

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

City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212

*Tuesday, April 12, 2016
5:30 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 special meeting of March 15, 2016.
 - 2-B. Authorization to read ordinances and resolutions by title only.
 - 2-C. Consider approval of Resolution 2834 HERO Program.
 - 2-D. Consider approval of Resolution 2835 CFMA PACE Program.
 - 2-E. Consider approval of Resolution 2836 Fig Tree PACE Program.
 - 2-F. Approve contract with Dr. Ken Caves as City's representative for employer-bargaining group negotiations.
 - 2-G. Consider approval of Resolution No. 2831 authorizing the federal funding under FTA section 5311 (49 U.S.C. Section 5311) with California Department of Transportation and delegating authority to execute all necessary documents.
 - 2-H. Approve Proclamation 2016-05 honoring Coach Doug White.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated April 12, 2016. *(Ruiz-Nunez) (VV)*

4. **PRESENTATIONS:**
 - 4-A. Fiscal Year 2014-2015 audit report presented by Fausto Hinojosa of Price Paige and Company.
 - 4-B. Presentation by Dan Bergman of IGService on 2016 water rate study.

5. **PUBLIC HEARINGS**
 - 5-A. Public Hearing to obtain comment on 2016-2024 Housing Element and consider adoption of Resolution 2832 regarding Housing Element *(Tromborg) (VV)*

6. **WRITTEN COMMUNICATIONS:** – None

7. **STAFF REPORTS**
 - 7-A. Sludge Agitation Project *(Rodriguez) (VV)*
 - 7-B. Consider approval of Resolution 2833 establishing a paid sick leave policy pursuant to Assembly Bill 1522 for part-time employee *(Meik) (VV)*
 - 7-C. Consider submittal of Sustainable Energy Roadmap to Strategic Energy Innovations and to upload onto City website. *(Tromborg) (VV)*
 - 7-D. Establish a part-time Maintenance Worker classification. *(Meik) (VV)*
 - 7-E. Corcoran Police Department 2015 Annual Report *(Shortnacy)*
 - 7-F. Consider Resolution No. 2837 implementing a two-day watering schedule in response to State conservation efforts. *(Meik) (VV)*
 - 7-G. Authorize City Manager to sign agreement with NHA Advisors for the water bond refinancing project. *(Meik) (VV)*

8. **MATTERS FOR MAYOR AND COUNCIL**
 - 8-A. Information Items
 - 8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
 - 8-C. Committee Reports

9. **CLOSED SESSION**

9-A. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – Deciding whether or not basis exists for closed session for anticipated litigation (Government Code § 54956.9(d)(3)).

9-B. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – Deciding whether or not basis exists for closed session for anticipated litigation (Government Code § 54956.9(d)(3)).

9-C. **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): 1000 Chittenden Ave.
Our Negotiator: Kindon Meik Parties with whom negotiating: _____
Instructions to negotiator concerning: Price Terms of payment.

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on April 7, 2016.



Kindon Meik, Acting City Clerk

AGENDA
CORCORAN CITY COUNCIL
SPECIAL MEETING
CITY COUNCIL CHAMBERS
1015 CHITTENDEN AVENUE
March 15, 2016, 12:45 P.M.

The special session of the Corcoran City Council was called to order by Mayor Robertson, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 12:46 P.M.

ROLL CALL

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

Councilmembers absent: Mark Cartwright

Staff present: Karla Cruz, Kindon Meik, Soledad Ruiz-Nuñez, and Baldomero Rodriguez

Press present: Jeanette Todd, "The Corcoran Journal"

2. PUBLIC DISCUSSION – None

3. CONSENT CALENDAR

Following Council discussion a **motion** was made by Palmerin and seconded by Wadsworth to approve Consent Calendar. Motion carried by the following vote:

AYES: Sidonio Palmerin and Jim Wadsworth and Jerry Robertson

NOES: None

ABSENT: Mark Cartwright

ABSTAIN: Raymond Lerma

2-A. Approval of minutes of the City Council regular meeting of March 7, 2016.

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

4. STAFF REPORTS

4-A. Following Council discussion a **motion** was made by Lerma and seconded by Wadsworth to approve consultant service agreement with Interstate Gas Services (IG Services) for the water rate study and administrative overhead allocation study.

AYES: Raymond Lerma, Sidonio Palmerin, Jim Wadsworth and Jerry Robertson

NOES: None

ABSENT: Mark Cartwright

4-B. Following Council discussion a **motion** was made by Wadsworth and seconded by Lerma authorizing the financial advisor to move towards a fixed rate structure option for the refunding of the 2008 Variable Rate Demand Certificates of Participation (2008 COPs).

AYES: Raymond Lerma, Sidonio Palmerin, Jim Wadsworth and Jerry Robertson

NOES: None

ABSENT: Mark Cartwright

5. CLOSED SESSION - None

ADJOURNMENT

_____ P.M.

Jerry Robertson, Mayor

Kindon Meik, Acting City Clerk

APPROVED DATE: _____

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CONSENT CALENDAR

ITEM #: 2-C

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg: Community Development Director

DATE: April 4, 2016

MEETING DATE: April 12, 2016

SUBJECT: Adopt Resolution 2834 Consenting to the Inclusion of Properties within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to a Certain Joint Powers Agreement Related Thereto.

Recommendation: Adopt the attached Resolution authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties.

Discussion: Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

Since 2011, the HERO Program has helped more than 50,000 property owners make more than \$1.2 billion in improvements to their homes which reduce energy and water consumption, saving homeowners over \$2.1 billion in estimated future utility costs and more than 3 billion gallons of water. Adopted in 375 California communities, more than 10,500 local jobs have been created as a result of HERO.

Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, without incurring prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

The benefits to the City include:

- The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order that the California HERO Program may be offered to the owners of property Increase local jobs.

- As in conventional assessment financing, the City is An increase in housing prices (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue
- not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- The City can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the City would require.

Located within the City who wish to participate in the California HERO Program.

Budget Impact: There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

RESOLUTION NO. 2834

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("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 April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, 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 (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; 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 California HERO Program would promote the purposes cited above; and

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

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of CORCORAN as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City 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 California HERO 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 California HERO Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the California HERO 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 California HERO 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 the JPA Amendment and authorizes the execution thereof by appropriate City officials.

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

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 Executive Committee.

PASSED AND ADOPTED at a regular meeting of the Corcoran City Council held 12th day of April, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Jerry Robertson, Mayor

ATTEST:

Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

I, Kindon Meik, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 12th day of April 2016, by the vote as set forth therein.

DATED: April 12, 2016

Kindon Meik, Acting City Clerk

EXHIBIT A

AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING CITY OF CORCORAN AS AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 12TH day of April, 2016, by City of CORCORAN (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, 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 “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program designated as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Notwithstanding the foregoing, City may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities,

losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

Kindon Meik
City Manager
City of Corcoran
832 Whitley Avenue,
Corcoran, CA 93212

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____

Date: _____

Name: _____

Title: _____

CITY OF CORCORAN

By: _____

Date: _____

Name: Kindon Meik

Title: City Manager

California

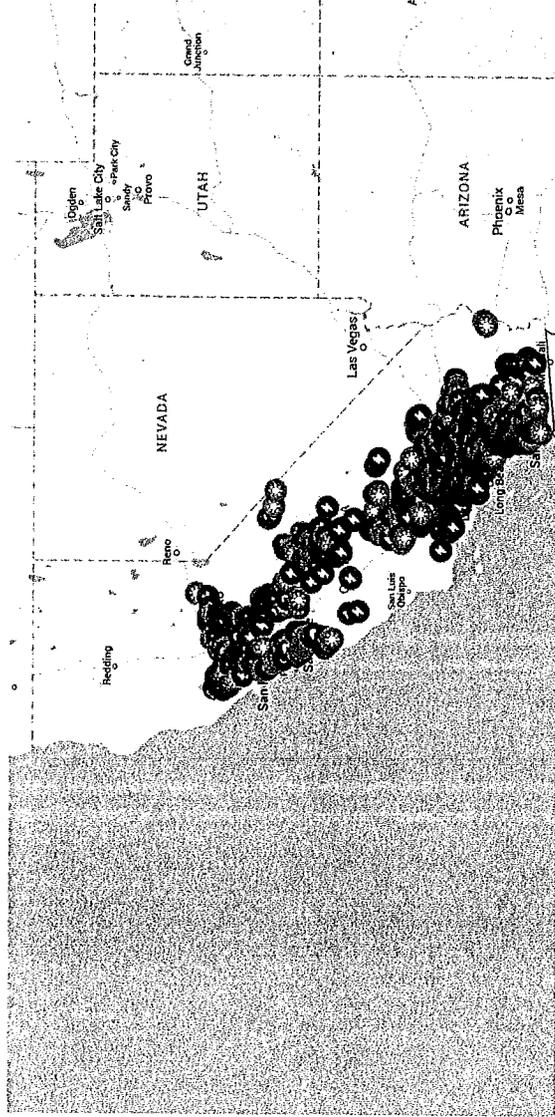
01/01/2011 - 02/09/2016
Report Range

12/14/2011
HERO Launch Date

8,116,537
Housing Count

Lifetime Impact

59,889 Projects Completed
\$1,237,509,939 Funded Projects
8,097,327,976 kWh Energy Saved
2,190,220 tons Emission Reduced
10,508 Jobs Created
\$2,143,253,363 Economic Stimulus
3,095,219,670 gal Water Saved



Type	Improvements *	Bill Savings
⚡ Energy	74,866	\$872,749,244
☀️ Solar	31,354	\$1,340,405,552
💧 Water	4,072	\$27,888,935

🔗 Improvements for multi-type projects are included in the counts above.
 * A single project can contain multiple improvements (e.g. Solar and HVAC).

Learn more about what these numbers represent at
<https://www.herogov.com/faq>



📞 855-HERO-411

✉️ gov@heroprogram.com

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

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg, Community Development Director

DATE: April 4, 2016

MEETING DATE: April 12, 2016

SUBJECT: Consideration of Resolution 2835, consenting to the inclusion of properties within the City limits in the California Municipal Finance Authority (CMFA) Pace Program; Authorizing The CMFA To Accept Applications From Property Owners, Conduct Contractual Assessment Proceedings And Levy Contractual Assessments Within The City of Corcoran; Authorizing The City To Join CMFA; And Authorizing Related Actions; Authorizing, and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority.

Recommendation:

Approving, authorizing, and directing execution of a Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority; Consider approval of Resolution 2835 consenting to the inclusion of properties within the territory of the City of Corcoran in the CMFA Pace Program; Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City of Corcoran; authorizing the City To Join CMFA; and authorizing related actions.

It is recommended that the City Council adopt a resolution related to the City's participation in the California Municipal Finance Authority ("CMFA") Property Assessed Clean Energy ("PACE") Program:

- 1) Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions;
- 2) Authorizing the Mayor or City Manager or designee thereof to execute the Joint Exercise of Powers Agreement to join CMFA; and

- 3) Authorizing the Mayor or City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

Background:

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 200 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity (“E3”) and PACE Funding, are offering PACE financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

Analysis of the Joint Exercise of Powers Agreement:

In order for the CMFA to have the authority to provide PACE financing in the City, it is necessary for the City to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by a designated signatory of the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. The Joint Exercise of Powers Agreement

expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA.

Analysis of the PACE Program:

Staff has determined that participation in this program is a cost effective means of offering property owners the opportunity to make energy and water efficiency retrofits to their property and create new local jobs. Property owners will repay the financing as a charge on their property tax bill over a period of years.

The benefits to the property owner include:

- Access to funds for home improvements: In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.
- Savings: Renewable energy, energy efficiency, and water conservation improvements help lower utility bills.
- Payment obligation is tied to the property: The debt should not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.
- Voluntary: Property owners choose to participate in the program at their own discretion.
- Repayment obligation matched to the useful life of the financed improvements: The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to thirty-nine (39) years.
- Prepayment options: Property owners can pay off the assessments at any time; however, there may be applicable prepayment penalties, and the program administrators review these terms with prospective participants.
- Improved quality of life: Residents benefit from improvements, such as more effective cooling provided by new air conditioning units and less outside noise when new double-paned windows are installed.

The benefits to the City include:

- The City is not obligated to repay the bonds issued by CMFA or to pay the assessments levied on the participating properties. The City will not incur any cost or involvement, and there are no administrative responsibilities, marketing obligations, or financial exposures to the City.
- The CMFA and its Program Administrators handle all assessment administration, bond issuance and bond administration functions.

The proposed Resolution authorizes the CMFA to accept applications from owners of property within our territory for municipal financing of authorized improvements through the CMFA Program. It also authorizes The CMFA to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City.

Budget Impact:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Programs.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that that a portion of the issuance fee will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. A similar amount will be donated by the CMFA to a non-profit organization in the City.

Attachments:

- 1) Resolution 2835 to approve the CMFA Joint Exercise of Powers Agreement and to join the CMFA PACE Program
- 2) CMFA Joint Exercise of Powers Agreement

RESOLUTION NO. 2835

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
APPROVING, AUTHORIZING, AND DIRECTING
EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY;
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY
OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY PACE
PROGRAM; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE
AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS,
CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY
CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND
AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California (the "Members"), formed pursuant to a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to its Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, Corcoran (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority has established its CMFA PACE Program (the "Program") to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Program and the issuance of bonds from time to time; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Program and to allow the Authority to conduct

assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Program shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Program and issue any bonds issued in connection with the Program; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran as follows:

Section 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the Mayor or City Manager, or the designee thereof, is hereby authorized and directed to execute said document, and the City Clerk or such clerk's designee is hereby authorized and directed to attest thereto.

Section 3. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Program within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 4. In connection with the Program, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Program.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Program available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with

any other staff persons chosen by the Mayor or City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Program: Kevin Tromborg, Director of Community Development.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Program.

Section 7. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 8. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Anthony Stubbs.

PASSED AND ADOPTED at a regular meeting of the Corcoran City Council held 12th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Jerry Robertson, Mayor

ATTEST:

Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

I, Kindon Meik, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 12th day of April 2016, by the vote as set forth therein.

DATED: April 12, 2016

Kindon Meik, Acting City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said

Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the

Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, 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 nor the faith and credit of the Authority shall be pledged to the payment of the principal

of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case 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 such 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 county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A 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 so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of 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 Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith 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 the conduct of such person 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.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

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 other Members.

Section 20. Miscellaneous.

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.

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.

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

This Agreement shall be governed under the laws of the State of California.

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

IN WITNESS WHEREOF, the City of Corcoran has caused this Agreement to be executed and attested by its duly authorized representatives as of the 12th day 2016.

Member:

CITY OF CORCORAN

By _____
Name: Kindon Meik
Title: City Manager

ATTEST:

City Clerk

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CONSENT CALENDAR

ITEM #: 2-E

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg: Community Development Director

DATE: April 4, 2016

MEETING DATE: April 12, 2016

SUBJECT: Resolution 2836 California Enterprise Development as a PACE program provider.

Recommendation:

Adopt Resolution 2836 joining the California Enterprise Development Authority (CEDA) as an Associate Member and authorizing CEDA, through Figtree Financing, to offer their program and levy assessments within the City of Corcoran.

Discussion:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

Figtree is one of the leading private PACE financing companies operating in the United States today. Over 100 municipalities throughout California have already joined the Figtree program which is offered through its JPA partner the California Enterprise Development Authority (CEDA). Together Figtree and CEDA offer the program as a complete turn-key PACE solution without cost to the city. Furthermore, Figtree has agreed to provide indemnification to the City for its participation.

The Figtree PACE program provides 100% upfront financing to residential and commercial property owners for a wide range of eligible property improvements. Repayment is made through an owner's annual property payment with flexible repayment terms ranging from 5 to 20 years. PACE may also allow payments to be passed on to a new property owner if the property is sold before the PACE financing is paid in full.

By encouraging City residents and business owners to use energy and water more efficiently, and by developing and supporting renewable energy to power buildings, the Figtree PACE program supports the City's ongoing efforts to bolster the local economy, create new green jobs, and improve quality of life. Adopting the Figtree PACE program also supports the City's climate action plan goals and by helping our residents secure a more sustainable future.

The item before City Council tonight is to consider adopting the Figtree PACE Financing Program to allow both residential and commercial property owners in the City to voluntarily place assessment liens on their property for the purpose of installing energy efficiency and conservation, water efficiency and conservation and renewable energy generation upgrades.

The Figtree Program is being proposed to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. The Figtree program is offered through the California Enterprise Development Authority (CEDA), created by the California Association for Local Economic Development (CALED). There are currently over 100 cities and counties participating in the Figtree PACE program.

If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by CEDA. The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes.

Non-Exclusivity of the Figtree PACE Program

Another important factor to note regarding the proposed Figtree Program is that it is completely non-exclusive; meaning other viable PACE programs would be allowed to operate in the City. There are other PACE programs currently being developed and in varying stages of implementation and it is important to note that adoption of the Figtree Program would not preclude the City from implementing other programs. The inclusion of competing programs would provide greater options and potentially greater benefits to the property owners in the City. When these other viable programs are ready to be implemented, they may be brought before Council for consideration.

FHFA Issues

In July 2010, the Federal Housing Finance Agency (FHFA) announced its opposition to PACE financing programs. FHFA's rationale for opposing PACE programs is based on the senior lien status afforded by California law to PACE transactions. In the event of a default, borrowers could be required to repay PACE lenders prior to repaying their original mortgage lenders. FHFA fears that this priority in repayment could make mortgages on properties participating in PACE more risky for mortgage lenders. Since 2010, the State of California in conjunction with PACE providers has taken several actions to ensure PACE does not pose a risk to the mortgage industry.

To address these concerns, Figtree incorporates the following measures and requirements into its residential PACE program:

- **Maintains a 15 Percent Equity Requirement:** Maintaining minimum equity requirements for participating property owners limits the risk lenders by ensuring there is sufficient equity in the property from which a PACE assessment can be paid in the event of default. This equity cushion ensure both lenders and PACE programs will be able to recover their investments.
- **Limits Assessments to 10 Percent of Property Value:** Limiting the assessment amount is another way to limit the risk to lenders. Combined with equity requirements, the 10% limitation provides a great deal of protection to lenders.
- **Evaluates Past Payment History:** Looking at a property owners past property tax payment history screens out many of the property owners who are likely to default on their property tax payments in the future. This screening also reduces the risk exposure to both PACE bondholders and mortgage lenders.
- **Checks Borrower Credit Histories for Bankruptcies:** Again, this type of screening eliminates from eligibility property owners who are likely to default on their property tax payments in the future.

Will Participate in California's Loan Loss Reserve Program: The State's Loan Loss Reserve Program will provide additional protection to mortgage lenders for any lost cash outflows as a result of PACE assessment payments. Figtree will participate in the Loan Loss Reserve Program as soon as Figtree's statewide residential program launches in 2015. Figtree also suggest the County's PACE program join this reserve program.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

Budget Impact:

The intent of the Figtree Program is to provide a "turn-key" operation with no City funds required and very limited staff time necessary. There will be no monetary impact to the City's budget; however, minimal staff time will be required to assist with the implementation of the program.

Attachment:

Resolution 2836
 Associate Membership Agreement
 CEDA Resolution of Intention
 Indemnification Agreement

RESOLUTION NO. 2836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF CORCORAN; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Corcoran, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual

assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corcoran, hereby finds, determines and declares as follows:

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. Good Standing. The City is a municipal corporation and in good standing.

Section 5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other

applicable provisions of California law in order to accomplish the valid levy of assessments; and

- (3) The City will not be responsible for conducting any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 10. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

Section 11. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: [Kevin Tromborg, Community Development Director].

Section 12. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 14. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED AND ADOPTED this 12th day of April, 2016 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Jerry Robertson, Mayor

ATTEST:

Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

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

I, Kindon Meik, Acting City Clerk of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No. 2837 duly passed by the City Council of the City of Corcoran at a regular meeting thereof held on the 12th day of April 2016, by the vote as set forth therein.

DATED: April 12, 2016

ATTEST:

Kindon Meik, Acting City Clerk

ASSOCIATE MEMBERSHIP AGREEMENT
by and between the
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
and the
CITY OF CORCORAN, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of April 6, 2016 by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF CORCORAN, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Helen Schaubmayer, Asst. Secretary

CITY OF CORCORAN, CALIFORNIA

By: _____
Jerry Robertson, Mayor

Attest:

Kindon Meik, Acting City Clerk

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT
AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY
EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE
CITY OF CORCORAN**

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the City of Corcoran (the “City”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most

commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.

- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the

Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on a date to be determined once this Resolution is adopted, for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the

Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 201_.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

INDEMNIFICATION AGREEMENT

BY AND BETWEEN

THE CITY OF CORCORAN AND

FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Corcoran, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "City") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THERFORE, in consideration of the above premises and of the City's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the City:

City of Corcoran
City Hall
832 Whitley Avenue
Corcoran, CA 93212
Attn: Kindon Meik

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of City's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

City of Corcoran

By _____
Name: Kindon Meik
Title: City Manager

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Mahesh Shah
Title: CEO

Date: _____

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: April 6, 2016

MEETING DATE: April 12, 2016

SUBJECT: Approve contract renewal with Caves & Associates for employer-bargaining group negotiations.

Recommendation:

Approve contract renewal with Caves & Associates for Dr. Ken Caves to continue as the City's representative in employer-employee relations.

Discussion:

The current contract with Caves & Associates expires on June 30, 2016. Staff is requesting a two year renewal of the contract.

Budget Impact:

Basic contract provisions will be unchanged. Costs are distributed among all City departments.

Attachments:

Agreement for special services with Caves & Associates

City Offices

CAVES & ASSOCIATES
Management Consultants – Labor Relations

Kenneth W. Caves, Ed.D

P.O. Box 889
Springville, CA 93265
559-539-5177
559-269-5431 (cell)

March 9, 2016

Kindon Meik, City Manager
City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

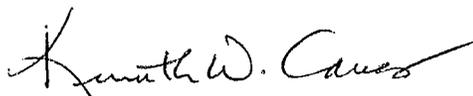
Dear Kindon:

The Agreement for Special Services between the City of Corcoran and the firm of CAVES & ASSOCIATES is due to expire on June 30, 2016. I am very interested in continuing as the City's representative in Employer-Employee Relations for the City's Bargaining Units.

Enclosed is a proposal that would continue a client relationship through and including June 30, 2018, a twenty-four month period. I have proposed a continuation of the basic contract provisions that have been in place over the past years.

If you or any member of the staff or Council has any questions, I would be happy to schedule a session with you and the Council at a mutually agreeable time. I hope that you look upon this proposal with favor. I look forward to continuing to work with the City of Corcoran.

Sincerely yours,



Kenneth W. Caves
CAVES & ASSOCIATES
Attachment: Proposed Agreement For Special Services

AGREEMENT FOR SPECIAL SERVICES

This is an Agreement between the City Manager, CITY OF CORCORAN hereinafter referred to as the "City", and the firm of CAVES & ASSOCIATES, hereinafter referred to as "Consultant", entered into as of the date of execution.

RECITALS

The City or its designated representative is required to meet and confer with bargaining agents pursuant to the Meyers-Milias-Brown (MMB) Act.

Consultant has experience and expertise in meeting with bargaining units.

NOW, THEREFORE, the parties to this Agreement mutually agree as follows:

1. The City hereby designates Consultant as its representative to the meet and confer process with its Police and General Employees bargaining units and to make use of Consultant's expertise when dealing with all employee groups, organizations and/or units pursuant to the Meyers-Milias-Brown Act.
2. Consultant agrees to render all necessary and reasonable services to the City regarding employer/employee relations in accordance with directions as stipulated by the City during the period beginning July 1, 2016, and ending June 30, 2018. Said duties shall include, but not be limited to:
 - A. Act as the City's Representative to the City's Police, Non-Management, Clerical and Related, and General Employee bargaining units at the direction of the City Manager.
 - B. Attend all meetings as needed between the City and its Police, Non-Management, Clerical and Related, and General Employee bargaining units at the direction of the City Manager.
 - C. Reasonable attendance at closed and regular City Council meetings that concern matters of the meet and confer process, as directed by the City Manager.
 - D. Reasonable attendance at specified planning sessions of the Management Team, as directed by the City Manager.
 - E. Provide expert advice to the City regarding all matters concerning the meet and confer process.
 - F. Act as the City's advisor in all mediation procedures, at the direction of the City Manager.
 - G. Assist the City in planning and providing in-service training for Management Team members on subjects of employer-employee relations, at the direction of the City Manager.

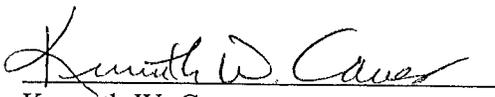
Agreement for Special Services - CAVES & ASSOCIATES

- H. Advise & represent the City in the processing of grievances, as requested by the City Manager.
3. City shall compensate consultant as follows:
- A. The City agrees to pay the Consultant for Services rendered under this Agreement the sum of Twelve Thousand Two Hundred Eighty Five Dollars payable in monthly payments of Five Hundred Eleven Dollars and Eighty-eight cents (\$511.88) for a minimum of Seventy Seven (77) Hours during the contract period. Payments are due and payable on or before the twentieth day of each month. Payment shall be made monthly on the basis of invoices submitted to the City. Payments not made in a timely fashion may be subject to a finance charge, which shall be no greater than rates charged by regional banking institutions.
 - B. Services, if any, rendered by the Consultant in excess of the Seventy Seven (77) Hour Minimum provided for in this Agreement, shall be invoiced to the City and paid to the Consultant on a monthly basis at the rate of \$160.00 per hour.
 - C. Non-clerical expenses incurred by the Consultant in the performance of activities requested by the City shall be reimbursed by the City upon presentation of appropriate invoices.
4. In addition to Consultant services enumerated above, the Consultant shall during the term of this Agreement, render at City request, supplementary Consultant services under terms and conditions that are mutually acceptable to the parties. Upon mutual consent of both parties, representation to other bargaining units may be added to the Agreement at the annual and/or hourly retainer rate that is mutually acceptable to both parties.
5. It is expressly understood and agreed to by both parties that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below:

Date: March 9, 2016

Date: _____


Kenneth W. Caves
CAVES & ASSOCIATES

Kindon Meik
CITY MANAGER, CITY OF CORCORAN

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

CONSENT CALENDAR
ITEM #: 2-G

MEMORANDUM

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: April 4, 2016

MEETING DATE: April 12, 2016

SUBJECT: 5311 Operating Assistance, and Certifications and Assurances

RECOMMENDATION: (Voice Vote)

That the Council authorizes the City Manager to sign on their behalf for the Federal Fiscal Year 2016 FTA Certifications and Assurances Signature Page committing the Council and City of Corcoran to comply with all Federal Statutes, Regulations, Executive Orders, and Federal Requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2016.

DISCUSSION:

Before the FTA can award a Federal grant or agreement, the applicant must submit all certifications and assurances pertaining to itself and its project or projects as required by Federal laws and regulations.

Since 1995, FTA has consolidating the various certifications and assurances that may be required into a single document for publication in the Federal Register.

The City of Corcoran uses FTA funding for its Transit service. This includes funding for operation, expansion of services and capital improvements. Because of these applications and contracts, the City is required to file the attached certifications and assurances.

Through FTA 5311, the City of Corcoran's Transit Division will receive \$152,427 in Operating Assistance

City Offices:

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

BUDGET IMPACT:

None, these certifications, and assurances are required in order to obtain the Federal Funds the City of Corcoran's Transit Division uses for its operation.

