

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT
ITEM #: 7A

MEMORANDUM

TO: City Council

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

DATE: January 9, 2020

MEETING DATE: January 24, 2020

SUBJECT: Mid-Year budget review.

Recommendation:

Information item.

Discussion:

Mid-Year Budget review: Review the revenues and expenses for the period beginning July 1, 2019 through December 31, 2019.

Budget Impact:

None.

Attachments:

YTD revenues and expenses schedule.

City of Corcoran

**SUMMARY BUDGET: 1Q BUDGET REVIEW
FY 2020**

	2018-2019			July 1, 2019 to June 30, 2020		
Measure A						
<u>Revenues</u>	<u>Budget</u>	<u>Actuals 12/31/18</u>	<u>%</u>	<u>Budget</u>	<u>Actuals 12/31/19</u>	<u>%</u>
Sales Tax Revenue	1,200,000	680,179	57%	1,250,987	876,385	70%
Interest	-	7,126		14,000	6,555	47%
Revenue Totals	1,200,000	680,179	57%	1,264,987	882,939	70%
<u>Expenditures</u>						
General Fund/Reserves	240,000	-	0%	250,000	-	0%
Two New PD Officers	160,000	40,000	25%	175,000	87,500	50%
Current PD Officers and PD Services	210,000	105,000	50%	205,000	102,500	50%
JG Boswell Park Mtn-Corcoran Community Foundation	128,000	64,000	50%	136,000	68,000	50%
Community Pool RAC Contract, Pool Maintenance	165,000	60,742	37%	200,000	82,793	41%
Current Park Maintenance	35,000	5,223	15%	-	-	
Parks and Recreation	116,000	47,681	41%	180,000	10,729	6%
Beautification and Public Facilities	20,000	1,376	7%	-	-	
Pedestrian and Vehicular Safety	30,000	-	0%	-	-	
Miscellaneous	14,000	-	0%	-	-	
Fire Services	50,000	-	0%	50,000	50,000	100%
Transfer Out	190,000	15,000	8%	20,000	10,000	50%
Professional Services	-	-		5,000	3,000	60%
	1,358,000	339,022	25%	1,221,000	414,522	34%
Measure A Revenues Over/Under Expenditrues	(158,000)	341,157		43,987	468,417	

