.55
Refuse	3	6	597.05

Tons per cubic Yard - .05

Locking Bins - Additional \$10

EXHIBIT D

Residential Service Rates

Type of Service	Container Size	Monthly Rates
Refuse	64 Gallon	12.02
Green Waste	96 Gallon	3.97
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Refuse	1	2	64.00
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Refuse	1	5	169.85
Refuse	1	6	203.85
Refuse	1 ½	1	51.10
Refuse	1 ½	2	102.20
Refuse	1 ½	3	153.30
Refuse	1 ½	4	204.40
Refuse	1 ½	5	259.85
Refuse	1 ½	6	306.55
Refuse	2	1	63.15
Refuse	2	2	126.25
Refuse	2	3	189.40
Refuse	2	4	252.50
Refuse	2	5	315.65
Refuse	2	6	378.80
Refuse	3	1	99.50
Refuse	3	2	199.00
Refuse	3	3	298.55
Refuse	3	4	398.05
Refuse	3	5	497.55
Refuse	3	6	597.05

Tons per cubic Yard - .05

Locking Blns - Additional \$10

EXHIBIT B

FIRST ADDENDUM TO SOLID WASTE COLLECTION
AND RECYCLING FRANCHISE AGREEMENT

1. The parties hereto wish to amend that certain Solid Waste Collection and Recycling Franchise Agreement dated March 1, 2005 (hereinafter "Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit A and incorporated herein by this reference.

2. Paragraph 2 shall be amended to extend the term of the Agreement up to and including June 30, 2025.

3. Paragraph 4 shall be amended to provide for a franchise fee of seven and one-half percent (7.5%) as more fully described in paragraph 4 of the Agreement.

In all other respects, the Agreement (Exhibit A hereto) shall remain in full force and effect.

CITY OF CORCORAN

TULE TRASH COMPANNY

By _____

Kindon Meik
City Manager

DATED: _____

By _____

Richard Gress
Manager

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael L. Farley, City Attorney

EXHIBIT C

Tule Trash Company

1/5/15

Mayor Robertson and Corcoran City Council
City of Corcoran
832 Whitley Ave.
Corcoran, CA 93212

Dear Sirs,

It has been nine years since we have begun our refuse collection in Corcoran and I cannot believe how fast the time has gone by. We have enjoyed the privilege of doing work in Corcoran and over the years we have made many friends in Corcoran along the way. Our current contract term will be up June 30, 2015, however, the contract also contains provision for a three year extension. I was hoping to have your endorsement for an extension with a 10 year term.

At Tule Trash we all work hard to ensure high efficiency of our operations as well as top notch customer service. Over the years we have been a great supporter of local business and the Corcoran Chamber. I have purchased at least six or seven vehicles from the local Chevy dealership and we do all our printing at The Printer. We use Ashford Machine and Sawtelle and Rosprim extensively for certain repairs. When the City decided to do away with the numerous 1yd. bins around town and convert them to the three cart system we took care of it just as we did when the Corcoran Unified wanted to change all the schools over to compactor units. All of these changes had a negative fiscal impact but we weathered the storm.

There are many reasons why cities find it logical to grant longer extensions. Recently other Cities in the local area that have gone this direction are; Fowler Ca. issued a 15 year extension, Selma Ca., a 10 year extension, and Lindsay recently received 7 years. Currently the haulers in Tulare Co. which includes Tule Trash, are working out the details of a 15 year base term contract with a 5 year extension.

The cost has risen dramatically on the price of equipment and the State is constantly adding more mandated recycle programs, just these two factors alone make it impossible to justify a new equipment purchase or roll out of a new recycle program if the contract term is nearly up. In 2007 we purchased a new Front Loader truck for our operations at a cost of \$180,000.00 and in 2012 when we again purchased an additional Front Loader unit the cost was \$240,000.00. The price of the automated residential carts in 2005 when our contract began was \$41.00 and now we pay about \$51.00. Because of the high capitalization costs it important for us to have adequate term.

Our goal for this year is to go through all of our commercial accounts and repaint all the metal bins, at this time we have already begun the process. Next year we plan to purchase one new Automated Sideloader unit to service residential accounts. I hope you can see the need for this request and the value it brings to the City. In consideration for the longer extension, I would be pleased to raise the franchise fee from 7% to 7.5% which will add roughly \$6,000.00 to the city enterprise fund each year. We work hard to give the businesses and residents first rate service and we hope we will have the privilege to continue to do so long into the future.

If you have any questions or concerns, please call anytime.

Regards,

A handwritten signature in black ink, appearing to read 'Richard Gress', written in a cursive style.

Richard Gress, Tule Trash Co.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7-B

MEMORANDUM

TO: City Council

FROM: Steve Kroeker, City of Corcoran Public Works Director

DATE: January 13, 2015

MEETING DATE: January 20, 2015

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

Recommendation:

It is our recommendation that the City Council approves and authorizes the Mayor to execute the attached lease agreement between the City and PhytoGen Cotton Seed, LLC/Tim Anderson for the lease of Ag property at the City's Wastewater Disposal Fields.

Discussion:

Both this agreement between the City of Corcoran and PhytoGen Cotton Seed, LLC/Tim Anderson and a similar agreement between Jackson Weaver and the City of Corcoran were brought before the City Council for review and tentative approval. These agreements are for the use of land in the City's Wastewater Disposal Fields by the two parties for agriculture related activities. Subsequent to that approval the two agreements were submitted to the individual parties for their review and approval. The only changes made in the two agreements after their review addressed a request by PhytoGen Cotton Seed, LLC/Tim Anderson that a provision be insert into the agreements that would prohibit the growing of any cotton products in any of the fields being farmed under the agreement between the City and Jackson Weaver.

Budget Impact:

The City Wastewater Fund should realize an income of \$8,140.00 / yr. for three (3) years as a result of this lease agreement should it run the full term of the lease.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and effective November 15, 2014, by and between **CITY OF CORCORAN**, a municipal corporation organized and existing under the laws of the State of California (“Lessor”), with its principal place of business located at 832 Whitley Ave, Corcoran, California, in the County of Kings, State of California, and **PHYTOGEN COTTON SEED, LLC** (“Lessee”), maintaining its principal place of business at 850 Plymouth Ave, Corcoran, California 93212.

In consideration for the rents and covenants hereinafter set forth in this Lease, the Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor the Premises, upon the following terms and conditions:

ARTICLE 1 LEASED PREMISES

Section 1.01 Leased Premises.

Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain land described as Section 3 on Exhibit A, attached hereto and incorporated herein by this reference, consisting of 40.7 acres.

Section 1.02 Lessor’s Warranty of Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon timely paying the rent and other charges herein provided for and performing the Lessee’s obligations in accordance with this Lease, shall lawfully and quietly hold, occupy and enjoy the leased Premises during the Lease Term without hindrance or molestation by Lessor or any person claiming under Lessor.

Notwithstanding any other provision to the contrary, Lessor shall not provide water to the leased premises. However, Lessor reserves the right to discharge water from any of its facilities on to the leased premises at a time and in a manner deemed appropriate by Lessor, in its sole discretion. In the event of such water discharge, Lessor shall not be liable to Lessee for any damages whatsoever.

ARTICLE 2 LEASE TERM

Section 2.01 Fixed Term. This Lease shall be for a period of three (3) years. The Lease Term shall commence on December 1, 2014, and expire at 11:59:59 P.M. on December 1, 2017 (the “Initial Term”).

Section 2.02 Holding Over. If the Lessee, or any Person claiming under the Lessee, should hold possession of the Premises or any part thereof after the termination or expiration of this Lease, then such holding over shall constitute a tenancy from month-to-month, upon the same terms, covenants and conditions contained in this Lease so far

as they are applicable, except that the monthly payment rent due from Lessee shall be equal to one hundred fifty percent (150%) of the rent. In addition, the Lessee shall pay all damages sustained by the Lessor by reason of such holding over, and shall, upon demand by Lessor, indemnify, defend (with legal counsel selected by the Lessor) and hold the Lessor harmless from and against any loss or liability resulting from such holding over. Lessor's acceptance of such rent shall create only a tenancy at sufferance, upon the terms set forth in this section. Any such tenancy shall be terminable at any time by either party upon ten (10) days written notice to the other party. Nothing contained in this section shall be deemed or constructed to waive Lessor's right of re-entry or any other right of Lessor hereunder or at law, or as permission for the Lessee to hold-over.

ARTICLE 3 RENT, TAXES AND UTILITIES

Section 3.01 Rent.

(a) **Initial Term:** The rent shall be \$8,140.00 per annum (\$200.00 per acre x 40.7 acres) and shall be paid in full by December 1, 2015, and each December 1st thereafter for the term of this lease. Said rent shall be non-refundable. Lessee must pay all rent to Lessor without notice or demand in lawful money of the United States of America, at the address set forth in Section 11.06 or at such other place as Lessor may from time to time designate in writing.

Section 3.02 Utilities.

[Reserved].

Section 3.03 Personal and Real Property Taxes. Pursuant to Revenue and Taxation Code section 107.6, the Lessee's possessory interest in this Agreement may be subject to property taxation, and the Lessee may be subject to the payment of property taxes levied on such interest. Any and all real, personal, property, or other taxes and assessments levied or assessed against the Property and Premises by any governmental entity, including any special assessments imposed on or against the Property and Premises for the construction or improvement of public works in, on, or above the Property and Premises, shall be paid by Lessee before they become due. The Lessee must pay, prior to delinquency, such possessory interest tax, any personal property taxes related to Lessee's personal property, fixtures and equipment located on or within the Property and Premises, and all other taxes, fees, and assessments levied against the Premises or the Property for the term of this Lease.

ARTICLE 4 USE OF THE PREMISES

Section 4.01 Primary Use. The leased premises shall be used by the Lessee exclusively for lawful farming operations only and no other activities or uses are permitted ("**Permitted Use**"). In connection the use of the Premises, the Lessee shall comply with all applicable rules, regulations, statutes, and ordinances of all governmental authorities, whether now in force or which may hereafter be enacted or promulgated, and shall hold the Lessor harmless from any penalties or damages arising out of the use of the Premises by the Lessee. Any proposed change in the Permitted Use shall require the prior

written approval of the Lessor which may be granted or denied in the Lessor's sole discretion. The Lessee's failure to use the Premises exclusively for the Permitted Use shall constitute a default of this Lease.

The area of land identified in Exhibit A hereto as Section 3 herein is being leased to Lessee for cotton seed production only. No cotton shall be grown in any other section identified on Exhibit A, to wit: Sections 1, 2, 4, 5, 6, 7 and 8, for the term of this Lease.

Section 4.02 Right of Lessor to Inspect. The Lessor (and its agents) shall have a right of access to the Premises at all reasonable times upon providing no less than forty-eight (48) hours prior written notice to the Lessee, (except in case of emergency in which event no prior notice need be given), for purposes of: (i) performing structural inspections, testing and repairs to the Premises; (ii) determining compliance with the provisions of this Lease; (iii) posting notices in connection with this Lease; and (iv) exhibiting the Premises to prospective purchasers or other parties. In exercising this right of access, the Lessor shall use commercially reasonable efforts to avoid unreasonably disturbing the Lessee's quiet enjoyment and use and occupancy of the Premises.

Section 4.03 Additional Prohibited Uses.

(a) The Lessee agrees not to sell or permit to be kept, used, or sold in or about said Premises any items or materials which may be prohibited by a standard form policy of fire insurance. The Lessee also agrees not to do or permit anything to be done in or about the Premises nor bring or keep anything on the Premises which will in any way cause a cancellation of any insurance policy covering the Premises.

(b) The Lessee agrees not to use or allow the Premises to be used for any unlawful purpose. The Lessee further agrees not to cause, maintain, or permit any public or private nuisance on the Premises. The Lessee agrees not to commit or allow to be committed any waste of the Premises.

Section 4.04 Reservation of Rights.

Notwithstanding any other provision in this Lease, Lessor reserves the right to discharge wastewater onto the Premises without any setoff, discount, liability or payment to Lessee.

ARTICLE 5

LIENS

Section 5.01 Prohibition of Liens on Fee or Leasehold Interest.

(a) Lessee shall not suffer or permit any mechanic's liens or other liens to be filed or recorded against the fee interest of the lot and improvements on which Premises are located, nor against Lessee's leasehold interest in the Premises nor any buildings or improvements on the lot containing the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased premises or any part thereof through or under Lessee. Upon demand by the Lessor, the Lessee shall hold harmless, indemnify and defend (with legal counsel reasonably selected by the Lessor) the Lessor against any liens and encumbrances arising out of

work performed or materials furnished by or at the direction of the Lessee, and all costs and expenses incurred by the Lessor related thereto.

(b) The Lessee must do all things reasonably necessary to prevent the filing of any mechanics' or other liens against the Property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee, or anyone holding the Premises, or any part thereof, through or under the Lessee. If any such lien shall at any time be filed against the Property, the Lessee shall cause the same to be discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Nothing contained herein shall imply any consent or agreement on the part of the Lessor to subject the Lessor's estate to liability under any mechanics' or other lien law including property taxes and special assessments. If the Lessee shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of the Lessor, the Lessor may, after notice to the Lessee, discharge the same by paying the amount claimed to be due and the amount so paid by Lessor together with interest thereon at the rate of five percent (5%) and all costs and expenses, including reasonable attorneys' fees incurred by the Lessor in procuring the discharge of such lien, shall be due and payable by the Lessee to the Lessor as additional rent on demand.

(c) The Lessee shall give the Lessor adequate prior written notice of the commencement of any proposed work in the Premises and the Lessor shall have the right to post such notices of non-responsibility as are provided for in the lien laws of the state of California.

Section 5.02 Removal of Liens by Lessee. If any such mechanic's liens or materialman's liens shall be recorded against the leased premises, or any improvements thereof, Lessee shall cause the same to be removed immediately upon notice thereof. In the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so upon the express prior written consent of Lessor and only after depositing with Lessor the amount necessary to release such lien; and in such case, Lessee hereby agrees to indemnify and save the Lessor harmless from all liability for damages occasioned by said contest by Lessee and shall, in the event of a judgment of foreclosure upon said mechanic's lien, Lessee must cause the same to be discharged and removed prior to the execution of such judgment and Lessor shall be authorized to discharge such judgment with any deposit of Lessee's funds held by Lessor.

Section 5.03 Survival of Article. The obligations of the Lessee under this Article shall survive the termination of this Lease.

ARTICLE 6 INDEMNITY

Section 6.01 Non-Liability and Indemnification of Lessor.

(a) **Lessor Not Liable for Damages.** Lessor shall not be liable at any time for any loss, damage, or injury to the Property or person whomsoever at any time occasioned by or arising out of an act or omission of the Lessee, or of anyone holding under Lessee.

(b) **Indemnification of Lessor.** Notwithstanding anything to the contrary in this Lease, and, irrespective of any insurance carried by Lessee for the benefit of Lessor,

Lessee agrees, upon demand from the Lessor, to defend (with legal counsel reasonably selected by the Lessor), indemnify and hold harmless Lessor, and the Lessor's governing body, officers, employees, and agents from any and all claims, costs and liability for any damage, injury or death of or to any person or to the property of any person arising out of the acts, errors or omissions of the Lessee, its successors, its officers, agents, employees or invitees, including, but not limited to, (i) the violation of any environmental law, (ii) any construction or alteration of the Premises, (iii) the Lessee's failure to comply with this Lease, (iv) the Lessee holding over the Premises following the termination of this Lease, or (v) the Lessee's use, maintenance or operation of the Premises (including, but not limited to, the Lessee's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the use of the Premises).

(c) The obligations of the Lessee under this section shall survive the termination of this Lease.

ARTICLE 7 ASSIGNMENT AND SUBLEASING

Section 7.01 Lessor's Consent Required.

(a) This Lease is entered into solely for the operation and use of the Premises in accordance with the terms of this Lease. The qualifications and identity of the Lessee are of particular importance and significance to the Lessor because of:

- (1) The importance of the use and operation of the Premises to the general welfare of the community; and
- (2) The fact that a Transfer (as defined below) is for practical purposes a transfer or disposition of the Premises and/or a sublease or assignment of this Lease.

