

**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, October 10, 2017  
5:30 P.M.

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**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.

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**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.

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**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.

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**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.

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**ROLL CALL**

Mayor:	Raymond Lerma
Vice Mayor:	Sidonio "Sid" Palmerin
Council Member:	Patricia Nolen
Council Member:	Jerry Robertson
Council Member:	Jeanette Zamora-Bragg

**INVOCATION**

**FLAG SALUTE**

**1. PUBLIC DISCUSSION**

2. **CONSENT CALENDAR (VV)**

- 2-A. Approval of minutes of the meeting of the City Council on September 26, 2017.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approve Lease Agreement between the City of Corcoran and Jackson Weaver.
- 2-D. Waive Second Reading and adopt Ordinance 634, repealing Ordinance 567 and amending the Corcoran Municipal Code, updating fines assessed for violations.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated October 10, 2017. *(Ruiz-Nuñez) (VV)*

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Authorize staff to purchase two Public Works service trucks from Richard's Chevrolet. *(Faulkner) (VV)*
- 7-B. Authorize the City Attorney to draft cannabis ordinances to meet the January 1, 2018 deadline and schedule community workshops and necessary public hearings. *(Meik) (VV)*
- 7-C. Discuss Section 115 Trust Fund as a Pension Strategy. *(Meik)*
- 7-D. Consider supporting the ongoing efforts of the San Joaquin Valley Water Infrastructure Authority. *(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 – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).

Parties, case/claim no. \_\_\_\_\_

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

- 9-B. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)** (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session

to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property Description (Specify street address, or if no street address, the parcel number or other unique reference): \_Crown Castle 1010498-

K013/Plymouth/Corcoran

Our Negotiator: \_\_\_City Manager

Parties with whom negotiating: \_\_\_\_\_

Instructions to negotiator concerning:  Price  Terms of payment.

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on October 6, 2017.



\_\_\_\_\_  
Marlene Lopez, City Clerk

**MINUTES  
CORCORAN CITY COUNCIL,  
JOINT POWERS FINANCE AUTHORITY,  
SUCCESSOR AGENCY FOR CORCORAN RDA  
& HOUSING AUTHORITY  
REGULAR MEETING  
Tuesday, September 26, 2017**

The regular session of the Corcoran City Council was called to order by Lerma, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:30 P.M.

**ROLL CALL**

Councilmembers present: Raymond Lerma, Patricia Nolen, Sidonio Palmerin and Jerry Robertson, Jeanette Zamora-Bragg (arrived at 5:31 p.m.)

Councilmembers absent: None.

Staff present: Jennie Barkinskaya, Joseph Faulkner, Rick Joyner, Marlene Lopez, Soledad Ruiz-Nuñez, Reuben Shortnacy and Kevin Tromborg

Press present: Jeanette Todd, Corcoran Journal

**INVOCATION** Invocation was presented by Nolen.

**FLAG SALUTE** The flag salute was led by Palmerin.

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR**

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

**AYES:** Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

**NOES:**

**ABSENT:**

**ABSTAIN:** Zamora-Bragg abstained from the September 12, 2017 Minutes.

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Palmerin and seconded by Zamora-Bragg to approve the Warrant Register dated September 26, 2017. Motion carried by the following vote:

**AYES:** Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

**NOES:**

**ABSENT:**

**ABSTAIN:**

4. **PRESENTATIONS**

4-A. Dan Bergmann with IGService provided an overview of the rate study for the refuse, sewer, and storm drain enterprise funds. Council provided direction and authorized

Mr. Bergmann to return with additional scenarios for the refuse rates. A follow up meeting will be held in November to request authorization to proceed with Prop 218 process.

**5. PUBLIC HEARINGS**

- 5-A.** Public Hearing to approve Ordinance 634, repealing Ordinance 567 and amending the Corcoran Municipal Code, relating to Nuisance, Maintenance of Property violation fines was declared open at 6:45 p.m. Mr. Tromborg presented the staff report. There being no written or oral testimony, the hearing was declared closed at 6:47 p.m.

Following Council discussion, a **motion** was made by Zamora-Bragg seconded by Nolen to approve Ordinance 634, repealing Ordinance 567 and amending the Corcoran Municipal Code to update fines charged for violations of the Municipal Code. Motion carried by the following vote:

**AYES:** Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg  
**NOES:**  
**ABSENT:**

**6. WRITTEN COMMUNICATIONS – None**

**7. STAFF REPORTS**

- 7-A** Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Nolen to authorize staff to award bid to Miracle Play Systems for the design, plans, and installation of playground equipment at Cesar Chavez and Father Stephen Wyatt Parks. Motion carried by the following vote:

**AYES:** Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg  
**NOES:**  
**ABSENT:**

- 7-B.** Following Council discussion a **motion** was made by Palmerin and seconded by Robertson to approve Resolution 2904 adopting the City of Corcoran Capital Improvement Project Budget for 2017-18 Fiscal Year and Resolution 2905 approving SB1 Funds Project. Motion carried by the following vote:

**AYES:** Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg  
**NOES:**  
**ABSENT:**

**8. MATTERS FOR MAYOR AND COUNCIL**

- 8-A.** Council received information items.  
**8-B.** Staff received referral items.  
**8-C.** Committee reports.

**CLOSED SESSION**

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

**9. CLOSED SESSION**

**9-A. PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:  
Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).

Parties, case/claim no. \_\_\_\_\_

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

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

Designated representatives: City Manager

Name of employee organization: \_\_\_\_\_, or

Position title(s) of unrepresented employee(s): \_\_\_\_\_

The regular meeting was reconvened at 7:39 p.m. Council provided direction to the City Attorney on Item 9-A and direction to the City Manager on Item 9-B.

**ADJOURNMENT**

**7:40 P.M.**

\_\_\_\_\_  
Raymond Lerma, Mayor

\_\_\_\_\_  
Marlene Lopez, City Clerk

**APPROVED DATE:** \_\_\_\_\_

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

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**STAFF REPORT  
ITEM #: 2-C**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Joseph Faulkner, Public Works Director

**DATE:** September 29, 2017      **MEETING DATE:** October 10, 2017

**SUBJECT:** Lease Agreement between the City of Corcoran and Jackson Weaver.

**Recommendation:**

That council authorizes the proposed lease agreement between the City of Corcoran and Jackson Weaver.

**Discussion:**

In 2014, City council approved a land lease agreement between the City of Corcoran and Jackson Weaver. This agreement is for the use of land at the City's wastewater disposal fields for agriculture related activities. The 2014 lease is set to expire on November 15, 2017. The 2017 lease agreement will be for a period of three years and will commence on November 16, 2017 and terminate on November 15, 2020.

**Budget Impact:**

The City's wastewater fund should realize an annual income of \$1,500 from this lease agreement.

City Offices

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and effective November 15, 2017, by and between **CITY OF CORCORAN**, a municipal corporation organized and existing under the laws of the State of California (“**Lessor**”), with its principal place of business located at 832 Whitley Ave, Corcoran, California, in the County of Kings, State of California, and **JACKSON WEAVER** (“**Lessee**”), maintaining its principal place of business at ~~110 Dairy Ave, Corcoran, California 93212.~~

*Tulare*

*1310 E. Carmelo Avenue.*

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

ARTICLE 1  
LEASED PREMISES

**Section 1.01 Leased Premises.**

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

Section #1 [22 acres±], Section #2 [31 acres ±] and Section #8 [14.6 acres±] of the City of Corcoran wastewater facilities land disposal site (“**Premises**” or “**Property**”). Generally identified as Section #1, Section #2 and Section #8 in Exhibit A attached hereto.

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

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

ARTICLE 2  
LEASE TERM

**Section 2.01 Fixed Term.** This Lease shall be for a period of three (3) years. The Lease Term shall commence on November 15, 2017, and expire at 11:59:59 P.M. on November 14, 2020 (the “**Initial Term**”).

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

ARTICLE 3  
RENT, TAXES AND UTILITIES

**Section 3.01 Rent.**

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

In addition to the rent being paid, Lessee shall also maintain weed control on the leased premises as well as Sections 4, 6 and 7 (as identified on Exhibit A hereto).

**Section 3.02 Utilities.**

[Reserved].