General Fund						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Revenues						
Motor Vehicle In Lieu	2,400,000	1,229,738	51%	2,532,926	1,312,072	52%
Sales Tax	1,111,326	579,951	52%	1,055,244	657,952	62%
Property Taxes	385,250	224,203	58%	435,450	16,000	4%
Franchise Fees	361,500	76,431	21%	425,760	84,158	20%
Transient Occupancy Tax	52,500	15,665	30%	58,000	17,658	30%
Licenses & Permits	149,500	80,008	54%	171,000	126,079	74%
Rents: Solar Lease/EDF/Cottonwood/American Towers	143,692	29,379	20%	137,354	29,144	21%
Fines and Penalties	44,500	31,599	71%	54,000	30,099	56%
Other Agencies: CUSD/POST	157,500	-	0%	166,000	44,682	27%
Planning Permits: Charge for Services	70,750	70,750	100%	84,350	32,689	39%
Other Revenue: NTF/GTF/Realignment	-	-	-	149,000	-	0%
Overhead	1,228,595	649,298.00	53%	1,229,290	614,645	50%
RAO and Water Transfer	130,000	130,000	100%	205,000	105,000	51%
Miscellaneous & Rebates	25,000	29,018	116%	40,000	23,391	58%
One Time Money	-	-	-	-	54,149	-
Measure A	430,000	242,500	56%	400,000	200,000	50%
Parks Grant Prop 68	-	-	-	200,000	-	0%
Transfer in from Insurance Fund	45,775	45,775	100%	-	-	-
Revenue Totals	6,735,888	3,434,315	51%	7,343,374	3,347,717	46%
Expenditures						
Mayor And Council						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	-	-	-	-	-	-
Services & Supplies	136,354	81,870	60%	142,953	76,480	54%
Subtotal	136,354	81,870	60%	142,953	76,480	54%
Transfer In Overhead	(81,812)	(40,908)	-	(85,772)	(42,886)	-
Transfer In	-	-	-	-	-	-
Net Expenditure to General Fund after Overhead	54,542	40,962	75%	57,181	33,594	59%
Administrative Services						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	277,211	131,261	47%	211,612	110,145	52%
Services & Supplies	38,969	12,524	32%	31,658	14,533	46%
Subtotal	316,180	143,785	45%	243,270	124,677	51%
Transfer In Overhead	(189,708)	(94,854)	-	(145,962)	(72,981)	-
Transfer In	-	-	-	-	-	-
Net Expenditure to General Fund after Overhead	126,472	48,931	39%	97,308	51,696	53%
City Attorney						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	-	-	-	-	-	-
Services & Supplies	218,000	99,165	45%	125,000	47,203	38%
Subtotal	218,000	99,165	-	125,000	47,203	38%
Transfer In Overhead	(149,000)	(107,000)	-	(75,000)	(37,500)	-
Transfer In	-	-	-	-	-	-
Net Expenditure to General Fund after Overhead	69,000	(7,835)	-11%	50,000	9,703	19%
Finance						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	387,727	190,841	49%	354,356	202,825	57%
Services & Supplies	159,293	63,800	40%	194,467	104,960	54%
Subtotal	547,020	254,641	47%	548,823	307,785	56%
Transfer In Overhead	(410,265)	(205,128)	-	(411,617)	(205,809)	-
Transfer In	-	-	-	-	-	-
Net Expenditure to General Fund after Overhead	136,755	49,513	36%	137,206	101,977	74%
Community Development						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	278,413	136,000	49%	248,226	121,451	49%
Services & Supplies	115,803	41,044	35%	94,030	46,292	49%
Subtotal	394,216	177,044	45%	342,256	167,743	49%
Transfer In Overhead	-	-	-	-	-	-
Transfer In	(35,000)	(35,000)	-	(25,000)	(15,000)	-
Net Expenditure to General Fund after Overhead	359,216	142,044	40%	317,256	152,743	48%
Capital Set Aside						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
	18,000	-	-	0	0	-
Recreation-Swimming Pool						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	-	-	-	-	-	-
Services & Supplies	24,283	11,606	48%	-	-	-
Subtotal	24,283	11,606	-	-	-	-
Transfer In Overhead	-	-	-	-	-	-
Transfer In	-	-	-	-	-	-
Net Expenditure to General Fund after Overhead	24,283	11,606	48%	-	-	-
Parks						
	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	168,866	88,539	52%	167,855	82,331	49%

Services & Supplies	79,660	26,225	33%	82,750	35,320	43%
Subtotal	248,526	114,764	46%	250,605	117,652	47%
Transfer In Overhead	(111,837)	(55,920)		(125,303)	(62,651)	
Transfer In	-	-		-	-	
Net Expenditure to General Fund after Overhead	136,689	58,844	43%	125,302	55,001	44%
Capital Expenditure Parks Grant				200,000	-	
Police Department	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	3,704,797	1,826,683	49%	3,793,737	1,928,169	51%
Services & Supplies	501,432	188,008	37%	495,177	199,378	40%
Subtotal	4,206,229	2,014,691	48%	4,288,914	2,127,547	50%
Transfer In Overhead	-	-		-	-	
Transfer In	-	-		(380,000)	(190,000)	
Net Expenditure to General Fund after Overhead	4,206,229	2,014,691	48%	3,908,914	1,937,547	50%
Capital Set Aside	18,000	-		-	-	
Capital Expenditure PD Facility	160,000	-		-	-	
Fire Services	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
City Fire Service Contract	921,000			921,000		
AB 8 Property Tax (Fire Fund)	(448,900)			(448,900)		
Fire Contract	472,100	130,525	28%	472,100	80,526	
Professional Service	45,000	5,751	13%	10,000	-	
City Fire Services Cost	517,100	136,276	26%	482,100	80,526	17%
Transfer In Overhead	-	-		-	-	
Transfer In	-	-		-	-	
Net Expenditure to the General fund	517,100	136,276		482,100	80,526	
Public Works Administration	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	149,886	78,007	52%	140,024	74,786	53%
Services & Supplies	28,941	11,090	38%	26,905	9,350	35%
Subtotal	178,827	89,097	50%	166,929	84,136	50%
Transfer In Overhead	(143,062)	(71,532)		(133,543)	(66,772)	50%
Transfer In	-	-		-	-	
Net Expenditure to General Fund after Overhead	35,765	17,565	49%	33,386	17,364	52%
Government Buildings	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	29,333	15,331	52%	29,187	15,236	52%
Services & Supplies	318,278	151,178	47%	337,560	145,447	43%
Subtotal	347,611	166,509	48%	366,747	160,684	44%
Transfer In Overhead	(121,664)	(60,834)		(146,699)	(73,349)	
Transfer In	-	-		-	-	
Net Expenditure to General Fund after Overhead	225,947	105,675	47%	220,048	87,334	40%
Capital Set Aside	10,000	-		-	-	
Equipment Services	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Salaries & Benefits	153,112	79,041	52%	156,087	77,623	50%
Services & Supplies	19,385	5,850	30%	19,570	6,880	35%
Subtotal	172,497	84,891	49%	175,657	84,503	48%
Transfer In Overhead	(86,249)	(43,122)		(105,394)	(52,697)	
Transfer In	-	-		-	-	
Net Expenditure to General Fund after Overhead	86,248	41,769	48%	70,263	31,806	45%
PARS Section 115	260,000	260,000		-	-	
General Fund Expenditures (B4 Overhead) Totals:	7,772,843	3,634,339	47%	7,333,254	3,378,937	46%