(b) It is because of the qualifications and identity of the Lessee that the Lessor is entering into this Lease with the Lessee and that Transfers (as defined below) are permitted only as provided in this Lease. Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber the Premises, this Lease or any interest therein, or any part thereof, or any interest in the Lessee (each of which is referred to as a "Transfer") without the prior written consent of the Lessor which may be granted or denied in the Lessor's reasonable discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

Section 7.02 Conditions of Consent. As a condition to its consent, Lessor may require Lessee to pay all expenses in connection with the assignment, and Lessor may require Lessee assigned to assume in writing the obligation of Lessee under this Lease. If the Lessee attempts or otherwise completes a Transfer without first obtaining the Lessor's prior written consent then Lessor may, at its sole option, do any or all of the following in addition to any other remedies available under this Lease or applicable law: (a) void the Transfer and continue the Lease in effect or (b) ratify the Transfer.

Section 7.03 No Waiver. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting and Lessor shall remain secondarily liable for rent and all other amounts due under this Lease.

ARTICLE 8
DEFAULTS AND REMEDIES

Section 8.01 Default. Lessor may, at its option and without limiting Lessor in the exercise of any other right or remedy it may have on account of a default or breach by Lessee, exercise the rights and remedies specified in Section 8.02 if:

(a) **Abandonment.** Lessee's abandonment or vacation of the Premises for a period of thirty (30) or more consecutive days while Lessee is in default of this Lease and the rent is past due by at least one day shall be deemed an abandonment by Lessee.

(b) **Material Misrepresentation.** The Lessee or anyone acting on the Lessee's behalf, made a material misrepresentation as to any matter in any way related to Lessor's decision contract with Lessee.

(c) **Unreasonable Risk to Lessor.** The Lessee engages in misconduct or allows circumstances to exist which, in the sole discretion of the Lessor, expose the Lessor to an unreasonable risk of liability or loss.

(d) **Other Default** The Lessee's failure to observe and perform any other provision of this Lease to be observed or performed by the Lessee where such failure continues for thirty (30) days after written notice by the Lessor to the Lessee except that if the nature of the default is such that the same cannot be reasonably cured within ten (10) days, the Lessee shall not be deemed to be in default if the Lessee shall within such period commence to cure and thereafter diligently proceeds with the same to completion within thirty (30) days from the date of the Lessee's receipt of such written notice.

Section 8.02 Remedies. Upon any breach, default, or abandonment by Lessee, Lessor may exercise any, all, or any combination of the following rights after the relevant period(s) of time stated in this Lease:

(a) **Re-Entry, Removal and Storage of Property-Repairs.** Immediately re-enter and remove all persons and property from the leased Premises, storing the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Lessee. In the event of any such re-entry by Lessor, Lessor may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient provided, however, that Lessor shall be entitled to recover from Lessee the expense of said repairs or alterations only to the extent necessary to restore the Premises to the condition that such Premises were in on the commencement of the Lease Term, reasonable wear and tear excepted. In such instance, the Lease will be terminated, and Lessor will be entitled otherwise to recover all damages allowable under the law or this Lease.

(b) **Termination of Lease; Damages.** Terminate this Lease, in which event Lessee agrees to immediately surrender possession of the Premises, and to pay Lessor, in addition to any other remedy Lessor may have, all amounts past due and all damages Lessor may incur by reason of Lessee's defaults including the cost of restoring the

Premises. Upon termination of this Lease fore Lessee's default, Lessor may recover from Lessee all of the following:

(1) Unpaid Rent. The value at the time of the award of any unpaid rent that had been earned at the time of the termination, to be computed by allowing interest at the rate set forth in Section 5.01, but in no case greater than the maximum amount of interest permitted by law;

(2) Projected Rent. The amount of rent that, more likely than not, would have been earned between the time of the termination and the time of the award, plus interest at the rate set forth in Section 5.01, but in no case greater than the maximum amount of interest permitted by law;

(3) Other Amounts Reasonably Necessary. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new Lessee (whether for the same or a different use), and any special concessions made to obtain a new Lessee; and

(4) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

(d) **Continuation of Lease in Effect.** Lessor shall have the remedy described in California Civil Code Section 1951.4, which provides that, when the Lessee has the right to sublet or assign (subject only to reasonable limitations), the Lessor may continue the Lease in effect after the Lessee's breach and abandonment and recover projected rent from Lessee as it becomes due. Accordingly, if Lessor does not elect to terminate this Lease on account of any default by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover all rent, and projected rent as described in this section, as it becomes due.

(e) **Specific Performance.** The Lessor may seek specific performance by Lessee of any obligation in this Lease, after which the Lessor shall retain, and may exercise and enforce, any and all rights that the Lessor may have against the Lessee as a result of such default.

(f) **Cure of Default By Lessor.** The Lessor may cure the default on behalf of the Lessee utilizing the deposit, or otherwise, and may add all costs incurred by the Lessor in curing such default to the rent due hereunder, and such additional rent shall accrue interest at the rate set forth in Section 5.01.

(g) **Other Remedies.** The Lessor may pursue any other remedy available at law or equity.

Section 8.03 No Waiver of Default. Either party's waiver of any term, covenant, or condition hereunder shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by the Lessor shall not be deemed to be

waiver of any prior breach by the Lessee of any term, covenant or condition of this Lease, other than the entitlement of Lessor to receive the particular amount rent so accepted, regardless of the Lessor's knowledge of such prior breach at the time the Lessor accepts such rent. Either party's failure to exercise any right, option or privilege hereunder shall not be deemed a waiver of such right, option or privilege nor shall it relieve the other party from (1) its obligation to perform each and every covenant and condition on its part to be performed, or (2) any damages or other remedy for failure to perform the obligations of this Lease.

Section 8.04 Remedies Cumulative. The rights, powers, elections, and remedies of the parties contained in this Lease shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair the party's right to exercise any other.

Section 8.05 Lessor's Right to Perform or Cure. If the Lessee fails to make any payment or perform any act required under this Lease, then the Lessor may make such payment or perform such other act; provided that before making any such payment, the Lessor shall first give the Lessee advance written notice of ten (10) days and an opportunity to make the payment or perform any such other act, except in emergencies (in which case no prior notice is required). All sums so paid by Lessor hereunder, together with interest thereon at the highest legal rate from the due date to the date paid, shall be deemed additional rent and are immediately due from Lessee. The Lessor may, but shall not be obligated to, use Lessee's deposit (if any) to pay for all, or a portion of, such payments. In the event the Lessor utilizes said deposit to pay for such performance, then within ten (10) days after written demand by the Lessor, the Lessee shall pay to the Lessor a sufficient sum in cash to restore the deposit to the full amount required under this Lease. In the event the Lessor utilizes its own funds, then within ten (10) days after written demand by the Lessor, the Lessee shall reimburse the Lessor for any of Lessor's expenditures under this section. If the Lessee fails to pay to Lessor for such additional rent due under this section within the specified time period, then Lessor may declare Lessee in default of this Lease.

ARTICLE 9

CONDITION AND REPAIR OF PREMISES

Section 9.01 Inspection and Condition of Premises.

(a) By accepting occupancy of the Premises as of the first date of this Lessee, Lessee shall be deemed to have agreed that (i) the Premises are in a clean and sanitary condition, and (ii) the Lessor has no obligation to fund or perform any work necessary for the Lessee to use the Premises for the Permitted Use.

(b) Lessee acknowledges that the Premises are of its selection and to its specifications and that the Premises have been inspected by Lessee and are satisfactory to it. Lessor leases and the Lessee takes the Premises, including all of the personal property thereon, as-is. Lessee acknowledges that Lessor (whether acting as the Lessor hereunder or in any other capacity) has not made and will not make, nor shall Lessor be deemed to have made, any warranty or representation, express or implied, with respect to any of the

Premises, including any warranty or representation as to (1) its fitness, design or condition for any particular use or purpose, (ii) the quality of the material or workmanship therein, (iii) the existence of any defect, latent or patent, (iv) value, (v) durability, (vi) the existence of any hazardous material, hazardous condition or hazardous activity, or (vii) compliance of the Premises with any law or legal requirement; and all risks incident thereto are to be borne by Lessee.

(c) In the event of any defect or deficiency in any portion of the Premises of any nature, whether latent or patent, Lessor shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages, including, but not limited to strict liability in tort. The provisions of this subsection have been negotiated, and are intended to be a complete exclusion and negation of any warranties by Lessor, express or implied, with respect to any of the Premises, arising pursuant to any law now or hereafter in effect or arising otherwise.

(d) **Release of Lessor.** The Lessee, on behalf of itself and anyone claiming by, through or under the Lessee hereby waives its right to recover from and fully and irrevocably releases the Lessor, its governing body, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Lessee may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Premises, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Lease or any prior lease of the Premises. The release set forth in this subsection includes claims of which the Lessee is presently unaware or which the Lessee does not presently suspect to exist which, if known by the Lessee, would materially affect the Lessee's release of the Released Parties. Lessee specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Lessee agrees, represents and warrants that the Lessee realizes and acknowledges that factual matters now unknown to the Lessee may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Lessee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Lessee nevertheless hereby intends to release, discharge and acquit the Lessor from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Lessee, on behalf of itself and anyone claiming by, through or under the Lessee, hereby assumes the above-mentioned risks and hereby expressly waives any right the Lessee and anyone claiming by, through or under the Lessee, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Section 9.02 Repair and Maintenance

(a) **Lessee Obligations.** Lessee shall be solely responsible for any and all maintenance or repairs related to the Lessee's use and occupancy of the Premises.

(b) At the end of the Lease Term the Lessee must deliver possession of the leased premises to the Lessor in as good condition as existed at the beginning of the Lease Term, ordinary wear and tear excepted.

Section 9.03 Improvements to Premises. During the Lease Term Lessee shall be entitled to make alterations, changes and improvements to the leased Premises upon written approval by Lessor after reviewing the plans and approving such improvements in writing. Any such improvements to the leased Premises during the Lease Term made by Lessee shall become the property of the Lessor upon the earlier of termination of the lease or expiration of the Initial Term. Lessee will fully pay for all materials joined or affixed to the leased Premises and shall pay, in full, all persons who performed labor upon such leased Premises, and shall not suffer any mechanic's liens or materialman's liens of any kind or nature to be enforced against said leased premises for any work done or materials furnished thereunder at Lessee's request. Lessor may post and maintain upon the leased Premises notice of non-responsibility as provided by law.

Section 9.04 Right to Remove Fixtures and Personal Property.

(a) Any property of the Lessee (or its invitees) not removed by the Lessee upon the termination of this Lease shall be considered abandoned, and the Lessor may remove any or all such items and dispose of the same in any manner permitted by law. The Lessor may sell any or all of such property at public or private sale, in such matter and at such times and places as permitted by law.

(b) In the event the Lessee fails to deliver the Premises in the condition set forth in this section, then the Lessor may (but shall not be obligated to) utilize all, or a portion, of the Lessee's deposit to repair the Premises. Thereafter, the Lessor shall deliver the remaining portion of the deposit, if any, to the Lessee in accordance with applicable law.

Section 9.05 No Hazardous Materials. Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the premises by hazardous material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any part of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Lease Term as a result of or relating to such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any

investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater on or under the premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or early termination of this Lease.

As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes that are or become regulated under any applicable local, state or federal law, regulation or ordinance.

At the commencement of this Lease, and any renewal hereof, Lessee must disclose to Lessor the names and amounts of all hazardous materials, if any, or any combination thereof which were stored, used or disposed of on the premises in violation of this Lease.

ARTICLE 10

DESTRUCTION OF PREMISES AND EMINENT DOMAIN

Section 10.01 Destruction of Premises.

(a) Except as otherwise provided in this section, in the event of a partial destruction of the leased Premises during the Lease Term from any cause, the Lessor shall forthwith repair the same, provided such repair can be made within ninety (90) days under the laws and regulations of the federal, state and local authorities. Such partial destruction shall in no way annul or void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made if the destruction did not result from the fault or negligence of Lessee. Such proportionate reduction is to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee on said leased premises. If such repairs cannot be made within the ninety (90) day period, this Lease may be terminated at the option of either party.

(b) **Loss Totaling 50% or More of Replacement Cost.** In the event the leased Premises are destroyed (from any cause) to the extent of fifty percent (50%) or more than the replacement cost of such Premises, this Lease may be terminated at the option of either party.

(c) **Waiver.** Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when property is destroyed and agree that such event shall solely be governed by the terms of this Lease.

Section 10.02 Eminent Domain. If all, or part, of the Premises shall be: (i) taken or appropriated for public or quasi-public use by right of eminent domain, with or without litigation, or (ii) transferred by agreement in connection with a threat of exercise of such a right, then either party hereto shall have the right at its option to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee or Lessor may terminate this Lease by reason of partial taking or appropriation, the taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the Premises. For purposes of the preceding sentence, a full taking of the Property shall be deemed to substantially handicap, impede or impair the Lessee's use of the Premises, such that Lessee may terminate the Lease.

No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to be deemed to give Lessor any award made to Lessee for the taking of personal property and fixtures belonging solely to Lessee and/or for the interruption of or damage to Lessee's business and/or for Lessee's unamortized cost of leasehold improvements and loss of goodwill.

In the event of a partial taking, which does not result in a termination of this Lease, payment of rent shall be abated in the proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. In the event of a temporary taking, which does not result in a termination of this Lease, payment of rent shall be abated during such temporary taking. As used in this section, a "temporary" taking is defined as a taking of less than six (6) months.

ARTICLE 11 GENERAL PROVISIONS

Section 11.01 Time of Essence. Time is of the essence as to each and every provision of this Lease.

Section 11.02 Successors. Each and all of the covenants, conditions, and restrictions in this Leased shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, assignees, and sublessees of the respective parties hereto.

Section 11.03 Entire Agreement. This Lease constitutes the entire agreement between the Lessor and the Lessee relative to the lease of the Premises and any matters reasonably related thereto. The Lease may be altered, amended or revoked only by an instrument in writing signed by both the Lessor and the Lessee. Whenever this Lease calls for Lessor's approval, consent, or waiver, the written approval, consent, or waiver of the Lessor's office manager or her/his designee(s) shall constitute the approval, consent, or waiver of the Lessor, without further authorization required from the Lessor's governing body. The Lessor hereby authorizes the Lessor's City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Lease, or to waive requirements under this Lease, on behalf of the Lessor; provided, however, any

amendment to the amount of rent or the length of the Lease Term shall be subject to additional Lessor's consideration through its City Council. The Lessor and the Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises from the Lessor to the Lessee are merged into, revoked by and/or superseded this Lease.

Section 11.04 Construction. This Lease is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

Section 11.05 Attorneys' Fees. In the event either Lessor or Lessee shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease to recover rent, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, court costs, investigative fees, and accountant fees.

Section 11.06 Notices. All notices or demands of any kind required or desired to be given to the Lessor or the Lessee hereunder shall be in writing and shall be delivered by depositing the notice or demand in the United States mail, first-class postage prepaid with delivery confirmation or by express delivery service with a delivery confirmation, addressed to the Lessor or the Lessee at the addresses specified below, or such other address as shall be designated by either party in writing. Delivery shall be deemed to occur on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable. Delivery shall be directed to:

LESSOR:

City Manager
CITY OF CORCORAN
832 Whitley Avenue
Corcoran, CA 93212
559-992-2348 (fax)

LESSEE:

PhytoGen Cotton Seed, LLC
850 Plymouth Ave
Corcoran, California 93212
559-992-7404

Section 11.07 Headings. Any titles of the Articles, sections or subsections of this Lease are inserted solely for convenience of reference and must be disregarded in interpreting this Lease.

Section 11.08 Subordination. This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which now exist or may hereafter be placed on or against the Property or on or against Lessor's interest or estate therein, all without the necessity of having further instruments executed by Lessee to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any

other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Lessee hereunder be disturbed, if no Lessee default then exists under this Lease, and Lessee shall attorn to the person who acquires Lessor's interest hereunder through any such mortgage or deed of trust. Lessee agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Lessor, but Lessee's covenant to subordinate this Lease to mortgages or deeds of trust hereafter executed is conditioned upon each such mortgage or deed of trust, or a separate subordination agreement containing the commitments specified in the preceding sentence.

Section 11.09 Estoppel Certificates. Upon the Lessor's request, the Lessee will execute and deliver to the Lessor no later than ten (10) business days after the Lessor's request an estoppel certificate, stating that, to the best of Lessee's knowledge:

- (a) This Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- (b) There is no outstanding default under the Lease, or identifying any default which exists; and
- (c) Such other matters as may be reasonably requested by the Lessor.

If the Lessor requests an estoppel certificate, and the Lessee does not respond within fifteen (15) business days, the Lessee shall be deemed to have delivered a certificate containing the requested statements.

