

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

City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212

*Monday, May 18, 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 City Council meeting of May 4, 2015.

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

2-C. Approve Resolution No. 2777 recognizing National Public Works Week

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated May 18, 2015. (Ruiz-Nuñez)

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS**

6-A. Letter regarding drought relief from Supervisor Henry Perea, Fresno County Board of Supervisors District 3.

7. **STAFF REPORTS**

7-A. Consider approval of Cooperative Agreement HSR 14-88 with the High-Speed Rail Authority and authorize Mayor and City Attorney to sign on behalf of the City. (Kroeker)(VV)

7-B. Consider approval of Resolution No. 2776 approving participation in the California Office of Emergency Services (Cal OES) Transit Security Grant funding program for Fiscal Year 2013-2014. (Kroeker)(VV)

7-C. Year to date budget review and discussion on 2015-2016 fiscal year budget study session. (Ruiz-Nuñez)

7-D. Authorize purchase of Accounts Receivable Module for the City's financial software. (Ruiz-Nuñez)(VV)

7-E. Update on amendment process of Title 8 Chapter 1 of the Municipal Code regarding water conservation. (Meik)(VV)

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Information Items

8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*

8-C. Committee Reports

9. **CLOSED SESSION**

9-A. **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives: Kindon Meik
 Name of employee organization: CPOA, CLOCEA, Local 39, and Management

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)).

Initiation of litigation (Government Code § 54956.9(d)(4)).

Number of potential cases is: 1.

9-C. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – **ANTICIPATED LITIGATION** (Government Code § 54956.9(d)).

Initiation of litigation (Government Code § 54956.9(d)(4)).

Number of potential cases is: 1 .

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on May 14, 2015.



Kindon Meik, City Manager

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
May 4, 2015**

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

ROLL CALL

Councilmembers present: Mark Cartwright, Raymond Lerma (arrived at 6:03 pm), Sidonio Palmerin, Jim Wadsworth, and Jerry Robertson

Councilmembers absent: None

Staff present: Mike Farley, Steve Kroeker, Kindon Meik, and Kevin Tromborg

Press present: Jeanette Todd, "The Corcoran Journal"

INVOCATION Invocation was presented by Mark Cartwright.

FLAG SALUTE The flag salute was led by Jim Wadsworth.

1. **PUBLIC DISCUSSION** None

2. **CONSENT CALENDAR**

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

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

NOES: None

ABSENT: Lerma

2-A. Approval of minutes of the regular meeting on April 20, 2015.

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

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Cartwright and seconded by Wadsworth to approve the Warrant Register dated May 4, 2015. Motion carried by the following vote:

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

NOES: None

ABSENT: None

4. **PRESENTATIONS**

4-A. An update on the status of City wells and water production was presented by Joe Faulkner, Chief Plant Operator.

4-B. Dr. Chad Seidel, presented an initial report on the Water Treatment Plant Analysis being conducted by Corona Environmental Consulting.

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion on Title 8 Chapter 1 of the Municipal Code regarding water waste and water conservation, the Council gave direction on the proposed revisions. A special meeting will be held on May 26, 2015 to introduce an ordinance amending the municipal code relating to water conservation.

7-B. Following Council discussion a **motion** was made by Cartwright and seconded by Lerma to approve the Building Inspector/Code Enforcement Officer job classification and job description as amended. Motion carried by the following vote:

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

NOES: None

ABSENT: None

7-C. Following Council discussion a **motion** was made by Cartwright and seconded by Palmerin to authorize repairs to Well 7A. Motion carried by the following vote:

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

NOES: None

ABSENT: None

7-D. Kevin Tromborg, Community Development Director, presented the Community Development report on building, planning, and housing activities in Corcoran.

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 7:47 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 – Deciding whether or not basis exists for closed session for anticipated litigation (Government Code § 54956.9(d)(3)).

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): Rule 20A Credits

Our Negotiator: Kindon Meik

Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment TBD

The regular meeting was reconvened at 9:34 p.m. The Mayor Robertson reported that the Council discussed the offer by the City of Hayward to purchase the City's PG&E Rule 20A credits for \$130, 000. A **motion** was made by Wadsworth and seconded by Lerma to accept said offer. Motion carried by the following vote:

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

NOES: None

ABSENT: None

Mayor Robertson reported that the Council gave direction to the City Manager and City Attorney on item 9-A.

10. ADJOURNMENT

9:35 P.M.

Jerry Robertson
Mayor

Kindon Meik
Acting City Clerk

APPROVED DATE: May 18, 2015

**Consent Calendar
ITEM #:2-C**

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: May 13, 2015

MEETING DATE: May 18, 2015

SUBJECT: Consider approval of Resolution No. 2777 proclaiming the week of May 17-23, 2015 as "National Public Works Week".

Recommendation:

As part of the consent calendar, approve Resolution No. 2777 proclaiming May 17-23, 2015 as "National Public Works Week".

Discussion:

Each year, local governments across the nation recognize the third week in May as "National Public Works Week". At this time, the City of Corcoran recognizes the contribution of its employees in the Public Works Department for the services they provide to the community. The attached resolution recognizes May 17-23, 2015 as "National Public Works Week".

Budget Impact:

No impact to the budget.

Attachments:

Resolution No. 2777.

Resolution No. 2777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
RECOGNIZING MAY 17-23, 2015 AS
"NATIONAL PUBLIC WORKS WEEK"

Whereas, the Public Works Department provides services for our community and are a vital and integral part of our citizen's everyday lives; and,

Whereas, the support of the community is vital to the efficient operation of public works systems and programs, such as water, sewers, streets, fleet maintenance, building maintenance, wastewater treatment, and solid waste collection; and,

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and,

Whereas, the quality and effectiveness of the qualified and skilled staff contribute to the quality of life that residents and visitors alike enjoy and rely upon from the City of Corcoran.

Now, Therefore, Be It Resolved, that the City Council of the City of Corcoran does hereby recognize and extend appreciation to our dedicated and skilled staff and hereby proclaim the week of May 17-23, 2015 as "National Public Works Week".

And, Be It Further Resolved, that the City Council of the City of Corcoran requests that all citizens and civic organizations acquaint themselves with the issues involved in providing public works services to our community and to recognize the contributions which our public works employees make every day to our health, safety, comfort and quality of life.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran hereby proclaims May 17-23, 2015 as:

National Public Works Week

DATED: May 18, 2015

Jerry Robertson, Mayor

Accounts Payable

Check Register Totals Only

User: spineda
 Printed: 5/13/2015 - 1:25 PM
 Batch: 00502.05.2015 - 05/18/2015 Warrent Register



Check	Date	Vendor No	Vendor Name	Amount	Voucher
58154	05/15/2015	ACCELAIN	#774375 Accela, Inc.	937.00	58,154
58155	05/15/2015	AMTR	Amtrak	1,625.00	58,155
58156	05/15/2015	AMTR	Amtrak	1,625.00	58,156
58157	05/15/2015	AMTR	Amtrak	590.00	58,157
58158	05/15/2015	AMTR	Amtrak	590.00	58,158
58159	05/15/2015	ANAPORTI	Anaheim Portofino Inn & Suites	645.76	58,159
58160	05/15/2015	ASIADMIN	ASI Administrative Solutions, Inc	137.00	58,160
58161	05/15/2015	AT&TMOBI	AT&T Mobility	38.42	58,161
58162	05/15/2015	AUTOZONE	Auto Zone, Inc.	439.98	58,162
58163	05/15/2015	AZAUTO	Az Auto Parts	1,155.94	58,163
58164	05/15/2015	B&CENTER	B & C Enterprises	4,333.78	58,164
58165	05/15/2015	BANKCARD	BankCard Center	2,386.14	58,165
58166	05/15/2015	TODOTRAI	Jay Wesley Brock	13,036.25	58,166
58167	05/15/2015	C.RECOIN	C. A. Reding Company, Inc	92.36	58,167
58168	05/15/2015	CALAINC	Calarco, Inc.	768.63	58,168
58169	05/15/2015	CALIFBOI	California Boiler Inc.	2,246.17	58,169
58170	05/15/2015	CAVESKEN	Caves & Associates	582.03	58,170
58171	05/15/2015	CENVALLA	Central Valley Lawn Care	350.00	58,171
58172	05/15/2015	CHEESTE	Steven Chee	64.00	58,172
58173	05/15/2015	CHEVUSIN	Chevron & Texaco Card Svc	286.60	58,173
58174	05/15/2015	CITYOFCO	City of Corcoran	90.90	58,174
58175	05/15/2015	CIOFTULA	City of Tulare	12.00	58,175
58176	05/15/2015	COBANTEC	COBAN Technologies	436.28	58,176
58177	05/15/2015	COMCACAB	Comcast	198.07	58,177
58178	05/15/2015	CORCHARD	Corcoran Hardware	1,174.83	58,178
58179	05/15/2015	CORCOHEA	Corcoran Heating & Air	2,850.00	58,179
58180	05/15/2015	CORCPUCO	Corcoran Publishing Company	1,598.00	58,180
58181	05/15/2015	CORCRADI	Corcoran Radiator & Muffler	37.50	58,181
58182	05/15/2015	COYOTRAB	Corcoran Youth Travel Basketball Tea	450.00	58,182
58183	05/15/2015	CRAMERGA	Gary Cramer	64.00	58,183
58184	05/15/2015	CRWA	CRWA	250.00	58,184
58185	05/15/2015	DASHMED	DASH	279.08	58,185
58186	05/15/2015	DELAGELA	De Lage Landen	484.24	58,186
58187	05/15/2015	DEPTINDU	Dept of Industrial Relations	657.50	58,187
58188	05/15/2015	DEPAOFJU	Dept of Justice	777.00	58,188
58189	05/15/2015	DOUTREHI	Double Tree by Hilton Hotel Modesto	438.51	58,189
58190	05/15/2015	EMPLDEDE	Employment Development Dept	298.33	58,190
58191	05/15/2015	EWINIRPR	Ewing Irrigation Products, Inc	289.02	58,191
58192	05/15/2015	FARLLAFI	Farley Law Firm	12,363.98	58,192
58193	05/15/2015	FEDEX	FedEx	176.79	58,193
58194	05/15/2015	FELDCOMM	Felder Communications	918.04	58,194
58195	05/15/2015	FERGUEENT	Ferguson Enterprises, Inc	1,960.13	58,195
58196	05/15/2015	FREPODER	Fresno Police Department Regional Tr	142.20	58,196
58197	05/15/2015	GUARDTHE	Guardian Life Insurance	5,133.27	58,197
58198	05/15/2015	HARRUOH	John Harris	64.00	58,198
58199	05/15/2015	HDSUPPLY	HD Supply Waterworks, LTD	91.12	58,199
58200	05/15/2015	HOMEDBPO	Home Depot Credit Services	90.63	58,200
58201	05/15/2015	HUBINTER	HUB International	107.40	58,201
58202	05/15/2015	HYREGNPB	Hyatt Regency Newport Beach	1,371.85	58,202
58203	05/15/2015	JORG&CO	Jorgensen & Company	27.00	58,203

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58204	05/15/2015	KINGCARE	Kings County Area Public Transit	150.00	58,204
58205	05/15/2015	KINGSCOG	Kings County Glass	50.00	58,205
58206	05/15/2015	KINGCOT3	Kings County Treasurer	7,082.00	58,206
58207	05/15/2015	KINGSREH	Kings Rehabilitation Center	7,193.00	58,207
58208	05/15/2015	KWRA	Kings Waste & Recycling	7,845.59	58,208
58209	05/15/2015	KICLCORC	Kiwanis Club of Corcoran	200.00	58,209
58210	05/15/2015	LAYCHRIC	Layne Christensen Company	8,895.00	58,210
58211	05/15/2015	LEHRAUTO	Lehr Auto	383.26	58,211
58212	05/15/2015	LEXISNEX	LexisNexis Risk Data Mngmt	50.00	58,212
58213	05/15/2015	MENESES	Miguel Meneses	320.00	58,213
58214	05/15/2015	MUTUAOFO	Mutual of Omaha	1,994.69	58,214
58215	05/15/2015	CAMARNAT	Natalia Camarena	404.80	58,215
58216	05/15/2015	NOPLUMBI	Nolan's Plumbing	1,404.94	58,216
58217	05/15/2015	OLIVWHCO	Oliver Whitaker Co.	215.00	58,217
58218	05/15/2015	PACIFEMP	Pacific Employers	30.00	58,218
58219	05/15/2015	PADAMGAB	Gabriel Padama	248.00	58,219
58220	05/15/2015	PG&E	PG&E	71,567.08	58,220
58221	05/15/2015	PIZZFACT	Pizza Factory	67.60	58,221
58222	05/15/2015	PROCLEAN	Proclean Supply	893.94	58,222
58223	05/15/2015	PRUDOVSU	Prudential Overall Supply	494.50	58,223
58224	05/15/2015	PUMPSOLU	Pumping Solutions, Inc	697.46	58,224
58225	05/15/2015	QUALPOSE	Quality Pool Service	1,913.30	58,225
58226	05/15/2015	PLACPROS	Randstad	4,619.00	58,226
58227	05/15/2015	RESCOM	Res-Com	429.00	58,227
58228	05/15/2015	RUIZNUNE	Soledad Ruiz-Nunez	729.44	58,228
58229	05/15/2015	SRSPEC	S & R Specialty Equipment	729.03	58,229
58230	05/15/2015	SASAPINE	City Employee Sandra Pineda	53.50	58,230
58231	05/15/2015	SAWROSP	Sawtelle & Rosprim Industrial	1,502.21	58,231
58232	05/15/2015	SAWTROMA	Sawtelle Rosprim Machine Shop	76.97	58,232
58233	05/15/2015	SELEBUSY	Select Business Systems	12.45	58,233
58234	05/15/2015	SHELLFLE	Shell Fleet Plus	6,500.45	58,234
58235	05/15/2015	SJVA	SJVAPCD	117.00	58,235
58236	05/15/2015	SUNRIDGE	Sun Ridge Systems, Inc	21,315.00	58,236
58237	05/15/2015	SUPELECT	Superior Electric Works Inc.	22,139.52	58,237
58238	05/15/2015	TFTI&SE	TF Tire & Service	232.85	58,238
58239	05/15/2015	THEGACO	The Gas Company	536.78	58,239
58240	05/15/2015	THELAMA	The Lawnmower Man	153.89	58,240
58241	05/15/2015	THEPRINT	The Printer	990.71	58,241
58242	05/15/2015	TULARIRR	Tulare Irrigation District	368.06	58,242
58243	05/15/2015	TULETRCO	Tule Trash Company	100,916.08	58,243
58244	05/15/2015	TULETRCO	Tule Trash Company	616.35	58,244
58245	05/15/2015	TULETRCO	Tule Trash Company	3,342.60	58,245
58246	05/15/2015	UNIVARUS	Univar USA Inc	3,823.20	58,246
58247	05/15/2015	URBANFUT	Urban Futures Inc	2,125.00	58,247
58248	05/15/2015	USBANKEQ	US Bank Equipment Finance	197.87	58,248
58249	05/15/2015	VERICALI	Verizon California	1,551.66	58,249
58250	05/15/2015	VERIWIRE	Verizon Wireless	41.62	58,250
58251	05/15/2015	VULCMACO	Vulcan Materials Company	375.54	58,251
58252	05/15/2015	WILLTIFO	Will Tiesicra Ford-Mercury	489.70	58,252
58253	05/15/2015	WRIGELEC	Wright's Electric	255.24	58,253
Check Total:				351,102.61	

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 05/13/2015 - 1:28PM
Warrant Request Date: 05/18/2015
DAC Fund:

