

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

*Tuesday, April 14, 2020  
5:30 P.M*

**\*\*\*\*\* NOTICE \*\*\*\*\***

**IN RESPONSE TO THE ORDERS  
ISSUED BY THE GOVERNOR OF THE STATE OF CALIFORNIA  
AND THE INREASING NUMBER OF COVID-19 CASES IN THE STATE  
THE CORCORAN CITY COUNCIL MEETING  
WILL BE HELD VIA A CONFERENCE CALL**

**TO ACCESS THE MEETING, PLEASE USE THE FOLLOWING:**

**Dial-in Number: 1-712-775-7031**

**Access Code: 962-899 #**

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

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

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

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

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

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

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**ROLL CALL**

Mayor:	Sidonio "Sid" Palmerin
Vice Mayor:	Patricia Nolen
Council Member:	Greg Ojeda
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 March 10, 2020.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Award contract to A&M Engineering for the Caltrans Systemic Analysis Report Program (SSARP).
- 2-D. Consider awarding the contract to A&M Engineering for on-call engineering services for state and federally funded projects.
- 2-E. Approve and ratify letter from City Council to the community regarding shelter in place requirements during the COVID-19 outbreak.

- 2-F. Approve Resolution No. 3021 designating the Finance Director, City Manager and City Clerk as the Authorized Agents to Submit Applications and to Execute Agreements for Disaster Relief and Emergency Assistance.

3. **APPROPRIATIONS** (VV)

Approval of Warrant Register dated April 14, 2020. (Ruiz-Nuñez) (VV)

4. **PRESENTATIONS**

- 4-A. Review third quarter of Fiscal Year 2020 (July 1, 2019 to June 30, 2020) revenue and expenses. (Ruiz-Nuñez)

5. **PUBLIC HEARINGS**

- 5-A. Second Public Hearing to obtain comments regarding Unmet Transit Needs. Approve Resolution No. 3020 finding no unmet transit needs. (Tromborg) (VV)

- A. Open Public hearing
- B. Staff Report
- C. Accept written testimony
- D. Accept oral testimony
- E. Close hearing
- F. Council discussion
- G. By motion, approve/approve with changes/deny recommendation

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Approve Resolution No. 3019 adopting the City of Corcoran 2019-2020 SBI project list. (Faulkner) (VV)
- 7-B. Approve Planning Commissions Resolution 2020-10 regarding Initial Study Negative Declaration 20-01 (ISND) (Tromborg) (VV)
- 7-C. Approve Measure A Projects for the 2019-2020 fiscal year. (Meik) (VV)
- 7-D. Approve sale of abandoned section of Brokaw Avenue (APN 030-153-009) to Adventist Health Reedley and authorize the City Manager to sign purchase and sale agreement. (Meik) (VV)
- 7-E. Appointment to Kings Community Action Organization. (Meik) (VV)

7-F. Authorize the purchase for two (2) 2020 Chevrolet service trucks for the Public Works Department. *(Faulkner) (VV)*

7-G. Authorize purchase and installation of updated phone system for City Hall, Public Works Corporation Yard, Transit Depot, Water Treatment Plant, and Wastewater Treatment Plant. *(Meik) (VV)*

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Information Items

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

8-C. Committee Reports

9. **CLOSED SESSION** – None

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on April 10, 2020.

  
Marlene Spain, City Clerk

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

**Tuesday, March 24, 2020**

The regular session of the Corcoran City Council was called to order by Mayor Palmerin, in the Corcoran City Hall, 832 Whitley Avenue, Corcoran, CA at 5:31 P.M.

**ROLL CALL**

Councilmembers present: Patricia Nolen and Sidonio Palmerin

Councilmembers present

By phone: Greg Ojeda, Jerry Robertson and Jeanette Zamora-Bragg

Councilmembers absent:

Staff present at City Hall: Kindon Meik, Soledad Ruiz-Nuñez, Kevin Tromborg, and Marlene Spain

Staff present by phone: Joseph Beery, Joseph Faulkner and Reuben Shortnacy

Press present: – None

**INVOCATION** – None

**FLAG SALUTE** – None

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR**

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

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

**NOES:**

**ABSENT:**

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Robertson and seconded by Zamora-Bragg to approve the Warrant Register for March 24, 2020. Motion carried by the following vote:

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

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS**

Public hearing to consider final approval of Planning Commission's recommendation of approval regarding Mitigated Negative Declaration, Zone Change and General Plan amendment 20-01 for property owned by the City of Corcoran located at the South West corner of Otis Avenue and Orange Avenue (APN: 030-260-064, 030-260-062) was declared open at 5:38 p.m. Mr. Tromborg presented the staff report.

Dennis Tristao, 1515 Norboe Ave, addressed the council in support of the zone change.

There being no written testimony the public hearing was declared closed at 5:42 p.m.

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Robertson to proceed with Planning Commission's recommendation to approve the Mitigated Negative Declaration, Zone Change and General Plan amendment 20-01 for property owned by the City of Corcoran located at the South West corner of Otis Avenue and Orange Avenue (APN: 030-260-064, 030-260-062). Motion carried by the following vote:

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

6. **WRITTEN COMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made by Ojeda and seconded by Zamora-Bragg approve of Resolution No. 3017 for Conditional Use Permit 20-01 to sell alcohol/liquor on property located at 917 Whitley Avenue, APN: 032-041-006, as recommended by Planning Commission Resolution No. 2020-03. Motion carried by the following vote:

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

**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**7-B.** Following Council discussion a **motion** was made by Robertson and seconded by Zamora-Bragg to approve Resolution No. 3015 Proclaiming a Local Emergency within the City of Corcoran. Motion carried by the following vote:

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

**8. MATTERS FOR MAYOR AND COUNCIL**

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

**CLOSED SESSION** – None

**ADJOURNMENT**                      **6:21 P.M.**

\_\_\_\_\_  
Sid Palmerin, Mayor

\_\_\_\_\_  
Marlene Spain, City Clerk

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

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

**MEMO**

**TO:** Corcoran City Council

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

**DATE:** March 26, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** CALTRANS SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM

**Recommendation:**

Staff is requesting City Council award the contract to A&M Engineering for the Caltrans Systemic Safety Analysis Report Program.

**Discussion:**

The City of Corcoran has successfully competed for funding from the Caltrans Systemic Safety Analysis Report Program (SSARP). The SSARP is a proactive safety approach that focuses on evaluating an entire roadway network using a defined set of criteria. It looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. The goal of the SSARP is to help local agencies identify safety projects to submit for Highway Safety Improvement Program (HSIP) funding consideration.

There are **four basic objectives** of the SSAR Program:

- 1) Identifying Focus Crash Types and Risk Factors;
- 2) Screening and Prioritizing Candidate Locations;
- 3) Selecting Potential Low-Cost Countermeasures; and
- 4) Prioritizing Projects per Benefit-Cost Ratios using the Transportation Injury Mapping System (TIMS) Calculation Tool

**Budget Impact:**

The City was successful in securing \$65,500 of state funds for preliminary engineering work for the preparation of the Systemic Safety Analysis Report (SSAR). There is an 11.47% local match requirement of \$6,500.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORCORAN  
AND**

**A&M Consulting Engineers  
Systemic Safety Analysis Report Program (SSARP)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Corcoran, California, a municipal corporation, ("City,") and A&M Consulting Engineers, a corporation, ("Consultant").

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. City desires to engage Consultant as an independent contractor to provide professional engineering services for a specific project.
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.
- D. City desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Term.** The term of this Agreement shall commence upon the above written date and shall remain in effect until January 30, 2022, unless terminated earlier or extended further as set forth herein. The Consultant's Cost Proposal is attached hereto (Exhibit A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

2. **Scope of Services.** Services to be performed by Consultant include the following tasks:

2.1 Project Management – Joseph Faulkner will serve as the contract manager and direct liaison between the Consultant and the City of Corcoran. The Consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling a kick-off meeting and subsequent monthly meetings thereafter with City of Corcoran staff, managing the project schedule, preparing and distributing meeting minutes, field reviews, tracking action items for the City of Corcoran and Consultant sub-contractors, and preparing all submissions for the City of Corcoran to submit to Caltrans Local Assistance. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.

2.2 Data Collection – The Consultant will collect collision data provided by the Corcoran Police Department involving vehicles, bicycles, and/or pedestrians. Consultant will also conduct a data search through the State crash databases Statewide Integrated Traffic Records

Systems (SWIRTS) and Transportation Injury Mapping System (TIMS) to supplement data collected from the Corcoran Police Department. A minimum of five years of collision data is to be collected in order to adequately identify local crash hot spots and risk factors.

Consultant will conduct field surveys to gain a better understanding of the City's roadway network and collect various roadway characteristics. Elements to be collected include but are not limited to the following: roadway classification, types of users, travel patterns, roadway width, speed, traffic volumes, curves, and traffic control types. Review of digital imagery such as aerial photography and/or "street view" may be used to supplement but not replace field surveys. The information collected will be used to determine priorities and identify the appropriate type and appropriate location of countermeasures. Some of these elements may be provided by the City's Public Works Department, thus the Consultant will be required to work with the contract manager to obtain such data.

23 Data Analysis – Collision data will be reviewed, interpreted, and analyzed to identify predominant collision types and identify roadway features that may have contributed to those collisions. The Consultant should consider guidance from the Local Roadway Safeway Manual (LRSM) to complete the crash data analysis. In addition, collision occurrences should be identified and categorized as non-injury, severe injury, and fatal.

Roadway characteristics will be reviewed, interpreted, and analyzed to determine the risk factors associated with nominal safety design. Based upon the issues identified, a list of potential high-risk roadway characteristics will be developed through the systemic safety approach. Inventories will be created of the following roadway characteristics: signage, pavement markings, curb markings, miscellaneous traffic devices, and traffic sign retro-reflectivity assessment. Each roadway characteristic element is to be located using accurate global positioning (GPs) and identified by latitude and longitude using spreadsheet or database file format. Signs are to have designated CAMUTCD sign ID and inventory ID. Traffic sign retro-reflectivity assessment is to be performed by methods approved by the FHWA and conform to the latest edition of the FHWA's Methods for Maintaining Traffic Sign Retro-reflectivity, Chapter 3, and "Assessment Methods" for Visual Nighttime Inspection.

Infographics, maps and tables should be developed illustrating the severity of collisions for presentation to technical and non-technical audiences. Similarly, infographics, maps and tables should be developed illustrating the location of the various roadway characteristic elements. The Consultant will prepare a crash analysis technical memorandum and GIS shapefile for crash data and data attributes information.

24 Countermeasure Selection – Based on the types of collisions identified, roadway characteristics and conditions, Consultant will propose appropriate countermeasures. The list shall include all possible treatments, including driver behavior modification activities, potential collision reductions, and anticipated costs. Additionally, issues which may prevent implementation of the countermeasures shall be listed. Countermeasures shall be proposed for: dynamic signage, signalized intersections, unsignalized intersections, and roadway segments (for arterial and residential streets). Consultant will share proposed countermeasures with City staff for input and review. Consultant will develop a prioritized list of countermeasures to serve as the basis for projects developed in the final report. The methodology to determine prioritized list shall be documented and included in the final report.

25 Develop Safety Projects – The Consultant shall develop a recommended list of safety projects using the list of countermeasures developed in Task 4. The recommended projects shall take into consideration fiscal constraints and limitations associated with acceptable

deployments within the City roadway network. A cost/benefit ratio analysis shall be performed for these projects by using the current Highway Safety Improvement Program (HSIP) calculation methodology. A list of prioritized safety projects documenting the methodology used shall be developed. Additionally, a detailed summary of the prioritized safety projects will be provided, including but not limited to the following: description of project, location(s), vicinity map, type of safety improvement, estimated cost, and cost/benefit ratio. This list and summary of the prioritized safety projects will be presented and discussed with City staff to receive their input on each prioritized safety project.

2.6 Prepare Systemic Safety Analysis Report – Consultant will prepare a final SSAR that summarizes the results of the previous tasks. The City shall receive five (5) hard copies and an electronic copy of the final report. The report shall include data collection and analysis process, roadway and collision characteristics, countermeasures being applied, benefit summary, cost/benefit ratio calculations, and a final list of recommended priority safety projects. The report will be stamped and wet signed by a California registered Civil Engineer. All project related digital files (i.e. CAD drawings files/GIS shapefiles, dwgs, x-refs, blocks, fonts, doc, xlsx etc.) shall be provided to the City in digital format on a flash drive(s).

3. **Administration.** The Public Works Director shall administer this Agreement on behalf of the City. The Public Works Director or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement.

4. **Consultant's Reports or Meetings.** Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for City's Contract Administrator or Project Coordinator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

4.1 Consultant's Project Manager shall meet with City's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

5. **Time of Performance.** Upon receipt of written Notice to Proceed from the City, Consultant shall perform with due diligence the services requested by the city and agreed on by the Consultant. Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City. Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

5.1 Consultant is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by the City.

5.2 The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

6. **Allowable Costs and Payments.** Consultant will be reimbursed for hours worked at the hourly rates specified in Consultants Cost Proposal (Exhibit A) but not to exceed \$65,000. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

61 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal.

62 Progress payments will be made monthly in arrears based on services provided and actual costs incurred.

63 Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the City's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title. Credits due the City that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract, must be reimbursed by Consultant prior to the expiration or termination of this contract. Invoices shall be mailed to the City's Contract Administrator at the following address: City of Corcoran, Joseph Faulkner, Public Works Director 832 Whitley Avenue, Corcoran, CA 93212

64 The period of performance for contract shall be in accordance with dates specified in the proposal.

66 The total amount payable by the City for the contract shall not exceed the amount of \$65,000, unless authorized by contract amendment.

**7. Cost Principles and Administrative Requirements.**

7.1 Consultant agrees that the Contract cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

7.2 Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

7.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.

**8. Retention of Records/Audit.** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21,

Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and the City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

9. **Audit Review Procedures.** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement shall be reviewed by City's Chief Financial Officer.

9.1 Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

9.2 Neither the pendency of a dispute nor its consideration by the City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

9.3 Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

10. **Subcontracting.** Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the City's obligation to make payments to the Consultant.

10.1 Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted

without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

102 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the City.

103 All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

104 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

11. **Equipment Purchase.** Prior authorization in writing, by the City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

11.1 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.2 Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

12. **State Prevailing Wage Rates.** Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

12.1 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

12.2 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

13. **Disadvantaged Business Enterprises (DBE) Participation.** This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

13.1 *The CITY has established an overall DBE goal of 18% for this Contract.* The DBE goal for each specific project will be determined as part of the Task Order. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

13.2 DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

13.3 Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

13.4 A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

13.5 A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

13.6 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

13.6 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

13.7 Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

13.8 Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

13.9 If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

14. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, reasonable attorney's fees, disbursements and court costs) of every kind and nature that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them in performance, or non performance, of services under this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

15. **Insurance.** Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein.

Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. Coverage Requirements.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$2,000,000) combined single limit for each occurrence.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$2,000,000) per claim and not less than two million dollars (\$4,000,000) in the annual aggregate.

E. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising

out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

15.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

15.2 All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

16. **Nondiscrimination.** In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

17. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

17.1 The Consultant shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.

18. **Ownership of Documents.** All documents, information and materials of any and every type furnished or prepared by the Consultant or any of its subcontractors pursuant to and in the course of performance of this Agreement shall be and remain the sole and exclusive property of the City. Such documents, information and materials shall include but not be limited to all findings, reports, plans, specifications, studies, drawings, estimates, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process. City shall have the sole right to use such documents, materials and information in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such documents, materials and information to City upon prior written request.

18.1 All Documents shall be considered works made for hire and all Documents and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents.

19. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law.

20. **Contingent Fee.** Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

21. **Conflict of Interest.** Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any

ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

21.1 Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

21.2 Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

21.3 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

21.4 Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

21.5 Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

21.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

22. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City.

22.1 Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Consultant shall be fully responsible to City for all acts and omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between City and subconsultant nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise required by law.

23. **Compliance with Laws, Rules, Regulations.** Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

23.1 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age

(over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

23.2 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

23.3 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

23.4 Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

23.5 Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

24. **Rebates, Kickbacks or Other Unlawful Consideration.** Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this

warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**25. Prohibition of Expending Local Agency State or Federal Funds for Lobbying.**

Consultant certifies to the best of his or her knowledge and belief that:

25.1 No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

25.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; and officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

25.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25.4 Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. **Debarment and Suspension Certification.** Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

Exceptions will not necessarily result in denial of recommendations for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

27. **Integration: Amendment.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

28. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

29. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

30. **Jurisdiction.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

31. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To City:  
Joseph Faulkner  
Public Works Director  
832 Whitley Avenue  
Corcoran, California 93212

To Consultant:  
Javier Andrade  
Principal  
204 E Oak Avenue (Suite 5A) Visalia, CA 93291

32. **Disputes.** Any dispute, other than audit, concerning questions of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City Contract Administrator and Public Works Director, who may consider written or verbal information submitted by Consultant.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by the City's Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Neither the pendency of a dispute, nor is consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this contract.

33. **Termination.** The City reserves the right to terminate this contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

33.1 The City may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the City may proceed with the work in any manner deemed proper by City. If the City terminates this contract with Consultant, the City shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to the City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

[SIGNATURE PAGE BEGINS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

**A&M Consulting Engineers**

**Date:**

---

**by: Javier Andrade, Principal**

**CITY OF CORCORAN,  
a California municipal corporation**

**Date:**

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**by: Kindon Meik  
City Manager**

**ATTEST:  
CITY CLERK**

---

**Marlene Lopez  
City Clerk**

**APPROVED AS TO FORM:**

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City of  
**CORCORAN**

Public Works Department

FOUNDED 1914

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

**MEMO**

**TO: Corcoran City Council**

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

**DATE: April 9, 2020 MEETING DATE: April 14, 2020**

**SUBJECT: ON-CALL ENGINEERING SERVICES FOR STATE AND FEDERALLY FUNDED PROJECTS**

**Recommendation:**

Staff is requesting City Council award the contract to A&M Engineering for on-call engineering services for state and federally funded projects.