Section 11.10 Covenants and Conditions. Each provision of this Lease to be performed by the Lessee or the Lessor shall be deemed both a covenant and condition.

Section 11.11 Severability. This Lease is subject to all applicable laws and regulations. If any provision of this Lease 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 Lease to either party is lost, the Lease may be terminated at the option of the affected party. In all other cases the remainder of the Lease shall continue in full force and effect.

Section 11.12 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 11.13 Governing Law. This Lease 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 Corcoran, California.

Section 11.14 No Third-Party Beneficiaries. Unless specifically set forth herein, the parties to this Lease do not intend to provide any person not a party to this Lease with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the parties have hereto signed this Lease on the date indicated next to each signature and agree that this Lease shall become effective November 15, 2014.

LESSOR:

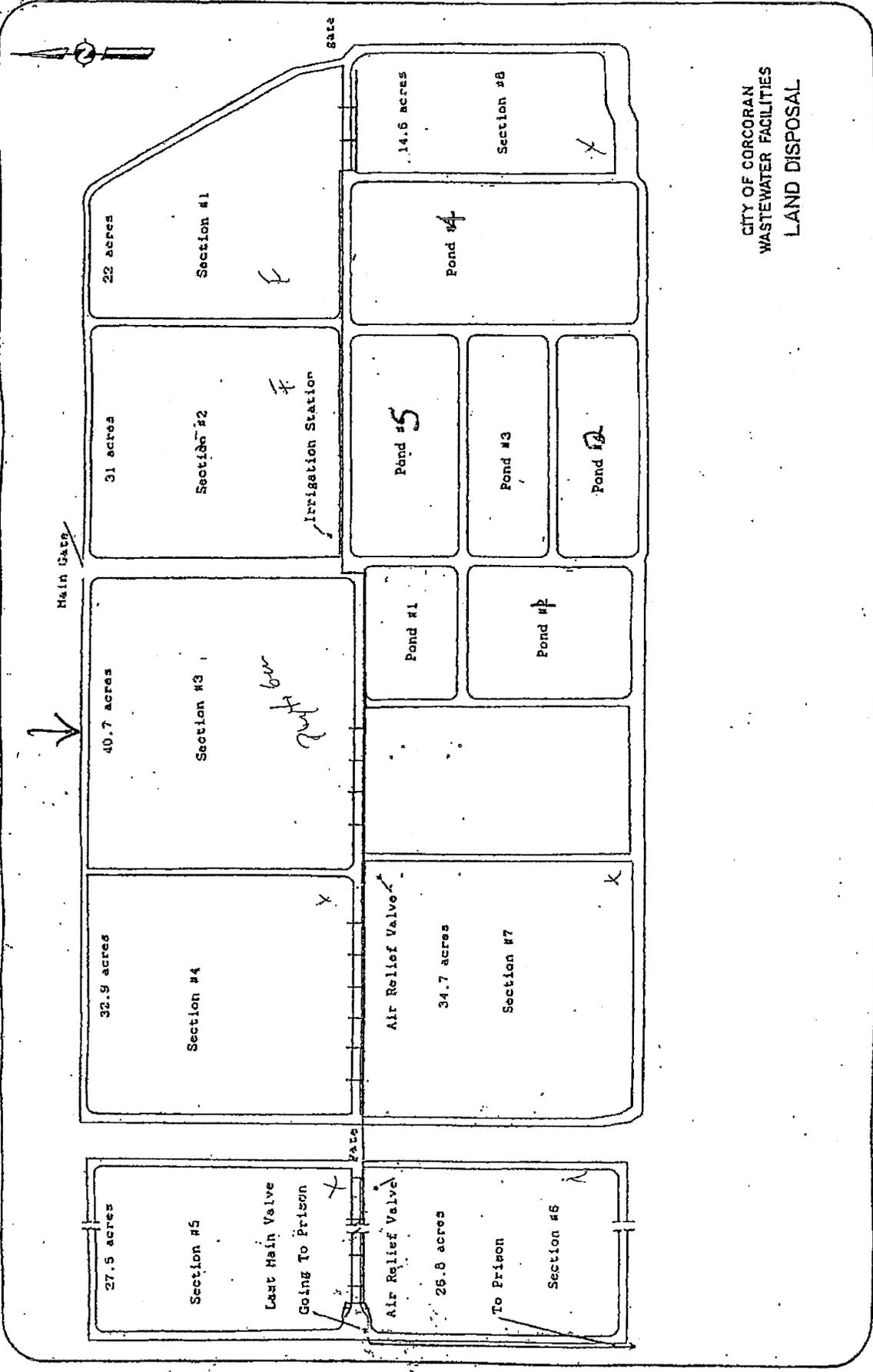
Jerry Robertson, Mayor (date)
CITY OF CORCORAN

LESSEE:

PHOTOGEN COTTON SEED, LLC

 01/08/2015
(date)
Name: Dominique ROCHE
Title: Station Leader

EXHIBIT A



CITY OF CORCORAN
 WASTEWATER FACILITIES
 LAND DISPOSAL

EXHIBIT A

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

MEMORANDUM

TO: City Council

FROM: Steve Kroeker, City of Corcoran Public Works Director

DATE: January 13, 2015 **MEETING DATE:** January 20, 2015

SUBJECT: Consider proposed lease agreement between the City of Corcoran and Jackson Weaver.

Recommendation:

It is our recommendation that the City Council approves and authorizes the Vice - Mayor to execute the attached lease agreement between the City and Jackson Weaver for the lease of Ag property at the City's Wastewater Disposal Fields.

Discussion:

Both this agreement between the City of Corcoran and Jackson Weaver along with a similar agreement between PhytoGen Cotton Seed, LLC/Tim Anderson and the City of Corcoran were brought before the City Council for review and tentative approval. These agreements are for the use of land in the City's Wastewater Disposal Fields by the two parties for agriculture related activities. Subsequent to that approval the two agreements were submitted to the individual parties for their review and approval. The only changes made in the two agreements after their review addressed a request by PhytoGen Cotton Seed, LLC/Tim Anderson that a provision be insert into the agreements that would prohibit the growing of any cotton products in any of the fields being farmed under this agreement between the City and Jackson Weaver.

Budget Impact:

The City Wastewater Fund should realize an income of fifteen (15) percent of the net profit realized by Lessee which in this case is Jackson Weaver.

In addition to the rent paid, the City Wastewater Fund will realize a cost savings as a result of Mr. Weaver taking care of the weeds during the three (3) year term of this lease not only on the land he is using under this lease but around the fence line of the City owned property.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and effective November 15, 2014, by and between **CITY OF CORCORAN**, a municipal corporation organized and existing under the laws of the State of California ("**Lessor**"), with its principal place of business located at 832 Whitley Ave, Corcoran, California, in the County of Kings, State of California, and **JACKSON WEAVER** ("**Lessee**"), maintaining its principal place of business at 1110 Dairy Ave, Corcoran, California 93212.

In consideration for the rents and covenants hereinafter set forth in this Lease, the Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor the Premises, upon the following terms and conditions:

ARTICLE 1 LEASED PREMISES

Section 1.01 Leased Premises.

Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain land described as:

Section #1 [22 acres±] and Section #2 [31 acres ±] of the City of Corcoran wastewater facilities land disposal site ("**Premises**" or "**Property**"). Generally identified as Section #1 and Section #2 in Exhibit A attached hereto.

Section 1.02 Lessor's Warranty of Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon timely paying the rent and other charges herein provided for and performing the Lessee's obligations in accordance with this Lease, shall lawfully and quietly hold, occupy and enjoy the leased Premises during the Lease Term without hindrance or molestation by Lessor or any person claiming under Lessor.

Notwithstanding any other provision to the contrary, Lessor shall not provide water to the leased premises. However, Lessor reserves the right to discharge water from any of its facilities on to the leased premises at a time and in a manner deemed appropriate by Lessor, in its sole discretion. In the event of such water discharge, Lessor shall not be liable to Lessee for any damages whatsoever.

ARTICLE 2 LEASE TERM

Section 2.01 Fixed Term. This Lease shall be for a period of three (3) years. The Lease Term shall commence on November 15, 2014, and expire at 11:59:59 P.M. on November 14, 2017 (the "**Initial Term**").

Section 2.02 Holding Over. If the Lessee, or any Person claiming under the Lessee, should hold possession of the Premises or any part thereof after the termination or expiration of this Lease, then such holding over shall constitute a tenancy from month-to-month, upon the same terms, covenants and conditions contained in this Lease so far as they are applicable, except that the monthly payment rent due from Lessee shall be equal to one hundred fifty percent (150%) of the rent. In addition, the Lessee shall pay all damages sustained by the Lessor by reason of such holding over, and shall, upon demand by Lessor, indemnify, defend (with legal counsel selected by the Lessor) and hold the Lessor harmless from and against any loss or liability resulting from such holding over. Lessor's acceptance of such rent shall create only a tenancy at sufferance, upon the terms set forth in this section. Any such tenancy shall be terminable at any time by either party upon ten (10) days written notice to the other party. Nothing contained in this section shall be deemed or constructed to waive Lessor's right of re-entry or any other right of Lessor hereunder or at law, or as permission for the Lessee to hold-over.

ARTICLE 3 RENT, TAXES AND UTILITIES

Section 3.01 Rent.

(a) **Initial Term:** The rent shall be fifteen (15) percent of the net profit realized by Lessee and shall be paid in full by December 1, 2015, and each December 1st thereafter for the term of this lease. Said rent shall be non-refundable. Lessee must pay all rent to Lessor without notice or demand in lawful money of the United States of America, at the address set forth in Section 11.06 or at such other place as Lessor may from time to time designate in writing. The "net profit" shall mean the amount remaining after all reasonable and normal cultural and harvest costs. Lessee shall provide proof to Lessor of such costs when the rent payment is tendered to Lessor.

In addition to the rent being paid, Lessee shall also maintain weed control on the leased premises as well as Sections 4, 7 and 8 (as identified on Exhibit A hereto) and keep clean the entire fence line surrounding the waste water facility.

Section 3.02 Utilities.

[Reserved].

Section 3.03 Personal and Real Property Taxes. Pursuant to Revenue and Taxation Code section 107.6, the Lessee's possessory interest in this Agreement may be subject to property taxation, and the Lessee may be subject to the payment of property taxes levied on such interest. Any and all real, personal, property, or other taxes and assessments levied or assessed against the Property and Premises by any governmental entity, including any special assessments imposed on or against the Property and Premises for the construction or improvement of public works in, on, or above the Property and Premises, shall be paid by Lessee before they become due. The Lessee must pay, prior to delinquency, such possessory interest tax, any personal property taxes related to Lessee's personal property, fixtures and equipment located on or within the Property and Premises, and all other taxes, fees, and assessments levied against the Premises or the Property for the term of this Lease.

ARTICLE 4
USE OF THE PREMISES

Section 4.01 Primary Use. The leased premises shall be used by the Lessee exclusively for lawful farming operations only and no other activities or uses are permitted ("Permitted Use"). In connection the use of the Premises, the Lessee shall comply with all applicable rules, regulations, statutes, and ordinances of all governmental authorities, whether now in force or which may hereafter be enacted or promulgated, and shall hold the Lessor harmless from any penalties or damages arising out of the use of the Premises by the Lessee. Any proposed change in the Permitted Use shall require the prior written approval of the Lessor which may be granted or denied in the Lessor's sole discretion. The Lessee's failure to use the Premises exclusively for the Permitted Use shall constitute a default of this Lease.

Section 4.02 Right of Lessor to Inspect. The Lessor (and its agents) shall have a right of access to the Premises at all reasonable times upon providing no less than forty-eight (48) hours prior written notice to the Lessee, (except in case of emergency in which event no prior notice need be given), for purposes of: (i) performing structural inspections, testing and repairs to the Premises; (ii) determining compliance with the provisions of this Lease; (iii) posting notices in connection with this Lease; and (iv) exhibiting the Premises to prospective purchasers or other parties. In exercising this right of access, the Lessor shall use commercially reasonable efforts to avoid unreasonably disturbing the Lessee's quiet enjoyment and use and occupancy of the Premises.

Section 4.03 Additional Prohibited Uses.

(a) The Lessee agrees not to sell or permit to be kept, used, or sold in or about said Premises any items or materials which may be prohibited by a standard form policy of fire insurance. The Lessee also agrees not to do or permit anything to be done in or about the Premises nor bring or keep anything on the Premises which will in any way cause a cancellation of any insurance policy covering the Premises.

(b) The Lessee agrees not to use or allow the Premises to be used for any unlawful purpose. The Lessee further agrees not to cause, maintain, or permit any public or private nuisance on the Premises. The Lessee agrees not to commit or allow to be committed any waste of the Premises.

(c) Lessee shall not plant, grow, or otherwise allow the production of cotton on the premises leased herein for the term of this Lease.

Section 4.04 Reservation of Rights.

Notwithstanding any other provision in this Lease, Lessor reserves the right to discharge wastewater onto the Premises without any setoff, discount, liability or payment to Lessee.

ARTICLE 5
LIENS

Section 5.01 Prohibition of Liens on Fee or Leasehold Interest.

(a) Lessee shall not suffer or permit any mechanic's liens or other liens to be filed or recorded against the fee interest of the lot and improvements on which Premises are located, nor against Lessee's leasehold interest in the Premises nor any buildings or improvements on the lot containing the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased premises or any part thereof through or under Lessee. Upon demand by the Lessor, the Lessee shall hold harmless, indemnify and defend (with legal counsel reasonably selected by the Lessor) the Lessor against any liens and encumbrances arising out of work performed or materials furnished by or at the direction of the Lessee, and all costs and expenses incurred by the Lessor related thereto.

(b) The Lessee must do all things reasonably necessary to prevent the filing of any mechanics' or other liens against the Property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee, or anyone holding the Premises, or any part thereof, through or under the Lessee. If any such lien shall at any time be filed against the Property, the Lessee shall cause the same to be discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Nothing contained herein shall imply any consent or agreement on the part of the Lessor to subject the Lessor's estate to liability under any mechanics' or other lien law including property taxes and special assessments. If the Lessee shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of the Lessor, the Lessor may, after notice to the Lessee, discharge the same by paying the amount claimed to be due and the amount so paid by Lessor together with interest thereon at the rate of five percent (5%) and all costs and expenses, including reasonable attorneys' fees incurred by the Lessor in procuring the discharge of such lien, shall be due and payable by the Lessee to the Lessor as additional rent on demand.

(c) The Lessee shall give the Lessor adequate prior written notice of the commencement of any proposed work in the Premises and the Lessor shall have the right to post such notices of non-responsibility as are provided for in the lien laws of the state of California.

Section 5.02 Removal of Liens by Lessee. If any such mechanic's liens or materialman's liens shall be recorded against the leased premises, or any improvements thereof, Lessee shall cause the same to be removed immediately upon notice thereof. In the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so upon the express prior written consent of Lessor and only after depositing with Lessor the amount necessary to release such lien; and in such case, Lessee hereby agrees to indemnify and save the Lessor harmless from all liability for damages occasioned by said contest by Lessee and shall, in the event of a judgment of foreclosure upon said mechanic's lien, Lessee must cause the same to be discharged and removed prior to the execution of such judgment and Lessor shall be authorized to discharge such judgment with any deposit of Lessee's funds held by Lessor.

Section 5.03 Survival of Article. The obligations of the Lessee under this Article shall survive the termination of this Lease.

ARTICLE 6
INDEMNITY

Section 6.01 Non-Liability and Indemnification of Lessor.

(a) **Lessor Not Liable for Damages.** Lessor shall not be liable at any time for any loss, damage, or injury to the Property or person whomsoever at any time occasioned by or arising out of an act or omission of the Lessee, or of anyone holding under Lessee.

(b) **Indemnification of Lessor.** Notwithstanding anything to the contrary in this Lease, and, irrespective of any insurance carried by Lessee for the benefit of Lessor, Lessee agrees, upon demand from the Lessor, to defend (with legal counsel reasonably selected by the Lessor), indemnify and hold harmless Lessor, and the Lessor's governing body, officers, employees, and agents from any and all claims, costs and liability for any damage, injury or death of or to any person or to the property of any person arising out of the acts, errors or omissions of the Lessee, its successors, its officers, agents, employees or invitees, including, but not limited to, (i) the violation of any environmental law, (ii) any construction or alteration of the Premises, (iii) the Lessee's failure to comply with this Lease, (iv) the Lessee holding over the Premises following the termination of this Lease, or (v) the Lessee's use, maintenance or operation of the Premises (including, but not limited to, the Lessee's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the use of the Premises).

