

**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, March 13, 2018
5:30 P.M.**

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerks Office at (559) 992-2151.

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

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

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

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

ROLL CALL

Mayor:	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 February 27, 2018.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approve Resolution No. 2924 and authorize the City Manager to enter into an agreement with Hinderliter, de Llamas & Associates (HdL) to examine the sales, use, and transaction tax records associated with Measure A.
- 2-D. Authorize City support of the Coalition to Protect Local Transportation Improvements and oppose efforts to repeal SB 1. Authorize Council Members to individually support the Coalition to Protect Local Transportation Improvements.

3. **PPROPRIATIONS (VV)**

Approval of Warrant Register dated March 13, 2018. *(Ruiz-Nuñez)(VV)*

4. **PRESENTATIONS**

- 4-A. Presentation and study session from Kings County Fire Department. *(Meik)*

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Request to authorize staff to solicit bid for 2017-2018 seal project and micro surfacing project. *(Faulkner)(VV)*
- 7-B. Community Development 2017 Annual Report. *(Tromborg)*
- 7-C. Authorize staff to contract with PAX Water Technologies for the purchase and installation of the chlorine application and monitoring system. *(Faulkner)(VV)*
- 7-D. Provide direction on the proposed Measure A projects for the 2018-2019 fiscal year. *(Meik)*
- 7-E. Discuss General Reserve Policy Options. *(Ruiz-Nuñez)*

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 – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 1 .

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:

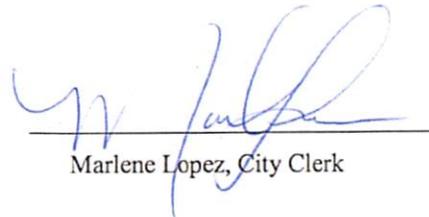
- Designated representatives: Kindon Meik
- Name of employee organization: CPOA , or
- Position title(s) of unrepresented employee(s):

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

- Consider the discipline, dismissal or release of a public employee.
 - Hear complaints or charges against a public employee.
 - Consider public employee appointment/employment for the position of:
-
- Consider public employee performance evaluation for the position of:
 City Manager, Kindon Meik

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 March 9, 2018.



Marlene Lopez, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
Tuesday, February 27, 2018**

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 Jeanette Zamora-Bragg

Councilmembers absent: Jerry Robertson

Staff present: Joseph Beery, Joseph Faulkner, Rick Joyner, Ma. Josephine Lindsey, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy and Kevin Tromborg

Press present: None

INVOCATION

Invocation was presented by Palmerin.

FLAG SALUTE

The flag salute was led by Nolen.

1. PUBLIC DISCUSSION

2. CONSENT CALENDAR

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

AYES: Lerma, Nolen, Palmerin and Zamora-Bragg

NOES:

ABSENT: Robertson

3. APPROPRIATIONS

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Palmerin to approve the Warrant Register for February 27. Motion carried by the following vote:

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

NOES:

ABSENT: Robertson

4. PRESENTATIONS – None

5. PUBLIC HEARINGS

- 5-A.** Public Hearing to obtain comments on proposed refuse and sewer rates and consider Resolution No. 2921, adopting revised refuse and sewer rates to be implemented on March 1, 2018, was declared open at 5:36 p.m. Meik presented the staff report. Having no written testimony received, the public hearing was closed at 6:24 p.m.

Mr. Dan Bergman of IGService made presented an overview of the sewer and refuse rate study for the City of Corcoran.

Belinda Esquierdo, resident of 2321 Lorina Avenue, Corcoran, CA 93212, expressed her opposition to the proposed refuse and sewer rate increase.

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Palmerin to approve Resolution No. 2921, adopting revised refuse and sewer rates to be implemented on March 1, 2018. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin and Zamora-Bragg

NOES:

ABSENT: Robertson

- 5-B.** Public Hearing to obtain comments regarding Unmet Transit Needs was declared open at 6:27 p.m. Tromborg presented the staff report. Having no oral and written testimony received, the public hearing was closed at 6:36 p.m.

The Council agreed for the continuance of the Public Hearing to obtain comments regarding Unmet Transit Needs to the April 24, 2018 council meeting.

- 5-C.** Public Hearing to adopt changes to the City's Guidelines for the Homebuyer and Housing Rehabilitation Programs, Resolution No. 2923 was declared open at 6:38 p.m. Tromborg presented the staff report. Having no oral and written testimony received, the public hearing was closed at 6:44 p.m.

Following Council discussion a **motion** was made by Palmerin and seconded by Nolen to adopt changes to the City's Guidelines for the Homebuyer and Housing Rehabilitation Programs, Resolution No. 2923. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin and Zamora-Bragg

NOES:

ABSENT: Robertson

6. WRITTEN COMMUNICATIONS – None

7. STAFF REPORTS

- 7-A** Chief Shortnacy presented the Corcoran Police Department 2017 Annual Report.

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 7:08 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 – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 1 .

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

The regular meeting was reconvened at 7:55 p.m. No action was taken on Item 9-A or 9-B.

ADJOURNMENT

 7:57 P.M.

Raymond Lerma, Mayor

Ma. Josephine D. Lindsey, Deputy City Clerk

APPROVED DATE: _____

#1

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 03/09/2018 - 9:49AM
 Warrant Request Date: 03/13/2018
 DAC Fund:

Batch: 00501.03.2018 - 03/13/18 2 Wrt Rgst FY18

Line	Claimant	Voucher No.	Amount
1	AAA Quality Services Inc	000065242	100.65
2	Accela, Inc.	000065243	2,324.53
3	Auto Zone, Inc.	000065244	551.86
4	Az Auto Parts	000065245	92.54
5	Breck's Electric Motors, Inc.	000065246	2,442.88
6	Brenntag Pacific, Inc.	000065247	5,144.58
7	Caves & Associates	000065248	642.42
8	Chemical Waste Management Inc	000065249	372.00
9	Circle T Farms Inc	000065250	2,200.00
10	Classic Pest Control	000065251	1,750.00
11	CNH Capital Industrial Capital	000065252	75.69
12	Corcoran Publishing Company	000065253	234.00
13	Dispensing Technology Corp	000065254	6,370.69
14	Essco Pumps & Controls	000065255	6,868.94
15	Farley Law Firm	000065256	15,256.04
16	Ferguson Enterprises, Inc	000065257	4,707.24
17	Gary V. Burrows Inc.	000065258	1,013.59
18	Government Finance Officers Association	000065259	190.00
19	Hinderliter, deLlames & Assoc	000065260	1,141.39
20	HUB International	000065261	117.72
21	Jorgensen & Company	000065262	1,203.83
22	Kings County Tax Collector	000065263	844.62
23	Law & Associates Investigations	000065264	600.00
24	Matson Alarm Co. Inc.	000065265	120.50
25	Millennium Funding	000065266	2,788.97
26	Office Depot	000065267	219.36
27	Proclean Supply	000065268	91.61
28	Richard's Chevrolet	000065269	35,584.68
29	Richard's Chevrolet	000065270	35,584.68
30	S & R Specialty Equipment	000065271	6.71
31	Safety-Kleen Systems, Inc	000065272	337.26
32	SECO Controls, LLC	000065273	594.91
33	Soledad Ruiz-Nunez	000065274	158.80
34	Steve Dovali Construction	000065275	137,386.96
35	Terminix	000065276	44.00
36	Tesco Controls, Inc	000065277	375.00
37	The Printer	000065278	22.45
38	unWired Broadband	000065279	199.95
39	Wood Rogers, Inc.	000065280	3,199.26

Page Total: \$270,960.31

Grand Total: \$270,960.31

Accounts Payable

Voucher Approval List

User: spineda
 Printed: 03/09/2018 - 9:51AM
 Batch: 00501.03.2018 - 03/13/18 2 Wrt Rgst FY18



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65242	3/13/2018	AAA Quality Services Inc	PORTA A POTTY RETNAL -MAROOT PARK	104-412-300-200	100.65
Warrant Total:					100.65
65243	3/13/2018	Accela, Inc.	ONLINE BILL PAY FEB 2018	105-437-300-200	525.50
65243	3/13/2018	Accela, Inc.	ONLINE BILL PAY FEB 2018	112-436-300-200	262.75
65243	3/13/2018	Accela, Inc.	ONLINE BILL PAY FEB 2018	120-435-300-200	157.65
65243	3/13/2018	Accela, Inc.	ONLINE BILL PAY FEB 2018	121-439-300-200	105.10
65243	3/13/2018	Accela, Inc.	SPRINGBROOK FIXED ASSETS MAINT.	104-405-300-200	1,273.53
Warrant Total:					2,324.53
65244	3/13/2018	Auto Zone, Inc.	DURALAST ALTERNATOR UNIT#148	109-434-300-260	143.96
65244	3/13/2018	Auto Zone, Inc.	DURALAST HD BATTERY STA. 2 GENATOR	105-437-300-140	380.85
65244	3/13/2018	Auto Zone, Inc.	BRAKE HOSE UNIT#190	105-437-300-260	27.05
Warrant Total:					551.86
65245	3/13/2018	Az Auto Parts	WWTP OIL DIGESTER	120-435-300-140	54.53
65245	3/13/2018	Az Auto Parts	BATTERY SWITCH UNIT#92	120-435-300-140	10.83
65245	3/13/2018	Az Auto Parts	BRAKE FLUID UNIT#190	105-437-300-260	5.89
65245	3/13/2018	Az Auto Parts	BRAKE HOSES UNIT#190	105-437-300-260	46.90
65245	3/13/2018	Az Auto Parts	RETURN DEFECTIVE	105-437-300-260	-25.61
Warrant Total:					92.54
65246	3/13/2018	Breck's Electric Motors, Inc.	WELL 6A-REVERSE RACHET ASSY PARTS & LABOR	105-437-500-518	2,442.88
Warrant Total:					2,442.88
65247	3/13/2018	Brenntag Pacific, Inc.	SOD HYPO	105-437-300-219	5,144.58
Warrant Total:					5,144.58
65248	3/13/2018	Caves & Associates	MEETING AND MILEAGE MARCH 18, 2018	104-402-300-200	642.42
Warrant Total:					642.42