**Discussion:**

The City intends to construct multiple projects that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The consultant shall perform site investigations, cost estimating, planning, preliminary engineering, civil engineering design, land surveying, construction management and other services as deemed necessary by staff for which the consultant is qualified related to federal and state funded projects. The consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued.

**Budget Impact:**

No budgeted impact

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

## CONSENT CALENDAR

ITEM #: 2-E

### MEMO

**TO:** Corcoran City Council

**FROM:** Kindon Meik, City Manager

**DATE:** April 10, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** Approve and ratify letter from City Council to the community regarding shelter in place requirements during the COVID-19 outbreak.

### Recommendation:

Approve and ratify letter from City Council to the community regarding shelter in place requirements during the COVID-19 outbreak.

### Discussion:

Members of the city council expressed interest in drafting a letter that would be sent out to local residents and printed in the Corcoran Journal encouraging members of the community to adhere to shelter in place orders.

The attached letter was sent out to Nixle subscribers and was emailed to the Corcoran Journal with the request that it be printed in the weekly paper.

### Budget Impact:

None

### Attachments:

- Letter from City Council

City of  
**CORCORAN**  
A MUNICIPAL CORPORATION FOUNDED 1914

April 9, 2020

The current COVID-19 pandemic has dramatically altered our community, our state, our nation, and the world. It is an unprecedented crisis that requires changes in our daily lives and practices.

On March 19, 2020 Governor Gavin Newsom issued a shelter in place order that requires Californians to remain home except to carry out essential activities. Similarly, the Kings County Board of Supervisors has recently adopted a shelter in place order that limits “activity, travel, and business functions to only the most basic and essential needs”.

The City Council of the City of Corcoran urges Corcoran residents to fully comply with these shelter in place orders. Residents are to avoid group activities and non-essential gatherings. When people need to leave their places of residence for medical appointments or to purchase groceries, prescriptions, or other essential needs it is recommended to practice social distancing (minimum of six feet between individuals).

The City Council gratefully acknowledges those residents and businesses who have followed the direction given by medical experts and elected officials. Each of us in Corcoran can do our part to limit the spread of the novel coronavirus by adhering to the directives already in place. As with past challenges, these difficult times will end and we will find that we have become a stronger, more resilient community.

Sincerely,

*Sid Palmerin*  
Mayor

*Pat Nolen*  
Vice-Mayor

*Greg Ojeda*  
Council Member

*Jerry Robertson*  
Council Member

*Jeanette Zamora-Bragg*  
Council Member

**Allowable Activities:**

- Support local businesses that remain open by purchasing groceries, prescription medicines, gas and other essential needs in town.
- Support Corcoran restaurants that provide take-out or drive-thru service.
- Essential medical appointments based on the instruction of health care providers.
- Other activities currently authorized by State and County orders.

**Avoid:**

- Large group activities or parties
- Non-essential gatherings

**CITY OFFICES:**

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

## CONSENT CALENDAR ITEM #: 2-F

### MEMO

**TO:** Corcoran City Council

**FROM:** Soledad Ruiz-Nuñez, Finance Director

**DATE:** April 9, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** Approve Resolution No. 3021 designating the Finance Director, City Manager and City Clerk as the Authorized Agents to Submit Applications and to Execute Agreements for Disaster Relief and Emergency Assistance.

### Recommendation:

Authorize by resolution the Finance Director, City Manager and City Clerk to sign and execute applications and agreements for State and Federal disaster relief and emergency assistance.

### Discussion:

The approval of Resolution No. 3021 and the California Office of Emergency Services (CalOES) Form 130 gives the City the ability to request reimbursement from CalOES and FEMA for possible costs incurred as a result of Coronavirus (COVID-19). CalOES Form 130 has an eligible term of three years.

### Budget Impact:

None

### Attachments:

- Resolution No. 3021
- CalOES Form 130

### City Offices

**RESOLUTION NO. 3021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DESIGNATING THE FINANCE DIRECTOR, CITY MANAGER AND CITY CLERK, ON BEHALF OF THE CITY, TO BE THE AUTHORIZED AGENTS TO ENGAGE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES REGARDING GRANTS APPLIED FOR BY THE CITY OF CORCORAN**

**WHEREAS**, the City of Corcoran seeks to apply for Federal Emergency Management (FEMA) and California reimbursement for costs incurred for as a result of Coronavirus (COVID-19); and

**WHEREAS**, the Governor's Office of Emergency Services (Cal OES) administers the State and Federal reimbursement process and grant programs for emergency and disaster relief; and

**WHEREAS**, CalOES Form 130 requires the City of Corcoran to designate agents to engage with FEMA and Cal OES regarding assistance and grants applied for by the City; and

**WHEREAS**, City of Corcoran desires to ensure that Form 130 makes the City eligible to apply for disaster relief for the Coronavirus (COVID-19) as well as future disaster incidents for three years; and

**WHEREAS**, the City Council of the City of Corcoran authorizes the Finance Director, City Manager and the City Clerk to sign and execute applications and agreements for Federal and State disaster relief and emergency assistance.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council does designate the Finance Director, City Manager and City Clerk of the City of Corcoran as the agents for Form "CalOES 130: Designation of Applicant's Agent Resolution for Non-State Agencies."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Corcoran held on the 14<sup>th</sup> day of April, 2020, by the following vote

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

\_\_\_\_\_  
Sidonio Palmerin, Mayor

**ATTEST:**

\_\_\_\_\_  
Marlene Spain, City Clerk

**CLERKS CERTIFICATE**

I, Marlene Spain, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 14th day of April 2020, by the vote as set forth therein.

DATED: April 14, 2020

---

Marlene Spain, City Clerk

[seal]

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City of Council OF THE City of Corcoran  
(Governing Body) (Name of Applicant)

THAT Finance Director, OR  
(Title of Authorized Agent)

City Manager, OR  
(Title of Authorized Agent)

City Clerk  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Corcoran, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Corcoran, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 14th day of April, 2020

Sidonio Palmerin, Mayor

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Marlene Spain, duly appointed and City Clerk of  
(Name) (Title)

City of Corcoran, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Corcoran  
(Governing Body) (Name of Applicant)

on the 14th day of April, 20  .

(Signature)

(Title)

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

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**STAFF REPORT**

**ITEM #: 3**

**MEMORANDUM**

**TO:** City Council

**FROM:** Soledad Ruiz-Nunez, Finance Director

**DATE:** April 8, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** Warrant Register

**Recommendation:**

Consider approval of the warrant register(s).

**Discussion:**

The attached appropriations are for services and supplies utilized by City Departments in order to maintain services for the community. The warrant register(s) will be reviewed at the upcoming meeting and staff can address any questions from Council Members.

**Budget Impact:**

The warrant register includes expenses approved in the Fiscal Year 2019/2020 Budget and may include items which will be addressed through Budget Amendments.

**Attachments:**

- Warrant Register #1 for warrant request date: April 1, 2020
- Warrant Register #2 for warrant request date: April 14, 2020

#1

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 04/01/2020 - 10:36AM  
Warrant Request Date: 4/1/2020  
DAC Fund:

Batch: 00511.04.2020 - WRNT RGSTR Mnl 04/07/

Line	Claimant	Voucher No.	Amount
1	American Office Solutions, LLC	000000000	60,407.55
Page Total:			\$60,407.55
Grand Total:			\$60,407.55

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 04/08/2020 - 2:34PM  
Warrant Request Date: 4/14/2020  
DAC Fund:

Batch: 00501.04.2020 - WRNT RGSTR 04/14/2020

Line	Claimant	Amount
1	99 Pipe Line	24,882.00
2	A & M Consulting Engineers	35,926.00
3	Accela, Inc.	2,658.00
4	Agro Natural Sciences	500.90
5	AT&T Mobility	41.42
6	Auto Zone, Inc.	449.77
7	Az Auto Parts	1,267.24
8	Best Deal Food Co Inc.	42.94
9	Brenntag Pacific, Inc.	6,054.42
10	BSK Associates	677.00
11	C. A. Reding Company, Inc	46.04
12	California Department of Tax & Fee Administration	36.00
13	California Industrial Rubber	217.05
14	California TD Specialists	976.04
15	Cannon Financial Services, Inc.	94.18
16	Caves & Associates	510.00
17	CDW-Government, Inc	671.59
18	Central Valley Lawn Care	350.00
19	Central Valley Sweeping LLC	2,850.00
20	Chemical Waste Management Inc	2,583.48
21	City of Avenal	4,191.38
22	City of Corcoran	240.11
23	Corcoran Hardware	85.62
24	Corcoran Heating & Air	9,400.00
25	Corcoran Publishing Company	355.00
26	Creative Bus Sales, Inc	277.50
27	Data Ticket Inc	200.00
28	Dept of Justice	162.00
29	Direct Distributing, Inc.	1,816.71
30	Dynamic Controls Inc.	525.00
31	Farley Law Firm	43,694.95
32	Felder Communications	779.50
33	Ferguson Enterprises, Inc	3,752.41
34	Ferguson Enterprises, Inc. #3325	3,864.50
35	Frontier Communications	45.83
36	Frontier Communications	266.60
37	Frontier Communications	118.37
38	Frontier Communications	1,081.33
39	Frontier Communications	71.09
40	Frontier Communications	54.80
41	Frontier Communications	196.27
42	Galindo Farms Discing	287.00
43	Gary V. Burrows Inc.	274.29
44	Gary V. Burrows Inc.	3,144.49
45	Grainger Inc	145.03
46	Haaker Equipment Company	805.49

104	Verizon Wireless	1,293.92
105	Verizon Wireless	208.85
106	W3i Engineering	18,400.00
107	Wells Fargo Bank, N.A.	9,806.09
108	WEX BANK	11,034.54
109	Wright's Electric	425.94

Page Total: \$41,169.34

Grand Total: \$403,765.64

Page Total: \$41,169.34

4/14/2020	Best Deal Food Co Inc.	DISINFECTIVE & BLEACH	145-410-300-216	17.93
4/14/2020	Best Deal Food Co Inc.	COFFEE & CREAMER	145-410-300-210	10.96
4/14/2020	Best Deal Food Co Inc.	DOG FOOD	104-421-300-203	14.05
4/14/2020	Bremtag Pacific, Inc.	ALUMINUM SULFATE	105-437-300-219	6,054.42
4/14/2020	BSK Associates	QUANTI TRAY/TOTAL COLIFORM/E COLI, ARSENIC, NITRA	105-437-300-200	677.00
4/14/2020	C. A. Reding Company, Inc	COPIER LEASE: DEPOT MARCH 2020	145-410-300-180	46.04
4/14/2020	California Department of Tax & Fee Administ	DIESEL FUEL TAX JAN TO MAR 2020	145-410-300-250	36.00
4/14/2020	California Industrial Rubber	HOSE/SUPPLIES/CONNECTIONS FOR 2" PUMP	105-437-300-210	217.05
4/14/2020	California TD Specialists	FORECLOSURE FEE 908 REGENCY LOAN# 8824	313-605-300-200	976.04
4/14/2020	Cannon Financial Services, Inc.	COPIER SVC RENTAL	104-421-300-180	94.18
4/14/2020	Caves & Associates	NEGOTIATIONS APRIL 2020	104-402-300-200	510.00
4/14/2020	CDW-Government, Inc	SWITCH FOR SGT OFFICE	104-421-300-181	24.56
4/14/2020	CDW-Government, Inc	PC FOR SRO OFFICE	104-421-300-181	647.03
4/14/2020	Central Valley Lawn Care	LANDSCAPE SVC MARCH 2020 PHEASANT RIDGE	111-602-300-202	350.00
4/14/2020	Central Valley Sweeping LLC	STREET SWEEPING MARCH 2020	112-438-300-200	1,866.50
4/14/2020	Central Valley Sweeping LLC	STREET SWEEPING MARCH 2020	109-434-300-200	1,866.50
4/14/2020	Central Valley Sweeping LLC	STREET SWEEPING MARCH 2020	121-439-300-200	1,867.00
4/14/2020	Central Valley Sweeping LLC	CR DUE TO OVERPYMT INV#2019-11511	112-438-300-200	-916.50
4/14/2020	Central Valley Sweeping LLC	CR DUE TO OVERPYMT INV#2019-11511	109-434-300-200	-916.50
4/14/2020	Central Valley Sweeping LLC	CR DUE TO OVERPYMT INV#2019-11511	121-439-300-200	-917.00
4/14/2020	Chemical Waste Management Inc	SLUDGE REMOVAL	105-437-300-193	2,538.48
4/14/2020	Chemical Waste Management Inc	SLUDGE REMOVAL-BIN LINER FEE	105-437-300-193	45.00
4/14/2020	City of Avenal	AC SVC AGREEMNT AVENAL/CORCORAN FEB 2020	104-421-300-203	4,191.38
4/14/2020	City of Corcoran	CITY SVC 2410 BELL	301-430-300-316	89.38
4/14/2020	City of Corcoran	CITY SVC 1630 BREWER	301-430-300-316	93.18
4/14/2020	City of Corcoran	CITY SVC 1914 ESTES	301-430-300-316	57.55
4/14/2020	Corcoran Hardware	PD SUPPLIES	104-421-300-210	20.12
4/14/2020	Corcoran Hardware	LYSOL & SIMPLE GREEN DISINFECTIVE	145-410-300-216	26.78
4/14/2020	Corcoran Hardware	PD SUPPLIES	104-421-300-210	38.72
4/14/2020	Corcoran Heating & Air	REPLACE 5 TON HVAC UNIT	105-437-300-140	9,400.00
4/14/2020	Corcoran Publishing Company	MARCH 2020 AD	145-410-300-156	283.00
4/14/2020	Corcoran Publishing Company	NIXLE AD 3/12 & 3/26	104-421-300-156	72.00
4/14/2020	Creative Bus Sales, Inc	BUS 169 BELT TENSIONER	145-410-300-260	277.50
4/14/2020	Data Ticket Inc	CODE ENFORCE CITATION PROCESSING FOR FEB 2020	104-406-300-200	200.00
4/14/2020	Dept of Justice	LIVE SCAN FEE FOR FEB 2020	104-421-300-148	162.00
4/14/2020	Direct Distributing, Inc.	WATER DEPT STOCK	105-437-300-210	455.96
4/14/2020	Direct Distributing, Inc.	NEW SUBMERSIBLE PUMP PARTS	105-437-300-210	378.64
4/14/2020	Direct Distributing, Inc.	NEW SUBMERSIBLE PUMP FOR WATER LEAKS	105-437-300-210	982.11
4/14/2020	Dynamic Controls Inc.	PLC TROUBLESHOOTING	105-437-300-200	525.00
4/14/2020	Farley Law Firm	LEGAL EXPENSES THROUGH JAN 2020	104-403-300-200	3,843.05
4/14/2020	Farley Law Firm	EXPENSES FOR 1861 JOSEPHINE	104-403-300-200	112.50
4/14/2020	Farley Law Firm	EXPENSES FOR 2100 LAKE ISABELLA	104-403-300-200	157.50
4/14/2020	Farley Law Firm	EXPENSES FOR 908 REGENCY	104-403-300-200	346.50
4/14/2020	Farley Law Firm	WELL LITIGATION	105-437-300-205	37,936.90
4/14/2020	Farley Law Firm	CHAMBER OF COMMERCE CONTRACT	104-401-300-200	441.00

4/14/2020	JT2 Inc.	TC: DAIRY AVE. PEDESTRIAN IMPROV -CMAQ GRANT FUNI 109-434-500-540	32,068.01
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR L JONES	110.00
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR RICK ADAMS	88.00
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR RICK ADAMS	22.00
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR D MODESTO	88.00
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR J GUERRERO	22.00
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR J ROARK	110.00
4/14/2020	Kings Industrial Occ. Med. Cr., Inc.	PHY EXAM/DOT FOR J ROARK	110.00
4/14/2020	Lacey Animal Hospital	AC VET SVC	115.70
4/14/2020	Lacey Animal Hospital	AC VET SVC	115.70
4/14/2020	Lacey Animal Hospital	AC VET SVC	123.30
4/14/2020	Lee Central California Newspapers	NOTICE PUBLIC HEARING RE; IMPRV PLANS WELL 8C-ACC: 104-406-300-156	169.31
4/14/2020	Manuel Zapata Tree Service	TRIMMING/THINNING DOWNTOWN TREES-MEASURE A	4,500.00
4/14/2020	Marissa Gutierrez	CEASAR CHAVEZ PARK CANCEL FEE REFUND	25.00
4/14/2020	Martinez Upholstery	VEH SEAT REPAIR UNT#202	180.00
4/14/2020	Mendes Plumbing	LIFT STATION 6 1/2 & SHERMAN REHAB	13,809.90
4/14/2020	Miguel Meneses	YARD SVC APPERON	120.00
4/14/2020	Miguel Meneses	YARD SVC 6 1/2 & ORANGE	120.00
4/14/2020	Miguel Meneses	YARD SVC SUNRISE VILLA	200.00
4/14/2020	Mobile Fiberglass	MAINT REPAIR TO SLIDE MEASURE A	2,160.68
4/14/2020	Mystaire	EVIDENCE DRYER	6,266.00
4/14/2020	Nutrien AG Solutions, Inc.	WEED SPRAY	670.32
4/14/2020	Nutrien AG Solutions, Inc.	ROUND UP/WEED SPRAY	670.32
4/14/2020	Office Depot	OFFICE SUPPLIES	113.42
4/14/2020	Office Depot	OFFICE SUPPLIES	54.11
4/14/2020	Office Depot	OFFICE SUPPLIES	251.60
4/14/2020	Office Depot	OFFICE SUPPLIES	31.96
4/14/2020	Office Depot	OFFICE SUPPLIES	30.27
4/14/2020	Office Depot	OFFICE SUPPLIES	9.62
4/14/2020	Office Depot	OFFICE SUPPLIES	13.53
4/14/2020	Office Depot	OFFICE SUPPLIES	13.94
4/14/2020	Oliver Whitaker Co.	BRAKE HOSE FOR STREET SWEEPER UNIT#134	70.36
4/14/2020	PG&E	ACCT#99497000756-9	10.19
4/14/2020	PG&E	ACCT#99497000756-9	768.82
4/14/2020	PG&E	ACCT#99497000756-9	3,559.36
4/14/2020	PG&E	ACCT#99497000756-9	632.24
4/14/2020	PG&E	ACCT#99497000756-9	4,198.51
4/14/2020	PG&E	ACCT#99497000756-9	182.19
4/14/2020	PG&E	ACCT#99497000756-9	351.94
4/14/2020	PG&E	ACCT#99497000756-9	19,548.88
4/14/2020	PG&E	ACCT#99497000756-9	1,006.50
4/14/2020	PG&E	ACCT#99497000756-9	58,753.58
4/14/2020	PG&E	ACCT#5304135173-4	73.95
4/14/2020	PG&E	ACCT#5304135173-4	10.22