Water Fund	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Revenues						
Water Charges	4,902,000	2,782,495	57%	5,100,000	2,899,768	57%
Penalties	120,000	59,820	50%	115,000	59,240	52%
Water Connection Fees	100	-	0%	100	645	645%
Interest & Rebates	82,000	58,463	71%	60,500	57,924	96%
Unrestricted Funds	-	-	-	1,000,000	-	0%
Revenue Totals:	5,104,100	2,900,778	57%	6,275,600	3,017,578	48%
Expenditures						
Salaries & Benefits	626,254	299,012	48%	628,506	320,408	51%
Services & Supplies	1,935,892	865,010	45%	3,636,047	1,218,791	34%
Debt Service	1,266,988	458,935	36%	1,269,100	387,219	31%
Capital Set Aside	128,500	-	0%	152,500	110,796	73%
Transfer Out Overhead Allocation	446,144	258,074	58%	429,779	214,890	50%
Transfer Out	70,000	35,000	50%	5,000	5,000	100%
Total Expenditures	4,473,778	1,916,031	43%	6,120,932	2,257,104	37%
Water Fund Revenue Over/Under Expenditures	630,322	984,747		154,668	760,474	
Capital Improvements Expenditure	900,000	33,084		3,082,000	123,730	4.01%
Streets Maintenance - Gas Taxes						
Revenues						
Grants	-	-	-	-	-	-
GF Loan Repayment	28,208	-	0%	27,982	-	0%
Gas Tax - 2103 (Prop 42)	190,232	54,774	29%	213,710	121,745	57%
Gas Tax - 2105	142,855	69,139	48%	137,804	83,504	61%
Gas Tax - 2106	61,790	32,052	52%	61,837	37,960	61%
Gas Tax - 2107	177,241	82,922	47%	179,983	104,116	58%
Gas Tax 2107.5	5,000	5,000	100%	5,000	5,000	100%
Interest	5,750	3,983	69%	6,000	20,493	342%
Revenue Totals	611,076	247,870	41%	632,316	372,818	59%
Expenditures						
Salaries & Benefits	112,919	57,278	51%	114,212	54,851	48%
Services & Supplies	356,610	264,413	74%	500,045	87,127	17%
Overlay Project	-	-	-	-	-	-
Curb and Gutter	-	-	-	12,000	-	0%
Transfer Out Overhead Allocation	141,348	70,674	50%	128,682	64,341	50%
Transfer Out	-	-	-	-	-	-
Total Expenditures	610,877	392,365	64%	754,939	206,319	27%
Gas Tax Revenues Over/Under Expenditures	199	(144,495)		(122,623)	166,499	
SB 1 Road Maintenance & Rehabilitation						
Revenues						
Gas Tax - 2032	412,046	204,599	50%	407,799	239,835	59%
Interest	-	1,744	-	-	2,248	-
Total Revenues	412,046	206,343	50%	407,799	242,084	59%
Expenditures						
Slurry Seal at Dairy Project	-	-	-	-	-	-
Whitley Avenue Type II Slurry Seal	175,000	181,525	104%	-	-	-
Chip Seal Letts Avenue	192,000	-	-	192,000	-	-
Chip Seal Ottis Avenue	200,000	-	-	330,000	-	-
Chip Seal Niles Avenue	16,120	-	-	-	-	-
Chip Seal Dairy Avenue	36,000	-	-	140,000	-	-
Chip Seal Sherman Avenue	-	-	-	350,000	-	-
Chip Seal Oregon Avenue	-	-	-	300,000	-	-
Chip Seal Whitley Avenue	-	-	-	200,000	-	-
Capital Expenses from Reserves	-	-	-	50,000	-	-
Total Expenditures	619,120	181,525	29.32%	1,562,000	-	-
SB 1 Revenue Over/Under Expenditures	(207,074)	24,818		(1,154,201)	242,084	