Batch: 00502.05.2015 - 05/18/2015 Warrent Registe

Line	Claimant	Voucher No.	Amount
1	Accela, Inc., #774375	000058154	937.00
2	Amtrak	000058156	1,625.00
3	Amtrak	000058157	590.00
4	Amtrak	000058158	590.00
5	Amtrak	000058155	1,625.00
6	Anaheim Portofino Inn & Suites	000058159	645.76
7	ASI Administrative Solutions, Inc	000058160	137.00
8	AT&T Mobility	000058161	38.42
9	Auto Zone, Inc.	000058162	439.98
10	Az Auto Parts	000058163	1,155.94
11	B & C Enterprises	000058164	4,333.78
12	BankCard Center	000058165	2,386.14
13	C. A. Reding Company, Inc	000058167	92.36
14	Calarco, Inc.	000058168	768.63
15	California Boiler Inc.	000058169	2,246.17
16	Natalia Camarena	000058215	404.80
17	Caves & Associates	000058170	582.03
18	Central Valley Lawn Care	000058171	350.00
19	Chee, Steven	000058172	64.00
20	Chevron & Texaco Card Svc	000058173	286.60
21	City of Tulare	000058175	12.00
22	City of Corcoran	000058174	90.90
23	COBAN Technologies	000058176	436.28
24	Comcast	000058177	198.07
25	Corcoran Hardware	000058178	1,174.83
26	Corcoran Heating & Air	000058179	2,850.00
27	Corcoran Publishing Company	000058180	1,598.00
28	Corcoran Radiator & Muffler	000058181	37.50
29	Corcoran Youth Travel Basketball Team	000058182	450.00
30	Cramer, Gary	000058183	64.00
31	CRWA	000058184	250.00
32	DASH	000058185	279.08
33	De Lage Landen	000058186	484.24
34	Dept of Justice	000058188	777.00
35	Dept of Industrial Relations	000058187	657.50
36	Double Tree by Hilton Hotel Modesto	000058189	438.51
37	Employment Development Dept	000058190	298.33
38	Ewing Irrigation Products, Inc	000058191	289.02
39	Farley Law Firm	000058192	12,363.98
40	FedEx	000058193	176.79
41	Felder Communications	000058194	918.04
42	Ferguson Enterprises, Inc	000058195	1,960.13
43	Fresno Police Department Regional Training Center	000058196	142.20
44	Guardian Life Insurance	000058197	5,133.27
45	Harris, John	000058198	64.00
46	HD Supply Waterworks, LTD	000058199	91.12

Page Total: \$50,533.40

Line	Claimant	Voucher No.	Amount
47	Home Depot Credit Services	000058200	90.63
48	HUB International	000058201	107.40
49	Hyatt Regency Newport Beach	000058202	1,371.85
50	Jorgensen & Company	000058203	27.00
51	Kiwanis Club of Corcoran	000058209	200.00
52	Kings County Area Public Transit	000058204	150.00
53	Kings County Treasurer	000058206	7,082.00
54	Kings County Glass	000058205	50.00
55	Kings Rehabilitation Center	000058207	7,193.00
56	Kings Waste & Recycling	000058208	7,845.59
57	Layne Christensen Company	000058210	8,895.00
58	Lehr Auto	000058211	383.26
59	LexisNexis Risk Data Mngmt	000058212	50.00
60	Meneses, Miguel	000058213	320.00
61	Mutual of Omaha	000058214	1,994.69
62	Nolan's Plumbing	000058216	1,404.94
63	Oliver Whitaker Co.	000058217	215.00
64	Pacific Employers	000058218	30.00
65	Padama, Gabriel	000058219	248.00
66	PG&E	000058220	71,567.08
67	Pizza Factory	000058221	67.60
68	Randstad	000058226	4,619.00
69	Proclean Supply	000058222	893.94
70	Prudential Overall Supply	000058223	494.50
71	Pumping Solutions, Inc	000058224	697.46
72	Quality Pool Service	000058225	1,913.30
73	Res-Com	000058227	429.00
74	Ruiz-Nunez, Soledad	000058228	729.44
75	Sandra Pineda, City Employee	000058230	53.50
76	Sawtelle & Rosprim Industrial	000058231	1,502.21
77	Sawtelle Rosprim Machine Shop	000058232	76.97
78	Select Business Systems	000058233	12.45
79	Shell Fleet Plus	000058234	6,500.45
80	SJVAPCD	000058235	117.00
81	S & R Specialty Equipment	000058229	729.03
82	Sun Ridge Systems, Inc	000058236	21,315.00
83	Superior Electric Works Inc.	000058237	22,139.52
84	TF Tire & Service	000058238	232.85
85	The Gas Company	000058239	536.78
86	The Lawnmower Man	000058240	153.89
87	The Printer	000058241	990.71
88	Brock, Jay Wesley	000058166	13,036.25
89	Tulare Irrigation District	000058242	368.06
90	Tule Trash Company	000058244	616.35
91	Tule Trash Company	000058245	3,342.60
92	Tule Trash Company	000058243	100,916.08
93	Univar USA Inc	000058246	3,823.20
94	Urban Futures Inc	000058247	2,125.00
95	US Bank Equipment Finance	000058248	197.87
96	Verizon California	000058249	1,551.66
97	Verizon Wireless	000058250	41.62
98	Vulcan Materials Company	000058251	375.54
99	Will Tiesiera Ford-Mercury	000058252	489.70
100	Wright's Electric	000058253	255.24

Page Total: \$300,569.21

Line	Claimant	Voucher No.	Amount
		Page Total:	\$0.00
		Grand Total:	\$351,102.61

Accounts Payable Voucher Approval List



User: spineda
 Printed: 05/13/2015 - 1:28PM
 Batch: 00502.05.2015 - 05/18/2015 Warrent Register

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58154	5/15/2015	#774375 Accela, Inc.	web payments April 2015	104-405-300-200	937.00
Warrant Total:					937.00
58155	5/15/2015	Amtrak	tickets 125 Corc to Hanf	145-410-300-292	812.50
58155	5/15/2015	Amtrak	tickets 125 Hanf to Corc	145-410-300-292	812.50
58156	5/15/2015	Amtrak	tickets 125 Corc to Hanf	145-410-300-292	812.50
58156	5/15/2015	Amtrak	tickets 125 Hanf to Corc	145-410-300-292	812.50
58157	5/15/2015	Amtrak	tickets 10 ten-ride passes	145-410-300-292	590.00
58158	5/15/2015	Amtrak	tickets 10 ten-ride passes	145-410-300-292	590.00
Warrant Total:					4,430.00
58159	5/15/2015	Anahcim Portofino Inn & Suites	Hotel Accommodations-Joe Faulker	105-437-300-270	645.76
Warrant Total:					645.76
58160	5/15/2015	ASI Administrative Solutions, Inc	cobara admin March 2015	104-402-300-200	77.00
58160	5/15/2015	ASI Administrative Solutions, Inc	section 125 admin may 2015	104-402-300-200	60.00
Warrant Total:					137.00
58161	5/15/2015	AT&T Mobility	cell phone services acct#834605440	120-435-300-220	38.42
Warrant Total:					38.42
58162	5/15/2015	Auto Zone, Inc.	heavy duty battery well 9B	105-437-300-140	307.99
58162	5/15/2015	Auto Zone, Inc.	ac blower unit#103	104-432-300-260	58.32
58162	5/15/2015	Auto Zone, Inc.	idler arm/pitman arm unit#144	104-407-300-260	73.67
Warrant Total:					439.98
58163	5/15/2015	Az Auto Parts	air filter roll pin unit#169	145-410-300-260	155.66
58163	5/15/2015	Az Auto Parts	rao ceramic/air filter unit#190	105-437-300-260	67.21
58163	5/15/2015	Az Auto Parts	air filter unit#163	104-412-300-140	31.62
58163	5/15/2015	Az Auto Parts	dpt supplies	105-437-300-210	16.37
58163	5/15/2015	Az Auto Parts	top cog gold	145-410-300-260	26.70

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58163	5/15/2015	Az Auto Parts	air filter unit#223	104-421-300-260	15.33
58163	5/15/2015	Az Auto Parts	battery cable unit#163	104-412-300-140	22.73
58163	5/15/2015	Az Auto Parts	poly rib belt unit199	104-421-300-260	37.06
58163	5/15/2015	Az Auto Parts	dept supplies	104-433-300-210	11.83
58163	5/15/2015	Az Auto Parts	corrosion preserv battery	120-435-300-140	115.86
58163	5/15/2015	Az Auto Parts	spin on lub /air filter unit#202	104-421-300-260	19.79
58163	5/15/2015	Az Auto Parts	battery terminal unit#169	145-410-300-260	0.97
58163	5/15/2015	Az Auto Parts	pallet jack	104-433-300-210	537.50
58163	5/15/2015	Az Auto Parts	air filter/spin on lub/lamp unit#203	104-412-300-260	30.63
58163	5/15/2015	Az Auto Parts	switch headlight unit#144	104-407-300-260	66.68
Warrant Total:					1,155.94
58164	5/15/2015	B & C Enterprises	fuel	145-410-300-250	1,213.67
58164	5/15/2015	B & C Enterprises	fuel	104-412-300-250	451.37
58164	5/15/2015	B & C Enterprises	fuel	104-421-300-250	2,029.68
58164	5/15/2015	B & C Enterprises	fuel	104-432-300-250	29.05
58164	5/15/2015	B & C Enterprises	fuel	112-438-300-250	207.77
58164	5/15/2015	B & C Enterprises	fuel	120-435-300-250	16.89
58164	5/15/2015	B & C Enterprises	fuel	105-437-300-250	385.35
Warrant Total:					4,333.78
58165	5/15/2015	BankCard Center	lunch for interview panel	104-431-300-270	120.00
58165	5/15/2015	BankCard Center	meeting with mayor roberstson and c wadsworth discuss PTAF settl	104-401-300-271	23.15
58165	5/15/2015	BankCard Center	council snacks	104-401-300-271	10.04
58165	5/15/2015	BankCard Center	regist for chuck jelloian and carole serian for ICSC recon conf.	104-406-300-270	1,140.00
58165	5/15/2015	BankCard Center	certified mail 4/30 4/10 3/30 04/08 04/06/2015	104-432-300-152	231.91
58165	5/15/2015	BankCard Center	add'l owed invoice	104-421-300-210	2.25
58165	5/15/2015	BankCard Center	earthlink	104-401-300-157	34.95
58165	5/15/2015	BankCard Center	springbrook conf hotel	311-408-300-270	682.44
58165	5/15/2015	BankCard Center	semi trash pump	105-437-300-140	131.05
58165	5/15/2015	BankCard Center	interest	104-431-300-200	10.35
Warrant Total:					2,386.14
58167	5/15/2015	C. A. Reding Company, Inc	copier lease-wtp	105-437-300-180	92.36
Warrant Total:					92.36
58168	5/15/2015	Calarco, Inc.	round up gal	105-437-300-210	671.88
58168	5/15/2015	Calarco, Inc.	mark it	120-435-300-210	96.75

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58169	5/15/2015	California Boiler Inc.	blower wheel, housing assy	120-435-300-140	768.63
				Warrant Total:	2,246.17
58215	5/15/2015	Natalia Camarena	per diem/mileage	104-421-300-270	404.80
				Warrant Total:	404.80
58170	5/15/2015	Caves & Associates	negotiations meeting	104-402-300-200	70.15
58170	5/15/2015	Caves & Associates	negotiations may 2015	104-402-300-200	511.88
				Warrant Total:	582.03
58171	5/15/2015	Central Valley Lawn Care	monthly lawn maint Pheasant ridge	111-602-300-202	350.00
				Warrant Total:	350.00
58172	5/15/2015	Steven Chee	evolution of racial islam	104-421-300-270	64.00
				Warrant Total:	64.00
58173	5/15/2015	Chevron & Texaco Card Svc	fuel	104-432-300-250	286.60
				Warrant Total:	286.60
58175	5/15/2015	City of Tulare	city managers assoc lunch meeting	104-402-300-271	12.00
				Warrant Total:	12.00
58174	5/15/2015	City of Corcoran	04/01-/30/2015 city svc 2410 Bell	301-430-300-316	90.90
				Warrant Total:	90.90
58176	5/15/2015	COBAN Technologies	in car video equip.	104-421-300-141	436.28
				Warrant Total:	436.28
58177	5/15/2015	Comcast	internet service WWTP	120-435-300-220	198.07
				Warrant Total:	198.07
58178	5/15/2015	Corcoran Hardware	equip maint and repair	105-437-300-140	146.53
58178	5/15/2015	Corcoran Hardware	dept supplies	145-410-300-210	4.28
58178	5/15/2015	Corcoran Hardware	dept supplies	104-411-300-210	83.37
58178	5/15/2015	Corcoran Hardware	dept supplies	104-412-300-210	24.99
58178	5/15/2015	Corcoran Hardware	dept supplies	104-432-300-210	17.35

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58178	5/15/2015	Corcoran Hardware	dept supplies	104-433-300-210	37.71
58178	5/15/2015	Corcoran Hardware	dept supplies	109-434-300-210	31.72
58178	5/15/2015	Corcoran Hardware	dept supplies	120-435-300-210	415.43
58178	5/15/2015	Corcoran Hardware	dept supplies	105-437-300-210	332.39
58178	5/15/2015	Corcoran Hardware	dept supplies	104-421-300-210	8.57
58178	5/15/2015	Corcoran Hardware	dept supplies	121-439-300-210	10.63
58178	5/15/2015	Corcoran Hardware	equip maint and repair	109-434-300-140	9.22
58178	5/15/2015	Corcoran Hardware	equip maint and repair	120-435-300-140	52.64
			Warrant Total:		1,174.83
58179	5/15/2015	Corcoran Heating & Air	summer service ac/depot	104-432-300-140	234.00
58179	5/15/2015	Corcoran Heating & Air	summer service ac/rao	104-432-300-140	1,014.00
58179	5/15/2015	Corcoran Heating & Air	summer service ac/vets	104-432-300-140	234.00
58179	5/15/2015	Corcoran Heating & Air	summer service ac/pd	104-432-300-140	900.00
58179	5/15/2015	Corcoran Heating & Air	summer service ac/wwwfp	104-432-300-140	78.00
58179	5/15/2015	Corcoran Heating & Air	summer service ac/vrtp	104-432-300-140	390.00
			Warrant Total:		2,850.00
58180	5/15/2015	Corcoran Publishing Company	transit ad-april 2 and april 16	145-410-300-156	566.00
58180	5/15/2015	Corcoran Publishing Company	annual clean up april 23 and april 30	112-436-300-200	1,032.00
			Warrant Total:		1,598.00
58181	5/15/2015	Corcoran Radiator & Muffler	restraint system fault unit199	104-421-300-260	37.50
			Warrant Total:		37.50
58182	5/15/2015	Corcoran Youth Travel Basketball Team	park clean up sprng fest	104-401-300-285	450.00
			Warrant Total:		450.00
58183	5/15/2015	Gary Cramer	evolution of radical islam	104-421-300-270	64.00
			Warrant Total:		64.00
58184	5/15/2015	CRWA	confined space training-J pacheco	105-437-300-270	125.00
58184	5/15/2015	CRWA	confined space training-C Espinoza	120-435-300-270	125.00
			Warrant Total:		250.00
58185	5/15/2015	DASH	jail supplies	104-421-300-148	279.08
			Warrant Total:		279.08