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

ARTICLE 4  
USE OF THE PREMISES

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

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

**Section 4.03 Additional Prohibited Uses.**

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

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

**Section 4.04 Reservation of Rights.**

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

ARTICLE 5  
LIENS

**Section 5.01 Prohibition of Liens on Fee or Leasehold Interest.**

(a) Lessee shall not suffer or permit any mechanic’s liens or other liens to be filed or recorded against the fee interest of the lot and improvements on which Premises are located, nor against Lessee’s leasehold interest in the Premises nor any buildings or improvements on the lot containing the Premises by reason of any work, labor, services,

or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased premises or any part thereof through or under Lessee. Upon demand by the Lessor, the Lessee shall hold harmless, indemnify and defend (with legal counsel reasonably selected by the Lessor) the Lessor against any liens and encumbrances arising out of work performed or materials furnished by or at the direction of the Lessee, and all costs and expenses incurred by the Lessor related thereto.

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

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

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

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

## INDEMNITY

### **Section 6.01 Non-Liability and Indemnification of Lessor.**

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

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

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

## ARTICLE 7

### ASSIGNMENT AND SUBLEASING

#### **Section 7.01 Lessor's Consent Required.**

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

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

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

**Section 7.02 Conditions of Consent.** As a condition to its consent, Lessor may require Lessee to pay all expenses in connection with the assignment, and Lessor may

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

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

## ARTICLE 8 DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Lessor will be entitled otherwise to recover all damages allowable under the law or this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 9

### CONDITION AND REPAIR OF PREMISES

#### **Section 9.01 Inspection and Condition of Premises.**

(a) By accepting occupancy of the Premises as of the first date of this Lessee, Lessee shall be deemed to have agreed that (i) the Premises are in a clean and sanitary

condition, and (ii) the Lessor has no obligation to fund or perform any work necessary for the Lessee to use the Premises for the Permitted Use.

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

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

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

mentioned risks and hereby expressly waives any right the Lessee and anyone claiming by, through or under the Lessee, may have under Section 1542 of the California Civil Code, which reads as follows:

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

**Section 9.02 Repair and Maintenance**

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

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

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

**Section 9.04 Right to Remove Fixtures and Personal Property.**

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

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

**Section 9.05 No Hazardous Materials.** Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the premises by hazardous material otherwise occurs for which Lessee is legally liable to

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

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

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

## ARTICLE 10

### DESTRUCTION OF PREMISES AND EMINENT DOMAIN

#### **Section 10.01 Destruction of Premises.**

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

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

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

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

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

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

## ARTICLE 11 GENERAL PROVISIONS

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

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

**Section 11.03 Entire Agreement.** This Lease constitutes the entire agreement between the Lessor and the Lessee relative to the lease of the Premises and any matters

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

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

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

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

LESSOR:

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

LESSEE:

Jackson Weaver  
~~1110 Dairy Ave~~ 1310 E. Carmelo Ave.  
*Tulare* Corcoran, California 93212  
559-380-7089

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

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

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

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

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

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

**Section 11.11 Severability.** This Lease is subject to all applicable laws and regulations. If any provision of this Lease is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the

effect of nullifying any conflicting provision is such that a material benefit of the Lease to either party is lost, the Lease may be terminated at the option of the affected party. In all other cases the remainder of the Lease shall continue in full force and effect.

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

**Section 11.13 Governing Law.** This Lease shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the Corcoran, California.

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

IN WITNESS WHEREOF, the parties have hereto signed this Lease on the date indicated next to each signature and agree that this Lease shall become effective November 15, 2017.

LESSOR:

\_\_\_\_\_  
Raymond Lerma, Mayor (date)  
CITY OF CORCORAN

LESSEE:

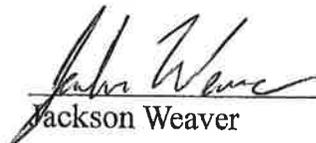
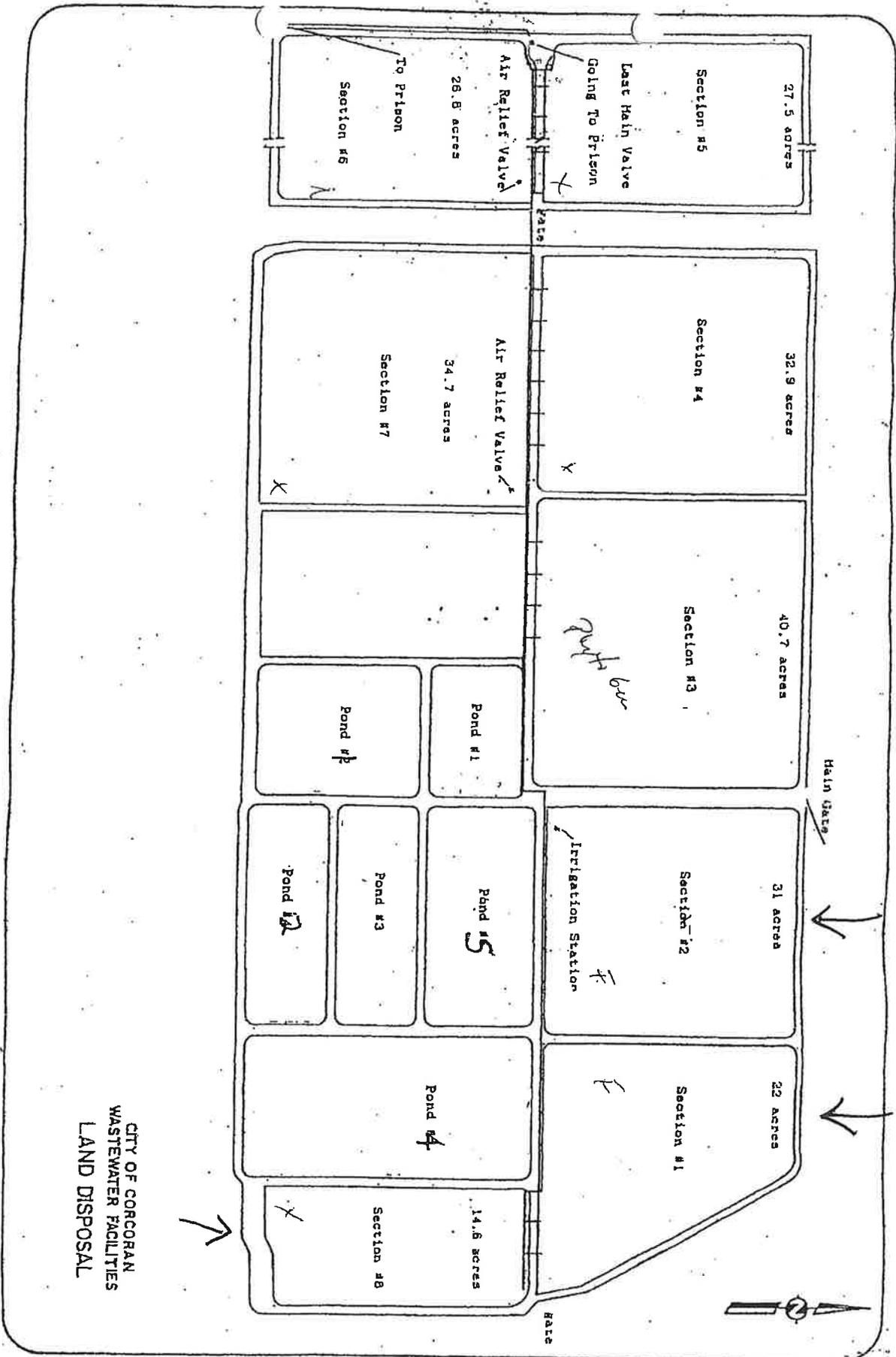
  
Jackson Weaver 9-20-2017  
\_\_\_\_\_  
(date)

EXHIBIT A



CITY OF CORCORAN  
 WASTEWATER FACILITIES  
 LAND DISPOSAL

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CONSENT CALENDAR

ITEM #: 2D

**MEMO**

**TO:** Corcoran City Council

**FROM:** Marlene Lopez, Assistant to the City Manager/City Clerk

**DATE:** October 6, 2017

**MEETING DATE:** October 10, 2017

**SUBJECT:** Waive Second Reading and adopt Ordinance 634, repealing Ordinance 567 and amending the Corcoran Municipal Code, updating fines assessed for violations.