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65249	3/13/2018	Chemical Waste Management Inc	BIN RENTAL	105-437-300-193	372.00
				Warrant Total:	372.00
65250	3/13/2018	Circle T Farms Inc	TRUCKING FOR WTP	105-437-300-200	2,200.00
				Warrant Total:	2,200.00
65251	3/13/2018	Classic Pest Control	POOL-BIRD SPIKES & WIRING	104-411-300-200	1,750.00
				Warrant Total:	1,750.00
65252	3/13/2018	CNH Capital Industrial Capital	SEALS, SEALS KITS FOR UNIT#92 (\$117.99-\$42.30 CR)	120-435-300-140	75.69
				Warrant Total:	75.69
65253	3/13/2018	Corcoran Publishing Company	PHN RE HOUSING REHAB ORDIN FTHB GUIDELINES	104-406-300-156	234.00
				Warrant Total:	234.00
65254	3/13/2018	Dispensing Technology Corp	CRACK SEALANT	109-434-300-213	6,370.69
				Warrant Total:	6,370.69
65255	3/13/2018	Essco Pumps & Controls	5 1/2 STA. PUMP 493, WEAR PLATE., SEAL	120-435-300-140	6,868.94
				Warrant Total:	6,868.94
65256	3/13/2018	Farley Law Firm	LEGAL EXPENSES FOR FEB 2018	104-403-300-200	15,256.04
				Warrant Total:	15,256.04
65257	3/13/2018	Ferguson Enterprises, Inc	METERS/SUPPLIES	105-437-300-210	1,609.13
65257	3/13/2018	Ferguson Enterprises, Inc	METERS/SUPPLIES	105-437-300-210	930.50
65257	3/13/2018	Ferguson Enterprises, Inc	HYDRANT METER, SUPPLIES	105-437-300-210	1,302.02
65257	3/13/2018	Ferguson Enterprises, Inc	METER SUPPLIES	105-437-300-210	865.59
				Warrant Total:	4,707.24
65258	3/13/2018	Gary V. Burrows Inc.	BULK DIESEL	109-434-300-250	1,013.59
				Warrant Total:	1,013.59
65259	3/13/2018	Government Finance Officers Association	GFOA ANNUAL MEMBERSHIP	104-405-300-170	190.00
				Warrant Total:	190.00
65260	3/13/2018	Hinderliter, deLlames & Assoc	1ST QTR SALES TAX	104-405-300-200	450.00
65260	3/13/2018	Hinderliter, deLlames & Assoc	AUDIT SVCS -SALES TAX	104-405-300-200	691.39

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
Warrant Total:					1,141.39
65261	3/13/2018	HUB International	VETS HALL USE-RECEPTION	104-000-362-085	117.72
Warrant Total:					117.72
65262	3/13/2018	Jorgensen & Company	ANNUAL SVC-SPRINKLER SYSTEM	104-432-300-200	200.00
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-RAO	104-432-300-200	105.32
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-VEH-STREETS	109-434-300-260	119.76
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-VEH-PARKS	104-412-300-260	59.88
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-VEH-SHOP	104-433-300-260	59.88
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-VEH-WTP	105-437-300-260	299.47
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-VEH-WWTP	120-435-300-260	239.52
65262	3/13/2018	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER SVC-WWTP	104-432-300-200	120.00
Warrant Total:					1,203.83
65263	3/13/2018	Kings County Tax Collector	PROP TAX FOR 429 JAMES AVE. CORCORAN 93212	301-430-300-316	844.62
Warrant Total:					844.62
65264	3/13/2018	Law & Associates Investigations	BACKGROUND SVCS	104-421-300-200	600.00
Warrant Total:					600.00
65265	3/13/2018	Matson Alarm Co. Inc.	RAO ALARM SYS-MONITORING SVC	104-432-300-200	120.50
Warrant Total:					120.50
65266	3/13/2018	Millennium Funding	TEMP WORKER: M CASTRO & A. GRAVANCE	109-434-300-200	1,576.80
65266	3/13/2018	Millennium Funding	TEMP WORKER: M CASTRO & A. GRAVANCE	109-434-300-200	1,212.17
Warrant Total:					2,788.97
65267	3/13/2018	Office Depot	OFFICE SUPPLIES	104-431-300-210	38.64
65267	3/13/2018	Office Depot	OFFICE SUPPLIES	105-437-300-210	67.14
65267	3/13/2018	Office Depot	OFFICE SUPPLIES	120-435-300-210	95.77
65267	3/13/2018	Office Depot	OFFICE SUPPLIES	104-433-300-210	17.81
Warrant Total:					219.36
65268	3/13/2018	Proclean Supply	JANITORIAL SUPPLIES	104-432-300-210	74.21
65268	3/13/2018	Proclean Supply	JANITORIAL SUPPLIES	105-437-300-210	8.70
65268	3/13/2018	Proclean Supply	JANITORIAL SUPPLIES	120-435-300-210	8.70

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	91.61
65270	3/13/2018	Richard's Chevrolet	2018 CHEVY SLIVERADO VN#2899	120-435-500-540	28,467.74
65270	3/13/2018	Richard's Chevrolet	2018 CHEVY SLIVERADO VN#2899	121-439-500-540	7,116.94
65269	3/13/2018	Richard's Chevrolet	2018 CHEVY SLIVERADO VN#8507	105-437-500-540	35,584.68
				Warrant Total:	71,169.36
65271	3/13/2018	S & R Specialty Equipment	BUSHINGS	120-435-300-210	6.71
				Warrant Total:	6.71
65272	3/13/2018	Safety-Kleen Systems, Inc	PARTS CLEANER	104-433-300-200	337.26
				Warrant Total:	337.26
65273	3/13/2018	SECO Controls, LLC	AZTEC. IRON REAGENT	105-437-300-210	594.91
				Warrant Total:	594.91
65274	3/13/2018	Soledad Ruiz-Nunez	LCW-COMMUNICATIONS COUNTS	104-405-300-270	158.80
				Warrant Total:	158.80
65275	3/13/2018	Steve Dovali Construction	WELL 11A-PHASE 2-PROGRESS PAYMENT.	105-437-500-513	137,386.96
				Warrant Total:	137,386.96
65276	3/13/2018	Terminix	PEST CONTROL 2410 BELL AVE.	301-430-300-316	44.00
				Warrant Total:	44.00
65277	3/13/2018	Tesco Controls, Inc	ELECTRONIC PANEL REPAIRS	120-435-300-140	375.00
				Warrant Total:	375.00
65278	3/13/2018	The Printer	SALES TAX	145-410-300-210	22.45
				Warrant Total:	22.45
65279	3/13/2018	unWired Broadband	INTERNET SVCS-WTP	105-437-300-220	199.95
				Warrant Total:	199.95
65280	3/13/2018	Wood Rogers, Inc.	NITRATE MITGATION-WELL REHAB MODIFY SVCS	105-437-300-200	3,199.26
				Warrant Total:	3,199.26

#2

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 03/09/2018 - 9:38AM
 Warrant Request Date: 01/01/0001
 DAC Fund:

Batch: 00422.03.2018 - 03/13/18 Wrt Rgst FY18

Line	Claimant	Voucher No.	Amount
1	Auto Zone, Inc.	000065175	444.24
2	Az Auto Parts	000065176	67.28
3	B & C Enterprises	000065177	2,407.28
4	Best Deal Food Co Inc.	000065178	48.89
5	C. A. Reding Company, Inc	000065179	46.51
6	California Highway Patrol	000065180	300.00
7	Chemical Waste Management Inc	000065181	2,172.75
8	City of Avenal	000065182	3,956.50
9	City of Corcoran	000065183	67.28
10	Comcast	000065184	1,184.63
11	CopWare, Inc	000065185	615.00
12	Corcoran City Petty Cash	000065187	37.18
13	Corcoran City Petty Cash	000065186	152.63
14	Corcoran Publishing Company	000065188	566.00
15	Felder Communications	000065189	779.50
16	Frontier Communications	000065191	100.11
17	Frontier Communications	000065190	676.76
18	Frontier Communications	000065193	61.54
19	Frontier Communications	000065192	902.04
20	Gabriel Padama	000065194	248.00
21	Gary Cramer	000065195	156.00
22	Gary V. Bufkin	000065196	15,000.00
23	Golden Rule Creations	000065197	277.28
24	Haaker Equipment Company	000065198	1,368.79
25	Hanford Veterinary Hospital	000065199	73.53
26	Images/RadioShack Dealer	000065200	184.01
27	Joseph Faulkner	000065201	145.00
28	Juan Mata	000065202	41.00
29	Kings County Clerk	000065203	3.00
30	Kings Waste & Recycling	000065204	6,347.65
31	LexisNexis Risk Data Management, Inc.	000065205	50.00
32	Matt Chavez	000065206	41.00
33	Mendes Plumbing	000065207	835.24
34	Millennium Funding	000065208	1,409.27
35	Millers Rentaland, Inc	000065209	45.20
36	Office Depot	000065210	442.38
37	PG&E	000065212	9.00
38	PG&E	000065211	93.62
39	PG&E	000065213	117.35
40	PG&E	000065214	13.55
41	PG&E	000065215	5,564.69
42	PG&E	000065216	9.86
43	PG&E	000065217	9.86
44	Pitney Bowes Inc	000065218	882.01
45	Pizza Factory	000065219	34.09
46	Plain Insane Graphics	000065220	1,030.40

Page Total: \$49,017.90

Line	Claimant	Voucher No.	Amount
47	Price, Paige & Company	000065221	14,790.00
48	Prudential Overall Supply	000065222	495.50
49	RCP, Inc. Recorders, Charts, & Pens	000065223	126.24
50	Reuben Shortnancy	000065224	202.00
51	Sandra Pineda	000065225	24.67
52	Sawtelle & Rosprim Industrial	000065226	28.19
53	Shell Fleet Plus	000065227	8,220.73
54	Sun Badge Co	000065228	108.15
55	The Gas Company	000065229	240.01
56	The Gas Company	000065230	213.58
57	The Gas Company	000065231	700.05
58	The Gas Company	000065232	44.63
59	The Gas Company	000065234	51.68
60	The Gas Company	000065233	2,891.88
61	Tires 4 Less	000065235	15.00
62	Trent Augustus	000065236	248.00
63	Tulare-Kings Veterinary ER Svc	000065237	125.00
64	Tule Trash Company	000065238	2,105.87
65	US Bank Equipment Finance	000065239	226.66
66	Verizon Wireless	000065240	1,151.76
67	Zoom Imaging Solutions Inc	000065241	8.09
Page Total:			\$32,017.69
Grand Total:			\$81,035.59

Accounts Payable

Voucher Approval List

User: spineda
 Printed: 03/09/2018 - 9:39AM
 Batch: 00422.03.2018 - 03/13/18 Wrt Rgst FY18



