

**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, August 17, 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. 235.

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

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

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

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

ROLL CALL

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

INVOCATION
FLAG SALUTE

1. **PUBLIC DISCUSSION**

2. **CONSENT CALENDAR (VV)**

2-A. Approval of minutes of the City Council regular meeting of July 20, 2015.

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

2-C. Approve Resolution No. 2802 declaring certain city owned equipment as surplus.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated August 17, 2015. *(Ruiz-Nuñez) (VV)*

4. **PRESENTATIONS**

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

5. **PUBLIC HEARINGS** - None

6. **WRITTEN COMMUNICATIONS** - None

7. **STAFF REPORTS**

7-A. Approval of Resolution No. 2801 approving participation in CalOES programs. *(Rodriguez) (VV)*

7-B. Approval of Resolution No. 2805 application for public convenience or necessity for taxicab and vehicle driver license for Amigo Taxi. *(Tromborg) (VV)*

7-C. Approval of Resolution No. 2803 and Resolution No. 2804 approving California Home Financing Authority and Ygrene Energy as Corcoran's PACE financial provider and administrator. *(Tromborg) (VV)*

7-D. Approval of service contract to replace Wastewater Treatment Plant methane gas flare ignition system. *(Rodriguez) (VV)*

7-E. Update on fire service agreement with Kings County. *(Meik)*

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Information Items

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

8-C. Committee Reports

9. **CLOSED SESSION**

9-A. **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 – Deciding whether or not basis exists for closed-session for anticipated litigation (Government Code § 54956.9(d)(3)).

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

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

9-D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S) (Government Code § 54956.8). It is the intent of this governing body to meet in closed session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:
Property Description (Specify street address, or if no street address, the parcel number or other unique reference): APNs: 030-340-004; 030-340-005;
030-340-006; 030-340-007; 030-340-008; 030-340-009; 030-340-010;
030-340-011; and 030-340-012
Our Negotiator: Kindon Meik
Parties with whom negotiating: _____
Instructions to negotiator concerning: Price Terms of payment TBD

10. ADJOURNMENT

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on August 13, 2015.



Karla Cruz, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
July 20, 2015**

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

ROLL CALL

Councilmembers present: Mark Cartwright, Raymond Lerma, Jim Wadsworth and Jerry Robertson
Councilmembers absent: Sidonio Palmerin
Staff present: Mike Farley, Kindon Meik, Soledad Ruiz-Nuñez, Baldomero Rodriguez, Reuben Shortnacy, and Kevin Tromborg
Press present: Jeanette Todd, "The Corcoran Journal"

INVOCATION

Invocation was presented by Cartwright.

FLAG SALUTE

The flag salute was led by Wadsworth.

1. **PUBLIC DISCUSSION** - None

2. **CONSENT CALENDAR**

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

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

2-A. Approval of Minutes of the regular meeting of July 6, 2015.

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

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Wadsworth and seconded by Cartwright to approve the Warrant Register dated July 20, 2015. Motion carried by the following vote:

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

4. **PRESENTATIONS** - None

5. **PUBLIC HEARINGS**

5-A. The public hearing to obtain comments on the intent to levy and collect Assessments on Assessment District 07-01, Subdivision Salyer Estates #3, Tract Map 853; and intent to levy and collect Assessment on Assessment District 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase 1), Tract Map 857; and intent to levy and collect Assessments on Assessment District 08-01, Subdivision Sunrise Villas, Tract map 856; and intent to levy and collect Assessments on Assessment District 08-02, Subdivision Patterson

Avenue, Tract Map 758 was declared open at 6:07 p.m. Kindon Meik, City Manager, gave a report. There being no written or oral testimony, the hearing was declared closed at 6:09 p.m.

Following Council discussion, a **motion** was made by Cartwright and seconded by Wadsworth to approve Resolution No. 2792, approving Engineer's report and confirming Assessment on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853; Resolution No. 2793, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Salyer Estates No. 3, Assessment District); Resolution No. 2794, approving Engineer's report and confirming Assessment on Assessment District No. 07-02, Subdivision Pheasant Ridge, (previously known as Sequoias Phase 1), Tract Map 857; Resolution No. 2795, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Pheasant Ridge ((previously known as Sequoias Phase I)), Assessment District); Resolution No. 2796, approving Engineer's report and confirming Assessment on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856; Resolution No. 2797, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Sunrise Villas, Assessment District); Resolution No. 2798, approving Engineer's report and confirming Assessment on Assessment District No. 08-02, Subdivision Patterson Tract Map 785; and Resolution No. 2799, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Patterson Avenue, Assessment District). Motion carried by the following vote:

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

5-B. Public Hearing to discuss a proposed amendment to the 12-CDBG-8378 Standard Agreement in order to add supplemental activities to be undertaken with Community Development Block Grant (CDBG) Program Income (PI) funds was declared open at 6:10 p.m. Meik made the report. There being no written or oral testimony, the hearing was declared closed at 6:15 p.m.

Following Council discussion a **motion** was made by Cartwright and seconded by Wadsworth to approve Resolution No. 2800 to amend the 12-CDBG-8378 Standard Agreement as presented. Motion carried by the following vote:

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

6. **WRITTEN COMMUNICATIONS** - None

7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made by Cartwright and seconded by Lerma to authorize purchase of mobile tablets for Police Department. Motion carried by the following vote:

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

7-B. Following Council discussion a **motion** was made by Lerma and seconded by Wadsworth to update authorized signers on City of Corcoran Bank of the West accounts. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Wadsworth and Robertson

NOES: None

ABSENT: Member: Palmerin

7-C. As an update and for information of the City Council, Tromborg presented the fiscal year-end reports of Community Development Department. Information item only.

7-D. Meik gave an overview of fire services agreement with Kings County for information of Councilmembers. The Councilmembers gave direction to the staff.

7-E. Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to cancel the City Council meeting scheduled on August 3, 2015. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Wadsworth and Robertson

NOES: None

ABSENT: Member: Palmerin

8. MATTERS FOR MAYOR AND COUNCIL

8-A. Council received information on:

1. City water conservation efforts.
2. Kings Estates – utility services update.
3. Proposed revisions to City of Corcoran planning and building fees.
4. Vendors and service providers working without a contract.
5. Solar project at the RAC.
6. League of California Cities Annual Conference.

8-B. Staff received referral items.

8-C. Committee reports.

9. CLOSED SESSION

At 7:10 p.m. Council recessed to closed session pursuant to:

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. 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): Sunrise Villas

Our Negotiator: Kindon Meik

Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment TBD

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

9-D. 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 .

The regular meeting was reconvened at 8:10 p.m. Mayor Robertson reported direction was provided on items 9-A, 9-B, 9-C and 9-D.

ADJOURNMENT

8:12 P.M.