(c) The obligations of the Lessee under this section shall survive the termination of this Lease.

ARTICLE 7
ASSIGNMENT AND SUBLEASING

Section 7.01 Lessor's Consent Required.

(a) This Lease is entered into solely for the operation and use of the Premises in accordance with the terms of this Lease. The qualifications and identity of the Lessee are of particular importance and significance to the Lessor because of:

- (1) The importance of the use and operation of the Premises to the general welfare of the community; and
- (2) The fact that a Transfer (as defined below) is for practical purposes a transfer or disposition of the Premises and/or a sublease or assignment of this Lease.

(b) It is because of the qualifications and identity of the Lessee that the Lessor is entering into this Lease with the Lessee and that Transfers (as defined below) are permitted only as provided in this Lease. Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber the Premises, this Lease or any interest therein, or any part thereof, or any interest in the Lessee (each of which is referred to as a "Transfer") without the prior written consent of the Lessor which may be granted or denied in the Lessor's reasonable discretion. This prohibition against assigning or subletting shall be

construed to include a prohibition against any assignment or subletting by operation of law.

Section 7.02 Conditions of Consent. As a condition to its consent, Lessor may require Lessee to pay all expenses in connection with the assignment, and Lessor may require Lessee assigned to assume in writing the obligation of Lessee under this Lease. If the Lessee attempts or otherwise completes a Transfer without first obtaining the Lessor's prior written consent then Lessor may, at its sole option, do any or all of the following in addition to any other remedies available under this Lease or applicable law: (a) void the Transfer and continue the Lease in effect or (b) ratify the Transfer.

Section 7.03 No Waiver. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting and Lessor shall remain secondarily liable for rent and all other amounts due under this Lease.

ARTICLE 8 DEFAULTS AND REMEDIES

Section 8.01 Default. Lessor may, at its option and without limiting Lessor in the exercise of any other right or remedy it may have on account of a default or breach by Lessee, exercise the rights and remedies specified in Section 8.02 if:

(a) **Abandonment.** Lessee's abandonment or vacation of the Premises for a period of thirty (30) or more consecutive days while Lessee is in default of this Lease and the rent is past due by at least one day shall be deemed an abandonment by Lessee.

(b) **Material Misrepresentation.** The Lessee or anyone acting on the Lessee's behalf, made a material misrepresentation as to any matter in any way related to Lessor's decision contract with Lessee.

(c) **Unreasonable Risk to Lessor.** The Lessee engages in misconduct or allows circumstances to exist which, in the sole discretion of the Lessor, expose the Lessor to an unreasonable risk of liability or loss.

(d) **Other Default** The Lessee's failure to observe and perform any other provision of this Lease to be observed or performed by the Lessee where such failure continues for thirty (30) days after written notice by the Lessor to the Lessee except that if the nature of the default is such that the same cannot be reasonably cured within ten (10) days, the Lessee shall not be deemed to be in default if the Lessee shall within such period commence to cure and thereafter diligently proceeds with the same to completion within thirty (30) days from the date of the Lessee's receipt of such written notice.

Section 8.02 Remedies. Upon any breach, default, or abandonment by Lessee, Lessor may exercise any, all, or any combination of the following rights after the relevant period(s) of time stated in this Lease:

(a) **Re-Entry, Removal and Storage of Property-Repairs.** Immediately re-enter and remove all persons and property from the leased Premises, storing the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Lessee. In the event of any such re-entry by Lessor, Lessor may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or

convenient provided, however, that Lessor shall be entitled to recover from Lessee the expense of said repairs or alterations only to the extent necessary to restore the Premises to the condition that such Premises were in on the commencement of the Lease Term, reasonable wear and tear excepted. In such instance, the Lease will be terminated, and Lessor will be entitled otherwise to recover all damages allowable under the law or this Lease.

(b) **Termination of Lease; Damages.** Terminate this Lease, in which event Lessee agrees to immediately surrender possession of the Premises, and to pay Lessor, in addition to any other remedy Lessor may have, all amounts past due and all damages Lessor may incur by reason of Lessee's defaults including the cost of restoring the Premises. Upon termination of this Lease fore Lessee's default, Lessor may recover from Lessee all of the following:

(1) **Unpaid Rent.** The value at the time of the award of any unpaid rent that had been earned at the time of the termination, to be computed by allowing interest at the rate set forth in Section 5.01, but in no case greater than the maximum amount of interest permitted by law;

(2) **Projected Rent.** The amount of rent that, more likely than not, would have been earned between the time of the termination and the time of the award, plus interest at the rate set forth in Section 5.01, but in no case greater than the maximum amount of interest permitted by law;

(3) **Other Amounts Reasonably Necessary.** Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new Lessee (whether for the same or a different use), and any special concessions made to obtain a new Lessee; and

(4) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

(d) **Continuation of Lease in Effect.** Lessor shall have the remedy described in California Civil Code Section 1951.4, which provides that, when the Lessee has the right to sublet or assign (subject only to reasonable limitations), the Lessor may continue the Lease in effect after the Lessee's breach and abandonment and recover projected rent from Lessee as it becomes due. Accordingly, if Lessor does not elect to terminate this Lease on account of any default by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover all rent, and projected rent as described in this section, as it becomes due.

(e) **Specific Performance.** The Lessor may seek specific performance by Lessee of any obligation in this Lease, after which the Lessor shall retain, and may exercise and enforce, any and all rights that the Lessor may have against the Lessee as a result of such default.

(f) **Cure of Default By Lessor.** The Lessor may cure the default on behalf of the Lessee utilizing the deposit, or otherwise, and may add all costs incurred by the Lessor in curing such default to the rent due hereunder, and such additional rent shall accrue interest at the rate set forth in Section 5.01.

(g) **Other Remedies.** The Lessor may pursue any other remedy available at law or equity.

Section 8.03 No Waiver of Default. Either party's waiver of any term, covenant, or condition hereunder shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by the Lessor shall not be deemed to be waiver of any prior breach by the Lessee of any term, covenant or condition of this Lease, other than the entitlement of Lessor to receive the particular amount rent so accepted, regardless of the Lessor's knowledge of such prior breach at the time the Lessor accepts such rent. Either party's failure to exercise any right, option or privilege hereunder shall not be deemed a waiver of such right, option or privilege nor shall it relieve the other party from (1) its obligation to perform each and every covenant and condition on its part to be performed, or (2) any damages or other remedy for failure to perform the obligations of this Lease.

Section 8.04 Remedies Cumulative. The rights, powers, elections, and remedies of the parties contained in this Lease shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair the party's right to exercise any other.

Section 8.05 Lessor's Right to Perform or Cure. If the Lessee fails to make any payment or perform any act required under this Lease, then the Lessor may make such payment or perform such other act; provided that before making any such payment, the Lessor shall first give the Lessee advance written notice of ten (10) days and an opportunity to make the payment or perform any such other act, except in emergencies (in which case no prior notice is required). All sums so paid by Lessor hereunder, together with interest thereon at the highest legal rate from the due date to the date paid, shall be deemed additional rent and are immediately due from Lessee. The Lessor may, but shall not be obligated to, use Lessee's deposit (if any) to pay for all, or a portion of, such payments. In the event the Lessor utilizes said deposit to pay for such performance, then within ten (10) days after written demand by the Lessor, the Lessee shall pay to the Lessor a sufficient sum in cash to restore the deposit to the full amount required under this Lease. In the event the Lessor utilizes its own funds, then within ten (10) days after written demand by the Lessor, the Lessee shall reimburse the Lessor for any of Lessor's expenditures under this section. If the Lessee fails to pay to Lessor for such additional rent due under this section within the specified time period, then Lessor may declare Lessee in default of this Lease.

ARTICLE 9
CONDITION AND REPAIR OF PREMISES

Section 9.01 Inspection and Condition of Premises.

(a) By accepting occupancy of the Premises as of the first date of this Lessee, Lessee shall be deemed to have agreed that (i) the Premises are in a clean and sanitary condition, and (ii) the Lessor has no obligation to fund or perform any work necessary for the Lessee to use the Premises for the Permitted Use.

(b) Lessee acknowledges that the Premises are of its selection and to its specifications and that the Premises have been inspected by Lessee and are satisfactory to it. Lessor leases and the Lessee takes the Premises, including all of the personal property thereon, as-is. Lessee acknowledges that Lessor (whether acting as the Lessor hereunder or in any other capacity) has not made and will not make, nor shall Lessor be deemed to have made, any warranty or representation, express or implied, with respect to any of the Premises, including any warranty or representation as to (1) its fitness, design or condition for any particular use or purpose, (ii) the quality of the material or workmanship therein, (iii) the existence of any defect, latent or patent, (iv) value, (v) durability, (vi) the existence of any hazardous material, hazardous condition or hazardous activity, or (vii) compliance of the Premises with any law or legal requirement; and all risks incident thereto are to be borne by Lessee.

(c) In the event of any defect or deficiency in any portion of the Premises of any nature, whether latent or patent, Lessor shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages, including, but not limited to strict liability in tort. The provisions of this subsection have been negotiated, and are intended to be a complete exclusion and negation of any warranties by Lessor, express or implied, with respect to any of the Premises, arising pursuant to any law now or hereafter in effect or arising otherwise.

(d) **Release of Lessor.** The Lessee, on behalf of itself and anyone claiming by, through or under the Lessee hereby waives its right to recover from and fully and irrevocably releases the Lessor, its governing body, employees, officers, directors, representatives, and agents (the "**Released Parties**") from any and all claims, responsibility and/or liability that the Lessee may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Premises, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Lease or any prior lease of the Premises. The release set forth in this subsection includes claims of which the Lessee is presently unaware or which the Lessee does not presently suspect to exist which, if known by the Lessee, would materially affect the Lessee's release of the Released Parties. Lessee specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Lessee agrees, represents and warrants that the Lessee realizes and acknowledges that factual matters now unknown to the Lessee may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Lessee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Lessee nevertheless hereby intends to release, discharge and

acquit the Lessor from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Lessee, on behalf of itself and anyone claiming by, through or under the Lessee, hereby assumes the above-mentioned risks and hereby expressly waives any right the Lessee and anyone claiming by, through or under the Lessee, may have under Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Section 9.02 Repair and Maintenance

(a) **Lessee Obligations.** Lessee shall be solely responsible for any and all maintenance or repairs related to the Lessee's use and occupancy of the Premises.

(b) At the end of the Lease Term the Lessee must deliver possession of the leased premises to the Lessor in as good condition as existed at the beginning of the Lease Term, ordinary wear and tear excepted.

Section 9.03 Improvements to Premises. During the Lease Term Lessee shall be entitled to make alterations, changes and improvements to the leased Premises upon written approval by Lessor after reviewing the plans and approving such improvements in writing. Any such improvements to the leased Premises during the Lease Term made by Lessee shall become the property of the Lessor upon the earlier of termination of the lease or expiration of the Initial Term. Lessee will fully pay for all materials joined or affixed to the leased Premises and shall pay, in full, all persons who performed labor upon such leased Premises, and shall not suffer any mechanic's liens or materialman's liens of any kind or nature to be enforced against said leased premises for any work done or materials furnished thereunder at Lessee's request. Lessor may post and maintain upon the leased Premises notice of non-responsibility as provided by law.

Section 9.04 Right to Remove Fixtures and Personal Property.

(a) Any property of the Lessee (or its invitees) not removed by the Lessee upon the termination of this Lease shall be considered abandoned, and the Lessor may remove any or all such items and dispose of the same in any manner permitted by law. The Lessor may sell any or all of such property at public or private sale, in such matter and at such times and places as permitted by law.

(b) In the event the Lessee fails to deliver the Premises in the condition set forth in this section, then the Lessor may (but shall not be obligated to) utilize all, or a portion, of the Lessee's deposit to repair the Premises. Thereafter, the Lessor shall deliver the remaining portion of the deposit, if any, to the Lessee in accordance with applicable law.

Section 9.05 No Hazardous Materials. Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees. If Lessee breaches the obligations stated in

the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the premises by hazardous material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any part of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Lease Term as a result of or relating to such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater on or under the premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or early termination of this Lease.

As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes that are or become regulated under any applicable local, state or federal law, regulation or ordinance.

At the commencement of this Lease, and any renewal hereof, Lessee must disclose to Lessor the names and amounts of all hazardous materials, if any, or any combination thereof which were stored, used or disposed of on the premises in violation of this Lease.

ARTICLE 10

DESTRUCTION OF PREMISES AND EMINENT DOMAIN

Section 10.01 Destruction of Premises.

(a) Except as otherwise provided in this section, in the event of a partial destruction of the leased Premises during the Lease Term from any cause, the Lessor shall forthwith repair the same, provided such repair can be made within ninety (90) days under the laws and regulations of the federal, state and local authorities. Such partial destruction shall in no way annul or void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made if the destruction did not result from the fault or negligence of Lessee. Such proportionate reduction is to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee on said leased premises. If such

repairs cannot be made within the ninety (90) day period, this Lease may be terminated at the option of either party.

(b) **Loss Totaling 50% or More of Replacement Cost.** In the event the leased Premises are destroyed (from any cause) to the extent of fifty percent (50%) or more than the replacement cost of such Premises, this Lease may be terminated at the option of either party.

(c) **Waiver.** Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when property is destroyed and agree that such event shall solely be governed by the terms of this Lease.

Section 10.02 Eminent Domain. If all, or part, of the Premises shall be: (i) taken or appropriated for public or quasi-public use by right of eminent domain, with or without litigation, or (ii) transferred by agreement in connection with a threat of exercise of such a right, then either party hereto shall have the right at its option to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee or Lessor may terminate this Lease by reason of partial taking or appropriation, the taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the Premises. For purposes of the preceding sentence, a full taking of the Property shall be deemed to substantially handicap, impede or impair the Lessee's use of the Premises, such that Lessee may terminate the Lease.

No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to be deemed to give Lessor any award made to Lessee for the taking of personal property and fixtures belonging solely to Lessee and/or for the interruption of or damage to Lessee's business and/or for Lessee's unamortized cost of leasehold improvements and loss of goodwill.

In the event of a partial taking, which does not result in a termination of this Lease, payment of rent shall be abated in the proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. In the event of a temporary taking, which does not result in a termination of this Lease, payment of rent shall be abated during such temporary taking. As used in this section, a "temporary" taking is defined as a taking of less than six (6) months.

ARTICLE 11 GENERAL PROVISIONS

Section 11.01 Time of Essence. Time is of the essence as to each and every provision of this Lease.

Section 11.02 Successors. Each and all of the covenants, conditions, and restrictions in this Leased shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, assignees, and sublessees of the respective parties hereto.

Section 11.03 Entire Agreement. This Lease constitutes the entire agreement between the Lessor and the Lessee relative to the lease of the Premises and any matters reasonably related thereto. The Lease may be altered, amended or revoked only by an instrument in writing signed by both the Lessor and the Lessee. Whenever this Lease calls for Lessor's approval, consent, or waiver, the written approval, consent, or waiver of the Lessor's office manager or her/his designee(s) shall constitute the approval, consent, or waiver of the Lessor, without further authorization required from the Lessor's governing body. The Lessor hereby authorizes the Lessor's City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Lease, or to waive requirements under this Lease, on behalf of the Lessor; provided, however, any amendment to the amount of rent or the length of the Lease Term shall be subject to additional Lessor's consideration through its City Council. The Lessor and the Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises from the Lessor to the Lessee are merged into, revoked by and/or superseded this Lease.

Section 11.04 Construction. This Lease is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

Section 11.05 Attorneys' Fees. In the event either Lessor or Lessee shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease to recover rent, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, court costs, investigative fees, and accountant fees.

Section 11.06 Notices. All notices or demands of any kind required or desired to be given to the Lessor or the Lessee hereunder shall be in writing and shall be delivered by depositing the notice or demand in the United States mail, first-class postage prepaid with delivery confirmation or by express delivery service with a delivery confirmation, addressed to the Lessor or the Lessee at the addresses specified below, or such other address as shall be designated by either party in writing. Delivery shall be deemed to occur on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable. Delivery shall be directed to:

LESSOR:

City Manager
CITY OF CORCORAN
832 Whitley Avenue
Corcoran, CA 93212
559-992-2348 (fax)

LESSEE:

Jackson Weaver
1110 Dairy Ave
Corcoran, California 93212
559-380-7089

Section 11.07 Headings. Any titles of the Articles, sections or subsections of this Lease are inserted solely for convenience of reference and must be disregarded in interpreting this Lease.