**Recommendation:**

Move to adopt Ordinance No. 634 as part of the consent calendar.

**Discussion:**

At the City Council meeting held on September 26, 2017, Ordinance No.634, repealing Ordinance 567 and amending the Corcoran Municipal Code, updating fines assessed for violations was approved by Council. For your review attached is Ordinance No. 634.

**Budget Impact:**

Minimal advertising costs.

**CITY OFFICES:**

832 Chittenden Avenue \* Corcoran, CA 93212 \* Phone 559-992-2151 \* [www.cityofcorcoran.com](http://www.cityofcorcoran.com)

ORDINANCE NO. 634

AN ORDINANCE OF THE CITY OF COUNCIL OF THE CITY OF CORCORAN  
AMENDING SECTION 4-1-1 OF THE CORCORAN MUNICIPAL CODE, NUISANCE;  
MAINTENANCE OF PROPERTY REGARDING VIOLATIONS AND ADOPTING FINES.

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS FOLLOWS:

Title 4, Chapter 1, Section 1 of the City of Corcoran California Municipal Code is hereby amended to add as follow:

SECTION 4-1-1: PUBLIC NUISANCE; MAINTENANCE OF PROPERTY

Title 4, chapter 3, Section 1 of the City of Corcoran California Municipal Code is hereby amended to add as follows:

SECTION 4-3-15: WEED ABATEMENT, PENALTY

Title 4, Chapter 4 section 5A of the City of Corcoran California Municipal Code is hereby amended to add as follows:

SECTION 4-4-5 A PUBLIC NUISANCE; PERSONAL CONDUCT

Title 9, Chapter 1, Building Regulations, 9-1-3 of the City of Corcoran California Municipal Code is hereby amended to add as follows:

SECTION 9-1-3 A BUILDING REGULATIONS; BUILDING CODE

Title 11 of the City of Corcoran California Municipal Code is hereby amended to add as follows:

SECTION 27 ZONING REGULATIONS; VIOLATION FINES

Title 12, Chapter 1, Sub-division Regulations, of the City of Corcoran California Municipal Code is hereby amended to add as follows:

SECTION 12-1-32; SUB-DIVISION REGULATIONS, VIOLATION FINES

VIOLATIONS OF THIS ORDINANCE WILL RESULT IN THE INSSUANCE OF  
ADMINISTRATIVE CITATIONS. THE FINE'S IMPOSED ARE AS FOLLOWS:

- 1<sup>ST</sup> CITATION - \$100.00 IN A TWELVE MONTH PERIOD
- 2<sup>ND</sup> CITATION - \$200.00 IN A TWELVE MONTH PERIOD
- 3<sup>RD</sup> CITATION - \$500.00 IN A TWELVE MONTH PERIOD

ADDITIONAL CITATIONS IN A TWELVE MONTH PERIOD WILL RESULT IN A \$500.00 CITATION EVERYDAY UNTIL THE VIOLATION HAS BEEN CORRECTED, REMOVED, OR ABATED.

All other portions of Section 4-1-1 of Chapter 4 of Title 1 of the Corcoran Municipal Code shall remain unchanged.

The City of Council of Corcoran, California, ordains that this ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31<sup>st</sup> day after its passage.

If any section, subsection, sentence, clause, word or phrase of this Ordinance is held to be unconstitutional or otherwise invalid for any reasons, such decision shall not affect the validity of the remainder of this Ordinance. The City Council of the City of Corcoran hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, word or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases be declared invalid or unconstitutional.

PASSED AND ADOPTED by the City of Council of the City of Corcoran at a regular meeting thereof held on the \_\_\_\_ of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Raymond Lerma, Mayor

ATTEST: \_\_\_\_\_  
Marlene Lopez, City Clerk

# Accounts Payable

## Blanket Voucher Approval Document

User: spineda  
Printed: 10/04/2017 - 4:02PM  
Warrant Request Date: 10/10/2017  
DAC Fund:



Batch: 00501.10.2017 - Wmt Rgster FY18

Line	Claimant	Voucher No.	Amount
1	AAA Quality Services Inc	000064084	196.92
2	Accela, Inc.	000064085	977.00
3	Adamson Police Products	000064086	834.78
4	Amtrak	000064088	1,625.00
5	Amtrak	000064089	590.00
6	Amtrak	000064090	590.00
7	Amtrak	000064087	1,625.00
8	AT&T Mobility	000064091	39.56
9	Auto Zone, Inc.	000064092	155.83
10	Az Auto Parts	000064093	534.97
11	B & C Enterprises	000064094	2,900.56
12	Best Deal Food Co Inc.	000064095	42.61
13	Brenntag Pacific, Inc.	000064096	15,318.91
14	California Building Standards Comm	000064097	139.50
15	California Industrial Rubber	000064098	589.14
16	Carvalho Construction	000064099	19,318.45
17	Chemical Waste Management Inc	000064100	2,063.42
18	City of Corcoran	000064101	110.75
19	Comcast	000064102	1,182.72
20	Corcoran Hardware	000064103	70.77
21	Corcoran Heating & Air	000064104	636.00
22	Corcoran Publishing Company	000064105	1,346.00
23	CSJVRMA	000064106	74,741.00
24	CUSD	000064107	45,861.45
25	Dept of Conservation	000064108	363.12
26	Eddies Screens And Awnings Inc.	000064109	3,250.00
27	Farley Law Firm	000064110	12,731.30
28	Felder Communications	000064111	779.50
29	Ferguson Enterprises, Inc	000064112	4,734.07
30	Frontier Communications	000064113	61.11
31	GMS, Inc.	000064114	105.00
32	Hayes Garage Doors	000064115	2,196.98
33	High Desert Wireless Broadband	000064116	13,492.02
34	Jorge Lopez	000064117	2,139.60
35	Jorgensen & Company	000064118	315.00
36	Juan Mata	000064119	300.00
37	Kevin Tromborg	000064120	238.00
38	Kings County Clerk	000064121	11.00
39	Kings County Planning Agency	000064122	5,850.44
40	Kings County Treasurer	000064124	33,869.40
41	Kings County Treasurer	000064123	5,360.30
42	Kreel & Company Painting	000064125	2,161.50
43	Lacal Equipment, Inc.	000064126	810.28
44	Ma. Josephine Lindsey De La Cruz	000064127	99.00
45	Mattos Underground Construction, Inc.	000064128	985.00
46	Miguel Meneses	000064129	320.00

Page Total: \$261,662.96

Line	Claimant	Voucher No.	Amount
47	Nacho's Automotive	000064130	248.75
48	Nick Champi Enterprises	000064131	921.75
49	Northrop Grumman Systems Corp	000064132	636.00
50	PG&E	000064133	5,729.51
51	PG&E	000064134	609.32
52	PG&E	000064135	10.51
53	PG&E	000064136	10.51
54	PG&E	000064137	150,754.40
55	Proclean Supply	000064138	894.39
56	Quad Knopf, Inc.	000064139	1,280.05
57	Quality Pool Service	000064140	1,976.23
58	Quinn Company	000064141	9.44
59	Reliable Status Towing	000064142	60.00
60	Sawtelle Rosprim Machine Shop	000064143	164.14
61	Shell Fleet Plus	000064144	10,073.52
62	Sidonio Palmerin	000064145	45.58
63	SJVAPCD	000064146	525.00
64	SJVAPCD	000064147	820.00
65	Terminix	000064148	44.00
66	TF Tire & Service	000064149	1,017.73
67	The Gas Company	000064151	51.74
68	The Gas Company	000064152	5.36
69	The Gas Company	000064153	18.54
70	The Gas Company	000064154	29.61
71	The Gas Company	000064155	7.80
72	The Gas Company	000064150	14.79
73	Toshiba Financial Services	000064156	47.86
74	TSA Consulting Group, Inc.	000064157	50.00
75	Tule Trash Company	000064158	112,504.42
76	unWired Broadband	000064159	199.95
77	US Bank Equipment Finance	000064160	199.78
78	Verizon Wireless	000064161	1,328.69
79	Vulcan Materials Company	000064162	491.77
80	Willie Williams Masonry	000064163	2,460.00
81	Wright's Electric	000064164	64.24
82	Zoom Imaging Solutions Inc	000064165	8.09
			<hr/>
Page Total:			\$293,313.47
			<hr/>
Grand Total:			\$554,976.43