ATTACHMENTS:

Certifications and Assurance
Authorizing Agent Form
Resolution

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**Application Certification
Authorized Agent
DRMT Federal Programs Application**

APPLICANT: City of Corcoran

FTA Program: FTA 5311

Fiscal Year: 2016

I hereby certify that I am the authorized signee for the above listed application. I also hereby certify that I have reviewed the organizational information and application forms submitted in the Black Cat system and all statements, information, and representation made are true and correct to the best of my knowledge. I also hereby certify that adequate local share as described in herein will be available to execute this project(s).

Please Enter Name & Title of Authorized Signee Below:

Name: Kindon Meik

Title: City Manager

Sign Here: _____ Date: _____

Name: Soledad Ruiz-Nunez

Title: Finance Director

Sign Here: _____ Date: _____

Name: Valerie Bega

Title: Transit Coordinator

Sign Here: _____ Date: _____

City Offices:

RESOLUTION NO. 2831

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C.
SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
DELEGATING AUTHORITY TO EXECUTE ALL NECESSARY DOCUMENTS**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1f and FTA C 9050.1); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation project for the general public for the rural transit an intercity bus; and

WHEREAS, the City of Corcoran desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Kings County; and

WHEREAS, the City of Corcoran has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

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, Finance Director, Public Works Director, and or Transit Coordinator be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and / or any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 12th day of April, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

I, Kindon Meik, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 12th day of April 2016, by the vote as set forth therein.

DATED:

Kindon Meik, Acting City Clerk

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the Certifications and Assurances selected on its behalf. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
 - a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
 - b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
 - c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
 - d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
 - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
 - g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
 - h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified.
 - b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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,
 - (2) Violation of any federal or state antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - c. It is 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 listed in the preceding subsection 2.b of this Certification.
 - d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
 - f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a federal official.

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- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - (a) Debarred from participation in any federally assisted Award,
 - (b) Suspended from participation in any federally assisted Award,
 - (c) Proposed for debarment from participation in any federally assisted Award,
 - (d) Declared ineligible to participate in any federally assisted Award,
 - (e) Voluntarily excluded from participation in any federally assisted Award, or
 - (f) Disqualified from participation in any federally assisted Award.
- 5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

- 1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or

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- (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
 - a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

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- (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

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- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

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- (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
 - (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
 - (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

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- (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

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- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

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other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
- (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. It understands that:
- a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

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04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or

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- (4) Federal guidance, except as FTA determines otherwise in writing.
- e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

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04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA’s “School Bus Operations” regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA’s school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant’s Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.

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5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model, and
 - b. It will not authorize final acceptance of that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

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significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”

2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,

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- c. An Early Systems Work Agreement,
- d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
- e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
- f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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2. Comply with the final federal regulations that, when issued, will implement the transit asset management provisions of 49 U.S.C. § 5326.

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

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Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

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- d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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- c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
- d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
- e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
- f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g) ,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.

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7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and

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- c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. It will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

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disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.

- (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.
 - f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:
- a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

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- e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

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- (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
- b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

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2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, "Rail Fixed Guideway Systems: State Safety Oversight," 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

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CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

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otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, it will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
- j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
 - a. It and FHWA, FRA, and FTA, or
 - b. It and FHWA and FTA.

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3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the state's SIB Program, or
 - f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).

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- g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
- a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
- a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) “Buy America” requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, “Buy America Requirements,” 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) “Veterans Preference/Employment” requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
 - f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
- (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
- (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

- 1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

work that the third party contract requires resides in the jurisdiction where the work will be performed;

2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: City of Corcoran - Corcoran Area Transit (CAT)

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. KM
OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Corcoran

Name and Relationship of the Authorized Representative: Kindon Meik, City Manager

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Kindon Meik
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Corcoran

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Michael L. Farley
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: April 5, 2016

MEETING DATE: April 12, 2016

SUBJECT: Approval of Proclamation No. 2016-05 honoring Doug White

Recommendation: (Consensus)

Move to approve the Consent Calendar approving Proclamation No. 2016-05.

Discussion:

Doug White is the Girls Basketball Coach at Corcoran High School. He has been coaching the sport for twenty two years and has achieved many victories and personal success during his time coaching. One example of his success is he holds the record for being the coach with the most section title wins.

Recently it was learned that he would have the opportunity to gain another record as he was close to the current record held for most wins. After defeating Woodlake for his 447 career win, Coach White was able to secure the record for most wins in the Central Section making him the winningest coach.

For his remarkable achievement and the pride and success he continuously bring to the City of Corcoran and to the Corcoran High School Girls Basketball team, staff respectfully requests the resolutions be approved as per required action.

The resolution will be presented at a future Council date or delivered to Doug White.

Budget Impact:

None

City Offices

Proclamation No. 2016-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING
DOUG WHITE**

WHEREAS, for the past twenty two years Coach White has led Corcoran to 15 league titles and 10 section championships, earning the title of most all time championships in Section History;

WHEREAS, not only has Coach Doug White earned the title of most section championships, but in his twenty two years at Corcoran he has also added the title of most winningest girls basketball coach,

WHEREAS, by winning 42-30 in a game over Woodlake Coach Doug White celebrated 447 overall career wins and led the Corcoran High School Panthers and himself towards the creation of history; and,

WHEREAS, because of dedication to the sport of basketball and his dedication to the youth of Corcoran many young girls who have been coached by Doug White have gone to college and not only furthered their athletic careers but also their academic careers and,

WHEREAS, Doug White is an example of the great success that can be achieved with determination, passion, and hard work.

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

DOUG WHITE

on being the Central Section's most winningest girls basketball coach and adds its thanks for the contributions he has made through teaching and coaching to better the community.

DATED: April 12, 2016

Jerry Robertson, Mayor

#1

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 03/07/2016 - 10:58AM
Warrant Request Date: 03/07/2016
DAC Fund:

Batch: 00513.03.2016 - 03/07/2016-Manual-Petty C

Line	Claimant	Voucher No.	Amount
1	Corcoran City Petty Cash	000060186	706.45
2	Kevin Tromborg	000060187	176.00
			<hr/>
Page Total:			\$882.45
			<hr/>
Grand Total:			\$882.45

Accounts Payable

Voucher Approval List



User: spineda
 Printed: 03/07/2016 - 10:58AM
 Batch: 00513.03.2016 - 03/07/2016-Manual-Petty Cash

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60186	3/7/2016	Corcoran City Petty Cash	Fuel For Unit#191-PD	104-421-300-250	10.00
60186	3/7/2016	Corcoran City Petty Cash	Per Diem/R. Shornancy/NITF/2/2-3/16	104-421-300-270	64.00
60186	3/7/2016	Corcoran City Petty Cash	Postage	104-432-300-152	1.18
60186	3/7/2016	Corcoran City Petty Cash	Fuel-Vehicle Unit#191-PD	104-421-300-250	10.00
60186	3/7/2016	Corcoran City Petty Cash	Ledger For Petty Cash Box @ City Hall	104-405-300-150	8.65
60186	3/7/2016	Corcoran City Petty Cash	Form #3547 (3) x .59	104-432-300-152	1.77
60186	3/7/2016	Corcoran City Petty Cash	Parking-City of Fresno-V. Bega	145-410-300-270	4.00
60186	3/7/2016	Corcoran City Petty Cash	G. Gramer/Per Diem/Tech Summit/01/13-14/16	104-421-300-270	64.00
60186	3/7/2016	Corcoran City Petty Cash	R. Shornancy/Per Diem/Tech Summit/01/13-14/16	104-421-300-270	64.00
60186	3/7/2016	Corcoran City Petty Cash	K. Gibson/Per Diem/Tech Summit/01/13-14/16	104-421-300-270	64.00
60186	3/7/2016	Corcoran City Petty Cash	Form 3547 >599 x 7	104-432-300-152	4.13
60186	3/7/2016	Corcoran City Petty Cash	K. Cruz/Notary Bond-Oath & File, Record, & Certification 12/15/15	104-402-300-270	38.00
60186	3/7/2016	Corcoran City Petty Cash	Postage	104-432-300-152	1.77
60186	3/7/2016	Corcoran City Petty Cash	Form 3547	104-432-300-152	1.77
60186	3/7/2016	Corcoran City Petty Cash	Postage	104-432-300-152	1.18
60186	3/7/2016	Corcoran City Petty Cash	Chamber Dinner Decor & Snacks	104-401-300-214	120.00
60186	3/7/2016	Corcoran City Petty Cash	Baton Instructor/Per Diem/B. Beavers/03/6-11/16	104-421-300-270	248.00
Warrant Total:					706.45
60187	3/7/2016	Kevin Tromborg	ICSC Monterey-3/9-10/16/Per Diem	104-407-300-270	176.00
Warrant Total:					176.00

#2

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 03/08/2016 - 10:38AM
Warrant Request Date: 03/08/2016
DAC Fund:

Batch: 00514.03.2016 - 03/21/2016-Manual Batch

Line	Claimant	Voucher No.	Amount
1	Accela, Inc., #774375	000060206	2,347.00
2	Caves & Associates	000060207	511.88
3	Hinderliter, deLlames & Assoc	000060208	456.23
4	Tule Trash Company	000060209	102,739.85
5	Veterans Outreach	000060210	400.00
Page Total:			\$106,454.96
Grand Total:			\$106,454.96

Accounts Payable Voucher Approval List



User: spineda
 Printed: 03/08/2016 - 10:39AM
 Batch: 00514-03-2016 - 03/21/2016-Manual Batch

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60206	3/8/2016	#774375 Accela, Inc.	February Web Payment Fees	104-405-300-200	1,087.00
60206	3/8/2016	#774375 Accela, Inc.	Fixed Assets Module 2 & 3 Milestone	104-405-300-200	1,260.00
Warrant Total:					2,347.00
60207	3/8/2016	Caves & Associates	Negotiations March 2016	104-402-300-200	511.88
Warrant Total:					511.88
60208	3/8/2016	Hinderliter, deLlames & Assoc	1st Qtr Sales Tax	104-405-300-200	450.00
60208	3/8/2016	Hinderliter, deLlames & Assoc	Audit Services-Sales Tax	104-405-300-200	6.23
Warrant Total:					456.23
60209	3/8/2016	Tule Trash Company	Contract	112-436-300-200	112,531.32
60209	3/8/2016	Tule Trash Company	Franchise Fees 7.5%	112-436-316-023	-8,439.85
60209	3/8/2016	Tule Trash Company	Franchise Fees/Roll-offs/February 2016	112-436-316-023	-1,361.62
60209	3/8/2016	Tule Trash Company	Cans Pulled For Non-Payment	112-436-300-200	10.00
Warrant Total:					102,739.85
60210	3/8/2016	Veterans Outreach	WA/Clean-up of City Properties-1215 Brokaw & 1265 Banum	104-407-300-190	200.00
60210	3/8/2016	Veterans Outreach	WA/Clean-up of City Properties-1215 Brokaw & 1265 Banum	104-407-300-190	200.00
Warrant Total:					400.00

#3

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 03/11/2016 - 10:41AM
 Warrant Request Date: 03/09/2016
 DAC Fund:

Batch: 00515.03.2016 - 03/21/2016-Manual A/P Bat

Line	Claimant	Voucher No.	Amount
1	Amtrak	000060212	590.00
2	Amtrak	000060211	590.00
3	Ashlyn Welsh	000060213	180.00
4	B & C Enterprises	000060214	2,195.43
5	CopWare, Inc	000060215	400.00
6	Corcoran Chamber of Commerce	000060216	525.00
7	Corcoran Publishing Company	000060217	72.00
8	Dept of Justice	000060218	1,074.00
9	Evident Crime Scene Products	000060219	167.24
10	Gabriel Padama	000060220	24.00
11	Gary Cramer	000060221	24.00
12	Kings Waste & Recycling	000060222	12,635.52
13	League of California Cities	000060223	25.00
14	Office Depot	000060224	1,012.71
15	Pizza Factory	000060225	43.00
16	Price, Paige & Company	000060226	40,215.00
17	Quest Diagnostics	000060227	117.16
18	Reuben Shortnancy	000060228	138.00
19	Shyam Bhaskar, MD	000060229	120.00
20	Standard & Poor's	000060230	2,000.00
21	The Gas Company	000060231	1,011.43
22	Tule Trash Company	000060232	2,782.50
23	Verizon California	000060233	2,219.56

Page Total: \$68,161.55

Grand Total: \$68,161.55

Accounts Payable Voucher Approval List



User: spineda
 Printed: 03/11/2016 - 10:43AM
 Batch: 00515-03.2016 - 03/21/2016-Manual A/P Batch

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60211	3/11/2016	Amtrak	Tickets/ Ten 10-Ride Passes	145-410-300-292	590.00
60212	3/11/2016	Amtrak	Tickets/ Ten 10-Ride Passes	145-410-300-292	590.00
Warrant Total:					1,180.00
60213	3/11/2016	Ashlyn Welsh	Dispatch Academy-March 21-25 2016-Per Diem	104-421-300-270	60.00
60213	3/11/2016	Ashlyn Welsh	Dispatch Academy-March 28-April 1 2016-Per Diem	104-421-300-270	60.00
60213	3/11/2016	Ashlyn Welsh	Dispatch Academy-April 4--April 8 2016-Per Diem	104-421-300-270	60.00
Warrant Total:					180.00
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	145-410-300-250	347.23
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	104-412-300-250	185.22
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	104-421-300-250	907.05
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	104-431-300-250	62.63
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	104-433-300-250	57.28
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	109-434-300-250	160.45
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	112-438-300-250	71.11
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	120-435-300-250	239.78
60214	3/11/2016	B & C Enterprises	Fuel-Acct#24042	105-437-300-250	164.68
Warrant Total:					2,195.43
60215	3/11/2016	CopWare, Inc	CA Pee Offr Legal Source/ Site Lic Electronic & Web May/6-April/	104-421-300-200	400.00
Warrant Total:					400.00
60216	3/11/2016	Corcoran Chamber of Commerce	2016 Corcoran Chamber of Comm Membership Dues	104-401-300-170	525.00
Warrant Total:					525.00
60217	3/11/2016	Corcoran Publishing Company	PHN Re-Housing Element 2016-2024	104-406-300-200	72.00
Warrant Total:					72.00
60218	3/11/2016	Dept of Justice		104-421-300-148	1,074.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60219	3/11/2016	Evident Crime Scene Products	Evidence Supplies	104-421-300-210	1,074.00
				Warrant Total:	167.24
60220	3/11/2016	Gabriel Padama	ALICE/Active Shooter Instruct 3/21-22/16 /Per Diem	104-421-300-270	24.00
				Warrant Total:	24.00
60221	3/11/2016	Gary Cramer	ALICE/Active Shooter Instruct 3/21-22/16-Per Diem	104-421-300-270	24.00
				Warrant Total:	24.00
60222	3/11/2016	Kings Waste & Recycling	Green Waste-291.08 Units/Tons March 2016 Statement	112-436-300-192	11,862.30
60222	3/11/2016	Kings Waste & Recycling	Blue Cans-68.73 Units/Tons March 2016 Statement	112-436-300-192	773.22
				Warrant Total:	12,635.52
60223	3/11/2016	League of California Cities	Leage of Ca Cities Division Mfg-2/11/16 for K. Tromborg	104-407-300-270	25.00
				Warrant Total:	25.00
60224	3/11/2016	Office Depot	Pastel Color Paper For Permit	104-407-300-210	51.77
60224	3/11/2016	Office Depot	Copy Paper	104-432-300-150	187.30
60224	3/11/2016	Office Depot	Legal Size Paper	104-432-300-150	19.36
60224	3/11/2016	Office Depot	Staple Wire	104-432-300-150	14.64
60224	3/11/2016	Office Depot	Rubber Band	104-432-300-150	9.99
60224	3/11/2016	Office Depot	Sales Tax	104-432-300-150	21.22
60224	3/11/2016	Office Depot	Dept. Supplies	104-421-300-150	105.03
60224	3/11/2016	Office Depot	Dept. Supplies	104-421-300-150	477.91
60224	3/11/2016	Office Depot	Dept. Supplies	104-421-300-150	17.62
60224	3/11/2016	Office Depot	Dept. Supplies	104-421-300-150	42.98
60224	3/11/2016	Office Depot	Dept. Supplies	104-421-300-150	64.89
				Warrant Total:	1,012.71
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	8.60
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	4.30
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	8.60
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	4.30
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	4.30
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	4.30
60225	3/11/2016	Pizza Factory	Inmate Meal	104-421-300-148	4.30

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60225	3/11/2016	Pizza Factory	Innate Meal	104-421-300-148	4.30
				Warrant Total:	43.00
60226	3/11/2016	Price, Paige & Company	Audit	104-405-300-200	29,870.00
60226	3/11/2016	Price, Paige & Company	Consulting Services	104-405-300-200	5,845.00
60226	3/11/2016	Price, Paige & Company	Consulting Housing	178-441-300-200	1,500.00
60226	3/11/2016	Price, Paige & Company	Consulting Housing	179-442-300-200	1,500.00
60226	3/11/2016	Price, Paige & Company	Consulting Housing	301-430-300-200	1,500.00
				Warrant Total:	40,215.00
60227	3/11/2016	Quest Diagnostics	Emp Drug Test- E. Cruz, L. Larios, M. Rapozo, & A. Welsh	104-421-300-200	117.16
				Warrant Total:	117.16
60228	3/11/2016	Reuben Shortnancy	CA PO Chiefs Ascco-39th Annual Training Symposium-Mar13-15, 2	104-421-300-270	138.00
				Warrant Total:	138.00
60229	3/11/2016	Shyam Bhaskar, MD	Pre-Emplmt Physical for PD Employee-M. Motts	104-421-300-200	120.00
				Warrant Total:	120.00
60230	3/11/2016	Standard & Poor's	Analytical Svcs-Water System Projects-Annual Surveillance Fee	105-437-300-200	2,000.00
				Warrant Total:	2,000.00
60231	3/11/2016	The Gas Company	Acci#05463252576	104-432-300-242	128.31
60231	3/11/2016	The Gas Company	Acci#11971525008	104-432-300-242	195.48
60231	3/11/2016	The Gas Company	Acci#06301527005	120-435-300-242	647.31
60231	3/11/2016	The Gas Company	Acci#12602978541	145-410-300-211	40.33
				Warrant Total:	1,011.43
60232	3/11/2016	Tule Trash Company	Dump Fee Ticket#563921-Prison#2	112-436-300-192	299.25
60232	3/11/2016	Tule Trash Company	Dump Fee Ticket#563945-Prison#2	112-436-300-192	150.00
60232	3/11/2016	Tule Trash Company	40 Yard Box-Prison#2	112-436-300-200	360.00
60232	3/11/2016	Tule Trash Company	Dump Fee Ticket#364432-Prison#1	112-436-300-192	201.00
60232	3/11/2016	Tule Trash Company	Dump Fee Ticket#565575-Prison#1	112-436-300-192	198.00
60232	3/11/2016	Tule Trash Company	Dump Fee Ticket#366427-Prison#1	112-436-300-192	498.75
60232	3/11/2016	Tule Trash Company	Pull Fee-Prison#1	112-436-300-200	585.00
60232	3/11/2016	Tule Trash Company	Dump Ticket#565308	112-436-300-192	310.50
60232	3/11/2016	Tule Trash Company	Pull Fee	112-436-300-200	180.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60233	3/11/2016	Verizon California	RAO-Acct#49508	136-415-300-220	51.60
60233	3/11/2016	Verizon California	PD Line-Acct#83404	104-421-300-220	968.77
60233	3/11/2016	Verizon California	PW Fax-Acct#69504	104-432-300-220	100.82
60233	3/11/2016	Verizon California	City Hall -Acct#64900	104-432-300-220	1,098.37
Warrant Total:					2,782.50
Warrant Total:					2,219.56

#4

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 03/21/2016 - 8:14AM
 Warrant Request Date: 03/21/2016
 DAC Fund:

Batch: 00522.03.2016 - 03/21/2016-Warrant Registe

Line	Claimant	Voucher No.	Amount
1	Amtrak	000060235	1,625.00
2	Amtrak	000060236	590.00
3	Amtrak	000060237	590.00
4	Amtrak	000060234	1,625.00
5	ASI Administrative Solutions, Inc	000060238	152.90
6	AT&T Mobility	000060239	39.37
7	Auto Zone, Inc.	000060240	644.44
8	Az Auto Parts	000060241	650.34
9	BankCard Center- Bank of the West Credit Cards	000060242	415.89
10	Best Deal Food Co Inc.	000060243	9.46
11	BSK Associates	000060244	1,528.00
12	Business Card- Bank of America Credit Cards	000060245	7,708.52
13	California Highway Patrol	000060246	300.00
14	Central Valley Lawn Care	000060247	350.00
15	Christian Espinoza	000060248	105.00
16	Comcast	000060249	406.69
17	CRWA	000060250	1,275.00
18	CSJVRMA	000060251	105,558.00
19	Dept of Industrial Relations	000060252	243.75
20	Farmers Lumber Co	000060253	27.04
21	Gary V. Burrows Inc.	000060254	3,666.93
22	Hanford Chrysler Dodge Jeep	000060255	100.58
23	Harvey's	000060256	800.04
24	High Desert Wireless Broadband	000060258	20,637.45
25	High Desert Wireless Broadband	000060259	5,104.02
26	High Desert Wireless Broadband	000060257	3,420.00
27	Home Depot Credit Services	000060260	192.20
28	Images/RadioShack Dealer	000060261	21.49
29	Keenan & Associates	000060262	52,550.60
30	Kings Rehabilitation Center	000060263	7,193.00
31	Meneses, Miguel	000060264	320.00
32	MES, Medical Eye Services	000060265	833.22
33	PG&E	000060266	9.97
34	Pitney Bowes Inc	000060267	884.94
35	Proclean Supply	000060268	931.13
36	Quad Knopf, Inc.	000060269	37,278.37
37	Quality Pool Service	000060270	2,847.15
38	Res-Com	000060271	429.00
39	S & R Specialty Equipment	000060272	373.39
40	Sawtelle & Rosprim Industrial	000060273	269.95
41	Self Help Enterprises	000060274	171,226.00
42	Shaw's Rooter & Drain	000060275	60.00
43	State Board of Equalization	000060276	250.63
44	Sunrun, Inc.	000060277	227.81
45	TF Tire & Service	000060278	37.00
46	The Gas Company	000060279	332.77

Page Total: \$433,842.04

Line	Claimant	Voucher No.	Amount
47	The Lawnmower Man	000060280	238.76
48	US Bank Equipment Finance	000060281	247.50
49	Verizon California	000060282	650.08
50	Verizon Wireless	000060283	148.36
51	Veterans Outreach	000060284	250.00
52	Vulcan Materials Company	000060285	442.90
53	Wright's Electric	000060286	79.70
Page Total:			\$2,057.30
Grand Total:			\$435,899.34

Accounts Payable

Voucher Approval List



User: spineda
 Printed: 03/21/2016 - 8:15AM
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Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60234	3/21/2016	Amtrak	Tickets/ 125 Corc To Hanf	145-410-300-292	812.50
60234	3/21/2016	Amtrak	Tickets/ 125 Hanf to Corc	145-410-300-292	812.50
60235	3/21/2016	Amtrak	Tickets/ 125 Corc To Hanf	145-410-300-292	812.50
60235	3/21/2016	Amtrak	Tickets/ 125 Hanf To Corc	145-410-300-292	812.50
60236	3/21/2016	Amtrak	Tickets/ Ten 10-Rdte Passes	145-410-300-292	590.00
60237	3/21/2016	Amtrak	Tickets/ Ten 10-Rdte Passes	145-410-300-292	590.00
Warrant Total:					4,430.00
60238	3/21/2016	ASI Administrative Solutions, Inc	Sect 125 Admin -March 2016	304-000-202-010	72.00
60238	3/21/2016	ASI Administrative Solutions, Inc	Cobra Admin Feb 2016	104-402-300-200	80.90
Warrant Total:					152.90
60239	3/21/2016	AT&T Mobility	WWTP-Duty Man Cell Phone	120-435-300-220	39.37
Warrant Total:					39.37
60240	3/21/2016	Auto Zone, Inc.	Battery Unit#28	109-434-300-140	350.02
60240	3/21/2016	Auto Zone, Inc.	Battery Unit#148	109-434-300-260	111.83
60240	3/21/2016	Auto Zone, Inc.	Oil Filters (x8)	104-433-300-210	16.01
60240	3/21/2016	Auto Zone, Inc.	Battery Unit#53	109-434-300-260	120.39
60240	3/21/2016	Auto Zone, Inc.	Battery Unit#192	104-421-300-260	46.19
Warrant Total:					644.44
60241	3/21/2016	Az Auto Parts	fuel Filter Unit#134	112-438-300-140	20.03
60241	3/21/2016	Az Auto Parts	Air Filter Unit#223	104-421-300-260	16.33
60241	3/21/2016	Az Auto Parts	Sealed Beam & halogen Light for Stock	104-433-300-210	14.96
60241	3/21/2016	Az Auto Parts	Door Actuator /Filter -Unit#209	104-421-300-260	70.65
60241	3/21/2016	Az Auto Parts	Trans Fluid/Silicon -Unit#150	104-412-300-260	12.28
60241	3/21/2016	Az Auto Parts	Protectant	105-437-300-210	15.14
60241	3/21/2016	Az Auto Parts	Form-A-Gasket/Brake Cleaner	105-437-300-210	7.00
60241	3/21/2016	Az Auto Parts	Hydraulic & Jack Oil	105-437-300-210	60.93
60241	3/21/2016	Az Auto Parts	Hydraulic & Jack Oil	105-437-300-210	15.82