Refuse Fund	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Revenues						
Franchise Fees	50,000	15,348	31%	30,000	10,994	37%
Refuse Charges	1,827,000	915,419	50%	2,046,000	1,058,551	52%
Interest and Rebates	-	1,046		-	379	
Total Revenues	1,877,000	931,813	50%	2,076,000	1,069,925	52%
Expenditures						
Refuse						
Salaries & Benefits	-	-		-	-	
Services & Supplies	1,722,264	717,023	42%	1,834,764	769,723	42%
Transfer Out Overhead Allocation	194,463	97,230	50%	194,614	97,307	50%
Transfer Out	-	-		-	-	
Total Expenditures	1,916,727	814,253	42%	2,029,378	867,030	43%
Street Sweeping						
Salaries & Benefits	16,185	7,988	49%	39,736	18,928	48%
Services & Supplies	27,472	18,799	68%	28,726	9,822	34%
Total Expenditures	43,657	26,787	61%	68,462	28,750	42%
Total Refuse Expenditures	1,960,384	841,040	43%	2,097,840	895,780	43%
Refuse Revenues Over/Under Expenditures	(83,384)	90,773		(21,840)	174,145	
Wastewater/Sanitary Sewer Fund	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Revenues						
Sewer Charges	1,252,000	604,255	48%	1,277,000	668,398	52%
Interest and Rebates	220	-	0%	-	5,597	
Rents	10,150	1,171	12%	9,250	4,270	46%
Total Revenues	1,262,370	605,426	48%	1,286,250	678,265	53%
Expenditures						
Salaries & Benefits	292,477	158,291	54%	325,611	163,852	50%
Services & Supplies	614,847	164,025	27%	699,117	262,868	38%
Capital Expenditure from Reserves	-	-		80,000	28,722	36%
Capital Set Aside	40,000	-	0%	42,500	-	0%
Transfer Out Overhead Allocation	177,986	88,992	50%	180,682	90,341	50%
Transfer Out	-	-		-	-	
Total Expenditures	1,125,310	411,308	37%	1,327,910	545,783	41%
Wastewater/SS Revenues Over/Under Expenditures	137,060	194,118		(41,660)	132,483	
Wastewater/Storm Drain Fund	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Revenues						
Storm Drain Charges	307,500	155,819	51%	310,000	156,709	51%
Storm Drain Acreage Charge	6,000	435	7%	5,500	12,622	229%
Interest and Rebates	620	4,056	654%	10,000	4,115	41%
Total Revenues	314,120	160,310	51%	325,500	173,447	53%
Expenditures						
Salaries & Benefits	71,223	37,945	53%	73,339	38,124	52%
Services & Supplies	83,948	27,102	32%	101,232	29,132	29%
Capital Expense from Reserves	-	-		230,000	51,481	22%
Capital Set Aside	50,000	-	0%	50,000	-	0%
Transfer Out Overhead Allocation	106,204	53,100	50%	110,422	55,211	50%
Transfer Out	-	-		-	-	
Total Expenditures	311,375	118,147	38%	564,993	173,948	31%
Wastewater/SD Revenue Over /Under Expenditures	2,745	42,163		(239,493)	(502)	
Transit	Budget	Actuals 12/31/18	%	Budget	Actuals 12/31/19	%
Revenues						
Tax Allocation	597,329	275,574	46%	602,162	68,274	11%
Transportation Grants-5311	116,000	-	0%	116,000	-	0%
Bus Fares	25,000	10,090	40%	20,000	9,621	48%
Amtrak Ticket Sales	55,000	21,793	40%	42,000	21,838	52%
KART Passes	1,000	862	86%	2,500	901	36%
Bus Wash	1,000	-	0%	1,000	1,293	129%
Advertising	-	-		15,000	-	0%