# Accounts Payable

## Voucher Approval List

User: spineda  
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 Batch: 00501.10.2017 - Wmt Rgster FY18



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64084	10/10/2017	AAA Quality Services Inc	FENCE RENTAL	104-406-300-197	96.53
64084	10/10/2017	AAA Quality Services Inc	PORT-A-POTTY RENTAL-MARROOT PARK	104-412-300-200	100.39
<b>Warrant Total:</b>					<b>196.92</b>
64085	10/10/2017	Accela, Inc.	ONLINE BILL PAY SEPT 2017	105-437-300-200	488.50
64085	10/10/2017	Accela, Inc.	ONLINE BILL PAY SEPT 2017	112-436-300-200	244.25
64085	10/10/2017	Accela, Inc.	ONLINE BILL PAY SEPT 2017	120-435-300-200	146.55
64085	10/10/2017	Accela, Inc.	ONLINE BILL PAY SEPT 2017	121-439-300-200	97.70
<b>Warrant Total:</b>					<b>977.00</b>
64086	10/10/2017	Adamson Police Products	MASKS/GEAR/PD	114-414-300-210	834.78
<b>Warrant Total:</b>					<b>834.78</b>
64087	10/10/2017	Amtrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50
64087	10/10/2017	Amtrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50
64088	10/10/2017	Amtrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50
64088	10/10/2017	Amtrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50
64089	10/10/2017	Amtrak	TICKETS/ 10 TEN RIDE PASSES	145-410-300-292	590.00
64090	10/10/2017	Amtrak	TICKETS/ 10 TEN RIDE PASSES	145-410-300-292	590.00
<b>Warrant Total:</b>					<b>4,430.00</b>
64091	10/10/2017	AT&T Mobility	WWTP DUTY MAN CELL PHONE	120-435-300-220	39.56
<b>Warrant Total:</b>					<b>39.56</b>
64092	10/10/2017	Auto Zone, Inc.	OIL FILTER, AIR FILTER, UNIT#190	105-437-300-260	10.37
64092	10/10/2017	Auto Zone, Inc.	BLOWER MOTOR, BRAKES PADS UNIT#190	105-437-300-260	126.66
64092	10/10/2017	Auto Zone, Inc.	VEHICLE SUPPLIES-PD	104-421-300-260	18.80
<b>Warrant Total:</b>					<b>155.83</b>
64093	10/10/2017	Az Auto Parts	BUS 238 LED 24V	145-410-300-260	36.69
64093	10/10/2017	Az Auto Parts	WIPER BLADES UNIT#193	104-431-300-260	12.83

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64093	10/10/2017	Az Auto Parts	WD 40	105-437-300-210	44.79
64093	10/10/2017	Az Auto Parts	MUD FLAP UNIT#102	109-434-300-260	29.82
64093	10/10/2017	Az Auto Parts	SOCKET	105-437-300-210	5.78
64093	10/10/2017	Az Auto Parts	U -JOINT SWEEPER UNIT#134	112-438-300-140	18.77
64093	10/10/2017	Az Auto Parts	U -JOINT SWEEPER UNIT#134	112-438-300-140	20.37
64093	10/10/2017	Az Auto Parts	RETURN- U -JOINT SWEEPER UNIT#134	112-438-300-140	-18.77
64093	10/10/2017	Az Auto Parts	STANDARD IGN. UNIT#33	109-434-300-260	40.74
64093	10/10/2017	Az Auto Parts	MUD FLAP UNIT#102	109-434-300-260	29.82
64093	10/10/2017	Az Auto Parts	FLANGE YOKE UNIT#134	112-438-300-140	35.45
64093	10/10/2017	Az Auto Parts	CENTENNIAL BATTERY GENERATOR UNIT#42	105-437-300-140	261.26
64093	10/10/2017	Az Auto Parts	DEPT SUPPLIES	104-433-300-210	17.42
<b>Warrant Total:</b>					<b>534.97</b>
64094	10/10/2017	B & C Enterprises	SEPT 2017 STATEMENT	145-410-300-250	44.71
64094	10/10/2017	B & C Enterprises	SEPT 2017 STATEMENT	104-412-300-250	128.19
64094	10/10/2017	B & C Enterprises	SEPT 2017 STATEMENT	104-421-300-250	2,041.85
64094	10/10/2017	B & C Enterprises	SEPT 2017 STATEMENT	104-433-300-250	407.17
64094	10/10/2017	B & C Enterprises	SEPT 2017 STATEMENT	109-434-300-250	206.77
64094	10/10/2017	B & C Enterprises	SEPT 2017 STATEMENT	120-435-300-250	71.87
<b>Warrant Total:</b>					<b>2,900.56</b>
64095	10/10/2017	Best Deal Food Co Inc.	DOG FOOD	104-421-300-203	13.92
64095	10/10/2017	Best Deal Food Co Inc.	DEPT SUPPLIES -GATORADE	104-412-300-210	9.76
64095	10/10/2017	Best Deal Food Co Inc.	DEPT SUPPLIES	104-432-300-210	18.93
<b>Warrant Total:</b>					<b>42.61</b>
64096	10/10/2017	Brenntag Pacific, Inc.	FERRIC CHLORIDE	105-437-300-219	6,684.54
64096	10/10/2017	Brenntag Pacific, Inc.	SOD HYDROCHLORITE	105-437-300-219	4,075.56
64096	10/10/2017	Brenntag Pacific, Inc.	SOD HYDROCHLORITE	105-437-300-219	4,558.81
<b>Warrant Total:</b>					<b>15,318.91</b>
64097	10/10/2017	California Building Standards Comm	BLDG STNDS ADMIN SPCL REVLY FUND FOR 1ST QTR 2017	104-000-202-013	139.50
<b>Warrant Total:</b>					<b>139.50</b>
64098	10/10/2017	California Industrial Rubber	DEPT SUPPLIES	120-435-300-210	589.14
<b>Warrant Total:</b>					<b>589.14</b>
64099	10/10/2017	Carvalho Construction	REGIONAL ACCT OFFICE	136-415-500-520	19,318.45

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64100	10/10/2017	Chemical Waste Management Inc	FILTER PRESS SLUDGE DISPOSAL	105-437-300-193	19,318.45
				<b>Warrant Total:</b>	<b>2,063.42</b>
64101	10/10/2017	City of Corcoran	2410 BELL AVE. ACCT#002166-002	301-430-300-316	110.75
				<b>Warrant Total:</b>	<b>1,182.72</b>
64102	10/10/2017	Comcast	PHONE SVC-PD ACCT#934487740	104-421-300-220	110.75
				<b>Warrant Total:</b>	<b>1,182.72</b>
64103	10/10/2017	Corcoran Hardware	VEH SUPPLIES-PD	104-421-300-260	70.77
				<b>Warrant Total:</b>	<b>70.77</b>
64104	10/10/2017	Corcoran Heating & Air	REPAIR 3 POLE CONTRACTOR/ BLOWER MOTOR	120-435-300-140	286.00
64104	10/10/2017	Corcoran Heating & Air	REPAIR OF A/C CITY PROPERTY 1116 SHERMAN AVE.	301-430-300-316	350.00
				<b>Warrant Total:</b>	<b>636.00</b>
64105	10/10/2017	Corcoran Publishing Company	HALF PAGE AD-FALL CLEAN UP 9/28/17	112-438-300-200	516.00
64105	10/10/2017	Corcoran Publishing Company	PHN RE CODE ENFORCEMENT	104-406-300-200	120.00
64105	10/10/2017	Corcoran Publishing Company	FINES AND TSM -SIERRA ESTATES- PHASE 2	104-406-300-200	144.00
64105	10/10/2017	Corcoran Publishing Company	TRANSIT AD-SEPT 7TH AND 21ST 2017	145-410-300-156	566.00
				<b>Warrant Total:</b>	<b>1,346.00</b>
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-402-200-121	1,701.50
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-405-200-121	678.25
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-406-200-121	963.75
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-412-200-121	3,881.50
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-431-200-121	646.25
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-433-200-121	2,018.00
64106	10/10/2017	CSJVRMA	WORKERS COMP	109-434-200-121	2,403.75
64106	10/10/2017	CSJVRMA	WORKERS COMP	112-438-200-121	121.50
64106	10/10/2017	CSJVRMA	WORKERS COMP	120-435-200-121	4,924.50
64106	10/10/2017	CSJVRMA	WORKERS COMP	121-439-200-121	1,289.25
64106	10/10/2017	CSJVRMA	WORKERS COMP	105-437-200-121	7,223.75
64106	10/10/2017	CSJVRMA	WORKERS COMP	145-410-200-121	10,869.50
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-421-200-121	36,956.50
64106	10/10/2017	CSJVRMA	WORKERS COMP	104-432-200-121	206.25