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60241	3/21/2016	Az Auto Parts	Compressor Oil	105-437-300-210	30.47
60241	3/21/2016	Az Auto Parts	Safety Valve	105-437-300-210	27.50
60241	3/21/2016	Az Auto Parts	Air Filter/Oil Filter Unit#193	104-432-300-260	14.08
60241	3/21/2016	Az Auto Parts	Gage/Coupler	120-435-300-210	54.81
60241	3/21/2016	Az Auto Parts	Gage/ Pressure Switch	105-437-300-140	90.68
60241	3/21/2016	Az Auto Parts	Air Filter/ Lube Filter/Brake Pad Unit#190	105-437-300-260	75.07
60241	3/21/2016	Az Auto Parts	Radial Seal/ Filter/Pwr Strong Hose Unit#97	104-431-300-260	41.03
60241	3/21/2016	Az Auto Parts	Poly Rib Belt Unit#97	104-431-300-260	37.15
60241	3/21/2016	Az Auto Parts	LED Light Unit#161	145-410-300-260	46.41
Warrant Total:					650.34
60242	3/21/2016	BankCard Center- Bank of the West Credit Cards	Water Conserv. Mailer-5/29-6/28/15 Statement for balance not paid	105-437-300-156	294.09
60242	3/21/2016	BankCard Center- Bank of the West Credit Cards	Snacks-Cncl Mtg/Bdgt Ses-5/29-6/28/15 Statement-balance not paid	104-401-300-271	51.90
60242	3/21/2016	BankCard Center- Bank of the West Credit Cards	EarthLink-8/28-9/28/15 Statement-balance not paid	104-401-300-157	34.95
60242	3/21/2016	BankCard Center- Bank of the West Credit Cards	EarthLink-1/29/2/28/16 Bank Statement	104-401-300-157	34.95
Warrant Total:					415.89
60243	3/21/2016	Best Deal Food Co Inc.	Dept. Supplies	104-432-300-210	9.46
Warrant Total:					9.46
60244	3/21/2016	BSK Associates	Coliform Presence/Absense	105-437-300-200	136.00
60244	3/21/2016	BSK Associates	Arsenic/Coliform/Nitrate	105-437-300-200	60.00
60244	3/21/2016	BSK Associates	Ext-Arsenic Specification	105-437-300-200	480.00
60244	3/21/2016	BSK Associates	Arsenic/Coliform/Nitrate	105-437-300-200	45.00
60244	3/21/2016	BSK Associates	Coliform Presence/Absense	105-437-300-200	136.00
60244	3/21/2016	BSK Associates	Arsenic/Coliform/Nitrate	105-437-300-200	60.00
60244	3/21/2016	BSK Associates	Arsenic/Coliform/Nitrate	105-437-300-200	45.00
60244	3/21/2016	BSK Associates	Coliform Presence/Absense	105-437-300-200	136.00
60244	3/21/2016	BSK Associates	Coliform Presence/Absense	105-437-300-200	136.00
60244	3/21/2016	BSK Associates	Arsenic/Coliform/Nitrate	105-437-300-200	60.00
60244	3/21/2016	BSK Associates	Arsenic/Coliform/Nitrate	105-437-300-200	60.00
60244	3/21/2016	BSK Associates	Plant Inf/Eff/Lagoon	120-435-300-200	174.00
Warrant Total:					1,528.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Fuel -Chevron-G.C. CC Acct.	104-421-300-250	36.59
60245	3/21/2016	Business Card- Bank of America Credit Cards	Fuel -Chevron-G.C. CC Acct.	104-421-300-250	31.19
60245	3/21/2016	Business Card- Bank of America Credit Cards	Serrato/Courtroom Imergo Class-D.T.--G.C. Credit Card Acct.	104-421-300-270	75.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Chevron/Fuel---G.C. Credit Card Acct.	104-421-300-250	35.89
60245	3/21/2016	Business Card- Bank of America Credit Cards	Dept of Justice/Live Scan Billing--G.C. Credit Card Acct	104-421-300-148	942.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60245	3/21/2016	Business Card- Bank of America Credit Cards	CDW Govern/K.G. Credit Card Acct.	104-421-300-181	1,149.64
60245	3/21/2016	Business Card- Bank of America Credit Cards	Promotions Now/K.G. Credit Card Acct.	104-421-300-210	223.49
60245	3/21/2016	Business Card- Bank of America Credit Cards	CDW Govern/K.G. Credit Card Acct.	104-421-300-181	844.64
60245	3/21/2016	Business Card- Bank of America Credit Cards	Call Chief Training/R.S./---M.C.G.- Credit Card Acct.	104-421-300-270	475.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Rogers Towing/Chee Accident Tow./---M.C.G.- Credit Card Acct.	104-421-300-280	235.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Boys Scouts-America/Expl Arm Regist/---M.C.G.- Credit Card Acct.	330-429-300-200	472.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Boys Scouts-America/Expl Arm-Ad Adv/---M.C.G.- Credit Card Acct.	330-429-300-200	24.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Smart & Final-Mtg Supplies/---M.C.G.- Credit Card Acct.	104-421-300-270	38.74
60245	3/21/2016	Business Card- Bank of America Credit Cards	Rod Sanf Karate/Baton Instruct Trng/---M.C.G.- Credit Card Acct.	104-421-300-270	554.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	USPS /Postal Svc/---M.C.G.- Credit Card Acct.	104-432-300-152	26.96
60245	3/21/2016	Business Card- Bank of America Credit Cards	Cal Chief/Tmg-Symposium/---R.S.- Credit Card Acct.	104-421-300-270	675.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Steel Water Gunsafe/Armory/---R.S.- Credit Card Acct.	104-421-300-210	1,424.64
60245	3/21/2016	Business Card- Bank of America Credit Cards	Cal-Act Conf-V. Bega/---T.S.- Credit Card Acct.	145-410-300-270	410.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	WTP/Sludge Press Air Compr/---T.S.- Credit Card Acct.	105-437-300-140	57.80
60245	3/21/2016	Business Card- Bank of America Credit Cards	Parks-Flow Regulator Cartridge (4)/---T.S.- Credit Card Acct.	104-412-300-210	223.54
60245	3/21/2016	Business Card- Bank of America Credit Cards	LED Exit Emergency Light/---T.S.- Credit Card Acct.	104-432-300-210	78.20
60245	3/21/2016	Business Card- Bank of America Credit Cards	USPS Blueprint/Plans/Prior Mail /---K.T.- Credit Card Acct.	104-432-300-152	11.30
60245	3/21/2016	Business Card- Bank of America Credit Cards	Annual Membership Fee CACEO 2016/---K.T.- Credit Card Acct.	104-407-300-170	56.60
60245	3/21/2016	Business Card- Bank of America Credit Cards	Regst to ICSC Idea/Exch-Monterrey, CA/---K.T.- Credit Card Acct.	104-406-300-270	250.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Hotel Accom/Monterrey, CA 3/9-10/16/---K.T.- Credit Card Acct.	104-406-300-270	203.46
60245	3/21/2016	Business Card- Bank of America Credit Cards	Name Plate-Planning Comm Sectry/---K.C.- Credit Card Acct.	104-406-300-210	37.63
60245	3/21/2016	Business Card- Bank of America Credit Cards	Name Plate For City Attorney/---K.C.- Credit Card Acct.	104-401-300-210	26.87
60245	3/21/2016	Business Card- Bank of America Credit Cards	Gas For City Prus/---K.C.- Credit Card Acct.	104-402-300-270	18.35
60245	3/21/2016	Business Card- Bank of America Credit Cards	Cleaning For City Van/---K.C.- Credit Card Acct.	104-402-300-270	9.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Hotel Parking Fee for Well Water Conf/---K.C.- Credit Card Acct.	104-401-300-270	48.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Hotel for Well Water Conf-R. Lerma/---K.C.- Credit Card Acct.	104-401-300-270	70.71
60245	3/21/2016	Business Card- Bank of America Credit Cards	Hotel for Well Water Conf-S. Palmerin/---K.C.- Credit Card Acct.	104-401-300-270	70.71
60245	3/21/2016	Business Card- Bank of America Credit Cards	ICSC Membership Dues/---K.M.- Credit Card Acct.	104-407-300-200	50.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Government Finance-GFOA Training/---S.R.N.- Credit Card Acct.	104-405-300-270	607.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	League of Ca Cities Tmg Fees Refunded/K.T.- Credit Card Acct.	104-406-300-270	-1,575.00
60245	3/21/2016	Business Card- Bank of America Credit Cards	Hotel Accomdations/Refunded-S.R.N. CC Acct.	104-405-300-270	-209.43
Warrant Total:					7,708.52
60246	3/21/2016	California Highway Patrol	Annual Bus/Transit Inspection	145-410-300-160	300.00
Warrant Total:					300.00
60247	3/21/2016	Central Valley Lawn Care	Lawn Service-Pheasant Ridge	111-602-300-202	350.00
Warrant Total:					350.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60248	3/21/2016	Christian Espinoza	Per Diem/WW Exam Review 4/3-5/16	120-435-300-270	105.00
Warrant Total:					105.00
60249	3/21/2016	Comcast	Acc#815550040041872-2/9/16 Statement	104-432-300-220	200.97
60249	3/21/2016	Comcast	Acc#815550040041872-1/9/16 Statement	104-432-300-220	205.72
Warrant Total:					406.69
60250	3/21/2016	CRWA	CRWA Annual Conf. J Faulker 4/25/-4/28/16	105-437-300-270	425.00
60250	3/21/2016	CRWA	CRWA Annual Conf. M Chavez 4/25/-4/28/16	120-435-300-270	425.00
60250	3/21/2016	CRWA	CRWA Annual Conf. C. Espinoza 4/25/-4/28/16	120-435-300-270	425.00
Warrant Total:					1,275.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-402-200-121	1,198.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-405-200-121	1,182.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-406-200-121	913.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-407-200-121	322.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-412-200-121	4,777.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-431-200-121	869.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-433-200-121	2,033.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	109-434-200-121	2,466.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	112-438-200-121	446.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	120-435-200-121	4,445.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	121-439-200-121	1,110.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	105-437-200-121	6,104.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	145-410-200-121	9,887.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	104-421-200-121	36,030.00
60251	3/21/2016	CSJVRMA	Workers Comp & EAP	109-434-200-121	2,466.00
60251	3/21/2016	CSJVRMA	Liability Program	104-401-300-130	400.00
60251	3/21/2016	CSJVRMA	Liability Program	104-402-300-130	800.00
60251	3/21/2016	CSJVRMA	Liability Program	104-405-300-130	1,500.00
60251	3/21/2016	CSJVRMA	Liability Program	104-406-300-130	300.00
60251	3/21/2016	CSJVRMA	Liability Program	104-407-300-130	500.00
60251	3/21/2016	CSJVRMA	Liability Program	104-411-300-130	450.00
60251	3/21/2016	CSJVRMA	Liability Program	104-412-300-130	1,250.00
60251	3/21/2016	CSJVRMA	Liability Program	104-421-300-130	9,651.00
60251	3/21/2016	CSJVRMA	Liability Program	104-431-300-130	700.00
60251	3/21/2016	CSJVRMA	Liability Program	104-432-300-130	800.00
60251	3/21/2016	CSJVRMA	Liability Program	104-432-300-130	100.00
60251	3/21/2016	CSJVRMA	Liability Program	104-433-300-130	500.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60251	3/21/2016	CSJVRMA	Liability Program	109-434-300-130	1,600.00
60251	3/21/2016	CSJVRMA	Liability Program	112-438-300-130	300.00
60251	3/21/2016	CSJVRMA	Liability Program	120-435-300-130	2,300.00
60251	3/21/2016	CSJVRMA	Liability Program	121-439-300-130	350.00
60251	3/21/2016	CSJVRMA	Liability Program	105-437-300-130	5,500.00
60251	3/21/2016	CSJVRMA	Liability Program	145-410-300-130	2,500.00
60251	3/21/2016	CSJVRMA	Liability Program	136-415-300-130	1,809.00
Warrant Total:					105,558.00
60252	3/21/2016	Dept of Industrial Relations	Water Slide Inspection	104-411-300-160	243.75
Warrant Total:					243.75
60253	3/21/2016	Farmers Lumber Co	Plywood	104-432-300-210	20.60
60253	3/21/2016	Farmers Lumber Co	Screws	104-432-300-210	6.44
Warrant Total:					27.04
60254	3/21/2016	Gary V. Burrows Inc.	Bulk Gasoline	104-433-300-250	57.33
60254	3/21/2016	Gary V. Burrows Inc.	Bulk Gasoline	105-437-300-250	57.33
60254	3/21/2016	Gary V. Burrows Inc.	Bulk Gasoline	109-434-300-250	57.34
60254	3/21/2016	Gary V. Burrows Inc.	Bulk Oil	104-433-300-210	3,494.93
Warrant Total:					3,666.93
60255	3/21/2016	Hanford Chrysler Dodge Jeep	Glass Mirror-Unit#146	104-412-300-260	43.03
60255	3/21/2016	Hanford Chrysler Dodge Jeep	Glass Mirror-Unit#147	105-437-300-260	57.55
Warrant Total:					100.58
60256	3/21/2016	Harvey's	Hotel/C. Espinoza/CRWA 2016 Edu & Exhib 4/25-28/16	120-435-300-270	266.68
60256	3/21/2016	Harvey's	Hotel/M. Chavez/CRWA 2016 Edu & Exhib 4/25-28/16	120-435-300-270	266.68
60256	3/21/2016	Harvey's	Hotel/J. Faulkner/CRWA 2016 Edu & Exhib 4/25-28/16	105-437-300-270	266.68
Warrant Total:					800.04
60257	3/21/2016	High Desert Wireless Broadband	Cal/OES-FY11-12 Cameras	145-410-500-541	3,420.00
60258	3/21/2016	High Desert Wireless Broadband	Cal/OES-FY12-13 Cameras	145-410-500-541	20,637.45
60259	3/21/2016	High Desert Wireless Broadband	Cal/OES-FY 11-12/12-13	145-410-500-541	5,104.02
Warrant Total:					29,161.47
60260	3/21/2016	Home Depot Credit Services	Paint-Graffiti Clean-Up	104-412-300-210	33.97
60260	3/21/2016	Home Depot Credit Services	Plans	104-412-300-210	158.23

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60261	3/21/2016	Images/RadioShack Dealer	Battery	109-434-300-210	192.20
				Warrant Total:	192.20
60262	3/21/2016	Keenan & Associates	April Statement 2016	104-000-202-011	21.49
60262	3/21/2016	Keenan & Associates	April Statement 2016	105-000-202-011	33,323.53
60262	3/21/2016	Keenan & Associates	April Statement 2016	109-000-202-011	4,692.60
60262	3/21/2016	Keenan & Associates	April Statement 2016	112-000-202-011	1,374.60
60262	3/21/2016	Keenan & Associates	April Statement 2016	120-000-202-011	1,493.30
60262	3/21/2016	Keenan & Associates	April Statement 2016	121-000-202-011	3,391.65
60262	3/21/2016	Keenan & Associates	April Statement 2016	145-000-202-011	376.85
60262	3/21/2016	Keenan & Associates	April Statement 2016	105-000-202-011	6,776.22
60262	3/21/2016	Keenan & Associates	April Statement 2016		1,121.85
				Warrant Total:	52,550.60
60263	3/21/2016	Kings Rehabilitation Center	Janitorial Svcs	136-415-300-200	3,022.21
60263	3/21/2016	Kings Rehabilitation Center	Janitorial Svcs	104-432-300-200	3,770.79
60263	3/21/2016	Kings Rehabilitation Center	Janitorial Svcs	145-410-300-200	400.00
				Warrant Total:	7,193.00
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	121-000-202-011	4.60
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	104-000-202-011	577.07
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	105-000-202-011	60.43
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	109-000-202-011	19.27
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	112-000-202-011	19.27
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	120-000-202-011	41.41
60265	3/21/2016	Medical Eye Services MES	Statement for April 2016	145-000-202-011	111.17
				Warrant Total:	833.22
60264	3/21/2016	Miguel Meneses	Lawn Service 6 1/2 & Orange	111-601-300-202	120.00
60264	3/21/2016	Miguel Meneses	Lawn Service Sunrise Villa	111-601-300-202	200.00
				Warrant Total:	320.00
60266	3/21/2016	PG&E	Acct#8670734283-7	301-430-300-316	9.97
				Warrant Total:	9.97
60267	3/21/2016	Pitney Bowes Inc	Folding Machine@ City Hall Lease#2806273	104-432-300-180	423.80
60267	3/21/2016	Pitney Bowes Inc	Postage Machine@ City Hall Lease#2806273	104-432-300-180	461.14

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60268	3/21/2016	Proclean Supply	Janitorial Svcs	104-432-300-210	884.94
Warrant Total:					931.13
60269	3/21/2016	Quad Knopf, Inc.	Sanitary Lift Station #14	120-435-500-536	6,122.63
60269	3/21/2016	Quad Knopf, Inc.	Well #11/Eng. Services & Design	105-437-500-512	3,937.95
60269	3/21/2016	Quad Knopf, Inc.	Well #11/Eng. Services & Design	105-437-500-513	572.96
60269	3/21/2016	Quad Knopf, Inc.	WTP Evaluation	105-437-500-200	20,242.50
60269	3/21/2016	Quad Knopf, Inc.	Well Evaluation	105-437-300-200	5,426.56
60269	3/21/2016	Quad Knopf, Inc.	PD Study	315-421-300-200	576.42
60269	3/21/2016	Quad Knopf, Inc.	Web Based GIS Annual Server Hosting	104-431-300-200	230.77
60269	3/21/2016	Quad Knopf, Inc.	High Speed Rail/Engineering Svcs	104-431-300-200	168.58
Warrant Total:					37,278.37
60270	3/21/2016	Quality Pool Service	Monthly Service	104-411-300-200	850.00
60270	3/21/2016	Quality Pool Service	Bulk Chlorine	104-411-300-210	1,997.15
Warrant Total:					2,847.15
60271	3/21/2016	Res-Com	Pest Control-Depot	145-410-300-200	33.00
60271	3/21/2016	Res-Com	Pest Control-Pool Bldg	104-411-300-200	33.00
60271	3/21/2016	Res-Com	Pest Control-RAO	136-415-300-200	33.00
60271	3/21/2016	Res-Com	Pest Control-City Hall/PD/CC	104-432-300-200	99.00
60271	3/21/2016	Res-Com	Pest Control-New City Hall	104-432-300-200	33.00
60271	3/21/2016	Res-Com	Pest Control-PW	104-432-300-200	99.00
60271	3/21/2016	Res-Com	Pest Control-Vers	104-432-300-200	33.00
60271	3/21/2016	Res-Com	Pest Control-WWTP	120-435-300-200	33.00
60271	3/21/2016	Res-Com	Pest Control-WTP	105-437-300-200	33.00
Warrant Total:					429.00
60272	3/21/2016	S & R Specialty Equipment	Dept Supplies	105-437-300-210	209.24
60272	3/21/2016	S & R Specialty Equipment	Dept Supplies	120-435-300-210	164.15
Warrant Total:					373.39
60273	3/21/2016	Sawtelle & Rosprim Industrial	Dept. Supplies	105-437-300-210	47.88
60273	3/21/2016	Sawtelle & Rosprim Industrial	Latex Gloves	104-433-300-210	57.34
60273	3/21/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Screws	120-435-300-210	1.60
60273	3/21/2016	Sawtelle & Rosprim Industrial	Latex Gloves	120-435-300-210	28.67

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60273	3/21/2016	Sawrelle & Rosprim Industrial	Flat Washer Unit#71	120-435-300-140	15.97
60273	3/21/2016	Sawrelle & Rosprim Industrial	Latex Gloves	120-435-300-210	43.00
60273	3/21/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Screw Extractor	105-437-300-210	111.61
60273	3/21/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Steel Cap Screws	105-437-300-210	5.84
60273	3/21/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Steel Cap Screws	105-437-300-210	7.33
60273	3/21/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Gloves	120-435-300-210	50.71
Warrant Total:					269.95
60274	3/21/2016	Self Help Enterprises	Grant Ended-COR 14CH General Admin	280-530-300-200	800.00
60274	3/21/2016	Self Help Enterprises	COR 14CH General Admin	280-530-300-200	800.00
60274	3/21/2016	Self Help Enterprises	Home -2012 Gen Admin-Jose Mendoza	264-547-300-200	1,901.00
60274	3/21/2016	Self Help Enterprises	HOMe PI Rehab Act Delivery-Jose Mendoza	177-448-300-201	3,941.00
60274	3/21/2016	Self Help Enterprises	HOMe PI Rehab-Jose Mendoza	177-448-300-290	16,420.00
60274	3/21/2016	Self Help Enterprises	Home PI Homebuyer Act Delivery-Jose Mendoza	177-448-300-202	28,522.00
60274	3/21/2016	Self Help Enterprises	Home PI Homebuyer Loans/Grants-Jose Mendoza	177-448-300-313	118,842.00
Warrant Total:					171,226.00
60275	3/21/2016	Shaw's Rooter & Drain	Service Call-Sink Plugged	120-435-300-200	60.00
Warrant Total:					60.00
60276	3/21/2016	State Board of Equalization	Haz Waste Generator Fee	120-435-300-160	250.63
Warrant Total:					250.63
60277	3/21/2016	Sunrun, Inc.	Permit Fee Refund -1940 Niles Ave. Permit#1506-152	104-000-323-011	154.00
60277	3/21/2016	Sunrun, Inc.	Permit Fee Refund -1940 Niles Ave. Permit#1506-152	104-000-323-012	73.81
Warrant Total:					227.81
60278	3/21/2016	TF Tire & Service	Flat Repair-Unit#167	145-410-300-260	22.00
60278	3/21/2016	TF Tire & Service	Resurface Drum or Rotor-Unit#190	105-437-300-260	15.00
Warrant Total:					37.00
60279	3/21/2016	The Gas Company	Acct#00888349024	145-410-300-242	114.88
60279	3/21/2016	The Gas Company	Acct#00891595001	104-432-300-242	163.02
60279	3/21/2016	The Gas Company	Acct#20001594009	104-432-300-242	27.90
60279	3/21/2016	The Gas Company	Acct#06981596833	104-432-320-242	26.97
Warrant Total:					332.77
60280	3/21/2016	The Lawnmower Man	Wheels for Snapper Mowers-Unit#112/113	104-412-300-140	238.76

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60281	3/21/2016	US Bank Equipment Finance	Public Works Copier Lease	109-434-300-180	238.76
Warrant Total:					247.50
60282	3/21/2016	Verizon California	Acc#43904	104-432-300-220	357.57
60282	3/21/2016	Verizon California	Acc#454602399827688207	104-432-320-220	63.22
60282	3/21/2016	Verizon California	Acc#454602392421878309	105-437-300-220	229.29
Warrant Total:					650.08
60283	3/21/2016	Verizon Wireless	Acc#209258669-00001	145-410-300-220	107.67
60283	3/21/2016	Verizon Wireless	Acc#209258669-00001	145-410-300-220	38.01
60283	3/21/2016	Verizon Wireless	Acc#209258669-00001	105-437-300-220	2.68
Warrant Total:					148.36
60284	3/21/2016	Veterans Outreach	WA/Clean-up of City Properties -Gardner Ave.	104-407-300-190	250.00
Warrant Total:					250.00
60285	3/21/2016	Vulcan Materials Company	Cold Mix	109-434-300-213	442.90
Warrant Total:					442.90
60286	3/21/2016	Wright's Electric	Christmas Tree Park-Sprinkler Timer	104-412-300-200	79.70
Warrant Total:					79.70

#5

Accounts Payable

Blanket Voucher Approval Document



User: snunez
Printed: 03/22/2016 - 2:53PM
Warrant Request Date: 03/25/2016
DAC Fund:

Batch: 00523.03.2016 - UB Refund Checks March (

Line	Claimant	Voucher No.	Amount
1	MARTINEZ, JESS	000060307	175.00
			<hr/>
			Page Total: \$175.00
			<hr/>
			Grand Total: \$175.00

#6

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 03/31/2016 - 10:57AM
 Warrant Request Date: 03/30/2016
 DAC Fund:

Batch: 00511.04.2016 - 04/12/2016-Manual Batch

Line	Claimant	Voucher No.	Amount
1	5.11 Inc	000060308	111.45
2	Best Deal Food Co Inc.	000060309	21.03
3	Chevron & Texaco Card Svc	000060310	32.24
4	City of Avenal	000060311	2,836.00
5	Data Ticket Inc	000060312	200.00
6	De Lage Landen	000060313	461.18
7	Evident Crime Scene Products	000060314	48.00
8	High Desert Wireless Broadband	000060315	17,046.91
9	Ignacio Larios	000060316	268.72
10	Images/RadioShack Dealer	000060317	32.24
11	James Cutler	000060318	250.89
12	Kathy Gibson	000060319	69.57
13	Kings County Mobile Locksmith	000060320	8.87
14	Lacey Animal Hospital	000060321	26.90
15	Max Rapozo	000060322	268.72
16	Mutual of Omaha	000060323	1,948.56
17	PG&E	000060324	6,376.64
18	Principal, PLIC-SBD Grand Island	000060325	5,157.58
19	ProForce Law Enforcement	000060326	724.77
20	San Diego Police Equipment Co	000060327	3,401.69
21	San Joaquin Valley Water Infrastructure Authority	000060328	5,000.00
22	Staples Business Advantage	000060329	256.11
23	Sunrun, Inc.	000060330	226.51
24	Syntrol Plumbing Heating & Air, Inc.	000060331	224.78
25	The Gas Company	000060332	2,185.48
26	The Printer	000060333	165.97
27	Toshiba Financial Services	000060334	330.51
28	Veterans Outreach	000060335	600.00
29	Will Tiesiera Ford-Mercury	000060336	109.00

Page Total: \$48,390.32

Grand Total: \$48,390.32

Accounts Payable Voucher Approval List

User: spineda
 Printed: 03/31/2016 - 10:57AM
 Batch: 00511.04.2016 - 04/12/2016-Manual Batch



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60308	3/31/2016	5.11 Inc	Detective Polo & Pants	104-421-200-125	102.79
60308	3/31/2016	5.11 Inc	Fees Shipping/Handling	104-421-200-125	8.66
Warrant Total:					111.45
60309	3/31/2016	Best Deal Food Co Inc.	Animal Control food	104-421-300-203	21.03
Warrant Total:					21.03
60310	3/31/2016	Chevron & Texaco Card Svc	PD Fuel Invoice	104-421-300-250	32.24
Warrant Total:					32.24
60311	3/31/2016	City of Avenal	AC Svc Agreement Feb 2016 Avenal-Corcoran 2016	104-421-300-203	2,836.00
Warrant Total:					2,836.00
60312	3/31/2016	Data Ticket Inc	Code Enforcement Citation Processing	104-407-300-200	200.00
Warrant Total:					200.00
60313	3/31/2016	De Lage Landen	Copier Contract for Sharp MX4101-City Copier 3/15-4/15/16	104-432-300-180	461.18
Warrant Total:					461.18
60314	3/31/2016	Evident Crime Scene Products	Evidence Supplies	104-421-300-210	48.00
Warrant Total:					48.00
60315	3/31/2016	High Desert Wireless Broadband	Oct 2015 Billing For IT Services	104-432-300-201	6,697.50
60315	3/31/2016	High Desert Wireless Broadband	Feb 2016 Billing For IT Services	104-432-300-201	5,330.00
60315	3/31/2016	High Desert Wireless Broadband	Inst. Coban Cameras/Unit#220/221	104-421-300-181	190.00
60315	3/31/2016	High Desert Wireless Broadband	Dispatch Ctr. Upgrade	104-421-300-181	4,829.41
Warrant Total:					17,046.91
60316	3/31/2016	Ignacio Larios	Mileage & Per Diem COS Police Academy 2/29-3/4/16	104-421-300-270	167.95
60316	3/31/2016	Ignacio Larios	Mileage & Per Diem COS Police Academy 3/7-9/16	104-421-300-270	100.77

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60317	3/31/2016	Images/RadioShack Dealer	Flash Drive	104-402-300-210	268.72
Warrant Total:					32.24
60318	3/31/2016	James Cutler	Costs Incurred in Boarding a SSB-1709 Dairy	311-408-300-200	32.24
Warrant Total:					250.89
60319	3/31/2016	Kathy Gibson	Tablet Carrying Case (2)	104-421-300-181	49.98
60319	3/31/2016	Kathy Gibson	Table Clothes/Events	104-421-300-210	19.59
Warrant Total:					69.57
60320	3/31/2016	Kings County Mobile Locksmith	Kathy Office Dr/Key	104-432-300-210	8.87
Warrant Total:					8.87
60321	3/31/2016	Lacey Animal Hospital	AC Vet Services	104-421-300-203	26.90
Warrant Total:					26.90
60322	3/31/2016	Max Rapozo	Mileage & Per Diem -COS Academy* 3/7-9/16	104-421-300-270	100.77
60322	3/31/2016	Max Rapozo	Mileage & Per Diem -COS Academy* 2/29-3/4/16	104-421-300-270	167.95
Warrant Total:					268.72
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	104-000-202-011	1,419.11
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	105-000-202-011	72.87
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	109-000-202-011	22.75
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	112-000-202-011	103.00
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	120-000-202-011	105.41
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	121-000-202-011	11.71
60323	3/31/2016	Mutual of Omaha	April 2016 Statement	145-000-202-011	213.71
Warrant Total:					1,948.56
60324	3/31/2016	PG&E	Acct#5304135173-4	111-601-300-240	97.17
60324	3/31/2016	PG&E	Acct#5304135173-4	111-603-300-240	8.80
60324	3/31/2016	PG&E	Acct#5304135173-4	111-604-300-240	94.94
60324	3/31/2016	PG&E	Acct#5304135173-4	104-412-300-240	18.67
60324	3/31/2016	PG&E	Acct#5304135173-4	109-434-300-240	5,534.93
60324	3/31/2016	PG&E	Acct#5357250173-3	104-000-120-022	622.13