4/14/2020	Safety-Kleen Systems, Inc	CREDIT ON INV#82664488 TRANS FLUID	105-437-300-140	-43.30
4/14/2020	Safety-Kleen Systems, Inc	CREDIT ON INV#82664488 TRANS FLUID	120-435-300-140	-43.30
4/14/2020	Safety-Kleen Systems, Inc	CREDIT ON INV#82664488 TRANS FLUID	109-434-300-140	-43.30
4/14/2020	Safety-Kleen Systems, Inc	CREDIT ON INV#82664488 TRANS FLUID	104-412-300-260	-43.30
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	BURNHAM SMITH MAINT PLAYGROUND EQUIPT	104-412-300-140	12.47
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	COVID 19 COVERALLS FOR CLEANING/DISENFECTING PUBLI	104-412-300-216	52.39
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	AIR COMPRESSOR BELT REPLC	105-437-300-140	14.36
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	RECLAIM STATION MAINT PARTS	105-437-300-140	7.98
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	GLOVES FOR TRANSIT EMPLOYEES	145-410-300-216	144.34
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	GRINDER PARTS	105-437-300-210	83.36
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	GRINDER PARTS	105-437-300-210	82.51
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	WWWTP SUPPLIES	120-435-300-140	49.51
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	RECLAIM STATION MAINT PARTS	105-437-300-140	27.63
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	MAINT PARTS FOR JACKHAMMER/AIR COMPRESSOR	105-437-300-140	14.61
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	GLOVES FOR SPRAYING ROUND UP	104-412-300-210	38.95
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	COVID 19 GLOVES WWTP	120-435-300-216	86.60
4/14/2020	Sawtelle & Rosprim Hardware, Inc.	MAINT PARTS FOR JACKHAMMER/AIR COMPRESSOR	105-437-300-140	1.29
4/14/2020	Sawtelle Rosprim Machine Shop	SUCTION HOSE FOR SMALL PRESS WILDEN PUMP	105-437-300-210	7.86
4/14/2020	Sawtelle Rosprim Machine Shop	TURNBUCKLE FOR PLAYGROUND EQUIPT BURNAM SMITH	104-412-300-140	133.15
4/14/2020	Sawtelle Rosprim Machine Shop	CURB STOP VALVES WRENCH	105-437-300-210	406.12
4/14/2020	Schoepfner Shows	CARNIVAL FEE REIMB	104-000-366-100	300.00
4/14/2020	Schoepfner Shows	CARNIVAL DEPOSIT REIMB.	104-000-202-024	500.00
4/14/2020	Shyam Bhaskar, MD	PRE EMPLOY PHYSICAL FOR M COUCH BLDG INS	104-406-300-200	120.00
4/14/2020	Shyam Bhaskar, MD	PRE EMPLOY PHYSICAL FOR J GALVAN	104-421-300-200	120.00
4/14/2020	Teistar Instruments	INSTALL NEW IGNITER WIRE ON WASTE GAS BURNER	120-435-300-140	1,330.92
4/14/2020	TF Tire & Service	VEH MAINT UNIT#221	104-421-300-260	368.15
4/14/2020	TF Tire & Service	VEH MAINT UNIT#225	104-421-300-260	364.15
4/14/2020	The Gas Company	ACCT#11971525008	104-432-300-242	262.39
4/14/2020	The Gas Company	ACCT#11484795064	138-419-300-206	2,424.74
4/14/2020	The Gas Company	ACCT#3129529388	301-430-300-316	4.77
4/14/2020	The Gas Company	ACCT#012602978541	104-432-300-242	15.29
4/14/2020	The Gas Company	ACCT#0546325576	104-432-300-242	49.98
4/14/2020	The Gas Company	ACCT#17151733304	301-430-300-316	8.26
4/14/2020	The Gas Company	ACCT#06301527005	120-435-300-242	472.47
4/14/2020	The Lawnmower Man	MAINT PARTS FOR ECHO BLOWER	105-437-300-140	69.28
4/14/2020	The Lawnmower Man	NEW WHACKER PACKER	105-437-300-210	3,152.99
4/14/2020	The Lawnmower Man	MAINT PARTS FOR ECHO BLOWER	105-437-300-140	9.12
4/14/2020	The Printer	PD FORMS	104-421-300-155	1,275.19
4/14/2020	Tires 4 Less	TIRE REPAIR UNIT#201	104-433-300-260	20.00
4/14/2020	TSA Consulting Group, Inc.	MAR 2020 SVC FEE FOR 401 A PLAN ADMIN	104-405-300-200	50.00
4/14/2020	Tulare-Kings Veterinary ER Svc	VERT SVC /ANIMAL CONTROL C2000621	104-421-300-203	192.00
4/14/2020	Tule Trash Company	PULL FEE	112-436-300-200	260.00
4/14/2020	Tule Trash Company	DUMP FEE PRISON 1	112-436-300-192	556.65
4/14/2020	Tule Trash Company	PULL FEE PRISON 1	112-436-300-200	891.00
4/14/2020	Tule Trash Company	DUMP FEE PRISON 2	112-436-300-192	707.10

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**PRESENTATION**

**ITEM #: 4A**

**MEMORANDUM**

**TO:** City Council

**FROM:** Soledad Ruiz-Nunez, Finance Director

**DATE:** April 9, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** Review third quarter of Fiscal Year 2020 from July 1, 2019 to June 30, 2020 revenue and expenses.

**Recommendation:**

Information item.

**Discussion:**

The attached report identifies revenues and expenses for the period beginning July 1, 2019 through March 31, 2020.

**Budget Impact:**

None.

**Attachments:**

YTD revenues and expenses schedule.

City of Corcoran							
SUMMARY BUDGET: 3Q BUDGET REVIEW							
FY 2020							
July 1, 2018 to June 30, 2019				July 1, 2019 to June 30, 2020			
1	Measure A						
2							
3	Revenues	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%
4	Sales Tax Revenue	1,200,000	1,042,764	87%	1,250,987	1,328,062	106%
5	Interest	-	7,125		14,000	12,873	92%
6	Revenue Totals	1,200,000	1,049,889	87%	1,264,987	1,340,936	106%
7							
8							
9	Expenditures						
10	General Fund/Reserves	240,000	240,000	100%	250,000	187,500	75%
11	Two New PD Officers	160,000		0%	175,000	131,250	75%
12	Current PD Officers and PD Services	210,000	157,500	75%	205,000	153,750	75%
13	JG Boswell Park Mtn-Corcoran Community Foundation	128,000	128,000	100%	136,000	136,000	100%
14	Community Pool RAC Contract, Pool Maintenance	165,000	118,506	72%	200,000	121,701	61%
15	Current Park Maintenance	35,000	-	0%	-	-	
16	Project - Parks and Recreation	116,000	69,360	60%	180,000	31,881	18%
17	Project- Beautification and Public Facilities	20,000	1,376	7%	-	-	
18	Project- Pedestrian and Vehicular Safety	30,000	4,900	16%	-	-	
19	Project- Miscellaneous	14,000	25,125	179%	-	-	
20	Fire Services	50,000	50,000	100%	50,000	50,000	100%
21	Transfer Out	30,000	22,500	75%	20,000	15,000	75%
22	Professional Services	-	-		5,000	3,000	60%
23		1,198,000	817,267	68%	1,221,000	830,082	68%
24							
25	Measure A Revenues Over/Under Expenditrues	2,000	232,622		43,987	510,853	

27 General Fund							
28							
29 Revenues							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
30 Motor Vehicle In Lieu	2,400,000	1,241,648	52%	2,532,926	1,331,710	53%	
31 Sales Tax	1,111,326	841,574	76%	1,055,244	922,017	87%	
32 Property Taxes	385,250	303,117	79%	435,450	296,128	68%	
33 Franchise Fees	361,500	111,255	31%	425,760	141,133	33%	
34 Transient Occupancy Tax	52,500	28,586	54%	58,000	31,202	54%	
35 Licenses & Permits	149,500	120,825	81%	171,000	155,512	91%	
36 Rents: Solar Lease/EDF/Cottonwood/American Towers	143,692	52,333	36%	137,354	62,134	45%	
37 Fines and Penalties	44,500	41,669	94%	54,000	41,531	77%	
38 Other Agencies: CUSD/POST	157,500	25,631	16%	166,000	57,236	34%	
39 Planning Permits: Charge for Services	70,750	67,514	95%	84,350	80,315	95%	
40 Other Revenue: NTF/GTF/Realignment/PRCS	-	-		149,000	49,307	33%	
41 Overhead	1,228,595	921,447	75%	1,229,290	921,967	75%	
42 RAO and Water Transfer	130,000	130,000	100%	205,000	155,000	76%	
43 Interest & Miscellaneous & Rebates	25,000	101,720	407%	40,000	40,607	102%	
44 One Time Money	-	-		-	69,862		
45 Measure A	430,000	187,000	43%	400,000	300,000	75%	
46 Parks Grant Prop 68	-	-		200,000	-		
47 Transfer in from Insurance Fund	45,775	45,775	100%	-	-		
48 Revenue Totals	6,735,888	4,220,094	63%	7,343,374	4,655,661	63%	
49							
50 Expenditures							
51 Mayor And Council							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
52 Salaries & Benefits	-	-		-	-		
53 Services & Supplies	136,354	33,798	25%	142,953	88,851	62%	
54 Subtotal	136,354	33,798	25%	142,953	88,851	62%	
55 Transfer In Overhead	(81,812)	(61,362)		(85,772)	(64,329)		
56 Transfer In	-	-		-	-		
57 Net Expenditure to General Fund after Overhead	54,542	(27,564)	-51%	57,181	24,522	43%	
58							
59 Administrative Services							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
60 Salaries & Benefits	277,211	199,849	72%	211,612	166,890	79%	
61 Services & Supplies	38,969	17,475	45%	31,658	18,587	59%	
62 Subtotal	316,180	217,324	69%	243,270	185,477	76%	
63 Transfer In Overhead	(189,708)	(142,281)		(145,962)	(109,472)		
64 Transfer In	-	-		-	-		
65 Net Expenditure to General Fund after Overhead	126,472	75,043	59%	97,308	76,006	78%	
66							
67 City Attorney							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
68 Salaries & Benefits	-	-		-	-		
69 Services & Supplies	218,000	101,520	47%	125,000	59,304	47%	
70 Subtotal	218,000	101,520	47%	125,000	59,304	47%	
71 Transfer In Overhead	(149,000)	(63,000)		(75,000)	(56,250)		
72 Transfer In	-	-		-	-		
73 Net Expenditure to General Fund after Overhead	69,000	38,520	56%	50,000	3,054	6%	
74							
75 Finance							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
76 Salaries & Benefits	387,727	274,610	71%	354,356	299,865	85%	
77 Services & Supplies	159,293	139,139	87%	194,467	159,348	82%	
78 Subtotal	547,020	413,749	76%	548,823	459,213	84%	
79 Transfer In Overhead	(410,265)	(307,692)		(411,617)	(308,713)		
80 Transfer In	-	-		-	-		
81 Net Expenditure to General Fund after Overhead	136,755	106,057	78%	137,206	150,500	110%	
82							
83 Community Development							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
84 Salaries & Benefits	278,413	199,487	72%	248,226	168,559	68%	
85 Services & Supplies	115,803	69,976	60%	94,030	80,105	85%	
86 Capital Expense	-	-		13,000	33,252	256%	
87 Subtotal	394,216	269,463	68%	355,256	281,916	79%	
88 Transfer In Overhead	-	-		-	-		
89 Transfer In	(35,000)	(30,000)		(25,000)	(20,000)		
90 Net Expenditure to General Fund after Overhead	359,216	239,463	67%	330,256	261,916	79%	
91							
92 Capital Set Aside							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
93	18,000	-		0	0		
94 Recreation-Swimming Pool							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
95 Salaries & Benefits	-	-		-	-		
96 Services & Supplies	24,283	3,540	15%	-	-		
97 Subtotal	24,283	3,540	15%	-	-		
98 Transfer In Overhead	-	-		-	-		
99 Transfer In	-	-		-	-		
100 Net Expenditure to General Fund after Overhead	24,283	3,540	15%	-	-		
101							
102 Parks							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
103 Salaries & Benefits	168,866	127,430	75%	167,855	116,074	69%	
104 Services & Supplies	79,660	40,375	51%	82,750	60,098	73%	
105 Subtotal	248,526	167,805	68%	250,605	176,172	70%	
106 Transfer In Overhead	(111,837)	(83,880)		(125,303)	(93,977)		
107 Transfer In	-	-		-	-		
108 Net Expenditure to General Fund after Overhead	136,689	83,925	61%	125,302	82,195	66%	
109							
110 Capital Expenditure Parks Grant							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
111	200,000	-		-	-		
112 Police Department							
	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
113 Salaries & Benefits	3,704,797	2,593,949	70%	3,793,737	2,814,558	74%	
114 Services & Supplies	501,432	287,422	57%	495,177	343,172	69%	

	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%	
163							
164							
165							
166	<b>Water Fund</b>						
167	<b>Revenues</b>						
168	Water Charges	4,902,000	3,923,622	80%	5,100,000	4,098,642	80%
169	Penalties	120,000	87,678	73%	115,000	87,450	76%
170	Water Connection Fees	100	-	0%	100	725	725%
171	Interest & Rebates	82,000	61,463	75%	60,500	90,268	149%
172	Unrestricted Funds	-	-		1,000,000	-	0%
173	Revenue Totals:	5,104,100	4,072,763	80%	6,275,600	4,277,085	68%
174							
175	<b>Expenditures</b>						
176	Salaries & Benefits	626,254	434,490	69%	628,506	485,576	77%
177	Services & Supplies	1,935,892	1,113,028	57%	3,636,047	1,778,819	49%
178	Debt Service	1,266,988	395,297	31%	1,269,100	387,219	31%
179	Capital Set Aside	128,500	-	0%	152,500	-	0%
180	Transfer Out Overhead Allocation	446,144	334,611	75%	429,779	322,335	75%
181	Transfer Out	70,000	70,000	100%	5,000	5,000	100%
182	Total Expenditures	4,473,778	2,347,426	52%	6,120,932	2,978,949	49%
183							
184	Water Fund Revenue Over/Under Expenditures	630,322	1,725,337		154,668	1,298,136	
185							
186							
187	Capital Improvements Expenditure	900,000	230,332	26%	3,082,000	237,659	8%
188							
189							
190	<b>Streets Maintenance - Gas Taxes</b>						
191	<b>Revenues</b>						
192	Grants	-	-	0%	-	-	
193	GF Loan Repayment	28,208	-	0%	27,982	27,895	100%
194	Gas Tax - 2103 (Prop 42)	190,232	64,336	34%	213,710	149,945	70%
195	Gas Tax - 2105	142,855	87,597	61%	137,804	104,002	75%
196	Gas Tax - 2106	61,790	41,138	67%	61,837	47,491	77%
197	Gas Tax - 2107	177,241	104,383	59%	179,983	128,222	71%
198	Gas Tax 2107.5	5,000	5,000	100%	5,000	5,000	100%
199	Interest & Rebates	5,750	3,983	69%	6,000	34,172	570%
200	Revenue Totals	611,076	306,437	50%	632,316	496,727	79%
201							
202	<b>Expenditures</b>						
203	Salaries & Benefits	112,919	82,252	73%	114,212	74,887	66%
204	Services & Supplies	356,610	330,477	93%	500,045	162,021	32%
205	Overlay Project	-	-		-	-	
206	Curb and Gutter	-	-		12,000	-	
207	Transfer Out Overhead Allocation	141,348	106,011	75%	128,682	96,511	75%
208	Transfer Out	-	-		-	-	
209	Total Expenditures	610,877	518,740	85%	754,939	333,419	44%
210							
211	Gas Tax Revenues Over/Under Expenditures	199	(212,303)		(122,623)	163,308	
212							
213							
214	<b>SB 1 Road Maintenance &amp; Rehabilitation</b>						
215	<b>Revenues</b>						
216	Gas Tax - 2032	412,046	313,622	76%	407,799	349,739	86%
217	Interest	-	1,744		-	5,149	
218	Total Revenues	412,046	315,366	77%	407,799	354,888	87%
219							
220	<b>Expenditures</b>						
221	Slurry Seal at Dairy Project	-	-		-	-	
222	Whitley Avenue Type II Slurry Seal	175,000	145,525	83%	-	-	
223	Chip Seal Letts Avenue	192,000	-	0%	192,000	-	
224	Chip Seal Ottis Avenue	200,000	-	0%	330,000	-	
225	Chip Seal Niles Avenue	16,120	-	0%	-	-	
226	Chip Seal Dairy Avenue	36,000	-	0%	140,000	-	
227	Chip Seal Sherman Avenue	-	-		350,000	-	
228	Chip Seal Oregon Avenue	-	-		300,000	-	
229	Chip Seal Whitley Avenue	-	-		200,000	-	
230	Capital Expenses from Reserves	-	-		50,000	-	
231	Total Expenditures	619,120	145,525	24%	1,562,000	-	
232							
233	SB 1 Revenue Over/Under Expenditures	(207,074)	169,841		(1,154,201)	354,888	
234							
235							
236							