Interest	7,000	10,375	148%	15,000	6,135	41%
Rents	3,300	1,500	45%	10,000	3,600	36%
Miscellaneous	1,000	6,787	679%	5,000	859	17%
Total Revenues	806,629	326,981	41%	828,662	112,522	14%
Expenditures						
Salaries & Benefits	428,051	225,210	53%	458,425	233,412	51%
Services & Supplies	256,337	155,453	61%	271,861	90,103	33%
Overhead	162,450	81,222	50%	185,111	92,555	50%
Total Expenditures	846,838	461,885	55%	915,397	416,070	45%
Transit Revenues Over/Under Expenditures	(40,209)	(134,904)		(86,735)	(303,548)	
Grant Award (CalOES & PTMISEA& LCTOP) Available	95,448	-		153,085		
Grant Expenditure	95,448	51,865	54%	100,000	8,661	9%
Balance	-	51,865		53,085	8,661	

City of

CORCORAN

Police Department

FOUNDED 1914

January 7, 2020

STAFF REPORT
ITEM#: 7B

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Purchase of Tablets

RECOMMENDATIONS: (VV)

That Council authorizes the purchase of six (6) Getac F110 G5 tablets for patrol use.

DISCUSSION:

We have a need to replace our mobile tablets that are beyond their useful life. We currently utilize the same tablet and will not have to purchase mounting hardware. These tablets are used by officers in the field to complete reports, data entry etc.

BUDGET:

The total for the six tablets is \$17, 887 and will be paid from COPS funds.

DuraTech USA, Inc.

Rugged Mobile Computing Solutions

6765 Westminster Bl. #314
 Westminster, CA 92683
 www.DuraTechUSA.com
 Phone # 714-898-2171
 FEIN# 20-2777132

Certified 8(a),SBE #19486, DBE #40914, OCTA# 39991,
 CUCP#35922, MBE & WBE
 GSA SCHEDULE 70 GS-35F-115BA
 CMAS # 3-15-70-3195A
 CMAS # 3-15-70-3195B

QUOTE

Date	Quote #
12/17/2019	121719CPD

Customer Information

City of Corcoran Police Dept.
 1031 Chittenden Ave.
 Corcoran, CA 93212
 sandra.barboza@corcoranpd.com

Rep	Project Delivery Date	Terms	Customer E-mail
LT	1/16/2020	Net 30	kathy.gibson@corcoranpd...

Item	Description	Qty	Cost	Total
FL51ZDTA1UXX	F110 G5,Intel Core i7-8665U vPro Processor 1.9GHz,11.6" With Webcam,Microsoft Windows 10 Pro x64 with 8GB RAM,256GB SSD,Sunlight Readable (Full HD LCD+ Touchscreen+ Digitizer) ,AC Adapter + US Power Cord,Rear Camera,WIFI + BT + GPS+ 4G LTE (EM7511) + Pass-through,Low Temp -21°C, TPM 2.0, IP65, 3 Year Warranty	6	2,749.00	16,494.00T
CA E Waste Fee	CA E Waste Fee	6	5.00	30.00T
	Sales Tax		8.25%	1,363.23

Total	\$17,887.23
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Delivery Lead time 4-8 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

**Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders

Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: January 8, 2020

MEETING DATE: January 28, 2020

SUBJECT: Veteran's Memorial Ad Hoc Committee

Recommendation:

Consider the creation of an ad hoc committee to begin planning and designing the proposed veteran's memorial as part of the Gateway Park project.

Discussion:

At the November 12, 2019 city council meeting, Supervisor Richard Valle presented the City with a check for \$1,000,000 to be used for a veteran's memorial/park. The funds originated from a settlement agreement between Kings County and the High Speed Rail Authority. As part of the settlement, Supervisor Valle had requested that a separate check be distributed to the City of Corcoran for the purpose of constructing a veteran's memorial/park.

In order to maximize the funds, it is proposed that the veteran's memorial be a prominent component of the proposed Gateway Park (Otis and Orange Ave.)

At this time, staff is requesting that the City Council authorize the creation of an ad hoc committee to begin planning and designing the features that will be included in the veteran's memorial.

Budget Impact:

The veteran's memorial will be funded through \$1,000,000 in mitigation funds provided by the High Speed Rail Authority (HSRA) to the City of Corcoran as part of the settlement agreement between the HSRA and Kings County.

Attachments:

- None

City Offices

City of

CORCORAN

Police Department

FOUNDED 1914

January 23, 2020

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

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Police vehicle purchase

Recommendations: (VV)

That council authorizes staff to purchase a police vehicle from National Auto Fleet Group.