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	6,376.64
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	104-000-202-011	3,337.96
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	105-000-202-011	406.25
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	109-000-202-011	130.11
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	112-000-202-011	130.11
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	120-000-202-011	432.09
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	121-000-202-011	48.01
60325	3/31/2016	PLIC-SBD Grand Island Principal	April, 2016 Statement	145-000-202-011	673.05
				Warrant Total:	5,157.58
60326	3/31/2016	ProForce Law Enforcement	Sig Holsters/PD Equipment	114-414-300-210	724.77
				Warrant Total:	724.77
60327	3/31/2016	San Diego Police Equipment Co	Armory Supplies	114-414-300-210	3,401.69
				Warrant Total:	3,401.69
60328	3/31/2016	San Joaquin Valley Water Infrastructure Authority	Regional Participation-SJVWIA Project	105-437-300-200	5,000.00
				Warrant Total:	5,000.00
60329	3/31/2016	Staples Business Advantage	Dept Supplies	104-421-300-150	256.11
				Warrant Total:	256.11
60330	3/31/2016	Sunrun, Inc.	Permit Fee Refund - 1609 Osage Ave. (Permit#1603-046)	104-000-351-072	226.51
				Warrant Total:	226.51
60331	3/31/2016	Syntrol Plumbing Heating & Air, Inc.	Permit Fee Refund for 1759 Omaha Ave. (Permit#1508-241)	104-000-351-072	224.78
				Warrant Total:	224.78
60332	3/31/2016	The Gas Company	acct#11484795064	104-411-300-242	2,178.01
60332	3/31/2016	The Gas Company	acct#17151733304	301-430-300-316	7.47
				Warrant Total:	2,185.48
60333	3/31/2016	The Printer	Printing Svcs/Business Cards 5 boxes	104-421-300-155	124.48
60333	3/31/2016	The Printer	Printing Svcs/Business Cards 2 boxes	104-406-300-156	41.49
				Warrant Total:	165.97
60334	3/31/2016	Toshiba Financial Services	Copier Service Rental	104-421-300-180	330.51

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60335	3/31/2016	Veterans Outreach	WA/Clean up of Property on 1408 Ottawa for BDFH Program	104-407-300-197	330.51
60335	3/31/2016	Veterans Outreach	WA/Clean up of Property on Gradner Ave.	104-407-300-190	350.00
				Warrant Total:	600.00
60336	3/31/2016	Will Tiesiera Ford-Mercury	Vehicle Maint. Unit#192	104-421-300-260	109.00
				Warrant Total:	109.00

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 04/07/2016 - 12:50PM
 Warrant Request Date: 04/12/2016
 DAC Fund:

Batch: 00501.04.2016 - 04/12/2016-Warrant Registe

Line	Claimant	Voucher No.	Amount
1	AAA Quality Services Inc	000060345	491.65
2	Accela, Inc., #774375	000060346	1,270.50
3	Allison Meece	000060347	60.00
4	Amanda Luna	000060348	200.00
5	Amtrak	000060351	590.00
6	Amtrak	000060352	590.00
7	Amtrak	000060349	1,625.00
8	Amtrak	000060350	1,625.00
9	AT&T Mobility	000060353	39.37
10	Auto Zone, Inc.	000060354	558.48
11	Az Auto Parts	000060355	734.95
12	B & C Enterprises	000060356	3,068.18
13	BankCard Center- Bank of the West Credit Cards	000060358	34.95
14	BankCard Center- Bank of the West Credit Cards	000060357	914.30
15	Beatwear Inc	000060359	270.60
16	Benjamin Beavers	000060360	36.00
17	Best Deal Food Co Inc.	000060361	83.89
18	BSK Associates	000060362	600.00
19	C. A. Reding Company, Inc	000060363	33.87
20	California Boiler Inc.	000060364	367.80
21	California Building Standards Comm	000060365	97.20
22	Caves & Associates	000060366	511.88
23	Central Valley Lawn Care	000060367	350.00
24	Chemical Waste Management Inc	000060368	2,735.23
25	Christian Espinoza	000060369	110.00
26	Circle T Farms Inc	000060370	1,200.00
27	City of Corcoran	000060371	185.70
28	Corcoran City Petty Cash	000060372	105.07
29	Corcoran Community Foundation	000060373	57,000.00
30	Corcoran Hardware	000060374	12.85
31	Corcoran Publishing Company	000060375	566.00
32	CPOA	000060376	417.00
33	Daniel McAlister	000060377	12.00
34	Dept of Conservation	000060378	220.43
35	Dept of Motor Vehicles	000060379	73.00
36	Erick Nunez Del Prado	000060380	36.00
37	Farley Law Firm	000060381	5,941.85
38	Farmers Lumber Co	000060382	1.98
39	Felder Communications	000060383	779.50
40	Ferguson Enterprises, Inc	000060384	3,999.06
41	Fresno City College	000060385	114.00
42	Gabriel Padama	000060386	12.00
43	Galls, LLC	000060387	301.94
44	Gary V. Burrows Inc.	000060388	576.56
45	Gary Cramer	000060389	88.00
46	High Desert Wireless Broadband	000060390	5,211.25

Page Total: \$93,853.04

Line	Claimant	Voucher No.	Amount
47	HUB International	000060391	125.98
48	IACP	000060392	175.00
49	John Harris	000060393	12.00
50	Jorgensen & Company	000060394	570.00
51	Joseph Faulkner	000060395	110.00
52	Kenneth D. Schmidt & Assoc	000060396	981.10
53	Kings County Clerk	000060397	42.00
54	Kings County Fire Department	000060398	87,500.00
55	Kings County Planning Agency	000060399	8,592.24
56	Kings County Treasurer	000060400	5,547.36
57	Kings Rehabilitation Center	000060401	7,193.00
58	Kings Waste & Recycling	000060402	10,911.85
59	Lindsey Phillips	000060403	60.00
60	Local Government Publications	000060404	118.66
61	Maria L. Romero Rios	000060405	200.00
62	Matt Chavez	000060406	110.00
63	Megan Bergevin	000060407	200.00
64	Meneses, Miguel	000060408	320.00
65	MUFG Union Bank, N.A.	000060409	35.00
66	Office Depot	000060410	3,001.69
67	Paul McDonald Jr. Co.	000060411	250.00
68	Pedro Castro	000060412	12.00
69	PG&E	000060413	68,556.12
70	Proclean Supply	000060414	26.50
71	Prudential Overall Supply	000060415	594.05
72	Pumping Solutions, Inc	000060416	275.03
73	Quad Knopf, Inc.	000060417	7,912.54
74	Quality Pool Service	000060418	387.00
75	Quest Diagnostics	000060419	29.29
76	Radius Tire Co.	000060420	2,294.67
77	Reuben Shortnancy	000060421	156.00
78	Sanchez, Ramiro	000060422	700.00
79	Sawtelle & Rosprim Industrial	000060423	75.25
80	Select Business Systems	000060424	1,401.99
81	Shell Fleet Plus	000060425	5,918.54
82	Sierra K-9 Trial	000060426	80.00
83	State Water Resources Control	000060427	170.00
84	State Water Resources Control	000060428	90.00
85	Terminix	000060429	42.00
86	TF Tire & Service	000060430	2,552.50
87	The Gas Company	000060431	778.44
88	The Printer	000060432	1,891.05
89	Traffic Safety Corp.	000060433	41.93
90	Trent Augustus	000060434	12.00
91	Tulare Lake Bed CGMP	000060435	5,000.00
92	Tule Trash Company	000060436	103,653.31
93	Univar USA Inc	000060437	9,213.08
94	unWired Broadband	000060438	199.95
95	US Bank	000060439	495.38
96	US Bank Equipment Finance	000060440	225.02
97	Verizon California	000060441	57.82
98	Veronica Vidales	000060442	200.00
99	Will Tiesiera Ford-Mercury	000060443	864.88

Page Total:

\$339,962.22

Line	Claimant	Voucher No.	Amount
		Page Total:	\$0.00
		Grand Total:	\$433,815.26

Accounts Payable Voucher Approval List



User: spineda
 Printed: 04/07/2016 - 12:51PM
 Batch: 00501.04.2016 - 04/12/2016-Warrant Register

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60346	4/12/2016	#774375 Accela, Inc.	Account Receivable Maintenance	104-405-300-200	1,270.50
Warrant Total:					1,270.50
60345	4/12/2016	AAA Quality Services Inc	Potter Potties for 04/9/16 Fire Training (BDTH Program)	104-407-300-197	239.88
60345	4/12/2016	AAA Quality Services Inc	Porta Potty Rental	120-435-300-200	175.54
60345	4/12/2016	AAA Quality Services Inc	Porta Potty Service	120-435-300-200	76.23
Warrant Total:					491.65
60347	4/12/2016	Allison Meece	Communications Training Officer Course/4/24-29/16	104-421-300-270	60.00
Warrant Total:					60.00
60348	4/12/2016	Amanda Luna	Veis Hall Rental Deposit Refund	104-000-362-085	200.00
Warrant Total:					200.00
60349	4/12/2016	Amtrak	Tickets/125 Core to Hanf	145-410-300-292	812.50
60349	4/12/2016	Amtrak	Tickets/125 Hanf to Core	145-410-300-292	812.50
60350	4/12/2016	Amtrak	Tickets/125 Core to Hanf	145-410-300-292	812.50
60350	4/12/2016	Amtrak	Tickets/125 Hanf to Core	145-410-300-292	812.50
60351	4/12/2016	Amtrak	Tickets/ ten 10- Ride Passes	145-410-300-292	590.00
60352	4/12/2016	Amtrak	Tickets/ ten 10- Ride Passes	145-410-300-292	590.00
Warrant Total:					4,430.00
60353	4/12/2016	AT&T Mobility	WWTP-Duty Man Cell Phone	120-435-300-220	39.37
Warrant Total:					39.37
60354	4/12/2016	Auto Zone, Inc.	Blower Motor-Unit#103	104-431-300-260	59.75
60354	4/12/2016	Auto Zone, Inc.	Blower Motor-Unit#103	104-431-300-260	39.82
60354	4/12/2016	Auto Zone, Inc.	Fuel Pump-Unit#150	104-412-300-260	218.13
60354	4/12/2016	Auto Zone, Inc.	Duralast Battery-Unit#167	145-410-300-260	240.78
Warrant Total:					558.48

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60355	4/12/2016	Az Auto Parts	Wiper Blades-Unit#202	104-421-300-260	23.52
60355	4/12/2016	Az Auto Parts	Trico Tech Wiper Blades Unit#202	104-421-300-260	23.97
60355	4/12/2016	Az Auto Parts	Serpentine Belt Unit#197	104-421-300-260	37.37
60355	4/12/2016	Az Auto Parts	Spark Plugs Unit#191	104-421-300-260	37.15
60355	4/12/2016	Az Auto Parts	Scotch Brite-Flat Black Unit#191	104-421-300-260	15.44
60355	4/12/2016	Az Auto Parts	Air Filter/Air Filter Panel Unit#223	104-421-300-260	15.19
60355	4/12/2016	Az Auto Parts	Slack Idler & Belt	145-410-300-260	78.08
60355	4/12/2016	Az Auto Parts	Red Primer/Black Gloss Unit#1	104-431-300-262	9.42
60355	4/12/2016	Az Auto Parts	Screwdrivers	104-433-300-210	15.78
60355	4/12/2016	Az Auto Parts	Oil Stabilizer Unit#163	104-412-300-140	13.29
60355	4/12/2016	Az Auto Parts	Oil Filter/Air Filter Unit#163	104-412-300-140	47.11
60355	4/12/2016	Az Auto Parts	Hydraulic Oil/Jack Oil	105-437-300-210	15.82
60355	4/12/2016	Az Auto Parts	Grote Lighting-Unit#134	112-438-300-140	15.48
60355	4/12/2016	Az Auto Parts	Drain Plug/Lube Filter Unit#170	145-410-300-260	54.91
60355	4/12/2016	Az Auto Parts	Post-Q Ext. Wear Disc Unit#216	145-410-300-260	82.90
60355	4/12/2016	Az Auto Parts	Oil Filter/Air Filter Unit#103	104-431-300-260	14.08
60355	4/12/2016	Az Auto Parts	Oil Drain Plug Unit#103	104-431-300-260	4.97
60355	4/12/2016	Az Auto Parts	Belt Unit#169	145-410-300-260	115.13
60355	4/12/2016	Az Auto Parts	Super Glue Unit#155	120-435-300-260	3.57
60355	4/12/2016	Az Auto Parts	Battery Cable/Terminal Unit#92	120-435-300-140	31.08
60355	4/12/2016	Az Auto Parts	1/4" Driver	105-437-300-210	2.19
60355	4/12/2016	Az Auto Parts	Lube filter Unit#169	145-410-300-260	56.21
60355	4/12/2016	Az Auto Parts	5 Qt Multit Wt Oil	105-437-300-210	20.00
60355	4/12/2016	Az Auto Parts	Brake Fluid HD Prem	105-437-300-210	2.29
				Warrant Total:	734.95
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel Depot	145-410-300-250	663.78
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel Parks	104-412-300-250	238.00
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel PD	104-421-300-250	1,091.78
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel PW	104-431-300-250	150.11
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel Mechanics	104-433-300-250	168.35
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel Streets	109-434-300-250	401.03
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel Sweeper	112-438-300-250	101.74
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel WW	120-435-300-250	188.71
60356	4/12/2016	B & C Enterprises	March 2016 Statement-Fuel Water	105-437-300-250	64.68
				Warrant Total:	3,068.18
60357	4/12/2016	BankCard Center- Bank of the West Credit Cards	Range Membership/S. Chee	104-421-300-170	78.00
60357	4/12/2016	BankCard Center- Bank of the West Credit Cards	Professional Services/Photography	104-421-300-200	90.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60357	4/12/2016	BankCard Center- Bank of the West Credit Cards	Postal Service/Evidenc	104-432-300-152	6.74
60357	4/12/2016	BankCard Center- Bank of the West Credit Cards	Baton Instructor/Lodging/ B. Beavers	104-421-300-270	538.25
60357	4/12/2016	BankCard Center- Bank of the West Credit Cards	Big 5/Armory Supplies	104-421-300-210	181.31
60358	4/12/2016	BankCard Center- Bank of the West Credit Cards	Earthlink- Website	104-401-300-157	34.95
			Warrant Total:		949.25
60359	4/12/2016	Beatwear Inc	Max Rapozo/Uniform/Academy	104-421-200-125	270.60
			Warrant Total:		270.60
60360	4/12/2016	Benjamin Beavers	Interview & Interrogation Techniques/4/27-29/16	104-421-300-270	36.00
			Warrant Total:		36.00
60361	4/12/2016	Best Deal Food Co Inc.	Dept Supplies	120-435-300-210	11.59
60361	4/12/2016	Best Deal Food Co Inc.	Dept Supplies	120-435-300-210	57.66
60361	4/12/2016	Best Deal Food Co Inc.	Dept Supplies	104-432-300-210	14.64
			Warrant Total:		83.89
60362	4/12/2016	BSK Associates	Ground Water Sampling/Project Mngment-WWTP	120-435-300-200	600.00
			Warrant Total:		600.00
60363	4/12/2016	C. A. Reding Company, Inc	Copier Lease-Depot	145-410-300-180	33.87
			Warrant Total:		33.87
60364	4/12/2016	California Boiler Inc.	Service Boiler-Not Heating Up	120-435-300-140	367.80
			Warrant Total:		367.80
60365	4/12/2016	California Building Standards Comm	Bldg Smds Admin Spcl Revolv Fund-3rd Qtr15-16/Jan-Mar 2016	104-000-202-013	97.20
			Warrant Total:		97.20
60366	4/12/2016	Caves & Associates	Negotiations April 2016	104-402-300-200	511.88
			Warrant Total:		511.88
60367	4/12/2016	Central Valley Lawn Care	Landscaping/Mowing Svc-Pleasant Ridge	111-602-300-200	350.00
			Warrant Total:		350.00
60368	4/12/2016	Chemical Waste Management Inc	Filter Press Sludge Removal	105-437-300-193	2,375.23
60368	4/12/2016	Chemical Waste Management Inc	Bin Rental	105-437-300-200	360.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60369	4/12/2016	Christian Espinoza	Per Diem-C Espinoza -CRWA Expo	120-435-300-270	2,735.23
				Warrant Total:	110.00
60370	4/12/2016	Circle T Farms Inc	Disc Property-Pickeil & Whitley/Industrial Park	104-407-300-197	1,200.00
				Warrant Total:	1,200.00
60371	4/12/2016	City of Corcoran	2410 Bell Ave./Acct#002166-002	301-430-300-316	46.35
60371	4/12/2016	City of Corcoran	1116 Sherman Ave./Acct#002166-004	301-430-300-316	139.35
				Warrant Total:	185.70
60372	4/12/2016	Corcoran City Petty Cash	Air Freshener For Break Room & Finance Room	104-432-300-150	13.94
60372	4/12/2016	Corcoran City Petty Cash	Postage-Post Master	104-432-300-152	4.13
60372	4/12/2016	Corcoran City Petty Cash	Per Diem-J Faulkner AWWA Conf. 3/21-23/16	105-437-300-270	87.00
				Warrant Total:	105.07
60373	4/12/2016	Corcoran Community Foundation	50% of Contract	104-412-300-206	57,000.00
				Warrant Total:	57,000.00
60374	4/12/2016	Corcoran Hardware	Explorer Supplies	330-429-300-210	12.85
				Warrant Total:	12.85
60375	4/12/2016	Corcoran Publishing Company	Transit Ad-March 3 & 31 2016	145-410-300-156	566.00
				Warrant Total:	566.00
60376	4/12/2016	CPOA	Trng/Leadership: Challenge/Regstr: P. Castro, G. Cramer, G. Pedama	104-421-300-170	417.00
				Warrant Total:	417.00
60377	4/12/2016	Daniel McAlister	k9 Trials-May 13-14, 2016	104-421-300-270	12.00
				Warrant Total:	12.00
60378	4/12/2016	Dept of Conservation	Strong Motion Inst & Map Fee-3rd Qtr 15-16/Jan-Mar 2016	104-000-202-013	220.43
				Warrant Total:	220.43
60379	4/12/2016	Dept of Motor Vehicles	Class B Written Exam-Dylan Zable	105-437-300-160	73.00
				Warrant Total:	73.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60380	4/12/2016	Erick Nunez Del Prado	Interview & Interrogation Tech/Aprl 27-29, 2016	104-421-300-270	36.00
Warrant Total:					36.00
60381	4/12/2016	Farley Law Firm	Legal Expenses-2/25-3/24/16	104-403-300-200	5,941.85
Warrant Total:					5,941.85
60382	4/12/2016	Farmers Lumber Co	Dept Supplies	120-435-300-210	1.98
Warrant Total:					1.98
60383	4/12/2016	Felder Communications	Radio Maint & Repair	145-410-300-141	51.50
60383	4/12/2016	Felder Communications	Radio Maint & Repair	104-412-300-141	34.00
60383	4/12/2016	Felder Communications	Radio Maint & Repair	104-421-300-141	490.00
60383	4/12/2016	Felder Communications	Radio Maint & Repair	104-431-300-141	42.50
60383	4/12/2016	Felder Communications	Radio Maint & Repair	109-434-300-141	51.00
60383	4/12/2016	Felder Communications	Radio Maint & Repair	120-435-300-141	34.00
60383	4/12/2016	Felder Communications	Radio Maint & Repair	105-437-300-141	59.50
60383	4/12/2016	Felder Communications	Radio Maint & Repair	121-439-300-141	17.00
Warrant Total:					779.50
60384	4/12/2016	Ferguson Enterprises, Inc	Dept Supplies-Distribution	105-437-300-210	1,856.39
60384	4/12/2016	Ferguson Enterprises, Inc	Dept Supplies-Distribution	105-437-300-210	1,890.71
60384	4/12/2016	Ferguson Enterprises, Inc	Dept Supplies	105-437-300-210	251.96
Warrant Total:					3,999.06
60385	4/12/2016	Fresno City College	Course Registration-Comm Trng Officer-L. Phillips & A. Meece	104-421-300-270	114.00
Warrant Total:					114.00
60386	4/12/2016	Gabriel Padama	CPOA-The Leadership Challenge, May 18, 2016	104-421-300-270	12.00
Warrant Total:					12.00
60387	4/12/2016	Galls, LLC	Regional SWAT Uniforms	104-421-300-210	301.94
Warrant Total:					301.94
60388	4/12/2016	Gary V. Burrows Inc.	Diesel Fuel	104-412-300-250	200.00
60388	4/12/2016	Gary V. Burrows Inc.	Diesel Fuel	104-433-300-250	176.56
60388	4/12/2016	Gary V. Burrows Inc.	Diesel Fuel	109-434-300-250	200.00
Warrant Total:					576.56

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60389	4/12/2016	Gary Cramer	TLOCC/April 24-25, 2016	104-421-300-270	64.00
60389	4/12/2016	Gary Cramer	Behavioral Threat Assess/May 25, 2016	104-421-300-270	12.00
60389	4/12/2016	Gary Cramer	CPOA-The Leadership Challenge/May 12, 2016	104-421-300-270	12.00
Warrant Total:					88.00
60390	4/12/2016	High Desert Wireless Broadband	Monthly Contract Rate for March 2016	104-432-300-201	4,095.00
60390	4/12/2016	High Desert Wireless Broadband	Total Billable Hours for All Deps-March 2016	104-432-300-201	1,116.25
Warrant Total:					5,211.25
60391	4/12/2016	HUB International	Certificate of Liability	104-000-362-085	125.98
Warrant Total:					125.98
60392	4/12/2016	IACP	Membership Dues/R. Shortmancy Jan-Dec 2016	104-421-300-170	175.00
Warrant Total:					175.00
60393	4/12/2016	John Harris	Behavioral Threat Assessment May 25, 2016	104-421-300-270	12.00
Warrant Total:					12.00
60394	4/12/2016	Jorgensen & Company	Fire Alarm Repair-City Hall	104-432-300-200	190.00
60394	4/12/2016	Jorgensen & Company	Fire Alarm Service-RAO	104-432-300-200	380.00
Warrant Total:					570.00
60395	4/12/2016	Joseph Faulkner	Per Diem-J. Faulker-CRWA Expo/4/25-29/16	105-437-300-270	110.00
Warrant Total:					110.00
60396	4/12/2016	Kenneth D. Schmidt & Assoc	Ground Water Storage Survey	105-437-300-200	981.10
Warrant Total:					981.10
60397	4/12/2016	Kings County Clerk	Reconveyance 2506 Bell Ave.	104-406-300-200	14.00
60397	4/12/2016	Kings County Clerk	Reconveyance -930 Chase	104-406-300-200	14.00
60397	4/12/2016	Kings County Clerk	Title Cloud-2478 Sherman	104-406-300-200	14.00
Warrant Total:					42.00
60398	4/12/2016	Kings County Fire Department	3 Qtr -Contract payment 2016	104-422-300-208	87,500.00
Warrant Total:					87,500.00
60399	4/12/2016	Kings County Planning Agency	County loan Payments Jan-Marc2016	190-470-365-099	1,789.60
60399	4/12/2016	Kings County Planning Agency	County loan Payments Jan-Marc2016	191-472-365-099	2,034.47

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60399	4/12/2016	Kings County Planning Agency	County loan Payments Jan-Marc2016	193-474-365-099	798.15
60399	4/12/2016	Kings County Planning Agency	County loan Payments Jan-Marc2016	195-477-365-099	3,055.76
60399	4/12/2016	Kings County Planning Agency	County loan Payments Jan-Marc2016	196-478-365-099	1,180.00
60399	4/12/2016	Kings County Planning Agency	city 3% Share	301-430-366-100	-265.74
			Warrant Total:		8,592.24
60400	4/12/2016	Kings County Treasurer	Bond Charges Jan-March 2016	120-435-340-343	5,547.36
			Warrant Total:		5,547.36
60401	4/12/2016	Kings Rehabilitation Center	Janitorial Services	136-415-300-200	3,022.21
60401	4/12/2016	Kings Rehabilitation Center	Janitorial Services	104-432-300-200	3,770.79
60401	4/12/2016	Kings Rehabilitation Center	Janitorial Services	145-410-300-200	400.00
			Warrant Total:		7,193.00
60402	4/12/2016	Kings Waste & Recycling	Green Waste-248.67 Units/Tons	112-436-300-192	9,946.80
60402	4/12/2016	Kings Waste & Recycling	Blue Cans- 85.78 Units/Tons	112-436-300-192	965.05
			Warrant Total:		10,911.85
60403	4/12/2016	Lindsey Phillips	Comm Training Officer Course 4/25-29/16	104-421-300-270	60.00
			Warrant Total:		60.00
60404	4/12/2016	Local Government Publications	Purchase of Longtin's California Land Use 2016 Update	104-407-300-170	118.66
			Warrant Total:		118.66
60405	4/12/2016	Maria L. Romero Rios	Vets Hall Deposit Refund	104-000-362-085	200.00
			Warrant Total:		200.00
60406	4/12/2016	Matt Chavez	Per Diem-M. Chavez-CRWA Expo	120-435-300-270	110.00
			Warrant Total:		110.00
60407	4/12/2016	Megan Bergevin	Vets Hall Deposit Refund	104-000-362-085	200.00
			Warrant Total:		200.00
60408	4/12/2016	Miguel Meneses	Yard Svc Sunrise Villa	111-601-300-202	200.00
60408	4/12/2016	Miguel Meneses	Yard Svc 1/2 and Orange	111-601-300-202	120.00
			Warrant Total:		320.00
60409	4/12/2016	MUFG Union Bank, N.A.	Letter of Credit 10/1/15-12/31/15	105-437-400-430	35.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	35.00
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	93.68
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	427.84
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	88.16
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	6.82
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	20.52
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	89.12
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	427.84
60410	4/12/2016	Office Depot	Toner Black for Comm Dev Printer	104-407-300-210	91.36
60410	4/12/2016	Office Depot	Post It Sticky Notes	104-432-300-150	10.58
60410	4/12/2016	Office Depot	Blue Folder with Dividers	104-432-300-150	24.71
60410	4/12/2016	Office Depot	Laser Jet Printer	104-402-300-210	352.05
60410	4/12/2016	Office Depot	2 Year Protection Plan-Laser Jet Printer	104-402-300-210	79.99
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	285.18
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	210.69
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	507.83
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	173.13
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	12.35
60410	4/12/2016	Office Depot	Department Supplies	104-421-300-150	99.84
				Warrant Total:	3,001.69
60411	4/12/2016	Paul McDonald Jr. Co.	Video Sewer/Locate Leak-WWTP	120-435-300-200	250.00
				Warrant Total:	250.00
60412	4/12/2016	Pedro Castro	CFOA-The Leadership Challenges, May 18, 2016	104-421-300-270	12.00
				Warrant Total:	12.00
60413	4/12/2016	PG&E	Acct#8465964727-9	301-430-300-316	9.53
60413	4/12/2016	PG&E	Acct#9417235641-5	301-430-300-316	9.53
60413	4/12/2016	PG&E	Acct#994970000756-9	111-601-300-240	9.53
60413	4/12/2016	PG&E	Acct#994970000756-9	145-410-300-240	690.47
60413	4/12/2016	PG&E	Acct#994970000756-9	104-411-300-240	2,865.99
60413	4/12/2016	PG&E	Acct#994970000756-9	104-412-300-240	611.97
60413	4/12/2016	PG&E	Acct#994970000756-9	104-432-300-240	4,592.86
60413	4/12/2016	PG&E	Acct#994970000756-9	104-432-320-240	176.35
60413	4/12/2016	PG&E	Acct#994970000756-9	109-434-300-240	301.28
60413	4/12/2016	PG&E	Acct#994970000756-9	120-435-300-240	17,845.39
60413	4/12/2016	PG&E	Acct#994970000756-9	121-439-300-240	610.12