	Budget	Actuals 3/31/2019	%	Budget	Actuals 3/31/2020	%
237						
238	<b>Refuse Fund</b>					
239	<b>Revenues</b>					
240	50,000	20,649	41%	30,000	16,404	55%
241	1,827,000	1,421,527	78%	2,046,000	1,585,914	78%
242	-	1,046		-	15,522	
243	1,877,000	1,443,222	77%	2,076,000	1,617,840	78%
244						
245	<b>Expenditures</b>					
246	<b>Refuse</b>					
247	-	-		-	-	
248	1,722,264	1,145,158	66%	1,834,764	1,217,762	66%
249	194,463	145,845	75%	194,614	145,960	75%
250	-	-		-	-	
251	1,916,727	1,291,003	67%	2,029,378	1,363,722	67%
252						
253	<b>Street Sweeping</b>					
254	16,185	12,170	75%	39,736	29,496	74%
255	27,472	24,087	88%	28,726	32,597	113%
256	43,657	36,257	83%	68,462	62,093	91%
257						
258	1,960,384	1,327,260	68%	2,097,840	1,425,815	68%
259						
260	(83,384)	115,962		(21,840)	192,025	
261						
262						
263	<b>Wastewater/Sanitary Sewer Fund</b>					
264	<b>Revenues</b>					
265	1,252,000	896,083	72%	1,277,000	988,997	77%
266	220	-	0%	-	19,701	
267	10,150	9,311	92%	9,250	4,270	46%
268	1,262,370	905,394	72%	1,286,250	1,012,968	79%
269						
270						
271	<b>Expenditures</b>					
272	292,477	231,134	79%	325,611	247,148	76%
273	614,847	314,572	51%	699,117	398,268	57%
274	-	-		80,000	34,187	43%
275	40,000	150,700	377%	42,500	-	
276	177,986	133,488	75%	180,682	135,511	75%
277	-	-		-	-	
278	1,125,310	829,894	74%	1,327,910	815,114	61%
279						
280	137,060	75,500		(41,660)	197,854	
281						
282	<b>Wastewater/Storm Drain Fund</b>					
283	<b>Revenues</b>					
284	307,500	233,859	76%	310,000	235,229	76%
285	6,000	2,235	37%	5,500	12,922	235%
286	620	4,056	654%	10,000	6,176	62%
287	314,120	240,150	76%	325,500	254,326	78%
288						
289						
290	<b>Expenditures</b>					
291	71,223	55,528	78%	73,339	57,380	78%
292	83,948	38,360	46%	101,232	42,694	42%
293	-	-		230,000	64,181	28%
294	50,000	10,463	21%	50,000	-	0%
295	106,204	79,650	75%	110,422	82,817	75%
296	-	-		-	-	
297	311,375	184,001	59%	564,993	247,072	44%
298						
299	2,745	56,149		(239,493)	7,254	
300						
301						
302						
303	<b>Transit</b>					
304	<b>Revenues</b>					
305	597,329	265,574	44%	602,162	123,181	20%
306	116,000	-	0%	116,000	-	0%
307	25,000	15,370	61%	20,000	16,057	80%
308	55,000	32,567	59%	42,000	30,231	72%
309	1,000	1,436	144%	2,500	1,354	54%
310	1,000	-	0%	1,000	1,293	129%
311	-	-		15,000	-	0%
312	7,000	10,375	148%	15,000	13,551	90%
313	3,300	3,200	97%	10,000	3,800	38%
314	1,000	6,981	698%	5,000	1,026	21%
315	806,629	335,503	42%	828,662	190,493	23%
316						
317	<b>Expenditures</b>					
318	428,051	326,008	76%	458,425	346,591	76%
319	256,337	192,999	75%	271,861	148,762	55%
320	-	-		-	8,661	
321	162,450	121,833	75%	185,111	138,833	75%
322	846,838	640,840	76%	915,397	642,847	70%
323						
324	(40,209)	(305,337)		(86,735)	(452,354)	
325						
326	95,448	65,376		153,085	-	
327	95,448	51,865		100,000	-	
328	-	13,511		53,085	-	

**PUBLIC HEARING  
ITEM # 5-A**

**TO:** Corcoran City Council  
**FROM:** Kevin J. Tromborg, Community Development Director  
**DATE:** April 09, 2020 **MEETING DATE:** April 14, 2020  
**SUBJECT:** Second Public Hearing to obtain comments regarding Unmet Transit Needs.

---

**Recommendation: Voice Vote**

Staff recommends that the City Council review comments from the public and staff from both Public Hearing (March 10, 2020 and April 14, 2020) and adopt Resolution No. 3020 with one of the following findings:

1. There are no unmet transit needs.
2. There are no unmet transit needs that are reasonable to meet.
3. There are unmet transit needs, including needs that are reasonable to meet.

**Discussion:**

At the regular City Council meeting held on March 10, 2020 the first of two (2) public hearings was held regarding Unmet Transit Needs (UMTN). This is the second of two required public hearings mandated by the State of California regarding UMTN. These public hearings allow the opportunity for public input on whether or not there are transit needs in the community that are reasonable to meet and are not being met by our existing service. At the conclusion of the hearing on April 14, 2020, the Council will be requested to adopt a Resolution with one of the above-listed findings.

The California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC). When claims are received for LTF money for purposes not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the following items must be considered first:

- a) Low mobility person's transit needs
- b) Adequate accessible public transit service is available in the jurisdictions of each claimant

At this time, staff is unaware of any unmet transit needs in the community. The City always has forms available for comment for the users of this service and for the community to notify us of any needs not being met. Unless new issues are raised during the hearing, staff would recommend the adoption of a resolution on April 14, 2020 indicating there are no unmet transit needs.

**Budget Impact:**

There is the potential for additional funds to be available for streets and roads maintenance activities in the City of Corcoran.

**Attachment:**

Resolution No. 3020

**RESOLUTION NO. 3020**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN FINDING  
NO UNMET TRANSIT NEEDS AND MAKING A CLAIM FOR LOCAL  
TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS**

**WHEREAS**, the California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC); and

**WHEREAS**, when claims are received for LTF money for purposes not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the TPC shall insure that:

- a) Low mobility person's transit needs have been considered,
- b) Adequate accessible public transit service is available in the jurisdictions of each claimant has been considered,
- c) Alternative transit services have been considered; and

**WHEREAS**, pursuant to Public Utilities Code, Section 99238.5, the City of Corcoran held a duty noticed public hearing on March 10, 2020 and April 14, 2020 for the purpose of soliciting comments on the unmet transit needs that may exist within the City of Corcoran transit service area and that may be reasonable to meet by establishing or contracting for new public transportation services or specialized transportation services or by expanding existing services; and

**WHEREAS**, at said public hearing, testimony was provided concerning; and

**WHEREAS**, that based on a review of transit services being provided, the testimony received, recent transit studies, and a review of the Regional Transportation Plan which addresses the needs for transit services:

**NOW, THEREFORE, BE IT RESOLVED**, that there are no unmet Transit needs within the jurisdictions of the City of Corcoran that are reasonable to meet

**BE IT FURTHER RESOLVED**, that after consideration of all available information compiled pursuant to Public Utilities Code, Section 99401.5(a), (b), and (c), that the City Council of the City of Corcoran finds that there are no unmet transit needs that are reasonable to meet. That the City of Corcoran City Manager is authorized to execute and file all claims or any other document required by the Department. That the City of Corcoran City Manager is authorized to provide additional information as the Department may require in connection with the application and is authorized to submit and approve requests for reimbursement of funds from the Department.

City of

# CORCORAN

Public Works Department

FOUNDED 1914

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

MEMO

**TO:** Corcoran City Council

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

**DATE:** March 24, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** Approve Resolution No. 3019 adopting the City of Corcoran 2019-2020 SB1 project list.

**Recommendation:**

Approve Resolution No. 3019 adopting the City of Corcoran SB1 projects funded by the Road Repair and Accountability Act.

**Discussion:**

The City will receive an estimated \$468,639 from the Road Repair and Accountability Act and will use the funds to repair various City roads.

**Budget Impact:**

N/A

**Attachments:**

Resolution No. 3019

**RESOLUTION NO. 3019**

**RESOLUTION TO ADOPT A LIST OF PROJECTS FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive and estimated \$468,639 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate sections of Whitley Avenue, Letts Avenue, Oregon Avenue, Sherman Avenue and Dairy Avenue throughout the City this year and hundreds of similar projects into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "at-risk, or poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

**WHEREAS**, the average motorist pays more than \$700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and

**WHEREAS**, without revenue from SB 1, the City, would have otherwise been deferring projects throughout the community; and

**WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Corcoran, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City of Corcoran is adopting the following list of projects planned to be funded in fiscal year 2020-21 with Road Maintenance and Rehabilitation Account revenues:

**Project:** Chip Seal Letts Avenue  
**Description:** Letts Avenue: Sherman to Oregon, Chip Seal, update striping and signing  
**Location:** Letts Avenue: Sherman to Oregon,  
**Useful Life:** 5 to 10 years  
**Project Starts:** July 1, 2020  
**Project Completion:** June 30, 2021  
**Estimate Cost:** \$192,000

**Project:** Chip Seal Sherman Avenue  
**Description:** Sherman Avenue: Dairy Ave to 7th Avenue, Chip Seal, update striping & signing  
**Location:** Sherman Avenue: Dairy Avenue to 7th Avenue  
**Useful Life:** 5 to 10 years  
**Project Starts:** July 1, 2020  
**Project Completion:** June 30, 2021  
**Estimate Cost:** \$200,000

**Project:** Slurry Seal Sherman Avenue  
**Description:** Sherman Avenue: Flory Avenue to Dairy Avenue, Slurry Seal, update striping and signing  
**Location:** Sherman Avenue: Flory Avenue to Dairy Avenue  
**Useful Life:** 5 to 10 years  
**Project Starts:** July 1, 2020  
**Project Completion:** June 30, 2021  
**Estimate Cost:** \$150,000

**Project:** Slurry Seal Dairy Avenue  
**Description:** Dairy Avenue: Whitley Avenue to Oregon Avenue, Slurry Seal, update striping and signing  
**Location:** Dairy Avenue: Whitley Avenue to Oregon Avenue  
**Useful Life:** 5 to 10 years  
**Project Starts:** July 1, 2020  
**Project Completion:** June 30, 2021  
**Estimate Cost:** \$140,000

**Project:** Chip Seal Oregon Avenue  
**Description:** Oregon Avenue: King Avenue to Dairy Avenue, Chip Seal, update striping and signing  
**Location:** Oregon Avenue: King Avenue to Dairy Avenue  
**Useful Life:** 5 to 10 years  
**Project Starts:** July 1, 2020

**Project Completion: June 30, 2021**

**Estimate Cost: \$300,000**

**Project: Chip Seal Whitley Avenue**

**Description: Whitley Avenue: Dairy Avenue to 6 1/2 Avenue, Chip Seal, update striping and signing**

**Location: Whitley Avenue: Dairy Avenue to 6 1/2 Avenue**

**Useful Life: 5 to 10 years**

**Project Starts: July 1, 2020**

**Project Completion: June 30, 2021**

**Estimate Cost: \$200,000**

**Project: Chip Seal Otis Avenue**

**Description: Otis Avenue: Orange Avenue to Sherman Avenue, Chip Seal, update striping and signing**

**Location: Otis Avenue: Orange Avenue to Sherman Avenue**

**Useful Life: 5 to 10 years**

**Project Starts: July 1, 2020**

**Project Completion: June 30, 2021**

**Estimate Cost: \$330,000**

**Project: Chip Seal Otis Avenue**

**Description: Whitley Avenue: Otis Avenue to City Limits, Chip Seal, update striping and signing**

**Location: Whitley Avenue: Otis Avenue to City Limits**

**Useful Life: 5 to 10 years**

**Project Starts: July 1, 2020**

**Project Completion: June 30, 2021**

**Estimate Cost: \$110,000**

**PASSED AND ADOPTED** by the City Council of the City of Corcoran, State of California this 14th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Sidonio "Sid" Palmerin, Mayor

ATTEST: \_\_\_\_\_

Marlene Lopez, City Clerk

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

**MEMORANDUM**

**TO:** City Council

**FROM:** Kevin J. Tromborg: Community Development Director/Transit Director

**DATE:** April 9, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** City Council review of Planning Commissions Public Hearing and recommendation of approval of Initial Study Negative Declaration 20-01 (ISND) regarding the City's Community Development Block Grant (CDBG) application for sewer and water line replacements and water quality improvements to well 8C.

**Recommendation:** Staff recommends approval of Planning Commissions Resolution 2020-10 regarding Initial Study Negative Declaration 20-01 (ISND)

**Discussion:** At the regular Planning Commission Meeting held on April 13, 2020 the Planning Commission under a Public Hearing reviewed and recommended to the City Council approval of Initial Study Negative Declaration 20-01. The ISND is in reference to a project that includes sewer and water line replacement and water quality improvements to well 8C. CDBG requires Environmental review on project as part of the application process. Staff determined that an ISND would need to be completed and approved. Attached for your review is a copy of the ISND, The staff report from the April 13, 2020 Planning Commission meeting. The Planning Commission resolution 2020-10 and the signed minutes will be sent by e-mail and will be available to those that do attend the meeting in person.

**Budget Impact:** CDBG will fund the project. This will not have an effect on the General fund.

**Attachments:**

1. Initial Study Negative Declaration
2. Planning Commission Staff Report
3. Planning Commission Resolution 2020-10 (to be sent by e-mail)
4. Planning Commission Minutes (to be sent by e-mail)

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT**

**ITEM #: 7-B**

**MEMORANDUM**

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**Attachments:**

1. Initial Study Negative Declaration
2. Planning Commission Staff Report
3. Planning Commission Resolution 2020-10 (to be sent by e-mail)
4. Planning Commission Minutes (to be sent by e-mail)

**EVALUATION OF ENVIRONMENTAL IMPACTS  
INITIAL STUDY**

**Project Information**

- |  |  |
|--|--|
| <b>1. Project Title</b>                      | Sewer and Water Line Replacements and Corcoran Well 8C Water Quality Improvements  |
| <b>2. Lead Agency Name and Address</b>       | City of Corcoran<br>832 Whitley Ave Corcoran, CA 93212   |
| <b>3. Contact Person and Phone Number</b>    | Kevin Tromborg, Community Development Director<br>(559) 992-2151 ext. 232  |
| <b>4. Project Location</b>                   | Multiple segments in Corcoran's downtown area  |
| Sewer and Water Line Replacements            |  |
| Water Well Improvements                      | 36.134573, -119.558680<br>(South of Nevada Ave between 5 ½ Ave and 5 <sup>th</sup> Ave)  |
| <b>5. Project Sponsor's Name and Address</b> | City of Corcoran<br>832 Whitley Ave Corcoran, CA 93212   |
| <b>6. General Plan Designation</b>           | CD – Downtown Commercial<br>RM2 – Multi-Family Commercial<br>RCO – Resource Conservation and Open Space  |
| <b>7. Zoning</b>                             |  |
| Sewer and Water Line Replacements            | CD – Downtown Commercial<br>RM2 – Multi-Family Residential   |
| Water Well Improvements                      | RCO – Resource Conservation and Open Space   |
| <b>8. Description of Project</b>             | This project intends to replace and upsize deteriorating and aging sewer and water lines in the downtown area. Additionally, several exploratory wells around the existing well will be drilled to identify the best location to drill a new drinking water well.  |
| <b>9. Surrounding Land Uses and Setting</b>  | The surrounding land uses in the downtown area include Professional Offices and Parks to the north of Whitley Ave and Multi-Family Residential to the south of Whitley Ave. Well #8C will be located within a Resource Conservation and Open Space land use and is bordered by agricultural land to the south. |

CITY OFFICES:

## EVALUATION OF ENVIRONMENTAL IMPACT FACTORS

### I. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion of Impacts:

- a-d) **No Impact.** This project is not located within a designated scenic route nor are there scenic vistas within the vicinity of the project limits. The project area is in an already developed area and will not be disturbing scenic resources. When this project is complete, the project area will be returned to pre-project conditions, as such, the existing visual character and quality of the site and its surroundings will not be degraded. This project will not result in a new source of light or glare that could have adverse effect on day or nighttime views in the area.