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58186	5/15/2015	De Lage Landen	copier lease city ball	104-432-300-180	484.24
Warrant Total:					484.24
58188	5/15/2015	Dept of Justice	live scan April 2015	104-421-300-148	728.00
58188	5/15/2015	Dept of Justice	live scan April 2015	104-421-300-148	49.00
Warrant Total:					777.00
58187	5/15/2015	Dept of Industrial Relations	pool slide inspection	104-411-300-160	657.50
Warrant Total:					657.50
58189	5/15/2015	Double Tree by Hilton Hotel Modesto	training lodging/G. Cramer	104-421-300-270	146.17
58189	5/15/2015	Double Tree by Hilton Hotel Modesto	training lodging/S. Chee	104-421-300-270	146.17
58189	5/15/2015	Double Tree by Hilton Hotel Modesto	training lodging/J. Harris	104-421-300-270	146.17
Warrant Total:					438.51
58190	5/15/2015	Employment Development Dept	underpayment for 1st qtr 2015	104-405-100-100	298.33
Warrant Total:					298.33
58191	5/15/2015	Ewing Irrigation Products, Inc	sprinkler repair	104-412-300-140	289.02
Warrant Total:					289.02
58192	5/15/2015	Fantley Law Firm	legal expenses	104-403-300-200	12,363.98
Warrant Total:					12,363.98
58193	5/15/2015	FedEx	postal service	104-432-300-152	176.79
Warrant Total:					176.79
58194	5/15/2015	Felder Communications	radio equipment	104-421-300-141	15.66
58194	5/15/2015	Felder Communications	kenwood remote mount kit	104-421-300-141	122.88
58194	5/15/2015	Felder Communications	radio maint and repairs	145-410-300-141	51.50
58194	5/15/2015	Felder Communications	radio maint and repairs	104-421-300-141	14.30
58194	5/15/2015	Felder Communications	radio maint and repairs	104-421-300-141	510.00
58194	5/15/2015	Felder Communications	radio maint and repairs	104-431-300-141	8.50
58194	5/15/2015	Felder Communications	radio maint and repairs	109-434-300-141	60.00
58194	5/15/2015	Felder Communications	radio maint and repairs	120-435-300-141	55.73
58194	5/15/2015	Felder Communications	radio maint and repairs	105-437-300-141	63.85
58194	5/15/2015	Felder Communications	radio maint and repairs	121-439-300-141	15.62

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58195	5/15/2015	Ferguson Enterprises, Inc	dpt supplies	105-437-300-210	918.04
58195	5/15/2015	Ferguson Enterprises, Inc	dpt supplies	105-437-300-210	969.52
58195	5/15/2015	Ferguson Enterprises, Inc	dpt supplies	105-437-300-210	221.01
58195	5/15/2015	Ferguson Enterprises, Inc	dpt supplies	105-437-300-210	577.64
					191.96
				Warrant Total:	1,960.13
58196	5/15/2015	Fresno Police Department Regional Training Center	evoc eamarena	104-421-300-270	142.20
				Warrant Total:	142.20
58197	5/15/2015	Guardian Life Insurance	general	104-000-202-011	3,632.85
58197	5/15/2015	Guardian Life Insurance	water	105-000-202-011	366.41
58197	5/15/2015	Guardian Life Insurance	street	109-000-202-011	119.91
58197	5/15/2015	Guardian Life Insurance	sewer	112-000-202-011	119.91
58197	5/15/2015	Guardian Life Insurance	sewer	120-000-202-011	321.45
58197	5/15/2015	Guardian Life Insurance	storm drain	121-000-202-011	35.72
58197	5/15/2015	Guardian Life Insurance	transit	145-000-202-011	681.62
58197	5/15/2015	Guardian Life Insurance	overage	304-000-202-026	-144.60
				Warrant Total:	5,133.27
58198	5/15/2015	John Harris	evolution of radial islam	104-421-300-270	64.00
				Warrant Total:	64.00
58199	5/15/2015	HD Supply Waterworks, LTD	10 lb pail hydral cement	105-437-300-210	91.12
				Warrant Total:	91.12
58200	5/15/2015	Home Depot Credit Services	dept supplies	104-412-300-210	30.04
58200	5/15/2015	Home Depot Credit Services	dept supplies-jumbo parks	104-412-300-210	4.30
58200	5/15/2015	Home Depot Credit Services	dept supplies-lamps	120-435-300-210	56.29
				Warrant Total:	90.63
58201	5/15/2015	HUB International	insurance payment cert of liability 4/11/15	104-000-362-085	107.40
				Warrant Total:	107.40
58202	5/15/2015	Hyatt Regency Newport Beach	Training lodging G. Padama	104-421-300-270	1,371.85
				Warrant Total:	1,371.85

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58203	5/15/2015	Jorgensen & Company	fire extinguisher maint.	120-435-300-200	27.00
				Warrant Total:	27.00
58209	5/15/2015	Kiwanis Club of Corcoran	vets hall rental deposit refund	104-000-362-085	200.00
				Warrant Total:	200.00
58204	5/15/2015	Kings County Area Public Transit	50- \$3.00 value pass	145-410-300-293	150.00
				Warrant Total:	150.00
58206	5/15/2015	Kings County Treasurer	LAFCO funding FY14/15	104-406-300-206	7,082.00
				Warrant Total:	7,082.00
58205	5/15/2015	Kings County Glass	windshield repair unit169	145-410-300-260	50.00
				Warrant Total:	50.00
58207	5/15/2015	Kings Rehabilitation Center	jant services	136-415-300-200	3,122.21
58207	5/15/2015	Kings Rehabilitation Center	jant services	104-432-300-200	3,870.79
58207	5/15/2015	Kings Rehabilitation Center	jant services	145-410-300-200	200.00
				Warrant Total:	7,193.00
58208	5/15/2015	Kings Waste & Recycling	April charges 2015	112-436-300-192	7,845.59
				Warrant Total:	7,845.59
58210	5/15/2015	Layne Christensen Company	PO 24209 Pump repair well 8b	105-437-300-140	8,895.00
				Warrant Total:	8,895.00
58211	5/15/2015	Lehr Auto	vehicic equip	104-421-300-260	140.69
58211	5/15/2015	Lehr Auto	kenwood unit face plates	104-421-300-141	242.57
				Warrant Total:	383.26
58212	5/15/2015	LexisNexis Risk Data Mngmt	jbackground svcs	104-421-300-200	50.00
				Warrant Total:	50.00
58213	5/15/2015	Miguel Meneses	6 1/2 and Orange lawn svcds	111-604-300-202	120.00
58213	5/15/2015	Miguel Meneses	sunrise villa estates lawn svcds	111-604-300-202	200.00
				Warrant Total:	320.00
58214	5/15/2015	Mutual of Omaha		104-000-202-011	1,498.99

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58214	5/15/2015	Mutual of Omaha		105-000-202-011	72.87
58214	5/15/2015	Mutual of Omaha		109-000-202-011	22.75
58214	5/15/2015	Mutual of Omaha		112-000-202-011	69.25
58214	5/15/2015	Mutual of Omaha		120-000-202-011	105.86
58214	5/15/2015	Mutual of Omaha		121-000-202-011	11.26
58214	5/15/2015	Mutual of Omaha		145-000-202-011	213.71
Warrant Total:					1,994.69
58216	5/15/2015	Nolan's Plumbing	replace shower valve and hose bid	104-411-300-200	308.49
58216	5/15/2015	Nolan's Plumbing	snake urinal	104-432-300-200	75.00
58216	5/15/2015	Nolan's Plumbing	toilet repair womens restroom	104-432-300-200	96.45
58216	5/15/2015	Nolan's Plumbing	toilet repair mens restroom	104-432-300-200	75.00
58216	5/15/2015	Nolan's Plumbing	new water fountain and install PW	104-432-300-200	850.00
Warrant Total:					1,404.94
58217	5/15/2015	Oliver Whitaker Co.	a/c control unit 103	104-431-300-260	215.00
Warrant Total:					215.00
58218	5/15/2015	Pacific Employers	labor law poster	104-405-300-170	12.00
58218	5/15/2015	Pacific Employers	labor law poster	104-421-300-170	3.00
58218	5/15/2015	Pacific Employers	labor law poster	105-437-300-170	3.00
58218	5/15/2015	Pacific Employers	labor law poster	109-434-300-170	3.00
58218	5/15/2015	Pacific Employers	labor law poster	120-435-300-170	3.00
58218	5/15/2015	Pacific Employers	labor law poster	145-410-300-170	3.00
58218	5/15/2015	Pacific Employers	labor law poster	104-431-300-170	3.00
Warrant Total:					30.00
58219	5/15/2015	Gabriel Padama	INIA Drug/Terrorist Interd Training	104-421-300-270	248.00
Warrant Total:					248.00
58220	5/15/2015	PG&E	acct#99497000756-9	111-601-300-240	9.86
58220	5/15/2015	PG&E	acct#99497000756-9	145-410-300-240	568.45
58220	5/15/2015	PG&E	acct#99497000756-9	104-411-300-240	2,698.85
58220	5/15/2015	PG&E	acct#99497000756-9	104-412-300-240	330.52
58220	5/15/2015	PG&E	acct#99497000756-9	104-432-300-240	3,891.28
58220	5/15/2015	PG&E	acct#99497000756-9	109-434-300-240	280.89
58220	5/15/2015	PG&E	acct#99497000756-9	120-435-300-240	18,691.56
58220	5/15/2015	PG&E	acct#99497000756-9	121-439-300-240	636.30

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58220	5/15/2015	PG&E	acct#99497000756-9	105-437-300-240	44,359.24
58220	5/15/2015	PG&E	acct#8670734283-7	301-430-300-316	79.11
58220	5/15/2015	PG&E	acct 846596427-9	111-602-300-202	10.51
58220	5/15/2015	PG&E	acct94117235641-5	111-602-300-202	10.51
Warrant Total:					71,567.08
58221	5/15/2015	Pizza Factory	inmate meals	104-421-300-148	67.60
Warrant Total:					67.60
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	620.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	620.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	620.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	496.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	620.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	620.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	620.00
58226	5/15/2015	Randstad	temp staff WWTP Jose Ponce	120-435-100-103	403.00
Warrant Total:					4,619.00
58222	5/15/2015	Proclean Supply	janitorial supplies	104-432-300-210	893.94
Warrant Total:					893.94
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	145-410-300-200	54.95
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	136-415-300-200	54.95
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	104-432-300-200	54.95
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	104-432-300-200	54.95
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	104-432-300-200	54.94
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	104-432-300-200	54.94
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	104-432-300-180	54.94
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	120-435-300-200	54.94
58223	5/15/2015	Prudential Overall Supply	entrance/rugs/shop townels/dust mop	105-437-300-200	54.94
Warrant Total:					494.50
58224	5/15/2015	Pumping Solutions, Inc	valve sea, valve ball, o ring	105-437-300-210	697.46
Warrant Total:					697.46
58225	5/15/2015	Quality Pool Service		104-411-300-200	850.00
58225	5/15/2015	Quality Pool Service	bulk chlorine	104-411-300-210	1,063.30

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	1,913.30
58227	5/15/2015	Res-Com	pest control-depot	145-410-300-200	33.00
58227	5/15/2015	Res-Com	pest control-pool	104-411-300-200	33.00
58227	5/15/2015	Res-Com	pest control-roa	136-415-300-200	33.00
58227	5/15/2015	Res-Com	pest control-city hall PD CC	104-432-300-200	99.00
58227	5/15/2015	Res-Com	pest control-new city hyall	104-432-300-200	33.00
58227	5/15/2015	Res-Com	pest control-pw	104-432-300-200	99.00
58227	5/15/2015	Res-Com	pest control-vet	104-432-300-200	33.00
58227	5/15/2015	Res-Com	pest control-wrtp	120-435-300-200	33.00
58227	5/15/2015	Res-Com	pest control-wtp	105-437-300-200	33.00
				Warrant Total:	429.00
58228	5/15/2015	Soledad Ruiz-Nunez	luggage check in \$25 each way, only receipt for one way	311-408-300-270	25.00
58228	5/15/2015	Soledad Ruiz-Nunez	transportation from hotel to airport	311-408-300-270	20.00
58228	5/15/2015	Soledad Ruiz-Nunez	sprinbrook conf hotel	311-408-300-270	684.44
				Warrant Total:	729.44
58230	5/15/2015	City Employee Sandra Pineda	airline ticket-springbrook conf.	104-405-300-270	33.50
58230	5/15/2015	City Employee Sandra Pineda	transport from hotel to airport	104-405-300-270	20.00
				Warrant Total:	53.50
58231	5/15/2015	Sawtelle & Rosprim Industrial	cylinder purchase	104-433-300-210	1,502.21
				Warrant Total:	1,502.21
58232	5/15/2015	Sawtelle Resprim Machine Shop	10 ga sheet 3"x28" and 3"x44" unit163	104-412-300-140	76.97
				Warrant Total:	76.97
58233	5/15/2015	Select Business Systems	freight for toner cartridge	104-432-300-140	12.45
				Warrant Total:	12.45
58234	5/15/2015	Shell Fleet Plus	fuel	145-410-300-250	1,814.70
58234	5/15/2015	Shell Fleet Plus	fuel	104-412-300-250	332.34
58234	5/15/2015	Shell Fleet Plus	fuel	104-421-300-250	2,242.25
58234	5/15/2015	Shell Fleet Plus	fuel	109-434-300-250	547.28
58234	5/15/2015	Shell Fleet Plus	fuel	112-438-300-250	338.62
58234	5/15/2015	Shell Fleet Plus	fuel	120-435-300-250	149.29
58234	5/15/2015	Shell Fleet Plus	fuel	105-437-300-250	1,075.97

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58235	5/15/2015	SIVAPCD	permit fees	104-432-300-142	6,500.45
				Warrant Total:	117.00
58229	5/15/2015	S & R Specialty Equipment	roller pump unit#134	112-438-300-140	605.01
58229	5/15/2015	S & R Specialty Equipment	floodjet tip unit 134	112-438-300-140	53.67
58229	5/15/2015	S & R Specialty Equipment	dept supplies	105-437-300-210	60.10
58229	5/15/2015	S & R Specialty Equipment	shipping water sample	120-435-300-200	10.25
				Warrant Total:	729.03
58236	5/15/2015	Sun Ridge Systems, Inc	software support	104-421-300-181	21,315.00
				Warrant Total:	21,315.00
58237	5/15/2015	Superior Electric Works Inc.	repair damage in PLC cabinet	105-437-300-140	12,683.68
58237	5/15/2015	Superior Electric Works Inc.	repair motor and wiring to reclaim pump	105-437-300-140	1,114.00
58237	5/15/2015	Superior Electric Works Inc.	rewind of sta. 3 booster pump	105-437-300-140	4,639.30
58237	5/15/2015	Superior Electric Works Inc.	install 300k geberatr-temp power-pg&E outage	105-437-300-140	3,702.54
				Warrant Total:	22,139.52
58238	5/15/2015	TF Tire & Service	flat repair unit#205	120-435-300-260	29.00
58238	5/15/2015	TF Tire & Service	tire replacement unit#7	120-435-300-140	111.06
58238	5/15/2015	TF Tire & Service	tire replacement unit#25	120-435-300-140	92.79
				Warrant Total:	232.85
58239	5/15/2015	The Gas Company	wwtp	120-435-300-242	461.17
58239	5/15/2015	The Gas Company	new city hall	104-432-300-242	44.72
58239	5/15/2015	The Gas Company	public works	104-432-300-242	30.89
				Warrant Total:	536.78
58240	5/15/2015	The Lawnmower Man	weed eater repair unit#129	104-412-300-140	153.89
				Warrant Total:	153.89
58241	5/15/2015	The Printer	time off and receipt book	104-421-300-155	806.63
58241	5/15/2015	The Printer	business cards	104-421-300-155	119.90
58241	5/15/2015	The Printer	paper and office supplies	104-401-300-210	64.18
				Warrant Total:	990.71

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58166	5/15/2015	Jay Wesley Brock	police service dog	104-421-300-217	6,500.00
58166	5/15/2015	Jay Wesley Brock	patrol course - McCallister	104-421-300-217	3,200.00
58166	5/15/2015	Jay Wesley Brock	narcotic detection course	104-421-300-217	2,800.00
58166	5/15/2015	Jay Wesley Brock	sales tax	104-421-300-217	536.25
Warrant Total:					13,036.25
58242	5/15/2015	Tulare Irrigation District	2015 assessment charges	105-437-300-160	368.06
Warrant Total:					368.06
58243	5/15/2015	Tule Trash Company	contract	112-436-300-200	110,634.86
58243	5/15/2015	Tule Trash Company	franchise fee	112-436-316-023	-7,744.44
58243	5/15/2015	Tule Trash Company	franchise fee/roll off/february	112-436-316-023	-1,994.34
58243	5/15/2015	Tule Trash Company	caus pulled for non payment	112-436-300-200	20.00
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	244.50
58245	5/15/2015	Tule Trash Company	pull fee	112-436-300-192	1,560.00
58244	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	62.10
58244	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	164.25
58244	5/15/2015	Tule Trash Company	pull fee	112-436-300-192	390.00
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	261.75
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	105.75
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	99.45
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	112.05
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	193.50
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	130.50
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	117.90
58245	5/15/2015	Tule Trash Company	dump fee	112-436-300-192	517.20
Warrant Total:					104,875.03
58246	5/15/2015	Univar USA Inc	sod hypo	105-437-300-219	1,997.41
58246	5/15/2015	Univar USA Inc	sod hypo	105-437-300-219	1,825.79
Warrant Total:					3,823.20
58247	5/15/2015	Urban Futures Inc	water bond disclosures	105-437-300-200	1,250.00
58247	5/15/2015	Urban Futures Inc	rdia bond disclosures	311-408-300-200	875.00
Warrant Total:					2,125.00
58248	5/15/2015	US Bank Equipment Finance	copier lease /PW office	109-434-300-180	197.87

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
58249	5/15/2015	Verizon California	telephone service WTP	105-437-300-220	197.87
58249	5/15/2015	Verizon California	telephone service vets hall	104-432-300-220	237.80
58249	5/15/2015	Verizon California	telephone service pw fax	104-432-300-220	58.53
58249	5/15/2015	Verizon California	telephone servie city hall	104-432-300-220	96.10
58249	5/15/2015	Verizon California	telephone servie -wvtp	120-435-300-220	1,114.44
			Warrant Total:		1,551.66
58250	5/15/2015	Verizon Wireless		104-421-300-221	41.62
			Warrant Total:		41.62
58251	5/15/2015	Vulcan Materials Company	cold mix	109-434-300-210	375.54
			Warrant Total:		375.54
58252	5/15/2015	Will Tiesiera Ford/Mercury	seat belt replace unit199	104-421-300-260	489.70
			Warrant Total:		489.70
58253	5/15/2015	Wright's Electric	replace switch at city hall	104-432-300-210	206.87
58253	5/15/2015	Wright's Electric	2 LU -150 lamps	104-432-300-210	48.37
			Warrant Total:		255.24

CORCORAN

WRITTEN CORRESPONDENCE

ITEM #: 6-A

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: May 14, 2015

MEETING DATE: May 18, 2015

SUBJECT: Requests for letters of support and/or council resolutions directed to the Governor regarding drought legislation.