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64106	10/10/2017	CSJVRMA	WORKERS COMP	311-408-200-121	522.25
64106	10/10/2017	CSJVRMA	WORKERS COMP	301-430-200-121	95.25
64106	10/10/2017	CSJVRMA	WORKERS COMP	178-441-200-121	156.00
64106	10/10/2017	CSJVRMA	WORKERS COMP	177-448-200-121	83.25
			<b>Warrant Total:</b>		<b>74,741.00</b>
64107	10/10/2017	CUSD	DEVELOPER FEES 7/1-9/30/17	104-000-202-016	47,279.85
64107	10/10/2017	CUSD	CITY ADMIN FEE 3%	104-000-366-100	-1,418.40
			<b>Warrant Total:</b>		<b>45,861.45</b>
64108	10/10/2017	Dept of Conservation	STRONG MOTION INST. & MAP FEE FOR 1ST QTR 2017-18 7/	104-000-202-013	363.12
			<b>Warrant Total:</b>		<b>363.12</b>
64109	10/10/2017	Eddies Screens And Awnings Inc.	STEEL ROOFING FOR FR. WYATT PARK -PICNIC AREA	104-412-500-540	3,250.00
			<b>Warrant Total:</b>		<b>3,250.00</b>
64110	10/10/2017	Farley Law Firm	LEGAL EXPENSES FOR SEPT 2017	104-403-300-200	12,731.30
			<b>Warrant Total:</b>		<b>12,731.30</b>
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	145-410-300-141	51.50
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	104-412-300-141	34.00
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	104-421-300-141	490.00
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	104-431-300-141	42.50
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	109-434-300-141	51.00
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	120-435-300-141	34.00
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	105-437-300-141	59.50
64111	10/10/2017	Felder Communications	RADIO MAINT & REPAIR	121-439-300-141	17.00
			<b>Warrant Total:</b>		<b>779.50</b>
64112	10/10/2017	Ferguson Enterprises, Inc	DEPT. SUPPLIES FOR STOCK	105-437-300-210	3,977.18
64112	10/10/2017	Ferguson Enterprises, Inc	DEPT SUPPLIES	105-437-300-210	735.18
64112	10/10/2017	Ferguson Enterprises, Inc	DEPT SUPPLIES	105-437-300-210	21.71
			<b>Warrant Total:</b>		<b>4,734.07</b>
64113	10/10/2017	Frontier Communications	ACCT#55999286801122995	104-432-320-220	61.11
			<b>Warrant Total:</b>		<b>61.11</b>
64114	10/10/2017	GMS, Inc.	#804 RLSS 1098'S SUPP MAINT.	178-441-300-200	105.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64115	10/10/2017	Hayes Garage Doors	GALVANIZED DOORS/LOCKS/HINGES	104-412-500-540	105.00
				<b>Warrant Total:</b>	<b>2,196.98</b>
64116	10/10/2017	High Desert Wireless Broadband	FR. WYATT CAMERAS	138-419-300-200	5,227.23
64116	10/10/2017	High Desert Wireless Broadband	MAROOT PARK CAMERAS	138-419-300-200	8,264.79
				<b>Warrant Total:</b>	<b>13,492.02</b>
64117	10/10/2017	Jorge Lopez	MAROOT PARK BATHROOM-TRESSES/ROOF	138-419-300-200	2,139.60
				<b>Warrant Total:</b>	<b>2,139.60</b>
64118	10/10/2017	Jorgensen & Company	FIRE ALARM REPAIR-CITY HALL	104-432-300-200	315.00
				<b>Warrant Total:</b>	<b>315.00</b>
64119	10/10/2017	Juan Mata	EDUCATION REIMBURSEMENT	120-435-300-200	300.00
				<b>Warrant Total:</b>	<b>300.00</b>
64120	10/10/2017	Kevin Tromborg	104-6/17 ANNUAL CAL CODE ENFRS OFFIC CONF (CACEO)	104-406-300-270	238.00
				<b>Warrant Total:</b>	<b>238.00</b>
64121	10/10/2017	Kings County Clerk	TERMINATION OF TITLE CLOUD 1020 NORBOE, CORCORAN	104-406-300-200	11.00
				<b>Warrant Total:</b>	<b>11.00</b>
64122	10/10/2017	Kings County Planning Agency	COUNTY LOAN PAYMENTS--7/1-9/30/17	190-470-365-099	1,149.80
64122	10/10/2017	Kings County Planning Agency		191-472-365-099	705.44
64122	10/10/2017	Kings County Planning Agency		193-474-365-099	974.00
64122	10/10/2017	Kings County Planning Agency		195-477-365-099	2,182.14
64122	10/10/2017	Kings County Planning Agency		196-478-365-099	1,020.00
64122	10/10/2017	Kings County Planning Agency	CITY 3% SHARE	301-430-366-100	-180.94
				<b>Warrant Total:</b>	<b>5,850.44</b>
64124	10/10/2017	Kings County Treasurer	COUNTY IMPACT FEES 7/1-9/30/17	104-000-202-008	34,716.10
64124	10/10/2017	Kings County Treasurer	CITY ADMIN FEE PFF FEE	104-000-366-100	-846.70
64123	10/10/2017	Kings County Treasurer	BOND CHARGES 7/1-9/30/17	120-435-340-343	5,360.30
				<b>Warrant Total:</b>	<b>39,229.70</b>
64125	10/10/2017	Kreel & Company Painting	INTER & EXT PAINTING-MAROOT PARK RESTROOM	104-412-500-540	2,161.50

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64126	10/10/2017	Lacal Equipment, Inc.	REPAIRS-SWEEPER UNIT#134	112-438-300-140	2,161.50
				<b>Warrant Total:</b>	<b>810.28</b>
64127	10/10/2017	Ma. Josephine Lindsey De La Cruz	104-6/17 ANNUAL CAL CODE ENFRG OFFIC CONF (CACEO)	104-406-300-270	99.00
				<b>Warrant Total:</b>	<b>99.00</b>
64128	10/10/2017	Mattos Underground Construction, Inc.	HOT TAP FOR HYDRANT 6 1/2 & WHITLEY	105-437-300-200	985.00
				<b>Warrant Total:</b>	<b>985.00</b>
64129	10/10/2017	Miguel Meneses	YARD SVC SUNRISE VILLA	111-601-300-202	200.00
64129	10/10/2017	Miguel Meneses	YARD SVC 6 1/2 AND ORANGE	111-601-300-202	120.00
				<b>Warrant Total:</b>	<b>320.00</b>
64130	10/10/2017	Nacho's Automotive	SMOG CHECK UNIT#201	104-433-300-260	49.75
64130	10/10/2017	Nacho's Automotive	SMOG CHECK UNIT#205	120-435-300-260	49.75
64130	10/10/2017	Nacho's Automotive	SMOG CHECK UNIT#146	104-412-300-260	24.87
64130	10/10/2017	Nacho's Automotive	SMOG CHECK UNIT#146	109-434-300-260	24.88
64130	10/10/2017	Nacho's Automotive	SMOG CHECK UNIT#203	104-412-300-260	49.75
64130	10/10/2017	Nacho's Automotive	SMOG CHECK UNIT#103	104-431-300-260	49.75
				<b>Warrant Total:</b>	<b>248.75</b>
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	104-433-300-140	131.67
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	104-412-300-140	131.68
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	104-431-300-140	131.68
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	105-437-300-140	131.68
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	109-434-300-140	131.68
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	145-410-300-140	131.68
64131	10/10/2017	Nick Champi Enterprises	COPR YARD GATE REPAIR	120-435-300-140	131.68
				<b>Warrant Total:</b>	<b>921.75</b>
64132	10/10/2017	Northrop Grunman Systems Corp	ROUTE MANAGER ANNUAL SOFTWARE & TELEPHONE SUPP	104-405-300-200	636.00
				<b>Warrant Total:</b>	<b>636.00</b>
64137	10/10/2017	PG&E	ACCT#99497000756-9	111-601-300-240	9.86
64137	10/10/2017	PG&E	ACCT#99497000756-9	145-410-300-240	1,698.73
64137	10/10/2017	PG&E	ACCT#99497000756-9	104-411-300-240	4,057.79