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60413	4/12/2016	PG&E	Acct#994970000756-9	105-437-300-240	40,833.10
				Warrant Total:	68,556.12
60414	4/12/2016	Proclean Supply	Janitorial Supplies	104-432-300-210	26.50
				Warrant Total:	26.50
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	145-410-300-200	65.76
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	136-415-300-200	46.86
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	104-432-300-200	206.35
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	104-432-300-200	37.60
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	104-432-300-200	29.80
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	104-433-300-200	46.95
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	104-433-300-200	24.95
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	120-435-300-200	65.76
60415	4/12/2016	Prudential Overall Supply	Entrance Rugs/Shop Towels/Dust Mops	105-437-300-200	70.02
				Warrant Total:	594.05
60416	4/12/2016	Pumping Solutions, Inc	Diaphragm	105-437-300-140	275.03
				Warrant Total:	275.03
60417	4/12/2016	Quad Knopf, Inc.	WEB Based GIS Annual Server Hosting	104-431-300-200	230.77
60417	4/12/2016	Quad Knopf, Inc.	Engineer Svcs-Print Plans for PD Study	315-421-300-200	548.73
60417	4/12/2016	Quad Knopf, Inc.	Engineer Svcs-Well Evaluation/Corona	105-437-300-200	6,400.75
60417	4/12/2016	Quad Knopf, Inc.	Engineer Svcs-High Speed Rail	104-431-300-201	84.29
60417	4/12/2016	Quad Knopf, Inc.	Corcoran -New Well #11	105-437-300-200	648.00
				Warrant Total:	7,912.54
60418	4/12/2016	Quality Pool Service	Soda Bicarbonate-Pool	104-411-300-210	387.00
				Warrant Total:	387.00
60419	4/12/2016	Quest Diagnostics		104-421-300-200	29.29
				Warrant Total:	29.29
60420	4/12/2016	Radius Tire Co.	Vehicle Maint/Tires for PD Units	104-421-300-260	2,294.67
				Warrant Total:	2,294.67
60422	4/12/2016	Ramiro Sanchez	Lettering on new Bus #238	145-410-300-260	700.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60421	4/12/2016	Reuben Shortmancy	Kings Co. Law Enforc Workshop 4/24-27/16	104-421-300-270	700.00
Warrant Total:					700.00
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Latex Gloves	105-437-300-210	28.67
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Brass Fittings	120-435-300-210	21.26
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Safety Glasses/Gloves	109-434-300-210	22.21
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Latex Gloves	105-437-300-210	28.67
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Course Stop Nut/Course Carriage Bolt Unit#150	104-412-300-260	5.85
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Bolts	120-435-300-210	2.15
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Sealant/Screw Extractor	105-437-300-210	26.20
60423	4/12/2016	Sawrelle & Rosprim Industrial	Dept Supplies-Rubber Mallet	120-435-300-210	13.55
60423	4/12/2016	Sawrelle & Rosprim Industrial	Payment-Dept Supplies	120-435-300-140	-15.97
60423	4/12/2016	Sawrelle & Rosprim Industrial	Payment-Dept Supplies	104-433-300-210	-57.34
Warrant Total:					75.25
60424	4/12/2016	Select Business Systems	Sharp MX 401 Copier/Contact#1451-02/Jan 12-Apr 11, 2016/	104-432-300-140	1,401.99
Warrant Total:					1,401.99
60425	4/12/2016	Shell Fleet Plus	Fuel- Streets	109-434-300-250	546.68
60425	4/12/2016	Shell Fleet Plus	Fuel- Pd	104-421-300-250	1,635.93
60425	4/12/2016	Shell Fleet Plus	Fuel- WW	120-435-300-250	335.16
60425	4/12/2016	Shell Fleet Plus	Fuel- Water	105-437-300-250	1,211.88
60425	4/12/2016	Shell Fleet Plus	Fuel- Bldg	104-407-300-250	51.66
60425	4/12/2016	Shell Fleet Plus	Fuel- Depot	145-410-300-250	1,686.04
60425	4/12/2016	Shell Fleet Plus	Fuel- Parks	104-412-300-250	451.19
Warrant Total:					5,918.54
60426	4/12/2016	Sierra K-9 Trial	Competition Fee/D. McAlister	104-421-300-270	80.00
Warrant Total:					80.00
60427	4/12/2016	State Water Resources Control	G-1 Renewal -D. Modesto	120-435-300-160	170.00
60428	4/12/2016	State Water Resources Control	T-3 Certification-R. Perez	105-437-300-160	90.00
Warrant Total:					260.00
60429	4/12/2016	Terminix	2410 Bell Ave.	301-430-300-316	42.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	42.00
60430	4/12/2016	TF Tire & Service	Tire x1 Unit#223	104-421-300-260	146.70
60430	4/12/2016	TF Tire & Service	Flat Tire Unit#217	104-421-300-260	29.00
60430	4/12/2016	TF Tire & Service	Tire x3 Unit#223	104-421-300-260	486.51
60430	4/12/2016	TF Tire & Service	Tires x3 Unit#170	145-410-300-260	1,312.22
60430	4/12/2016	TF Tire & Service	Tires x4 Unit#216	145-410-300-260	578.07
				Warrant Total:	2,552.50
60431	4/12/2016	The Gas Company	Acct#05463252576	104-432-300-242	67.88
60431	4/12/2016	The Gas Company	Acct#11971525008	104-432-300-242	68.80
60431	4/12/2016	The Gas Company	Acct#06301527005	120-435-300-242	604.76
60431	4/12/2016	The Gas Company	Acct#12302978541	145-410-300-211	37.00
				Warrant Total:	778.44
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-433-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	105-437-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	145-410-300-200	124.00
60432	4/12/2016	The Printer	Business Card Base Run/Templet	112-438-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-402-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-405-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-406-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-407-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-412-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-421-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-431-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	104-432-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	120-435-300-200	124.02
60432	4/12/2016	The Printer	Business Card Base Run/Templet	121-439-300-200	124.01
60432	4/12/2016	The Printer	Printing Services/NoteCards	104-421-300-155	154.80
				Warrant Total:	1,891.05
60433	4/12/2016	Traffic Safety Corp.	Crossing Guard Equipment	104-421-300-210	41.93
				Warrant Total:	41.93
60434	4/12/2016	Trent Augustus	Behavioral Threat Assessment-May 25, 2016	104-421-300-270	12.00
				Warrant Total:	12.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60435	4/12/2016	Tulare Lake Bed CGMP	Year 2016-Assessment Allocation	105-437-300-160	5,000.00
				Warrant Total:	5,000.00
60436	4/12/2016	Tule Trash Company	Contract	112-436-300-200	113,997.42
60436	4/12/2016	Tule Trash Company	Franchise Fee 7.5%	112-436-316-023	-8,549.81
60436	4/12/2016	Tule Trash Company	Franchise Fee/Roll Offs/March 2016	112-436-316-023	-1,824.30
60436	4/12/2016	Tule Trash Company	Cans Pulled For Non Payment	112-436-300-200	30.00
				Warrant Total:	103,653.31
60437	4/12/2016	Univar USA Inc	Sod Hypo	105-437-300-219	4,209.24
60437	4/12/2016	Univar USA Inc	Caustic Potash	120-435-300-219	5,003.84
				Warrant Total:	9,213.08
60438	4/12/2016	unWired Broadband	Internet Service-WTP	105-437-300-220	199.95
				Warrant Total:	199.95
60439	4/12/2016	US Bank	08 Bond Trustee & Agent Fees-Legal Fee-Doc Review of LOC Exp	105-437-300-200	495.38
				Warrant Total:	495.38
60440	4/12/2016	US Bank Equipment Finance	Public Works Copier Lease	109-434-300-180	225.02
				Warrant Total:	225.02
60441	4/12/2016	Verizon California	Vets Hall-Telephone Svc	104-432-320-220	57.82
				Warrant Total:	57.82
60442	4/12/2016	Veronica Vidales	Vets Hall Deposit Refund	104-000-362-085	200.00
				Warrant Total:	200.00
60443	4/12/2016	Will Tiesiera Ford-Mercury	Vehicle Maint Unit#192	104-421-300-260	864.88
				Warrant Total:	864.88

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

Public Hearing
ITEM #: 5-A

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin Tromborg: Community Development Director/Planner/Building Official

DATE: March 24, 2016 **MEETING DATE:** April 12, 2016

SUBJECT: 2016 2024 Housing Element Review

RECOMMENDATION

Adopt a Resolution 2832, City Council approval of the 2016-2024 Housing Element.

DISCUSSION

State law requires each jurisdiction in Kings County to prepare an updated Housing Element for the 2016-2024 planning period. The County and its four cities have again followed a collaborative process in preparing a Countywide Housing Element for all five jurisdictions. As described below, the Housing Element includes data, analysis and general goals and policies covering the entire county, but each jurisdiction has separate programs that apply only to that jurisdiction. In adopting the Housing Element, no jurisdiction is required to adopt programs that apply to another jurisdiction.

A public workshop regarding the Housing Element update was held in the Corcoran City Council Chambers on November 10, 2014, and the draft Housing Element was subsequently submitted to the California Department of Housing and Community Development ("HCD") for review as required by state law. On November 24, 2015 HCD issued a letter (**Attachment B**) finding that some revisions to the draft Housing Element are necessary to fully address the requirements of state law. In response to HCD's comments, a revised draft Housing Element has been prepared. A summary of revisions that have been made in response to HCD's comments, as well as the revised draft Housing Element are attached to the Resolution (**Attachment A**). The revisions prepared in response to HCD's comments reflect clarifications and would not substantively change any policies or programs in the draft Housing Element.

Staff recommends that the City Council review and adopt the 2016 2024 Housing Element as revised in response to HCD comments.

ANALYSIS:

The General Plan is the City's primary planning policy document. The General Plan includes state-mandated "elements" that set forth objectives, principles, standards and goals to guide orderly development. The City's current Housing Element covering the 2009-2014 planning period was adopted in 2010. State law now establishes requirements for updating Housing Elements on an eight-year cycle concurrent with every other update to the Regional Transportation Plan. All elements of the General Plan are required to be consistent, and the draft Housing Element reflects the revisions to the General Plan that were adopted in late 2014.

Pursuant to state law, draft Housing Elements must be submitted to HCD for review prior to adoption. The state legislature has granted HCD the authority to promulgate detailed guidelines for the preparation of Housing Elements, and also to issue opinions regarding whether local Housing Elements substantially comply with the requirements of state law. A finding of substantial compliance by HCD is referred to as Housing Element "certification."

Housing Element certification is desirable for several reasons. The General Plan establishes the foundation for a city's exercise of local zoning and land use regulatory powers. State law provides a presumption of validity for a Housing Element that has been certified by HCD. As a result, a certified Housing Element can help support a city's land use authority in the event of a legal challenge. In addition, some grant funding programs require a certified Housing Element as a prerequisite for eligibility. Over the years, proposals have been introduced in the state legislature to impose penalties on cities and counties that do not to obtain certification (such as withholding gas tax revenues) but no such penalties are presently in effect.

The state legislature has determined that the availability of housing is of vital statewide importance, and attainment of decent housing and a suitable living environment for every Californian is a priority of the highest order. Achievement of this goal requires cooperation between governments and the private sector to expand housing opportunities and accommodate the housing needs of Californians of all income levels.

In accordance with Section 65583 of the California *Government Code*, the Housing Element must include the following components:

- A review of the previous Housing Element's goals, policies, objectives and programs to ascertain the effectiveness of each of these components, as well as the overall effectiveness of the Housing Element;
- An assessment of housing needs and an inventory of resources and constraints related to meeting these needs;
- A statement of goals, policies and quantified objectives related to maintenance, preservation, improvement and development of housing; and,
- A policy program that provides a schedule of actions that the City intends to undertake

to implement the policies set forth in the Housing Element.

Housing Element Organization

The 2016-2024 Housing Element is organized into the following six chapters and three appendices:

- **Chapter 1: Introduction** describes the purpose, organization and requirements of the Housing Element;
- **Chapter 2: Housing Needs Assessment** analyzes the demographic, economic and housing trends and describes the housing needs of each jurisdiction's residents;
- **Chapter 3: Resources and Opportunities** analyzes resources for housing, including land, financial and administrative resources, and opportunities for energy conservation;
- **Chapter 4: Constraints** analyzes both governmental and non-governmental constraints to housing production;
- **Chapter 5: Housing Plan** describes each jurisdiction's strategies and actions for the construction, conservation, rehabilitation and preservation of housing;
- **Chapter 6: Glossary** provides definitions of the terms used in the Housing Element;
- **Appendix A: Evaluation of the Prior Housing Element** describes each jurisdiction's progress in implementing the programs contained in the prior Housing Element;
- **Appendix B: Land Inventory** provides a parcel-level inventory of land suitable for housing development in each jurisdiction;
- **Appendix C: Public Participation Summary** describes opportunities for public review of the new Housing Element and how comments have been addressed.

While the new Housing Element has been extensively revised to include updated demographic information and reflect changed circumstances, no major changes to current policies or programs for Corcoran are proposed. The revised housing programs reflect a continuation of existing policy and the City's completion of several actions called for in the previous Housing Element.

Key Issues

Housing Element updates typically involves two key issues: 1) identification of adequate sites for housing development to accommodate projected population growth; and 2) zoning regulations pertaining to affordable housing and persons with special needs.

Adequate Sites for Housing

A key requirement of state law is that each jurisdiction demonstrate the availability of adequate sites with appropriate zoning to accommodate residential development commensurate with its assigned share of regional growth needs as described in the Regional Housing Needs Assessment (RHNA).

At the beginning of each Housing Element cycle, KCAG prepares a RHNA Plan in consultation with HCD. The RHNA identifies the number of new housing units each jurisdiction must accommodate through its land use plans and zoning regulations. It is important to note that the RHNA establishes *planning targets, not development quotas*. No penalty is imposed on cities if actual development does not achieve the RHNA allocations as long as adequate sites for potential development have been identified.

Chapter 3 and Appendix B of the Housing Element include an analysis of each jurisdiction’s assigned share of the region’s housing needs and the availability of sites that could accommodate new housing development commensurate with the RHNA. Corcoran’s RHNA allocation for the new planning period is 946 housing units distributed among income categories as follows:

**2016-2024 RHNA Allocation
City of Corcoran**

Very Low	Low	Moderate	Above Moderate	Total
215*	161	169	401	946

*Per state law, half of the very-low units are assumed to be in the extremely-low category
Source: KCAG, 1/28/2015

The very-low- and low-income categories of the RHNA allocation normally receive the most attention because state law requires cities to establish appropriate development standards to address these needs. Under state law, zoning that allows multi-family development at a density of 20 units/acre or more is deemed sufficient to facilitate development of housing that is affordable to very-low- and low-income households in Kings County. State law also allows jurisdictions to identify sites with maximum densities of less than 20 units/acre as suitable for lower-income housing if supporting analysis can be provided based on market demand, financial feasibility, and development experience.

Based on local market conditions, the residential land inventory described in Chapter 3 and Appendix B of the Housing Element identifies sufficient sites with appropriate zoning to accommodate the City’s RHNA allocation in all income categories.

Zoning Regulations for Affordable Housing and Persons with Special Needs

State law requires all jurisdictions to adopt zoning standards and procedures to facilitate affordable housing development and accommodate persons with disabilities and other special needs. The previous Housing Element included program commitments to revise zoning regulations in conformance with state laws related to emergency shelters, transitional/supportive housing, reasonable accommodation and farmworker housing. All of those amendments have been completed as part of the Zoning Code update and no additional zoning amendments are proposed or required. Chapter 4 of the Housing Element contains a discussion of these requirements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

An Initial Study/Negative Declaration (IS/ND) was adopted by the City Council for the 2009-2014 Housing Element update. That IS/ND concluded that the Housing Element would not result in a significant impact on the environment. The 2016-2024 Housing Element update does not propose any changes to City policies or development regulations that would result in new significant environmental impacts or a substantial increase in the severity of impacts analyzed in the previous IS/ND, therefore an Addendum has been prepared pursuant to CEQA Guidelines Sections 15162 and 15164 (**Attachment C**).

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution 2832 Approving the 2016-2024 Housing Element and direct Staff to forward the document to HCD for final State review.

ATTACHMENTS

- A. Resolution 2832
 - Exhibit 1: HCD Comments and Responses
 - Exhibit 2: 2016-2024 Housing Element
- B. HCD letter dated November 24, 2015
- C. CEQA Addendum

RESOLUTION NO. 2832

**A RESOLUTION OF THE CORCORAN CITY COUNCIL RECOMMENDING
ADOPTION OF THE
2016-2024 HOUSING ELEMENT UPDATE OF THE GENERAL PLAN**

WHEREAS, state law requires each jurisdiction in California to adopt a General Plan, which includes a Housing Element; and

WHEREAS, each jurisdiction within Kings County is required by state law to prepare an update to its Housing Element for the 2016-2024 planning period; and

WHEREAS, on November 10, 2014 a public workshop was conducted regarding the 2016-2024 Housing Element, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, in compliance with Section 65585 of the California Government Code, the Draft Housing Element was transmitted to the California Department of Housing and Community Development (HCD) for review; and

WHEREAS, on November 24, 2015 HCD issued a letter reporting its findings on the Draft Housing Element; and

WHEREAS, the City's responses to each and every HCD comment along with a summary of revisions made in the Draft Housing Element to address those comments are set forth in Exhibit 1 attached hereto; and

WHEREAS, on March 14, 2016 the Planning Commission conducted a duly-noticed public hearing at which time all interested persons were provided an opportunity to offer comments on the draft Housing Element update; and

WHEREAS, the Planning Commission considered the entire administrative record for the proposed 2016-2024 Housing Element Update, including the staff report, HCD comments, the City's responses to HCD comments, the CEQA Addendum, and all written and oral testimony offered at and prior to the public hearing AND APPROVED Resolution 16-03 recommending the City council to adopt the 2016-2024 Housing Element Update and direct staff to forward the document to HCD for final review; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15164 an Addendum to the previous Negative Declaration for the 2009-2014 Housing Element was prepared to evaluate potential environmental impacts of the 2016-2024 Housing Element Update; and

NOW, THEREFORE, BE IT RESOLVED, that after a thorough review and full consideration of all evidence and testimony the Corcoran City Council finds that:

1. The Addendum to the Negative Declaration prepared for the 2009-2014 Housing Element satisfies the requirements of CEQA for the 2016-2024 Housing Element Update. There is no substantial evidence in the record that the 2016-2024 Housing Element Update would have a significant effect on the environment. The Addendum reflects the independent judgment of the Planning Commission.
2. After a thorough review and full consideration of all evidence and testimony, the City Council finds that the 2016-2024 Housing Element, set forth in Exhibit 2 attached hereto, has been revised to fully address HCD's comments and substantially complies with the requirements of state Housing Element law.
3. On the basis of the foregoing findings, the Corcoran City Council hereby adopts Resolution 2823 adopting the 2016-2024 Housing Element Update of the General Plan and hereby directs staff to forward the document to HCD for final review.

PASSED AND ADOPTED at a regular meeting of the Corcoran City Council held on April 12, 2016, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jerry Robertson
Mayor

ATTEST:

Kindon Meik
Acting City Clerk

CERTIFICATE

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

I, Kindon Meik, Acting City Clerk of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution 2834 duly passed by the City Council of the City of Corcoran at a regular meeting thereof held on the 12th day of April, 2016, by the vote as set forth therein.

DATED: April 12, 2016

ATTEST:

Kindon Meik, Acting City Clerk

Exhibit 1

HCD Comments and Responses
City of Corcoran

HCD Comment*	Housing Element Page	Response
A.1 Appropriate Densities to Accommodate Lower Income Households	B-4 & 5 B-19	Appendix B has been revised to provide additional analysis of the suitability of allowable densities to facilitate affordable housing development. In addition, the sites inventory has been revised to reflect more conservative affordability assumptions for the RM-3 multi-family zone (14.7 units/acre) with half of the potential units for sites of at least one acre and all sites smaller than one acre assigned to the moderate-income category.
A.1 Suitability of Small Sites	5-13	In order to facilitate lot consolidation for small parcels, Program 2.7 in the Housing Plan (Chapter 5) includes a commitment for fee reductions and concurrent processing of lot mergers for multi-family projects that include units affordable to lower-income households.
A.1 Emergency Shelters	4-17	As noted in the draft element, emergency shelters are permitted by-right (without discretionary action) in the Service Commercial (CS) zone. Chapter 4 has been revised to include additional analysis of potential sites for emergency shelters, including the acreage and suitability of sites within the CS zone. The CS zone encompasses a total of approximately 50 acres with 13 vacant parcels totaling about 22 acres. These vacant parcels provide sufficient capacity to accommodate the City's need for shelter beds.
A.1 Transitional and Supportive Housing	4-18 5-15 & 16	Transitional and supportive housing are permitted in all residential zones subject to the same requirements that apply to other residential dwellings of the same type in the same zone. Program 2.11 has been revised to include a commitment to process a Code amendment to ensure that transitional and supportive housing are also permitted in non-residential zones subject only to the same requirements that apply to other residential dwellings of the same type in the same zone in conformance with state law.
A.2 Land Use Controls	4-14/15	As noted in Table 4-7 the height limit is 35 feet on all residential zones, which can accommodate 3-story development. There have been no residential or mixed-use projects taller than 2 stories built or proposed in Corcoran. The element has been revised to expand on this issue.

HCD Comment*	Housing Element Page	Response
A.2 Local Processing and Permit Procedures	4-24	Chapter 4 has been revised to provide additional analysis of permit processing procedures and required findings for approval.
A.3 Special Housing Needs	2-31 4-10	Farmer housing needs are described in Chapter 2. According to recent Census data there are an estimated 894 farmworkers living in Corcoran, which represents about 11% of the county's total farmworker population. As noted in Chapter 4, Corcoran's zoning regulations permit employee housing in conformance with state law (Health and Safety Code Sections 17021.5 and 17021.6).
B.1 Adequate Sites		As noted under A.1 above, the element has been revised to address this comment.
B.2 Persons with Developmental Disabilities and Farmworkers	5-14 & 5-16	Programs 2.7 and 2.12 have been revised to include more specific implementation timelines.
B.3 Governmental Constraints		As noted under A.2 above, the element has been revised to address this comment.
C. Public Participation	C-1 Chapter 5	Appendix C includes a description of the public participation process during preparation of the Housing Element update. As noted in this appendix, notices of all meetings were mailed to an extensive list of persons and organizations, many of whom represent the interests of lower-income households and persons with special needs. Public comments and revisions in response to those comments are summarized in Table C-3. The San Joaquin Valley Fair Housing and Equity Assessment (SJVFEA) was also reviewed during preparation of the Housing Element, and while Hanford was the only Kings County jurisdiction specifically addressed in that report, the Housing Plans (Chapter 5) for all of the jurisdictions include fair housing programs that are responsive to the recommendations contained in the SJVFEA report.
D. Other Elements of the General Plan	1-5	Chapter 1 includes discussion of the relationship between the Housing Element and other elements of the General Plan. The element has been revised to include a reference to recent changes in state law related to the Land Use Element and unincorporated island, fringe, or legacy communities.

HCD Comment*	Housing Element Page	Response
D. Water and Sewer Priority	4-28	The analysis of water and wastewater service in Chapter 4 has been revised to include a reference to Government Code Sec. 65589.7, which requires jurisdictions to provide copies of Housing Elements to local water and wastewater providers upon adoption, and also requires those providers to grant priority to developments that include units affordable to lower-income households.

*Letter of November 24, 2015

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



Attachment B

November 24, 2015

Mr. Kevin Tromborg, Director
Community Development Department
City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

Dear Mr. Tromborg:

RE: The City of Corcoran's 5th Cycle (2016-2024) Draft Housing Element

Thank you for submitting Corcoran's draft housing element update which was received for review on September 25, 2015. Pursuant to Government Code (GC) Section 65585(b), the Department is reporting the results of its review. Our review was facilitated by various communications including a conversation with Mr. John Douglas, of J.H. Douglas & Associates, on November 10, 2015.

The draft housing element addresses most statutory requirements; however, revisions will be necessary to comply with State housing law (GC, Article 10.6). The enclosed Appendix describes changes needed to comply with remaining statutory requirements.

To remain on an eight year planning cycle, pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) the City of Corcoran must adopt its housing element within 120 calendar days from the statutory due date of January 31, 2016 for KCAG localities. If adopted after this date, GC Section 65588(e)(4) requires the housing element be revised every four years until adopting at least two consecutive revisions by the statutory deadline. For information on housing element adoption requirements, please visit our website at: http://www.hcd.ca.gov/hpd/hrc/plan/he/he_review_adoptionsteps110812.pdf

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including commenters on the draft housing element and organizations that represent lower-income and special needs households, by making information regularly available, considering and incorporating comments where appropriate.

The Department appreciates the dedication you and Mr. John Douglas provided in preparation of the housing element and looks forward to receiving Corcoran's adopted element. We are committed to assisting the City of Corcoran in addressing all statutory requirements of housing element law. If you have any questions or need technical assistance, please contact Greg Nickless, of our staff, at (916) 274-6244.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glen A. Campora".

Glen A. Campora
Assistant Deputy Director

Enclosures

**Addendum No. 1 to
Initial Study/Negative Declaration No. SCH 2010041039
City of Corcoran
2016-2024 Housing Element
March 14, 2016**

Overview

On May 17, 2010 the City Council adopted Negative Declaration (“ND”) SCH 2010041039 for the 2009-2014 Housing Element. The City is now required to adopt an updated Housing Element for the 2016-2024 planning period. The purpose of this Addendum is to demonstrate that the 2016-2024 Housing Element update would not result in any of the conditions under which a subsequent Environmental Impact Report (“EIR”) or Negative Declaration would be required pursuant to Public Resources Code Section 21166 or CEQA Guidelines Sections 15162 and 15164.

Purpose of an Addendum

CEQA and the CEQA Guidelines establish the type of environmental documentation that is required when changes to a project occur or new information arises after an EIR is certified or a Negative Declaration adopted for a project. CEQA Guidelines Section 15162 establishes criteria for determining whether more detailed information, such as the preparation of a Subsequent or Supplemental EIR, is needed, and Section 15164 defines the appropriate use of Addendums to previous EIRs and Negative Declarations.

CEQA Guidelines Section 15162(a) states:

When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project, which will require major revisions in the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(2) Substantial changes occur with respect to the circumstances under which the project is to be undertaken, which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(3) New information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:

a. The project will have one or more significant effects not discussed in the EIR.

b. Significant effects previously examined will be substantially more severe than shown in the previous EIR

c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure; or

d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more effects on the environment but the project proponents decline to adopt the mitigation measure.