Recommendation:

Provide direction to Staff on recent requests regarding letters of support and/or resolutions regarding drought legislation.

Discussion:

On May 11, 2015 the City received a letter from Fresno County Supervisor Henry Perea addressed to Mayor Robertson requesting that the City adopt a resolution outlining the impact of the drought in Corcoran and urging the Governor to take action. Of specific mention in the Fresno County resolution is the need for the Governor to consider the Delta water supply and the allocation of water for environmental purposes and its effect on urban and agricultural users.

In April the City received a similar request from the California Latino Water Coalition for the Mayor's signature on a letter regarding the allocation of water for environmental use. However, the original deadline for the signature preceded the scheduled Council meeting.

At this time, Staff requests direction on Supervisor Perea's request.

Budget Impact:

No impact to the budget.

Attachments:

Letter from Supervisor Henry Perea
Fresno County Board of Supervisors Resolution No. 15-165



County of Fresno

BOARD OF SUPERVISORS
SUPERVISOR HENRY PEREA - DISTRICT THREE

May 11, 2015

Mayor Jerry Robertson
City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

RE: Support of Central Valley Drought Resolution

Dear Mayor Robertson:

As a result of a statewide drought, the Fresno County Board of Supervisors has passed a strongly worded resolution proclaiming Fresno County to be in a local emergency.

The resolution –sent to Governor Jerry Brown – requests the immediate passing of legislation that would bring drought relief to the individuals, growers, businesses, public agencies and private agencies that have been harmed by this disaster.

To present a stronger call to action, I am requesting that you and your city council adopt a similar resolution stating the needs of your residents, and forward your requests to the Governor.

Enclosed you will find a copy of Fresno County's approved local emergency resolution that was sent to the governor's office.

It is crucial that we make this a top priority, as the public health and safety of Fresno County residents remain in jeopardy.

Sincerely,

Henry Perea, District 3
Fresno County Board of Supervisors

Enclosure

1 PROCLAMATION OF CONTINUATION OF A LOCAL EMERGENCY
2 BY THE BOARD OF SUPERVISORS
3 COUNTY OF FRESNO, STATE OF CALIFORNIA
4

5 IN THE MATTER OF THE)

6 2015 DROUGHT CONDITIONS)

RESOLUTION NO. 15-165

7
8 WHEREAS, a local emergency presently exists in the County of Fresno in accordance with
9 the proclamation thereof by the Board of Supervisors of the County of Fresno on the 24th day of
10 March, 2015 as a result of a crippling disaster, which severely impaired public health and public
11 safety, created by conditions of extreme peril to the safety of persons and property which have
12 arisen within said County caused by a statewide drought commencing in 2012; and

13 WHEREAS, on January 17, 2014, the Governor proclaimed a statewide emergency due to
14 unprecedented drought conditions in the State of California; and

15 WHEREAS, on January 28, 2014 the Fresno County Board of Supervisors adopted a
16 resolution in support of the Governor's proclamation; and

17 WHEREAS, on the 24th day of March, 2015, the Board of Supervisors of the County of
18 Fresno, proclaimed the existence of a local emergency and requested the Governor of California
19 make available any and all State assistance programs and seek additional Federal assistance
20 programs to provide relief to the individuals, growers, businesses, public agencies and private
21 agencies that were harmed by this disaster; as a result of local resources being inadequate to cope
22 with the effects of said emergency; and the combined forces of the other political subdivisions of
23 the State were required to assist the County to combat the effects of said emergency ; and

24 WHEREAS, on the 19th day of September, 2014, the Governor issued Executive Order
25 (EO) B-26-14 authorizing the Governor's Office of Emergency Services (Cal OES) to provide
26 California Disaster Assistance Act funding, as deemed appropriate, for local government
27 assistance to provide emergency water supplies to households without water for drinking and
28 sanitation purposes: and

1 WHEREAS, on the 27th day of March, 2015, the Governor signed emergency legislation -
2 AB 91 and AB 92 -- that fast-tracks more than \$1 billion in funding for drought relief and critical
3 water infrastructure projects; and

4 WHEREAS, this Board appreciates the Governor's efforts to deal with this statewide
5 emergency and crisis; and

6 WHEREAS, said emergency has continued and escalated in cumulated impact on this
7 County; and

8 WHEREAS, local and statewide resources continue to be inadequate to cope with the
9 effects of said emergency; and

10 WHEREAS, of California's total developed water supply of 82.5 million acre-feet, 47.8% is
11 being made available to environmental purposes, 41.5% is designated for agricultural uses and
12 10.8% is allocated to urban uses; and

13 WHEREAS, all beneficial uses and users within California have been curtailed -- in part or
14 in whole -- by the State Water Board or local and regional allocation and entitlement decisions in
15 response to the drought; and

16 WHEREAS, On average, agricultural water supplies between Redding and Bakersfield
17 have been reduced by 70%, with 31% of California's irrigated farmland, or 2,831,000 acres,
18 receiving zero water supply allocations; and 52.8% of the state's irrigated farmland receiving 20%
19 or less of normal surface water supplies; and

20 WHEREAS, water made available by the State of California for environmental purposes has
21 remained unregulated and, in many cases, has resulted in urban and agricultural users losing
22 potential water supplies to keep environmental uses "whole"; and

23 WHEREAS, 2015 is the second consecutive year in which Central Valley Project contractors
24 within Fresno County have endured zero water supply allocations, which agricultural contractors and
25 users are being most negatively affected; and

26
27
28

1 WHEREAS, that these circumstances compel Fresno County to request the Governor to take
2 even more stringent actions to be directed at reducing the state's water consumption by imposing
3 curtailments water supplies currently dedicated to the environment and fishery habitat that are
4 comparable to those now being mandated and burdening urban and agricultural contractors and
5 users; and

6 NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
7 RESOLVES AS FOLLOWS that the Governor be requested to direct the State Water Board to take
8 action making changes in Delta water operations necessary to provide additional water supplies for
9 urban and agricultural users; and

10 That the Governor be requested to meet and confer with the U.S. Department of the Interior
11 and U.S. Department of Commerce to exercise the greatest possible flexibility in biological opinions
12 regulating operations affecting endangered species under the federal Endangered Species Act; and

13 That the Governor be requested to be supportive of Congressional legislative efforts being
14 undertaken by Senator Feinstein to enact federal drought legislation that would benefit water supply
15 availability in Fresno County and the San Joaquin Valley; and

16 That the Governor be requested to notify this Board of Supervisors of any and all actions,
17 orders, negotiations and discussions undertaken on behalf of advancing the points enumerated
18 above; and

19 That the Governor be requested to continue to make available any and all State assistance
20 programs and seek additional Federal assistance programs to provide relief to the individuals,
21 growers, businesses, public agencies, and private agencies that were harmed by this disaster; and

22 That a copy of this resolution be forwarded to the Governor of California, the State Water
23 Resources Control Board and the Director of the State Office of Emergency Services.

24 NOW THEREFORE, IT IS HEREBY PROCLAIMED by the Board of Supervisors of the
25 County of Fresno, State of California, that said local emergency continues to exist in the County of
26 Fresno and that this county remains at "Ground Zero" for the state's most serious economic and
27 social water supply reduction impacts.

1 THE FOREGOING was passed and adopted by the following vote of the Board of
2 Supervisors of the County of Fresno this 5th day of May, 2015, to-wit:

3
4 AYES: Supervisors Pacheco, Perea, Borgeas, Mendes, Poochigian

5 NOES: None

6 ABSENT: None

7
8 
9 Deborah A. Poochigian, CHAIRMAN
Board of Supervisors

10
11
12 ATTEST:
13 BERNICE E. SEIDEL
Clerk, Board of Supervisors

14 By Susan Bishop
15 Deputy

16

17

18

19

20

21

22

23

24

25

26

27

28

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMORANDUM

TO: City Council

FROM: Steve Kroeker, City of Corcoran Public Works Director

DATE: May 13, 2015 **MEETING DATE:** May 18, 2015

SUBJECT: Authorization of execution of Cooperative Agreement HSR 14-88 with the High-Speed Rail Authority for the relocation of the City's utilities for initial construction.

Recommendation:

That the Corcoran City Council authorizes both the Mayor and the City Attorney to sign and execute the Cooperative Agreement HSR 14-88 with the High-Speed Rail Authority for the relocation of the City utilities for initial construction.

Discussion:

Both the City Staff, Quad Knopf Inc. along with the HSR Authority Staff and consultants have been working on and finally come to an agreement on a cooperative agreement concerning the relocation of certain City infrastructure elements and the construction of other improvements as a part of the HSR Authority's project as they pertain to the City of Corcoran specifically.

These improvements are specific to those improvements owned by the City of Corcoran and those required improvements located within the City limits of the City of Corcoran only.

These improvements include water transmission lines to the City's water treatment plant, transmission lines to the City water system, a sewer lift station at the City's Water Treatment plant, sewer transmission lines to the City sewer collection system, a storm water retention pond at the City Water Treatment Plant, road improvements on the City portion of Orange Ave. adjacent to the water treatment plant, a new road to be constructed on the 40 acres adjacent to the water treatment plant along with road improvements and new road construction to be built within the areas North of Highway 43 that are located within the City limits.

This agreement is between the City of Corcoran and the High Speed Rail Authority concerning the standards, methods and the way the High Speed Rail Authority will direct the contractor to complete this portion of the project in regards to these required improvements, relocations and

work to be completed. There are still a number of other agreements to be worked out between both the City of Corcoran and the High-Speed Rail Authority in regards to this project these will include Ownership and Maintenance Agreements, Construction Maintenance Agreements and of course the Right of Way Agreements that will be a part of this project in relation to the City of Corcoran.

There are no road separation elements within the City of Corcoran as a result of this project so there will be no issues related to that type of project discussed in this agreement.

There are at least two Right of Way purchase agreements regarding City owned property still being discussed as a part of this project, this agreement is a separate element of this project however so there are no discussions or provisions in this particular agreement pertaining to the High Speed Rail Authority obtaining Right of Way or Valuation of Right of Way.

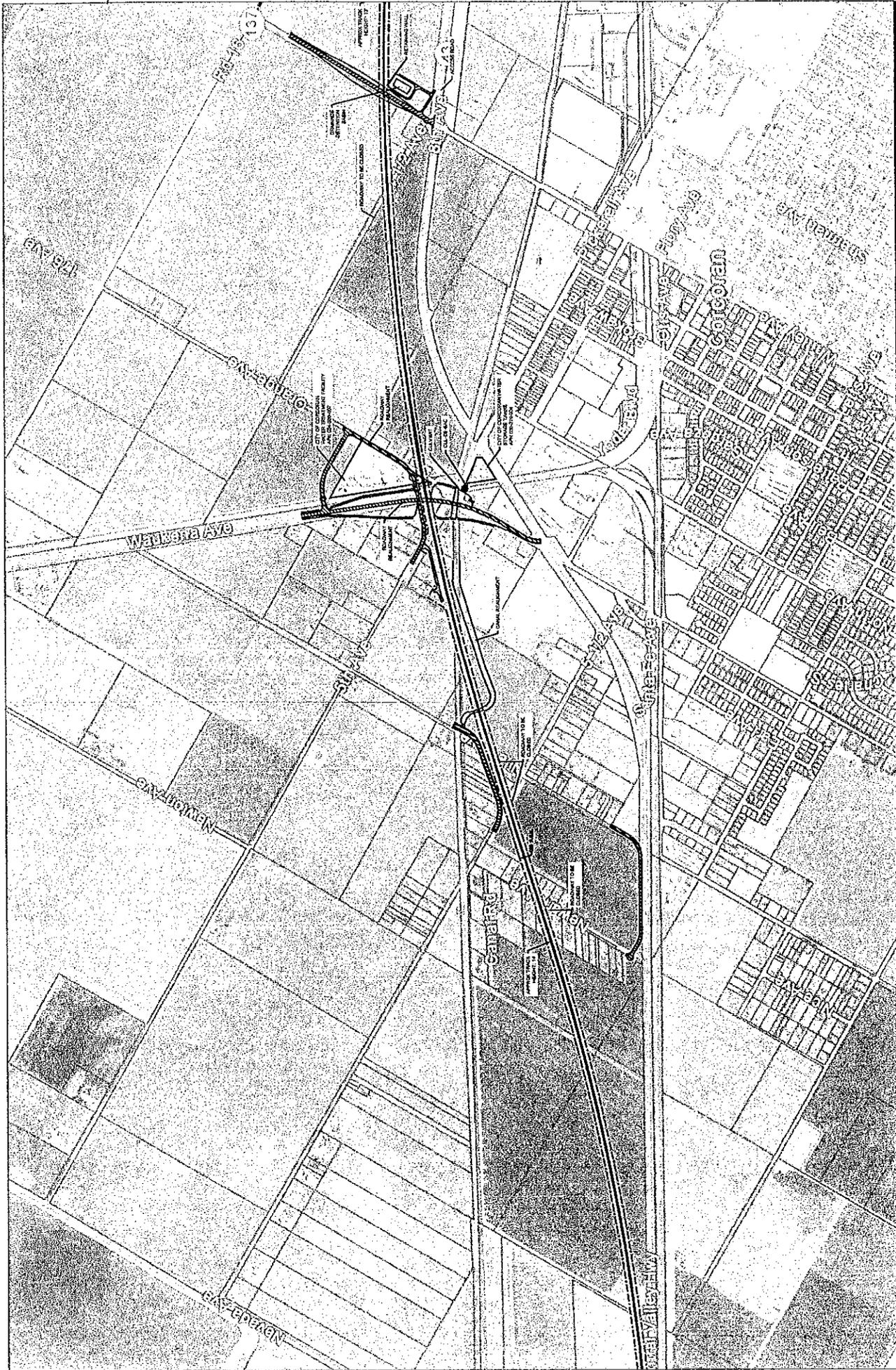
Mr. Jorge Granados with the High Speed Rail Authority and Mr. Paul Lopez who is a Senior Project Manager with ARCADIS who is the Project and Construction Manager (PCM) for Construction Package 2-3 (CP2-3) are both planning on being attendance at this Council meeting in case there are any questions concerning this agreement between the City of Corcoran and the HSR Authority.