Section 11.08 Subordination. This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which now exist or may hereafter be placed on or against the Property or on or against Lessor's interest or estate therein, all without the necessity of having further instruments executed by Lessee to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Lessee hereunder be disturbed, if no Lessee default then exists under this Lease, and Lessee shall attorn to the person who acquires Lessor's interest hereunder through any such mortgage or deed of trust. Lessee agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Lessor, but Lessee's covenant to subordinate this Lease to mortgages or deeds of trust hereafter executed is conditioned upon each such mortgage or deed of trust, or a separate subordination agreement containing the commitments specified in the preceding sentence.

Section 11.09 Estoppel Certificates. Upon the Lessor's request, the Lessee will execute and deliver to the Lessor no later than ten (10) business days after the Lessor's request an estoppel certificate, stating that, to the best of Lessee's knowledge:

- (a) This Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- (b) There is no outstanding default under the Lease, or identifying any default which exists; and
- (c) Such other matters as may be reasonably requested by the Lessor.

If the Lessor requests an estoppel certificate, and the Lessee does not respond within fifteen (15) business days, the Lessee shall be deemed to have delivered a certificate containing the requested statements.

Section 11.10 Covenants and Conditions. Each provision of this Lease to be performed by the Lessee or the Lessor shall be deemed both a covenant and condition.

Section 11.11 Severability. This Lease is subject to all applicable laws and regulations. If any provision of this Lease 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 Lease to either party is lost, the Lease may be terminated at the option of the affected party. In all other cases the remainder of the Lease shall continue in full force and effect.

Section 11.12 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 11.13 Governing Law. This Lease 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 Corcoran, California.

Section 11.14 No Third-Party Beneficiaries. Unless specifically set forth herein, the parties to this Lease do not intend to provide any person not a party to this Lease with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the parties have hereto signed this Lease on the date indicated next to each signature and agree that this Lease shall become effective November 15, 2014.

LESSOR:

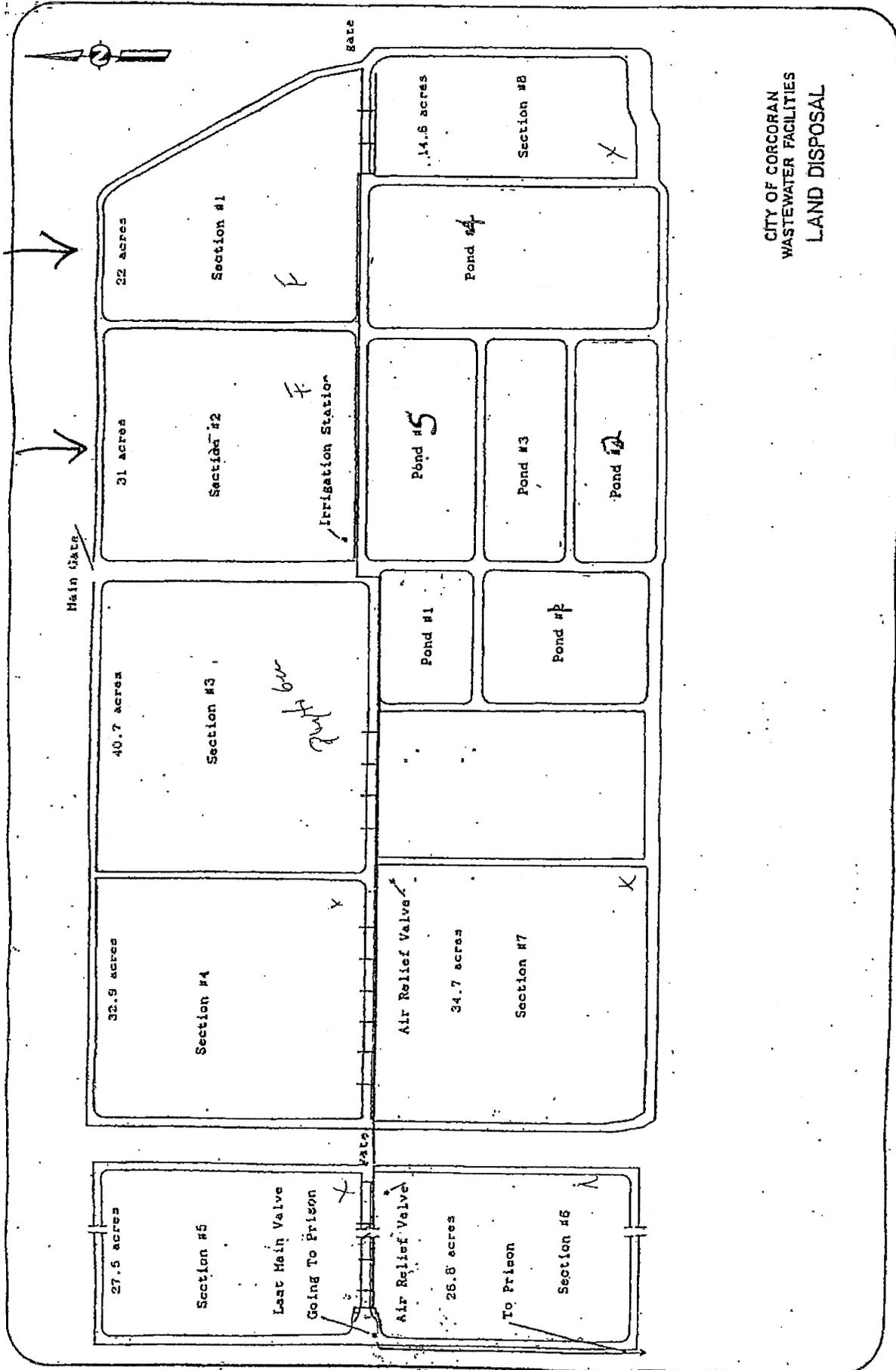
Mark Cartwright (date)
Vice-Mayor
CITY OF CORCORAN

LESSEE:



Jackson Weaver (date)
1-6-15

EXHIBIT A



CITY OF CORCORAN
WASTEWATER FACILITIES
LAND DISPOSAL

EXHIBIT A

City of

CORCORAN

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STAFF REPORT
ITEM #: 7 D

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: January 14, 2015

MEETING DATE: January 20, 2015

SUBJECT: Authorize repayment of the 1992 Corcoran Joint Powers Finance Authority Storm Drain Bond.

Recommendation: Voice Vote

Move to approve to pay the balance of the 1992 Storm Drain Bond.

Discussion:

In 1992 the City issued \$25,695,001 in bonds at 8.75%. The City has been making debt service payments twice a year (in June and December) to cover the principal and interest. If we pay off the principal balance of \$170,000 we are able to save approximately \$18,375 over the next 17 months in interest payments.

Budget Impact:

Repayment was not budgeted, therefore it would be necessary to borrow from the reserves.

City of

CORCORAN

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STAFF REPORT

ITEM #: 7-E

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: January 15, 2015

MEETING DATE: January 20, 2015

SUBJECT: Mid-year budget review

Recommendation:

Informational item. No action required by the Council.

Discussion:

The attached report identifies revenues and expenses for the period beginning July 1, 2014 through December 31, 2014. For comparative purposes, revenues and expenses for the July 1, 2013 through December 31, 2013 are also provided.

Budget Impact:

None.

Attachments:

Mid-year revenues and expenses schedule.

City of Corcoran
 Budget Report
 For the Six Months Ended

	12/31/2013		12/31/2014		
	Budget	Actual 12/31/13	Budget	Actual 12/31/14	% of Budget
Revenues					
Property Taxes	331,245	206,550	337,464	202,041	59.87%
Sales Tax	1,107,236	574,722	1,072,250	525,047	48.97% *Sales Tax \$50k less
Public Safety Sales Tax	49,000	20,692	48,200	25,940	53.82%
Franchise Fees	256,000	17,492	257,804	16,712	6.48%
Occupancy Tax	50,000	11,087	45,499	28,726	63.14%
Fines	27,000	10,879	27,500	11,798	42.90%
Licenses & Permits	105,500	34,593	147,120	94,760	64.41%
Other Grants-PD	2,000	3,908	1,500	3,506	233.74% *Building permit +30K
Motor Vehicle In Lieu	2,104,055	1,065,006	2,118,962	1,051,576	49.63%
Home Owner's Prop Tax Relief	2,700	334	2,700	1,419	52.54%
Post Reimbursements	15,000	7,731	15,000	17,867	119.12%
NTF	7,000	6,580	20,000	0	0.00%
Crossing Guards	24,760	4,306	24,760	8,192	33.08%
Property Transfer Tax	6,000	3,704	10,000	9,497	94.97%
School Resource Officer	50,000	0	50,000	0	0.00%
Planning Fees	23,777	9,495	11,460	31,243	272.63%
Special Police Services	20,000	8,126	20,000	9,880	49.40%
Abatement Charges	40,000	24,140	40,000	8,432	21.08%
Interest	6,000	782	2,000	104	5.21%
Global Tower	8,400	4,200	8,400	4,200	50.00%
AT&T Tower Rent	15,480	7,740	15,480	9,611	62.08%
Solar Lease/EDG	4,000	0	59,719	34,159	57.20%
Rents	60,510	812	4,000	954	23.85%
Other Income		27,176	53,500	10,426	19.49%
Contributions Centennial				8,460	
Prior Year Adjustments				0	0.00%
Transfers In	290,300	250,300	165,000	0	0.00%
Revenue Totals	4,605,963	2,300,355	4,558,318	2,114,551	46.39%
Expenditures					
Mayor And Council					
Services & Supplies	55,374	34,638	61,535	61,216	99.48% *Includes Centennial Exp
Subtotal	55,374	34,638	61,535	61,216	99.48%
Overhead	(38,762)	(19,380)	(36,074)	(18,036)	50.00%
Net Expenditures	16,612	15,258	25,461	43,180	169.59%
City Manager					
Salaries & Benefits	222,456	99,748	157,091	41,016	26.11%
Services & Supplies	31,222	12,504	21,420	7,636	35.65%
Subtotal	253,678	112,252	178,511	48,652	27.25%
capital Outlay			1,500		
Overhead	(202,367)	(97,648)	(140,184)	(63,006)	44.95%
Net Expenditures	51,311	14,604	39,827	(14,354)	-36.04%

	Budget	Actual 12/31/13		Budget	Actual 12/31/14	% of Budget
City Attorney						
Services & Supplies	65,000	44,495	68.45%	100,000	41,333	41.33%
Net Expenditures	65,000	44,495	68.45%	100,000	41,333	41.33%
Finance						
Salaries & Benefits	346,971	147,934	42.64%	335,061	202,361	60.40%
Services & Supplies	124,708	72,725	58.32%	148,766	71,696	48.19%
Machinery & Equipment	20,000	2,610	13.05%	0	0	0.00%
Subtotal	491,679	223,270	45.41%	483,827	274,057	56.64%
Overhead	(432,678)	(216,336)	50.00%	(425,767)	(230,994)	54.25%
Net Expenditures	59,001	6,934	11.75%	58,060	43,063	74.17%
Planning						
Salaries & Benefits	42,503	11,198	26.35%	55,275	7,414	13.41%
Services & Supplies	30,081	5,927	19.70%	25,620	8,795	34.33%
Total Expenditures	72,584	17,125	23.59%	80,895	16,209	20.04%
Building Inspection						
Salaries & Benefits	89,691	47,643	53.12%	79,625	57,260	71.91%
Services & Supplies	72,816	17,702	24.31%	51,600	9,245	17.92%
Total Expenditures	162,507	65,345	40.21%	131,225	66,505	50.68%
Recreation						
Services & Supplies	122,642	58,593	47.78%	133,784	58,411	43.66%
Overhead Allocation	4,630	2,316	50.02%	3,563	0	0.00%
Total Expenditures	127,272	60,909	47.86%	137,347	58,411	42.53%
Parks						
Salaries & Benefits	221,062	110,435	49.96%	159,889	70,615	44.17%
Services & Supplies	152,579	71,981	47.18%	154,082	69,047	44.81%
Subtotal	373,641	182,417	48.82%	313,971	139,662	44.48%
Overhead	(185,234)	(92,616)	50.00%	(142,553)	(64,014)	44.91%
Net Expenditures	188,407	89,801	47.66%	171,418	75,648	44.13%
Police Department						
Salaries & Benefits	3,033,990	1,582,481	52.16%	3,195,427	1,569,600	49.12%
Services & Supplies	445,447	211,176	47.41%	447,137	176,349	39.44%
Total Expenditures	3,479,437	1,793,657	51.55%	3,642,564	1,745,950	47.93%
Fire Services						
Services & Supplies	417,420	211,210	50.60%	432,420	211,210	48.84%
Total Expenditures	417,420	211,210	50.60%	432,420	211,210	48.84%
Public Works Administration						
Salaries & Benefits	209,056	106,379	50.89%	215,084	111,081	51.65%
Services & Supplies	11,162	6,076	54.43%	11,430	4,319	37.79%
Subtotal	220,218	112,455	51.07%	226,514	115,400	50.95%
Overhead	(198,197)	(99,096)	50.00%	(203,862)	(101,934)	50.00%
Net Expenditures	22,021	13,359	60.66%	22,652	13,466	59.45%

*FD Retirement Accrual Payout

	Budget	Actual 12/31/13	Budget	Actual 12/31/14	% of Budget
Government Buildings					
Services & Supplies	298,022	152,281	327,710	146,427	44.68%
Machinery & Equipment	117,300	5,600	70,000	2,560	3.66%
Subtotal	415,322	157,881	397,710	148,988	37.46%
Overhead	(85,684)	(42,840)	(94,650)	(52,806)	55.79%
Net Expenditures	329,638	115,041	303,060	96,182	31.74%
Equipment Services					
Salaries & Benefits	143,380	73,398	151,678	79,840	52.64%
Services & Supplies	16,282	11,387	17,384	9,832	56.56%
Subtotal	159,662	84,784	169,062	89,673	53.04%
Overhead	(140,503)	(70,254)	(135,250)	(67,626)	50.00%
Net Expenditures	19,159	14,530	33,812	22,047	65.20%
General Fund Expenditures Totals:	5,010,369	2,462,266	5,178,741	2,418,850	46.71%
General Fund Revenue (Over)Under Expenditures	(404,406)	(161,912)	(620,423)	(304,298)	49.05%
Water Fund					
Revenues					
Water Charges	4,386,490	2,367,246	4,466,335	2,237,986	50.11%
Penalties	27,500	13,373	25,670	12,968	50.52%
Water Connection Fees	145	140	140	130	92.91%
Interest	14,600	3,489	14,000	3,000	21.43%
Rents	44,650	5,119	0	0	
Rebates		767	0	0	
Insurance Proceeds		466,054	0	392,835	
Revenue Totals:	4,473,385	2,856,187	4,506,145	2,646,920	58.74%
Expenditures					
Salaries & Benefits	463,789	230,350	509,984	235,807	46.24%
Services & Supplies	1,400,850	785,241	1,527,396	946,674	61.98%
Debt Service	1,569,036	492,734	1,610,144	500,556	31.09%
Capital Outlay	315,000	466,809	3,825,000	35,282	0.92%
Overhead Allocation	280,765	140,382	307,317	157,776	51.34%
Total Expenditures	4,029,440	2,115,517	7,779,841	1,876,095	24.11%
Water Fund Revenue Over (Under) Expenditures	443,945	740,670	(3,273,696)	770,825	-23.55%
Gas Tax					
Revenues					
Grants	0			0	
Gas Tax - 2103	368,670	117,985	272,288	148,566	54.56%
Gas Tax - 2105	121,679	38,831	125,133	82,754	66.13%
Gas Tax - 2106	85,464	21,079	102,182	38,599	37.77%
Gas Tax - 2107	181,161	63,338	153,755	101,865	66.25%
Gas Tax 2107.5	6,000	6,000	6,000	12,000	200.00%
Interest	1,000	347	1,400	300	21.43%
Rebates		81	0	0	