CEQA Guidelines Section 15164(b) states: “An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.”

The following analysis demonstrates that the 2016-2024 Housing Element update does not raise any new environmental issues and requires only minor technical changes or additions to the previous Negative Declaration to satisfy the requirements of CEQA.

Project Description

State law requires each jurisdiction in Kings County to prepare an updated Housing Element for the 2016-2024 planning period. The County and its four cities have again followed a collaborative process in preparing a joint Housing Element document covering all five jurisdictions. The joint Housing Element includes data, analysis and general goals and policies covering the entire county, but each jurisdiction has separate programs that apply only to that jurisdiction. No major changes to conditions, requirements or the statutory framework that raise new potentially significant environmental impacts not previously considered have occurred with respect to the Housing Element, and the proposed 2016-2024 Housing Element update would not make substantial changes to City housing policies or land use regulations. The new Housing Element is comprised of the following sections.

Chapter 1: Introduction

This chapter provides an overview of the Housing Element and a summary of the public participation process. No policy or regulatory changes are proposed in this section, and none of the changes reflected in this section would result in the potential for significant environmental impacts not previously considered in the 2010 ND.

Chapter 2: Housing Needs Assessment

This chapter has been revised to reflect more recent demographic data, trends and special housing needs. Most of the demographic information is based on the 2010 Census or the American Community Survey. This chapter also describes the new Regional Housing Needs Assessment (RHNA), which identifies housing growth needs for the new planning period as summarized below.

Regional Housing Needs Assessment (RHNA)

The City’s assigned share of regional housing need is an important component of the Housing Element. The Kings County Association of Governments (“KCAG”) is responsible for allocating a portion of the region’s new housing need to each jurisdiction. Corcoran’s share of the regional housing need for the new Housing Element cycle is 946 units. The table below shows the distribution of new housing need by income category that has been allocated to the City in the RHNA. One of the key requirements of the Housing Element is to identify adequate sites with appropriate zoning that could accommodate new housing development commensurate with the assigned need in each income category. It should be emphasized that the RHNA is a planning target, not a development mandate or quota. State law does not require cities to achieve their RHNA targets or build housing.

**2016-2024 RHNA Allocation
City of Corcoran**

Very Low	Low	Moderate	Above Moderate	Total
215*	161	169	401	946

*Per state law, half of the very-low units are assumed to be in the extremely-low category
Source: KCAG, 1/28/2015

Chapter 3 and Appendix B of the Housing Element present an inventory and analysis of available sites that could accommodate the level of development assigned to Corcoran through the RHNA process. No substantial changes to Housing Element programs are proposed in connection with the new RHNA allocation that were not previously considered in the 2010 ND.

Chapter 2 of the Housing Element also discusses various categories of special needs, including the elderly, persons with disabilities, large families, female-headed households, farmworkers and the homeless. No substantial changes in development regulations are proposed with respect to these special needs that were not previously considered in the 2010 ND.

Chapter 3: Resources and Opportunities

This chapter describes the City's land resources that could accommodate housing development, as well as financial and administrative resources, and opportunities to foster energy conservation. None of the revisions reflected in this section would change development regulations or result in the potential for significant environmental impacts not previously considered in the 2010 ND.

Chapter 4: Constraints

This chapter analyzes City plans and regulations that guide housing development. The most noteworthy changes reflect the completion of several state-mandated Code amendments related to housing for persons with special needs during the previous planning period. No changes to land use plans or regulations are proposed in connection with the 2016-2024 Housing Element. This chapter also discusses non-governmental constraints such as infrastructure availability and development costs. None of the changes reflected in this chapter would change development regulations or result in the potential for new significant environmental impacts that were not previously considered in the 2010 ND.

Chapter 5: Housing Plan

This chapter presents the City's goals, objectives, policies and programs for the 2016-2024 planning period. Most of the changes in this chapter reflect the completion of Zoning Code amendments related to housing for persons with special needs. No substantial changes to programs are proposed, and no new potentially significant impacts not previously considered in the 2010 ND would result from adoption of the revised Housing Element.

Chapter 6: Glossary

This chapter contains definitions for terms commonly used in the Housing Element. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts.

Appendix A: Evaluation of the Prior Housing Element

This appendix contains a review of the goals, policies and programs from the previous element and identifies the City's accomplishments as well as changes that are appropriate for the new planning period based on changed circumstances. None of the revisions reflected in this evaluation would change development regulations or result in the potential for significant environmental impacts that were not previously considered in the 2010 ND.

Appendix B: Land Inventory

This appendix includes a parcel-specific listing of properties with potential for housing development. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts.

Appendix C: Public Participation Summary

This appendix describes opportunities for public involvement during the 2016-2024 Housing Element update process. None of the changes reflected in this section would change development regulations or result in the potential for significant environmental impacts.

Environmental Analysis and Conclusions

Because adoption of the 2016-2024 Housing Element would not substantially change the City's land use designations or development regulations, no new potentially significant environmental effects would occur that were not previously analyzed in the Negative Declaration prepared for the prior Housing Element. Therefore, pursuant to CEQA Guidelines Section 15164, an addendum is the appropriate CEQA document for the 2016-2024 Housing Element update. There is no substantial evidence that adoption of the Housing Element update will result in new significant environmental impacts, or impacts that would be more severe than described in the previous Negative Declaration. Consequently, a subsequent or supplemental EIR or IS/ND is not required.

City of

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

MEMO

TO: Corcoran City Council

FROM: Baldomero Rodriguez, Public Works Director - Interim

DATE: April 5, 2016

MEETING DATE: April 12, 2016

SUBJECT: Rescind the award of the Sludge Agitation Project to Integrated Engineers (IE) of Coarsegold California.

Recommendation:

That the City Council rescind the \$232,303 award of the Sludge Agitation Project to Integrated Engineers (IE) of Coarsegold California. Further, that the City Council authorize the Chief Water Treatment Plant Operator to assemble a construction team for the purpose of purchasing all materials and constructing the sludge agitation system servicing the two 47' diameter reclaim tanks. It is understood that City forces under the direction of the Chief Water Treatment Plant Operator will purchase all materials, assemble and install all exterior pumps, piping and pipe supports and; that all "inside tank" piping, nozzles, pipe supports and electrical components will be installed by a qualified, licensed and bonded contractor.

Discussion:

At the March 7, 2016 Council meeting, the City Council awarded the Sludge Agitation Project in the amount of \$232,303 to Integrated Engineers of Coarsegold, CA. Subsequent to the award of contract while negotiating the terms of the service agreement, Integrated Engineers noted that the contract required the payment of prevailing wage. The Public Works Director accepted responsibility for not notifying IE of the prevailing wage requirement and noted that the prevailing wage requirement added \$1,886 to the contract.

IE informed staff that they erred by not including the services of a Project Engineer, Construction Manager and a welder. Further, IE felt that an additional 56 hours were needed to complete the project. The added personnel and hours added \$74,846 to the project for a new project cost of \$307,149. Staff cannot support the 32% increase to the original contract and respectfully asks that the City Council rescind the award of contract to Integrated Engineers.

Budget Impact:

The City will consider other available options to ensure that the project is within budget.

City Offices

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: April 6, 2016

MEETING DATE: April 12, 2016

SUBJECT: Consider Resolution No. 2833 establishing a paid sick leave policy for part-time employees.

Recommendation:

Approve Resolution No. 2833 establishing a paid sick leave policy for part-time employees.

Discussion:

The Healthy Workplaces, Healthy Family Act (AB 1522) was signed into law in September 2014. Under the provisions of the AB 1522, employers are required to provide paid sick leave for part-time employees.

The attached policy is intended to satisfy the requirements set forth in AB 1522 and outlines the eligibility requirements, accrual rates, and rules pertaining to sick leave usage.

Budget Impact:

The requirement to offer paid sick leave will increase personnel costs. The increased employee costs will be budgeted accordingly in future budgets.

Attachment:

Resolution No. 2833

Part-time Employee Paid Sick Leave Policy

RESOLUTION NO. 2833

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ESTABLISHING A PAID SICK LEAVE POLICY PURSUANT TO ASSEMBLY BILL
1522 FOR PART-TIME EMPLOYEES**

WHEREAS, the City is authorized to adopt and amend rules and regulations for the administration of a personnel system; and,

WHEREAS, the objectives of these rules and regulations are to facilitate service to the public and to provide for an equitable system of personnel management in the City; and,

WHEREAS, the Rules and Regulations adopted in 2011 are in need of revision and update; due to the passage of Healthy Workplaces, Healthy Families Act of 2014 (AB1522) providing sick leave for covered employees effective January 1, 2015; and

WHEREAS, AB 1522 allows the City to establish the earning method for paid sick leave;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran as follows;

1. Paid sick leave shall be credited at the beginning of each fiscal year on July 1 at the rate of twenty-four (24) hours for the fiscal year. New hires shall receive 24 hours of paid sick leave after thirty (30) calendar days of employment with the city. No unused sick leave accrual shall be carried over to the following fiscal year; and
2. An employee shall be entitled to use accrued paid sick leave beginning on the 90th calendar day of employment. Rehired employees who have not been employed for more than 12 months shall be considered a new employee for the purposes of sick leave accrual and usage.
3. The attached Paid Sick Leave for Part-Time Employees Policy establishes the overall responsibilities and guidelines governing the implementation and compliance of providing paid sick leave under AB 1522.

This Resolution shall be effective on January 1, 2016.

PASSED AND ADOPTED at a regular meeting of the Corcoran City Council held on this 12th day of April 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Kindon Meik, Acting City Clerk

Jerry Robertson, Mayor



CITY OF CORCORAN PART-TIME EMPLOYEE PAID SICK LEAVE POLICY

RE: Implementation of AB 1522 Healthy Workplaces Healthy Families Act of 2014

I. Purpose:

California's AB 1522, the Healthy Workplaces Healthy Families Act of 2014, requires employers to provide paid sick leave to employees who are not otherwise provided at least the equivalent paid sick leave under an existing City policy, MOU, or other agreement. The following is intended to satisfy the requirements set forth in AB 1522:

A. Eligibility:

1. Employees who are contracted, all hourly/part-time, temporary, and seasonal. This policy applies to paid student interns (all levels), including police cadets.
2. Employees who, on or after July 1, 2015, work for 30 or more calendar days within a year from the beginning of employment are entitled to paid sick leave.
3. This policy does not apply to non-associated employees, volunteers, and to CalPERS retired annuitants. This policy also does not apply to employees in the following bargaining units: CLOCEA, Local 39, and Teamsters Local Union No. 856.

B. Accrual:

1. Employees are eligible to accrue paid sick leave beginning with their first day of employment or July 1, 2015, whichever is later.
2. The City of Corcoran will credit eligible employees with 24 hours or the equivalent of 3 days of paid sick leave on their first day of employment or July 1, 2015, whichever is later; after which eligible employees will be credited with 24 hours of paid sick leave at the beginning of each fiscal year beginning July 1.
3. Paid sick leave balances do not carry over year to year.
4. If an employee is hired into a full-time equivalent (FTE) position with the City of Corcoran, the employee shall be entitled to retain their paid sick leave balance.

C. Usage

1. Employees may use paid sick leave hours beginning with the 90th calendar day of employment with the City of Corcoran, providing they have also worked 30 or more calendar days. Length of employment shall be measured using the employees' hire date.

2. There will be no minimum charge to paid sick leave.
3. An employee may not use paid sick leave hours before they are accrued.
4. If an hourly employee exhausts his/her entire balance of paid sick leave and remains unable to return to work, the absence will be unpaid. Sick leave advances will not be provided.
5. Sick leave may not be loaned to or borrowed from other employees (no catastrophic leave donations)
6. An employer shall provide paid sick leave upon the oral or written request of an employee for themselves or for a family member for the diagnosis, care, or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided for in Labor Code sections 230 and 230.1.
7. For the purposes of this agreement, the term "family member" is defined as:
 - a. A child, which includes biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis
 - b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse, registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
 - c. A spouse
 - d. A registered domestic partner
 - e. A grandparent
 - f. A grandchild
 - g. A sibling

D. Employee Notification Obligations

1. If the need for paid sick leave is foreseeable, the employee must provide reasonable advanced notice.
2. An employee may request the use of paid sick leave on an unscheduled basis by calling his/her supervisor within thirty (30) minutes of his/her scheduled start time; however, use of paid sick leave will not be denied so long as the employer has been notified as soon as is practicable.
3. The employee is not required to search for or find a replacement worker to cover the hours during which the employee uses paid sick leave as a condition of using paid sick leave.

E. Payment of Paid Sick Leave

1. Paid sick leave will be compensated at the employee's current rate of pay and may not be cashed out.
2. Paid sick leave will be paid no later than the payday for the next regular pay period after the sick leave is taken, providing the employee noted on his/her timesheet that paid sick leave was taken.
3. Employees will only receive paid sick leave for the number of hours they would have worked during the scheduled shift for which the employee requested sick leave use.

F. Separation from Employment

1. Unused paid sick leave hours are not paid out to an employee upon separation from employment. Any hours not used prior to an employee's last day of employment are lost.
2. If an employee is rehired within one (1) year of employment separation, any lost paid sick leave hours will be reinstated and available for the rehired employee's use. The employee is also not required to wait 90 days from their rehire date before paid sick leave hours can be used.

G. Employer Notification and Recordkeeping Obligations

1. The City shall provide employees with written notice that sets forth the amount of paid sick leave available for use. The notice will be provided either on the employee's bi-weekly wage statement or in a separate writing provided on the designated pay day with the employee's paycheck.
2. The City shall display a poster at each workplace that contains information specified in the Labor Code.
3. The City shall retain paid sick leave accruals and usage records for a period of at least three (3) years. These records will document the hours worked and paid sick leave hours accrued by each employee. An employee may request access to their records from the City's payroll office.
4. Employees may obtain a copy of this policy from Human Resources at any time.

H. Prohibition against Retaliation

1. The law prohibits employers from engaging in various types of conduct, including retaliation and discrimination. It prohibits employers from denying an employee the right to paid sick leave, discharging, threatening to discharge, demoting, suspending, or discriminating again an employee for:
 - a. Using paid sick leave
 - b. Attempting to exercise the right to use paid sick leave
 - c. Filing a complaint with the Labor Commission's Office or alleging a violation of law
 - d. Cooperating in an investigation or prosecution of alleged violation of the law; or
 - e. Opposing any policy or practice or act that is prohibited by law

REVIEWED AND APPROVED

APPROVED AS TO FORM:

Kindon Meik
City Manager

Michael Farley
City Attorney

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

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg, Community Development Director

DATE: March 25, 2016 **MEETING DATE:** April 12, 2016

SUBJECT: Sustainable Energy Roadmap (SER) review and approval.

Recommendation: To review and approve the submittal to Strategic Energy Innovations and to upload onto our website.

Discussion: At the regularly scheduled Planning Commission Meeting of March 14, 2016 Staff presented to the Planning Commission the final Sustainable Energy Roadmap survey for review. The Planning Commission unanimously approved the final survey and asked that it be presented to the City Council for review. The survey is a tool to identify specific actions in four (4) categories.

1. Energy and Water Efficiency goals
2. Renewable energy and storage goals
3. Transportation and land use goals
4. Social equity goals.

Within each category are specific actions.

1. Policy
2. Planning & Zoning
3. Financing
4. Market Development
5. Workforce Development
6. Permitting

Each action has specific targeted items that has been categorized by staff and determined the extent of compliance. Staff would like the input of the Planning Commission on the importance of the items within each category and if there are additional recommendations of items or categories that may have been overlooked.

The Sustainable Energy Roadmap is an 18 month effort that was launched in January of 2015, sponsored by the California Strategic Growth Council to invite and bring together San Joaquin Valley governments, regional planning agencies and communities together as they pursue goals related to smart growth, transportation, conservation and land use. The program's objective is to leverage an intentional process and set of tools to support agencies adoption and practice of clean energy and sustainable development goals. The process starts with Corcoran's baseline and benchmark which is our existing policies, standards and programs. The following steps will include working with Staff and the Planning Commission to identify relevant goals related to energy efficiency and conservation. To design a roadmap for action that promotes long term emissions reductions through planning and program adoption and to codify the goals in a roadmap that is publicly accessible. With adopted policies the application and receiving of grants for transportation, economic development, planning and land use is streamlined.

Budget Impact:

Recognizing that Com/Dev staff time will be utilized during the research and goal setting process The California Strategic growth Council has offered to the first 18 communities to sign up for the program a stipend of \$5,000.00 to offset the cost of staff time. Staff has billed out their time and sent a request for the \$5,000.00

Attachment:

Sustainable Energy Roadmap

ACTION AREA	ID	Top Priority?	RENEWABLE ENERGY & STORAGE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	Optional Onboarding Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
POLICY	POL 1	★	Establish a renewable energy target for municipal facilities or offset a portion of municipal electricity usage with green power.		New police department will be solar powered. Working out a deal to get 10 city water wells on solar panels as well. Existing public facilities, none of which are solar powered at this time, but are looking at it seriously and would like to have many public facilities solar powered within the next 2 years.			Will include in initial status, but looking for a concrete target to be set	recommend setting concrete target		
	POL 2		Explore implementation of a community choice aggregation program and assist businesses to access grants and incentives for solar and alternative energy projects.		The City will explore Net Energy Metering Aggregation			Are there others in the region that would be interested in this?			
	POL 3		Create renewable portfolio standard for municipal electric utility in line with the state requirement for investor-owned utilities.			X	Not relevant	N/A, we assume?			
PERMITTING	P1		Adopt standardized permitting application forms for various small-scale renewable energy and energy storage systems.	Already in place and implemented.				Opportunity for AB2188 TA?	Need more clarification on what has been done to comply with AB2188.		
	P2		Provide an overview of the permitting and inspection process for locally relevant types of renewable energy systems.								
	P3		Place a cap on permitting fees for residential renewable energy systems, or base fees on cost recovery.	Fees based on cost recovery					Need to verify.		
	P4	★	Implement expedited permitting measures for qualifying systems utilizing standardized application forms.	Have already streamlined permitting but do not yet have a written ordinance due to small staff, the City can't do over the counter permits. Try to get permits out within 24-48 hours.					OTC permits is the expectation here, but it seems they are limited by staff.		
	Z1	★	Incorporate renewable energy goals and strategies into long-term planning documents, such as General Plans.		Zoning code enhancement and General Plan encourages efficient business but does not require it. Overlaps with Kings County to do a joint Housing Element and is in the process of working on that right now. General Plan last updated in 2005 and adopted in 2006. The enhancement (adopted 2014) was a general plan enhancement and not an update. This will be available in the City website.			GP doesn't necessarily have to require implementation of renewables, but it should outline high-level goals and strategies.	GP addresses efficiency, but how does it address renewables within the municipal portfolio?		

ACTION AREA	ID	Top Priority?	RENEWABLE ENERGY & STORAGE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	Optony Onboarding Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
PLANNING/ ZONING	Z2 ★		Encourage new construction to be built "solar ready", with pre-wiring for solar PV and easy plumbing access for solar water heating.		Have been thinking about a department policy to require new construction to be solar ready. Would be factored into plan check and inspections but would have to go to city council to become an ordinance.			Possible TA offering? We could provide a template ordinance and discuss the various details associated with it.	Possible TA offering? We could provide a template ordinance and discuss the various details associated with it.		
	Z3		Update zoning code to establish and expand allowed use zones for renewable energy systems.		X				Interested in requiring that all new construction is solar ready		
	Z4		Provide clear guidance for renewable energy system installations on historic buildings.			X	Not relevant				
	Z5		Incorporate measures for electric vehicle charging stations into renewable energy planning efforts.		On-going. The City submitted a grant application to SJVAPB for the establishment of electric vehicle charging station, which will be open for public use. City General Plan doesn't cover charging station.		Working toward grant for EVCS.				
FINANCING	F1 ★		Publicize available rebates and incentives for renewable energy and energy storage technologies to residents and businesses.	On-going activity under the PACE program							
	F2		Publicize available incentives and financing for renewable energy and energy storage technologies to public agencies.								
	F3		Publicize existing financing programs and innovative financing models, such as third party financing, for renewable energy projects.								
	F4		Ensure that renewable energy and energy storage systems are eligible in local Property Assessed Clean Energy (PACE) program.								
	F5		Explore or access available grants to fund renewable energy projects.								
MARKET DEVELOPMENT	M1		Provide renewable energy educational resources and evaluation tools to the community.	Continuing activity under the PACE program							
	M2		Adopt a local sales tax exemption or property tax exemption for renewable energy systems and energy storage systems.		X						
	M3 ★		Support the organization of a community-based bulk purchase program for renewable energy systems.		X						
	M4		Assess municipal building portfolio for renewable energy project development opportunities.		X						

ACTION AREA	ID	Top Priority?	RENEWABLE ENERGY & STORAGE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	Optional Onboarding Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
	M5		Explore public-private partnerships to install renewable energy systems at affordable housing developments.		If there is an opportunity						
	M6		Explore constructing a waste-to-energy system at a landfill or wastewater treatment facility.			X					
WORKFORCE DEVELOPMENT	WF D1		Publicize renewable energy trainings and professional development resources to local community of contractors & technicians.		If there are opportunities						
	WF D2		Partner with local colleges and neighboring cities/counties to promote renewable energy-focused educational programs.								
	WF D3		Promote green business incentives and assistance programs to local businesses and organizations.								

ACTION AREA	ID	Top Priority?	TRANSPORTATION & LAND USE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal and are not interested	City Notes	CEG General Roadmap Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
POLICY	POL 1 ★		Adopt a fleet purchasing policy align with the San Joaquin Valley Air Resources Board, Air Quality and Emission to replace existing municipal fleet vehicles with low-emission vehicles.		90% of the City vehicles and buses are not energy efficient. The City recently bought 2 Priuses. For the most part the fleet is not energy efficient but would like to move towards a more green compliant vehicles in their fleet. Applying for a grant from San Joaquin Valley Air Quality Control Board to get a couple EV charging stations in City Parking lot that would also be open to the public.			Warrants more details, and close work with the City. This is such a great area for technical assistance; easy to provide, and substantial public benefits.			
	POL 2		Adopt a commuter benefits ordinance and/or telecommuting policy for municipal employees.			X					
PERMITTING	P1 ★		Adopt a standardized permitting application form and procedure for electric vehicle, alternative fuel (Hydrogen) and natural gas charging stations for individually zoned end-users.		The City will look into this. A proposal was submitted to San Joaquin Valley Air Pollution Board for establishment of two electric vehicle charging station.			Should focus here, good opportunity to work with several other jurisdictions involved in this issue.			

ACTION AREA	ID	Top Priority?	TRANSPORTATION & LAND USE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	CEG General Roadmap Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
PLANNING/ ZONING	Z1 ★		Integrate transportation-related smart growth goals and strategies into long-term planning documents, such as General Plans.		Zoning code enhancement and General Plan encourages efficient business but does not require it. Overlaps with Kings County to do a joint Housing Element and is in the process of working on that right now. General Plan last updated in 2005 and adopted in 2006. The General Plan was amended/enhanced in 2014) (not considered an update). Involved bike and walk routes (sustainable walkways), economic element, zoning code update. .			Sounds like they have accomplished this objective as well as are "in process" of implementing. Is the City interested in any TA specific to this objective?			
	Z2 ★		Update local building and zoning codes to require electric vehicle charging station prewiring in new construction and major retrofits.		The City will consider update of the zoning code in the next cycle. A proposal was submitted to San Joaquin Valley Air Pollution Board for establishment of two electric vehicle charging station.			We may make this our primary focus.		Considering ordinance to require EV charging station asphalt parking structures/ lots	
	Z3		Incorporate adequate infrastructure to provide safe and efficient pedestrian and bicycle transit opportunities that include proper signages and close safe protective infrastructure to access public transportation..		The enhancement (adopted 2014) was a general plan enhancement and not an update. Involved bike and walk routes (sustainable walkways), economic element, zoning code update.			No need to push this as earlier thought. We do need to review the enhancement carefully.			
	Z4		Ensure that community members, including low-income residents, have close access to public transportation.		The City will look to add more bus stops accessible to public.						

ACTION AREA	ID	Top Priority?	TRANSPORTATION & LAND USE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	CEG General Roadmap Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
	Z5 ★		Update zoning code to encourage transit-oriented development and urban infill.			X		While an excellent area, due to the other areas they identify, this may be a second tier issue due to the time and complexity involved (unless it is a higher priority for the City)			
FINANCING	F1		Promote financial incentives to increase government and private purchases of electric and alternative fuel vehicles.	Implemented under PACE program.							
	F2		Ensure electric vehicle charging stations are eligible under local Property Assessed Clean Energy (PACE) program.					The City has no active residential, multifamily or commercial PACE financing program			
	F3		Explore or access of available grants to fund transportation and land use programs.								

Small size of Corcoran doesn't lend itself to this.

ACTION AREA	ID	Top Priority?	TRANSPORTATION & LAND USE GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	CEG General Roadmap Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template	"Action Taken" value, if different from template
MARKET DEVELOPMENT	M1 ★		Encourage local retailers and employers to install electric vehicle charging stations for customers and employees.		This will be part of the Z2			Potentially address as part of Z2 technical assistance if they are interested.			
	M2		Organize a regional initiative for government fleets to procure low-emitting vehicles as well as fuels and charging stations.			X					
	M3		Establish and publicize incentives that encourage transit-oriented development.			X					
WORKFORCE DEVELOPMENT	WF D1		Publicize electric/alternative fuel vehicle training and professional development resources to local workforce.			X					
	WF D2		Partner with local colleges and neighboring communities to promote alternative vehicle education programs or technical courses.		If there is an opportunity.						

A	B	C	D	E	F	G	H	I	J	K
ACTION AREA	ID	Top Priority?	SOCIAL EQUITY GOALS (Please indicate if this is one of your top 5 objectives by choosing "yes" from the dropdown menu in the column on the left.)	We have already achieved this goal (Please provide details.)	We have not achieved this goal, but would like to explore (Please provide any relevant progress.)	We have not achieved this goal, and are not interested	City Notes	SEI Onboarding Comments	Roadmap Call Item (Initial status followup; Change of initial status; Technical assistance offered)	"Initial Status" value, if different from template
1										
2	POL 1 ★		Encourage local employment and job creation through municipal contracting.	Always encourage using local vendors. Isolated city 16 miles from anything.				How does the City encourage using local vendors?		The City encourages using local vendors, and seeks to create more local employment and job creation through municipal contracting.
3	POL 2 ★		Promote participatory planning and environmental justice community inclusion in the policy-making process.		Currently, the City is involving the Community in getting inputs/comments through a conduct of public hearing during City Council and Planning Commission meetings.				This has always been a challenge area for the city. Formal process for this. Flyers, mass mailer. Depends on the ordinance. Works with Self Help Enterprises - CDBG and Home Rehabs (WX and HVAC) - SHE helps to get word out. West Hills CCD, Sequoias, Proteous	
4	POL 3		Enact measures to protect and improve local air quality.		The City will cooperate and coordinate with San Joaquin Valley Air Resources Board to improve local air quality.					
5	POL 4 ★		Ensure public has access to data regarding the presence of environmental hazards as well as channels for emergency notification.		The City has a standardized emergency response network but would have to look into it more. City website will also be maximized for information dissemination.					The City has a standardized emergency response network in place, and is working towards ensuring that the public has access to data regarding the presence of environmental hazards as well as channels for emergency notification.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: April 6, 2016

MEETING DATE: April 12, 2016

SUBJECT: Authorize the creation of a part-time Maintenance Worker classification.