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65175	3/13/2018	Auto Zone, Inc.	VEHICLE CAR WASH SUPPLIES/PD	104-421-300-260	7.02
65175	3/13/2018	Auto Zone, Inc.	BUS 238 8DX 8D1400 HEAVY DUTY	145-410-300-260	235.97
65175	3/13/2018	Auto Zone, Inc.	BUS 238 DURALAST BATTERY	145-410-300-260	201.25
Warrant Total:					444.24
65176	3/13/2018	Az Auto Parts	MAINT PARTS FOR UNIT 192	104-421-300-260	67.28
Warrant Total:					67.28
65177	3/13/2018	B & C Enterprises	FEB 2018/FUEL	104-412-300-250	468.09
65177	3/13/2018	B & C Enterprises	FEB 2018/FUEL	104-421-300-250	1,183.69
65177	3/13/2018	B & C Enterprises	FEB 2018/FUEL	104-431-300-250	302.95
65177	3/13/2018	B & C Enterprises	FEB 2018/FUEL	109-434-300-250	166.19
65177	3/13/2018	B & C Enterprises	FEB 2018/FUEL	120-435-300-250	286.36
Warrant Total:					2,407.28
65178	3/13/2018	Best Deal Food Co Inc.	DOG/CAT FOOD	104-421-300-203	48.89
Warrant Total:					48.89
65179	3/13/2018	C. A. Reding Company, Inc	COPIER LEASE DEPOT	145-410-300-180	46.51
Warrant Total:					46.51
65180	3/13/2018	California Highway Patrol	REQUESTING CHP INSPECTION OF BUS TERMINAL & BUSE	145-410-300-160	300.00
Warrant Total:					300.00
65181	3/13/2018	Chemical Waste Management Inc	FILTER SLUDGE PRESS DISPOSAL	105-437-300-193	2,172.75
Warrant Total:					2,172.75
65182	3/13/2018	City of Avenal	AC SVC AGREEMENT AVENAL/CORCORAN JAN 2018	104-421-300-203	3,956.50
Warrant Total:					3,956.50
65183	3/13/2018	City of Corcoran	ACCT#002166-002 2410 BELL AVE.	301-430-300-316	67.28

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
Warrant Total:					67.28
65184	3/13/2018	Comcast	PHONE SVC/PD	104-421-300-220	1,184.63
Warrant Total:					1,184.63
65185	3/13/2018	CopWare, Inc	CA PEACE OFCR LEGAL SOURCE/SITE LIC ELEC & WEB MA	104-421-300-200	615.00
Warrant Total:					615.00
65187	3/13/2018	Corcoran City Petty Cash	POSTAGE	104-432-300-152	1.18
65187	3/13/2018	Corcoran City Petty Cash	M LOPEZ PER DIEM	145-410-300-270	36.00
65186	3/13/2018	Corcoran City Petty Cash	TRAINING-J ROARK	104-421-300-270	12.00
65186	3/13/2018	Corcoran City Petty Cash	TRAINING-J HARRIS	104-421-300-270	36.00
65186	3/13/2018	Corcoran City Petty Cash	TRAINING-P CASTRO	104-421-300-270	36.00
65186	3/13/2018	Corcoran City Petty Cash	TRAINING-R SHORTNANCY	104-421-300-270	68.63
Warrant Total:					189.81
65188	3/13/2018	Corcoran Publishing Company	FEB 8 & FEB 15 2018 QUARTER PAGE AD	145-410-300-156	566.00
Warrant Total:					566.00
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	145-410-300-141	51.50
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	104-412-300-141	34.00
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	104-421-300-141	490.00
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	104-431-300-141	42.50
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	109-434-300-141	51.00
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	120-435-300-141	34.00
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	105-437-300-141	59.50
65189	3/13/2018	Felder Communications	RADIO MAINT & REPAIR	121-439-300-141	17.00
Warrant Total:					779.50
65190	3/13/2018	Frontier Communications	ACCT#55999251511202085	104-421-300-220	676.76
65191	3/13/2018	Frontier Communications	ACCT#55999214080910985	104-432-300-220	100.11
65192	3/13/2018	Frontier Communications	ACCT#55999221510101675	104-432-300-220	902.04
65193	3/13/2018	Frontier Communications	ACCT#55999286801122995	104-432-320-220	61.54
Warrant Total:					1,740.45
65194	3/13/2018	Gabriel Padama	PER DIEM4/1-6/18 TRAFFIC COLLISION INVEST.	104-421-300-270	248.00
Warrant Total:					248.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65195	3/13/2018	Gary Cramer	PER DIEM-4/29-5/2/18-RACIAL PROFL TRAIN THE TRAINER I	104-421-300-270	156.00
Warrant Total:					156.00
65196	3/13/2018	Gary V. Bufkin	CALOES GRANT #6661-0002 COMP SCHDL FY 13-14	145-410-500-541	15,000.00
Warrant Total:					15,000.00
65197	3/13/2018	Golden Rule Creations	CPD PATCHES	104-421-300-200	277.28
Warrant Total:					277.28
65198	3/13/2018	Haaker Equipment Company	FOOTAGE COUNTER-UNIT#208 VAC TRUCK	120-435-300-260	1,095.06
65198	3/13/2018	Haaker Equipment Company	FOOTAGE COUNTER-LED LAMP UNIT#208	120-435-300-260	273.73
Warrant Total:					1,368.79
65199	3/13/2018	Hanford Veterinary Hospital	K-9 VET SVC	104-421-300-217	73.53
Warrant Total:					73.53
65200	3/13/2018	Images/RadioShack Dealer	BATTERY BACK UP	120-435-300-210	184.01
Warrant Total:					184.01
65201	3/13/2018	Joseph Faulkner	PER DIEM: 2018 PW OFFICERS INST.---3/27-3/30/18	104-431-300-270	145.00
Warrant Total:					145.00
65202	3/13/2018	Juan Mata	PER DIEM/HAAKER OPEN HOUSE/3/13-14/18	120-435-300-270	41.00
Warrant Total:					41.00
65203	3/13/2018	Kings County Clerk	FULL RECONVEYANCE & IMAGE ACCESSED ONLINE.	301-430-300-200	3.00
Warrant Total:					3.00
65204	3/13/2018	Kings Waste & Recycling	GREEN WASTE: 119.2 UNIT/TONS	112-436-300-192	4,977.00
65204	3/13/2018	Kings Waste & Recycling	BLUE CANS: 69.04 UNIT/TONS	112-436-300-192	825.15
65204	3/13/2018	Kings Waste & Recycling	MISC COMM: 11.98 UNIT/TONS	112-436-300-192	545.50
Warrant Total:					6,347.65
65205	3/13/2018	LexisNexis Risk Data Management, Inc.	BACKGROUND SVC FOR FEB 2018	104-421-300-200	50.00
Warrant Total:					50.00
65206	3/13/2018	Matt Chavez	PER DIEM: HAAKER OPEN HOUSE 2018	120-435-300-270	41.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
Warrant Total:					41.00
65207	3/13/2018	Mendes Plumbing	PLUMBING REPAIRS: 2410 BELL CITY PROPERTY. REPLACE	301-430-300-200	835.24
Warrant Total:					835.24
65208	3/13/2018	Millennium Funding	TEMP WRKR: M CASTRO & A. GRAVANCE	109-434-300-200	1,409.27
Warrant Total:					1,409.27
65209	3/13/2018	Millers Rentaland, Inc	PARTS : BALANCE OF INVOICE	109-434-300-180	45.20
Warrant Total:					45.20
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-432-300-210	72.30
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-405-300-150	9.15
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	104.78
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	11.90
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	23.15
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	67.00
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	3.67
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	64.93
65210	3/13/2018	Office Depot	OFFICE SUPPLIES	104-421-300-150	85.50
Warrant Total:					442.38
65211	3/13/2018	PG&E	ACCT#5304135173-4	111-601-300-240	93.62
65212	3/13/2018	PG&E	ACCT#5304135173-4	111-603-300-240	9.00
65213	3/13/2018	PG&E	ACCT#5304135173-4	111-604-300-240	117.35
65214	3/13/2018	PG&E	ACCT#5304135173-4	104-412-300-240	13.55
65215	3/13/2018	PG&E	ACCT#5304135173-4	109-434-300-240	5,564.69
65216	3/13/2018	PG&E	ACCT#8465964727-9	301-430-300-316	9.86
65217	3/13/2018	PG&E	ACCT#9417235641-5	301-430-300-316	9.86
Warrant Total:					5,817.93
65218	3/13/2018	Pitney Bowes Inc	FOLDING MACHINE @ CITY HALL	104-432-300-180	420.81
65218	3/13/2018	Pitney Bowes Inc	POSTAGE MACHINE @ CITY HALL	104-432-300-180	461.20
Warrant Total:					882.01
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87
65219	3/13/2018	Pizza Factory	INMATE MEALS	104-421-300-148	4.87
Warrant Total:					34.09
65220	3/13/2018	Plain Insane Graphics	PD UNIT DECALS UNIT#220	104-421-300-260	1,030.40
Warrant Total:					1,030.40
65221	3/13/2018	Price, Paige & Company	AUDIT PRELIMINARY WORK	104-405-300-200	6,165.00
65221	3/13/2018	Price, Paige & Company	CONSULTING SVCS	104-405-300-200	8,625.00
Warrant Total:					14,790.00
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	145-410-300-200	53.78
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	136-415-300-200	35.88
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	199.93
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	25.32
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	17.82
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	36.45
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	14.50
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	120-435-300-200	53.78
65222	3/13/2018	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	105-437-300-200	58.04
Warrant Total:					495.50
65223	3/13/2018	RCP, Inc. Recorders, Charts, & Pens	PARTLOW RED PENS-GRAPH PENS	120-435-300-210	126.24
Warrant Total:					126.24
65224	3/13/2018	Reuben Shortnancy	PER DIEM/CPCA TRAINING SYMP 3/18-21/18	104-421-300-270	202.00
Warrant Total:					202.00
65225	3/13/2018	Sandra Pineda	MILEAGE REIMB. /WAGE & HOUR LAW FOR CA EMPL 3/7/18	104-405-300-270	24.67
Warrant Total:					24.67
65226	3/13/2018	Sawtelle & Rosprim Industrial	PARK SUPL	104-412-300-210	28.19
Warrant Total:					28.19
65227	3/13/2018	Shell Fleet Plus	FUEL -FEB 2018 STATEMENT	104-406-300-250	267.14
65227	3/13/2018	Shell Fleet Plus	FUEL -FEB 2018 STATEMENT	145-410-300-250	1,795.10