*Solar rents go to GF

* PG&E up \$50K and Professional Services up \$15K

	763,974	247,661	32.42%	660,758	384,085	58.13%
Revenue Totals						
Expenditures						
Salaries & Benefits	224,895	114,480	50.90%	146,329	63,441	43.36%
Services & Supplies	302,875	92,822	30.65%	464,620	109,953	23.67%
Overlay Project					98,062	
Curb and Gutter						
Machinery & Equipment	0	25,111		0		
Overhead	163,458	81,726	50.00%	162,878	82,878	50.88%
Total Expenditures	691,228	314,139	45.45%	773,827	354,334	45.79%
Gas Tax Revenues Over(Under) Expenditures	72,746	(66,478)		(113,069)	29,751	
WATER & SANITARY SEWER FUND						
Revenues						
Franchise Fees	100,000	46,113	46.11%	106,000	45,357	42.79%
Refuse Charges	1,515,000	772,950	51.02%	1,559,200	784,483	50.31%
Penalties	27,500	13,373	48.63%	25,667	12,968	50.52%
Grant		6,625		0	6,365	
Interest	500	406	21.20%	450	100	22.22%
Total Revenues	1,643,000	839,167	51.08%	1,691,317	849,273	50.21%
Expenditures						
Refuse						
Services & Supplies	1,411,100	601,370	42.62%	1,464,100	618,265	42.23%
Overhead	179,855	89,928	50.00%	195,451	101,844	52.11%
Total Expenditures	1,590,955	691,298	43.45%	1,659,551	720,109	43.39%
Street Sweeping						
Salaries & Benefits	48,578	32,014	65.90%	37,557	23,483	62.53%
Services & Supplies	37,270	8,856	23.76%	27,726	5,976	21.55%
Total Expenditures	85,848	40,870	47.61%	65,283	29,459	45.13%
Total Refuse Expenditures	1,676,803	732,168	43.66%	1,724,834	749,568	43.46%
Refuse Revenues Over(Under) Expenditures	(33,803)	106,998	-316.54%	(33,517)	99,705	-297.48%
WATER & SANITARY SEWER FUND						
Revenues						
Sewer Charges	1,020,000	472,910	46.36%	1,009,685	509,452	50.46%
Penalties	23,626	11,293	47.80%	21,690	10,951	50.49%
Interest						
Rebates		124				
Rents						
Total Revenues	1,043,626	484,327	46.41%	1,031,375	520,403	50.46%
Expenditures						

Salaries & Benefits	311,677	144,171	46.26%	317,004	121,734	38.40%
Services & Supplies	453,538	223,138	49.20%	484,160	216,578	44.73%
Debt Service	36,342	0	0.00%	36,342	0	0.00%
Capital Outlay	0	0	0.00%	600,000	2,900	0.00%
Overhead	192,094	96,048	50.00%	195,039	102,642	52.63%
Total Expenditures	993,651	463,357	46.63%	1,632,545	443,854	27.19%
Wastewater/SS Revenues Over(Under) Expenditures	49,975	20,970	41.96%	(601,170)	76,549	-12.73%
Wastewater/Storm Drain Fund	Budget	Actual 12/31/13		Budget	Actual 12/31/14	% of Budget
Revenues						
Storm Drain Charges	300,000	151,019	50.34%	304,362	152,322	50.05%
Penalties	3,874	2,080	53.69%	3,980	2,017	50.67%
Storm Drain Acreage Charge						
Interest	500	120	23.96%	500	100	20.00%
Total Revenues	304,374	153,219	50.34%	308,842	154,438	50.01%
Expenditures						
Salaries & Benefits	32,142	15,897	49.46%	65,308	31,650	48.46%
Services & Supplies	18,213	11,383	62.50%	20,709	19,315	93.27%
Debt Service	88,476	35,922	40.60%	95,235	38,738	40.68%
Capital Outlay	30,000	0	0.00%	30,000	0	0.00%
Overhead	147,326	73,668	50.00%	143,302	74,118	51.72%
Total Expenditures	316,157	136,870	43.29%	354,554	163,821	46.20%
Wastewater/SD Revenue Over (Under) Expenditures	(11,783)	16,349	-138.75%	(45,712)	(9,383)	20.53%
RAO Operations Fund	Budget	Actual 12/31/13		Budget	Actual 12/31/14	% of Budget
Revenues						
Interest Earned		62		300	50	
Rents	212,598	88,435	41.60%	217,218	126,285	58.14%
Total Revenues	212,598	88,497	41.63%	217,518	126,335	58.08%
Expenditures						
RAO Operations Exp						
Services & Supplies	88,626	23,580	26.61%	89,472	15,971	17.85%
Overhead	45,017	22,506	49.99%	34,644	17,322	50.00%
Capital Set-Aside	20,000	0	0.00%	20,000	0	0.00%
Transfers Out - Other	100,000	100,000	100.00%	100,000	0	0.00%
Total Expenditures	253,643	146,086	57.60%	244,116	33,293	13.64%
Total RAO Revenues Over(Under) Expenditures	(41,045)	(57,589)	140.31%	(26,598)	93,042	-349.81%
Transit	Budget	Actual 12/31/13		Budget	Actual 12/31/14	% of Budget
Revenues						
Tax Allocation	511,105	277,222	54.24%	641,578	279,754	43.60%
Transportation Grants	200,000	0	0.00%	194,895	0	0.00%

City of

CORCORAN

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

MEMO

TO: Corcoran City Council

FROM: Kevin Tromborg, Community Development Director

DATE: January 13, 2015 MEETING DATE: January 20, 2015

SUBJECT: Approval of Resolution No. 2765 authorizing application for Housing Related Parks Grant

Recommendation: (Consensus)

Move to approve Resolution No. 2765 authorizing application for Housing Related Parks Grant.

Discussion:

Staff received information for a non-competitive Parks Grant to be use for parks improvements. Minimum awards are set at \$75,000. The application Notice of Funding Availability (NOFA) was released in December 2014 and the application is due February 5, 2015.

Budget Impact:

One time grant monies will offset General Fund costs to identified park improvements.

RESOLUTION NO. 2765

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS GRANT**

WHEREAS:

- A. The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated December 10, 2014 (NOFA), under its Housing-Related Parks (HRP) Program.
- B. City of Corcoran (Applicant) desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program.
- C. The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

THEREFORE, IT IS RESOLVED THAT:

- 1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released December 2014 for the 2014 Designated Program Year in the amount not to exceed \$500,000. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in the amount not to exceed \$500,000, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
- 2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for the eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
- 3. That City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED at a regular meeting of the City council of the City of Corcoran held on the 20th day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Kindon Meik, Acting City Clerk

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: January 15, 2015

MEETING DATE: January 20, 2015

SUBJECT: Public Works Director and Community Development Director job classifications

Recommendation:

Approve revisions to the Public Works Director and Community Development Director job classifications.

Discussion:

The job classifications for the Public Works Director and the Community Development Director positions have been revised to be more consistent with industry standards. Specific revisions for the documents include the following:

Public Works Director

- Chief Plant Operator for the Water Treatment Plant job title removed.
- Water treatment, distribution, and cross connection certificate requirements removed.

Community Development Director

- References to and job duties associated with the Redevelopment Agency removed.
- Job duties of Building Official included.

Budget Impact:

None.

Attachments:

- Draft Public Works Director job description.
- Draft Community Development Director job description.

City of Corcoran

(Logo)

Public Works Director

Department:	Public Works	Class Code:	
Revised Date:	January 2015	FLSA Status:	Exempt

GENERAL PURPOSE: The Public Works Director is appointed by and works under the direction of the City Manager and serves as a member of the City's executive team. The Public Works Director coordinates, manages, and directs the operations and activities of the City's Public Works Department and supervises assigned personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Directs and oversees the day-to-day operations of the Public Works Department performed by department staff or contracted providers in the areas of engineering, equipment and fleet maintenance, government buildings, parks, refuse, streets and traffic signal systems, sewer collections, storm drainage systems, transit, water treatment and distribution, and waste water treatment.
- Serves as a member of the management team; represents the Public Works Department to other City departments, elected officials, and outside agencies; coordinates activities with City departments and department directors, community groups, and other relevant organizations.
- Provides assistance to the City Manager in conducting administrative, technical, and operational reports and studies; prepares relevant City Council agenda items and attends City Council meetings; makes presentations to the City Council; attends, as needed, Planning Commission meetings and other special meetings; represents the City at, and may serve on various local and regional boards, commissions, and regulatory agencies.
- Prepares, administers, and monitors the annual operating budget of the Public Works Department; approves department expenditures; develops the long range capital improvement plan and works with the City Manager to identify funding for approved projects; researches and pursues funding opportunities available to the City.
- Selects, trains, supervises, and evaluates the performance of assigned personnel; monitors and ensures compliance with department and City policies; investigates and resolves complaints regarding Public Works employees; implements appropriate disciplinary action; coordinates staff training; establishes clear goals for staff performance and defines a positive vision for the department.
- Consults with representatives from county, State, and Federal agencies on a variety of public works matters; monitors changes in laws and regulations that may affect the City or department operations; implements State and Federal mandates and ensures that reports are accurate and submitted before established deadlines.
- Plans and oversees the design and construction of streets, sidewalks, parks, sewer treatment/collection systems, water treatment and distribution, storm water drainage systems, wastewater treatment facilities and other public works; ensures proper maintenance and repair of public works structures and facilities.
- Coordinates with consulting City Engineer; reviews plans, technical engineering reports, specifications, budget estimates, and contracts and advises on the acceptance of bids of public works projects.

JOB DESCRIPTION
Public Works Director

DRAFT

- Negotiates designated contracts and agreements; coordinates with the City Attorney and City department representatives to determine contractual services.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Graduation from an accredited four year college or university with a degree in Engineering, Business Administration or Public Administration and five years of progressively responsible and varied experience involving the maintenance and operation of public works activities and facilities, including three years in a supervisory capacity, or any combination of training and experience that provides the desired knowledge and abilities.

Required Licenses or Certifications:

- Possession of a valid Driver's License issued by the California Department of Motor Vehicles.

Knowledge of:

- Principles, policies, procedures, and practices of engineering, equipment and fleet maintenance, maintenance of government buildings, parks, refuse, streets and traffic signal systems, sewer collections, storm drainage systems, transit, water treatment and distribution, and waste water treatment.
- Technical, legal, financial, and public relations principles associated with the management of a municipal public works program.
- Municipal budgetary processes and budget administration of general and enterprise funds.
- Local, state, and federal regulations, codes, and laws pertinent to the operation of a Public Works Department and the operation of public services.
- Best practices in management, administration, and leadership including goal setting, program development and implementation, staff development and employee supervision.

Ability to:

- Provide administrative direction and professional leadership in the Public Works Department.
- Develop goals, objectives, policies, procedures, work standards, and internal controls for the department and associated public services.
- Prepare and oversee large and complex budgets; allocate limited resources in a cost effective manner.
- Organize, assign, direct, review and evaluate the work of assigned staff.
- Analyze problems, identify solutions and implement goals and actions to achieve desired outcomes.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written documents.
- Maintain and oversee the maintenance of accurate records and files.
- Operate modern office equipment and develop proficiency in appropriate software applications including word processing, spreadsheets, presentations, databases, and other relevant applications and tools.
- Establish and maintain cooperative and effective working relationships with staff, elected officials, consultants, state and federal officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Employee must be able to function in and perform all aspects of the job. Work environment may be semi-controlled or uncontrolled thus requiring mobility in office settings and in non-office settings that may include noise, proximity to heavy equipment, changes in weather conditions, hazards, and other variations in the work environment. Employee must be able to operate office equipment, have normal hand/eye coordination, and be able to lift and/or carry up to 25 pounds.

City of Corcoran

(Logo)

Community Development Director

Department:	Community Development	Class Code:	
Revised Date:	January 2015	FLSA Status:	Exempt

GENERAL PURPOSE: The Community Development Director is appointed by and works under the direction of the City Manager and serves as a member of the City's executive team. The Community Development Director coordinates, manages, and directs the operations and activities of the City's Community Development Department and supervises assigned personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Directs and oversees the day-to-day operations of the Community Development Department performed by department staff or contracted in the areas of building, code enforcement, community and economic development, housing, and planning.
- Serves as a member of the management team; represents the Community Development Department to other City departments, elected officials, and outside agencies; coordinates activities with City departments and department directors, community groups, and other relevant organizations.
- Provides assistance to the City Manager in conducting administrative, technical, and operational reports and studies; prepares relevant City Council agenda items and attends City Council meetings; makes presentations to the City Council; attends Planning Commission meetings and other special meetings; represents the City at, and may serve on various local and regional boards, commissions, and regulatory agencies.
- Prepares, administers, and monitors the annual operating budget of the Community Development Department; approves department expenditures; researches and pursues funding opportunities available to the City.
- Selects, trains, supervises, and evaluates the performance of assigned personnel; monitors and ensures compliance with department and City policies; investigates and resolves complaints regarding Community Development employees; implements appropriate disciplinary action; coordinates staff training; establishes clear goals for staff performance and defines a positive vision for the department.
- Acts as the City Planner; prepares recommendations relating to future growth and development in Corcoran; provides guidance and information to developers, other agencies, and the general public in regards to planning and land use questions, land development, and potential projects; prepares and implements the City's General Plan, Zoning Code, and other related plans.
- May, depending on qualifications, serve as the City's Building Official and will oversee building, inspections, permits, and other related responsibilities.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Graduation from an accredited four year college or university with a degree in Urban Planning, Public Administration, Business Administration, or related field; and five years of progressively responsible and varied experience managing community development operations including three years in a supervisory capacity; or any combination of training and experience that provides the desired knowledge and abilities

Required Licenses or Certifications:

- Possession of a valid Driver's License issued by the California Department of Motor Vehicles.

Knowledge of:

- Principles, policies, procedures, and practices of community and economic development, customer service, urban planning, land development/infrastructure planning.
- Laws and regulations underlying land development, general plans, environmental reviews, zoning, building, and land use.
- Municipal budgetary processes, budget administration, grant funding and management, contract negotiation and administration.
- State and federal housing and community development programs.
- Local, state, and federal regulations, codes, and laws pertinent to the operation of a Community Development Department
- Best practices in management, administration, and leadership including goal setting, program development and implementation, staff development and employee supervision.

Ability to:

- Provide administrative direction and professional leadership in the Community Development Department.
- Develop goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned activities.
- Prepare and oversee large and complex budgets; allocate limited resources in a cost effective manner.
- Organize, assign, direct, review and evaluate the work of assigned staff.
- Analyze problems, identify solutions and implement goals and actions to achieve desired outcomes.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written documents.
- Maintain and oversee the maintenance of accurate records and files.
- Operate modern office equipment and develop proficiency in appropriate software applications including word processing, spreadsheets, presentations, databases, and other relevant applications and tools.
- Establish and maintain cooperative and effective working relationships with staff, elected officials, consultants, state and federal officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Employee must be able to function in and perform all aspects of the job. Work environment may be semi-controlled or uncontrolled thus requiring mobility in office settings and in non-office settings that may include noise, proximity to heavy equipment, changes in weather conditions, hazards, and other variations in the work environment. Employee must be able to operate office equipment, have normal hand/eye coordination, and be able to lift and/or carry up to 25 pounds.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT
ITEM #: 7-H

MEMORANDUM

TO: City Council

FROM: Steve Kroeker, Public Works Director

DATE: January 13, 2015

MEETING DATE: January 20, 2015

SUBJECT: Consider purchase of new City Transit Bus using Federal Transit Administration (FTA) 5311 Funding.

Recommendation:

That the Council authorizes the purchase of one (1) New El Dorado National XHF Diesel Bus 29'.

Discussion:

The City has been allocated FTA 5311 funds for the purchase of capital items for the City of Corcoran's Transit Division. The funds available will allow us to purchase one (1) new transit bus for the City under a piggyback agreement with CalACT. This is the same process the City followed in the purchase of the other buses now serving in the transit fleet, this process allows the City to reduce the time needed in the purchase process and saves us the cost of going out for bids.

The new bus will be equal to the larger buses we now have in our fleet and will be replacing one (1) small bus. The older unit will be kept as back-up until and when we have to surplus it out.

We have worked with CalACT along with Caltrans to obtain our standard agreement and letter of assignment for the funding of this new unit with Creative Bus Sales.

Through FTA 5311, the City of Corcoran's Transit Division will receive \$288,527 in Capital Assistance for the purchase of a new 22-passenger bus to replace a thirteen year old 15-passenger bus.

We expect delivery of this new bus within the next 12 months.

Budget Impact:

The total cost for purchase of the new bus will be at \$330,885.45. The FTA 5311 funding grant for this project will cover \$288,527 of the final cost with the remaining \$42,328.45 to be deducted out of the Transit Budget.