As background and information, Construction Package 2-3 (CP 2-3) represents the continuation of construction on the California high-speed rail system south towards Kern County from Fresno County. CP 2-3 will extend in excess of 60 miles from the terminus of Construction Package 1 at East American Avenue in Fresno to approximately one mile north of the Tulare-Kern County line. CP 2-3 will include approximately 36 grade separations in the counties of Fresno, Tulare and Kings, including viaducts, underpasses and overpasses.

It has been announced that the California High-Speed Authority has identified Dragados / Flatiron / Shimmick as the apparent best value team for the design-build contract for Construction Package 2-3 (CP 2-3). The Authority had estimated the cost for CP 2-3 to be between \$1.5 billion to \$2 billion, Dragados / Flatiron / Shimmick's bid for CP 2-3 was for \$1.2 billion.

Budget Impact:

The HSR Authority has accepted a budget submitted by the City of Corcoran for reimbursement for work being performed as a result of this agreement and the City has been told that it will be reimbursed for time spent on this agreement.



LEGEND

- HSR RIGHT OF WAY
- HSR TRACKS
- SOUND BARRIER
- RED: ROADWORK
- RED: STREET OR RAILROAD CROSSING



NORTH
SCALE: 1" = 1700'

PROPOSED HIGH SPEED RAIL BYPASS ALTERNATIVE

NOTE: MAP IS APPROXIMATE BASED ON INTERSECTION OF AVAILABLE INFORMATION REGARDING ALIGNMENT AND LOCATION OF THE RAILROAD, ROADWAY, AND COMMUNICATION TOWERS



CALIFORNIA
High-Speed Rail Authority

Northern California Regional Office

BOARD MEMBERS

May 8, 2015

Dan Richard
CHAIR

Thomas Richards
VICE CHAIR

Jim Hartnett
VICE CHAIR

Richard Frank

Patrick W. Henning, Sr.

Katherine Perez-Estolano

Michael Rossi
Lynn Schenk

Thea Selby

Jeff Morales
CHIEF EXECUTIVE OFFICER

City of Corcoran
Steve Krockner, Director
Public Works
832 Whitley Ave.
Corcoran, CA 93212

Dear Mr. Krockner:

Enclosed is Cooperative Agreement HSR14-88 with the California High-Speed Rail Authority for the relocation of the City's utilities for initial construction. The original and all copies of the Agreement must be individually signed and dated in blue ink where indicated.

Please complete the following item(s) and return to Domonique Wilson, California High-Speed Rail Authority, 770 L Street, Suite 620, MS 3, Sacramento, CA 95814.

Cooperative Agreement with attached exhibits. Sign page 14 of the Cooperative Agreement package and the additional single signature pages enclosed (3 copies), and return for further processing.

Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.

All copies of the signed Agreement must be returned to this office no later than Friday, May 29, 2015.

The Cooperative Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. Services should not be extended prior to approval.

EDMUND G. BROWN JR.
GOVERNOR

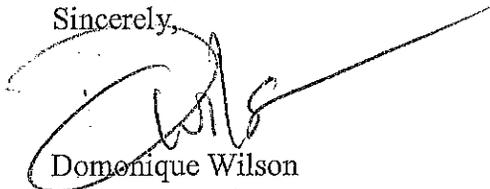


City of Corcoran
Steve Krockner, Director
Public Works
May 8, 2015
Page 2

A copy of the fully approved Cooperative Agreement will be returned to you. If you do not receive your copy of the approved Agreement or if you have any questions, please call this office or the Contract Manager, Jorge Granados at (559) 385-7438.

Thank you for your expeditious handling of this agreement. Please return all documents to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wilson', with a long horizontal line extending to the right.

Domonique Wilson
Contracts Analyst
California High-Speed Rail Authority
(916) 669-6603

Enclosures: 1 Cooperative Agreement and 2 additional Signature Pages
1 CCC 307 Contractor Certification Clauses

COOPERATIVE AGREEMENT
BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
AND
CITY OF CORCORAN

PARTIES:

THIS AGREEMENT, entered into as of the date last written below (the "Agreement") by and between the California High-Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 620 MS 3, Sacramento, California 95814, hereinafter referred to as the "Authority", and City of Corcoran, a California Municipal Corporation, whose principal mailing address is 832 Whitley Ave., Corcoran, CA 93212 hereinafter referred to as the "Local Agency".

RECITALS:

WHEREAS, Local Agency owns, operates, and maintains, in the State of California, Utilities and Facilities, as defined herein. Utilities or facilities not owned by Local Agency may be located within the right-of-way of Local Agency by virtue of statewide franchises, specific franchise agreements, encroachment permits issued by Local Agency, common use agreements, or under the auspices of other legal instrument. Such utilities may be operated under regulations of the California Public Utilities Code ("CPUC"); and

WHEREAS, Authority is currently engaging in a program that has various projects under current provisions of Section 2704.04 of the Streets & Highways Code and Sections 185030 and 185511 of the Public Utilities Code throughout the State of California identified as the California High-Speed Rail Projects (the "HSR Project"), as defined herein, and from time to time the HSR Project involves Relocation, as defined herein, of Utilities and the constructing, reconstructing, or otherwise changing an existing improvement or installing a new improvement where Facilities of Local Agency are located; and

WHEREAS, HSR Project may require the protection, relocation, installation, or removal of the Utility and/or Facility, or some combination thereof, including any submittal review, inspection, environmental mitigation, certification or other oversight activity; and

WHEREAS, Authority and Local Agency desire to enter into an agreement which establishes the contractual terms and conditions applicable to the Utility Work and Facility Work, as defined herein;

NOW AND THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Local Agency agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1. Authority's Contractor.** "Authority's Contractor" means a company, joint venture, partnership, limited liability company, or person that enters into a contract with the Authority for the performance of Utility Work, Facility Work, or any other work.

1.2. Betterment. "Betterment" shall mean any upgrading of a replacement Utility and/or Facility that is made solely for the benefit of and at the election of the Local Agency, including an increase in the capacity, capability, level of service, efficiency, duration or function of the replacement Utility and/or Facility over that which was provided by the existing Utility and/or Facility; provided, however, that the following are not considered Betterments in such cases:

Any upgrading necessary for safe and effective construction of the HSR Project; replacement devices or materials that meet equivalent standards although they are not identical; replacement devices or materials no longer regularly manufactured with the next highest grade or size; any upgrading required by applicable laws; replacement devices or materials which are used for reasons of economy (e.g. non-stocked items may be uneconomical to purchase); or any upgrading required by the applicable standard specifications, standards of practice and construction methods applied to comparable utilities and/or facilities constructed by or for the Local Agency at its own expenses, which are in effect as of the date of execution of the applicable Utility Agreement or Construction and Maintenance Agreement.

1.3. Construction and Maintenance Agreement. "Construction and Maintenance Agreement" means any agreement executed by Authority and Local Agency detailing Facility Work specific to a particular Facility's Relocation.

1.4. Days. "Days" means calendar days, unless otherwise stated.

1.5. Facility. "Facility" or "Facilities" means any road, street, bridge, or grade separation owned and operated by Local Agency. The term "Facility" or "Facilities" includes traffic signals, street lights, and railroad crossing equipment associated with roads, streets, bridges and/or grade separations, as well as any electrical conduits and feeds providing service to such facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, crossing equipment, communication facilities owned or used by Local Agency, Local Agency irrigation controller equipment, or Local Agency transit shelters shall be deemed to provide service to such facilities. Electrical transmission facilities not serving said Facilities are not covered under the terms of this section.

1.6. Facility Work. "Facility Work" means all those activities related to the Relocation of a Local Agency's Facilities.

1.7. Hazardous Material. "Hazardous Material(s)" means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law and/or any substance, material, waste or other material of any nature whatsoever which may give rise to liability under state or federal law.

1.8. High-Speed Rail Property. "High-Speed Rail Property" means any real property or an interest therein, including any right-of-way, previously or hereafter acquired by the Authority.

1.9. HSR Project. "HSR Project" refers to the projects under current provisions of Section 2704 et seq. of the Streets & Highways Code and Sections 185030 et seq. and 185511 of the Public Utilities Code.

Any portion of the HSR Project for which design and construction work, including Utility Work and/or Facility Work, is performed, managed, contracted or directed (by notice to owner or otherwise) by another State agency, local government or local agency, directly or indirectly, is specifically excluded from the definition of HSR Project.

- 1.10. HSR Right-of-Way. “HSR Right-of-Way” means any access controlled right-of-way for the HSR Project.
- 1.11. Notice to Owner. “Notice to Owner” means written notice from the Authority to Local Agency for the Relocation of Utilities and/or Facilities, demanding Local Agency to remove, protect, alter, replace, reconstruct, support, or any other rearrangement or modification, the specifically identified Utilities and/or Facilities to accommodate a particular segment of the proposed HSR Project.
- 1.12. Ownership and Maintenance Agreement. “Ownership and Maintenance Agreement” means an agreement between the Authority and the Local Agency that specifies the respective Facilities, the operating and maintenance responsibilities assigned to each of the Parties, and the terms and conditions under which such work will be performed.
- 1.13. Partners. “Partners” means cities, counties, the Authority, the Authority’s Contractor, and any other third party entities affected by the HSR Project, including regulatory agencies, local agencies, and public and private utility/facility owners.
- 1.14. Party. “Party” refers to the Authority or the Local Agency, as the context may require and “Parties” means the Authority and the Local Agency, collectively.
- 1.15. Railroad Right-of-Way. “Railroad Right-of-Way” means the right-of-way of any rail line registered with the California Public Utilities Commission, except for High-Speed Rail right-of-way.
- 1.16. Relocation. “Relocation” means alteration, removal, relocation, replacement, reconstruction, support, abandonment, protection or any other rearrangement of Utilities and/or Facilities that are necessary in order to accommodate or permit construction of the HSR Project.
- 1.17. Right-of-Way of Local Agency. “Right-of-Way of Local Agency” means a property right held by the Local Agency in the form of either a recorded or fully executed deed in the usual form or other recorded, fully executed valid instrument that conveys a permanent property right to the Local Agency for the Utility and/or Facility to be located in a defined area of real property, including but not limited to a defined area within High-Speed Rail Property that is subject to a recorded Joint Use Agreement (JUA) or Consent To Common Use Agreement (CCUA).
- 1.18. Service Line. “Service Line” means (a) any Utility line, the function of which is to directly connect the improvements on an individual property (e.g., a single family residence or an industrial warehouse) to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system, and (b) any cable or conduit that supplies an active feed from Utilities to activate or energize governmental lighting and electrical systems, traffic control systems, communication systems or irrigation systems. The term Service Line also includes any Utility on public or private property that services structures located on such property.
- 1.19. Utility Agreement. “Utility Agreement” means an agreement between the Authority and the Local Agency, authorizing and providing for the performance of specific work, services and/or the purchase of materials and equipment.
- 1.20. Utility. “Utility” or “Utilities” means a line, utility or system for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, sewage, waste,

storm water or any other similar commodity that directly or indirectly serves the public, including any irrigation system and any fire or police signal system owned and operated by Local Agency. The necessary appurtenances to each Utility (including fire hydrants as appurtenances to water lines and drainage basins for storm water lines) shall be considered part of such Utility.

1.21. Utility Work. "Utility Work" means all services, labor, materials, and other efforts to be provided and performed including the following general categories: scheduling, utility relocation, demolition, permitting, survey, geotechnical, design, environmental mitigation, construction, quality control, and quality assurance for design and construction, community relations, quality inspection and testing, construction safety and security program, systems testing, preparation of CADD As-Builts, coordination with jurisdictional authorities (governments, public and private entities), utility companies, railroad companies, and local communities, and other efforts necessary or appropriate to complete the design and construction required for relocation of Utilities or construction of new Utilities in conjunction with the HSR Project.

2. SCOPE OF WORK

2.1. Facility Work to be Completed

The work actually performed under this Agreement shall be all work necessary to accomplish Relocation of existing Facilities as necessitated by Authority's HSR Project.

A. Facility Work

Facility Work will be performed pursuant to Appendix A of this Agreement, unless otherwise agreed to by the Parties in writing. If a grade separation is required the Facility Work will be detailed in subsequently executed Construction and Maintenance Agreement(s).

B. Ownership and Maintenance Agreement

The Parties will use best efforts to execute the relevant Ownership and Maintenance Agreements within eighteen (18) months of the execution of this Agreement.

C. Construction and Maintenance Agreement

Each Construction and Maintenance Agreement will set forth, among other things, scope of work, schedule, cost, cost apportionment, billing, payment, documentation, documentation retention, accounting and coordination as it relates to Facility Work.

D. Betterment

Any work considered Betterment shall be agreed upon in advance by the Parties and detailed in a Construction and Maintenance Agreement along with costs and allocation of responsibility for such costs to the Local Agency.

2.2. Utility Work to be Completed

The work actually performed under this Agreement shall be all work necessary to accomplish Relocation of existing Utilities as necessitated by Authority's HSR Project.

A. Utility Work

Utility Work specific to a particular Utility's Relocation shall be detailed in subsequently executed Utility Agreement(s).

B. Utility Agreement

For each Relocation, Authority and Local Agency shall enter into a project specific Utility Agreement setting forth, among other things, scope of work, schedule, cost, cost apportionment, billing, payment, documentation, documentation retention, accounting and coordination as it relates to Utility Work. Format of the Utility Agreement and its content shall be mutually agreed upon by the Parties.

C. Betterment

Any work considered Betterment shall be agreed upon in advance by the Parties and detailed in a Utility Agreement along with costs and allocation of responsibility for such costs to the Local Agency.

2.3. Authority's Performance of Facility Work

The Authority will be responsible for all Facility Work unless otherwise specified in writing or in a Construction and Maintenance Agreement.

The Local Agency shall have access to all phases of Facility Work for the purpose of inspection to ensure that the work is completed.

The Authority shall submit a written notice of substantial completion of Facility Work to the Local Agency.

2.4. Authority's Performance of Utility Work

The Authority will be responsible for all Utility Work unless specified in a Utility Agreement for that work.

The Local Agency shall have access to all phases of Utility Work for the purpose of inspection to ensure that the work is completed in accordance with the Utility Agreement(s).

The Authority shall submit a written notice of substantial completion of Utility Work to the Local Agency.

2.5. Local Agency Performs Work

If Local Agency agrees to perform any Facility Work or Utility Work, the Local Agency agrees to provide and furnish all necessary labor, materials, and other efforts necessary or required, and to execute Facility Work or Utility Work diligently to completion and to: (i) perform work with its own forces, or (ii) cause the work to be performed by a contractor, employed by Local Agency pursuant to a written contract, or (iii) cause the work to be performed through a contract with a qualified bidder, selected pursuant to a valid competitive bidding procedure to perform work of this type. Notwithstanding anything to the contrary, the Local Agency will not be required to perform any construction activities unless the Local Agency agrees in writing, through a Construction and Maintenance Agreement, or Utility Agreement, as required.

Upon the issuance of a Notice to Owner, or as otherwise agreed upon in the specific Construction and Maintenance Agreement, Utility Agreement, and/or any other separate written agreement, the Local Agency shall diligently undertake, or cause to be undertaken, the work in accordance with the agreed upon schedule.

3. Temporary Utilities

To the extent that temporary Utilities are necessary to facilitate the operation services and obligations of the Local Agency:

- A. All costs associated with these temporary Utilities will be pursuant to Section 3 of this Agreement.
- B. The Authority will not replace, close, or shut down an existing Utility until a temporary Utility is in operation. Operation shall include compliance with all applicable Federal and State of California quality standards and testing requirements, where applicable.
- C. Local Agency will utilize other Utility within its operation or control to the extent that it is able to mitigate any need for temporary Utility.

4. Partnering

In signing this Agreement, the Local Agency agrees to collaborate with the Authority, the Authority's Contractor (if applicable), and any other affected third-party entities, including regulatory agencies, local agencies, and other utility/facility owners, hereinafter referred to as "Partners", to identify collaborative methods for resolving issues that may arise as part of the Utility Work and/or Facility Work.