Jerry Robertson, Mayor

Kindon Meik, Acting City Clerk

APPROVED DATE: August 17, 2015

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 7/21/2015 - 9:27 AM
Batch: 00003.07.2015 - Tule Trash



FY2015

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58564	07/15/2015	TULETRCO	Tule Trash Company	101,092.47	0
Check Total:				101,092.47	

Tule Trash Company

Tule Trash Company

Tule Trash Company

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 7/22/2015 - 8:43 AM
Batch: 00004.07.2015 - United Health Care, MES, & Prin



2016

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58678	07/20/2015	UNHEACAR	United Health Care	52,962.75	0
58679	07/20/2015	MESVISIN	MES	858.56	0
58680	07/20/2015	PRINDENI	Principal	5,363.22	0
Check Total:				59,184.53	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 7/31/2015 - 4:30 PM
Batch: 00513.07.2015 - 07/31/2015-Calpers



2016

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58764	07/31/2015	CALPERS	CalPERS	86.41	58,764
Check Total:				86.41	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 7/21/2015 - 9:15 AM
Batch: 00001.07.2015 - Visalia Toyota

FY 2016



Check	Date	Vendor No	Vendor Name	Amount	Voucher
58545	07/21/2015	VISTOYOT	Visalia Toyota	30,774.65	0
				Check Total:	
				30,774.65	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 7/21/2015 - 9:21 AM
Batch: 00002.07.2015 - Visalia Toyota-1

FY 2016



Check	Date	Vendor No	Vendor Name	Amount	Voucher
58546	07/10/2015	VISTOYOT	Visalia Toyota	30,774.65	0
				Check Total:	
				30,774.65	

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 07/30/2015 - 2:00PM
Warrant Request Date: 08/03/2015
DAC Fund:

Batch: 00511.08.2015 - 08/03/2015 Wmt Rgstr FY 15

Line	Claimant	Voucher No.	Amount
1	Acccla, Inc., #774375	000058697	953.00
2	ASI Administrative Solutions, Inc	000058698	80.90
3	BankCard Center	000058699	70.36
4	CalPERS	000058700	2,550.00
5	CDW-Government, Inc	000058701	139.75
6	Corcoran Hardware	000058702	17.70
7	Felder Communications	000058703	12.24
8	Jeremy David Robertson	000058704	540.00
9	Kings County Planning Agency	000058706	6,593.19
10	Kings County Treasurer	000058707	5,608.45
11	Kings County Fire Department	000058705	135.00
12	Office Depot	000058708	17.58
13	PG&E	000058709	5,339.89
14	Select Business Systems	000058710	1,459.01
15	SJVC-ICC	000058711	30.00
16	Telstar Instruments	000058712	625.00
17	The Gas Company	000058713	124.90

Page Total: \$24,296.97

Grand Total: \$24,296.97

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 07/30/2015 - 2:00PM
 Warrant Request Date: 08/03/2015
 DAC Fund:

Batch: 00501.08.2015 - 08/03/2015 Wrnt Rgstr FY 16

Line	Claimant	Voucher No.	Amount
1	Amtrak	000058715	3,250.00
2	American Water Works Assoc.	000058714	413.00
3	Animal Care Equipment	000058716	34.81
4	Anthem Blue Cross	000058717	61,070.27
5	Asphalt Repair, Co	000058718	2,840.00
6	Auto Zone, Inc.	000058719	352.13
7	Best Deal Food Co Inc.	000058720	41.95
8	Bob Barker Company, Inc	000058721	385.51
9	BSK Associates	000058722	1,486.00
10	Business Card	000058723	117.01
11	Calarco, Inc.	000058724	483.75
12	California Cartridge Company	000058725	98.00
13	Calolympic Safety	000058726	379.51
14	Chemical Waste Management Inc	000058727	2,173.28
15	Comcast	000058728	203.57
16	Corcoran Publishing Company	000058729	456.00
17	Corcoran Radiator & Muffler	000058730	934.50
18	DASH	000058731	59.77
19	De Lage Landen	000058732	79.07
20	Dept of Transportation	000058733	64.84
21	Hopkins Technical Products	000058734	346.97
22	HUB International	000058735	100.18
23	Industrial Test Systems Inc	000058736	592.31
24	Jones Electric	000058737	208.00
25	Jorgensen & Company	000058738	1,546.25
26	Mutual of Omaha	000058739	2,138.22
27	Randstad	000058743	1,240.00
28	Quad Knopf, Inc.	000058740	558.06
29	Quality Pool Service	000058741	1,016.00
30	Radius Tire Co.	000058742	1,237.00
31	Res-Com	000058744	429.00
32	Sawtelle & Rosprim Industrial	000058745	184.26
33	State Water Res Control Board	000058746	6,341.91
34	Superior Soil Supplements	000058747	354.75
35	Susteen, Inc.	000058748	995.00
36	Target Specialty Products	000058749	52.92
37	Terminix	000058750	40.00
38	TF Tire & Service	000058751	30.00
39	The Printer	000058752	360.35
40	Turnupseed Electric Svc Inc	000058753	383.52
41	Uline.Com	000058754	100.59
42	Underground Service Alert	000058755	365.76
43	Univar USA Inc	000058756	4,446.05
44	unWired Broadband	000058757	199.95
45	US Bank Equipment Finance	000058758	166.34
46	Verizon California	000058759	278.56

Voided

Page Total: \$98,634.92

Line	Claimant	Voucher No.	Amount
47	Verizon Wireless	000058760	1,685.35
48	Vulcan Materials Company	000058761	569.79
49	Wright's Electric	000058762	70.00
50	Yersi Inga	000058763	200.00

Page Total: \$2,525.14

Grand Total: \$101,160.06

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 8/13/2015 - 9:47 AM
Batch: 00603.08.2015 - State Water Resource Control Boa



2016

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58765	08/06/2015	STWARECO	State Water Res Control Board	170.00	0
				<u>170.00</u>	
Check Total:				<u>170.00</u>	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 8/13/2015 - 9:46 AM
Batch: 00602.08.2015 - SJVAPCD



2016

Check	Date	Vendor No	Vendor Name	Amount	Voucher
58782	08/07/2015	SJVA	SJVAPCD	744.70	0
				<u>744.70</u>	
Check Total:				<u>744.70</u>	

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 08/13/2015 - 9:03AM
Warrant Request Date: 08/17/2015
DAC Fund:

Batch: 00512.08.2015 - 08/17/2015 Wmt Rgstr FY 15

Line	Claimant	Voucher No.	Amount
1	California Building Standards Comm	000058785	49.50
2	California Building Standards Comm	000058784	125.10
3	CalPERS	000058786	798.64
4	Data Ticket Inc	000058787	200.00
5	Dept of Conservation	000058789	69.34
6	Dept of Conservation	000058788	177.76
7	Quad Knopf, Inc.	000058790	587.70
8	Recreation Association of Corcoran	000058791	10,478.76