**III. AIR QUALITY**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion of Impacts:**

a-e) **Less Than Significant Impact.** Air Quality impacts from this project are generally limited to emissions generated during the construction phase, which includes the excavation of existing sewer and water lines, backfilling of dug out trenches once work is complete, and drilling a new well. Once construction activities are complete, this project will not result in an increase of any criteria pollutant because additional traffic will not be generated as a result of this project. This project is not intended to increase the number of housing units available or to create new business establishments. There were no concerns identified of this project potentially violating existing San Joaquin Valley Air Pollution Control District pollutant concentration thresholds.

species. The project site is not subject to a Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan. The entirety of the project will occur within the City of Corcoran, where parcels are landscaped and partially developed with residences, precluding the establishment of habitat attractive to special-status species.

**V. CULTURAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a-d) **No Impact.** This project will not cause a substantial adverse change to cultural resources, as none have been previously identified to be located within the project area.

is not located in an area with soils which exhibit moderately high to high expansion potential. A review of the Department of Conservation's Web Soil Survey indicates that the project site contains primarily lakeside loam soil, with a small percentage considered to be "homeland fine sandy loam." The loam soils are partially drained. The low clay percentage precludes a site-specific risk of substantial hazards due to expansive soils.

**VII. GREENHOUSE GAS EMISSIONS**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion of Impacts:**

a-b) **Less Than Significant Impact.** The majority of Greenhouse Gas Emissions from this project will occur during the construction phase, when a number of work vehicles and employee automobiles may be present on the site. Once completed, the water and sewer lines will not emit Greenhouse Gases. The new well pump will be powered by the City's existing power grid, contributing only a relatively small portion to overall greenhouse gases released during the operation of the well pump. This project will not conflict any plan, policy or regulation aimed at reduction greenhouse gas emission because once this project has been completed, only the well pump will have the potential to contribute to greenhouse gases; however, the well pump will be of such a size that its contribution to greenhouse gases will be less than significant.

**Discussion of Impacts:**

- a) **No Impact.** The project site was not previously used for hazardous material storage, disposal, nor has it been contaminated with hazardous waste. No hazardous materials or waste would need to be transported or disposed of as a result of this project.
- b-c, g) **Less than Significant Impact.** During the construction phase of the project, small amounts of hazardous materials in the form of fuel and solvents would be required to be used; however, use of these materials will be limited to the construction phase only. The contractor will be required to comply with all applicable local, state, and federal standards pertaining to the proper handling and usage of any hazardous material used at the project site. The nearest school is Corcoran High School, located within approximately one-quarter mile of the work area for the sewer and water line replacement. The hazardous materials to be used on the project site will be kept to a minimum and contractor employees will be trained on proper handling procedures. This will ensure that impacts will be less than significant. Impacts of this project to emergency responses or evacuation plans will be minimized by requiring the contractor to provide a construction schedule to emergency response agencies and by providing adequate traffic control at any time there is work being done in the public right of way. Thereby having a less than significant impact on emergency responses or evacuation plans.
- d-f, h) **No Impact.** The project site is not located on a site that has been included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The project is not located within an airport land use plan. The Corcoran airport is in an unincorporated area on the western edge of the city, while the project site is on the east central and northernmost part of the city and is well outside the airport land use compatibility boundaries. The private airstrip located on the southeastern part of the city would not pose a safety hazard for people working in the project area because the approaching and departing flightpath of any potential aircraft is facing in a direction away from the project area. The project site is located within the City of Corcoran, and thus there is minimal risk of loss, injury or death due to wildland fires.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a-j) **No Impact.** This project is not hydrologically connected to any streams impaired for sediment and siltation. Although part of this project involves the installation of a new drinking water well, it is not anticipated that this will result in a substantial increase in the depletion of groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a significant lowering of the local groundwater table level. The existing well will be decommissioned and the new well will take its place. This project will not result in an increase in the amount of surface runoff because once the construction phase is complete, pre-project conditions will be restored. No housing structures will be built as part of this project and, according to the FEMA Flood Map Service, the project site is an area of minimal flood hazard, thus the risk of placing or exposing housing, people, or structures within a 100-year flood hazard area is nonexistent. The project site is not at risk of inundation by seiche, tsunami, or mudflow.

**X. LAND USE AND PLANNING**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural communities' conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XII. NOISE**

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a-b, d) **Less than Significant.** Construction activities can be reasonably anticipated to temporarily exceed the exterior noise level standard of 65 dB Ldn as described in the City of Corcoran General Plan's Noise Element; however, these impacts can be considered less than significant. The machinery anticipated to be operated in the project would generate levels of noise similar to other vehicles that normally traverse the City; such as, large delivery vehicles, garbage trucks, vehicles outfitted with loud exhaust devices, etc. Construction-related groundborne vibration resulting from the movement of heavy equipment within the construction area would be temporary and localized. There will be no pile driving operations or

**XIII. POPULATION AND HOUSING**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a-c) **No Impact.** This project is not expected to induce population growth within the vicinity of the project area once completed because the purpose of the work is to maintain the current levels of service of the existing water and sewer infrastructure for the existing residents and developments. The water and sewer infrastructure will not be extended to any new regions within the City. Likewise, the improvement of Well #8 is intended to ensure the City can continue to provide adequate amounts of drinking water to its current residents and ensure the quality of the water. Individuals are not anticipated to be displaced as a result of this project because the work being done in the downtown area will occur in the alleyways and structures will not be affected by the construction work. The work required in improving the water well will occur within the existing footprint of the current water well. There are no housing or commercial developments near the water well location that could potentially be displaced as a result of this project. Replacement housing is not anticipated as a result of this project.

**XV. RECREATION**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a-b) **No Impact.** This project is intended to replace existing infrastructure in need of repair, and thus would not result in an increase in the use of neighborhood parks and other recreational facilities in the City. Furthermore, there are no recreational facilities needing to be construction as a result of proceeding with this project.

**XVI. TRANSPORTATION/TRAFFIC**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVII. TRIBAL CULTURAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p>				
<p>i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a i-ii) **No Impact.** The project does not contain any listed or eligible historical resources.

**XIX. MANDATORY FINDINGS OF SIGNIFICANCE**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion of Impacts:**

a-c) **No Impact.** The project area is within the City of Corcoran city limits, an area where endangered species or species of special interest do not exist and where the possibility of uncovering tribal and/or cultural artifacts is low, the scope of this project is generally limited to excavation of ground which has been previously disturbed by existing residential development. Emissions related to the project (solid, water, and air) will be limited to the construction phase. This project in its totality does not present a cumulatively considerable impact and is not expected to have environmental effects that will cause substantial adverse effects on human beings.

**Chairperson**  
Shea DeVaney

**Vice-Chairperson**  
Karl Kassner

**Commissioners**  
David Bega  
Vicente Carrasco  
Sanchez  
David Jarvis  
Dennis Tristao  
Janet Watkins

## ***Planning Commission***



**Community  
Development  
Department**

(559) 992-2151  
FAX (559) 992-2348

**832 Whitley Avenue, Corcoran**  
**CALIFORNIA 93212**

### **PUBLIC HEARING**

**Staff Report**

**Item #** 4.1

**To:** Planning Commission

**From:** Kevin J. Tromborg, Community Development Director, Planner, Building Official.

**Date:** April 13, 2020

**Subject:** **Evaluation and recommendation of approval to the Corcoran City Council regarding Initial Study and Negative Declaration 20-01**

#### **A. General Information:**

<b>1.</b>	<b>Owner:</b>	City of Corcoran 832 Whitley Avenue Corcoran Ca 93212
<b>2.</b>	<b>Applicant:</b>	City of Corcoran
<b>3.</b>	<b>Site Location:</b>	City wide
<b>4.</b>	<b>Property Description:</b>	City Wide
<b>5.</b>	<b>Site Area:</b>	N/A
<b>6.</b>	<b>General Plan Designation:</b>	N/A
<b>7.</b>	<b>Current Zone Classification:</b>	N/A
<b>8.</b>	<b>Existing Use:</b>	City sewer and water systems
<b>9.</b>	<b>Proposed Use:</b>	City sewer and water systems

**F. Comments from Other Agencies/Departments:**

Referrals were made to City Departments and other agencies and comments have been incorporated in this report.

**G. RECOMMENDATION:**

Staff recommends that the staff report be given, public hearing be opened, testimony taken, and the Planning Commission take action based on the following findings and on the attached Resolution recommending the City Council approve.

**H. FINDINGS**

**The following findings are proposed:**

- (A) The project(s) are not exempt is exempt under CEQA
- (B) An Initial Study Negative Declaration was prepared
- (C) The Initial Study and Negative Declaration found that the proposed project(s) could not Have a significant effect on the environment.
- (D) That the proposed project(s) will have no adverse effects upon adjoining or other properties in the vicinity.
- (E) That the proposed project(s) is consistent with the objectives and policies of the Corcoran General Plan, or any specific plan approved by the City.

**CORCORAN CITY PLANNING COMMISSION  
RESOLUTION NO. 2020-10  
PERTAINING TO  
INITIAL STUDY NEGATIVE DECLARATION 20-01**

At a meeting of the Planning Commission of the City of Corcoran duly called and held on April 13, 2020, the Commission approved the following:

**Whereas**, The City of Corcoran, submitted an application requesting approval of Initial Study Negative Declaration 20-01 regarding a project for sewer and water line replacement and water quality improvements to well 8C; and

**Whereas**, this Commission considered the staff report on April 13, 2020; and

**Whereas**, The Commission considered the staff report and Initial Study Negative Declaration; and

**Whereas**, the Planning Commission has made the following findings pursuant to the City of Corcoran Zoning Ordinance;

- (A) The project(s) are not exempt from CEQA requirements
- (B) An Initial Study Negative Declaration was prepared
- (C) The Initial Study Negative Declaration found that the proposed project(s) could not have a Significant effect on the environment.
- (D) That the proposed use is consistent with the objectives and the policies of the Corcoran General Plan, or any specific plans, area plans, or planned development approved by the City;

**IT IS THEREFORE RESOLVED** that Initial Study Negative Declaration 20-01 should be approved with findings, and that the finding and resolution be forwarded to the Corcoran City Council for final approval .

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted this 13th, day of April 2020

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**Shea DeVaney, Planning Commission Chairman**

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**Kevin J. Tromborg, Community Development Director**

**Kevin J Tromborg**  
**Community Development**  
**Director/Building Official/Planner**  
kevin.tromborg@cityofcorcoran.com



**832 Whitley Ave**  
**Corcoran, CA. 93212**  
**(559) 992-2151 Ext. 232**

MEMORANDUM

TO:

<input type="checkbox"/> City Manager	<input type="checkbox"/> Kings County Planning Office
<input type="checkbox"/> Finance Director	<input type="checkbox"/> Corcoran Irrigation District
<input type="checkbox"/> Community Development Director	<input type="checkbox"/> The Gas Company
<input type="checkbox"/> PG&E	<input type="checkbox"/> Applicant Engineer
<input type="checkbox"/> Property Owner	<input type="checkbox"/> Comcast
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Frontier
<input type="checkbox"/> Police Chief	<input type="checkbox"/> Kings County Appraisal Department
<input type="checkbox"/> Public Works Director	<input type="checkbox"/> SRR Tachi Tribe
<input type="checkbox"/> City Engineer	<input type="checkbox"/> Postmaster
<input type="checkbox"/> Kings County Environmental Health	<input type="checkbox"/> Corcoran Unified School
<input type="checkbox"/> Fire Marshall	<input type="checkbox"/> SJVAPCD

**DATE:** March 26, 2020

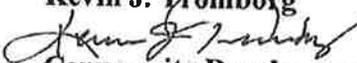
**FROM:** Kevin J. Tromborg: Community Development Director

**SUBJECT:** Planning Project Identification # ND 20-01

The City of Corcoran has submitted an application for an evaluation of Environmental impacts initial study and Negative Declaration regarding a project for sewer and water line replacement and water quality improvements to well 8C. The project planning identification: (ND 20-01)

The City has determined that this project is not exempt from the California Environmental Quality Act (CEQA) and an Initial Study Negative Declaration has been prepared and submitted for review and comments.

**ALL COMMENTS MUST BE RECEIVED BY APRIL 11, 2020 IN ORDER TO BE CONSIDERED DURING THIS REVIEW PROCESS.**

Kevin J. Tromborg  
  
Community Development Director

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

**MEMO**

**TO: Corcoran City Council**

**FROM: Kindon Meik, City Manager**

**DATE: April 8, 2020**

**MEETING DATE: April 14, 2020**

**SUBJECT: Approve Measure A projects for the 2019-2020 fiscal year.**

**Recommendation:**

Approve Measure A projects for the 2019-2020 fiscal year.

**Discussion:**

At the May 14, 2019 city council meeting, the City Council authorized the use of \$150,000 of Measure A funds to be used in conjunction with Prop 68 monies for a splash pad. Regrettably, Prop 68 funds have not been allocated to local jurisdictions therefore delaying the splash pad project.

Based on budget projections for the fiscal year, approximately \$180,000 to \$200,000 will be available for projects.

At the February 25, 2020 meeting, the City Council identified a list of possible projects that could be done this year in lieu of the splash pad. The list of projects of projects with estimated costs is attached.

**Budget Impact:**

All projects will be funded from Measure A revenues.

**Attachments:**

- Summary of proposed Measure A projects for 2019-2020 fiscal year.

**City Offices**

# MEASURE A PROJECTS

Proposed FY 19/20

Actual 19/20

<u>Parks and Recreation:</u>		
• Cesar Chavez Park		
○ Playground equipment		
○ Cameras		
○ Refurbish Cesar Chavez sign		
○ Rod iron fencing along Oregon Ave.		
○ Sidewalk repair		
○ Level field/add t-ball backstops		
○ Entrance		
○ Drinking fountain	\$5,000	
• Community pool		
○ Roof repair		
○ Bathroom/locker room repairs		
○ Paint pool building		
○ Concrete/tile improvements (paid for from Measure A pool)		
• Father Stephen Wyatt Park		
○ Cameras		
○ Replace T-ball backstop		
• Civic Park		
• John Maroot Park		
○ Cameras		
○ Signage	\$5,000	
• Burnham Smith Park		
○ Sidewalk repair		
○ Playground equipment (grant match)		
○ New drinking fountains		
○ Splash pad		
○ Tree removal	\$1,500	
○ Sidewalk extension around playground	\$5,500	
• Corcoran Community Park/J.G. Boswell Park		
○ Paint light poles	\$7,500	
• Centex Homes Storm Drain Basin Park (Oregon Ave.)		
○ Basketball court (half court)	\$17,500	
• Repair and add BBQ facilities at parks		
• New trash cans at City parks (paid by community organizations)		

**MEASURE A PROJECTS (continued)**

Proposed FY 19/20

Actual 19/20

<u>Beautification and Public Facilities:</u>		
• Hwy 43 roundabout		
○ Landscaping	\$8,000	
○ Monument	\$12,000	
• Improvements and amenities at Senior Center (paid by community organizations)		
• Replace American flags for downtown		
• Improvements to City Council chambers		
○ Audio system upgrades		
○ Video system upgrades		
○ Flooring, furniture, lighting	\$25,000	
• Landscaping/beautification Hwy 43 and Santa Fe	\$5,000	
• Lighted trees in downtown		
• Downtown Audio		
• Vet's Hall Building		
○ Flooring	\$50,000	
○ Interior/exterior paint	\$15,000	
• Trim downtown trees	\$4,500	
• Downtown fountain near city hall (repair)	\$1,000	
• Trim palm trees on Otis Ave.	\$5,000	
<u>Pedestrian and Vehicular Safety:</u>		
• Sidewalk projects:		
○ Repair raised sidewalks		
• Lighted crossing signs - Whitley Ave (Family Dollar/RAC)		
• Decorative medians/turn lanes at Whitley and Dairy		
• Street lights on Whitley (west of Dairy - park area)	\$25,000	
• Cemetery overflow parking	\$7,500	
<u>Miscellaneous:</u>		
• Update City logo/branding		
• Upgrade City website		
• Bird Control	\$3,000	\$3,000
• 100th Christmas Tree Celebration (sponsorship and tents)	\$14,680	\$14,680
• Up With People Community Event		
<b>TOTAL</b>	<b>\$217,680</b>	<b>\$17,680</b>

**STAFF REPORT**

**ITEM #: 7-D**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Kindon Meik, City Manager

**DATE:** April 8, 2020

**MEETING DATE:** April 14, 2020

**SUBJECT:** Resolution No. 3022 authorizing the sale of an abandoned section of Brokaw Avenue to Adventist Health Reedley

**Recommendation:**

Approve Resolution No. 3022 authorizing the sale of an abandoned section of Brokaw Avenue (APN 030-153-009) to Adventist Health Reedley and authorize the City Manager to sign the purchase and sale agreement.

**Discussion:**

In February 2009 the City Council approved Resolution No. 2422 vacating (abandoning) a section of Brokaw Avenue situated between Hale Avenue and Van Dorsten Avenue and authorized the transfer of the property to the Corcoran District Hospital (CDH). The land was to be used for the intended expansion of the hospital.

In 2013, with the closure of the hospital the abandoned section of Brokaw was returned to the City. Subsequently, the hospital other assets were sold to Adventist Health.

Adventist Health is now interested in purchasing the abandoned section of Brokaw Avenue for \$165,000.

The City Attorney was involved in the review and revisions of the agreement and has indicated that it is ready for Council consideration.

**Budget Impact:**

Funds received from the sale of the property will be allocated to the General Fund.