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65227	3/13/2018	Shell Fleet Plus	FUEL -FEB 2018 STATEMENT	104-412-300-250	651.65
65227	3/13/2018	Shell Fleet Plus	FUEL -FEB 2018 STATEMENT	104-421-300-250	3,387.54
65227	3/13/2018	Shell Fleet Plus	FUEL -FEB 2018 STATEMENT	120-435-300-250	478.85
65227	3/13/2018	Shell Fleet Plus	FUEL -FEB 2018 STATEMENT	105-437-300-250	1,640.45
Warrant Total:					8,220.73
65228	3/13/2018	Sun Badge Co	DEPUTY CHIEF BADGE	104-421-300-210	108.15
Warrant Total:					108.15
65233	3/13/2018	The Gas Company	ACCT#11484795064	104-411-300-242	2,891.88
65234	3/13/2018	The Gas Company	ACCT#17151733304	301-430-300-316	51.68
65229	3/13/2018	The Gas Company	ACCT#05463252576	104-432-300-242	240.01
65230	3/13/2018	The Gas Company	ACCT#011971525008	104-432-300-242	213.58
65231	3/13/2018	The Gas Company	ACCT#06301527005	120-435-300-242	700.05
65232	3/13/2018	The Gas Company	ACCT#12602978451	104-432-300-242	44.63
Warrant Total:					4,141.83
65235	3/13/2018	Tires 4 Less	TIRE REPAIR BUS#216	145-410-300-260	15.00
Warrant Total:					15.00
65236	3/13/2018	Trent Augustus	TRAFFIC COLLISION INVEST. 4/1-6/18	104-421-300-270	248.00
Warrant Total:					248.00
65237	3/13/2018	Tulare-Kings Veterinary ER Svc	VET SVCS /ANIMAL CONTROL	104-421-300-203	125.00
Warrant Total:					125.00
65238	3/13/2018	Tule Trash Company	MONTHLY BIN RENTAL FEE FEB 2018: LOCATION-WHITLEY	112-436-300-200	130.00
65238	3/13/2018	Tule Trash Company	DUMP FEE TICKET#481965 PRISON#2	112-436-300-192	113.25
65238	3/13/2018	Tule Trash Company	PULL FEE PRISON#2	112-436-300-200	245.00
65238	3/13/2018	Tule Trash Company	DUMP TICKET#482028 PRISON#2	112-436-300-192	297.75
65238	3/13/2018	Tule Trash Company	PULL FEE PRISON#2	112-436-300-200	245.00
65238	3/13/2018	Tule Trash Company	DUMP TICKET#484192 PRISON#2	112-436-300-192	245.25
65238	3/13/2018	Tule Trash Company	PULL FEE PRISON#2	112-436-300-200	245.00
65238	3/13/2018	Tule Trash Company	DUMP TICKET#480672 PRISON#1	112-436-300-192	272.25
65238	3/13/2018	Tule Trash Company	PULL FEE PRISON#1	112-436-300-200	245.00
65238	3/13/2018	Tule Trash Company	BALANCE FROM INV#102660 CARRIED OVER.	112-436-300-200	67.37
Warrant Total:					2,105.87

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
65239	3/13/2018	US Bank Equipment Finance	PUBLIC WORKS COPIER LEASE	109-434-300-180	226.66
				Warrant Total:	226.66
65240	3/13/2018	Verizon Wireless	CELL SVC JAN 16- FEB 15 2018 ACCT#672038320-0001	104-421-300-221	1,151.76
				Warrant Total:	1,151.76
65241	3/13/2018	Zoom Imaging Solutions Inc	TONER WASTE CONTAINER	104-421-300-180	8.09
				Warrant Total:	8.09

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 191

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: March 8, 2018

MEETING DATE: March 13, 2018

SUBJECT: Consider Resolution No. 2924 and authorize the City Manager to enter into an agreement with Hinderliter, de Llamas & Associates (HdL) to examine Measure A tax records.

RECOMMENDATION

Approve Resolution No. 2924 and authorize the City Manager to enter into an agreement with Hinderliter, de Llamas & Associates (HdL) to examine the sales, use, and transaction tax records associated with Measure A.

DISCUSSION

Since 1996, the City has partnered with HdL to track sales tax revenues remitted to the City of Corcoran. As part of their efforts, HdL has recovered over \$1.3 million in sales tax that was not properly allocated to the City.

With the passage of Measure A in 2017, it is in the City’s best interest to extend HdL’s review of the new transaction and use tax approved by the voters. The attached resolution allows HdL to examine the sales, use and transactions tax records generated by the California Department of Tax and Fee Administration.

BUDGET IMPACT

The contract outlines a \$100 per month fee paid to HdL for the services provided. The fee will be paid out of Measure A revenues.

ATTACHMENTS

- Annual Sales Tax Recovery Graph
- Resolution No. 2924
- Agreement with HdL

RESOLUTION NO. 2924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS

WHEREAS, pursuant to Ordinance 631, the City of Corcoran entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes generated through Measure A; and

WHEREAS, the City Council of the City of Corcoran deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORCORAN HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager and/or Finance Director, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Corcoran with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

Section 2. That the City Manager and/or Finance Director, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting

- (c) Community and economic development
- (d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

PASSED AND ADOPTED at a meeting of the City Council of the City of Corcoran duly called and held on the 13th day of March 2018, by the following vote of the members thereof:

AYES:
NOES:
ABSENT:

APPROVED: _____
Raymond Lerma, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

I, _____, City Clerk of the City of Corcoran, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced approved and adopted by the City Council of the City of Corcoran, at a regular meeting of said Council held on the ____ day of _____ 2018, by the following roll call vote:

AYES:
NOES:
ABSENT.

(s) _____
City Clerk

AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2018 by and between the CITY OF CORCORAN, hereinafter referred to as "CITY" and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as "CONTRACTOR".

I. RECITALS

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "A" transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services:

A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "A" CITY boundaries, and therefore subject to transactions tax.
 - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
 - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "A" Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify

whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

III. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

IV. CONSIDERATION

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit

fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.

- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

VI. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY'S name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

VII. LICENSE, PERMITS, FEES AND ASSESMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by

this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VIII. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances

or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

X. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The City of Corcoran shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

XI. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XII. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XIII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

XIV. INDEMNIFICATION

To the further extent allowed by law, including California Civil Code Section 2782.8, CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CONTRACTOR'S willful or negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall defend CITY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

CITY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY'S negligent acts, errors or omissions including misuse or improper disclosure of confidential information contained in reports submitted by contractor under this Agreement. CITY agrees to and shall defend CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions and/or misuse or improper disclosure of confidential information.

XV. NOTICE

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt,

provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 1340 Valley Vista Drive, Suite 200, Diamond Bar, CA 91765; and notices to CITY shall be sent to CITY OF CORCORAN, 832 Whitley Avenue, Corcoran, CA 93212.

XVI. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XVII. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF CORCORAN

City Manager

**CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation**

Andrew Nickerson, President

**APPROVED AS TO FORM:
CITY COUNSEL:**

SAMPLE

SAMPLE

EXHIBIT A

Transactions Tax Audit

Work Authorization No. _____

The following business or businesses, located in the City of Corcoran, have been identified as having the potential for generating additional tax revenues to the City of Corcoran. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY: CITY OF CORCORAN

By: _____

Date: _____

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: _____

Date _____

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

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: March 8, 2018 **MEETING DATE:** March 13, 2018

SUBJECT: Authorize City support of the Coalition to Protect Local Transportation Improvements and oppose efforts to repeal SB 1. Authorize Council Members to individually support the Coalition to Protect Local Transportation Improvements.

RECOMMENDATION

Authorize City support of the Coalition to Protect Local Transportation Improvements and oppose efforts to repeal SB 1. Authorize Council Members to individually support the Coalition to Protect Local Transportation Improvements.

DISCUSSION

At the March 2017 Council meeting, the City Council approved a letter of support for SB 1 (The Road Repair and Accountability Act of 2017). SB 1 was subsequently approved by the California Legislature and the Governor in April 2017.

SB 1 provides transportation funding that will benefit the City with monies for street maintenance and repairs. Additionally, the City will have greater access to transit operation funds, Active Transportation Program grants (formerly Safe Routes to School), and local planning grants.

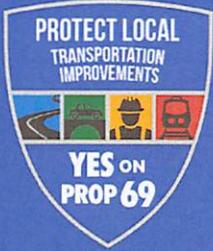
The Coalition to Protect Local Transportation Improvements is a broad based alliance of cities, counties, and other entities who support a June 2018 ballot measure to prevent the reallocation of SB 1 funds and who likewise oppose a November ballot initiative to repeal SB 1.

BUDGET IMPACT

The loss of potential SB 1 funds will force the City to utilize other limited funds for street maintenance and thus delay needed repairs in the community.

ATTACHMENTS

Coalition to Protect Local Transportation Improvements support forms.



YES!

I Support Safer Roads and Protecting Local Transportation Improvements

Please check the box:

I/we **SUPPORT PROP 69**, a June 2018 ballot measure to prevent the state Legislature from diverting transportation funds for other purposes or redirecting funds for non-transportation projects. You may list me/my organization in formal **SUPPORT** of this constitutional amendment in your coalition materials.

Please select a category:

Organization

Individual

Elected

Please complete the following information:

Organization/Company (if applicable)

Date

Authorized Signature

Name

Title

Street Address

City

State

Zip

Phone

FAX

E-Mail Address (if public official, please include personal e-mail)

Please complete this form and return it to: **Coalition to Protect Local Transportation Improvements**

If faxing: (916) 442-3510

If e-mailing: Kyle Griffith | kgriffith@bcfpublicaffairs.com

For more information, please call (916) 443-0872

Paid for by the Coalition to Protect Local Transportation Improvements, sponsored by business, labor, local governments, transportation advocates and taxpayers
Committee Major Funding from
California Alliance for Jobs
Funding details at www.fppc.ca.gov



YES!

I Support Safer Roads and Protecting Local Transportation Improvements

Please check one or both boxes:

I/we **SUPPORT Prop 69**, a June 2018 ballot measure to prevent the state Legislature from diverting transportation funds for other purposes or redirecting funds for non-transportation projects. You may list me/my organization in formal **SUPPORT** of this constitutional amendment in your coalition materials.

I/we **OPPOSE** the November ballot measure that would repeal the "Road Repair and Accountability Act" (SB 1) and rob our communities of vital road safety and transportation improvement funds. You may list me/my organization in formal **OPPOSITION** to the repeal effort in your coalition materials.

Please select a category:

Organization

Individual

Please complete the following information:

Organization/Company (if applicable)

Date

Authorized Signature

Name

Title

Street Address

City

State

Zip

Phone

FAX

E-Mail Address (if public official, please include personal e-mail)

Please complete this form and return it to: **Coalition to Protect Local Transportation Improvements**

If faxing: (916) 442-3510

If e-mailing: Kyle Griffith | kgriffith@bcfpublicaffairs.com

For more information, please call (916) 443-0872

Paid for by the Coalition to Protect Local Transportation Improvements, sponsored by business, labor, local governments, transportation advocates and taxpayers
Committee Major Funding from
California Alliance for Jobs
Funding details at www.fppc.ca.gov

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**PRESENTATIONS
ITEM # 4-A**

MEMORANDUM

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: March 8, 2018

MEETING DATE: March 13, 2018

SUBJECT: Presentation and study session by the Kings County Fire Department

DISCUSSION

The City of Corcoran contracts with Kings County for fire services and currently enjoys a mutually beneficial partnership for fire protection coverage. The presentation/study session is an opportunity for the Kings County Fire Department to highlight the following:

- Levels of service/coverage
- Call volume and type
- Contract history
- Costs of service

BUDGET IMPACT

N/A

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

MEMORANDUM

TO: City Council

FROM: Joseph Faulkner, Public Works Director

DATE: March 5, 2018

MEETING DATE: March 13, 2018

SUBJECT: 2017/2018 CIP Street Maintenance Projects

Recommendation:

Authorize staff to solicit bids for the 2017/2018 Dairy Avenue Seal Project and the 4th Avenue Micro-Surfacing Project.