Page Total: \$12,486.80

Grand Total: \$12,486.80

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 08/13/2015 - 8:54AM
Warrant Request Date: 08/17/2015
DAC Fund:

Batch: 00502.08.2015 - 08/17/2015 Wrnt Rgstr FY 16

Line	Claimant	Voucher No.	Amount
1	Amtrak	000058792	1,625.00
2	Amtrak	000058797	590.00
3	Amtrak	000058795	1,625.00
4	Amtrak	000058794	1,625.00
5	Amtrak	000058793	1,625.00
6	Amtrak	000058796	590.00
7	ASI Administrative Solutions, Inc	000058798	60.00
8	AT&T Mobility	000058799	38.44
9	Az Auto Parts	000058800	1,026.61
10	B & C Enterprises	000058801	5,214.67
11	BankCard Center	000058802	2,163.93
12	Best Deal Food Co Inc.	000058803	29.16
13	Business Card	000058804	5,184.74
14	C. A. Reding Company, Inc	000058805	92.36
15	California Building Standards Comm	000058785	49.50
16	California Building Standards Comm	000058784	125.10
17	CalPERS	000058786	798.64
18	Carl Schludt, AICP	000058806	187.50
19	Caves & Associates	000058807	792.48
20	CDW-Government, Inc	000058808	557.05
21	Central Valley Lawn Care	000058809	451.00
22	Chemical Waste Management Inc	000058810	2,131.26
23	Chevron & Texaco Card Svc	000058811	303.15
24	City of Corcoran	000058812	231.75
25	Comcast	000058813	193.68
26	Corcoran Hardware	000058814	772.20
27	Corcoran Publishing Company	000058815	566.00
28	Creative Bus Sales, Inc	000058816	126.43
29	DASH	000058817	69.77
30	Data Ticket Inc	000058787	200.00
31	De Lage Landen	000058818	461.18
32	Dept of Conservation	000058789	69.34
33	Dept of Conservation	000058788	177.76
34	Dept of Justice	000058819	629.00
35	E & B Bulk Transportation	000058820	811.34
36	Farley Law Firm	000058821	5,418.87
37	Felder Communications	000058822	779.50
38	Ferguson Enterprises, Inc	000058823	219.43
39	GABRIEL AVINA	000058824	250.00
40	Gary V. Burrows Inc.	000058825	698.75
41	Gold Coast Pools	000058826	550.00
42	Hach Company	000058827	278.14
43	Hayes Garage Doors	000058828	95.00
44	Home Depot Credit Services	000058829	508.66
45	Jones Collision Center	000058830	2,383.73
46	Kings Rehabilitation Center	000058831	6,993.00

Page Total: \$49,369.12

Line	Claimant	Voucher No.	Amount
47	Kings Waste & Recycling	000058832	7,879.93
48	Lawrence Tractor	000058833	201.19
49	Lowe's	000058834	89.84
50	Meneses, Miguel	000058835	320.00
51	PG&E	000058836	150,645.38
52	Pizza Factory	000058837	51.60
53	Randstad	000058845	620.00
54	Plain Insane Graphics	000058838	698.00
55	ProForce Law Enforcement	000058839	1,322.20
56	Prudential Overall Supply	000058840	494.50
57	Pumping Solutions, Inc	000058841	852.17
58	Quad Knopf, Inc.	000058790	587.70
59	Quality Pool Service	000058842	6,407.31
60	Quest Diagnostics	000058843	33.45
61	Quinn Company	000058844	267.50
62	Recreation Association of Corcoran	000058791	10,478.76
63	Res-Com	000058846	429.00
64	Robert Joaquin	000058847	200.00
65	Safety-Kleen Systems, Inc	000058849	347.98
66	Sawtelle & Rosprim Industrial	000058850	109.44
67	Sawtelle Rosprim Machine Shop	000058851	12.57
68	Shell Fleet Plus	000058852	7,770.87
69	Sherwin Williams Co, The	000058853	113.48
70	SJVAPCD	000058854	631.00
71	S & R Specialty Equipment	000058848	3.92
72	Superior Electric Works Inc	000058855	6,679.00
73	Superior Soil Supplements	000058856	532.13
74	TF Tire & Service	000058857	392.29
75	The Gas Company	000058858	360.02
76	The Lawnmower Man	000058859	120.03
77	Torres, Oscar	000058860	202.00
78	Traffic Safety Corp.	000058861	782.00
79	Trans Union LLC	000058862	18.74
80	Tulare-Kings Veterinary ER Svc	000058863	137.00
81	Tule Trash Company	000058864	3,622.15
82	Univar USA Inc	000058865	13,478.89
83	USA Blue Book	000058867	139.42
84	US Bank Equipment Finance	000058866	219.29
85	Valley Pump & Dairy Systems, Inc.	000058868	291,418.11
86	Verizon California	000058869	2,806.13
87	Wales Technologies	000058870	350.00
88	Wright's Electric	000058871	243.13

Page Total: \$512,068.12

Grand Total: \$561,437.24

City of

CORCORAN

Police Department

FOUNDED 1914

CONSENT CALENDAR

ITEM #:2-C

August 7, 2015

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Surplus Equipment

Recommendation: (VV)

That council considers Resolution No. 2802 declaring certain city owned equipment as surplus and authorize the disposal or sale of it.

Discussion:

We have no more use for the listed equipment and are required to declare it surplus property before disposing of or selling it. The firearms listed will be sold to officers as they can only be owned by law enforcement.

Budget:

N/A

RESOLUTION NO. 2802

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

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

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

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

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

I hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the Corcoran City Council duly called and held on the 17th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Karla Cruz, City Clerk

EXHIBIT "A"

Vehicles

2002 Ford Crown Victoria...Vin#: 2FAFP71W22X115890
2004 Chevy Malibu.....Vin#: 1GIND52F34M680637
2004 Ford Crown Victoria...Vin#: 2FAFP71W44X116445
2004 Ford Crown Victoria...Vin#: 2FAFP71W04X116443
1999 Chevy Malibu.....Vin#: 1G1ND52J7X6258397

Firearms

Sig Sauer P250 .40 Cal.....SN: EAK192579
Sig Sauer P250 .40 Cal.....SN: EAK188653
Sig Sauer P250 .40 Cal.....SN: EAK185879
Sig Sauer P250 .40 Cal.....SN: EAK185877
Sig Sauer P250 .40 Cal.....SN: EAK185878
Sig Sauer P250 .40 Cal.....SN: EAK185874

Radios

Uniden	Bearcat	55007422
Motorola Astro	T99DX+163W	412ACQ1176
Motorola Astro	XTL5000	585CGM3790
Motorola Astro	T99DX+163W	412ACQ1182
Motorola Astro	T99DX+163W	412ACQ1173
Motorola Astro	T99DX+163W	412ACQ1185
Motorola Astro	T99DX+163W	412ACQ1179
Motorola Astro	T99DX+163W	412ACQ1184
Motorola Astro	T99DX+163W	412ACQ1177
Motorola Astro	(Head only)	
Motorola Astro	(Head only)	
(7) Speakers	Motorola	
(8) Mic	Motorola	