**Attachments:**

- Resolution No. 3022
- Purchase and sale agreement.

**RESOLUTION NO. 3022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
APPROVING THE SALE OF PROPERTY 030-153-009**

**WHEREAS**, a section of Brokaw Avenue between Hale Avenue and Van Dorsten Avenue was vacated and removed as a public road in 2009; and

**WHEREAS**, the parcel is of interest to Adventist Health of Reedley for future development; and,

**WHEREAS**, the City has received an offer to purchase the parcel from Adventist Health of Reedley; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby finds, determines, resolves and orders as follows:

1. The City does not plan to use the parcel now or in the future as a public road.
2. The City of Corcoran received an offer from Adventist Health of Reedley to purchase parcel 030-153-009 for \$165,000.
3. The sale of the parcel indicates the support of the City of Corcoran for development in the community.
4. The City Manager is authorized to sign any and all documents related to the sale of the parcel.

**PASSED, APPROVED, AND ADOPTED** by the City Council at a regular meeting this 14<sup>th</sup> day of April 2020 by the following vote:

**AYES:** Members:

**NOES:** Members:

**ABSENT:** Members:

**ABSTAIN:** Members:

**APPROVED:**

\_\_\_\_\_  
Sidonio "Sid" Palmerin, Mayor

**ATTEST:**

\_\_\_\_\_  
Marlene Spain, City Clerk

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement"), dated \_\_\_\_\_, 2020, for reference purposes only, is by and between The City of Corcoran, a municipal corporation ("Seller"), and Adventist Health Reedley, a California nonprofit religious corporation and/or its nominee or assignee ("Buyer"). The "Effective Date" of this Agreement shall be the first date upon which both Seller and Buyer have executed this Agreement.

### RECITALS

A. Seller owns a fee simple interest in approximately \_\_\_\_\_ sq. ft. of vacant land in the City of Corcoran as shown on Exhibit A attached hereto, with an APN# of 030-153-009-000 (the "Real Property").

B. Seller now desires to sell to Buyer and Buyer now desires to purchase from Seller, the Property (defined below), together with all rights appurtenant thereto, on the terms and conditions set forth in this Agreement.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Agreement, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase Terms.**

(a) **Purchase and Sale; Purchase Price.** Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property for a cash purchase price of One Hundred and Sixty-Five Thousand Dollars (\$165,000) (the "Purchase Price"). As used in this Agreement, the term 'Property' shall mean: (a) the Real Property, provided that the boundaries, configuration and exact size of the land and the improvements comprising same shall be determined pursuant to an ALTA survey to be procured and paid for by Buyer, (b) all improvements and fixtures affixed to the Real Property, (c) all of Seller's rights, privileges, and hereditaments and easements appurtenant to the Real Property including, without limitation, all minerals, oil, gas and other hydrocarbon substances in, on or under the Real Property, and all air rights, water and water rights that it may have but is unaware of containing (collectively, the "Appurtenances"), (d) any personal property, machinery, apparatus and equipment owned by Seller and which Buyer and Seller agree is to be included with the sale of the Real Property, and (e) any and all of Seller's right, title and interest in and to (i) all permits, licenses, approvals, development agreements, entitlements and authorizations issued by any governmental or quasi-governmental authority to the extent applicable to the Property, (ii) all plans and specifications relating to the Property including, without limitation any architectural plans and drawings, and (iii) any prepaid credits, deposits and prepaid fees to the extent applicable to the Property that it may have but is not known by Seller (the property described in this Section (f) being hereinafter referred to collectively as the "Intangibles").

(a)(b) Deposit.

(i) Initial Deposit. Within five (5) business days after the Effective Date, Buyer shall deposit with Escrow Holder immediately available funds in the amount of Five Thousand Dollars (\$5,000) (the "Deposit").

The Deposit, including all interest earned (if any) on while in Escrow (as defined below), may be referred to herein collectively as the "Deposit." Escrow Holder shall hold the Deposit in Escrow until the Closing (as defined below) or earlier termination of this Agreement, as applicable. At Buyer's election, the Deposit shall be placed by Escrow Holder in an interest-bearing account with interest accruing for the benefit of Buyer. In the event Buyer defaults in its obligation to make the Deposit as provided in this Section 1(b), Seller may terminate this Agreement, in its sole discretion, and, except as otherwise provided herein, if terminated by Seller, the parties shall have no further rights or obligations hereunder. Upon Buyer's approval of the Property in accordance with Section 2(d) below, the Deposit shall become nonrefundable to Buyer; provided however, that if the closing of the purchase and sale transaction contemplated by this Agreement does not occur due to a material default by Seller under this Agreement or the failure of a Buyer's Condition Precedent (as defined below) to close Escrow under Section 4 below, the Deposit shall be released to Buyer in accordance with Section 5(b) below. The Deposit shall be credited against the Purchase Price at the Closing.

(b)(c) Closing Payment. At the Closing, Buyer shall pay to Seller in immediately available funds the amount equal to the sum of the following amounts (the "Closing Payment"): the Purchase Price less the Deposit as adjusted by the Closing proration made through Escrow as herein provided.

2. **Buyer's Inspection and Approval of Property; Title Review.**

(a) Right of Entry; Insurance; Indemnity. During the Due Diligence Period (defined in Section 2(d) below), Buyer, through its employees, agents and consultants shall be entitled to enter the Property at reasonable times and upon reasonable notice to Seller to conduct such examinations, inspections or tests of the Property as Buyer deems appropriate at Buyer's sole cost and expense, including any investigations and testing of the physical and environmental condition of the Property. Buyer has the right to conduct reasonably necessary soil, groundwater, and other invasive testing; provided however, the conduct of Buyer's employees, agents and consultants upon the Property shall not unreasonably disrupt Seller's use of the Property at any time, and Buyer shall promptly repair any damage caused to the Property as a result of Buyer's entry thereon and shall restore the Property after any such entry to its condition at the time immediately preceding such entry by Buyer. During Escrow, Buyer's self-insured reserves for its commercial general liability coverages shall include an amount not less than Two Million Dollars (\$2,000,000) to insure Buyer's activities on the Property in accordance with the terms of Buyer's self-insurance program. Buyer shall indemnify, defend and hold harmless Seller from and against any and all obligations, liabilities, liens and mechanic's liens, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) to the extent caused by any entry, examinations, inspections, tests or restoration conducted by Buyer of the Property, and such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable.

(b) Seller's Property Documents. Within ten business days after the Effective Date, Seller shall make a reasonable effort to search and make available to Buyer copies of all information, documents and materials in Seller's possession or control relating to the condition or use of the Property (collectively, the "Property Documents"). However, Buyer acknowledges and agrees that Seller is not obligated to provide any documents or other materials that constitute any communications between Seller and its counsel, including attorney-client privileged or work product material.

(c) Condition of Title; Buyer's Title Policy. Within ten calendar days following the opening of Escrow (defined below), Buyer solely responsible and shall cause Escrow Holder to deliver to it a current title report for the Property (the "Title Report"), together with copies of all documents referred to therein as exceptions. A copy of same shall be provided by Escrow Holder to Seller. Buyer shall have the right to object in writing to any title matters that are not Permitted Exceptions which are disclosed in the Title Report (with all such matters for which Buyer has a right to object herein collectively called "Liens") no later than ten days before the expiration of the Due Diligence Period. All such Liens which are timely objected to by Buyer shall be herein collectively called the "Title Objections." Seller, in its sole and absolute discretion, may elect (but shall not be obligated) to remove or cause to be removed at its expense. Seller shall notify Buyer in writing within seven days after receipt of Buyer's notice of Title Objections, whether Seller elects to remove the same. The term "Permitted Exceptions" shall mean all real estate tax and assessment liens for the Property due but not yet payable appearing on the Title Report and all Liens appearing on the Title Report with are not included in Buyer's Title Objections. If Seller is unable or unwilling to remove any Title Objections prior to the expiration of the Due Diligence Period, or if Seller elects not to remove one or more Title Objections prior to Due Diligence Period, Buyer may elect, as its sole and exclusive remedy therefore, to either (a) terminate this Agreement by electing to do so in writing, or being deemed to, terminate this Agreement on or before 5:00 p.m. Pacific Time on the last day of the Due Diligence Period, in which event the Deposit shall be returned to Buyer and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement, or (b) waive such Title Objections by approving the Title Objections by inaction or in writing, in which event such Title Objections shall be deemed "Permitted Exceptions" and the Closing shall occur as herein provided without any reduction of or credit against the Purchase Price.

(d) Buyer's Approval of Condition of the Property; Right to Terminate. The "Due Diligence Period" as such term is used in this Agreement is that period commencing upon the Effective Date and ending sixty calendar days thereafter. Additionally, Buyer shall have the right in its discretion to extend the Due Diligence Period for two (2) additional periods of sixty (60) days each, with each such extension period exercisable prior to the then pending expiration date for the Due Diligence Period only upon delivery of written notice to Seller so stating. On or before the expiration of the Due Diligence Period (as such may be extended) Buyer shall deliver written notice to Seller specifying Buyer's approval or disapproval, in Buyer's sole and absolute discretion for any or no reason or based on Buyer's investigation of the Property, or the physical, environmental and title condition of the Property. In the event that Buyer notifies Seller in writing of its disapproval or that any of the conditions of the Property are unacceptable to Buyer, such notification shall be deemed to constitute Buyer's election to terminate this Agreement and, except as otherwise provided herein, the parties shall have no further rights or obligations under

this Agreement. If Buyer fails to provide Seller any written notice of approval or disapproval of the Property by the expiration of the Due Diligence Period, such failure shall be deemed to constitute Buyer's election to terminate this Agreement and, except as otherwise provided herein, the parties shall have no further rights or obligations under this Agreement. approval of the Title Objections. In the event that Buyer disapproves of the Property during the initial Due Diligence Period, Escrow Holder shall immediately return the Deposit to Buyer, minus costs charged by escrow.

(e) Buyer's Investigation of Entitlements. During the Due Diligence Period, Buyer shall have the right to investigate the feasibility of obtaining entitlements for its proposed use of the Property. During the pendency of Escrow, Buyer shall have the right to contact the governmental entities responsible for such entitlements, apply for and process a permit for development in accordance with existing entitlements for the Property in order to accommodate Buyer's proposed use of the Property, and apply for changes to the existing entitlements for the Property in order to accommodate Buyer's proposed use of the Property. Seller agrees to reasonably cooperate with Buyer, at no cost to Seller, during Buyer's investigation of, and applications to change, the entitlements, including signing any required permits and applications therefore. Notwithstanding any of the foregoing: (i) Buyer shall have no right prior to Closing to (a) bind Seller or the Property as to any matter should the Closing not occur, (b) obligate the Seller to pay any amount, or (c) execute any document for submittal to any governmental authority which would have the effect of binding Seller or the Property should the Closing not occur.

3. "As-Is" Condition of Property.

(a) "As-Is" Condition of Property. Buyer acknowledges and agrees that Buyer has been given or will be given before the end of the Due Diligence Period, at Buyer's own cost and expense, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation: (i) all matters relating to the title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements, building permit requirements, building codes and other development requirements; (ii) the physical condition of the Property, including, without limitation, the infrastructure available or unavailable to the Property (as the case may be), access to the Property and all other physical and functional aspects of the Property, including any grading issues and whether or not the import or export of soil will be necessary for Buyer's use of the Property, such examination of the physical condition of the Property to include an examination for the presence or absence of Hazardous Materials (as defined below), which examination shall be performed or arranged by Buyer at Buyer's sole expense; and (iii) all other matters of any significance affecting the Property whether physical in nature or intangible in nature, such as the political climate with respect to the governmental agencies that have jurisdiction over the Property, development of the Property or the construction of improvements on the Property. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (OTHER, EXPRESS OR IMPLIED, FROM SELLER, SELLER'S AGENTS OR BROKERS, AS TO ANY MATTERS CONCERNING THE PROPERTY AND THOSE ITEMS AND ASPECTS OF THE

PROPERTY REFERENCED IMMEDIATELY ABOVE, INCLUDING, WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, access, soils, geology and any ground water; (ii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (iii) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (v) the compliance of the Property or the Property's operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions, of any governmental or quasi-governmental entity or any other person or entity; (vi) the presence of Hazardous Materials on, under or about the Property or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on or benefiting the Property; (viii) condition of title to the Property; and (ix) the economics of the present or future operation of the Property.

(b) Definition of Environmental Laws; Hazardous Materials.

(i) For purposes of this Agreement, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. Section 3001 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq. ), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100 25600), the Porter Cologne Water Quality Control Act (California Health and Safety Code Section 1300 et seq.), the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.) and all other applicable federal, state and local laws and regulations and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters.

(ii) For purposes of this Agreement, the term "Hazardous Materials" means (A) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under any Environmental Laws; and (B) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (1) petroleum, (2) refined petroleum products, (3) waste oil, (4) waste aviation or motor vehicle fuel, and (5) asbestos.

4. Conditions Precedent.

(a) Buyer's Conditions Precedent. Buyer's obligation to purchase the Property from Seller shall be conditioned upon and subject to each of the conditions precedent set forth

below in this Section 4(a) (collectively, the “Buyer’s Conditions Precedent”). In the event that any of the Buyer’s Conditions Precedent are not timely satisfied as of the Closing (or other date specified below), and Buyer, in its sole and absolute discretion, elects not to waive such Buyer’s Condition Precedent, then Buyer shall have the right (in addition and not in lieu of any other available rights and remedies) to terminate this Agreement by providing to Seller written notice thereof, in which event Buyer’s Deposit shall be returned to Buyer and the parties shall have no further rights or obligations under this Agreement, except for those obligations which expressly survive the termination of this Agreement.

(i) Buyer’s Title Policy. Escrow Holder’s captive underwriter (“Title Company”) shall be irrevocably committed issue to Buyer at Closing an owner’s policy of title insurance, in form and with such ALTA extended coverages and all endorsements thereto as Buyer may have reasonably requested and the Title Company shall have agreed to in writing on or before the expiration of the Due Diligence Period, insuring Buyer (or its designated vestee pursuant hereto) in the full amount of the Purchase Price that title to the Property is vested in Buyer (or its designated vestee) upon the Closing Date (as defined below), free and clear of all Seller’s Title Exceptions, subject only to the Permitted Exceptions (the “Buyer’s Title Policy”). Notwithstanding the foregoing, if Title Company is irrevocably committed to issue a CLTA policy of owner’s insurance in satisfaction of the foregoing requirements, but not an ALTA policy of owner’s insurance and/or agreed endorsements due to Buyer’s failure to obtain any survey or other of Buyer’s prerequisites to the issuance of Buyer’s Title Policy, this Buyer’s Condition Precedent shall be deemed satisfied.

(ii) No Litigation. No action, suit, investigation, inquiry or other proceeding by or before any court or any governmental body or authority, shall have been instituted or threatened against Seller or the Property that prevents Seller from performing its obligations to deliver title to the Property as required under this Agreement.

(iii) Performance and Representations and Warranties. Seller shall have performed, satisfied and complied in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date (including without limitation delivery of all documents as required in paragraph 6(c) below) , and all of Seller’s representations and warranties as made in this Agreement, or in any written statement that shall be delivered to Buyer pursuant to this Agreement, shall be true in all material respects as of the Closing Date as though made at that time.

(iv) Condition of Property. From and after Buyer’s approval of the Property pursuant to Section 2(d) above until the Closing, there shall have been no Material Adverse Change. As used in this Agreement, the term ‘Material Adverse Change’ means: any effect, event, development or change that, individually or in the aggregate with all other effects, events, developments or changes, materially adversely affects the condition or use of the Property (inclusive of any damage or destruction to, or condemnation of, the Real Property and any changes in the current zoning or permitted use of the Property, other than those initiated by Buyer). Notwithstanding any of the foregoing, a mere change in the value of the Property is expressly excluded from the definition of a Material Adverse Change.

(v) No Moratoria. As of the Closing, there shall not be any development, building, construction or utility moratoria affecting the Property.

(vi) Buyer's Internal Approvals. Prior to the expiration of the Due Diligence Period, Buyer shall have obtained all required internal approvals or consents for Buyer's consummation of the transaction contemplated by this Agreement and for the Closing; it being acknowledged and agreed by Seller that Buyer's obligation to close escrow under this Agreement is expressly contingent upon approval by Buyer's board of directors (collectively, the "Internal Approvals"). Buyer shall use commercially reasonable efforts to obtain the Internal Approvals prior to the expiration of the Due Diligence Period. Buyer's approval of the Property under Section 2(d) above shall be deemed to waive this Buyer's Condition Precedent.

(vii) Subsequent Property Documents. Buyer shall have approved in writing any Property Documents first provided to Buyer after expiration of the Due Diligence Period. Should Buyer fail to approve in writing any such Property Document within five (5) business days after receipt thereof, such failure shall be deemed to be Buyer's approval thereof.

(b) Seller's Conditions Precedent. Seller's obligation to sell the Property to Buyer shall be conditioned upon and subject to the condition precedent set forth below in this Section 4(b) (the "Seller's Condition Precedent"). In the event that as of the Closing Date the Seller's Condition Precedent is not timely satisfied and Seller, in its sole and absolute discretion, elects not to waive such Condition Precedent, then Seller shall have as its sole remedy, the right to terminate this Agreement by providing to Buyer written notice thereof, in which event, Buyer's Deposit shall be released to Seller, minus escrow costs, and the parties shall have no further rights or obligations under this Agreement, except for those obligations which expressly survive the termination of this Agreement.