Recommendation:

Staff requests that Council authorize the creation of a part-time Maintenance Worker classification.

Discussion:

As part of the ongoing effort to identify cost savings initiatives, City staff has reviewed the services of outside contractors that provide work for the City. Based on the analysis, a part-time employee dedicated to maintenance, grounds, government buildings and other activities would provide noticeable savings.

The part-time Maintenance Worker would work approximately 25 hours per week at a rate of \$15.11 per hour.

Budget Impact:

The anticipated savings would benefit the General Fund and will be fully determined as part of the budget for the 2016-2017 fiscal year.

Attachments:

None

City of

CORCORAN

POLICE DEPARTMENT

FOUNDED 1914

STAFF REPORT

ITEM #: 7-E

MEMO

TO: Corcoran City Council

FROM: Reuben P. Shortnacy, Chief of Police

DATE: April 6, 2016

MEETING DATE: April 12, 2016

SUBJECT: 2015 Annual Report

Discussion:

Attached is the Corcoran Police Department 2015 annual report for your review.

Budget Impact:

None

City Offices

2015 Annual Report



Corcoran Police Department

Chief of Police

Reuben P. Shortnacy

Mission Statement

To provide quality law enforcement services to the community while maintaining the trust of those we serve.

Vision Statement

To effectively work with the community to provide safe and secure neighborhoods

Values

Integrity - Do what is right

Loyalty - To the community and to CPD

Teamwork - working together

Accountability - Holding ourselves responsible

It is my pleasure to present to you the Corcoran Police Department Annual Report for 2015. This report covers the calendar year of 2015 and contains statistical information from previous years for review and comparison. I hope you find the report informative and I invite any comments and/or questions.

PERSONNEL/STAFFING

As of this report we are not recruiting for officers. We currently have two cadets in the academy who will transition to police officers once they have successfully completed that training.

INVESTIGATIONS

Narcotics Task Force (NTF):

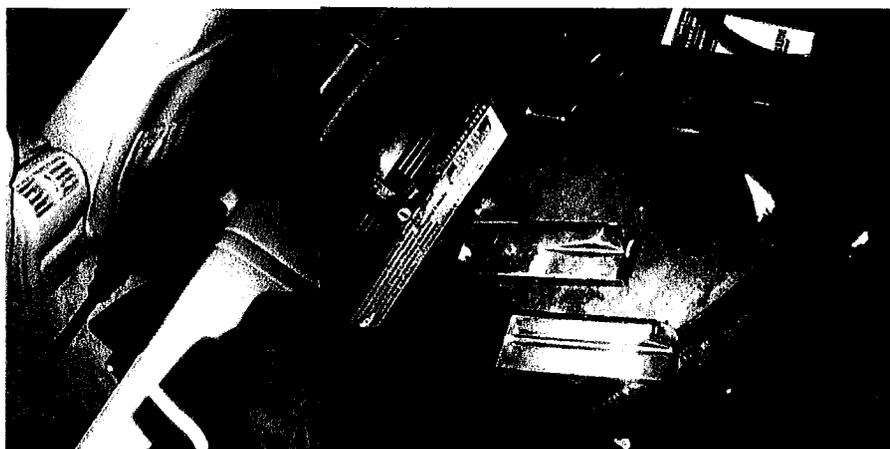


The Kings County Narcotics Task Force initially started in 1978 under a federal grant program. Following the termination of the grant, NTF continued to operate by a formal agreement between Corcoran, Hanford and Lemoore Police Departments, Kings County Sheriff's Office and the California Department of Justice, Bureau of Narcotic Enforcement. In May of 1985, the California Highway Patrol (Hanford Office) joined NTF. In 1987, the Kings County Probation Department went to a full contribution with the assignment of a Deputy Probation Officer. In 2006 the Highway Patrol was forced to discontinue their participation with the task force, due to traffic responsibilities they needed to fulfill with their limited staffing. In February of 2012, the California Department of Justice Bureau of Narcotic Enforcement, discontinued with NTF as a result of cuts at DOJ.

NTF continues to operate under the direction of a multi-agency Board of Directors, which is responsible for establishing investigative priorities, policy decisions and general operating procedures of the unit. The Board is comprised of the Chief Administrator from each participating agency, as well as the District Attorney of Kings County.

Our Narcotics Task Force representative continues to work diligently on long term drug related investigations. He has authored 8 search warrants during this period and handled 20 cases. NTF, as a whole, seized a total of \$3,609,427.55 worth of drugs in 2015. Approximately \$381,834 of that was from Corcoran. The majority of the drugs seized was methamphetamine and marijuana. However, we are seeing heroin becoming more of a problem.

Gang Task Force (GTF):



The Gang Task Force was originally formed by local law enforcement agencies in November of 1993. This was an effort to combat increasing gang problems in communities throughout Kings County. GTF operates under the direction of a multi-agency Board of Directors, which is responsible for establishing investigative priorities, policy decisions and general operating procedures of the unit. The Board is comprised of the Chief Administrator from each participating agency, as well as the District Attorney of Kings County.

In 2015 our GTF investigator completed a total of 24 Gang Enhancements and authored 32 search warrants behind a variety of gang related investigations. GTF continues to be a key component in addressing gang crimes.

CPD Investigations Unit:

Our local investigations unit has been very busy. We continue to operate with only one investigator having had to pull the second investigator back to patrol due to staffing levels. During 2015 there were 13 search warrants authored. Some of the cases Investigations have worked include identity theft, assault with a deadly weapon, burglary, attempted homicide, child molestation, robbery and rape. Detectives carried a total of 74 cases during 2015, clearing 69, an approximate 93% clearance rate.

K-9 Unit:



Our K9 program began April 16, 2002. In March of 2015 the Gibby family, who own several Jack in the Box restaurants in the valley, held a fundraiser for the replacement of our K9. They raised nearly \$17,000 which allowed us to purchase a dog, the equipment and complete all of the initial training with no negative impact on our budget. We also received a donation from a local community member in the amount of \$1,200 for a ballistic vest for our K9. We are thankful for the amazing support that our K9 unit has received and appreciative of the generosity. With a need to purchase and train a new dog it was an ideal time to change our K9 program by transitioning to a dual purpose dog; one that detects drugs and also acts as a protection / apprehension K9. Our newest K9 was named "Jacki" after Jack in the Box. She is a Belgian Malinois, has completed all required training and certification and has been deployed since July of 2015.

Along with her Handler, Corporal McAlister, Jacki has conducted several presentations throughout the year and has been active with a variety of searches. Jacki was utilized for 9 searches which resulted in the location of a total of 36.3 grams of marijuana and 366.4 grams of methamphetamine. Jacki was utilized 22 times for patrol purposes which resulted in 9 surrenders. The K9 team also conducted 5 demonstrations for community groups and schools. Jacki and her Handler have completed nearly 300 hours of training

to date and were also certified by the Commission on Peace Officer Standards and Training. Jacki has been a tremendous addition to the Corcoran PD team and has contributed to the safety of all those who live and work here.

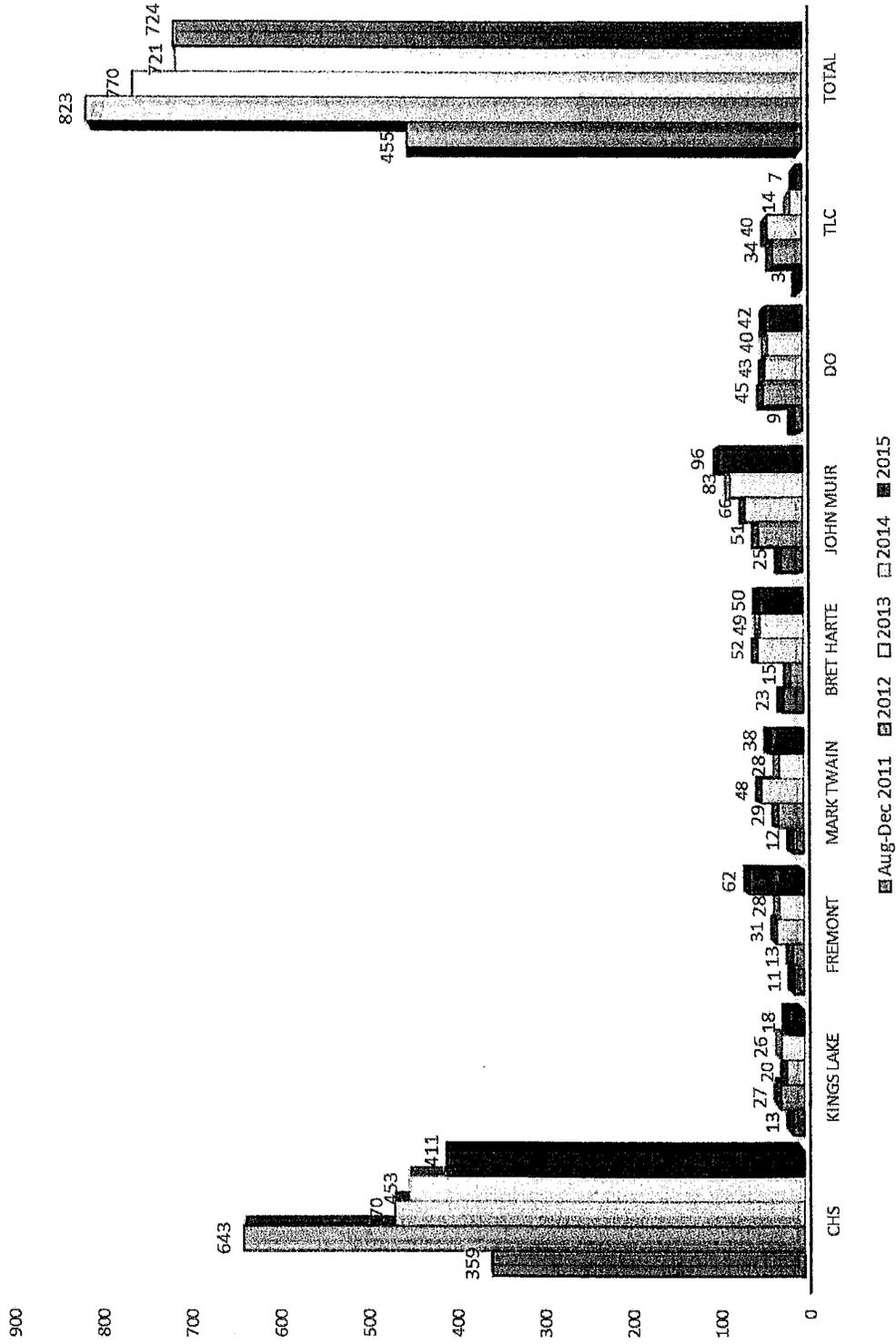
School Resource Officer:



Most would agree that a community's most precious asset is its children. We believe that and make their safety a priority. The SRO's presence alone is a crime deterrent on campus to include sporting events. We continue to enjoy success with our School Resource Officer (SRO) program. So much of the success of an SRO program depends on the relationship between the police department and the school district. We have enjoyed an exceptional relationship with our school district and see them as a principal partner in our joint effort to keep our students safe and in an environment that is conducive to learning. During 2015 the SRO responded to 724 Calls for Service on school campuses (details illustrated on next page). When the SRO is not handling incidents at the schools he spends time working with staff on campus safety, focusing on crime prevention/community relation efforts and interacting with students in a positive environment.

SRO Activity Detailed:

SRO

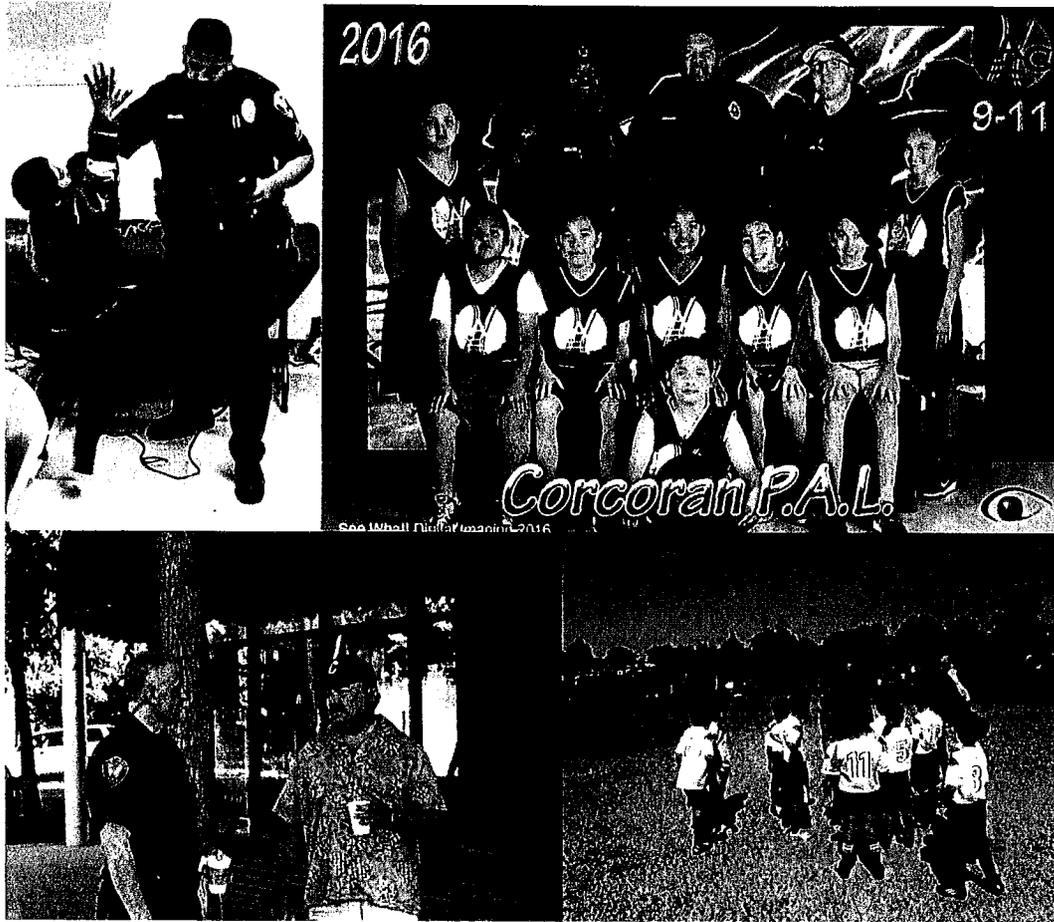


Police Explorer Program:



Beginning in the early 1970's, the Corcoran Police Explorer Post 1500 is open to young men and women ages 14 through 21 years of age with an interest in learning more about careers in the law enforcement field. The program provides leadership and community service opportunities. Corcoran Police Explorers are provided a combination of classroom and practical training with Ride-Alongs in police vehicles and community policing activities. Explorers develop leadership skills, respect for community members, police officers and other explorers as well as learn law enforcement protocols. In 2015 Corcoran Police Explorers had an opportunity to participate in the Kings-Tulare Police Academy Explorer Day, Corcoran Christmas Parade, Animal Vaccination Clinic, CHS Career Day, Corcoran Rotary with the Stuff the Bus event, helped raise donations for a Canned Food Drive for Christmas and Relay for Life. These are but a few of the events that they have participated in. Since the program was rejuvenated in 2009 the Explorers have invested thousands of hours in training and community service. These young men and women have raised over \$1,000 during 2015 to offset competition costs and costs of uniforms etc. The Explorers have participated and placed in many competitions throughout the region but most recently brought home a 4th place trophy for a crisis negotiation scenario in the Riverside competition. The Corcoran Police Explorer Post had 12 youth participating during 2015 led by their advisors; Sgt. Pedro Castro, Ofcr. Yvette Galutira, Cpl. Curt Haug, Ofcr. Natalia Camarena, CSO Jimmy Roark and Records/Communications Mgr. Kathy Gibson.

Community Oriented Policing:



Our dominant philosophy continues to be that of Community Oriented Policing (C.O.P). Our primary goal and commitment is to find long-term solutions to problems in our community. Our Community Relations and Community Policing efforts go a long way towards preventing crime and solidifying partnerships with community members and groups. We participate in many events throughout the year and take advantage of opportunities to connect with people and find common goals to keep our community safe. Coffee with a cop, National Night Out, coaching youth sports are just a few. Citizen Ride-Along is a part of this effort as well. In 2015 we had a total of 34 individuals that rode with various officers.

Chaplain Program:

The Chaplain Program began April 3, 2001 as an approach to meeting needs in our community. Chaplains work with law enforcement personnel on a professional level by making themselves immediately available as trained and caring professionals who can assist in times of loss, confusion, depression, or grief to people in crisis situations. The Chaplains provide this service not only to the community, but also to all department employees and their families as well.

The Chaplain Program is coordinated by department personnel and the Chaplain must be ordained or commissioned. He or she must attend specialized training for law enforcement chaplaincy.

We have one volunteer Chaplain, Jason Mahill (Harvest Community Baptist Church), who participates in the program. He is provided with necessary training and resources in return for many hours of volunteer service.

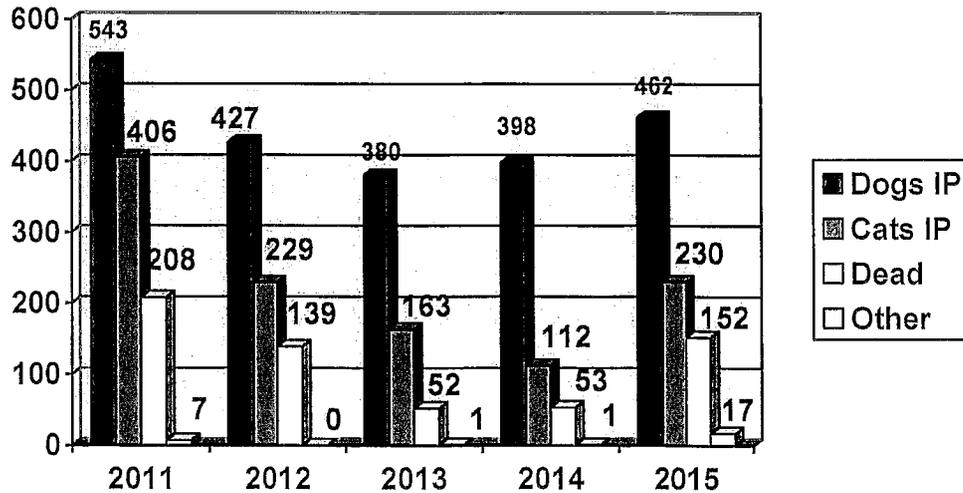
The duties of the Police Chaplain may include, but are not limited to:

- Riding along with officers on routine patrol on various shifts.
- Accompanying a police officer to assist with notification of any death or serious injury.
- Working with police officers to assist in any kind of crisis situation where the presence of a trained chaplain might help.
- Counseling Department members in response to stress or family crisis problems.
- Visiting with sick or injured members of the Department at their home or in the hospital.
- Offering invocations at special occasions such as recruit graduations, award ceremonies and dedications of buildings, etc.
- Serving on appropriate committees.
- Act as liaison with local ministerial associations and on matters pertaining to the moral, spiritual, and religious welfare of community members and police personnel.
- Assisting the Police Department in the performance of appropriate ceremonial functions.
- Providing practical assistance to victims.

Animal Control:



Our Animal Control Officer continues to be very busy. He responded to 2,084 Calls for Service. He investigated 16 dog bites, issued 9 citations and issued 84 warnings. We have held clinics to make it convenient for the community to get their dogs licensed and vaccinated, one of which was held in 2015. We licensed a total of 174 dogs and many of those were vaccinated. We will continue to introduce more animal care education to the community in the coming years as well as host clinics for vaccination, licensing and “chipping.” The “other” category represents animals such as coyotes, rabbits, snakes etc.

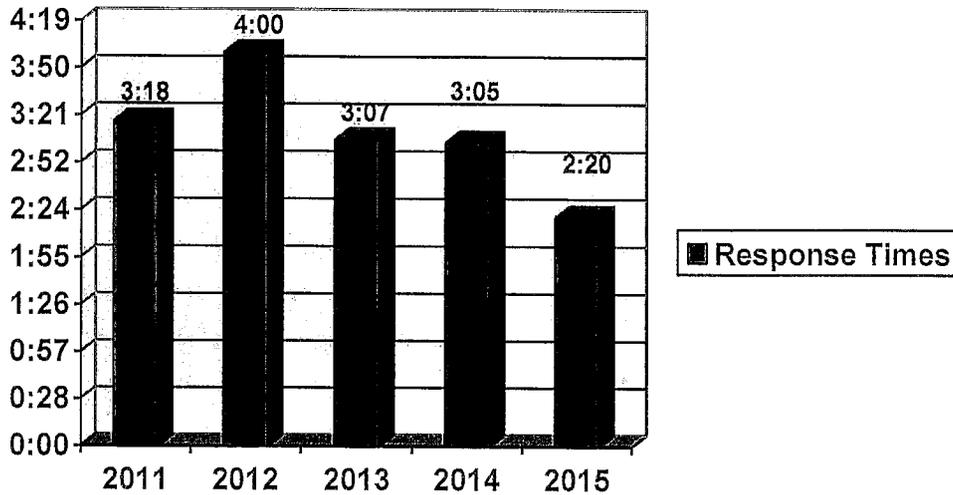


Training:



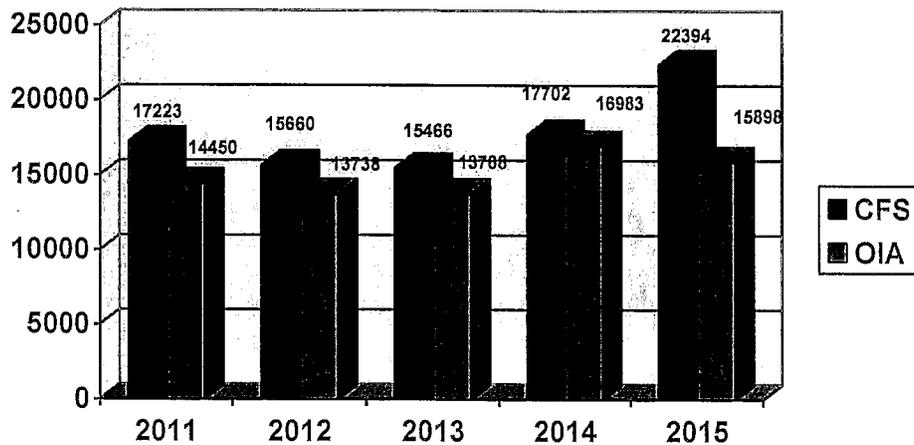
It is important for us to maintain our skill level and expertise in a variety of areas so that we are prepared to respond to and address any incident that may develop. The quality of the training that we receive directly impacts the quality of service that our community receives. During 2015 department personnel completed over 1,700 hours of training in various topics. Some of the training topics include: Terrorism, Extraction Lab Safety, SWAT, Officer Involved Shooting, Field Training Officer, Legislative Update, Stalking, Team Building, Records Detention, Public Records Act and Active Shooter.

Response Times:



These numbers represent an average response time for all priority-1 calls. There are a lot of things that impact this number such as staffing, call volume etc. However, we maintain a good average response time overall.

Calls for Service / Officer Initiated Activity:

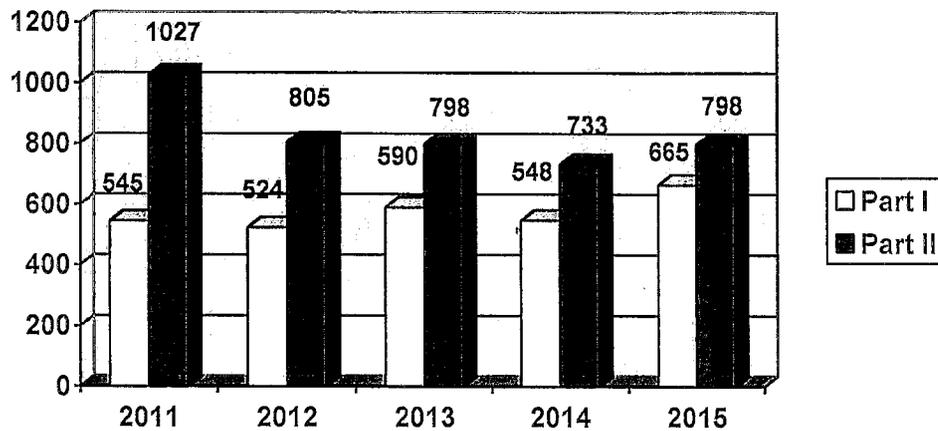


Calls for Service (CFS) over the past several years have increased steadily. Although there will be some fluctuation, these numbers will continue to increase with the impact of AB 109 and Prop 47. There was an increase in CFS from 2014 to 2015 of 26.5%.

CRIME STATS

Much of our focus continues to be on Part I crimes. These are the more serious crimes and are represented in the following categories: homicide, rape, robbery, vehicle theft, burglary, assault, larceny and arson. Part II crimes are crimes such as embezzlement, vandalism etc. You can see in the illustration below that our Part I crimes have been consistent over the past few years. However, we have seen an increase compared to 2014. These numbers will fluctuate from time to time for a variety of reasons. There are many variables that affect this number to include staffing levels, trends etc. Although we have had much success in keeping Part I crime down overall, I anticipate that our Part I crimes and Part II crimes will continue to increase. These categories are directly impacted by changes in the economy, AB 109 and Prop 47. On the following page there is a chart that reflects a more detailed breakdown of Part I crime. Preventing and addressing Part I crimes will continue to be our priority, as these are the crimes that most significantly impact quality of life.