Computers / monitors

Computer	C2-3ZZXDN1
Computer	C1-1ZTC1G1
Computer	C1-38CX3C1
Computer	CI-H7CX3C1
Computer	C1-27973
Computer	C2-BBSWVL1
Computer	C2-8M75VG1

Computer	2UA5430KJW
Computer	C1-5724BB1
Computer	C2-9BSWVL1
Monitor	CN-0Y4299-71618-596-ADDP
Monitor	CN-OT6116-71618-5BM-AARX
Monitor	CN-0UH837-48220-68U-029V
Monitor	MX-0RT280-74262-7AA-1ARU
Monitor	MY-0H6304-47603-52F-AMXU
Monitor	CN-0C730C-71623-9C4-1671
Monitor	MY-0H6304-47603-52F-AMY1
Monitor	MX-0H6304-47605-566-A1BJ

City of

CORCORAN

Police Department

FOUNDED 1914

CONSENT CALENDAR
ITEM #:2-C

August 7, 2015

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Surplus Equipment

Recommendation: (VV)

That council considers Resolution No. 2802 declaring certain city owned equipment as surplus and authorize the disposal or sale of it.

Discussion:

We have no more use for the listed equipment and are required to declare it surplus property before disposing of or selling it. The firearms listed will be sold to officers as they can only be owned by law enforcement.

Budget:

N/A

RESOLUTION NO. 2802

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

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

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

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

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

I hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the Corcoran City Council duly called and held on the 17th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Karla Cruz, City Clerk

EXHIBIT "A"

Vehicles

2002 Ford Crown Victoria...Vin#: 2FAFP71W22X115890
2004 Chevy Malibu.....Vin#: 1GIND52F34M680637
2004 Ford Crown Victoria...Vin#: 2FAFP71W44X116445
2004 Ford Crown Victoria...Vin#: 2FAFP71W04X116443
1999 Chevy Malibu.....Vin#: 1G1ND52J7X6258397

Firearms

Sig Sauer P250 .40 Cal.....SN: EAK192579
Sig Sauer P250 .40 Cal.....SN: EAK188653
Sig Sauer P250 .40 Cal.....SN: EAK185879
Sig Sauer P250 .40 Cal.....SN: EAK185877
Sig Sauer P250 .40 Cal.....SN: EAK185878
Sig Sauer P250 .40 Cal.....SN: EAK185874

Radios

Uniden	Bearcat	55007422
Motorola Astro	T99DX+163W	412ACQ1176
Motorola Astro	XTL5000	585CGM3790
Motorola Astro	T99DX+163W	412ACQ1182
Motorola Astro	T99DX+163W	412ACQ1173
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Computer	CI-H7CX3C1
Computer	C1-27973
Computer	C2-BBSWVL1
Computer	C2-8M75VG1

Computer	2UA5430KJW
Computer	C1-5724BB1
Computer	C2-9BSWVL1
Monitor	CN-0Y4299-71618-596-ADDP
Monitor	CN-OT6116-71618-5BM-AARX
Monitor	CN-0UH837-48220-68U-029V
Monitor	MX-0RT280-74262-7AA-1ARU
Monitor	MY-0H6304-47603-52F-AMXU
Monitor	CN-0C730C-71623-9C4-1671
Monitor	MY-0H6304-47603-52F-AMY1
Monitor	MX-0H6304-47605-566-A1BJ

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7- A

MEMORANDUM

TO: Corcoran City Council

FROM: Baldomero Rodriguez, Public Works Director

DATE: July 23, 2015

MEETING DATE: August 17, 2015

SUBJECT: Consider approval of Resolution No. 2801 approving participation in California Office of Emergency Services (Cal OES) for Fiscal Year 2014-2015.

RECOMMENDATION: (Voice Vote)

Approve Resolution No. 2801: and that the Council authorizes the City Manager, Finance Director, Public Works 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 2014-2015, for the installation of electronic farebox systems on Transit Buses with the awarded grant amount of \$24,332. The CalOES project for electronic farebox system 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

RESOLUTION NO. 2801

**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 (CTSGBP); and

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

WHEREAS, the City of Corcoran received notification of project eligibility for FY 14-15 CTSGBP funds in an amount up to \$24,332 for retrofitting CAT buses with Electronic Farebox Systems, this system will allow CAT to keep accurate fare deposit records while passenger board bus as well as end of the day fare totals.; and

WHEREAS, the City of Corcoran recognizes that it is responsible for compliance with all Cal OES CTSGBP 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 CTSGBP funds from Cal OES and ensure continued compliance with Cal OES CTSGBP 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, Public Works 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 CTSGBP.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 17 day of August, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Karla Cruz, 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 17 day of August 2015, by the vote as set forth therein.

DATED: _____
Karla Cruz, City Clerk

Authorized Agent Signature Authority

FY 2014-15 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)

_____ Baldomero Rodriguez, Public Works 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)

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

Name of Applicant: City of Corcoran

Grant Cycle: FY 14-15 Grant Number: 6761-0002

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 CTSGP-CTAF funds. The Applicant certifies that projects approved for CTSGP-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: _____

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

(Cal OES Use Only)

Cal OES # _____ FIPS # _____ Grant # _____

**THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT AWARD FACE SHEET (Cal EMA 2-101)**

The California Governor's Office of Emergency Management Agency, hereafter designated Cal OES, hereby makes a Grant Award of funds to the following:

1. Grant Recipient: City of Corcoran		In the amount and for the purpose and duration set forth in this Grant Award.	
2. Implementing Agency: Public Works Department	2a. Congressional District: CD 21		
2b. State Senate District #: SD 16	2c. State Assembly District #: AD 32		
2d. Location of Project: Transit Buses	2e. Congressional District(s): CD 21		
3. Disaster/Program Title: Prop 1B Mass Transit 60%	4. Performance Period: 6/1/2016 to 3/31/2018		

Grant Year	Fund Source	A. State	C. Total	G. Total Project Cost
2014	5. PROP 1B	\$24,332		\$24,332
	6.			\$0
	7.			\$0
	8.			\$0
	9.			\$0
	10. TOTALS	\$24,332	\$24,332	10G. Total Project Cost: \$24,332

11. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

12. Federal DUNS Number: 074665555	13. Federal Employer ID Number: 94-6000316
14. Official Authorized to Sign for Applicant/Grant Recipient:	
Name: Valerie Bega	Title: Transit Coordinator
Telephone: (559)992-2177 FAX: (559)992-4338	Email: Valerie.bega@cityofcorcoran.com
Payment Mailing Address: 832 Whitley Avenue	City: Corcoran Zip + 4: 93212-2428
Signature:	Date: 6/8/2015