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64137	10/10/2017	PG&E	ACCT#99497000756-9	104-412-300-240	1,160.50
64137	10/10/2017	PG&E	ACCT#99497000756-9	104-432-300-240	11,170.42
64137	10/10/2017	PG&E	ACCT#99497000756-9	104-432-320-240	315.74
64137	10/10/2017	PG&E	ACCT#99497000756-9	121-439-300-240	604.16
64137	10/10/2017	PG&E	ACCT#99497000756-9	105-437-300-240	110,025.14
64137	10/10/2017	PG&E	ACCT#99497000756-9	109-434-300-240	13,655.83
64137	10/10/2017	PG&E	ACCT#99497000756-9	120-435-300-240	8,056.23
64133	10/10/2017	PG&E	ACCT#5304135173-4	111-601-300-240	93.59
64133	10/10/2017	PG&E	ACCT#5304135173-4	111-603-300-240	8.97
64133	10/10/2017	PG&E	ACCT#5304135173-4	111-604-300-240	96.08
64133	10/10/2017	PG&E	ACCT#5304135173-4	104-412-300-240	13.54
64133	10/10/2017	PG&E	ACCT#5304135173-4	109-434-300-240	5,517.33
64134	10/10/2017	PG&E	ACCT#3357250173-3	104-000-120-022	609.32
64135	10/10/2017	PG&E	ACCT#6465964727-9	301-430-300-316	10.51
64136	10/10/2017	PG&E	ACCT#9417235641-5	301-430-300-316	10.51
				<b>Warrant Total:</b>	<b>157,114.25</b>
64138	10/10/2017	Proclean Supply	JANITORIAL SUPPLIES	104-432-300-210	724.47
64138	10/10/2017	Proclean Supply	JANITORIAL SUPPLIES	105-437-300-210	84.96
64138	10/10/2017	Proclean Supply	JANITORIAL SUPPLIES	120-435-300-210	84.96
				<b>Warrant Total:</b>	<b>894.39</b>
64139	10/10/2017	Quad Knopf, Inc.	CORCORAN WATER METER REPLACEMENT	105-437-300-200	1,280.05
				<b>Warrant Total:</b>	<b>1,280.05</b>
64140	10/10/2017	Quality Pool Service	INSTALL MAIN DRAIN COVERS	104-411-300-200	170.00
64140	10/10/2017	Quality Pool Service	SAFETY SUCTION COVERS X2	104-411-300-210	772.34
64140	10/10/2017	Quality Pool Service	REPLACE PUMP-STENNER PUMP	104-411-300-140	455.81
64140	10/10/2017	Quality Pool Service	POND FOUNTAIN PUMP	104-411-300-140	191.98
64140	10/10/2017	Quality Pool Service	SODA BICARBONATE	104-411-300-210	386.10
				<b>Warrant Total:</b>	<b>1,976.23</b>
64141	10/10/2017	Quinn Company	DEPT SUPPLIES- O RING	105-437-300-210	9.44
				<b>Warrant Total:</b>	<b>9.44</b>
64142	10/10/2017	Reliable Status Towing	TOWING OF VEHICLE ON PROPERTY ADDRESS 1050 PUEBL	104-406-300-194	60.00
				<b>Warrant Total:</b>	<b>60.00</b>

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64143	10/10/2017	Sawtelle Rosprim Machine Shop	REMOVE BOLTS FROM FLAME ARRESTER	120-435-300-200	112.50
64143	10/10/2017	Sawtelle Rosprim Machine Shop	REPAIR AT CORP. YARD GALVANIZED PIPE	105-437-300-140	51.64
<b>Warrant Total:</b>					<b>164.14</b>
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	104-406-300-210	219.05
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	145-410-300-250	3,608.83
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	104-412-300-250	853.05
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	104-421-300-250	3,034.13
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	104-431-300-250	42.86
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	109-434-300-250	159.72
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	120-435-300-250	459.68
64144	10/10/2017	Shell Fleet Plus	SEPT 2017 STATEMENT	105-437-300-250	1,696.20
<b>Warrant Total:</b>					<b>10,073.52</b>
64145	10/10/2017	Sidonio Palmerin	KINGS CO WATER COMMISSION MTG 5/23/17	104-401-300-270	22.79
64145	10/10/2017	Sidonio Palmerin	KINGS CO WATER COMMISSION MTG 8/28/17	104-401-300-270	22.79
<b>Warrant Total:</b>					<b>45.58</b>
64146	10/10/2017	SJVAFCD	PERMIT FEES FACILITY ID C706720 STANDBY GENERATOR	105-437-300-160	525.00
64147	10/10/2017	SJVAFCD	PERMIT FEES FACILITY ID C706610 STANDBY GENERATOR	105-437-300-160	820.00
<b>Warrant Total:</b>					<b>1,345.00</b>
64148	10/10/2017	Terminix	PEST CONTROL DONE FOR THE MONTH OF SEPTEMBER 20	301-430-300-316	44.00
<b>Warrant Total:</b>					<b>44.00</b>
64149	10/10/2017	TF Tire & Service	TIRE REPLACEMENT UNIT#102	109-434-300-260	390.27
64149	10/10/2017	TF Tire & Service	TIRE REPLACEMENT UNIT#108	104-412-300-140	87.65
64149	10/10/2017	TF Tire & Service	TIRE REPLACEMENT UNIT#102	109-434-300-260	390.27
64149	10/10/2017	TF Tire & Service	TIRE REPLACEMENT UNIT#152	105-437-300-260	149.54
<b>Warrant Total:</b>					<b>1,017.73</b>
64150	10/10/2017	The Gas Company	ACCT#11484795064	104-411-300-242	14.79
64151	10/10/2017	The Gas Company	ACCT#05463252576	104-432-300-242	51.74
64152	10/10/2017	The Gas Company	ACCT#11971525008	104-432-300-242	5.36
64153	10/10/2017	The Gas Company	ACCT#06301527005	120-435-300-242	18.54
64154	10/10/2017	The Gas Company	ACCT#12602978541	104-432-300-242	29.61
64155	10/10/2017	The Gas Company	ACCT#17151733304	301-430-300-316	7.80

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
64156	10/10/2017	Toshiba Financial Services	COPIER SVC RENTAL /TAXES	104-421-300-180	127.84
				<b>Warrant Total:</b>	<b>47.86</b>
64157	10/10/2017	TSA Consulting Group, Inc.	SEPT 2017 SERVICE FEE FOR 401 A PLAN	104-405-300-200	50.00
				<b>Warrant Total:</b>	<b>50.00</b>
64158	10/10/2017	Tule Trash Company	CONTRACT	112-436-300-200	122,718.17
64158	10/10/2017	Tule Trash Company	FRANCHISE FEE 7.5%	112-436-316-023	-10,213.75
				<b>Warrant Total:</b>	<b>112,504.42</b>
64159	10/10/2017	unWired Broadband	INTERNET SVC-WTP	105-437-300-220	199.95
				<b>Warrant Total:</b>	<b>199.95</b>
64160	10/10/2017	US Bank Equipment Finance	PUBLIC WORKS COPIER LEASE	109-434-300-180	199.78
				<b>Warrant Total:</b>	<b>199.78</b>
64161	10/10/2017	Verizon Wireless	CELL SVC AUG 16-SEPT 15 2017 ACCT#6720383200001	104-421-300-221	1,328.69
				<b>Warrant Total:</b>	<b>1,328.69</b>
64162	10/10/2017	Vulcan Materials Company	COLDMIX FOR POTHOLES	109-434-300-213	491.77
				<b>Warrant Total:</b>	<b>491.77</b>
64163	10/10/2017	Willie Williams Masonry	BLOCK PILLARS X2-MARROOT PARK RESTROOMS	104-412-500-540	2,460.00
				<b>Warrant Total:</b>	<b>2,460.00</b>
64164	10/10/2017	Wright's Electric	BULBS	104-432-300-210	64.24
				<b>Warrant Total:</b>	<b>64.24</b>
64165	10/10/2017	Zoom Imaging Solutions Inc	COPIER RENTAL/TONER	104-421-300-180	8.09
				<b>Warrant Total:</b>	<b>8.09</b>

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

**MEMO**

**TO:** Corcoran City Council

**FROM:** Joseph Faulkner, Public Works Director

**DATE:** September 29, 2017      **MEETING DATE:** October 10, 2017

**SUBJECT:** Vehicle Purchase

**Recommendation:**

That council authorizes the purchase of two Public Works service trucks from Richard's Chevrolet.