Partners will attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the HSR Project. During the initial workshop, Partners will develop procedures and agreements (including Utility Agreement(s) and/or Construction and Maintenance Agreements) as specified in Appendix B, "PARTNERING," incorporated herein, facilitating the collaborative relationship and aid in identifying and resolving issues as they arise.

Reimbursement to the Local Agency for the cost of participation in the initial workshop and subsequent partnering meetings shall be made by either the Authority or the Authority's Contractor, to be determined by Authority.

Subject to the requirements of the California Public Records Act and to the extent permitted by law, neither the language of this clause, including the language in Appendix B, nor any statements made or materials prepared during or relating to partnering meetings, including any statements made or documents prepared by the facilitator, shall be admissible or discoverable in any judicial or other dispute resolution proceeding.

5. LIABILITY AND PAYMENT FOR WORK

5.1. Liability

- A. Unless otherwise agreed to, liability for the cost of Utility Work and/or Facility Work shall be determined as follows:
 - i. When the Authority requires Local Agency to remove any Utility and/or Facility lawfully maintained in any High-Speed Rail Property to a location entirely outside High-Speed Rail Property, the Authority shall pay the reasonable and necessary cost of the removal. This

includes both the cost of removal and the cost of Relocation to a new location outside of the High-Speed Rail Property.

- ii. When the Authority requires Local Agency to remove any Utility and/or Facility lawfully maintained outside High-Speed Rail Property to another location entirely outside High-Speed Rail Property, the Authority shall pay the reasonable and necessary cost of removal. This includes the cost of removal and the cost of Relocation to a new location outside of the High-Speed Rail Property.
- iii. The Local Agency shall pay the reasonable and necessary cost of removal when the Relocation of a Utility and/or Facility from one point in High-Speed Rail Property to another point in that property, including Relocation in any service road of the High-Speed Rail Property or from one point of crossing of the High-Speed Rail Property to another reasonable point of crossing. This includes the cost of removal and the cost of Relocation to another point in High-Speed Rail Property.
- iv. When the Authority requires a publicly owned Utility and/or Facility to relocate within High-Speed Rail Property any Utility and/or Facility lawfully maintained in that property that was not used for high-speed rail purposes at the time the Utility and/or Facility was originally installed, the Authority shall pay the cost of Relocation.
- v. A permit containing a contractual obligation that was accepted by the Local Agency for maintenance or minor improvement of the Utility and/or Facility after the property became High-Speed Rail Property shall not constitute a contractual obligation to relocate a Utility and/or Facility at its own expense within the meaning of this section.
- vi. For Facility Work and/or Utility Work, publicly owned sewers and fire hydrants and any street lighting structure, whether publicly or privately owned, in any High-Speed Rail Property shall be relocated, where necessary, at the expense of the Authority.

B. Nevertheless, Local Agency will be liable for Utility Work and/or Facility Work where:

- i. ~~Utility Work and/or Facility Work is a Betterment;~~ or
- ii. The Local Agency is unable to produce documentation of Right-of-Way of Local Agency's where it's Utility and/or Facility is located.

5.2. Cost of Facility Work

If the Authority has cost liability, then reimbursable costs shall be the costs of actual and necessary Facility Work including reasonable and actual indirect and overhead charges attributable to that work, and any necessary new private Facility right-of-way required to perpetuate existing rights involved in the Relocation, except:

The Authority shall be entitled to credits as follows:

- A. The amount of any Betterment.

5.3. Cost of Utility Work

If the Authority has cost liability, then reimbursable costs shall be the costs of actual and necessary Utility Work including reasonable and actual indirect and overhead charges attributable to that work, and any necessary new

private Utility right-of-way required to perpetuate existing rights involved in the Relocation, except the Authority shall be entitled to credits as follows:

- A. The amount of any Betterment.
- B. The salvage value of any materials or parts salvaged and retained by Local Agency.

5.4. Claims by the Authority's Contractor

In the event the Authority's Contractor makes any claim against the Authority relating to Utility Work and/or Facility Work, the Authority will notify the Local Agency of the claim and the Local Agency will cooperate with the Authority in assessing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the Local Agency and the Authority's Contractor shall be in writing, shall be subject to written concurrence by the Authority, and shall specify the extent to which it resolves the claim against the Authority.

Since Utility Work and/or Facility Work may be reimbursable to the Local Agency under this Agreement, the Authority may withhold reimbursement to the Local Agency until final resolution (including any actual payment required) of all claims relating to Utility Work and/or Facility Work. The right to withhold shall be limited to actual claim payments made by the Authority to the Authority's Contractor.

5.5. Hazardous Materials

Upon discovery of Hazardous Material in connection with the Relocation of Utilities and/or Facilities, both Local Agency and Authority shall immediately confer to explore all reasonable alternatives and agree on a course of action.

Authority will pay, in its entirety, those costs for additional necessary effort undertaken by Local Agency to comply with existing statutes or regulations concerning the disposition of Hazardous Material found as a consequence of that Relocation of Utilities and/or Facilities, unless such conditions are attributable to Local Agency's existing installation or operation.

Each Party to this Agreement retains the right to pursue recovery of its share of any such Hazardous Material related costs from the other Party or third parties in accordance with law.

6. DISPUTES

The Authority and the Local Agency agree that, as a general principle, the Parties shall identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes through a process involving partnering, collaboration and cooperation, which shall attempt to identify and resolve potential disputes without resort to formal legal process. Such process shall include establishing for each phase of the HSR Project impacting Utilities and/or Facilities a hierarchy of individuals within each Party's organization to whom issues may be addressed as they arise in order to resolve such issues before they are elevated to the next level in the hierarchy, and periodic meetings at the request of either Party to review the ongoing status of the HSR Project and the Utility Work and/or Facility Work.

In the event the Local Agency disagrees with a determination or direction made by the Authority in connection with the Utility Work and/or Facility Work, the Local Agency shall provide prompt written notice of its objection to Authority, including the reasons for such objection. Thereafter, the Parties shall attempt to resolve the potential dispute through the partnering process, which may include escalation through the hierarchy established for the partnering process, at either Party's request. If the dispute persists after the conclusion of such partnering, then the Local Agency may request a written statement from the Authority concerning its decision. The request must be made within 14 days after the conclusion of such partnering. The request shall clearly state, and in detail, the basis for the objection, a statement of the facts asserted, and the nature and amount of the costs involved. The Authority shall provide written notice of such decision, including a copy to the Local Agency. Authority's failure to provide a written decision shall be deemed denial of Local Agency's objection. The Authority's decision shall be final and conclusive unless, the Local Agency appeals such decision by written notice to the Authority, on or before 28 days from the date of such decision, or if no written decision is received from the Authority, 42 days from the Local Agency's written objection.

If the Local Agency appeals the Authority's decision, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. The Authority shall either issue a modified decision within two weeks from the date of the hearing, or if no hearing is requested then from the date of Local Agency's notice of appeal, such prior decision shall be deemed affirmed. If the dispute remains after such decision, then either Party may refer the dispute to binding arbitration, if within 42 days after such decision is issued or deemed affirmed.

If either Party within the timeframe selected above, elects to refer a dispute to binding arbitration, then within 30 days after such election to arbitrate, the Parties will seek to appoint a panel of three arbitrators with not less than 10 years of experience each in complex construction disputes involving public works transportation projects. If the Parties cannot agree on a panel of three arbitrators, then each Party shall appoint one arbitrator, with the two so selected choosing the third arbitrator; in each instance, such arbitrator shall meet the relevant qualifications. The arbitration proceeding shall be conducted in accordance with the procedures specified in California Public Contract Code Section 10240 et seq. and the implementing regulations thereto. The decision of the arbitrators shall be binding on the Parties and any judgment on the award there rendered may be entered in the Superior Court for Sacramento County. Each Party to pay its own arbitration costs.

If it is determined, on appeal, that the Authority's interpretation of this Agreement, direction to the Local Agency, or any other action required by the Authority's decision was an erroneous determination of the rights and obligations of the Parties under this Agreement, the Local Agency's claim and any award by resolver of the dispute shall be limited to the incremental costs incurred by the Local Agency with respect to the disputed matter as a direct result of such erroneous determination (crediting the Authority for any corresponding reduction in the Local Agency's other costs) and shall in no event exceed the amounts allowed herein with respect thereto.

At all times during the course of the dispute resolution process, the Local Agency shall continue with or permit the continuance of the Utility Work and/or Facility Work as directed, in a diligent manner, and without delay; shall conform to any of the Authority's responses, decisions, or orders; and shall be governed by all applicable provisions of this Agreement. Records of the Utility Work and/or Facility Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective of the ultimate outcome of any dispute.

7. GENERAL CONDITIONS

7.1. Default

In the event that the Authority breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement or by law, the Local Agency may pursue a claim for damages.

In the event that the Local Agency breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement or by law, the Authority may exercise one or more of the following options:

- A. Pursue a claim for damages suffered by the Authority.
- B. Perform any work with its own forces or through Authority's Contractor and seek repayment for the cost thereof.

7.2. Indemnification

A Party ("Indemnifying Party") shall hold harmless, and indemnify the other Party ("Indemnified Party") and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses that arise out of or as a result of any negligent act or omission or willful misconduct of the Indemnifying Party or its officers, agents, employees, engineers, contractors or subcontractors in carrying out Indemnifying Party's obligations under this Agreement or under any other agreement executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Indemnified Party or their respective agents and servants who are directly responsible to such Indemnified Party.

7.3. Termination

Either Party, upon six month's written notice, may terminate this Agreement, except that, notwithstanding that termination, the provisions of this Agreement shall remain in full force and effect with respect to any Relocation of Utilities and/or Facilities required under a Utility Agreement/Construction and Maintenance Agreement/Notice to Owner issued prior to the Agreement termination.

7.4. Affected Utility/Facility Right of Way

Whenever affected Utilities and/or Facilities will remain within the existing Right-of-Way of Local Agency and these Utilities and/or Facilities will fall within the High-Speed Rail right-of-way, Authority and Local Agency shall execute a Consent to Common Use Agreement which agreement shall also confirm any prior rights held by Local Agency in said Right-of-Way of Local Agency.

Whenever affected Utilities and/or Facilities will be relocated from the existing Right-of-Way of Local Agency to a new location that falls outside such existing Right-of-Way of Local Agency and not in Railroad Right-of-Way or in public right-of-way, the Authority shall convey a new right-of-way for such relocated Utilities and/or Facilities as will correspond to the existing Right-of-Way of Local Agency. For such Relocations, the Authority shall issue, or cause to be issued, to Local Agency, without charge to Local Agency or credit to Authority, appropriate replacement rights in the new location mutually acceptable to both Authority and Local Agency for those rights previously held by Local Agency in its existing private right-of-way. In discharge of Authority's

obligations under this Paragraph, in the event that the new location falls within the High-Speed Rail right-of-way, Authority and Local Agency shall execute a Joint Use Agreement for joint use of said new area which agreement shall also confirm any prior rights held by Local Agency in said Right-of-Way of Local Agency. In consideration for these replacement rights being issued by Authority, Local Agency shall subsequently convey to Authority, or its nominee, within Authority's right-of-way, all of its corresponding right, title and interest within Local Agency's existing private right-of way so vacated.

If the existing Right-of-Way of Local Agency includes fee title, Authority shall acquire from Local Agency, for just compensation under State law, those property rights required by Authority for the public railway by separate transaction, leaving to Local Agency those remaining property rights appropriate for the placement and operation of Utilities and/or Facilities in the Right-of-Way of Local Agency.

If any replacement real property rights are required in Railroad Right-of-Way, then the Authority will make reasonable efforts to obtain those rights for the Local Agency. Nevertheless, if Authority cannot obtain those replacement real property rights Local Agency shall obtain those rights.

7.5. Applicability

Except as otherwise provided, this Agreement applies to the Relocation of Utilities and/or Facilities to accommodate or permit construction of the HSR Project.

This Agreement does not apply to Service Lines for which Authority is the regularly billed sole customer for the commodity provided, or as defined by California Public Utilities Commission. Where Local Agency is the owner of a part of, or of a present undivided part interest in, any Utility, this Agreement shall apply to the extent of such interest.

7.6. Modification.

This Agreement may be amended, changed or altered by mutual consent of the Parties in writing.

7.7. Severability.

Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

7.8. Time is of the Essence.

Time shall be of the essence of this Agreement.

7.9. Successors and Assigns.

This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties.

7.10. Agreement Final Expression of the Parties.

This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter and supersedes all prior agreements, understandings, or negotiations.

7.11. Governing Law and Venue

This Agreement shall be governed by the laws of the State of California. Any provision herein found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions herein.

Venue for any action shall lie exclusively in Sacramento County, California pursuant to Public Utilities Code Section 185038.

7.12. Audits

Local Agency agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Local Agency agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Local Agency agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Local Agency agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

7.13. State and Federal Grant Conditions

No State or Federal funds or resources are allocated or encumbered as against this Agreement and Authority's obligations and duties expressed herein are conditioned upon sufficient funds being made available to the Authority by the California State Legislature or the United States Government for the purpose of the HSR Project.

Parties agree that Utility Agreement(s), Construction and Maintenance Agreement(s), and other agreements requiring payment from the Authority will be subject to additional State and Federal requirements.

7.14. Notices

All required notices may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail. Each Party shall have a continuing obligation to notify the other Party of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to CITY OF CORCORAN:

Local Agency Name:	<u>CITY OF CORCORAN</u>
Person in Charge:	<u>Kindon Meik</u>
Address:	<u>832 Whitley Ave.</u>
	<u>Corcoran, CA 93212</u>

If to AUTHORITY:

Authority:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

Person in Charge:

Thomas Fellenz, Chief Counsel

Address:

770 L Street, Suite 620 M/S 1

Sacramento, CA 95814

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement effective the day and year last written below.

CITY OF CORCORAN

By _____
Jerry Robertson
Mayor

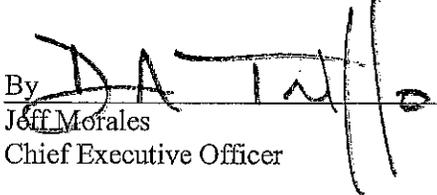
_____ Date

Approved as to form:

By _____
Michael Farley
City Attorney

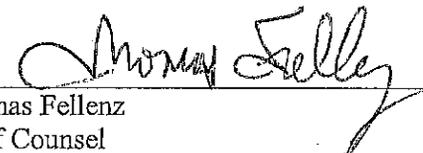
_____ Date:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By  _____
Jeff Morales
Chief Executive Officer

5.7.15
_____ Date:

Approved as to form:

By  _____
Thomas Fellenz
Chief Counsel

5/8/15
_____ Date:

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement effective the day and year last written below.

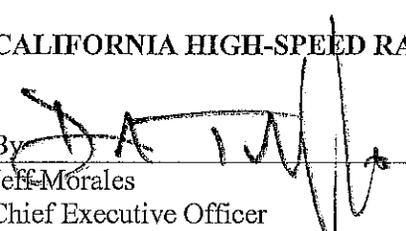
CITY OF CORCORAN

By _____ Date _____
Jerry Robertson
Mayor

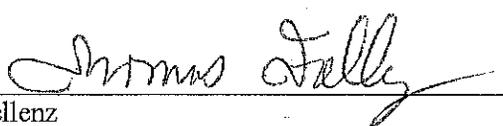
Approved as to form:

By _____ Date: _____
Michael Farley
City Attorney

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By  _____ Date: 5.7.15
Jeff Morales
Chief Executive Officer

Approved as to form:

By  _____ Date: 5/7/15
Thomas Fellenz
Chief Counsel

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement effective the day and year last written below.