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer _____ Date _____ Cal OES Secretary (or designee) _____ Date _____

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

CONTACT INFORMATION

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

City of Corcoran

Additional Authorized Agent contact information	Authorized Agent's Name	Title	Mailing Address	City	State	Zip	Phone	Email
	Valerie Bega	Transit Coordinator	832 Whitley Avenue	Corcoran	CA	93212	(559)992-2177	valerie.bega@cityofcorcoran.com
	Kindon Meik	City Manager	832 Whitley Avenue	Corcoran	CA	93212	(559)992-2151 ext 229	kindon.meik@cityofcorcoran.com
	Baldomero Rodriguez	Public Works Director	832 Whitley Avenue	Corcoran	CA	93212	(559)992-2151 ext 262	Baldomero.Rodriguez@cityofcorcoran.com
	Soledad Ruiz-Nunez	Finance Director	832 Whitley Avenue	Corcoran	CA	93212	(559)992-2151 ext 268	soledad.ruiz-nunez@cityofcorcoran.com
	Contact's Name	Title	Mailing Address	City	State	Zip	Phone	Email
	Valerie Bega	Transit Coordinator	832 Whitley Avenue	Corcoran	CA	93212	(559)992-2177	valerie.bega@cityofcorcoran.com

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

PROJECT LEDGER

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook. **Warning!** Decimal usage is not allowed. Attempts to use decimals will prompt error message.

City of Corcoran

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete	Advance	
														Date) From: (Date) To:	Date & Initials (Prog. REP.):
1	A	Electronic Farebox Systems	PROP 1B	GA	Equip		24,332	-	-	-	24,332	24,332			
2							24,332								
3															
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THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

PROJECT DESCRIPTIONS

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

City of Corcoran

Project	State Investment Justification Goals and Objectives	Project Description	Need	Project Milestone & Justification
Project A	Investment Goal Objective	Electronic Farebox Systems	With electronic farebox systems there will allow CAT to keep accurate fare deposits records while passengers are boarding bus as well as end of the day fare totals.	At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project B	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project C	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project D	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

AUTHORIZED AGENT

CFDA #:

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City of Corcoran

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: Initial Application

This claim is for costs incurred within the grant expenditure period from _____ through _____ and does not cross fiscal years.

July 1, 2017 through April 1, 2018
(Beginning Expenditure Period Date) (Ending Expenditure Period Date)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Baldomero Rodriguez, Public Works Director

Printed Name and Title

Signature of Authorized Agent

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

AUTHORIZED AGENT

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City of Corcoran

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: Advance

This claim is for costs incurred within the grant expenditure period from _____ through _____ and does not cross fiscal years.

July 1, 2017 (Beginning Expenditure Period Date) through April 1, 2018 (Ending Expenditure Period Date)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Baldomero Rodriguez, Public Works Director

Printed Name and Title

Signature of Authorized Agent

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

City of

CORCORAN

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

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg: Community Development Director

DATE: August 11, 2015

MEETING DATE: August 17, 2015

SUBJECT: Review application for Public Convenience or necessity Taxicab & Vehicle driver License for Amigo Taxi.

Recommendation: Move to approve Resolution 2805 Public convenience and necessity and accept Amigo Taxi application for a Taxicab service in Corcoran.

Discussion: Bryant A, Sandoval is proposing to provide Taxi service to the City of Corcoran. Mr. Sandoval has applied to the City Council for a certificate (resolution) for public convenience and necessity as required in section 3-4-3 of Chapter 4 of Corcoran City Code. Mr. Sandoval provided the required insurance information and vehicle information to the Police Chief and the Community Development Director. If approved, the Police Department will inspect all vehicles that are used by Amigo on a yearly basis and as required.

Budget Impact: There is no negative impact to the City budget.

RESOLUTION NO. 2805

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
STATING THAT PUBLIC CONVENIENCE OR NECESSITY WOULD BE
SERVED BY THE ISSUANCE OF A TAXICAB SERVICE**

WHEREAS, the applicant, Bryant Sandoval, Amigo Taxi, applied for a Public Convenience and Necessity certificate for the operation of a taxicab service in the City of Corcoran; and,

WHEREAS, the applicant has submitted all required information regarding operation hours, vehicle type and insurance documents to the Corcoran Police Chief and the Community Development Director;

WHEREAS, the Corcoran Police Chief and the Community Development Director has reviewed the information submitted and have found the information to be true and in order; and

WHEREAS, the applicant has now applied to the Department of Alcoholic Beverage Control for an Off-Sale license; and

WHEREAS, the applicant has been informed of the requirements of annual, or as needed inspection by the Police Department; and

WHEREAS, the City Council finds that public convenience or necessity would be served by the issuance of a Certificate to Amigo Taxi for a taxicab service.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, the City Council hereby determines that the public convenience or necessity would be served by the issuance of a certificate to Amigo Taxi for a taxicab service.

PASSED AND ADOPTED by the City of Corcoran City council on this 17th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor: Jerry Robertson

ATTEST:

City Clerk: Karla Cruz

Date: August 17, 2015



Sent to Chief Clerk
2/10

832 Whitley Avenue,
Corcoran, CA 93212
(559) 992-2151

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TAXI SERVICE**

RENEWAL APPLICATION: []

BUSINESS NAME:	AMIGOS TAXI
MAILING ADDRESS:	8635 E. LACEY BLVD.
CITY/STATE/ZIP:	HANFORD, CA 93230
FED TAX ID #:	

APPLICANT'S NAME:	BRYANT SANDOVAL
HOME ADDRESS:	8635 E. LACEY BLVD.
CITY/STATE/ZIP:	HANFORD, CA 93230
TELEPHONE #:	(559)-817-7058

DATE OF BIRTH:	04-21-92	DRIVER'S LIC. #:	E2536683
MALE/FEMALE:	MALE	WEIGHT/HEIGHT:	230
EYE COLOR:	BROWN	HAIR COLOR:	BROWN

LIST EXPERIENCE IN TRANSPORTING PASSENGERS: (Attach additional sheets if necessary)

3 YEARS TRANSPORTING PASSENGERS IN MENDEZ BROS TAXI COMPANY IN HANFORD, CA.

DESCRIBE ROUT FOR EACH VEHICLE AND CORRESPONDING HOURS OF OPERATION:
(Attach additional sheets if necessary)

2004 LINCOLN TOWN CAR, 2003 LINCOLN TOWN CAR - BOTH VEHICLES WILL OPERATE IN THE CITY OF CORCORAN FOR TWELVE (12) HOURS A DAY, SIX (6) DAYS A WEEK.