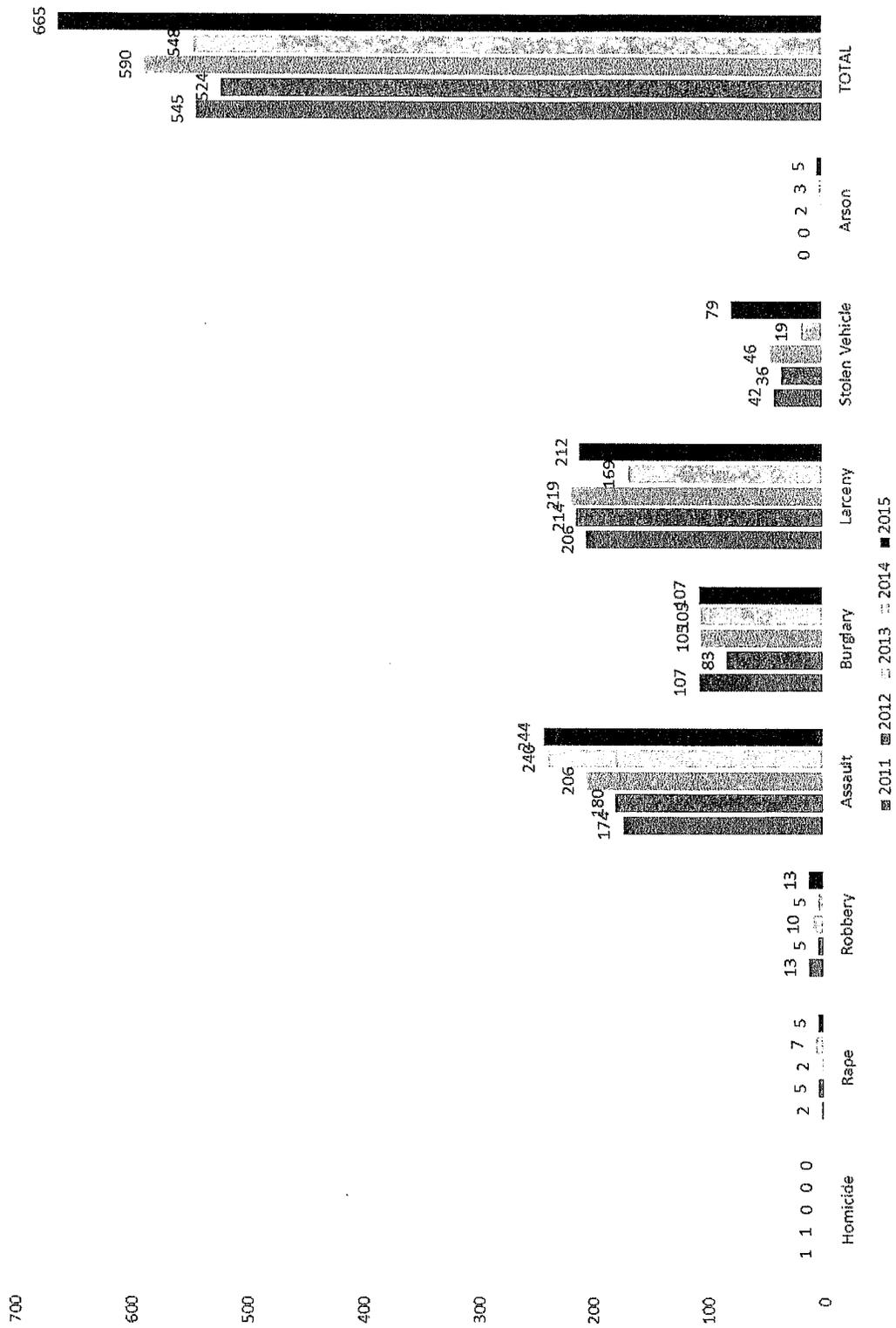
Part I / Part II Crimes:



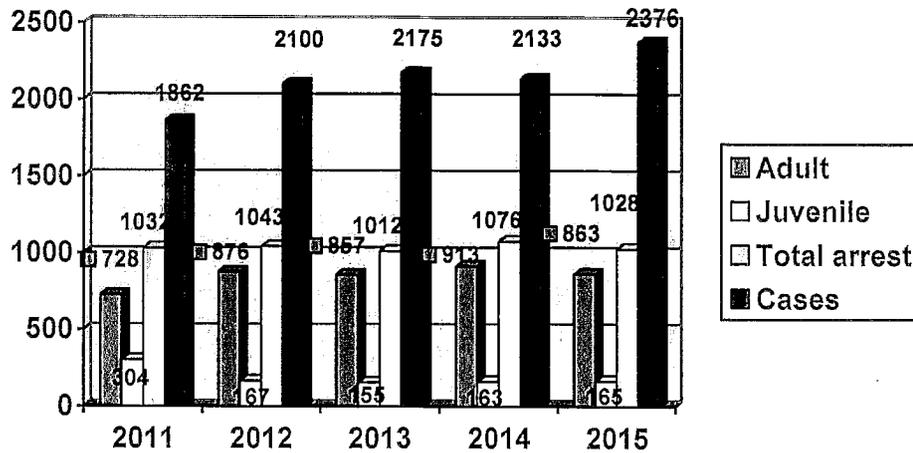
There is a 21.35% increase in Part I crimes compared to 2014. This is primarily due to the significant spike in stolen vehicles. In 2015 we had a 315% increase in stolen vehicles. We are shifting resources to address this. We had an 8.7% increase in Part II crimes compared to 2014. Although we are working hard to prevent it, I believe we will see Part I and Part II crimes continue to increase with the ongoing impact of AB 109 and Prop 47.

Part I Crimes detailed:

Part I Crimes



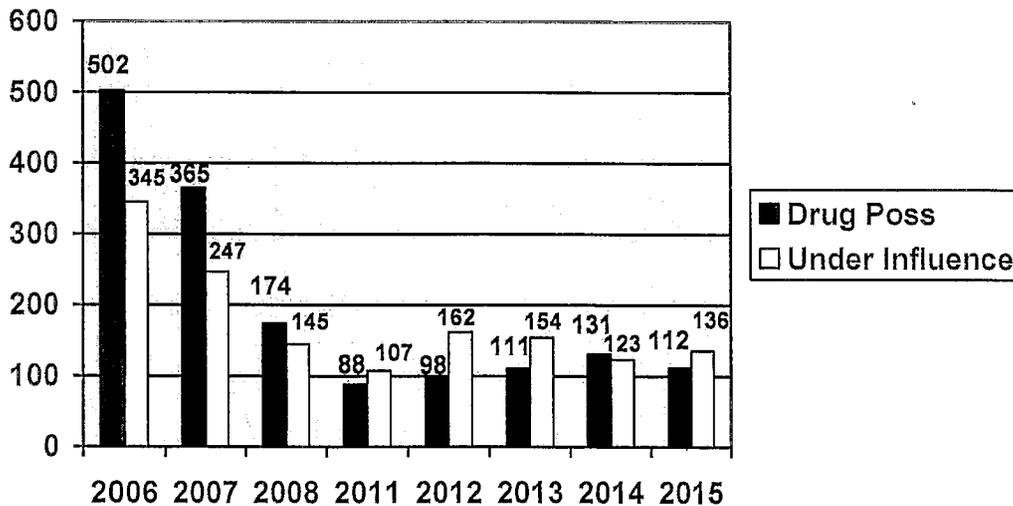
Arrests / Cases:



Arrests are down slightly with an 11.39% increase in total cases. Adult arrests are down by 5.5% compared to 2014 and juvenile arrests are essentially the same with just over a 1% increase.

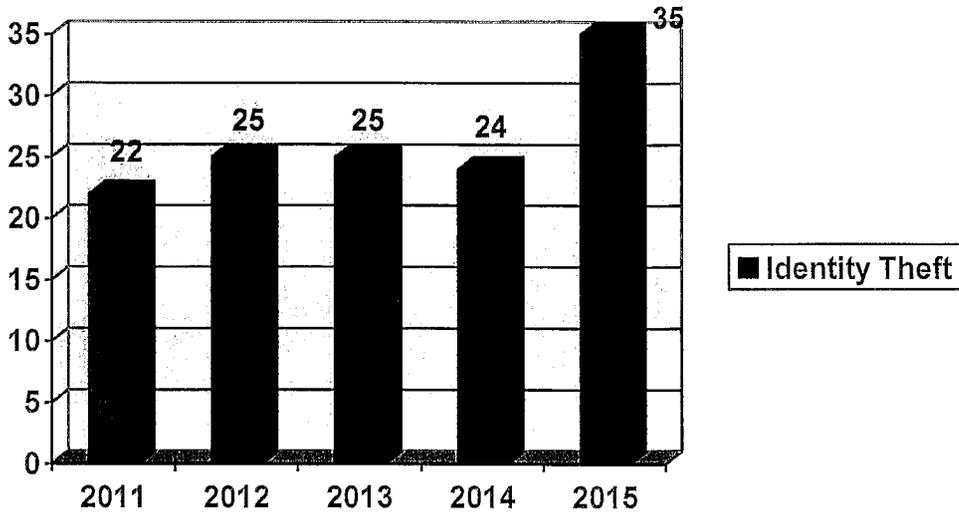
DRUG ENFORCEMENT

Drug possession / under the influence of drug arrests:



As you are aware drug interdiction has been a council and police priority. We have enjoyed a decline in drug arrests for several years. However, we have seen and will likely continue to see these cases increase over the next few years. The primary problem continues to be meth and marijuana. Prop 47 has changed the way we address some drug crimes. These changes will have an impact on our drug enforcement efforts.

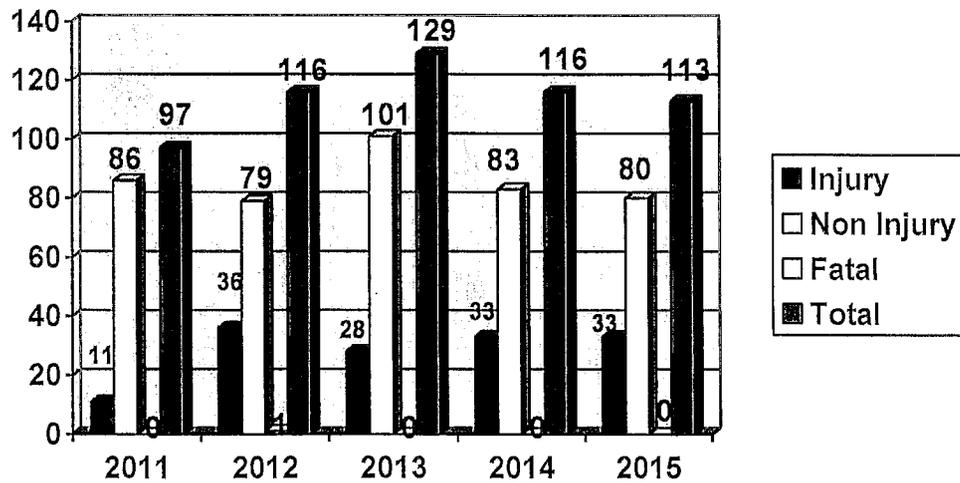
Identity Theft:



We have seen a spike in 2015 in identity theft cases. I suspect this trend will continue. More and more criminals are taking advantage of technology and have been more successful at capturing personal information. We will be doing more public awareness / education in the coming year and we will continue to aggressively investigate these cases. The impact of these crimes on victims can be significant.

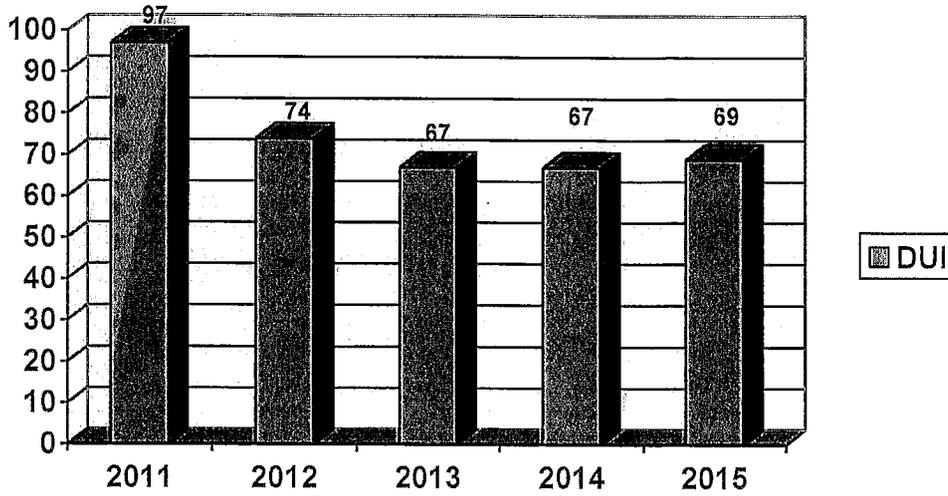
TRAFFIC

Traffic Accidents:



Traffic safety is consistently an area of public concern. We are sensitive to this, especially as it relates to our schools and business district and set it as a high priority. Right of Way violations are the primary cause for accidents and a significant part of our enforcement efforts.

Driving Under the Influence:



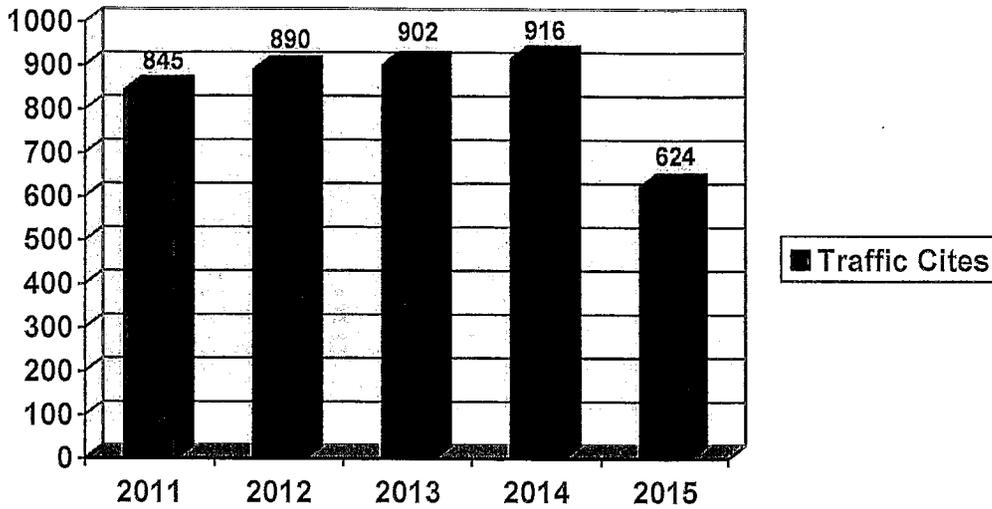
Our DUI arrests are fairly consistent. We have been a part of the “Avoid the 18 Task Force”, a DUI enforcement grant. We have conducted DUI Checkpoints and “saturation patrol” during this period and contribute the decline over the last few years to this effort. This grant is now coming to an end and most likely won’t be available in the near future.

Agencies Participating in the “Avoid the 18” Task Force

Visalia Police Department
Porterville Police Department
Farmersville Police Department
Exeter Police Department
Tulare County Sheriff’s Department
Hanford Police Department
Lemoore Police Department
Avenal Police Department
California Highway Patrol Hanford/Visalia

Tulare Police Department
Dinuba Police Department
Woodlake Police Department
College of the Sequoias
Tulare County Probation
Kings County Sheriff’s Department
Corcoran Police Department
Kings County Probation

Traffic Citations:



We continue to address a variety of traffic issues and concerns. We are sensitive to complaints such as u-turns, speeding, loud music and right of way violations. We concentrate a lot of our effort in school zones. Our goal is to keep our pedestrians and motorists safe while being responsive to traffic related complaints.

FINAL COMMENTS

To be a professional police organization in today's society requires us to be the best that we can be when it comes to proactive policing. We must be responsive to issues that impact your safety and we must engage the community in a way that they become our partners in finding long-term solutions to problems.

Our mission will always be the protection of life, property and the prevention of crime. I am very proud of the men and women of the Corcoran Police Department. They work hard every day to live up to this challenge and to keep the community safe. While we continue to face challenges in accomplishing this, we are determined more than ever to exceed expectations. AB 109 and Prop 47 remain a significant challenge in meeting our goals for public safety. However, we will find solutions. Our pledge to the community is to always work towards the improvement of quality of life.

Thank you Corcoran City Council and the entire Corcoran community for supporting your police department. It is truly our pleasure to serve you.

STAFF REPORT

ITEM #: 7-F

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: April 6, 2016

MEETING DATE: April 12, 2016

SUBJECT: Consider Resolution No. 2837 implementing a two-day watering outdoor watering schedule.

Recommendation:

Staff requests approval of Resolution No. 2837 authorizing the implementation a two-day outdoor irrigation schedule.

Discussion:

At the March 7, 2016 council meeting the City Council discussed the ongoing water conservation efforts. Following the meeting in March, the City was made aware that the State's mandated water conservation percentage had been changed from 36% to 32%. As noted at the March meeting, the City has accomplished a cumulative 30.8% overall reduction in water use.

Based on the modified reduction requirement, staff is requesting that Council adopt Resolution No. 2837 reinstating a two-day outdoor watering schedule. The two-day schedule would be effective upon approval and will remain in effect until further action by the Council.

Budget Impact:

The implementation of a two-day irrigation schedule will result in a slight increase in annual water revenues as compared to a continued one-day outdoor watering schedule through the end of the fiscal year.

Attachment:

Resolution No. 2837

RESOLUTION NO. 2837

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
IMPLEMENTING WATER CONSERVATION STAGE 2 AS PROPOSED IN ORDINANCE
NO. 625 AMENDING CHAPTER 1 OF TITLE 8 OF THE MUNICIPAL CODE.**

WHEREAS, the City of Corcoran recognizes the detrimental consequences of the continued drought in California; and,

WHEREAS, on January 17, 2014 the Governor proclaimed a statewide emergency as a result of the drought and on April 1, 2015 the Governor issued an executive order directing the State Water Resources Control Board to implement mandatory water reductions across the state; and,

WHEREAS, as a result of State mandates and with recent modifications to conservation requirements, the City is required to reduce its water use in 2015 by 32% as compared to the City's baseline water use in 2013 and,

WHEREAS, the City Manager with subsequent approval from the Council may implement an approved water conservation stage as outlined in Section 8-1-5 of the Municipal Code;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Corcoran hereby approves the implementation of Water Conservation Stage 2 in its entirety; and,

BE IT FURTHER RESOLVED that the City hereby adopts a two-day outdoor irrigation schedule as follows:

- Residential and commercial properties and with addresses ending in an even number (0, 2, 4, 6, 8) may irrigate on Wednesdays and/or Sundays.
- Residential and commercial properties with addresses ending in an odd number (1, 3, 5, 7, 9) may irrigate on Tuesdays and/or Saturdays.
- Schools may irrigate on Thursdays and/or Sundays or by agreement with the City.
- Parks may irrigate on Mondays and/or Fridays or by agreement with the City.
- Churches may irrigate on Mondays and/or Fridays.
- Multi-family complexes may irrigate on Tuesdays and/or Saturdays.

BE IT FURTHER RESOLVED that no watering shall occur between the hours of 9:00AM and 6:00PM on designated watering days; and,

BE IT FURTHER RESOLVED that the aforementioned outdoor watering schedule will be duly noticed following approval by the Council;

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran duly called and held on the 12th day of April 2016, by the following vote of the members thereof:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

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

I, Kindon Meik, Acting City Clerk of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No. 2837 duly passed by the City Council of the City of Corcoran at a regular meeting thereof held on the 12th day of April 2016, by the vote as set forth therein.

DATED: April 12, 2016

ATTEST:

Kindon Meik, Acting City Clerk

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: April 6, 2016

MEETING DATE: April 12, 2016

SUBJECT: Authorize NHA Advisors to carry out the refinancing of the 2008 Certificates of Participation (2008 COPs)

Recommendation: (Voice Vote)

Approve the proposed scope of work and authorize the City Manager to sign an agreement with NHA Advisors relating to the refinancing of the 2008 COPs.

Discussion:

In November 2014, the City contracted with NHA Advisors to provide basic financial advisory services. The agreement allows for additional financial services contingent upon the approval of a proposed scope of work.

On March 15, 2016 the City Council considered the option of seeking a renewal on the letter of credit associated with the 2008 COPs and also discussion the opportunity available to refinance the 2008 COPs under a fixed interest rate. Based on the overall benefits, the Council directed NHA Advisors to pursue a refinance.

The attached scope of work outlines the services that will be performed by NHA Advisors as it relates to the refinancing of the 2008 COPs.

Budget Impact:

The proposed scope of work includes a “not to exceed” amount of \$95,000. NHA Advisors will be compensated at the time of closing and will be paid from the proceeds of the transaction.

Attachment:

Proposed scope of work.

EXHIBIT E

OBJECTIVE, SCOPE OF SERVICES AND COMPENSATION SCHEDULE

WATER BOND REFINANCING PROJECT

Agreement – City of Corcoran (“City”) and NHA Advisors LLC (“Consultant”) have executed an Independent Registered Municipal Advisor Professional Services Agreement (“Agreement”), effective November 3, 2014 (“Effective Date”). This EXHIBIT E shall be incorporated into the Agreement to provide a statement of the objective, scope of services and compensation for additional services to be provided by Consultant to the City.

Additionally, this EXHIBIT E (per Municipal Securities Rulemaking Board and United States Securities Exchange Commission rules) reiterates and supplements statements of Consultant’s duties and disclosures found in the Agreement.

Objective – City seeks to determine feasibility of a potential refinancing for its outstanding 2008 Certificates of Participation (“2008 COPs”). Further, City seeks to utilize the bond refinancing process to comprehensively (re) structure the City’s future financial obligations for its water enterprise to facilitate a more efficient and effective user rate structure.

Scope of Work – Water Bond Refinancing Project

In general, and based on the preferred approach/alternative selected by the City’s senior staff and Council, Consultant will use its experience and staff resources to complete the financing in a timely manner. When it comes to the execution phase, our general approach is that the financial advisor should be the project manager for the financing process and should take full responsibility of every aspect of a project. Of course, tasks related to the legal work, underwriting, and other specialties must be handled by those professionals; but we believe it is important that the client have a “go-to” representative who is responsible to the client and who will “quarterback” and review, on the client’s behalf, all aspects of the transaction.

- Provide and manage a detailed “master schedule” of tasks including bond structuring, documentation, approval, debt pricing, closing, and post-closing phases. As the project manager for the financing, we believe that it is imperative to coordinate all parties continuously and with maximum communication so that the project can be accomplished in the most efficient and effective manner possible.
- Work with the City’s staff to select the appropriate financing team members. This may include the development of an RFQ/RFP for underwriting services
- Third-party trustee service provider evaluation may be part of the process, with an emphasis upon negotiation of preferred terms and pricing

- Analyze the rating criteria, if appropriate, and its application to the financing's underlying security characteristics to gauge credit quality and bracketing interest rates for the financing
- Attend all organizational, document review, and special meetings related to the financing
- Evaluate, advise, and consult with the City and bond counsel regarding financial and non-financial bond covenants of the financing
- Work with City, bond counsel, and disclosure counsel to retain and coordinate continuing disclosure review and remediation tasks as required
- Work with City and bond counsel to develop the necessary financing documents.
- Recommend options with respect to other consultants, as applicable, that may be required as part of financing process
- Assist in furnishing materials and data to rating agencies, bond insurers, and letter of credit providers (if required)
- Prepare and facilitate effective presentation of credit information to rating agencies, bond insurers, and letter of credit providers as required
- Work with disclosure counsel to prepare the preliminary official statement (POS or "disclosure document") as well as review all appropriate financing documents
- Lead team discussions in conjunction with bond and disclosure counsel on form, content, and sufficiency of information in the POS
- Work with underwriter(s) to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- Pricing of Bond Issue
 - Work with selected underwriter(s) to recommend timing of bond pricing
 - Monitor municipal markets, review proposed interest rates, and advise the City during negotiations with underwriter(s)
 - Provide independent numerical analysis of proposed bond issue pricing proposals
 - Provide detailed schedule of actions and timing during critical bond marketing and sale (pricing) time-frame
 - Assist City in all pricing/sale day activities, including review of bond purchase and credit enhancement agreements before execution by City
- Recommendations to the City
 - As requested/required, prepare an oral and written recommendation to the City for bond issue outlining financial feasibility, bond covenants, and pricing
- Bond Closing
 - Prepare a closing memorandum with bond counsel to outline the role of each party and to direct each party's actions at closing

- If requested, assist the City in evaluating the investment of bond proceeds for funds generated by the financing, (i.e. project construction fund, debt service reserve fund, etc.)
- Prepare a “flow of funds” memorandum that direct timing and precise money flows at closing
- Special Meetings of the City
 - Attend all City governing board meetings and any special meetings with staff, bond counsel, disclosure counsel, credit enhancement firms, and rating agencies as the City deems necessary
 - Assist in preparation, as requested, of staff report and all associated support information
- Post Issuance Assistance
 - Provide follow-up to financing team participants on any issues that need attention
 - Conduct post issuance reviews as requested by the City
 - Provide written report to City summarizing salient financial and credit features and financing results (e.g. “Post-Closing Report”)

As noted previously, this scope of services is detailed, yet not necessarily inclusive of all tasks that Consultant will undertake during this project. As all financing projects are unique and each client has different processes and needs, Consultant commits to “doing what it takes” to help all parties achieve the successful result for the property owners and City.

Compensation- 2008 COPs Refinancing & Restructuring

For work described in above Scope of Work within this EXHIBIT E, Consultant will be compensated at the time of closing. Compensation will be contingent on completion of the financing and be paid from proceeds of the transaction (no budget impact). For work related to the City’s public offering of bonds Consultant will be entitled to a fee for Scope of Work services not to exceed \$95,000.

Expenses (Out-of-Pocket) All financing related expenses (data needs, credit rating, fiscal consultant, etc.) will be billed directly at cost to the City. To the extent that some third party vendor data is purchased directly by Consultant, these expenses shall be billed at cost by Consultant to the City. California travel costs of Consultant will not be expensed.

Independent Registered Municipal Advisor Duties and Disclosures

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

Consultant serving as the IRMA to the City will act in accordance with its fiduciary duty in the following manner:

- The IRMA will work solely in the interest of the City
- The IRMA has the duty to fairly assess whether the financing terms and covenants are favorable to the City
- The IRMA has a duty to fairly assess whether the rates and yields are favorable
- The IRMA will represent the City with sufficient knowledge of the bond market to negotiate the transaction for the City's best interest

Under the Municipal Securities Rulemaking Board (the "MSRB") regulations effective on July 1, 2014, the IRMA is required to disclose certain conflicts of interest to their clients. In accordance with those proposed regulations Consultant make the following disclosures:

- Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to City in a timely manner.

- The fee paid to Consultant increases the cost of investment to City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business.
- Consultant has not received any payments from third parties to enlist any recommendation to City of its services, any municipal securities transaction or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to City.
- Consultant does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Consultant is providing advice.
- Consultant does not have any other engagements or relationships that might impair the Consultant's ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable.
- Consultant does not have any legal or disciplinary event that is material to City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History. Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

CONSULTANT

NHA Advisors



Eric J. Scriven, Principal

Date: April 12, 2016

CITY

City of Corcoran

Kindon Meik, City Manager

Date

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8-A

MEMORANDUM

MEETING DATE: April 12, 2016
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- April 20, 2016 (Wednesday) City/County Coordinating Meeting – 6:00 PM, Hanford
- April 26, 2016 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- April 29, 2016 (Saturday) to May 7, 2016 (Saturday) – Spring Clean-Up
- May 10, 2016 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

- A. Information Items
1. SJVAPCD Charge-Up Grant
 2. CalOES grant award for on-bus camera systems.
 3. Corcoran Area Transit
 4. Animal Control
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
1. Staff Referral Items
- C. Committee Reports
- D. Council Goals:

City Offices



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
04/01/13	Council directed staff to explore options to establish electronic council packets (e-packets) and cost of tablets including funding options.	Ongoing	City Manager
04/01/13	Council directed staff to explore options to upgrade audio visual (AV) equipment, including audio (microphone), video projection and display in the Council Chambers.	Ongoing	City Manager
07/01/13	UPDATE: 02/17/15 Council authorized NHA Advisors to prepare financial strategic plan. Plan will discuss city revenues and projected expenses. 09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items.	Ongoing	City Manager
03/16/15	UPDATE: Water reduction percentages: January (2016) 27% December 22% November 34% October 30% September 26% August 31% July 36% 11/02/15 The City adopted a one-day irrigation schedule to take effect December 1, 2015. 06/10/15 Direct mailer with Stage 2 rules and restrictions finalized and sent to printer. 05/26/15 Council approved Ordinance No. 625 amending Chapter 1 of Title 8 and approved Resolution No. 2778 implementing Water Conservation Stage 2. 05/04/15 Council provided final comments on Chapter 1 of Title 8. An ordinance amending said section of the municipal code will be introduced at a special meeting on May 26, 2015.	Ongoing	City Manager/ Public Works/ Community Development
1/19/16	02/16/16 Council adopted Resolution No. 2824 changing the council meeting date/time to the second and fourth Tuesdays of the month beginning at 5:30 p.m. Council discussed the option of changing the day/time of the council meetings. The item will be included on a future agenda for a decision.	Ongoing	City Manager/City Clerk