(i) Performance and Representations and Warranties. Buyer shall have performed, satisfied and complied in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer on or before the Closing Date, and all of Buyer's representations and warranties as made in this Agreement, or in any written statement that shall be delivered to Seller pursuant to this Agreement, shall be true in all material respects as of the Closing Date as though made at that time.

5. Covenants.

(a) Covenants during Escrow. During the period commencing on the Effective Date and concluding on the earlier to occur of: (a) the Closing Date; or (b) termination of this Agreement (the "Escrow Period"):

(i) Seller shall cause the Property to be operated only in the ordinary and usual course of business and consistent with past practice; preserve the goodwill and advantageous relationships with the applicable agencies; and not take any action or omission which would cause a Material Adverse Change or any of the representations or warranties of Seller contained in this Agreement to become inaccurate or any of the covenants of Seller to be breached.

(ii) Seller shall use its commercially reasonable efforts to continue to carry its existing insurance covering its Property and activities thereon through the Closing Date, and use its commercially reasonable efforts to not allow any breach, default, termination or cancellation of such insurance policies or agreements to occur or exist.

(iii) Without the prior written approval of Buyer, Seller shall not enter into or amend any operating agreements that will be an obligation affecting its Property or be binding on Buyer after the Closing.

(iv) Without the prior written approval of Buyer, Seller shall not create or allow any new encumbrances, liens, easements, restrictions, or other exceptions to title against the Real Property or any leases, contracts, licenses, or occupancy rights relating to the Property which could by their terms survive Closing.

(v) Seller shall use its commercially reasonable efforts to maintain in existence all existing permits and licenses, permits and approvals necessary or reasonably appropriate to the ownership, and operation of the Property.

(vi) Without the prior written approval of the Buyer, Seller shall not: (a) file any applications for any new entitlements; or (b) file any application or take any action to amend, modify or terminate any existing permits.

(vii) Seller shall have the continuing obligation during the Escrow Period to provide Buyer with all documents or records that constitute a Property Document including without limitation each and every notice or communication Seller receives from any governmental body relating to the Property, and

(viii) Seller shall have the continuing obligation during the Escrow Period to provide Buyer with all information to Seller's actual knowledge which would cause any of Seller's representations or warranties contained in Section 7(a) to be untrue in any material respect.

(ix) Prior to Closing Seller shall terminate all existing leases and other occupancies on the Property and shall deliver possession of the Property to Buyer at Closing vacant.

(b) **Covenants Upon Termination or Failure to Close.**

(i) **Return of Property Documents to Seller and Assignment of Buyer's Reports.** Buyer covenants and agrees that in the event of any termination of this Agreement or the failure of Escrow to close as provided herein, then Buyer shall promptly: (i) return to Seller all Property Documents previously delivered to Buyer; and (ii) take all actions and execute all documents and instructions (in form and substance reasonably satisfactory to Seller and Buyer) as may be reasonable and necessary, to assign, convey and deliver to Seller all of Buyer's right, title and interest in and to all reports, documents, and other materials obtained by Buyer in its inspection and investigation of the Property hereunder, to the extent the same are assignable.

(ii) Release of Deposit. In the event of any termination of this Agreement due to a material default of Seller hereunder, the failure of a Buyer's Condition Precedent, or upon any termination of this Agreement prior to expiration of the Due Diligence Period, then each party covenants and agrees that such party shall promptly provide Escrow Holder with such instructions as may be reasonable and necessary to cause Escrow Holder to release the Deposit to Buyer. In the event of any termination of this Agreement due to a material default of Buyer after expiration of the Due Diligence Period, then each party covenants and agrees that such party shall promptly provide Escrow Holder with such instructions as may be reasonable and necessary to cause Escrow Holder to release the Deposit to Seller.

Payment of Escrow Cancellation Costs. Except in the event of termination of this Agreement due to the material breach of Seller, Buyer shall pay all escrow/cancellation costs imposed by the Escrow Holder.

The obligations of the parties under Section 5 inclusive shall survive the Close of Escrow or earlier termination of this Agreement and shall not merge into the Grant Deed.

6. Escrow and Closing.

(a) Escrow; Escrow Instructions. Within three (3) business days after the Effective Date, Buyer shall open an escrow (the "Escrow") with Yosemite Title Company, attention Beth Whitehead, Senior Escrow Officer, E-Mail bwhitehead@yotitle.com ("Escrow Holder"), for the purposes of holding funds and closing the purchase and sale of the Property in accordance with this Agreement. Escrow shall be deemed to be "open" when the Buyer has delivered a fully executed copy of this Agreement together with all of its exhibits to the Escrow Holder. The parties shall deliver to the Escrow Holder such escrow instructions as are reasonable and necessary to carry out the provisions of this Agreement. If there is any inconsistency between the terms of this Agreement and such escrow instructions, the terms of this Agreement shall prevail and control.

(b) Closing; Closing Date. The Closing shall take place fifteen (15) days after the expiration of the Due Diligence Period (the "Closing Date"). The term "Closing" shall mean and refer to the date on which the Grant Deed is recorded in the official records of Kings County, California.

(c) Documents to be Delivered by Seller. Not later than one (1) business day before the Closing Date, Seller shall deliver to the Escrow Holder the following documents, duly executed by Seller and acknowledged where required:

(i) Original grant deed in recordable form duly executed by Seller, conveying Seller's fee title in and to the Property to Buyer or Buyer's designated vestee, which shall be in form attached hereto as Exhibit C-1, and incorporated herein by this reference and substance reasonably satisfactory to Buyer and Seller (the "Grant Deed");

(ii) Duplicate originals of a general assignment between Seller and Buyer, substantially in the form attached hereto as Exhibit C-2, and incorporated herein by this reference (the "General Assignment");

(iii) Non-foreign certificates with respect to federal tax and California tax in form and substance reasonably satisfactory to Buyer, Seller, and Escrow Holder;

(iv) Such other documents and instructions as may be reasonably required by the parties or Escrow Holder in order to close Escrow in accordance with the terms of this Agreement;

(v) Satisfactory evidence as may be reasonably requested by Buyer of Seller's compliance with Section 5(a)(ix) hereof.

(d) Funds and Documents to be Delivered by Buyer. Not later than one (1) business day before the Closing Date, Buyer shall deliver or cause to be delivered to the Escrow Holder the following funds and documents, duly executed by Buyer and acknowledged where required:

(i) Immediately available funds, in the amount equal to the sum of (A) the Closing Payment, and (B) any costs or prorations chargeable to Buyer under this Agreement;

(ii) Duplicate originals of the General Assignment; and

(iii) Such other documents and instructions as may be reasonably required by the parties or Escrow Holder in order to close Escrow in accordance with the terms of this Agreement.

(e) Closing Prorations and Fees. Real property taxes, obligations on bonds, assessments, and fees which are a lien on the Property, owner's association dues and fees, if any, paid rent on Property leases, if any, and obligations on contracts being assumed by Buyer, if any, shall all be prorated by Escrow Holder as of the Closing Date. All income and expense items subject to proration pertaining to the period prior to the Closing Date will be allocated to Seller and all income and expense items subject to proration pertaining to the period starting on the Closing Date will be allocated to Buyer. Buyer and Seller shall each pay one-half of all escrow fees. Seller shall also pay all recording fees and city and county documentary transfer taxes and the cost of a standard coverage (CLTA) Owner's title insurance policy insuring that Buyer or its designated vestee holds fee title to the Property in the amount of the Purchase Price. Buyer shall pay any additional fees and costs related to Buyer's election to obtain any ALTA extended title insurance policy including survey costs if necessary, as well as the costs of extended coverage endorsements, if any. Any other cost or expense of escrow will be borne by the party customarily paying the same in escrows for the purchase and sale of real property in Kings County, California. Each party will be responsible for and bear all of its own costs and expenses incurred in connection with the proposed purchase and sale, including without limitation, all accounting, legal and other fees and expenses. In addition, Seller and Buyer shall each pay all attorneys' and consultants' fees and costs incurred by such party in connection with the negotiation, execution, delivery and performance of this Agreement by such party.

7. **Representations and Warranties.**

(a) Seller's Representations and Warranties. Seller makes the following representations and warranties as of the Effective Date and again as of the Closing Date:

(i) Seller has full power and authority to enter into this Agreement, and to sell, transfer and convey all of its right, title and interest in and to the Property in accordance with this Agreement.

(ii) Seller is duly created, validly existing, and authorized to transact business in the state of California. This Agreement has been duly executed and delivered by an authorized representative of Seller and constitutes the legal, valid and binding obligations of Seller in accordance with its terms.

(iii) Except as otherwise disclosed by Seller to Buyer in writing, to the best of Seller's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry, pending or threatened against or relating to Seller which would affect the Property or Seller's ability to perform its obligations under this Agreement.

(iv) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

(v) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute, and has not made a general assignment for the benefit of creditors.

(vi) To the best of Seller's knowledge, there are no Hazardous Materials, or storage tanks containing Hazardous Materials, in, on, under, about or within the Property. To the best of Seller's knowledge, there has not occurred any discharge, use, generation, storage, manufacture, transport, release or disposal upon the Property or contamination of the Property by any Hazardous Material. To the best of Seller's knowledge, there are no pending or threatened litigation, proceedings or investigations before or by any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property or within the Property, or the generation, transportation, storage, treatment or disposal at the Property or within the Property, of any Hazardous Materials.

(vii) Seller is not a party to or bound by any oral or written options to purchase or other purchase rights for the Property, and no third parties have any such options or rights.

(viii) Seller is not a party to or bound by any oral or written leases licenses, or occupancy rights to the Property, and no parties other than Seller are in possession of the Property.

(ix) To the best of Seller's knowledge there are no mechanic's or materialman's liens or similar claims or liens asserted against the Real Property for work performed or commenced prior to the Closing that will not be removed prior to Closing.

(x) To the best of Seller's knowledge, there are no violations of any applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the Property, including, without limitation, any environmental law, ordinance, rule, requirement or regulation.

(xi) To the best of Seller's knowledge, there are no violations of any agreement, contract, encumbrance or covenants, conditions or restrictions affecting or relating to the Property.

For all purposes in this Agreement, the phrase "Seller's knowledge" or any variation thereof means the current, actual knowledge of Kindon Meik, who holds the position of City Manager who Seller represents is the most knowledgeable employee of Seller with respect to the Property. The foregoing representations and warranties shall survive the Close of Escrow or earlier termination of this Agreement for a period of six months year and shall not merge into the Grant Deed.

(b) Buyer's Representations and Warranties. Buyer makes the following representations and warranties as of the Effective Date and again as of the Closing Date:

(i) Subject to the approval required per Section 4(a)(iv), Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(ii) This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer in accordance with its terms.

(iii) To the best of Buyer's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry, pending or threatened against or relating to Buyer which would affect Buyer's ability to perform its obligations under this Agreement.

The foregoing representations and warranties shall survive the Close of Escrow or earlier termination of this Agreement for a period of one (1) year and shall not merge into the Grant Deed.

8. **Possession; Risk of Loss.** Seller shall deliver possession of the Property to Buyer at Closing, subject only to the Permitted Exceptions. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Closing.

9. **Condemnation or Damage.** In the event the Property, or any material portion thereof, is substantially destroyed or substantially damaged prior to the Closing, or in the event of the taking of all or any material portion of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by delivering notice to Seller within five (5) business days after Buyer's discovery of such damage or condemnation action, in which case, Escrow Holder shall immediately return the Deposit to Buyer and except as otherwise provided herein, the parties shall have no further rights or obligations under this Agreement. If Buyer does not so terminate this Agreement, then Buyer may, at Buyer's option, either (a) proceed to close with the

Purchase Price reduced by the total amount of any awards or other proceeds then received by Seller as a result of such proceedings, or (b) proceed to close at the current Purchase Price, with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds to be received after the Closing, if any. Seller shall deliver notice to Buyer of any material damage and/or condemnation proceedings affecting the Property after Seller's discovery of such matter.

10. **Broker's Commissions.** Seller has not retained a broker for this transaction. Buyer has retained Jones Lang LaSalle Americas (collectively "Buyer's Broker") in connection with this Agreement. Seller agrees to execute escrow instructions to pay from the sale of the Property, Buyer's Broker fees in the amount of 2.5% of the final Purchase Price. Buyer shall indemnify, defend, and hold harmless the City from and against all obligations, liabilities, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) arising from or related to Buyer's Broker's representation of Buyer (except for 2.5% commission). Such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable.

11. **Further Assurances.** Seller and Buyer agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of, this Agreement.

12. **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement in writing shall be given in the manner set forth below, addressed to the party to be served at the addresses set forth beneath such party's signature on this Agreement, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email ("Electronic Transmission") shall be deemed to have been given on the date of transmission of the entire communication, provided such Electronic Transmission occurs during 8:00 a.m. and 6:00 p.m., Pacific Time, on a business day, and the sending party deposits a hard copy of the original transmitted document(s) (i) with an overnight common courier for next business day delivery or (ii) by United States mail, addressed to the receiving party, first class postage prepaid, not later than the first (1<sup>st</sup>) business day following such Electronic Transmission.

13. **Default.**

(a) **Default by Seller Prior to the Closing.** In the event of a default under or breach of this Agreement on the part of Seller prior to Closing, Buyer shall have the option, as its sole and exclusive remedy at law or in equity, to elect either of the following by delivery of written notice to the Seller: (A) terminate this Agreement by delivery of written notice of termination to Seller, whereupon, Buyer shall receive an immediate return of the entire amount of the Deposit and Buyer and Seller shall each be released from all liability hereunder except (i)

for those provisions which recite that they survive termination and (ii) Buyer may also pursue an action in damages against Seller for recovery of Buyer's actual losses and damages (in addition to legal costs and expenses required to recover such amount, to the extent recoverable under Section 14 below), or (B) continue to enforce the terms of this Agreement and seek the equitable remedy of specific performance of this Agreement (including recordation of a lis pendens upon the Property referencing same) together with any and all recoverable losses permitted at law and in equity in connection therewith. In no such event shall Seller be liable to Buyer for consequential or incidental damages, including, but not limited to, lost profits. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to Buyer at law or in equity in the event of default under or breach of this Agreement on the part of Seller prior to the Closing. Buyer shall be deemed to have elected its remedy under clause (i) of this Section if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before one hundred and eighty (180) days following the date upon which Closing was to have occurred. Nothing contained in this paragraph shall be deemed or construed to limit Buyer's right to (i) recover its reasonable attorneys' fees and legal costs if Buyer is determined to be the Prevailing Party as per Section 14 below, (ii) exercise any of its remedies for any breach or default of Seller first discovered subsequent to the Closing, (iii) exercise any of its remedies for any of Seller's obligations which survive the Closing or earlier termination of this Agreement, or (iv) exercise any of its remedies under any hold harmless or indemnification provision hereof.

(b) **DEFAULT BY BUYER AFTER EXPIRATION OF DUE DILIGENCE PERIOD; LIQUIDATED DAMAGES.** SELLER AND BUYER HAVE DISCUSSED THE POSSIBLE CONSEQUENCES TO SELLER IN THE EVENT THAT THE CLOSING DOES NOT OCCUR BY REASON OF BUYER'S DEFAULT. SELLER AND BUYER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO FIX THE ACTUAL DAMAGES TO SELLER IN SUCH EVENT. SELLER AND BUYER AGREE THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, A REASONABLE REMEDY FOR SELLER AS TO SUCH DAMAGES IS THAT SELLER SHALL BE RELEASED FROM ITS OBLIGATIONS TO SELL THE PROPERTY TO BUYER AND SHALL RETAIN THE DEPOSIT. ACCORDINGLY, SHOULD THE SUBJECT TRANSACTION FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER OCCURRING AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD, SELLER SHALL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, BUYER SHALL HAVE NO RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND THE DEPOSIT SHALL BE RETAINED BY SELLER. SUCH REMEDY IS NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, OR SIMILAR AUTHORITY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE LIQUIDATED DAMAGES PROVIDED FOR UNDER THIS SECTION SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY EXCEPT THAT SELLER SHALL ALSO HAVE THE RIGHT TO ENFORCE BUYER'S OBLIGATIONS WHICH SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AS SET FORTH IN THIS AGREEMENT. NOTHING

**CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE AMOUNT OF DAMAGES OBTAINABLE PURSUANT TO AN ACTION UNDER ANY HOLD HARMLESS OR INDEMNIFICATION PROVISION HEREOF OR ATTORNEY'S FEES RECOVERABLE PURSUANT TO THIS AGREEMENT. BY PLACING THEIR INITIALS BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE, CONSENT TO AND CONFIRM THE ACCURACY OF THE STATEMENTS MADE WITHIN THIS SECTION AND THE FACT THAT SELLER AND BUYER WERE BOTH REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.**

**Seller's Initials:** \_\_\_\_\_ **Buyer's Initials:** \_\_\_\_\_

14. **Legal Costs.** If any party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any proceeding for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs and such amounts due hereunder shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees incurred in the following: (a) post judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) bankruptcy litigation; and (f) appeals.

15. **Resolution of Disputes.** In the event of a dispute between the parties arising under this Agreement, including but not limited to a dispute regarding the liquidated damages, the dispute shall be mediated by a retired judge, who served at least five years in the Courts of California. If the mediation is unsuccessful, the parties shall have any and all rights to pursue an action in a Court of competent jurisdiction.