PROVIDE INSURANCE INFORMATION AS REQUIRED UNDER CITY CODE, SECTION 3-4-4:

ALLIANCE UNITED INSURANCE COMPANY - FIESTA AUTO INSURANCE
588 N. 11TH AVE. HANFORD, CA 93230 (559)-415-6979
(ATTACHED SHEETS)

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

DESCRIBE ADDITIONAL FACTS WHICH SUPPORT REQUEST FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY: (Attach additional sheets if necessary)

Have you or any officer of the company ever been arrested and/or convicted for a violation of the traffic laws of either the State of California or the City of Corcoran? YES [] NO

If yes, how many times have you been arrested and/or convicted?

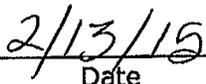
For each arrest and/or conviction, state the place where the arrest and/or conviction occurred?

Have you ever been convicted of a felony? YES [] NO

If yes, provide details as to what offense(s) you were convicted of, when offense(s) occurred, where offense(s) occurred and the date(s) you were convicted

I certify that the above information is correct to the best of my knowledge.


Applicant's Signature


Date

REQUIRED ATTACHMENTS: COPY OF INSURANCE POLICY, LIST OF VEHICLES & DRIVERS

(Additional documents may be requested)

FEE: ONE HUNDRED DOLLARS (\$100.00) Annual Renewal Required

Application For License For-Hire Vehicles Taxi Cab

Driver 1:

1. Name: Bryant Sandoval
2. Address: 8635 E. Lacey Blvd. Hanford, CA 93230
3. Company: Amigos Taxi
4. Phone: (559)-572-3777

Driver 2:

1. Name: Rene Sandoval
2. Address: 8635 E. Lacey Blvd. Hanford, CA 93230
3. Company: Amigos Taxi
4. Phone: (559)-817-7058

Description of Motor Vehicles:

Vehicle 1:

1. Trade Name: 2004 Lincoln Town Car
2. Serial Number: 1LNHM81W44Y640997
3. State License Number: 17033N1
4. Seating Capacity: 6
5. Body Style: TX

Vehicle 2:

1. Trade Name: 2003 Lincoln Town Car
2. Serial Number: 1LNHM84W63Y655284
3. State License Number: 31577R1
4. Seating Capacity: 6
5. Body Style: LM

Street Number And Location For Vehicles: 8635 E. Lacey Blvd. Hanford, CA 93230

Schedule of Rate/Fares To Be Charged For Carrying Passengers:

1. Charge For Flag Drop: \$3.00
2. Charge Per Mile: \$2.50
3. Charge For Standby Time: \$25.00 hr
4. Minimum Charge: \$5.00

Distinctive Color Scheme, Name, Monogram or Insignia That Will Be Used On Each Vehicle:

Vehicle 1:

1. Name: Amigos Taxi
2. Body Color: Gold
3. Color Lettering: Silver

Vehicle 2:

1. Name: Amigos Taxi
2. Body Color: Black
3. Color Lettering: Silver

Operation of Vehicles:

Twelve (12) hours a day and Six (6) days a week.



NAIC No. 10920	Broker 13031	Policy # MIL3239138
Broker Name and Address Fiesta Auto Insurance Center - CA059 568 N 11th Ave HANFORD, CA 93230 (559) 415-6979		Program Name Gold - Fiesta Select

Applicant Information			
Named Insured Mailing Address BRYANT ALEXIS SANDOVAL 8635 LACEY BLVD HANFORD, CA 93230-4800	Effective Date & Time 02/11/2015 05:42 PM PT	Expiration Date & Time 8/11/2015 12:01 AM PT	Payment Plan Recurring CreditCard
	Home Phone (559) 572-3777	E-mail Address	
Garaging Address (If Different) Same As Mailing Address			

All residents of your household who are 14 years of age and older and any person who regularly drives listed vehicles must be listed as a driver or excluded.

Driver Information - Name of all drivers (licensed or permitted) in household									
#	Name	Applicant	Date of Birth	Gender	Marital Status	Lic #	State	Date Licensed	SR
1	BRYANT ALEXIS SANDOVAL	Self	4/21/1992	M	S	E2536663	CA	4/21/2008	N
2	RENE SANDOVAL FELIX	Father	1/22/1970	M	M	A3917721	CA	1/22/1986	N

Accidents and Convictions within the past 36 months		
Driver #	Date	Description

Vehicle Information									
#	Year	Make	Model	VIN	Annual Mileage	Use	Symbol	Purchase Date	New/Used
1	2004	LINC	TWN CAR EXECUTIVE/SIG	1LNHM81W44Y640997	8500	Business	6-14-14		Used
2	2003	LINC	TOWN CAR EXECUTIVE L	1LNHM84W63Y655284	8500	Business	6-15-15		Used



California Insurance ID Card		If You Are In An Accident	
Alliance United Insurance Company PO Box 6042 Camarillo, CA 93011-6042 Policy Number Effective Date Expiration Date MIL3238138 02/11/2015 8/11/2015 (ID card valid only if coverage is in-force) Named Insured: Named Drivers: BRYANT ALEXIS SANDOVAL - BRYANT ALEXIS SANDOVAL 8635 LACEY BLVD - RENE SANDOVAL FELIX HANFORD, CA 93230-4800 Broker: Fiesta Auto Insurance Center - CA059 (559) 415-6979 Vehicle Information Year Make Model VIN # 2004 LINC TOWN CAR 1LNHM81W44Y840997 EXECUTIVE/SIC		1. Do not leave the scene. 2. Call the police to report the accident. 3. Call at (800) 508-5833. 4. Do not admit fault. Do not discuss the accident with anyone except the police and your representative. 5. Exchange information with the other driver. Ask for the following: * Name, address, driver's license number, and phone numbers of other drivers and witnesses. * Year, make, model, and license plate number of all vehicles involved. * Name of Insurance Company and policy number of other drivers.	

California Insurance ID Card		If You Are In An Accident	
Alliance United Insurance Company PO Box 6042 Camarillo, CA 93011-6042 Policy Number Effective Date Expiration Date MIL3238138 02/11/2015 8/11/2015 (ID card valid only if coverage is in-force) Named Insured: Named Drivers: BRYANT ALEXIS SANDOVAL - BRYANT ALEXIS SANDOVAL 8635 LACEY BLVD - RENE SANDOVAL FELIX HANFORD, CA 93230-4800 Broker: Fiesta Auto Insurance Center - CA059 (559) 415-6979 Vehicle Information Year Make Model VIN # 2003 LINC TOWN CAR 1LNHM84W83Y655284 EXECUTIVE/L		1. Do not leave the scene. 2. Call the police to report the accident. 3. Call at (800) 508-5833. 4. Do not admit fault. Do not discuss the accident with anyone except the police and your representative. 5. Exchange information with the other driver. Ask for the following: * Name, address, driver's license number, and phone numbers of other drivers and witnesses. * Year, make, model, and license plate number of all vehicles involved. * Name of Insurance Company and policy number of other drivers.	