Discussion:

In 2017, the Public Works Department completed its first Pavement Management System (PMS). A PMS is a detailed analysis and report of the condition of existing roads within a municipality, and consists of recommended maintenance methodologies to improve and extend the life span of any given road segment. The document is intended to be used by staff when determining how to allocate capital investment funds in the near-term, as well as the future. This report gives staff a valuable tool that can help make decision making easier and efficient.

Staff has reviewed the PMS and recommends the following projects:

1. Micro-surfacing and chip seal treatment for 4th Avenue from Quebec Avenue to Plymouth Avenue.
 - A micro-surfacing is a polymer modified asphalt surfacing that is pressed into the cracks of the surface. Currently, 4th Avenue needs to be reconstructed and the cost for the reconstruction is cost prohibitive. Although not a replacement for reconstruction, a micro-surfacing treatment with a chip seal would be a feasible cost-effective alternative to provide a better driving surface and an interim treatment until the street can be reconstructed.
2. Type II slurry seal treatment for Dairy Avenue from Orange Avenue to Whitley Avenue.
 - Type II slurry uses 1/4" aggregate and is commonly used to seal, correct moderate to severe raveling, and oxidation damage, as well as improving skid resistance. Signage and striping will also be reviewed and updated to the current California Manual of Uniform Traffic Control Devices requirements.

Budget Impact:

The Capital Improvement Expenditures from Gas Tax and SB1.

City of

CORCORAN

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

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg, Community Development Director

DATE: 3/5/2018

MEETING DATE: 3/13/2018

SUBJECT: Community Development Department 2017 Annual Report

DISCUSSION:

The Community Development Department annual report for year 2017 is attached for your information and review.



Community Development City Council

Calendar Year end Report:

January to December, 2017

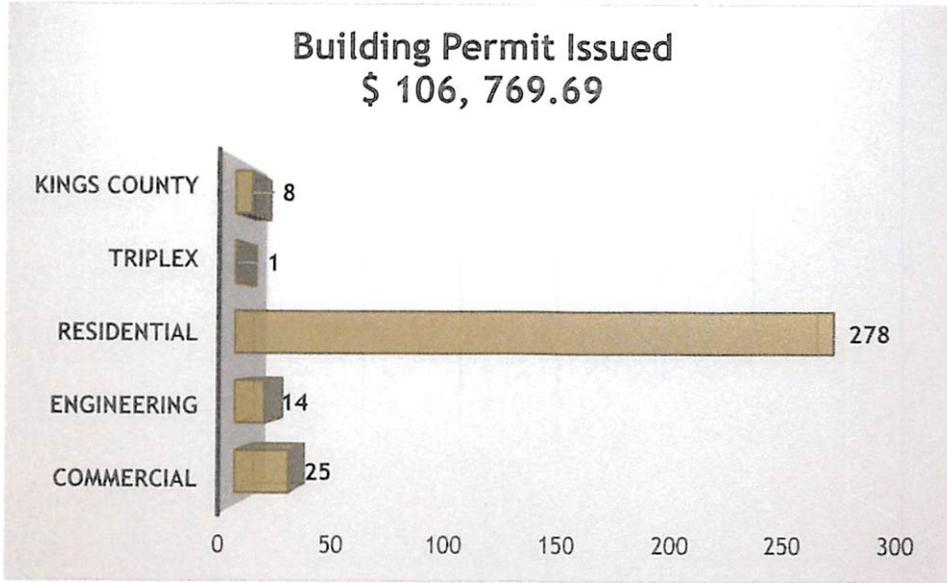
The Community Development Department encourages and regulates development projects within the city. It is organized to fulfill functions related to development projects from initial concept, through planning, zoning, building plan check, inspections and occupancy, and code enforcement of all municipal and State codes of regulations. Community Development also is responsible for fast, efficient and reliable transit that serves this community. Community Development focused on three main areas during the last fiscal year. Growth, service to the community and budgetary adjustments. Year 2017 was a year of low to moderate growth. Without an active sub-division, residential building was limited to infill lots. However, the winds of change are breezing through Corcoran regarding both residential and commercial projects and we anticipate many changes and a better tomorrow. We have persistently concentrated attention on improving our services while staying within the approved budget by involving all members of the department and thinking out of the box. The Community Development Department is made up of five divisions.

1. Building and Safety
2. Code Enforcement and Neighborhood Preservation
3. Planning
4. Housing
5. Transit

The Community Development Director oversees all divisions and serves as the Building Official and City Planner. Ma. Josephine Lindsey serves as the Administrative Assistant for the department as well as Deputy City Clerk and Jim Cutler is the City Building Inspector. Valerie Bega serves as the Transit Coordinator and oversees the day to day operations of our Transit division which employs five drivers and one dispatcher. Although our staff is small, I have every confidence in our ability to serve this community and help move Corcoran towards a great future.

Building and Safety Division

New Single Family Dwellings (SFD) were slow in 2017. However, 2018 and beyond look promising with an approved Tentative Subdivision Map (TSDM) and the extension of an existing map. 2017 Building Permits totaled 326. Every category except SFD and carports saw an increase in permits. Please see attached summary of building permit issued)



Single Family Dwelling
on Bell Avenue



Residential building
inspection

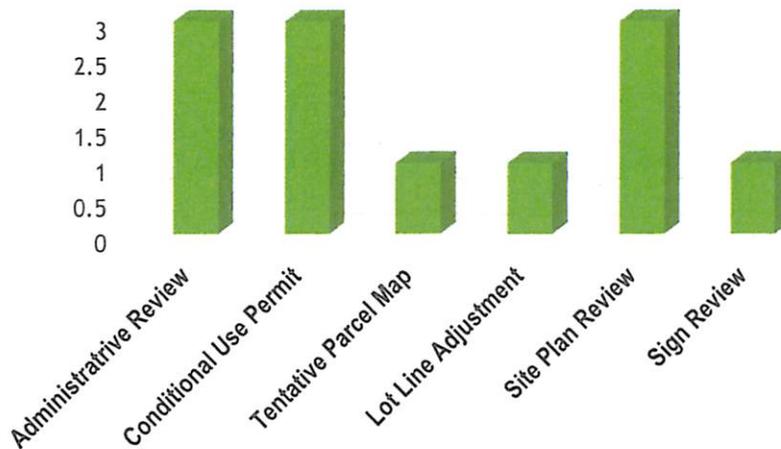


Inspection of commercial building (Mc Donald's)

Planning Division

The Planning Division moved steadily forward and has been actively working with Economic Development to bring additional sub-divisions for housing as well as business and industrial interest. We are working with two Central Valley local developers regarding sub-divisions, and are seeking national developers for available properties. Administrative Approvals, Conditional Use permits, Site Plan Review, all experienced a moderate increase and staff has been working on reviewing the approved zoning code for changes that are required and supplementing the code with newly approved ordinances. Community Development Staff in conjunction with our City Attorney presented an ordinance that allows the city to monitor the personal use of cannabis through a registering process.

Planning Division 2017



Administrative Approval:

1. AA 17-01: 1806 Earl Avenue for a mobile home as a secondary unit (Approved)
2. AA 17-02: 522 Benrus Avenue for a secondary unit/living space and storage (Approved)
3. AA 17-03: 1716 Tennent Avenue for conversion of a garage into living space (Approved)

Conditional Use Permits:

1. CUP 17-01: 1017 Whitley Avenue for a restaurant with brewery and distillery (Approved)
2. Cup 17-02: 929 Whitley Avenue for tattoo shop (Approved)
3. CUP 17-03: 924 Whitley Avenue for a permit to sell liquor in a restaurant (Approved)

Tentative Parcel Maps:

1. TSM 17-01: Phase 2 of Sierra Estates (Approved)

Lot Line Adjustments:

1. LLA 17-01: 2741 Orange Avenue (Approved)

Site Plan Review:

1. SPR 17-01: 1120 Whitley Avenue for a commercial fast food (Approved)
2. SPR 17-02: 1100 Whitley Avenue for a Dollar Tree general store (Approved)
3. SPR 17-03: 2003 Whitley Ave. for a remodel and expansion of Mc Donald's Store (Approved)

Sign approval:

1. SP 17-01: 636 Dairy Avenue (Approved)

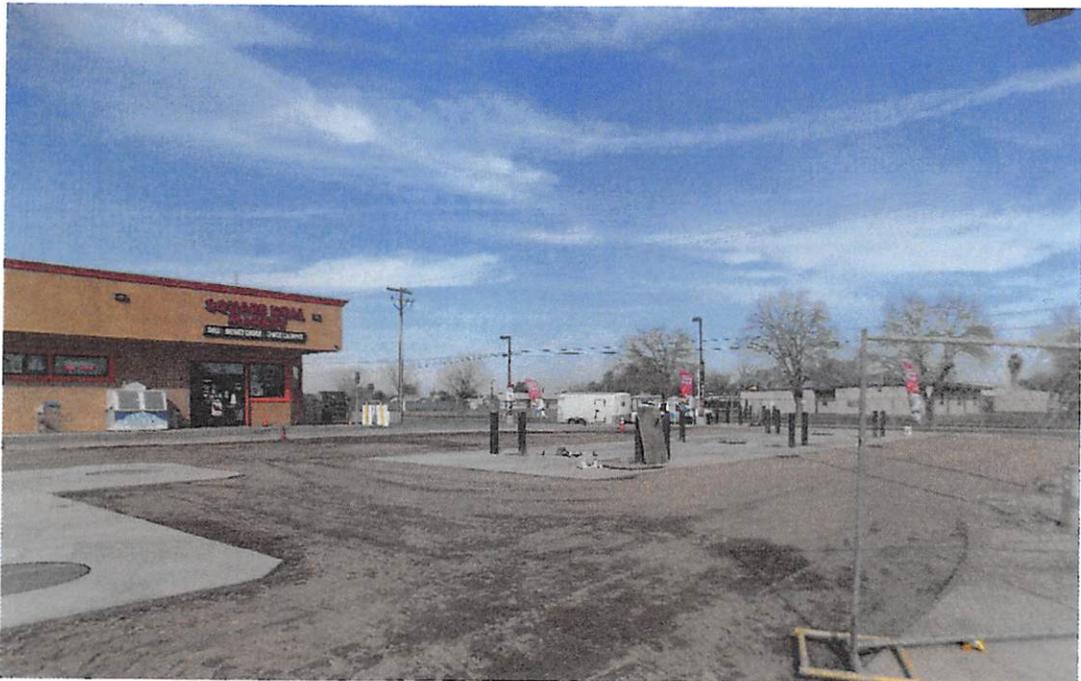


Mc Donald's remodel/expansion



Sierra Subdivision Phase 2
Northwest of Dairy

Site for Dollar Tree Store cor. Whitley and Chase Avenues



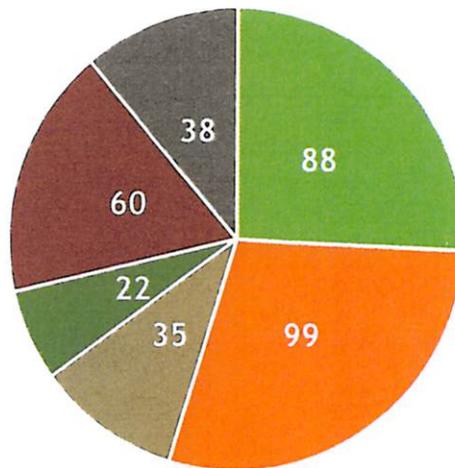
Square Deal Market and Gasoline Station
Cor. Dairy and Bell Avenues