ATTACHMENTS:

ie: agreements, supporting documents, etc

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION
1120 N STREET, MS 39
P. O. BOX 942873
SACRAMENTO, CA 94273-0001
PHONE (916) 657-6990
FAX (916) 653-3411
TTY 711



*Flex your power!
Be energy efficient!*

January 8, 2015

Mr. Steve Kroeker
Public Works Director
City of Corcoran
832 Whitley Avenue
Corcoran, CA 983212

Dear Mr. Kroeker:

As required by the Federal Transit Administration (FTA), the Division of Rail and Mass Transportation (DRMT) is responsible for the review of all procurements for compliance with federal statutes and regulations applicable to a third-party contract. As a recipient of Federal funds, it is the DRMT's responsibility to ensure that all procurements funded with FTA Section 5311 funds comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49CFR Part 19, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations and FTA Circular 4220.1F – Third Party Contracting Guidance.

We have completed our review of the purchasing documentation supplied from the City of Corcoran vehicle purchasing cooperative Request For Proposal #12-03 Creative Bus Sales for the purchase of the One (1) Class H, XHF Diesel Bus as awarded under Section 5311 Standard Agreement #6414004. The procurement package submitted is approved, and you may proceed with your procurement of the subject buses.

With the procurement of all federally funded rolling stock, the California Department of Transportation must be listed as lien holder when the vehicles are registered.

The lien holder should read:

California Department of Transportation
Mass Transportation 5311 Program
P.O. Box 942874 – MS39
Sacramento, CA 94274-0001

Please follow the instructions for vehicle delivery, inspection, and vehicle reimbursement at the following web link:

http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Fed_Vehicle_Procure_Process.pdf

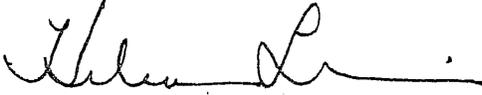
Mr. Steve Kroeker

January 8, 2015

Page 2

If you have any questions, please contact Sharlie E. Kessler of my staff at (916) 654-9986.

Sincerely,

A handwritten signature in black ink, appearing to read 'Helen Louie', with a long horizontal flourish extending to the right.

HELEN LOUIE

Branch Chief

Procurement Management

c: James Ogbonna, Department of Transportation
Michael Amaral, Department of Transportation



Assignment to Purchase Agreement

The California Association for Coordinated Transportation, "Assignor", hereby assigns to the City of Corcoran, "Assignee", the right to purchase a Transit Vehicle ("Vehicle") from the Local Government Purchasing Schedule at a price and under the terms and conditions contained in Assignor's Contract # 12-03 with the Dealer listed on the Schedule. Only those vehicles and optional features may be purchased using the Schedule and the purchase may only be from a Seller listed on the Schedule. Specifically, the Assignment shall have the right to purchase:

One (1) Class H, XHF Diesel Bus

Such ability to purchase base plus options commenced, per terms of Contract, on December 5, 2014 and may be exercised at any time on or before March 22, 2015.

With respect to the Vehicle assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase there under. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced assignment to purchase the vehicle under the Contract to Assignee.

Please be advised that assignment of said vehicle does not constitute a recommendation or endorsement of this product by the Cooperative. The City Corcoran, as the purchaser, is responsible for its choice of vehicle product and options selected and are responsible for vehicle inspection, acceptance and enforcement of any contract provisions.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder. Dated this 4th day of December, 2014.

Daniel Mundy



December 5, 2014

Steve Kroeker
Public Works Director
City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

Re: Cooperative Letter of Assignment

Dear Mr. Kroeker:

The CalACT-MBTA Vehicle Purchasing Cooperative is pleased to assign the City of Corcoran an Assignment to Purchase Agreement for one (1) Class H, XHF Diesel Bus from Creative Bus Sales using Contract #12-03.

Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. The City of Corcoran, as the purchaser, is responsible for its choice of vehicle product and options selected and are responsible for vehicle inspection, acceptance and enforcement of all contract provisions.

By accepting assignment, the City of Corcoran agrees to hold harmless, indemnify and defend the Cooperative as per contract #12-03 from any and all liabilities.

Thank you for purchasing your vehicles through the Cooperative. If you have any questions please call me at 916-920-8018.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Mundy".

Daniel Mundy
Project Manager

Morongo Basin Transit Authority
March 23, 2012

Notice of Award MBTA RFP #11-03 for Establishment of a Local Government Purchasing
Schedule

The Morongo Basin Transit Authority (MBTA) is pleased to announce that its Board of Directors concurs with staff's recommendation to award contracts for RFP #11-03 to the following firms:

1. AZ-Bus Sales, – 1900 S. Riverside Ave, Colton, Ca 92324
2. Creative Bus Sales, 13501 Benson Ave, Chino, Ca 91710
3. Golden Gate Truck Centers, 8200 Baldwin Avenue, Oakland, Ca 94621

Orders will only be placed through an Assignment Process that will be managed jointly by MBTA and CalACT. In addition to pricing, Ordering Agencies may consider other criteria such as the past performance, warranty terms or other factors in making their decision of which vehicle to select.

Each firm will be sent electronic copies of the Contract documents once those are completed and available. At that time, the firm shall complete and return the following within ten (10) days:

1. Three (3) signed original Contract agreements. Upon execution by the MBTA, one original will be returned with a copy bound within the Conformed Contract Documents.
2. Certificates of Insurance, in accordance with Part C - Special Provision.

If you have any questions, please contact me at 760.366.2986 or joe@mbtabus.com

Thank you for your patience and diligence during the evaluation and award process.

Sincerely



Joe G. Meer
General Manager

City of Corcoran

832 Whitley Ave
Corcoran, CA 93212

(559) 992-2151

Purchase Order

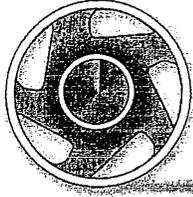
TO: Creative Bus Sales, Inc. 13501 Benson Avenue Chino, CA 91710-5232 Tel. (909) 465-5528 Fax (909) 465-5529

Date: 1/12/2015
Purchase Order #: 24179

QTY	Unit	Description	Account #	Amount
1		New El Dorado National XHF 22 Passenger Diesel Bus 29' Ship To: City of Corcoran Public Works Dept. 750 North Ave. Corcoran, Ca 93212		\$ 310,216.12
Send Correspondence To: City of Corcoran Attn: Accounts Payable 832 Whitley Ave. Corcoran, CA 93212			Subtotal	\$310,216.12
			Shipping	
			Tax	20,669.33
			Total	\$ 330,885.45

Approved By

Date



Creative Bus Sales

13501 Benson Avenue, Chino, California, 91710

January 12, 2015

Creative Bus Sales Proposal for Corcoran Transit



(Bus photo is not to exact specifications.)

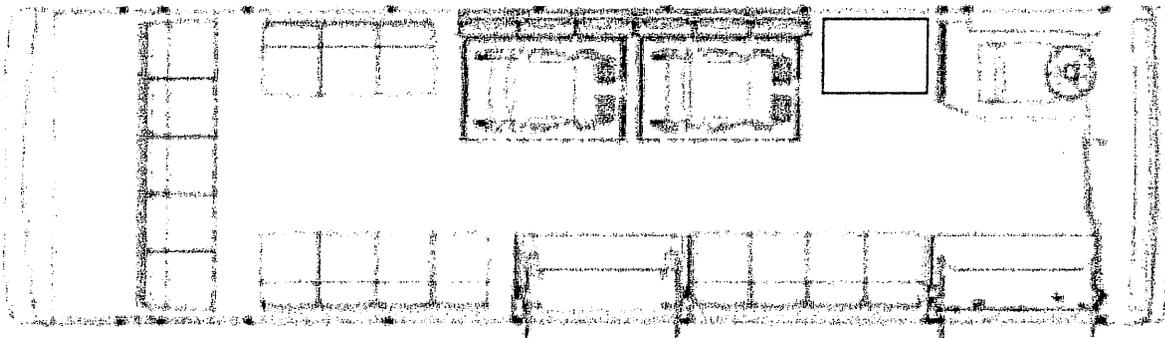
**CalACT Class H Transit ADA Bus for
22-Ambulatory Passengers or 16-Ambulatory Passengers + 2-Wheelchair Positions
Pricing based off of CalACT / MBTA Vehicle Purchasing Cooperative**

- Piggyback Options: CalACT / MBTA Bid (Class H)
- Delivery Timeline: Approximately: 10 to 12-Months from Receipt of Order
- Eldorado National XHF Diesel Bus 29'
- Driver's Seat: USSC with Black Transit Cloth
- Ricon Mirage Lift (Rear Door)
- Restraints: Q-Straint 8100s (2)
- Flooring: Altro Chroma (2.7MM)
- Seats: Citiseats with Hand Holds and Fabric Inserts
- Standee Line: Yellow
- Bus Comes Equipped with All Standard CalACT Equipment (Please see attached)

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com

- **Options:**
 - (1) Diamond NV Farebox (Keyed Alike): \$693.00
 - (1) 2-Position Bike Rack (Black-Steel): \$1,600.00
 - (1) Diesel Option (Cummins ISB-280): (\$38,282.00)
 - (1) Driver's Dash AC / Heat / Defrost: \$2,965.00
 - Total Options: (\$33,024.00)

- **Pricing:**
 - Base Price: \$338,535.00
 - Total Options: (\$33,024.00)
 - Doc Prep Fee: \$80.00
 - Subtotal: \$305,591.00
 - Non-Taxable ADA Items: \$30,000.00
 - Total Taxable Amount: \$275,591.00
 - Sales Tax @ 7.50%: \$20,669.33
 - Subtotal: \$326,260.33
 - CalACT Procurement Fee (1.5%): \$4,583.87
 - DMV Electronic Filing Fee: \$29.00
 - DMV Estimated Fee: N/C
 - Tire Fee: \$12.25
 - Delivery Fee: No Charge
 - **Total Cost Per Bus: \$330,885.45**



From the office of Steve Chung
 Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
 stevec@creativebussales.com
 www.creativebussales.com

ELDORADO NATIONAL CALIFORNIA, INC.
9670 GALENA ST, RIVERSIDE, CA 92509

PRE-SHIPPER

11/15/2012 PAGE: 1

004140 1CREACAHB

SHIP: CREATIVE BUS SALES

BILL: CREATIVE BUS SALES

13501 BENSON AVE.

13501 BENSON AVE.

CHINO, CA 91710

CHINO, CA 91710

XHF-32

CHANGE ORDER # : 0

OPEN DATE: 11/9/2012 W/O: 999999

STOCK #:

VIN:

SLSM: Gentry Shaw

SCHEDULED SHP/DATE: 11/9/2012

ITEM#/ITEM	DESCRIPTION	QTY
<u>Model / Floor Plan</u>		
74 9010898	XHF 32 FRT & MID DOOR BODY - CAL ACT	1
<u>Mechanical</u>		
2 1226562	AIR COMPRESSOR - ENGINE MOUNTED	1
4 1228139	REAR ENGINE "RUN" BOX	1
3 1400068	ELECTRONIC THROTTLE	1
59 1400456	ENGINE BELT GUARD	1
7 1226570	AIR DRYER	1
6 1226596	AIR BRAKES	1
5 1327949	ABS BRAKE SYSTEM	1
8 1226463	CHASSIS FRAME DUAL RAIL LINERS	1
11 1328210	STAINLESS STEEL SURGE TANK	1
109 20-04	DIAGNOSTIC DATA PORT IN REAR ENGINE COMPARTMENT	1
75 20-04	LINNIG VIBRATION DAMPENER FOR A/C	1
13 1227834	SUSPENSION AIR 4 BAG PER AXLE RIDEWELL	1
12 1228022	KNEELING FRONT SUSPENSION SYSTEM	1
14 1196690	STEERING COLUMN TILT & TELESCOPIC	1
15 1226406	WHEELS OEM PAINTED STEEL	1
17 1196377	SPARE TIRE & STEEL WHEEL ASSEMBLY	1
16 1227388	TIRES RADIAL - 275/70R 22.5	1
19 1042993	BUMPER HELP REAR ASSEMBLY	1
18 1043017	BUMPER HELP FRONT ASSEMBLY	1
20 1025522	MUD FLAP FRONT (1) PAIR	1
21 1025527	MUD FLAP REAR (1) PAIR	1
22 1043140	TOW HOOKS ASSEMBLY FRONT	1
97 1328236	TOW HOOKS ASSEMBLY REAR	1
<u>Electrical</u>		
26 1090885	HIGH IDLE ASSEMBLY	1
27 1136530	WIRE COLOR CODED & NUMBERED	1
25 1227917	FLUORESCENT INTERIOR LIGHTING	1
24 1228659	CIRCUIT BREAKER MANUAL RESET	1
23 1328152	BATTERIES DUAL 8D ON S/S SLIDE TRAY	1
61 30-01	24-VOLT ELECTRICAL SYSTEM	1
28 1042811	ALARM BACK-UP WARNING	1
29 1400076	CUMMINS ENGINE PROTECTION SYS. - DIESEL ONLY	1
34 1025881	METER HOUR	1
33 1196427	HUBODOMETER ASSEMBLY	1
32 1328038	DAY/NIGHT RUN SWITCH	1
37 1140276	TURN SIGNALS SIDE - FRONT & REAR	2
98 1227891	FLOOR MOUNTED DIRECTIONAL SIGNALS	1
100 1228436	LIGHT ARMORED CLEARANCE	1
35 1328251	L.E.D. - EXTERIOR LIGHTS - DIALIGHT BRAND	1
62 1400555	DAYTIME RUNNING LIGHTS	1
64 30-10	LED - EXTERIOR STEPWELL LIGHTS - DIALIGHT BRAND	4
76 30-10	LIGHT COLLISION AVOIDANCE MTG CTR	1
99 1212372	PA SYSTEM INTERNAL GOOSENECK MIC W/4 SPEAKERS	1
101 1400209	SPEAKER (1) EXTERNAL	1
<u>Body</u>		
39 1136662	UNDERCOATED AND SEALED BODY	1
38 1227552	PLYWOOD 3/4" MARINE GRADE	1
40 1227669	ZIEBART UNDERCOATING-INSIDE ALL ROLL CAGE TUBES	1
102 1138130	DRIVER BARRIER TOP & BOTTOM SECTIONS	1
42 1024991	STANCHIONS VERTICAL 1-1/4 SS (2 STD)	2
41 1196435	CEILING GRABRAILS ASSY	1

ELDORADO NATIONAL CALIFORNIA, INC.
9670 GALENA ST, RIVERSIDE, CA 92509

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11/15/2012 PAGE: 2

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STOCK #:

VIN:

SLSM: Gentry Shaw

SCHEDULED SHP/DATE: 11/9/2012

43	1150630	VENT ROOF EMERGENCY EXIT 4/WAY ADJ (TRANSPEC)	1
44	1228576	PASSENGER WINDOWS 7/32" LAMINATED UPPER T SLIDE	1
108	1400613	AUTOMOTION ROLLER BLIND - DRIVER FRT & SIDE - SCISSOR TYPE	1
45	1070192	WINDSHIELD WIPER KIT (INTERMITTENT)	1
47	1043272	MIRROR REAR VIEW INTERIOR	1
46	1189950	MIRROR MOTORIZED AND HEATED	1
103	1227057	MIRROR 12" CONVEX REAR STEPWELL	1
50	1227032	REMOTE TOGGLE SWITCH - DOOR ENTRY	1
48	1227594	DOOR OPERATOR AIR	1
49	1327980	DOOR VAPOR SLIDE-GLIDE	1
77	1328087	VAPOR 5 POSITION DOOR CONTROL	1
104	1328095	SENSITIVE DOOR EDGES - REAR DOOR ONLY	1
52	1226935	PAINT - FULL BODY (1 COLOR)	1
53	1153790	DELUXE PLATINUM INTERIOR	1
105	1328103	DRIVER COAT HOOK & STRAP	1
<u>Heating, Ventilation, Air</u>			
54	1193580	HEATER/DEFROSTER FRONT ASSEMBLY	1
<u>Safety & Ancillary</u>			
107	1026237	SIGN ASSEMBLY "STOP REQUESTED"	1
106	1227008	PASSENGER SIGNAL SYSTEM PULL CORD W/DASH LIGHT	1
56	60-04	STANDEE LINE 3" X 38" YELLOW	1
<u>Miscellaneous</u>			
58	99-02	TRANSMISSION ALLISON B300R	1
60	99-06	REAR CENTER SECTION MUD FLAP	1
65	99-11	FREEDMAN CITISEAT PASSENGER SEATS - PER SPECIFICATIONS & DRAWING NO. 93200534X - IN STOCK LEVEL 6 MATERIAL AS REQUESTED TO D-80 - SEAT BELTS ON ALL SEATS, INCLUDING CITISEAT FOLDAWAYS - LEGS, CANTILEVERS & MOUNTINGS POWDER COATED CARBON - STEEL - GRABS ON FF SEATS (NOT REAR ROW) THERMO PLASTIC BLK	1
68	99-14	THERMO KING ATHENIA S1000 ROOFTOP HVAC SYSTEM - R407C, X430 COMP. & INTELLIGAIRE III	1
70	99-16	DIALIGHT LED DRIVERS LIGHT	1
72	99-18	BRAUN OR RICON EXTENDED WARRANTY 2YR - 100,000 MILES	1
78	99-19	ENGINE CNG CUMMINS 2013 ISLG 250HP FUEL PACKAGE - 3 UNDER FLOOR TANKS	1
79	99-20	ALTERNATOR NIEHOFF 803 - 500 AMP	1
80	99-21	EMP ELECTRIC FAN COOLING SYSTEM - BRUSHLESS ELECT. FANS, VARIABLE SPEED, REVERSIBLE - FEATURE - CORROSION RESISTANT METAL SHROUD W/FINGER - GUARDS	1
82	99-23	FRONT SUSPENSION RIDEWELL MODEL ARS-227 - 12,000 LBS. CAPACITY	1
83	99-24	REAR SUSPENSION RIDEWELL MODEL ARD-227 - 23,000 LBS. CAPACITY	1
84	99-25	FRONT & REAR SHOCK ABSORBERS KONI BRAND	1
85	99-26	FRONT AXLE MERITOR MODEL FF943 12,000 LBS. CAPACITY	1
86	99-27	REAR AXLE MERITOR MODEL RC-23 23,000 LBS. CAPACITY	1
87	99-28	BODY & FRAME MEETS FMVSS 220 - SEE ATTACHED INDEPENDENT 3RD PARTY TESTING	1
88	99-29	STAINLESS STEEL BATTERY COMPARTMENT	1
89	99-30	LED LOW BEAM HEADLIGHTS	1
90	99-31	RECARO ERGO MCII OR USSC G2 DRIVER SEAT	1
91	99-32	ALTRO CHROMA 2.7M FLOOR COVERING - STEP EDGES ALTRO T36T ALUMINUM - BRIGHT YELLOW 2 1/2" BAND INSERTED INTO STEP EDGE	1
92	99-33	WHEEL CHAIR LIFT RICON MIRAGE OR BRAUN UVL 855	1
93	99-34	WHEEL CHAIR RESTRAINT SYSTEM - Q-STRAINT 8100-A1 DELUXE OR SURE LOK TITAN 4 - FOR TWO WHEELCHAIR POSITIONS	1
94	99-36	I/O CONTROLS DINEX G2A MULTIPLEX SYSTEM	1
95	99-37	HANOVER FRONT & SIDE AMBER DESTINATION SIGNS	1

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11/15/2012 PAGE: 3

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XHF-32

CHANGE ORDER # : 0

OPEN DATE: 11/9/2012 W/O: 999999

STOCK #:

VIN:

SLSM: Gentry Shaw

SCHEDULED SHP/DATE: 11/9/2012

- (10) YEAR WARRANTY
- (1) SET OF PROGRAMMING SOFTWARE & APPARATUS
- REQUIRED FOR UPDATING THE SIGN MESSAGES
- (WINDOWS COMPATIBLE)

96 99-38	USSC FOG MAKER FIRE SUPPRESSION & METHANE DETECTION SYSTEM	1
110 99-39	TRAINING	1
111 99-40	WARRANTY	1
112 99-41	CNG DEFUELING PORT	1
113 99-42	FULL TANK OF FUEL AT TIME OF DELIVERY	1
114 99-43	LIST OF MAJOR COMPONENT SERIAL NUMBERS	1
73 99-99	NO FREIGHT - DEALER PICK UP	1

99



XHF - The Perfect Transportation Solution! HEAVY-DUTY 29', 33', 35', AND 40' STANDARD-FLOOR BUS



For applications that require a heavy-duty bus with superior flexibility, the XHF is the answer! With a GVWR of 35,000 lbs., the XHF can handle what your routes dish out. Standard 4-bag per axle air-ride suspension, full-length dual frame rails and a transit proven body assure long-term durability. As with all Eldorado National bus models, our vast option availability allows us to build the perfect XHF to meet your exacting needs. It is exclusively available in a two or three unit tram for high volume off-highway applications. The tram transports over 100 people with a turning radius of under 30'! XHF - purpose built for the long haul.



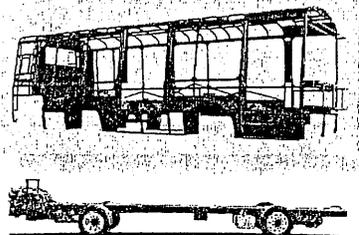
MADE TO MANEUVER

Congested route application? With a 96" wide body and a wheelbase as short as 139", the XHF 29' has a turning radius of under 28'. Two feet shorter than a 25' light-duty cutaway bus! XHF, the perfect fit for your application.



EASY ACCESS IS STANDARD

Wide 38.5" clear opening front/center doors and a passenger friendly two-step entry make the XHF the ideal choice for high volume transit and shuttle applications! Available front and/or center door in-step ADA compliant wheelchair lifts add superior floorplan flexibility.



BUILT STRONG FROM THE GROUND UP!

Made specifically for heavy transit/shuttle applications, both the XHF chassis and body are engineered and produced by Eldorado National in our ISO 9001-certified manufacturing facility, assuring superior build quality and support from start to finish!

DESIGNED AND BUILT IN THE USA!

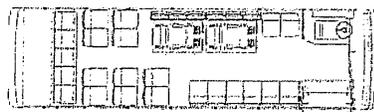


Eldorado 
National - California
Thor Industries Commercial Bus Division

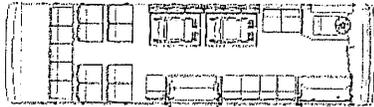
POPULAR FLOORPLANS

(Note: this is only a partial listing of available floorplans. To find a floorplan meeting your exact needs, contact your Eldorado National representative.)

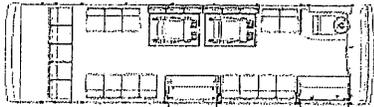
29' MODEL



23 Passengers w/2 Wheelchairs or 29 Passengers

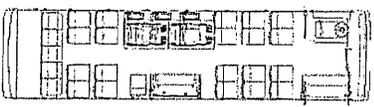


20 Passengers w/2 Wheelchairs or 26 Passengers

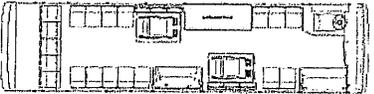


18 Passengers w/2 Wheelchairs or 24 Passengers

33' MODEL

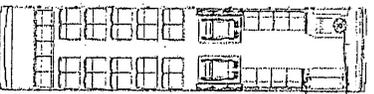


26 Passengers w/2 Wheelchairs or 32 Passengers

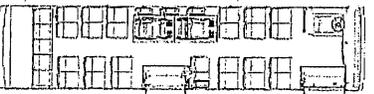


19 Passengers w/2 Wheelchairs or 25 Passengers

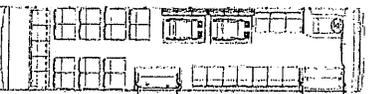
35' MODEL



33 Passengers w/2 Wheelchairs or 39 Passengers

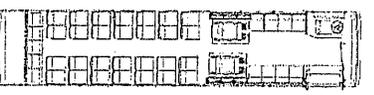


31 Passengers w/2 Wheelchairs or 37 Passengers



29 Passengers w/2 Wheelchairs or 35 Passengers

40' MODEL



41 Passengers w/2 Wheelchairs or 47 Passengers

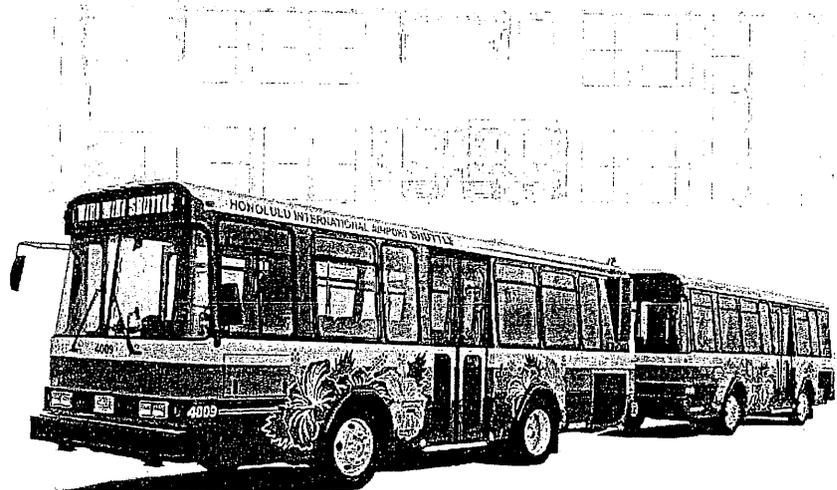


34 Passengers w/2 Wheelchairs or 40 Passengers

TECHNICAL SPECIFICATIONS	29' MODEL	33' MODEL	35' MODEL	40' MODEL*
GVWR	35,000 lbs.	35,000 lbs.	35,000 lbs.	35,000 lbs.
Body Length	29' 10"	33' 5.5"	35' 11.5"	40'
Body Width	96"	96"	96"	96"
Wheelbase	139"	178"	208"	257"
Approach Angle	9°	9°	9°	9°
Breakover Angle	18°	15°	13°	10°
Departure Angle	9°	9°	9°	9°
Seating	Up to 31	Up to 37	Up to 41	Up to 47

*40' model not available for FTA funded transit applications

Body Height	125" With Exhaust, 127" With Roof HVAC, 137" With CNG
Interior Height	80.5"
Step Height-Front And Rear Doors	15" and 12" Kneeled
Wheelchair Lift Locations	Front Or Center Doors
Available Engines	Cummins - Diesel, CNG, LNG
Available Transmissions	Allison - B300R, B400R, Voith, ZF
Passenger HVAC	Roof Or Rear Mounted Plus Dash Mounted Driver's HVAC
Front And Rear Axles	ArvinMeritor
Brakes	S-Cam Drum W/Automatic Slack Adjusters And ABS
Tires	275/70R 22.5
Front And Rear Doors	Vapor Air - Slide Glide
Electrical System	I/O Controls Multiplex - G2A or G3
Suspension	Air Suspension Front And Rear



At Eldorado National, we constantly improve our product; as a result all specifications and dimensions are subject to change without notice.



Eldorado National - California
Thor Industries Commercial Bus Division



Creative Bus Sales

13501 Benson Ave. Chino, CA 91710
800.326.2877 Fax: 909.465.5529
www.CreativeBusSales.com



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Buy America

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly shall be:
9670 Galena Street, Riverside, CA 92509

Description and activities are as follows

Chassis framerail is drilled
Crossmembers, axles and air suspension are installed to chassis rails
Wheels and tires installed to axles
Pneumatic systems installed
Engine, transmission and driveline are interconnected and installed
Brake system is installed and tested
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Door system installed
Electrical wiring harnesses are installed
Interior paneling and equipment finished out
Heating system interconnected and installed
Air conditioning interconnected and installed
Communications equipment installed
Lift installed and tested
Exterior paint applied
Windows are installed
Seats, grab rails and destination signs are installed
Tie-downs installed
Final finish functions performed:
Exterior markings applied
Quality control and final testing performed
Vehicle readied for shipment

PERCENTAGE OF COST FOR FINAL ASSEMBLY 100%

Labor Cost	\$15,210
Overhead Cost	\$26,618



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Buy America

Upon written request to the Federal Transit Association, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

Their application would be inconsistent with public interest.

Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the UMTA Act of 1964, as amended that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.

The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By: Doug Kraus
Title: VP of Finance
Manufacturer: Eldorado National California, Inc.
Date: 12/6/12

BIDDER'S CERTIFICATE - BUY AMERICA
 CAL ACT
 XHF 32 FRONT & MID DOOR PARATRANSIT BODY
 PRE AWARD

6-Dec-12

Pursuant to 49 CFR Part 661, no funds shall be obligated under Urban Mass Transportation Assistance Act of 1964, as amended, or the Surface Transportation Assistance Act of 1982, as amended, unless steel, cement and manufacturer's products are produced in the United States.

CONFIDENTIAL

ELDORADO NATIONAL CALIFORNIA

COMPONENT	MANUFACTURER	ORIGIN	% OF TOTAL COST
ENGINE	CUMMINS	USA	0.1620
TRANSMISSION	ALLISON B300R	USA	0.0889
FRONT AXLE ASSY	MERITOR	USA	0.0176
REAR AXLE ASSY	MERITOR	USA	0.0202
AIR CONDITIONING	THERMO KING	USA	0.0939
EMP ELECTRIC FAN COOLING SYSTEM	EMP	USA	0.0462
PASSENGER SEATS	FREEDMAN	USA	0.0482
DESTINATION SIGNS	HANOVER	USA	0.0213
WHEELCHAIR LIFT	BRAUN	USA	0.0330
ENTRANCE DOOR	VAPOR	USA	0.0396
ELECTRONIC SYSTEMS	PRECISION WORKS	USA	0.0635
WINDOWS	HEHR	USA	0.0137
INTERIOR LIGHTING	TRANSMATIC	USA	0.0112
			<u>0.6593</u>

LOCATION OF FINAL ASSEMBLY - RIVERSIDE, CALIFORNIA - 100%

Valarie Bega

From: Steve Chung [SteveC@creativebussales.com]
Sent: Monday, January 12, 2015 2:34 PM
To: Valarie Bega
Subject: Follow-up from Creative Bus Sales / Steve Chung
Attachments: Pre Buy America CAL ACT XHF 12 6 12.pdf; Corcoran CalACT ClassH EIDoradoNational XHF Bus Proposal 01 12 2015.pdf

Hi Valarie and I hope you are doing well.

Attached are the following items:

- Pre-Award Buy America for the CalACT Class H – EIDorado National XHF
- Revised Proposal with Bike Rack

For the delivery date, as the proposal states, we are at 10 to 12-months from order to delivery. And in speaking with EIDorado National, I can tell you we are closer to 10-months than 12.

Please review and let me know if you have any questions. And if you would like me to be there for the Council Meeting, just let me know and I will schedule accordingly. Please give me a week's notice so that I can coordinate my travel.

Thank you so much!



Steve Chung | Transit Sales
Creative Bus Sales, Inc.
SteveC@CreativeBusSales.com
O | 800.326.2877 C | 909.549.9398

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Reuben P. Shortnacy, Chief of Police

DATE: January 15, 2015

MEETING DATE: January 20, 2015

SUBJECT: Authorization to upgrade video surveillance system at PD facility

Recommendation:

That Council authorize purchase of upgraded video surveillance system at the PD facility.

Discussion:

The existing video surveillance system at the PD facility and especially in the jail is antiquated and has experienced periodic failures. The upgrades will purchase new cameras and necessary infrastructure. The new system is critical for the ongoing operations of department.

Budget Impact:

The cost of the upgraded video surveillance system will cost approximately \$12,500. This expense will be drawn from police impact fees.

Attachments:

None.

City Offices

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

MEMORANDUM

MEETING DATE: January 20, 2015
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- January 21, 2015 (**Wednesday**) City/County Coordinating Meeting – 6:00 PM, Fugazzi’s Restaurant in Hanford
- January 26, 2015 (**Monday**) Goal Setting Study Session – 6:00 PM, Council Chambers
- January 28, 2015 (**Wednesday**) Chamber of Commerce Annual Banquet – 5:30 PM, Recreation Association of Corcoran Main Building
- February 2, 2015 (**Monday**) City Council Meeting – 6:00 PM, Council Chambers

A. Information Items

1. Water and water treatment/distribution update
2. Community Development Director Appointment

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.	Ongoing	City Manager
11/04/13	Council requested staff explore the possibility of extending streetlights on Whitley Avenue to Hwy 43.		Public Works
11/03/14	Council directed staff to review City phone directory prompts, inactive extensions, and voice messages on active phones.	In Progress	City Manager
11/17/14	Council requested information on annexation process.	In Progress	City Manager/Com Dev Director