City of

CORCORAN

A MUNICIPAL CORPORATION

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APPLICATION FOR TAXICAB VEHICLE & DRIVER LICENSE

(Owner/Operator)

All information requested herein is pursuant to Chapter 4, to Title 3 of the Corcoran Municipal Code.

Submit Application To: City Clerk

Corcoran City Hall, 832 Whitley Ave, Corcoran, CA 93212

Type or print legibly. Answer all questions completely.

Renewal Application []

BUSINESS INFORMATION

Business Name: Amigo Taxi Corcoran Business License# _____

Location of Business: 8635 E. Lacey Blvd Hanford CA 93230
Number Street City State Zip Code

Business Owner Information

Name: <u>Sondoval Rene</u>	Other Names Used: _____
Home Address: <u>1332 Autumn Ct Hanford Ca 93230</u>	
Home Telephone: <u>(559) 572 2777</u>	Business Telephone: () _____
Place of Birth: <u>Mexico</u>	DOB: <u>01/22/70</u>
Height: <u>5'05"</u>	Weight: <u>160</u>
Eye Color: <u>BRN</u>	Hair Color: <u>BLK</u>
CA Drivers License #: <u>A2917721</u>	Class: <u>C</u> Expiration Date: <u>01/22/2020</u>
Has your drivers' license ever been revoked or suspended? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If Yes, for what reason? _____	

Have you been previously convicted of a crime? Yes No

If Yes, please provide the following information:

Arrest Date: _____ Offense Charged/Convicted: _____

The Conviction was by: verdict plea of guilty plea of nolo contendere

Any additional arrests should be noted on a separate sheet of paper.

Describe the location and operation of your place of business, including any two-way communication system:

Location of business is in Hanford, CA at 8635 E. Lacey Blvd. The operation will be held at Corcoran, CA.

City Offices

of Permits Desired: 2

Vehicle # 1			
Make: <u>Lincoln</u>	Model: <u>Town Car</u>	Year: <u>2003</u>	
CA License Plate: <u>3P577R1</u>	VIN: <u>1LNHM84W63Y655284</u>		
Seating Capacity: <u>6</u>	Body Style: <u>LM</u>		
Hours/Days of Operation: <u>6am-6pm Monday-Saturday Sunday off</u>			
Distinctive Color Scheme, Name, Monogram or Insignia: <u>BLACK, AMT605 TAXI</u>			
Vehicle # 2			
Make: <u>Lincoln</u>	Model: <u>TOWN CAR</u>	Year: <u>2004</u>	
CA License Plate: <u>47033N1</u>	VIN: <u>1LNHM81W44Y640997</u>		
Seating Capacity: <u>6</u>	Body Style: <u>TX</u>		
Hours/Days of Operation: <u>6am-6pm Monday-Sat Sunday off</u>			
Distinctive Color Scheme, Name, Monogram or Insignia: <u>GOLD, AMT605 TAXI</u>			

Please use a separate sheet to provide the necessary information if more than 2 vehicles.

Describe your rate schedule and/or methodology for computing taxi service rates: Flag drop \$3.00 \$2.50 per mile, standby time \$25/hr minimum charge \$5.00
Describe facts which support request for certificate of public convenience and necessity: (Attach additional sheets if necessary)

Insurance Company: Alliance United Insurance Policy # M1L3239138
(Please attach proof of insurance)

I certify that all statements contained herein or submitted to the City of Corcoran as a part of this application are true, and I agree and understand that any misrepresentation or omission of facts contained in any material submitted as part of the application process is cause for denial, and punishable as perjury.

Signature: [Signature] Date: 07-8-15

City of

CORCORAN

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

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg: Community Development Director

DATE: August 10, 2015

MEETING DATE: August 17, 2015

SUBJECT: Resolutions 2803 and 2804 to approve California Home Financing Authority and Ygrene Energy Fund LLC as Corcoran's Property Assessed Clean Energy (PACE) financial Program provider and administrator that provides assistance in water conservation and energy efficiency.

Recommendation: That the City Council approve resolution 2803, consenting to inclusion of properties within the City's incorporated area in the CHF Community Facilities District No. 2014-1 (Clean Energy) to finance renewable energy generation, energy efficiency, water conservation and electric vehicle charging infrastructure and approving associate membership in CHF.

That the City Council approve resolution 2804 consenting to inclusion of properties within the incorporated area in the CHF PACE program to finance renewable energy generation, energy and water efficiency improvements and electrical vehicle charging infrastructure and approving associate membership in CHF.

Discussion:

California Home Finance Authority (CHF), which is in the process of formally changing its name to Golden State Finance Authority, has established two Property Assessed Clean Energy (PACE) financing programs for residential, commercial, industrial and agricultural properties to address high up-front cost for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall economy, reduce peak energy and water demands, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the programs administrator and to operate the Ygrene Works for California PACE financing program.

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 Community Facilities District. Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the CA. Gov. Code and particularly in accordance with sections 53313.5 (I) and 53328.1 (A), to allow the creation of Communities Facilities District (CFDs) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned property.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added chapter 29 to the Improvement Bond Act of 1911. This legislation authorizes cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

To participate in the PACE programs, the City of Corcoran must become an associate member of CHF (JPA Agreement Attached). Associate membership requires no dues or other cost to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an associate member.

The Council is being asked to pass two resolutions that would approve the following actions:

The first resolution authorizes the City of Corcoran to join the JPA as an associate member and permits property owners within the incorporated areas of the City to participate in the CHF SB555 Community Facilities District.

The second resolution also authorizes the City of Corcoran to join the JPA as an associate member and permits property owners in the incorporated areas of the city to participate in the CHF AB 811 Authority PACE programs

Each resolution also authorizes CHF (1) to accept applications from property owners in the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owner.

Only property owners who voluntary choose to participate in the programs will be subject either to assessment or special taxes, depending on which program CHF decides to implement.

Budget Impact:

The City incurs no financial obligation as a result of program participation. There is no cost to participate as an associate member of the JPA or by opting into the PACE programs. The City will have no administrative responsibilities, marketing obligations, or financial obligations with the PACE programs.

Frequently Asked Questions

What is Ygrene Works™?

Ygrene Works is the lowest cost PACE financing available to property owners enabling energy efficiency, renewable generation and water conservation improvements to homes and businesses throughout California.

What kinds of projects can be financed using the Ygrene Works™ program?

Ygrene Works provides funding for home or commercial property improvements that save energy or water or generate renewable energy. Literally thousands of products and services, along with associated installation costs, qualify for the program. The most commonly financed projects are solar systems, heating and air conditioning systems, windows, doors, roofing, insulation and duct work, pool pumps, water heaters, and water-saving measures.

What is the Golden State Finance Authority?