16. **Cooperation with Exchange.** In the event that at Closing, Seller and/or Buyer is under contract with a "qualified intermediary" for the purpose of effecting a tax-deferred exchange (including, without limitation, any reverse exchange) in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, the other party hereto shall cooperate with such exchange and perform any acts reasonably necessary to assist in such exchange, provided that (a) Buyer shall not be required to accept title to any property other than the Property, and (b) neither party hereto shall be required to expend any additional amounts of money above those amounts required pursuant to this Agreement, or extend the Closing. Each party shall indemnify and hold the other party harmless from and against expenses, costs and damages of any kind (including attorneys' and experts' fees) suffered by either by reason of the performance of, or failure to perform, any acts of cooperation necessitated by this Section.

17. **Time of the Essence; Dates.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or holiday (as defined in California Government Code Section 6700) (each a “Non-Business Day”), such date shall be deemed to be the succeeding business day. For purposes of this Agreement, a “business day” shall mean a day other than a Non-Business Day.

18. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, permitted assigns, and other successors in interest.

20. **Assignment.** Buyer may assign its interests under this Agreement to any affiliated or unaffiliated third party without the prior written consent of Seller provided that such assignment shall be in writing, the assignee thereunder shall assume all of Buyer’s obligations under this Agreement, and the assignment agreement shall be delivered to Seller prior to the Closing. In the event of any such assignment, Buyer shall be released from Buyer’s prospective obligations under this Agreement. Additionally, Seller agrees that Buyer may take title to the Property in the name of a joint venture, partnership, affiliated entity, developer entity, or other legal vehicle chosen by Buyer.

21. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

22. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Property, placing any deeds of trust on the Property and delivery of money and documents in escrow), shall not merge with transfer of title but shall remain in effect until fulfilled.

23. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any action or proceeding arising out of, or related to, this Agreement shall be in Kings County, California.

24. **Drafting.** Each of the parties hereto agree that this Agreement is the product of joint draftmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Agreement waives the effect of such statute.

25. **Back Up Offers.** From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall not solicit, entertain, or accept any back up offers for the purchase of the Property.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies delivered to a party by Electronic Transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

**SELLER:**  
The City of Corcoran, a municipal corporation

By: \_\_\_\_\_  
Kindon Meik  
City Manager

Dated: \_\_\_\_\_, 2020

Address:  
832 Whitley Avenue, Corcoran CA 93212

With a copy to:  
  
Farley Law Firm  
108 Center Avenue  
Visalia, CA 93291

**BUYER:**  
Adventist Health Reedley, a California  
nonprofit religious corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Address:  
1  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Tel: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

Exhibit A to  
PURCHASE AND SALE AGREEMENT

**LEGAL DESCRIPTION OF THE PROPERTY**

Exhibit B to  
PURCHASE AND SALE AGREEMENT

**LIST OF PROPERTY DOCUMENTS**

[To be attached]

Exhibit C-1 to  
PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Space Above this Line for Recorder's Use*

APNs:

The Undersigned Grantor Declares: DOCUMENTARY TRANSFER TAX: \$ \_\_\_\_\_; CITY TRANSFER TAX: \$ \_\_\_\_\_; SURVEY MONUMENT FEE: \$ \_\_\_\_\_

- computed on the consideration or full value of the interest or property conveyed; or  
 computed on the consideration or full value less value of liens or encumbrances  
 unincorporated area;  City of

**GRANT DEED**

THIS GRANT DEED is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ ("Grantor"), in favor of \_\_\_\_\_, a California nonprofit religious corporation ("Grantee").

**WITNESSETH:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby GRANTS to Grantee that certain real property in \_\_\_\_\_, California (the "**Property**") more particularly described as follows:

LEGAL DESCRIPTION IS ATTACHED HERETO AS **EXHIBIT A**  
AND INCORPORATED HEREIN BY THIS REFERENCE.

The foregoing grant is expressly subject to:

1. Nondelinquent general and special taxes and assessments for the current fiscal year and any and all unpaid bonds and/or assessments not yet due or payable; and
2. All of the following which are of record: covenants, conditions, restrictions, reservations, rights-of-way, easements, and all other non-monetary encumbrances.

EXECUTED as of the day and year set forth above.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

**[ALL SIGNATURES TO BE ACKNOWLEDGED]**

Exhibit C-2 to  
PURCHASE AND SALE AGREEMENT

**GENERAL ASSIGNMENT**

This General Assignment is made as of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (“Seller”), and \_\_\_\_\_, a California nonprofit religious corporation (“Buyer”).

Reference is hereby made to (a) the property (the “Property”) that is the subject of that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2020 for reference purposes, between Buyer and Seller (the “Purchase Agreement”); (b) any and all land use entitlements, development rights, permits, approvals, and other rights pertaining to the Property, including the approved tentative map for such Property; (c) all engineering studies, reports, work, plans and surveys; (d) all utility service contracts, if any, in connection with the development of the Property; (e) all credits deposits, prepaid fees to the extent applicable to the Property, and reimbursements due from any governmental agency, quasi-governmental agency, or improvement district; (f) any and all of Seller’s right, title and interest in and to all other Intangibles, including without limitation (i) all contracts and agreements listed on an exhibit attached to this General Assignment which Buyer approves and agrees to accept, (ii) all plans and specifications relating to the Property including, without limitation any architectural plans and drawings to the extent the same are assignable without third party consent, and (g) the rights, privileges and entitlements incident thereto (collectively, the “Assigned Property”).

For good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to Buyer, all of Seller’s right, title and interest in the Assigned Property, including without limitation: (i) all permits, licenses, entitlements, subdivision agreements, rights under other agreements relating to the subdivision or development of the Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, guaranties, indemnities, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all Intangibles, inclusive of intangible rights, goodwill and rights benefiting the Property; and (v) all development rights benefiting the Property.

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the Assigned Property intended to be transferred and assigned hereby.

**SELLER:**

**BUYER:**

\_\_\_\_\_, a California nonprofit religious corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

**MEMO**

**TO: Corcoran City Council**

**FROM: Kindon Meik, City Manager**

**DATE: April 8, 2020**

**MEETING DATE: April 14, 2020**

**SUBJECT: Appointment to Kings Community Action Organization**

**Recommendation:**

Consider city appointment to Kings Community Action Organization

**Discussion:**

At the March 10, 2020 council meeting, the City Council discussed the appointment of a council representative to the Kings County Action Organization (KCAO) board of directors. The item was tabled in order secure additional information.

The KCAO board of directors consists of fifteen members. Each of the four cities and the county have an elected/appointed representative on the board.

Currently, Vice Mayor Pat Nolen and Council Member Greg Ojeda serve on the KCAO board but are not city designated representatives. They represent the following:

Pat Nolen	–	Corcoran Target Area, Census Tracts 13,14, & 15
Greg Ojeda	–	Private Sector, Kings County Latino Roundtable

If either Vice Mayor Nolen or Council Member Ojeda were asked to represent the City of Corcoran, they would vacate their current seat on the KCAO board. KCAO would then appoint another individual to fill that seat.

For the benefit of the City Council, the following information may be helpful.

KCAO's mission is carried out through a variety of means including:

- community-wide needs assessment of needs and strengths;

**City Offices**

- comprehensive anti-poverty strategies;
- provision of a broad range of direct services;
- mobilization of financial and non-financial (in-kind) resources;
- advocacy on behalf of low-income people; and
- partnerships with other community, state, and national organizations.

KCAO board information:

- Each KCAO Board Member is also asked to serve on two standing committees. Each committee has a different meeting date and time. The representative from the City of Corcoran has been appointed to the Personnel and Strategic Planning Committees. The Personnel Committee meets the second Monday at 4:30pm and the Strategic Planning Committee meets the third Wednesday at 3:45pm (right before the monthly board meeting).
- The KCAO Board meets the third Wednesday at 4:30pm. All board meetings and committee meetings are in Hanford.

**Budget Impact:**

None

**Attachments:**

Additional information on KCAO can be found at [www.kcao.org](http://www.kcao.org)

City of  
**CORCORAN**

Public Works Department

FOUNDED 1914

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

**MEMO**

**TO:** Corcoran City Council

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

**DATE:** April 9, 2020      **MEETING DATE:** April 14, 2020

**SUBJECT:** VEHICLE PURCHASE

**Recommendation:**

That Council authorizes the purchase of two 2020 Chevrolet service trucks for the Public Works Department.

**Background:**

The replacement of worn-out equipment and vehicles is an ongoing effort to sustain fleet reliability and maintainability. Replacing equipment and vehicles at the end of their usefulness saves the City money, reduces out-of-commission time, and helps ensure safety.

**Discussion:**

Staff is asking for the decommissioning of two service trucks replaced with one ¾ ton service truck and one Public Works heavy duty service truck.

The Public Works heavy duty service truck would fill a critical role that our fleet currently lacks. This service truck would contain a crane capable of lifting up to 2,000-lbs with the space and capability to add a generator and air compressor. This is a vehicle that would be used extensively in the daily field operations for all Public Works departments.

For example, when the Water Department has an emergency water leak, this service truck would be a one-stop-shop for all repair supplies and equipment needed on the job, drastically cutting customer down time. When sewage pumps need to be pulled out of the lift stations by the Wastewater Department, this service truck would eliminate the need to lift these 300-lb pumps with their hands. With the increased engine power of the service truck, the Maintenance Department could utilize this service truck to tow significantly more weight than their current service truck while also containing all tools needed for the job.

As the infrastructure around our City continues to age, we need to be better equipped to handle the challenges we will face. Owning and operating a heavy duty diesel service truck to handle the daily issues at Public Works would be a valuable asset that would fulfill multiple responsibilities for the departments.

**Budget Impact:**

The cost of these service trucks would be allocated to the Water fund.

- $\frac{3}{4}$  service truck- \$38,256
- Public Works heavy duty service truck-\$73,382

**STAFF REPORT**

**ITEM #: 7-G**

**MEMO**

**TO: Corcoran City Council**

**FROM: Kindon Meik, City Manager**

**DATE: April 10, 2020**

**MEETING DATE: April 14, 2020**

**SUBJECT: Authorize purchase and installation of updated phone system for City Hall, Public Works Corporation Yard, Transit Depot, Water Treatment Plant, and Wastewater Treatment Plant.**

**Recommendation:**

Authorize purchase and installation of updated phone system for City Hall, Public Works Corporation Yard, Transit Depot, Water Treatment Plant, and Wastewater Treatment Plant at a cost not to exceed \$35,000.

**Discussion:**

In 2017 the City was awarded funds from the Public Transportation Modernization, Improvement, and Service Enhancement (PTMISEA) grant. At that time, the City authorized said funds to be used for a number of projects including a new bus shelter at the Public Works corporation yard, asphalt resurfacing at the Transit Depot and Public Works yard, building improvements at the Transit Depot, equipment, computers, and other expenses.

As a result of savings on initial projects and items that were originally proposed but not funded, the City has available PTMISEA funds that have been approved to be used on an upgraded phone system.

**Budget Impact:**

The PTMISEA grant will cover the majority the expenses associated with the project. Enterprise funds from the Water and Wastewater will be used for their proportionate share of the cost.

**Attachments:**

- Quote from Global CTI

**City of Corcoran**

**Exhibit A - Mitel - MiVoice Connect - IP Telephone System**

Mitel Networks Inc. CMAS Contract # 3-08-70-2630A

gold  
solutions partner

Line #	Part #	Qty.	Description	Total	Unit	List
1			<b>MiVoice Connect - Software Licenses</b>			
2	30044	1	Additional Site License	324.18	324.18	495.00
3	30053	3	SIP Device Software License	58.94	19.65	30.00
4			<b>MiVoice Connect - Extension/Client Licenses</b>			
5	30150	27	MiVoice Connect Telephony to Essentials upgrade license bundle	707.30	26.20	40.00
6	30151	2	MiVoice Connect Telephony to Standard upgrade license bundle	183.37	91.69	140.00
7	30152	1	MiVoice Connect Telephony to Advanced upgrade license bundle	222.67	222.67	340.00
8			<b>MiVoice Connect - Virtual Switches - VMware/Hyper-V (CentOS ISO)</b>			
9	ST-VIRT-EGW	1	Mitel - Virtual Edge Gateway - Vmware Only (VPN 400 Series IP phones, VPN-less Client, Remote ECC)	0.00	0.00	0.00
10			<b>MiVoice Connect - IP Telephones</b>			
11	10575	1	Mitel Button Box BB424 for IP 485g phones only, requires MiVoice Connect	239.04	239.04	365.00
12	50008271	3	Mitel 6970 IP Phone - Conference Phone	1,620.90	540.30	825.00
13			<b>MiVoice Connect - IP Telephones - GSA/CMAS</b>			
14	10592	26	Mitel IP Phone IP480g bundled with Extension and Mailbox (Connect Telephony) License - GSA Bundle	9,280.06	356.93	545.00
15	10593	1	Mitel IP Phone IP485g bundled with Extension and Mailbox (Connect Telephony) License - GSA Bundle	399.49	399.49	610.00
16			<b>MiVoice Connect - ST Voice Switches (Requires Mitel Connect Software)</b>			
17	10581	1	ST100A - 1U 1/2 width - Max, 100 IP phones, 6 Analog exts, 8 LS trunks	2,651.07	2,651.07	4,048.00
18			<b>MiVoice Connect - Virtual Edge Gateway Server (CentOS ISO)</b>			
19	30144	1	License, Virtual Edge Gateway Server	0.00	0.00	0.00
20			<b>Wall Mount Kits &amp; Miscellaneous Items</b>			
21	60152	2	Wall Mount Kit for IP Phone IP480 / 480g / 485g	41.60	20.80	20.80
22	10223	1	Mitel MiVoice - Rack Mount Tray (1U) 2 x Half width switch	42.57	42.57	42.57
23	10553	2	IP Telephone Power Adapter 10/100/1000	54.60	27.30	27.30
24			<b>Switch Cable &amp; Hardware</b>			
25	MISC	1	Installation Hardware (Cables, Blocks, Connectors & Patch Cords for SG/ST	127.50	127.50	127.50
26	G6PO8SS607-BL	5	(Package of 6) CAT6 Ethernet Patch Cord with 24 AWG UTP and Snagless Boot	160.00	32.00	32.00
27			<b>Aruba - PoE+ Data Switches</b>			
28	J9774A	3	Aruba 2530 8G PoE+ Switch	1,152.00	384.00	384.00
29	JL261A	1	Aruba 2930F 24G PoE+ 4SFP Switch	1,040.00	1,040.00	1,040.00
30						

<b>Equipment Material Total</b>	\$18,305.31
<b>Equipment Handling</b>	\$144.00
<b>Subtotal / Taxable Amount</b>	\$18,449.31
<b>Sales Tax will be applied at time of invoice. Estimated Sales Tax Rate: 8.250%</b>	\$0.00
<b>1 Year Mitel Support for Switches &amp; Software</b>	\$1,408.00
<b>Installation / Pro-Services</b>	\$9,960.00
<b>Total Price</b>	<b>\$29,817.31</b>

**Proposal Date: April 1, 2020.**

**This price includes material, installation labor, with 1 year parts warranty**

**Enhanced Support Plan**

**This quote will remain valid until May 1, 2020. Applicable state and district sales taxes will be applied at time of invoice.**

**As of May 1, 2020 this quote will be taxed at a rate of 8.250% which equates to an estimated sales tax of \$1,522.07**

**Buyer = City of Corcoran, This Exhibit A is an Agreement between Global CTI and Buyer.**

**Payment Terms:**

**50% due upon signing, 40% due upon equipment delivery, and 10% due upon final acceptance**

**\$15,669.69**

**\$12,535.75**

**\$3,133.94**

**Unless quoted above, this quote does not include cabling for IDFs, MDFs, or Structured Cabling.**

**Buyer to provide Windows Server OS, Hyper-V, or Vmware for Mitel Connect (RAID 1 Recommended).**

**Buyer's signature below indicates that you have read, understand, and agree with the Terms and Conditions stated on this Exhibit A as well as Global CTI's General Terms and Conditions found on the Global CTI's Master Services Agreement.**

**If you need a signed copy of your signed Master Services Agreement please send a request to info@gcti.com.**

**Authorized Contact: Kindon Meik**

**Authorized Signature: X \_\_\_\_\_**

**Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.**

**Account Manager: Ryan Malpiede - (661) 716-3724**

## MATTERS FOR MAYOR AND COUNCIL

### ITEM #: 8

### MEMORANDUM

**MEETING DATE:** April 14, 2020  
**TO:** Corcoran City Council  
**FROM:** Kindon Meik, City Manager  
**SUBJECT:** Matters for Mayor and Council

#### UPCOMING EVENTS / MEETINGS

- April 28, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- May 12, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- May 26, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- June 9, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- June 23, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

A. Information Items:

1. City staffing during COVID-19
2. Budget preparation (sales tax and utility payments)

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

1. Staff Referral Items

C. Committee Reports

1. Kings Waste and Recycling Agency (KWRA) – March 25 meeting
2. Kings County Association of Governments (KCAG) – March 25 meeting
3. Kings Community Action Organization – Various meetings



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

<b>DATE</b> Sent to Council/ Request made	<b>REQUEST</b>	<b>STATUS</b>	<b>DEPARTMENT RESPONSIBLE</b> Dept/Division
09/10/19  06/25/19	Presentation by PARS on fund status of Section 115.  Council requested further information on PERS Unfunded Liability and funds that can be paid off early. Council also requested periodic updates on Section 115 (PARS) Account for retirement contributions.	In progress	Finance Director/City Manager
03/26/19	Council discussed the idea of requiring angled parking in commercial development.	In progress	Community Development
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development
06/12/18  05/09/17	City of Corcoran Finance Department Policy and Procedures Handbook approved by City Council  City Council requested that Staff present draft finance policies relating to General Fund reserves, balanced budget, etc.	Completed  Ongoing	Finance Director/City Manager