CITY OF CORCORAN

By _____
Jerry Robertson
Mayor

_____ Date

Approved as to form:

By _____
Michael Farley
City Attorney

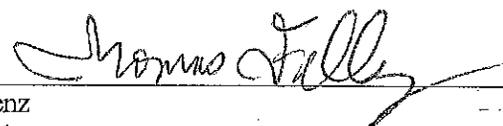
_____ Date:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By  _____
Jeff Morales
Chief Executive Officer

5-7-15
_____ Date:

Approved as to form:

By  _____
Thomas Fellenz
Chief Counsel

5/7/15
_____ Date:

APPENDIX A

CITY OF CORCORAN'S STANDARDS

Authority's Contractor shall conform to the following Utility Work and Facility Work standards and criteria:

- A. Local Agency reserves the right to provide a site inspector for Utility Work and Facility Work. This does not relieve the Authority's Contractor to provide its own site inspectors pursuant to the design-build contract for Construction Package 2-3 (HSR# 13-57).
- B. Utility Work shall comply with all applicable Federal and State of California quality standards and testing requirements existing at the time of commissioning and/or at the notice of completion for the Utility, as applicable.
- C. Any road detours will be subject to the approval of appropriate City of Corcoran staff and the Authority as applicable.
- D. The Authority or Authority's Contractor may propose an alternative design for the Facilities listed in Section E and F, any changes to those sections will be agreed to by all Parties in writing.
- E. Local Agency maintained Facilities for only those listed below identified as (i) and (ii) necessary for HSR Project shall be constructed full width back of curb to back of curb with proper drainage outlets to allow water to be stored on side swales and shall be no less than two (2) twelve (12) foot lanes with (8) eight foot shoulders.
 - i. Construct the new city street (unknown name TBD) between, or connecting, Niles Avenue and Newark Avenue.
 - ii. Construct 5th Avenue realignment between Orange Avenue and the existing 5th Avenue.
- F. Local Agency and County of Kings shared facilities for only those listed below identified as (i) (ii), and (iii) shall be reconstructed with a minimum of 2 (two) fourteen (14) foot lanes, and to a structural thickness as determined by the Authority's Contractor's engineering study to handle the additional traffic, but no less than established by the California State Department of Transportation's relevant design standard structural section(s), as determined by the Parties. Any changes, additions or modifications to the County of Kings facilities may be contingent on either concurrence by the County or other form of agreement or court order before proceeding, as applicable.
 - i. Reconstructing of Niles Avenue, between 5 ½ Avenue and the new city street (unknown name, TBD) between, or connecting, Niles Avenue and Newark Avenue, listed above.
 - ii. Reconstructing of Orange Avenue, between the realigned 5th Avenue and the new road city street (unknown name TBD) between, Orange Avenue and Waukena Avenue, listed above.

iii. Construct the new city street (unknown name TBD) between, Orange Avenue and Waukena Avenue.

G. Unless otherwise agreed to in this Agreement or other written agreements by the Parties, all Utility Work and Facility Work will be performed pursuant to the City of Corcoran's formally approved improvement standards, general plan, and standard specifications; AASHTO standard specification's and standard plans; Caltrans standard specifications/standard plans; or the Authority's design criteria, existing at the time of the execution of the applicable Utility Agreement, Construction and Maintenance Agreement, and/or any other separate written agreement.

In the event of a conflict between the City of Corcoran's formally approved improvement standards, general plan, and standard specifications; AASHTO standard specifications and standard plans; Caltrans standard specifications/standard plans; or the Authority's design criteria, the most stringent standard shall apply.

APPENDIX B

PARTNERING

In order to effectively accomplish the HSR Project, a collaborative relationship will be formed as agreed to by Parties in Section 2.3 "PARTNERING" As part of this collaborative relationship, a cooperative management team will be developed to achieve a quality project within budget and on schedule. Collaboration is strongly encouraged in preference to formal dispute resolution and adjudication mechanisms. Collaboration in this context is intended to be mandatory, but non-binding. The identified procedures will be available for use by the Partners to resolve issues that may arise during the performance of Utility Work and/or Facility Work.

1. INITIAL KICK-OFF WORKSHOP

In order to achieve effective and efficient completion of the HSR Project the Partners agree to conduct a kick-off workshop where they will identify issues for resolution that are present or foreseeable and engage in joint problem solving and action planning on the issues identified.

At a minimum, during this workshop, participants will develop the following procedures and agreements to facilitate the collaborative relationship and aid in identifying and resolving issues as they may arise throughout the HSR Project:

"Issues Resolution Ladder" (IRL) – a hierarchy of those individuals within the HSR Project including the Partners and extending across organizational boundaries to address issues as they arise to facilitate communication and address issues before those issues are elevated to the next ladder rung.

"Partnering Implementation Plan" (PIP) – the intention of the PIP is to sustain the collaborative relationship after the kick-off meeting by establishing monthly or quarterly schedule of partnering meetings and any procedures necessary for the identification and resolution of any issues during the performance of the Utility Work and/or Facility Work to be addressed by the Partners.

"Partner" – the charter will express the vision for the project, a statement of mutual goals and positive behavior practices and will be a visual reminder of mutual commitment to the partner vision, goals and relationship. The charter will be signed by all Partners.

2. PARTNERING MEETINGS

The purpose of the partnering meetings will be to evaluate the efficacy of the collaborative relationship and review its processes as necessary to improve or correct any procedures/practices and efficiently identify and resolve the issues.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

- A. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

- B. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - 2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation and employee assistance programs; and,
 - d. penalties that may be imposed upon employees for drug abuse violations.
 - 3. Every employee who works on the proposed Agreement will:
 - a. receive a copy of the company's drug-free workplace policy statement; and,
 - b. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

C. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code §10296) (Not applicable to public entities.)

D. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

E. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

F. SWEATFREE CODE OF CONDUCT:

1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

2. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

G. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

A. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the (2) two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the (12) twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the (12) twelve-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

- B. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- C. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- D. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- E. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

2. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- F. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- G. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- H. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7- B

MEMORANDUM

TO: Corcoran City Council

FROM: Steve Kroeker, Public Works Director

DATE: May 11, 2015

MEETING DATE: May 18, 2015

SUBJECT: Consider approval of Resolution No. 2776 approving participation in California Office of Emergency Services (Cal OES) for Fiscal Year 2013-2014.

RECOMMENDATION: (Voice Vote)

Approve Resolution No. 2776: and that the Council authorizes the City Manager, Finance Director, and Transit Coordinator to sign on the behalf of the Authorized Agent Signature Authority, Grant Assurance, and requirements applicable to application.

DISCUSSION:

The City of Corcoran uses CalOES funding for its Transit security through California Transit Security Grant Program (CTSGBP). California Office of Emergency Services (Cal OES) CTSGBP grant funds for fiscal years 2013-2014, for the installation of computerized scheduling and GPS on Transit Buses with the awarded grant amount of \$118,342. The CalOES project for computerized scheduling and GPS has been awarded to the City's Transit Division therefore the certification documents are attached required have been attached.

BUDGET IMPACT:

These certifications are required in order to obtain the CalOES funds for the City of Corcoran Transit Division.

ATTACHMENTS:

Authorized Agent Form
Assurances
Financial Management - Facesheet

City Offices:

832 Whitley Avenue * Corcoran, CA 93212 * Phone 559.992.2151 * www.cityofcoran.com

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

RESOLUTION NO. 2776

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
AUTHORIZING FUNDING UNDER CALIFORNIA TRANSIT SECURITY GRANT
PROGRAM CAL OES.**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the City of Corcoran's Transit Division Corcoran Area Transit (CAT) is eligible to receive CTSGP funds; and

WHEREAS, the City of Corcoran received notification of project eligibility for FY 13-14 CTSGP funds in an amount up to \$118,342 for retrofitting CAT buses with Computerized Scheduling with GPS, this system will allow CAT to keep real time location of our buses as well as give passengers more accurate information on estimated times of arrival; and

WHEREAS, the City of Corcoran recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires the City of Corcoran to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of the City of Corcoran to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corcoran wishes to delegate authorization to execute these agreements and any amendments thereto that the City Manager, the Finance Director, or the Transit Coordinator is hereby authorized to execute for and on behalf of the City of Corcoran's Transit Division CAT, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services under the CTSGP.

CITY OFFICES:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 18 day of May, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

I, Kindon Meik, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 18 day of May 2015, by the vote as set forth therein.

DATED: _____
Kindon Meik, Acting City Clerk

**Transit System Safety, Security and
Disaster Response Account Program**

Name of Applicant: City of Corcoran

Grant Cycle: FY 13-14 Grant Number: 6661-0002

Address: 832 Whitley Avenue

City: Corcoran State: CA Zip Code: 93212

Telephone: (559) 992-2151 ext. 228 E-Mail: Kindon.Meik@cityofcorcoran.com

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Has the legal authority to apply for CTSGP-CTAF funds, and has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the grant provided by the State of California and administered by the California Governor's Office of Emergency Services (Cal OES).
2. Assures that the grant funds will only be used for allowable, fair, and reasonable costs.
3. Recognizes the importance of accountability for the use of CTSGP-CTAF funds, and will give the State of California generally, and Cal OES in particular, through any representative authorized by Cal OES, access to and the right to examine all paper and electronic records, books, and other documents related to the award.
4. Will establish and maintain a proper accounting system for CTSGP-CTAF funds, in accordance with applicable laws, generally accepted accounting standards, and Cal OES directives.
5. Will provide reports and documentation related to this grant to Cal OES, in accordance with applicable laws and Cal OES grant guidance, including but not limited to: progress reports, closeout documentation, authorized agent forms, governing body resolutions, and other information as may be required by Cal OES.
6. Will initiate and complete approved project work within applicable timeframes, after Cal OES approves the project.
7. Will comply with Standardized Emergency Management System requirements as stated in the California Emergency Services Act (California Gov Code Section 8607 *et seq.*) and Title 19 of the California Code of Regulations, Sections 2445, 2446, 2447, and 2448.
8. Will promptly return to the State of California all funds received which exceed the actual expenditures approved by Cal OES.

9. If the approved amount of the grant is reduced, will promptly return to the State of California funds equal to the amount of this reduction.
10. Will keep CTSGP-CTAF funds in a separate interest bearing account. Any interest that is accrued must be accounted for and used for the project approved by Cal OES.
11. Agrees that equipment acquired or obtained with CTSGP-CTAF funds:
 - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant; and
 - b. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan, the California Fire Services and Rescue Mutual Aid Plan, and the State Emergency Plan.
12. Will comply with all applicable federal, state, and local laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this program.
13. Understands that failure to comply with applicable state and federal laws governing general obligation, tax-exempt, and Build America bonds may result in penalties administered by the Internal Revenue Service or a loss of tax-exempt bond status.
14. Will retain records for thirty-five years after notification of grant closeout by the State, and ensure that any subcontractors, subgrantees, or entities to which project responsibilities are transferred, retain records in accordance with state, federal, and local record retention requirements.
15. Grantees and subgrantees will use their own procurement and contracting procedures, which comply with applicable state and local laws and regulations, or with the California Public Contract Code, whichever is more restrictive.
16. Will maintain and abide by procedures to minimize the time between the award of funds and the disbursement of funds.
17. Will abide by Cal OES CTSGP-CTAF guidelines.
18. Will submit to Cal OES a CTSGP-CTAF Program Investment Justification, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.

19. Will submit to Cal OES a signed Authorized Agent form designating the representative who can submit documents on behalf of the Applicant and an original, certified copy, or e-signed and verified copy, subject to approval by Cal OES, of the board resolution appointing the Authorized Agent. Should a new agent be authorized by the Applicant's governing board, the Applicant will submit to Cal OES a new, signed Authorized Agent form designating the representative who can submit documents on behalf of the Applicant, and an original, certified copy, or e-signed and verified copy, subject to approval by Cal OES, of the board resolution appointing that Authorized Agent.
20. Will ensure that CTSGP-CTAF funds will be used only for the approved capital project and that this approved project will be completed within applicable timeframes and remain in operation for its useful life, in accordance with state and federal laws, including, but not limited to applicable laws governing the CTSGP-CTAF Program, state general obligation bond laws, and federal laws governing tax-exempt and Build America bonds.
21. Will promptly notify Cal OES of pending litigation, bankruptcy proceedings, and negative audit findings related to the project.
22. Will maintain continuing control over the use of project equipment and facilities, and will maintain project equipment and facilities for the useful life of the project, in accordance with state and federal laws, including, but not limited to the laws governing the CTSGP-CTAF Program, state general obligation bond laws, and federal tax-exempt and Build America bond laws.
23. The project sponsor must notify Cal OES of any changes to the approved project and obtain Cal OES approval to these changes prior to their implementation.
24. Funds must be encumbered and liquidated within the time allowed in the applicable budget act and in accordance with grant guidelines.
25. Understands that all of Applicant's contractors and subcontractors shall comply with all applicable federal, state and local laws. Applicant assures that its contractors and subcontractors will be obligated to agree to comply with all applicable federal, state, and local laws.
26. That any project cost for which the Applicant received funds that is determined by subsequent audit to be unallowable under applicable federal, state, or local laws, are subject to repayment by the Applicant to the State of California. Should the Applicant fail to reimburse the moneys due to the State within thirty (30) days of demand, or within another time period mutually agreed to in writing between Cal OES and the Applicant, the State is authorized to withhold future payments due to the Applicant from the State.
27. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have familial, business, or other ties.

28. Will comply with all California and federal statutes relating to nondiscrimination, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; and
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; and
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of disabilities; and
 - d. The Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126), as amended, which prohibits discrimination on the basis of disabilities; and
 - e. The Unruh Civil Rights Act (California Civil Code §54, *et seq.*) and California Government Code §11135, which prohibit discrimination on the basis of disabilities; and
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107) which prohibits discrimination on the basis of age; and
 - g. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; and
 - h. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
 - i. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; and
 - j. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for assistance is being made; and
 - l. The requirements of any other nondiscrimination statute(s) that may apply to the application or to the Applicant.
29. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
30. Will complete required environmental documentation before requesting an allocation of CTS GP-CTAF funds. The Applicant certifies that projects approved for CTS GP-CTAF funds will comply with all applicable federal and state environmental laws. These may include, but are not limited to:
- a. California Environmental Quality Act. California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007; and

- b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO)11514; and
- c. Notification of violating facilities pursuant to EO 11738; and
- d. Protection of wetlands pursuant to EO 11990; and
- e. Evaluation of flood hazards in floodplains in accordance with EO 11988; and
- f. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); and
- g. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401, *et seq.*); and
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and
- j. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et. seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- k. Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1, *et seq.*).

31. The Applicant and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency; and
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the

applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

32. Will comply with the audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133, "Audit of States, Local Governments and Non-Profit Organizations."
33. Agrees that the noncompliance with these assurances, Cal OES CTSGP-CTAF Program guidelines, and applicable laws, may be taken into consideration by Cal OES when considering future allocation applications from Applicant.
34. Understands that failure to comply with any of the above assurances may result in suspension, reduction, or termination of grant funds.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Kindon Meik

Title: City Manager Date: _____

Authorized Agent Signature Authority

**FY 2013-14 Transit System Safety, Security and
Disaster Response Account Program**

AS THE _____ City Manager _____

OF THE _____ City of Corcoran _____

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Emergency Management Agency.

Kindon Meik, City Manager _____, OR
(Name or Title of Authorized Agent)

Soledad Ruiz-Nunez, Deputy City Manager/Finance Director _____, OR
(Name or Title of Authorized Agent)

Valerie Bega, Transit Coordinator _____,
(Name or Title of Authorized Agent)

Signed and approved this _____ day of _____, 20_____

(Signature)

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7C__

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: May 14, 2015

MEETING DATE: May 18, 2015

SUBJECT: Year-to-Date Budget Review and discussion on 2015-2016 Fiscal Year Budget study session.

Recommendation:

Information item.

Discussion:

The attached report identifies revenues and expenses for the period beginning July 1, 2014 through May 13, 2015.

Budget Impact:

None.

Attachments:

YTD revenues and expenses schedule.