Code Enforcement Division:

Code Enforcement (CE) continues to evolve in 2017. New State and Federal regulation regarding certification of all Code Enforcement Officers went into effect on January 1, 2018. There has been many aspects of Code Enforcement changes in the past year regarding classification of Code Enforcement Officers as well as the ever changing Health and Safety Codes as well as other State and Federal Codes. At this time, Community Development does not have a full time code enforcement officer on patrol. However, the City is currently advertising for a full time Building Inspector/Code Enforcement Officer and we hope to have the position filled as soon as possible. In the mean time we have re-organized on a staff level to try and handle the complaint flow regarding the many facets of code enforcement, however, the pro-active style of Code Enforcement, which is our preference, at this time is not available. We work on a complaint basis and the complaints are handled according to the severity of the problem. Currently we have two PC832 certified employees that manages the Vehicle Abatement Program.

Water conservation is still a serious issue in California and in Corcoran. The State has lifted their restriction and Corcoran has gone back to a three day watering plan. However, Code Enforcement and the Public Works water division still monitors water usage and waste.

Code Enforcement 2017

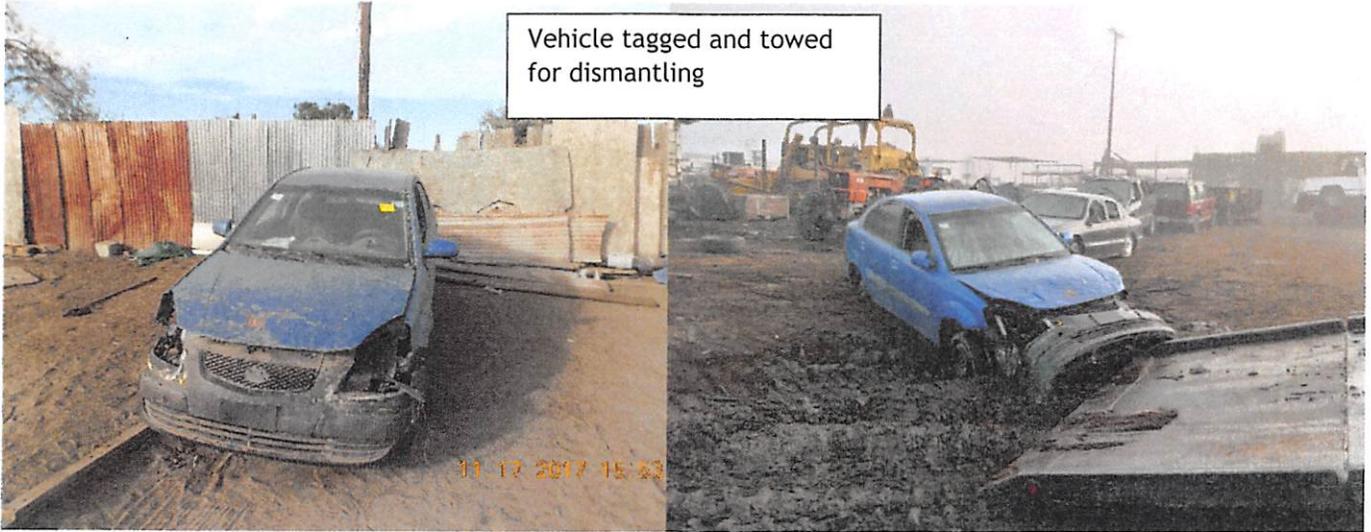


- Vehicle abatement ■ Zoning violations ■ Water use violation
- Property maintenance ■ Weed abatement ■ Sub-standard building

1. Vehicle Abatement: CE has tagged 88 vehicles.
2. Zoning Code violations: CE has issued 99 zoning code violation notices (47 parking on the lawn)
3. Water conservation: CE has issued 35 Warnings and 5 Citations.
4. Property Maintenance: CE has sent out 10 Notice and Orders regarding property maintenance.
5. Weed Abatement: CE issued 60 Notice and Orders regarding weed abatement with (51) Removed By Owner (RBO)
6. Sub-Standard Buildings: CE and BD issued 6 Notice and Orders regarding substandard buildings

In November of 2017, the City Council passed an Ordinance requiring all Sub-standard properties and boarded up properties to rehab or demo the structures within 3 months. This is proving to be very effective in eliminating these blighted properties.

Vehicle tagged and towed for dismantling



Posted sub-standard building under rehabilitation



Code enforcement/
Property maintenance



Housing Division

The Housing Division continues to reconstruct the procedures of handling City loans. This is a long and arduous task. The Housing Division with the help of the Finance Department has been working to bring all of the CDBG, Home and CalHome loans up to date. Many of our loans have been delinquent or other issues that have put the loan agreement in violation. We have been scheduling interviews with the recipients of the loans and working out solutions to help assist them in the re-payment of the loans.

The Community Development Block Grant (CDBG) is a federally funded program awarded by the Department of Housing and Urban Development (HUD). Funds are dispersed annually to eligible communities throughout the country to pursue a wide array of community development activities such as housing rehab and First Time Homebuyers programs (FTHB). The funds can also be used for public improvements, economic development and certain public facilities and equipment all aimed at assisting low-to moderate-income persons. The City partners with Self Help Enterprises to administer the program with oversight by the Housing Finance Committee.

Currently the City monitors 159 Active loans and 204 deferred loans, and we reconveyed 14 loans in 2017.

The current amount of deferred loans is \$9,780,255.46

The current amount of active loans is \$5, 623,353.21



2019 Josephine Avenue
Housing Rehabilitation Program



Transit Division

2017 was the first full year that Corcoran Area Transit (CAT) was a division of Community Development. Transit has undergone a few changes and many more will come to fruition in 2018 and 2019. During the past few months, staff has been working on a transit program that will allow a more dependable, cost efficient method of operations. The program will monitor everything from employee payable hours to maintenance of the buses, it will cover fuel cost and mileage of each bus. This will allow management to run reports to help analyze the day to day operations to provide better service to the community. Transit grant funds will also build a new bus shelter in the Public Works yard as well as re-pave the complete yard. We will be adding new high tech cameras on all the buses and around the transit station. The new program will include computerized system in each bus which will provide a faster, more reliable documentation of the daily operations. Transit staff had several barriers to surmount during the year. However, providing safe, reliable, cost efficient service to the community is paramount and transit staff continued to provide excellent service no matter what the obstacle. We are continuously looking for improved ways to service the community and their transportation needs.

Attached is the Ridership data for each bus during the 2017 year. The data columns are as follows:

1. Month
2. Passengers
3. Revenue miles
4. Revenue hours



Valerie Bega, Transit Coordinator and Sarah Torres, Transit Dispatcher

Transit Operators: Diane Arnold, Lisa Jones, Norma Lopez and Gracie Medina



City of Corcoran

City of Corcoran Building Division

Permit Report for Date Range of: 1/1/2017 to 12/31/2017

Type of Construction	Permits	Fees	Valuation
<u>COMMERCIAL</u>			
COMMERCIAL DEMOLITION	1	0.50	1,000.00
TOTAL FOR : COMMERCIAL	1	0.50	1,000.00
<u>RESIDENTIAL</u>			
MECHANICAL PERMIT	1	154.78	6,000.00
SOLAR SYSTEM	1	309.69	13,000.00
TOTAL FOR : RESIDENTIAL	2	464.47	19,000.00
TOTAL FOR :	3	464.97	20,000.00
CORCORAN			
<u>COMMERCIAL</u>			
COMMERCIAL DEMOLITION	1	77.50	0.00
COMMERCIAL REPAIR	4	912.83	78,000.00
Commercial Tenant Improvement	4	1,821.21	74,000.00
ELECTRIC PERMIT	1	77.50	1,500.00
ENCROACHMENT	2	233.10	2,500.00
MECHANICAL PERMIT	2	393.40	30,000.00
STRUCTURE OTHER THAN A BLDG	1	153.40	5,000.00
OTHER NON-RESIDENTIAL BLDG	1	154.84	3,000.00
OTHER NON-RESIDENTIAL ADD/REM	1	320.35	12,000.00
NEW OFFICE	1	547.99	50,000.00
PLUMBING PERMIT	1	458.20	15,000.00
RE-ROOF	2	224.31	44,000.00
RESTAURANT ADD/REM	1	2,293.95	108,379.14
NEW SERVICE STATION	1	3,090.14	35,000.00
SOLAR COMMERCIAL	1	558.74	70,500.00
TOTAL FOR : COMMERCIAL	24	11,317.46	528,879.14
<u>ENGINEERING</u>			
COMMERCIAL DEMOLITION	1	79.24	8,000.00
ELECTRIC PERMIT	2	0.00	0.00
ENCROACHMENT	7	422.80	63,440.00
STRUCTURE OTHER THAN A BLDG	3	1,742.34	50,000.00
COMM WELL DRILLING	1	77.50	16,000.00
TOTAL FOR : ENGINEERING	14	2,321.88	137,440.00
<u>RESIDENTIAL</u>			
DUPLEX ADDITION/REMODEL	1	521.29	10,000.00
ELECTRIC PERMIT	15	1,732.88	27,400.00
ENCROACHMENT	5	576.41	13,000.00