**Discussion:**

Staff is asking that council authorize the purchase of two Public Works service trucks. Replacement of worn-out equipment and vehicles is an on-going effort to sustain fleet reliability and maintainability. Replacing equipment and vehicles at the end of their useful life saves the city money, reduces out-of-commission time and helps ensure safety. Equipment and vehicles being replaced are no longer economically maintainable; vehicles are approaching 17 years of service, which routinely places them out-of-commission. One vehicle will be allocated to the Water Division and the other to the Wastewater Division. Both vehicles will be purchased through a local dealer. Delivery is averaging approximately 60 days after the unit is ordered.

**Budget impact:**

Funds for vehicles were appropriated in the current 2017/2018 capital budget period. The quote for each vehicle is \$35,256.03, which will be expensed to the Capital Machinery and Equipment accounts for each division.

City of

# CORCORAN

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

**MEMO**

**TO: Corcoran City Council**

**FROM: Kindon Meik, City Manager**

**DATE: October 5, 2017**

**MEETING DATE: October 10, 2017**

**SUBJECT: Cannabis Ordinances and Public Input**

**Recommendation: (Voice Vote)**

Authorize the City Attorney to draft cannabis ordinances to meet January 1, 2018 deadline and schedule community workshops and necessary public hearings.

**Discussion:**

On September 19, 2017 the City Council participated in a workshop conducted by HdL Companies to discuss policies available to the City in regards to commercial and adult use cannabis.

Following the workshop, the City Attorney notified staff that the State has not modified or adjusted the deadline to enact ordinances related to cannabis activities within city limits. The set deadline is January 1, 2018.

Based on the short timeline to act, staff is proposing that the City Attorney draft three separate cannabis ordinances as follows:

1. An ordinance that regulates Prop 64 and the growing of cannabis in residential and other designated zones for personal use.
2. An ordinance that bans dispensaries but allows and regulates other commercial cannabis activities.
3. An ordinance that bans dispensaries and all other commercial cannabis activities.

Contingent on Council approval to proceed, the following timeline would be established:

- October 18/25 – Publish public hearing notices
- October 24 – Council input on draft ordinances at the scheduled city council meeting
- October 25 – Community outreach workshop conducted by HdL Companies
- November 6 – Special Planning Commission meeting (tentative)
- November 14 – Public hearing to consider adopting ordinances

**Budget Impact:**

Initial estimate to draft ordinances and publish required public hearing notices is approximately \$7,500.

**Attachment:**

None.

City of

# CORCORAN

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

**MEMO**

**TO: Corcoran City Council**

**FROM: Kindon Meik, City Manager**

**DATE: October 3, 2017**

**MEETING DATE: October 10, 2017**

**SUBJECT: Section 115 Trust Fund as a Pension Strategy**

**Recommendation:**

Information and discussion item only.

**Discussion:**

At the League of California Cities South San Joaquin Valley Division General Membership meeting in April 2017, the agenda included a presentation by Public Agency Retirement Services (PARS) on the ability of cities to establish a Section 115 Trust to pre-fund CalPERS pension costs. PARS also conducted a similar workshop at the League of California Cities annual conference in Sacramento.

An increasing number of cities in California are now working with PARS to create a Section 115 Trust thus allowing local governments to utilize the trust to pay for future unfunded CalPERS costs.

Attached is portion of the presentation that was given in April. Staff will be meeting with PARS representatives in November and will update the Council with additional information following that discussion.

**Budget Impact:**

None.

**Attachment:**

PARS presentation.

City Offices

# Pension Strategies

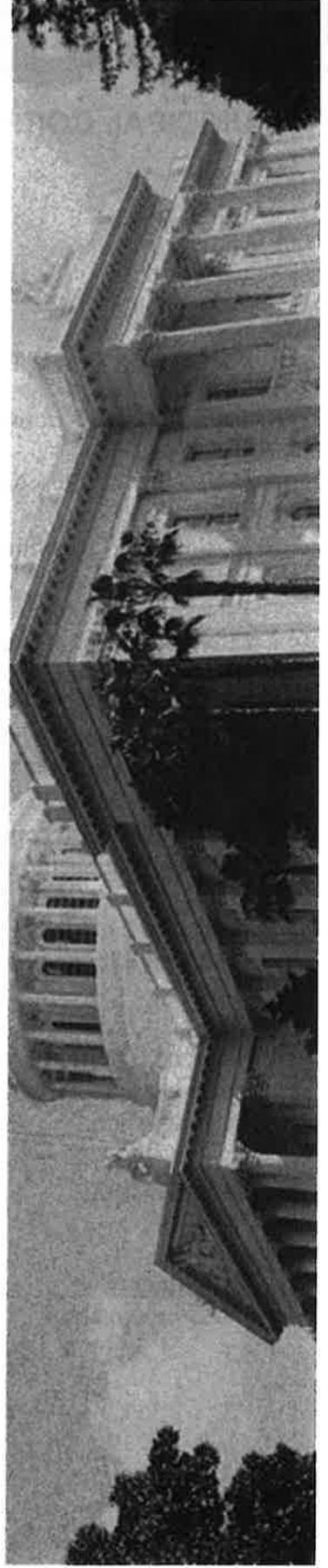
**Unlocking the Power of Prefunding to  
Lower Liabilities, Reduce Costs and  
Maximize Assets**

April 13, 2017

PUBLIC  
AGENCY  
RETIREMENT  
SERVICES

**PARS**

TRUSTED SOLUTIONS. LASTING RESULTS.



# Pre-funding Pension/Background



- Most California pension plans are underfunded (typically between 60-80% funded), resulting in increasing rates
- New GASB 68 requirements to disclose Net Pension Liability on financial statements – 2015
- Previously, the only way to reduce retirement system unfunded liability was to send additional contributions in excess of annual required contribution to pension system (if available)
- In December 2016, CalPERS dropped the discount rate from 7.5% to 7.0% (with a 3 year phase in), creating upward pressure on member agencies; other 37 Act Systems may follow suit

# Pre-funding Pension/Background



- In response to the lack of options, new tools have been created to enable public agencies to pre-fund retirement obligations through a locally controlled trust separate and apart from the retirement system using a Section 115 Trust
- An IRS Private Letter Ruling has affirmed the tax-exempt status of the program
- More than seventy-five (75) CA agencies have adopted this program as of March 31, 2017, with many more entities considering adoption

# Section 115 Trust

- Section 115 Trust can be used by local governments to fund essential governmental functions (i.e., retiree healthcare, pension)
- Any income derived from a Section 115 Trust is tax exempt
- Trust is irrevocable and designed to pre-fund retirement plan obligations
- Once contributions are placed into trust, assets from the trust can only be used for retirement plan purposes:
  - reimburse agency for CalPERS/37 Act Retirement System contributions
  - assets can be transferred to CalPERS/37 Act Retirement System at anytime for pension

# Advantages of Using a Separate Trust Fund



## **1 Complete Local Control over Assets**

Account can be accessed at anytime as long as it is used to pay the employer's pension obligations

## **2 Pension Rate Stabilization**

Assets can be transferred to retirement system plan at the City's direction, which can reduce or eliminate large fluctuations in Employer contributions to retirement system