City of Corcoran Budget Report YTD 5/13/15	2014-2015	YTD 5/13/2015	
Revenues	Budget	Actual 5/13/15	% of Budget
Property Taxes	337,464	340,459	1.01
Sales Tax	1,072,250	866,596	80.82%
Public Safety Sales Tax	48,200	46,359	96.18%
Franchise Fees	257,804	250,983	97.35%
Occupancy Tax	45,499	44,608	98.04%
Fines	27,500	27,691	100.70%
Licenses & Permits	151,120	188,123	124.49%
Other Grants-PD	1,500	7,903	526.88%
Realignment Grant	40,000	40,257	100.64%
Motor Vehicle in Lieu	2,118,962	2,092,478	98.75%
Home Owner's Prop Tax Relief	2,700	2,149	79.58%
Post Reimbursements	15,000	26,510	176.74%
NTF	20,000	3,900	19.50%
Crossing Guards	24,760	8,192	33.08%
Property Transfer Tax	10,000	12,698	126.98%
School Resource Officer	50,000	58,795	117.59%
Planning Fees	14,460	34,949	241.69%
Special Police Services	20,000	14,640	73.20%
Abatement Charges	40,000	11,450	28.62%
Interest	2,000	1,149	57.45%
Global Tower	8,000	6,300	78.75%
AT&T Tower Rent	15,000	15,158	101.05%
Solar Lease/EDG	59,719	52,075	87.20%
Rents	4,000	1,650	40.76%
Other Income	53,500	38,288	71.57%
Contributions Centennial	0	8,460	
County PTAP	150,000	109,377	72.92%
Sustainable Communities-General Plan Update grant	0	287,073	
Transfers in for Overhead	165,000	100,000	60.61%
Revenue Totals	4,754,438	4,698,248	98.82%
Expenditures	Budget	Actual 5/13/15	% of Budget
Mayor And Council	61,535	83,766	136%
Services & Supplies	61,535	83,766	136.13%
Subtotal	(36,074)	(27,054)	75.00%
Transfer In/Overhead	25,461	56,712	222.74%
Net Expenditures/Cost to the GF			
City Manager	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	157,091	67,743	43.12%
Services & Supplies	21,420	12,303	57.44%
Subtotal	178,511	80,047	44.84%
capital Outlay	1,500		
Transfer In/Overhead	(140,164)	(94,509)	67.42%
Net Expenditures/Cost to the GF	39,827	(14,462)	-36.31%
City Attorney	Budget	Actual 5/13/15	% of Budget
Services & Supplies	100,000	151,961	1.5196147
Transfer In/Overhead		(52,497)	
Net Expenditures/Cost to the GF	100,000	99,464	99.46%
Finance	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	335,061	277,124	82.71%
Services & Supplies	148,766	119,089	80.05%
Machinery & Equipment	0		
Subtotal	483,827	396,213	81.89%
Transfer In/Overhead	(425,767)	(346,491)	81.38%
Net Expenditures/Cost to the GF	58,060	49,722	85.64%
Planning	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	55,275	12,757	23.08%
Services & Supplies	25,620	26,310	102.69%
Net Expenditures/Cost to the GF	80,895	39,067	48.29%
Building Inspection	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	79,625	98,567	123.79%
Services & Supplies	51,600	13,637	26.43%
Net Expenditures/Cost to the GF	131,225	112,205	85.51%
Recreation	Budget	Actual 5/13/15	% of Budget
Services & Supplies	133,784	129,237	96.60%
Transfer In/Overhead	3,563		0.00%
Net Expenditures/Cost to the GF	137,347	129,237	94.10%
Parks	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	159,889	114,868	71.84%
Services & Supplies	154,082	137,669	89.35%
Subtotal	313,971	252,538	80.43%
Transfer In/Overhead	(142,553)	(96,021)	67.36%
Net Expenditures/Cost to the GF	171,418	156,517	91.31%
Police Department	Budget	Actual 4/24/15	% of Budget
Salaries & Benefits	3,195,427	2,582,572	80.82%
Services & Supplies	447,137	384,000	85.88%
Net Expenditures/Cost to the GF	3,642,564	2,966,572	81.44%
Fire Services	Budget	Actual 5/13/15	% of Budget
Services & Supplies	432,420	324,315	75.00%
Net Expenditures/Cost to the GF	432,420	324,315	75.00%
Public Works Administration	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	215,084	182,748	84.97%
Services & Supplies	11,430	19,675	172.14%
Subtotal	226,514	202,424	89.36%
Transfer In/Overhead	(203,862)	(152,901)	75.00%
Net Expenditures/Cost to the GF	22,652	49,523	218.62%
Government Buildings	Budget	Actual 5/13/15	% of Budget
Services & Supplies	327,710	267,622	81.66%
Machinery & Equipment	70,000	2,560	3.66%
Subtotal	397,710	270,182	67.93%
Transfer In/Overhead	(94,650)	(79,209)	83.69%
Net Expenditures/Cost to the GF	303,060	190,973	63.01%
Equipment Services	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	151,678	131,561	86.74%
Services & Supplies	17,384	19,208	110.49%
Subtotal	169,062	150,769	89.18%
Transfer In/Overhead	(135,250)	(101,439)	75.00%
Net Expenditures/Cost to the GF	33,812	49,330	145.90%
General Plan Update	Budget	Actual 5/13/15	% of Budget
Salaries & Benefits	0	10,431	
Services & Supplies	0	28,582	
Net Expenditures/Cost to the GF	0	39,014	
General Fund Expenditures Totals:	5,178,741	4,248,189	82.03%
General Fund Revenue Over/Under Expenditures	(424,303)	450,059	-106.07%

ENTERPRISE FUNDS	2014-2015 Budget	YTD6/3/2015 Actual 5/13/15	% of Budget
REVENUES			
Water Charges	4,466,335	3,448,831	77.22%
Fees	25,670	20,770	80.54%
Water Connection Fees	140	57	19.52%
Interest	14,000	7,164	51.17%
Rents	0	630	
Rebates	0	302,835	
Insurance Proceeds	0	3,870,268	65.88%
Revenue Totals	4,506,145	8,720,266	191.32%
EXPENDITURES			
Salaries & Benefits	509,984	372,010	72.95%
Supplies & Supplies	1,827,396	1,450,864	79.41%
Fuel, Gas & Oil	1,910,116	783,380	41.01%
Capital Outlay	3,625,000	48,863	1.35%
Transfer Out/Overhead Allocation	307,317	238,665	77.66%
Total Expenditures	7,179,813	2,873,582	39.89%
Water Fund Revenue Over/Under Expenditures	(3,273,688)	958,344	(0.29)
SEWER/SOLID WASTE			
REVENUES			
Grants		353,909	
Gas Tax - 2103	272,288	228,088	83.77%
Gas Tax - 2105	125,133	127,385	101.81%
Gas Tax - 2106	102,182	58,435	57.19%
Gas Tax - 2107	153,755	160,881	104.64%
Gas Tax - 2107.5	6,000	12,000	200.00%
Interest	1,400	124	8.84%
Revenue Totals	660,758	940,840	142.39%
EXPENDITURES			
Salaries & Benefits	146,329	104,674	71.53%
Services & Supplies	464,620	226,321	48.71%
Overlay Project		98,082	
Curb and Gutter	0		
Machinery & Equipment	162,878	124,317	76.33%
Transfer Out/Overhead Allocation	773,827	553,374	71.51%
Total Expenditures	1,113,062	387,466	34.81%
Gas Tax Revenue Over/Under Expenditures			
STREET SWEEPING			
REVENUES			
Contracting	108,000	91,055	84.30%
Refuse Charges	1,559,200	1,329,672	85.26%
Penalties	29,667	29,773	100.00%
Grant	0	6,945	
Interest	450	333	74.00%
Total Revenues	1,697,317	1,447,943	85.31%
EXPENDITURES			
Refuse	1,464,100	1,243,687	84.94%
Services & Supplies	195,451	152,768	78.19%
Transfer Out/Overhead Allocation	1,659,551	1,395,353	84.14%
Total Expenditures	3,319,102	2,791,808	84.14%
Street Sweeping	37,567	44,113	117.46%
Salaries & Benefits	27,726	8,853	31.93%
Services & Supplies	65,283	52,958	81.13%
Total Expenditures	1,724,854	1,449,319	84.09%
Refuse Revenue Over/Under Expenditures	(33,517)	(1,376)	0.34
SEWER/SOLID WASTE			
REVENUES			
Revenues	1,009,685	832,867	82.49%
Penalties	21,690	17,542	80.87%
Interest		125	
Rents		850,534	84.09%
Total Revenues	1,031,375	850,534	82.49%
EXPENDITURES			
Salaries & Benefits	317,004	201,731	63.64%
Services & Supplies	484,180	405,149	83.68%
Debt Service	36,342	4,482	12.33%
Capital Outlay	600,000	2,900	0.48%
Transfer Out/Overhead Allocation	1,953,039	1,653,963	84.71%
Total Expenditures	3,390,565	2,267,225	66.87%
Wastewater/SS Revenue Over/Under Expenditures	(601,170)	85,309	(0.14)
STORM DRAINAGE			
REVENUES			
Storm Drain Charges	304,302	253,055	83.14%
Penalties	3,980	3,230	81.16%
Storm Drain Acctage Charge	500	287	57.40%
Interest		260,482	64.34%
Total Revenues	308,842	260,482	84.34%
EXPENDITURES			
Salaries & Benefits	65,308	51,087	78.22%
Services & Supplies	20,709	25,778	124.48%
Debt Service	95,235	98,738	103.68%
Capital Outlay	30,000	30,000	100.00%
Transfer Out/Overhead Allocation	143,302	111,177	77.59%
Total Expenditures	354,554	226,779	63.96%
Wastewater/SD Revenue Over/Under Expenditures	(45,712)	33,703	(0.74)
RAO			
REVENUES			
Interest Earned	300	151	50.27%
Rents	217,218	188,449	86.76%
Total Revenues	217,518	188,599	86.76%
EXPENDITURES			
RAO Operations Exp.	89,472	34,831	38.93%
Services & Supplies	84,644	25,983	30.70%
Overhead	20,000	100,000	500.00%
Capital Set Aside	100,000	160,814	160.81%
Transfer Out - Other	244,116	244,116	100.00%
Total Expenditures	648,232	565,744	87.43%
Total RAO Revenue Over/Under Expenditures	(26,588)	37,785	(1.42)
TRANSIT			
REVENUES			
Tax Allocation	641,578	529,231	82.49%
Transportation Grants	194,895	184,895	95.00%
Bus Fees	35,000	21,766	62.19%
Amtrak Ticket Sales	25,000	29,970	119.88%
KART Passes	4,500	5,324	118.31%
Interest	2,000	724	36.20%
Rents	3,600	3,000	83.33%
Miscellaneous		615	
Total Revenues	906,573	785,524	86.65%
EXPENDITURES			
Salaries & Benefits	385,392	296,098	76.83%
Services & Supplies	181,416	167,810	92.50%
Capital Outlay	702,265	873,919	124.44%
Overhead	163,264	115,722	70.91%
Total Expenditures	1,422,337	1,453,549	102.20%
Transit Revenue Over/Under Expenditures	(515,764)	(668,025)	1.30
SUCCESSOR RDA			
REVENUES			
Tax Increment		221,016	
Interest		221,016	
Total Revenues		442,032	
EXPENDITURES			
Salaries & Benefits	81,545	62,858	77.14%
Services & Supplies		101,168	
Debt Service		292,369	
Overhead		19,037	
Total Expenditures		475,432	
Successor RDA Over/Under Expenditures		(255,052)	

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7D

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: May 14, 2015

MEETING DATE: May 18, 2015

SUBJECT: Authorize purchase of the Accounts Receivable Module.

Recommendation:

Authorize the purchase of the Springbrook Financial Software Accounts Receivable Module.

Discussion:

The Accounts Receivable Module will keep track of all outstanding invoices and help the City issue invoices on a regular basis. Currently invoices are set up on a spreadsheet and invoiced initially, but with limited follow up. The module would help with the invoicing process with Community Development and closed utility accounts. The module would help with year-end reports and the audit.

Budget Impact:

The cost of the Accounts Receivable module is \$9,510 the first year and then an annual maintenance cost of \$1,210. The module would be purchased by various funds.



CITY OF CORCORAN, CA

Corcoran, CA - Accounts Receivable

Module

5/1/2015

Presented By:
Janet Peterson
Account Manager
janet.peterson@sprbrk.com



Licensed Products and Services						
Line	Item	Type	Recurring	QTY	Sales Price	Total Price
1	Accounts Receivable Invoice and Manage outstanding receivables and collections with the Account Receivable module. This module uses your existing customer and location records to create miscellaneous receivable accounts for your customers. Features include unlimited billing cycles, recurring invoicing groups, structured fee codes, Past Due and Collections processing as well as integration to Springbrook's Cash Receipting module.	License Premise;	<input type="checkbox"/>	1	\$5,500.00	\$5,500.00
2	Accounts Receivable Professional Services Working with a Springbrook Consultant, you will configure and deploy the Accounts Receivable Module. Based on the number and complexity of your receivables, this is typically a 1-2 day remote training event you will complete following the Go-Live of Finance and Utility Billing products (if applicable).	Service Professional;	<input type="checkbox"/>	1	\$2,800.00	\$2,800.00
3	Maintenance Accounts Receivable Maintenance Accounts Receivable	License Maintenance;	<input checked="" type="checkbox"/>	1	\$1,210.00	\$1,210.00
Grand Total					\$9,510.00	

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: May 14, 2015

MEETING DATE: May 18, 2015

SUBJECT: Update revisions to Title 8 Chapter 1 of the Municipal Code regarding water waste and water conservation.

Recommendation:

Update item only. No action required.

Discussion:

The following represents a summary of the proposed changes:

Ongoing – Water Conservation

- Not voluntary
- Establishes prescribed watering times from April 1 to September 30 and from October 1 to March 31
- New language noting that required reductions apply to whether by percentage of per capita shall apply to the state correctional facilities located in Corcoran.
- New language restricting irrigation after measurable rainfall
- New language to allow hotel operators to give guests the option of not laundering towels and linens on a daily basis

Stage 1 – Water Warning

- Establishes three day per week irrigation schedule for water customers. Watering schedule will be approved by Council resolution and properly noticed to the public.
- Prohibits outdoor irrigation between the hours of 8:00am and 7:00pm.
- Prohibits the washing of driveways, sidewalks, etc.

Stage 2 – Water Emergency

- Establishes two day per week irrigation schedule for water customers. Watering schedule will be approved by Council resolution and properly noticed to the public.
- All other stipulations outlined in Stage 1 remain in effect.

Stage 3 – Water Crisis

- Establishes a one day per week irrigation schedule for water customers. Watering schedule will be approved by Council resolution and properly noticed to the public.
- Prohibits car wash fundraisers.
- Prohibits washing vehicles except at commercial establishments.
- Requires mobile car wash businesses and other

State Regulations and Directives

- New language allows City to implement, upon resolution and publication of notice, new directives required by the State or other regulatory agency

Violations/Enforcement

- New language establishes that any infraction of the water conservation ordinance is deemed to be a violation subject to civil citation. Fines and procedures set by existing language in the municipal code.

Budget Impact:

N/A

Attachment:

None.

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

MEMORANDUM

MEETING DATE: May 18, 2015
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- May 26, 2015 (**Tuesday**) City Council Meeting (Special Meeting) – 6:00 PM, Council Chambers
- May 27, 2015 (**Wednesday**) Retirement Party for Steve Kroeker – 1:30PM to 3:30PM, Veteran’s Building
- June 1, 2015 (**Monday**) City Council Meeting – 6:00 PM, Council Chambers
- June 15, 2015 (**Monday**) City Council Meeting – 6:00 PM, Council Chambers

A. Information Items

None

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:



**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.	Ongoing	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.	Ongoing	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: 02/17/15 Council authorized NHA Advisors to prepare financial strategic plan. Plan will discuss city revenues and projected expenses. 09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items.	Ongoing	City Manager
03/16/15	UPDATE: 05/04/15 Council provided final comments on Chapter 1 of Title 8. An ordinance amending said section of the municipal code will be introduced at a special meeting on May 26, 2015. Council instructed Staff to review Title 8 Chapter 1 of the Municipal Code and return to City Council with recommendations on changes to the ordinance including necessary enforcement.	Ongoing	City Manager/ Public Works