Type of Construction	Permits	Fees	Valuation
RESIDENTIAL GARAGE NEW/ADD/REM	3	838.08	27,000.00
MECHANICAL PERMIT	39	3,248.55	146,845.00
STRUCTURE OTHER THAN A BLDG	1	77.85	6,500.00
OTHER NON-RESIDENTIAL BLDG	1	219.64	5,000.00
RESIDENTIAL PATIO NEW/ADD	29	4,177.37	143,500.00
PLUMBING PERMIT	7	619.50	8,400.00
SWIMMING POOL / SPA	1	543.55	35,000.00
RE-ROOF	66	11,354.51	475,970.00
RESIDENTIAL DEMOLITION	5	313.58	34,800.00
RESIDENTIAL REPAIR	15	7,344.54	234,884.00
SINGLE FAMILY DWELLING	14	31,368.83	1,984,613.60
SINGLE FAMILY ADDITION	3	2,146.56	62,976.40
SINGLE FAMILY REMODEL	3	2,854.07	67,000.00
SOLAR SYSTEM	66	21,931.41	1,094,104.00
REPLACING WINDOWS SFD	2	155.15	6,500.00
TOTAL FOR : RESIDENTIAL	276	90,023.77	4,383,493.00
<u>TRIPLEX</u>			
RESIDENTIAL REPAIR	1	563.68	13,000.00
TOTAL FOR : TRIPLEX	1	563.68	13,000.00
TOTAL FOR : CORCORAN	315	104,226.79	5,062,812.14
KINGS COUNTY			
<u>RESIDENTIAL</u>			
ELECTRIC PERMIT	1	77.50	1,000.00
PLUMBING PERMIT	2	388.71	28,500.00
RE-ROOF	1	213.29	10,000.00
SOLAR SYSTEM	4	1,398.43	95,636.00
TOTAL FOR : RESIDENTIAL	8	2,077.93	135,136.00
TOTAL FOR : KINGS COUNTY	8	2,077.93	135,136.00
	326	106,769.69	5,217,948.14

Permit Report for Date Range of: 1/1/2017 to 12/31/2017

Permit Type	Count	Fees
BUILDING PERMITS ISSUED	238	60,428.46
SMA PERMITS ISSUED	310	751.12
ELECTRIC PERMITS ISSUED	130	12,431.34
PLUMBING PERMITS ISSUED	42	6,413.90
MECHANICAL PERMITS ISSUED	69	8,059.20
PLAN CHECKS PERMITS ISSUED	114	14,317.02
ENCROACHMENT PERMITS ISSUED	27	4,368.65
	930	106,769.69

City Dev / Impact Fees Collection Report

Permit #:	Site Address:	Work Desc:	Issue Date:	WWTF:	WSHF:	Parks:	LEFE:	GGFE:	SC:	Total:
1612-290	2211 BELL AVE	SFD: 1208 sq.ft; G 462 sq.ft; PP 1	1 /31/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-236	422 NIMITZ AVE	New SFD: LS 1,818 sq.ft; G 426 s	9 /5 /2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-242	1531 APPERSON CT	New SFD: LS-1356 sq.ft; PP-200	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-243	1527 APPERSON CT	New SFD: LS 1211 sq.ft.; PP 142	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-244	1523 APPERSON CT	New SFD: LS 1361 sq.ft.; PP 178	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-245	1519 APPERSON CT	New SFD: LF 1361 sq.ft; PP 178 s	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-246	1515 APPERSON CT	New SFD: LS 1356 sq.ft; PP 200	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-247	1511 APPERSON CT	New SFD: LS 1356 sq.ft.; PP 200	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-248	1512 APPERSON CT	New SFD: LS 1356 sq.ft.; PP 200	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-249	1518 APPERSON CT	New SFD: LS 1361 sq.ft.; PP 178	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1708-250	1514 APPERSON CT	New SFD: LS 1356 sq. ft.; PP 200	8 /29/2017	3,137.00	1,163.00	923.00	466.00	733.00	1,530.00	7,952.00
1711-326	2023 GARVEY AVE	New SFD: LS 1206 sq.ft; G 453 s	11/30/2017	0.00	0.00	923.00	466.00	733.00	0.00	2,122.00
				34,507.00	12,793.00	11,076.00	5,592.00	8,796.00	16,830.00	89,594.00

Corcoran Ridership Data

Calendar 2017

	Bus #167		
	Pass.	Rev. Miles	Rev. Hrs.
January	59	108	627.9
February	98	133	14.79
March	45	55	6.09
April	423	678	70.53
May	434	552	53.78
June	73	78	8.26
July	8	16	1.25
August	28	46	5
September	9	11	1.14
October	0	0	0
November	236	369	44.12
December	507	964	103.1
Total	1920	3010	935.96

	Bus #169		
	Pass	Rev. Miles	Rev. Hrs.
January	293	495	48.37
February	0	0	0
March	472	637	67.29
April	598	935	100.7
May	327	455	47.7
June	385	454	41.67
July	258	410	36.37
August	643	944	97.95
September	819	1197	112.4
October	824	1200	125.5
November	308	481	50.44
December	0	0	0
Total	4927	7208	728.39

	Bus #170		
	Pass.	Rev. Miles	Rev. Hrs.
January	492	864	83.11
February	531	910	92.42
March	293	496	47
April	179	277	27.55
May	781	1047	96.12
June	543	769	72.71
July	481	819	66.13
August	855	1473	128.4
September	726	1203	114.4
October	558	976	87.21
November	143	246	20.1
December	49	99	9.44
Total	5631	9179	844.59

Calendar 2017

	Bus #215		
	Pass.	Rev. Miles	Rev. Hrs.
January	584	902	97.62
February	695	951	106
March	623	858	95.72
April	635	995	102
May	765	997	96.68
June	903	1200	114.5
July	500	647	62.43
August	887	1302	126.3
September	386	591	54.17
October	822	1154	107
November	481	990	98.49
December	549	908	95.24
Total	7830	11495	1156.15

	Bus #216		
	Pass	Rev. Miles	Rev. Hrs.
January	825	1349	122.7
February	788	1189	114.5
March	976	1311	122.9
April	325	459	41.9
May	730	929	98.3
June	936	1245	112.94
July	520	754	76.17
August	568	879	77.55
September	322	517	49.57
October	206	278	25.92
November	521	967	90.4
December	725	1275	115.9
Total	7442	11152	1048.75

	Bus #238		
	Pass	Rev. Miles	Rev. Hrs.
January	380	575	62.62
February	704	867	96.23
March	899	1137	113.3
April	643	872	90.83
May	536	655	66.86
June	344	338	33.76
July	964	1306	121.6
August	462	737	72.61
September	768	1165	106.1
October	414	635	55.1
November	752	1250	114.71
December	482	837	88.43
Total	7348	10374	1022.15

Calendar 2017	TOTAL		
	Pass	Rev. Miles	Rev. Hrs.
January	2633	4293	1042.32
February	2816	4050	423.94
March	3308	4494	452.3
April	2803	4216	433.5
May	3573	4635	459.44
June	3184	4084	383.84
July	2731	3952	363.95
August	3443	5381	507.81
September	3030	4684	437.78
October	2824	4243	400.73
November	2441	4303	418.26
December	2312	4083	412.11
Total	35098	52418	5735.98

**STAFF REPORT
ITEM #: 7-C****MEMORANDUM****TO:** City Council**FROM:** Joseph Faulkner, Public Works Director**DATE:** March 5, 2018**MEETING DATE:** March 13, 2018**SUBJECT: Water Treatment Plant Upgrades****Recommendation:**

Authorize staff to contract with PAX Water Technologies for the purchase and installation of a chlorine application and monitoring system, called the PAX Residual Control System.

Background:

The City of Corcoran's water treatment plant has nine active groundwater wells which pump water into one common tank (i.e. the raw water tank). Every well has different chemical characteristics, thus a different quality of water. Two of Corcoran's wells, Wells 8B and 9B, have moderate to high levels of ammonia. When combined with free chlorine, it forms a compound called chloramine. The creation of chloramines significantly decreases the free chlorine residual. Maintaining a free chlorine residual is critical to the treatment plant's main processes, disinfection and coagulation/flocculation. The water treatment plant is currently designed to pump sodium hypochlorite from a single feed pump, and this pump cannot maintain an adequate free chlorine residual when these ammonia-containing wells are on. Then, water quality immediately drops and arsenic removal becomes very inefficient even at high ferric chloride dosages.

In 2016, the City of Corcoran hired Corona Environmental to evaluate operational and process-related challenges, such as the one described above. Corona Environmental conducted a pilot study and identified several capital and operational improvements that would upgrade plant performance, and they came to a number of recommendations.

For this specific challenge, Corona recommended the use of a proprietary chlorine application control system at the raw water tank to manage and maintain a free chlorine residual throughout the treatment system, which is called the PAX Residual Control System.

Discussion:

To solve this problem, what is needed is real-time measurement and continuous monitoring of the free chlorine residual *in the raw water tank*. This will allow a variable amount of sodium hypochlorite to be pumped into the raw water tank, rather than using pre-set parameters that pump either an amount of sodium hypochlorite that is either too low or too high. The free chlorine residual will be measured at the outlet of the raw water tank rather than the end of the water treatment process. Installing such a system would allow the City of Corcoran to finally utilize two wells that were very expensive to drill and better prepare the City for any future drought.

Staff has been in contact with one company that designs and installs such a system – PAX Water Technologies. The name of the system is the SmartBoost™ Residual Control System. It is a proprietary system that is not found anywhere else in the water industry.

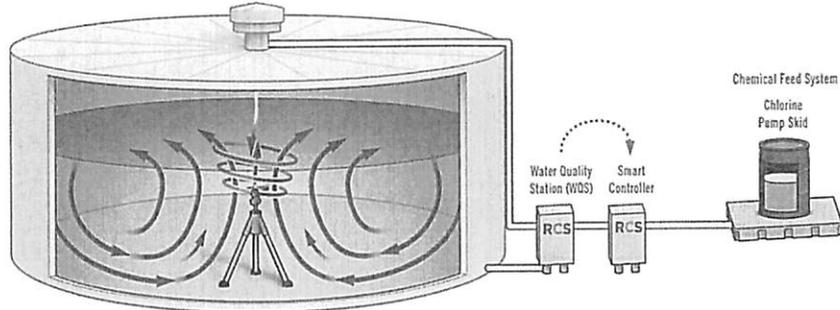
PAX's Residual Control System would help to provide a consistent water quality and greater reliability for removing arsenic in our ground water. This system would have the capability of dosing additional chlorine to the raw water tank, monitoring in real time the free chlorine residual, and mixing the raw water tank. This is crucial so that the well sites which contain ammonia – Wells 8B and 9B – can be dosed with the proper amount of sodium hypochlorite and can be utilized in the future.