## **3 Rainy Day Fund**

Emergency source of funds when Employer revenues are impaired based on economic or other conditions

## **4 Lower Costs**

115 Trust might have lower overall administrative and investment management costs compared to the retirement system

# Advantages of Using a Separate Trust Fund



## **5 Addresses Pension Liabilities for GASB 68**

Contributions placed in an exclusive benefit trust addresses City's unfunded pension liability

## **6 Improved Credit Ratings**

Rating agencies may look favorably upon actions to reduce liabilities

## **7 Actuarially Sound Retirement System**

Provide integrity and security for the source of funding for retirement benefits

## **8 Diversified Investing/Potential for Greater Return than General Fund**

Can choose risk tolerance level for City's unique needs

# Investment Flexibility



- City maintains oversight of the investment manager and the portfolio's risk tolerance level
- Investment restrictions that apply to the general fund (CA Government Code 53601) are not applicable to assets held in an Irrevocable Section 115 Trust
- Assets held in an irrevocable trust can be invested per Government Code Section 53216.1
- Investments can be diversified and invested in a prudent fashion
- Investments can be tailored to the City's unique demographics
- Increased Risk Diversification

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

**MEMO**

**TO:** Corcoran City Council

**FROM:** Kindon Meik, City Manager

**DATE:** October 5, 2017

**MEETING DATE:** October 10, 2017

**SUBJECT:** Ongoing Support of the San Joaquin Valley Water Infrastructure Authority

**Recommendation: (Voice Vote)**

Consider supporting the ongoing efforts of the San Joaquin Valley Water Infrastructure Authority by providing a contribution to the City of Avenal for costs associated with representing westside cities.

**Discussion:**

The San Joaquin Valley Water Infrastructure Authority was created in 2015 with the intent to establish a regional coalition that would seek Prop 1 funding for Valley water storage projects. An item of particular interest is the JPA's collaborative plan to secure funds for the construction of the Temperance Flat Dam along the San Joaquin Gorge north of Fresno.

The joint powers agreement creating the SJVWIA established an eleven member board that includes representatives from the counties of Kings, Tulare, Fresno, Madera, and Merced and representation from other stakeholders including two cities. The board seat representing westside cities is held by Mayor Alvaro Preciado from the City of Avenal.

The language of the agreement stipulates that board members are to assume the fiscal responsibility of the JPA. Each represented entity that has seat on the board is required to contribute \$50,000 as part of their allocation.

In that the board seat represents all of the westside cities, local governments have been asked to help offset the burden being carried by the City of Avenal by contributing to the allocation. Staff recommends a contribution of \$5,000 to the City of Avenal.

**Budget Impact:**

The contribution to the City of Avenal is \$5,000 that would come from the Water Fund.

**Attachment:**

Email correspondence from Melissa Whitten, City Manager of the City of Avenal.

## Kindon Meik

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**From:** Kindon Meik  
**Sent:** Thursday, October 05, 2017 11:57 AM  
**To:** Kindon Meik  
**Subject:** FW: Consider Financial Support for the SJVWIA Westside Membership Dues

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**From:** Melissa W [<mailto:avenalcm@cityofavenal.com>]  
**Sent:** Monday, September 25, 2017 6:52 PM  
**To:** Melissa Whitten <[avenalcm@cityofavenal.us](mailto:avenalcm@cityofavenal.us)>  
**Subject:** Consider Financial Support for the SJVWIA Westside Membership Dues

**Hi Kindon:**

**According to the e-mail below (2016), the City of Avenal received a \$5000 contribution from Corcoran to support the Westside Representative Membership Dues on the San Joaquin Valley Water Infrastructure Authority. The annual membership cost is \$50,000 per seat on the Board of Directors.**

**As a Westside City, we would greatly appreciate the City of Corcoran's support again this year (2017). The westside seat is currently held by our Mayor, Alvaro Preciado.**

**Thanks so much.**

**Melissa—**

*Melissa G. Whitten, City Manager*

City of Avenal - "Pistachio Capital of the World"  
919 Skyline Boulevard  
Avenal, CA 93204  
559.386.5766  
[avenalcm@cityofavenal.com](mailto:avenalcm@cityofavenal.com)

**From:** Melissa Whitten [<mailto:avenalcm@cityofavenal.us>]  
**Sent:** Tuesday, March 08, 2016 8:59 PM  
**To:** Cade, Alan; Mario Santoyo  
**Subject:** SJVWIA - Avenal - West Side Cities Membership Contributors

Alan & Mario:

As of this date, Avenal has received contribution confirmations from the following:

<u>Name:</u>	<u>Contribution Amount:</u>
City of Avenal Attn: Melissa Whitten, City Manager	\$12,500

919 Skyline Blvd.  
Avenal, CA 93204

City of Hanford \$ 5,000  
Attn: Darrel Pyle, City Manager  
319 North Douty Street  
Hanford, CA 93230

City of Corcoran \$ 5,000  
Attn: Kindon Meik, City Manager  
832 Whitley Avenue  
Corcoran, CA 93212

Worth Farms \$ 1,000  
Attn: Rick Worth  
37074 S. Buffalo Avenue  
Coalinga, CA 93210

Stone Land Company \$ 1,000  
Attn: Tony Azevedo  
P. O. Box 146  
Stratford, CA 93266

We believe that Lemoore will be contributing; however, not certain of the amount. Letters from the Mayor requesting support of funding have been sent to meeting attendees (February 22<sup>nd</sup> in Avenal): Mendota, San Joaquin and Huron; no response as of this date. Letters to Firebaugh, Kerman and Coalinga will be mailed tomorrow.

Thank you.

Melissa –

*Melissa G. Whitten, City Manager*

City of Avenal – “Pistachio Capital of the World”  
919 Skyline Boulevard  
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City of

# CORCORAN

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## MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8-A

### MEMORANDUM

**MEETING DATE:** October 10, 2017  
**TO:** Corcoran City Council  
**FROM:** Kindon Meik, City Manager  
**SUBJECT:** Matters for Mayor and Council

#### UPCOMING EVENTS / MEETINGS

- October 12, 2017 (Thursday) General Membership Meeting – 6:00 PM, Pioneer School, Delano CA.
- October 24, 2017 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- October 25, 2017 (Wednesday) Community Workshop on Cannabis – 6:00 PM, Technology Learning Center, Corcoran CA.
- November 10, 2017 (Friday) City Offices Closed – Observance of Veteran's Day
- November 14, 2017 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

A. Information Items

1. Follow up workshop by HdL Companies.

B. Council Comments – *This is the time for council members to comment on matters of interest.*

1. Staff Referral Items

C. Committee Reports

D. Council Goals:



**COUNCIL REQUESTS OR REFERRAL ITEMS  
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

<b>DATE</b> Sent to Council/ Request made	<b>REQUEST</b>	<b>STATUS</b>	<b>DEPARTMENT RESPONSIBLE</b> Dept/Division
09/26/17	Council requested that staff provide information on the process of council members being able to receive City health insurance benefits.		City Manager/ Finance Director
06/13/17	<p>Community Workshop/Townhall Meeting with HdL Companies scheduled for 10/25/17.</p> <p>Workshop conducted by HdL Companies on 9/19/17. Council authorized additional education and outreach.</p> <p>At the 07/25/17 meeting, Council agreed to contract with HdL Companies to conduct a workshop on commercial cannabis. Staff will work with the consultant to determine a possible date.</p> <p>Study session held on 06/27/17 regarding cannabis. Council directed staff to continue discussion on commercial cannabis businesses and local policy options.</p> <p>06/13/17 Council requested a study session and further discussion on commercial cannabis cultivators and other cannabis related businesses interested in operating in Corcoran.</p>	Study session scheduled for June 27 meeting.	All
05/09/17	City Council requested that Staff present draft finance policies relating to General Fund reserves, balanced budget, etc.	Draft policies to be presented in late June	City Manager/Finance Director
05/09/07	<p>Roundabout completed. Next steps by Council is to discuss possible monument in the center of the roundabout.</p> <p>Council requested regular updates on the Hwy 43 and Whitley Ave. roundabout construction.</p>	Update to be included on future agendas	Public Works Director