The Golden State Finance Authority (GSFA) is a California public entity and agency formerly known as California Home Finance Authority (CHF). As a joint powers authority formed under California state law, GSFA has the power to form districts consisting of member counties and cities that unite to fulfill authority goals. By the unanimous vote of its 33 member counties the GSFA Board of Directors formed the statewide PACE district through which Ygrene Works™ operates.

What is Ygrene Energy Fund?

Ygrene Energy Fund (YEF) is a private company based in Santa Rosa, California. The firm operates in several states, offering property tax secured financing that allows owners to fund environmentally beneficial improvements to homes, commercial and agricultural properties.

Why are GSFA and YEF offering the Ygrene Works™ program?

There are many advantages that accrue from the statewide scope of Ygrene Works™. With GSFA as the sponsor, cities and counties can achieve the many benefits of PACE—economic development, job creation, sustainability goals—without taking on the district formation and administration oversight associated with operating a PACE district. For property owners, especially larger commercial participants, the potential for improving their facilities throughout the state while utilizing a single financing program is very attractive. Contractors appreciate the ability to bring Ygrene Works™ financing to customers throughout their operating territories.

How does the Ygrene Works™ PACE program benefit my community?

Ygrene Works™ allows your city or county to bring best-in-class PACE financing to its constituents by providing 100 percent, no money down, tax-deductible project funding with the lowest rates and fees to residential and commercial property owners.

Why should my city or county join the Ygrene Works™ program?

Joining Ygrene Works™ is simple, with no costs, no ongoing staff time, and no legal or financial risks to your community. By offering Ygrene Works™ to your constituency, you make available the most flexible and affordable PACE program in California. The community will benefit from new jobs, increased economic activity, reduced energy and water use and achieved sustainability goals.

My community already has PACE financing, so why should we add the Ygrene Works™ program?

Activating Ygrene Works™ will expand the options available and ensure that your constituents have access to the lowest rates and fees available, the longest financing terms, and other unique features and benefits unavailable from other PACE programs. Ygrene is the only PACE program offering 100 percent financing for all eligible property types—residential, commercial, industrial and agricultural.





My jurisdiction is not a member of GSFA, so do we have to join GSFA to participate in Ygrene Works™?

If your county is not a member or associate member of GSFA, the opt-in resolutions passed by your Board of Supervisors will include associate membership in GSFA. Similarly, for cities that are not already members of GSFA, the opt-in resolutions passed by your City Council will include associate membership in GSFA. There is no cost in either case.

What is the process for my community to join the Ygrene Works™ program?

Joining Ygrene Works™ is fast and simple. The resolutions necessary to opt-in to the program can be approved at a single City Council or Board of Supervisors meeting and, if desired, included on your consent agenda. GSFA and Ygrene will provide samples of all required documents including sample staff reports and resolutions. Call 707-236-6608 to speak with a Ygrene Works™ advisor who will walk you through the process.

Is Ygrene Works™ an AB 811 or SB 555 PACE financing program? Does my community need to join both?

Ygrene Works™ is structured with maximum flexibility in mind for GSFA, its members and all communities throughout California. The program is comprised of both AB 811 and SB 555 districts; however, the goal is to offer PACE financing utilizing a single, statewide district. By approving the program with both districts included, your community will be able to make Ygrene financing available immediately following validation.

Is taxpayer money used to fund the Ygrene Works™?

Ygrene Works™ does not rely on or use any public funding. Ygrene's financial partners provide all project funding for the program. The funding is repaid through the annual property tax payments made by participating property owners.

When will the Ygrene Works™ program begin operations in my community?

The earliest that Ygrene Works™ will be available in your community is approximately May 1. If your Board or Council approves the program after that date, then Ygrene Works™ can launch within 30 days of your approval.

Can our city or county work with Ygrene to develop a program tailored to our community?

Yes, Ygrene Works™ with our local partners to understand how your community is unique and welcomes your suggestions for how we can best reach your constituents. Program materials can be co-branded with your city or county, and communities can include program information on their websites and other pertinent materials. The Ygrene Works™ program is easily integrated with other energy efficiency and water conservation programs and utility rebate programs.

Are there any costs or risks to my community from Ygrene Works™ program participation?

No. There is zero cost and no legal or financial risk to your city or county as a result of offering the Ygrene Works™ program in your community. Ygrene pays all costs of program administration, staffing, and marketing, and provides all project funding. No taxpayer funds of any kind are involved. Only those owners who voluntarily elect to utilize Ygrene Works™ to finance improvements to their property incur any costs.

How much staff time is required for my community to join the program, and what are our obligations after the program launches?

Ygrene Works™ is designed to provide a true turnkey operation with no ongoing administrative responsibilities for your city or county staff. GSFA and Ygrene provide sample reports and opt in resolutions for use by staff in putting the item before your City Council or Board of Supervisors. Once Ygrene Works™ is operating in your community, Ygrene administers all aspects of the program.

For more information call 707.236.6608 or email: Info@Ygrene.us



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RESOLUTION NO. 2803

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Corcoran is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City of Corcoran wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City of Corcoran will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor: Jerry Robertson

ATTEST:

City Clerk: Karla Cruz

Date: August 17, 2015

RESOLUTION NO. 2804

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Corcoran is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City of Corcoran wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached

as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City of Corcoran will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor: Jerry Robertson

ATTEST:

City Clerk: Karla Cruz

Date: August 17, 2015

Exhibit A
JPA Agreement
[to be inserted]

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or **"Project"** means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

**ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT
ITEM #: 7-E

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: August 13, 2015

MEETING DATE: August 17, 2015

SUBJECT: Fire services agreement with Kings County.

Recommendation:

Update on fire services agreement with Kings County.

Discussion:

On July 29, 2015 the City met with representatives from Kings County to further discuss the fire services agreement. The City reiterated the financial constraints on the General Fund and its request for the County to provide the level of services that corresponds to the City's allocation and the availability of funds derived from property tax assessments.

As a follow up to the meeting, the City requested information from the County regarding incident calls for Station 11. A five year summary is attached for Council review.

Staff requests further direction from the Council.

Budget Impact:

The contract with Kings County for fire services is funded from the City's General Fund. The final agreement with the County will determine the full impact to the City.

Attachments:

Summary of incident calls by category.

City Offices

Kings County Fire Incident Summary 2010-2015

#	Incident Type	2010-11	2011-12	2012-13	2013-14	2014-15
1	Fire	86	110	86	78	74
2	Overpressure Rupture, Explosion, Overheat (no fire)	1	0	1	1	1
3	Rescue & Emergency Medical Service Incident	697	652	689	853	900
4	Hazardous Condition (No Fire)	30	25	30	23	29
5	Service Call	64	37	49	52	58
6	Good Intent Call	61	74	98	126	146
7	False Alarm & False Call	37	26	49	38	59
8	Severe Weather and Natural Disaster	1	2	0	1	0
	Total Incidents	977	926	1002	1172	1267