Budget Impact:

The cost to design and install the Residual Control System from PAX is \$110,500. This project was budgeted in the 2017-2018 Fiscal Year Capital Expenses

FIRM PROPOSAL

**SMARTBOOST™ RCS
RESIDUAL CONTROL SYSTEM
FOR
CITY OF CORCORAN, CA
RAW WATER STORAGE TANK**



Prepared on: December 19, 2017

SALES REPRESENTATIVE:

UGSI Solutions, Inc.
Lashley Loomis
1077 Dell Avenue, Suite A
Campbell, CA 95008
T: (650) 469-2369
Email: lloomis@ugsicorp.com



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TABLE OF CONTENTS

Cover Letter	
Section 1:	Scope of Supply
Section 2:	Proposal Acceptance
Section 3:	Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

Phone: (866) 729-6493

Email: sales@paxwater.com

Web: paxwater.com



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December 19, 2017

Dylan Zable
City of Corcoran
1033 Chittenden Ave
Corcoran, CA 93212

Re: SmartBoost™ RCS System for City of Corcoran, CA

Dear Dylan,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for one (1) SmartBoost™ RCS System for Raw Water Storage Tank. Our Proposal is based on the following design criteria:

Design Criteria

Tank Volume, gal	500,000
Tank Turnover, gpd	6,500,000
Disinfectant	Free Chlorine
Influent Total Chlorine Residual, ppm Cl ₂	1.00
Target Total Chlorine Residual, ppm Cl ₂	2.20

System Features & Advantages

The SmartBoost™ System is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The SmartBoost™ System utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and an advanced control algorithm to set and maintain residual levels in water storage tanks. The SmartBoost™ System has been tested and validated through extensive laboratory testing and full-scale installations at several utilities over the last 5 years.

At the heart of the SmartBoost™ System is the PAX Water Mixer, which rapidly and completely mixes disinfectant chemicals into the entire volume of water in the tank. The PAX Water Mixer is the key element for the SmartBoost™ System to accomplish mixing, monitoring, and dosing, which allows rapid homogenization and maximizing of water quality stability and reliability in the tank.

The SmartBoost™ System enables operators to:

1. Set and maintain consistent disinfectant levels in storage tanks
2. Continuously blend disinfectant residual and eliminate thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

A detailed scope of work and firm price for a complete SmartBoost™ RCS System is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3.



We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact myself at (650) 469-2369.

Sincerely,

Lashley Loomis
Regional Sales Manager

cc: Kim Baker, PAX Water Technologies, Inc.
Robin Giguere, PAX Water Technologies, Inc.



SECTION 1

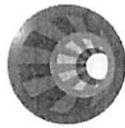
SCOPE OF SUPPLY SmartBoost™ System

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	Water Quality Station™, WQS1000 <ul style="list-style-type: none"> ▪ Power: Standard 120 VAC, 15 amp circuit breaker ▪ Water Connection: 3/8" Push-connect ▪ Sampling and Discharge Flow Rate: 10 GPH ▪ Connectivity: Ethernet connection with Smart Control Center ▪ Data Logging: Real-time DAQ on USB flash drive ▪ Measurement - Total Chlorine: Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution ▪ Measurement - Temperature: 32-212 F measuring range, 0.1 F resolution ▪ Measurement - pH: 0-14 measuring range, 0.01 resolution ▪ Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale ▪ Material - Enclosure: Equal to or greater than Type 3R rating 	2
2.	Smart Control Center, SCC1000 <ul style="list-style-type: none"> ▪ Power: Standard 120 VAC, 10 amp circuit breaker ▪ Battery Back-Up: Up to 15 minutes of battery power ▪ HMI: 6" LCD touch screen ▪ Emergency Shut-Down Pushbutton ▪ Communication: Ethernet based access to HMI software from computer or smartphone within same network ▪ Water Quality Station Communication: quick disconnect cable ▪ Chemical Dosing Controller: RS-485 port for chemical feed system communications ▪ SCADA: Modbus TCP/IP standard, analog output available if necessary ▪ Material - Enclosure: Equal to or greater than Type 3R rating 	1
3.	PWM500 Mixer Wet Assembly, including: <ul style="list-style-type: none"> ▪ Stainless steel 316 impeller ▪ Passivated to minimize corrosion ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase 1 horsepower water-cooled motor 	1
4.	PAX Control Center Dry Assembly with SCADA Compatibility, including: <p>Nema 3R Enclosure:</p> <ul style="list-style-type: none"> ▪ Lockable and weather resistant ▪ Overall weight of control center 50 lbs. ▪ Green and Red LED Indicator lights to display motor status <p>Motor Controller/VFD:</p> <ul style="list-style-type: none"> ▪ 115VAC single phase, rated to 1.0 HP ▪ Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C) ▪ Manual speed control ▪ Thermal shut-off protection built-in 	1



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- Current overload protection built-in
 - 300mA trip level GFCI
- SCADA outputs included:**
- Digital Output signal indicating motor running
 - Digital Output signal indicating fault
 - Digital Input/Output signal for remote motor on/off
 - RS-485 or Dry Contact connections
5. **Cable 130 ft., including:** 1
- Flat-jacketed 4 conductor
 - Molded 3 wire pump plug
6. **Tripod Assembly, PWM500, including:** 1
- Stainless steel 316 legs
 - Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor
 - Stainless steel knobs for tool-less installation
7. **Long Bail Handle & Chain** 1
- Stainless steel 316 handle to deploy mixer in full tanks
8. **Tank Penetration Accessories** 1
- Stainless steel strain relief and sealing gland for flat-jacketed cable
9. **Mixer Equipment Install** Included
- PAX Control Center:**
- Panel will be outside at base of each tank within 10 ft. of ladder
 - Support will be Unistrut frame secured into ground unless concrete pad is already available
 - Electrical Service for power will be brought to panel by Utility (20-amp non-GFI circuit)
 - Conduit will be run from panel to top hatch at top of tank and penetrated for mixer cable
 - Mixer wire will be pulled through conduit
- PAX PWM500 Mixer:**
- Mixer will be set on bottom of tank off center at hatch location
 - Mixer will be mounted on tripod and lowered by handle and chain to rest on floor
10. **Manufacturer's Field Services (1 Day(s) at the Jobsite), including:** Included
- Installation Inspection
 - System Start-Up
 - Operator Training
11. **Design Submittal and Operation & Maintenance Manual as Follows** Included
- Submittal: Sent Electronically
 - O&M Manual: Qty. One (1) Hard Copy
Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.



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12. FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, City of Corcoran, CA Included

FIRM PRICE [ITEMS 1 – 12]

[US]\$110,500

B. SCOPE OF WORK BY OTHERS

1. Smart Control Center and Water Quality Station equipment unloading and installation.
2. 12.5% Sodium Hypochlorite supply.
3. Chlorine chemical feed system.
4. Integration with the existing chlorine chemical feed system.
5. Water sampling piping to Water Quality Station:10 gph.
6. All interconnecting piping, including between chemical feed system, chemical storage tank, and chemical lines to the pipe.
7. Secondary containment of all equipment, piping and chemical storage tanks.
8. All civil works and concrete pad for equipment.
9. Any underground or structural work.
10. Anchor bolts and seismic restraints.
11. Heat tracing and insulation of all interconnecting equipment.
12. Room ventilation, air conditioning or lighting.
13. Record drawing.
14. Any video recording.
15. Tank cleaning or repair.
16. Trenching exceeding 25'.
17. Structural calculations.
18. Electrical power to control panel.
19. Any tank recoating services, labor, or parts.
20. Any tank hatch penetrations or modifications.
21. Any SCADA integration.
22. All taxes, fees, lien waivers, bonds and licenses.
23. Any permitting or regulatory approvals.
24. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. At customer's discretion, mixers may be placed in center of tank if tank is available to be drained for install.
2. Future equipment install may require relocation of the mixer control panel or additional conduit and Ethernet cable run to connect the mixer to the Smart Control Center for communication. This cost is not included in the scope. This would be the responsibility of the future installing contractor.
3. Mixer motor is 230VAC three-phase. Incoming power for the PAX Control Center can be 120VAC single phase. VFD in the PAX Control Center acts as a transformer.
4. The water sample after passing the Water Quality Station (10 gph) is assumed to be drained to a nearby drain.



5. The performance of the SmartBoost™ RCS design reported in this document is dependent on compliance with the O&M Manual and with the design criteria specified herein and may vary significantly under different operating conditions and/or scenarios.
6. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
7. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
8. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

E. DELIVERY

- Submittals: 2 – 4 weeks after receipt of mutually agreed order
- Equipment Shipment: 4 – 6 weeks after approval of submittals

F. WARRANTY

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal.



SECTION 2

PROPOSAL ACCEPTANCE

- 1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:
PAX Water Technologies, Inc.
860 Harbour Way South, Suite C
Richmond, CA, 94804
Attn: Orders
Phone: (510) 550-7100
E-mail: orders@paxwater.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Buyer's Name (printed)

Buyer's Authorized Signature

Date



SECTION 3

TERMS AND CONDITIONS

SECTION 3

TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.



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6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.



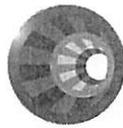
The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM 100/150 (including Standpipe)	36 months
PWM 200 V1 (including Solar) and V2	24 months
PWM 400 V1 (including Solar)	
PWM 500 V1 and V2	
PWM 600 V1 and V2	
PWM 400 V2	60 months
Power Vents (All Models)	12 months
All other Products	12 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by



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Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

City of

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: March 7, 2018

MEETING DATE: March 13, 2018

SUBJECT: Provide direction on the proposed Measure A projects for the 2018-2019 fiscal year.

Recommendation:

Provide direction on the proposed Measure A projects for the 2018-2019 fiscal year.

Discussion:

On December 12, 2017 the City Council approved Resolution No. 2912 adopting an expenditure plan for Measure A funds. As part of the expenditure plan, the City Council allocated 15% of Measure A revenues to be used towards projects. Based on preliminary projections, approximately \$150,000 to \$180,000 will be available for designated projects during the 2018-2019 fiscal year.

At the same meeting in December, the City Council identified a list of possible projects. Staff is requesting further direction on projects in order to prepare the draft budget and capital improvement project

Budget Impact:

Projects identified for the upcoming fiscal year will be funded out of Measure A revenues.

Attachments:

None.

City Offices

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager
Soledad Ruiz-Nunez, Finance Director

DATE: March 9, 2018 **MEETING DATE:** March 13, 2018

SUBJECT: General Fund Reserve Policy.

Recommendation:

Staff will draft a General Fund Reserve Policy with the guidance from Council.

Discussion:

City Council requested staff to draft a General Fund Reserve Policy. After reviewing reserve policies from other agencies and recommendations from Finance organizations, staff would like to present City Council with reserve policy options.

Attachments:

N/A

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MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8-A

MEMORANDUM

MEETING DATE: March 13, 2018
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- March 27, 2018 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- April 10, 2018 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- April 24, 2018 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

A. Information Items

1.

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

1. Staff Referral Items

C. Committee Reports

D. Council Goals:

City Offices