Discussion:

With council approval we propose to purchase a 2020 Ford Explorer police vehicle. This unit will be purchased from National Auto Fleet Group in Watsonville. It will not be available for months however, we can get our order in and our spot in line to minimize the wait. The dealer estimates 90-120 days for delivery.

Budget:

The total purchase price of, \$41,376, is off of a competitive contract and will come from COPS funds



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

January 14, 2020

Deputy Chief Gary Cramer
City of Corcoran Police Dept
911 Hanna Ave
Corcoran, Ca 93212
Delivery Via Email

Dear Deputy Chief Cramer,

In response to your inquiry, we are pleased to submit the following for your consideration:

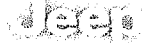
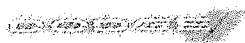
National Auto Fleet Group will sell, service and deliver to Corcoran new/unused 2020 Ford Police Utility responding to your requirement with the attached specifications for \$ 33,517.00 plus, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcwell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Unit to be all Black and include Level 3+ Left and Right Ballistic Doors.

Selling Price	33,517.00
Ballistic Doors	4,302.00
Sub Total	37,819.00
Sales Tax 8.25%	3,120.06
Tire Tax	8.75
Transport	429.00
Total	41,376.81

Delivery Times 90-120 Days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com



City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7-E

TO: Honorable Mayor and City Council

FROM: Ken Jorgensen, City Attorney

DATE: January 28, 2019

SUBJECT: Approval of First Amendment to City Manager's Agreement; and Authorization of City Fund Accounts to be Charged

RECOMMENDED ACTION:

Approve First amendment to City Manager's Agreement.

Approve that the funds for the increase in salary benefits to be proportionately charged to the present funds that are now funding the salary of the City Manager.

BACKGROUND and DISCUSSION:

The City Manager is the administrative head of the City of Corcoran, under the direction and control of the City Council. (Corcoran Municipal Code ("CMC") § 1-7A-5.) The City Manager shall receive such compensation from time-to-time determined by the City Council and shall be reimbursed for all actual and necessary expenses incurred in the performance of the duties of the position. (CMC § 1-7A-4) The Corcoran Municipal Code does not limit the power or the authority of City Council to enter into any supplemental agreement with the City Manager delineating additional terms and conditions of employment. (CMC § 1-7A-8.)

On November 22, 2016, the City entered into an employment agreement with Kindon Meik to serve as the City's City Manager. (See Attached "City Manager's Agreement.")

Pertinent to the proposed amendment, the City Manager's Agreement provides the following:

- The City Manager's Agreement was a three-year employment agreement, starting on January 1, 2017, and ending on December 31, 2019; and
- Dr. Meik is paid a gross annual salary of \$147,900, a sum unchanged since July 1, 2017; and

City Offices

- Dr. Meik pays an employee contribution of 7% to the California Public Employees Retirement System (PERS) ¹;
- There is no total number of hours on the amount of vacation time Dr. Meik can accumulate; and
- Dr. Meik receives a monthly car allowance of \$400 per month.

Earlier this year, the Council met with Dr. Meik to discuss his performance, and at the conclusion of the process, the Council provided Mr. Meik with a positive evaluation. With the City Manager's employment agreement's original term set to expire after 36 months, or on December 31, 2019, the Council recently commenced evaluating Dr. Meik's current salary schedule. As part of the salary survey, the City Council reviewed the salaries of 28 city managers in the surrounding area. When considering the average pay of the other cities within the region, the median gross salary came to approximately \$170,000. Upon further discussion, the City Council and Dr. Meik agreed to base the comparison on 12 local cities. At the high end of the salary survey, the City of Hanford compensates its City Manager \$187,000. On the low end, the City of Farmersville compensates its city manager \$125,000. Below are the salary schedules reported by the 12 local cities:

City	Title	(Bottom)	(Top)
Farmersville	City Manager		\$125,000
Avenal	City Manager		\$145,340
Lindsay	City Manager		\$148,000
Coalinga	City Manager		\$153,299
Lemoore	City Manager	\$121,297	\$154,809
Exeter	Administrator	\$132,912	\$158,124
Kingsburg	City Manager		\$158,340
Kerman	City Manager	\$153,000	\$168,888
Dinuba	City Manager	\$141,168	\$171,576
Parlier	City Manager	\$130,000	\$174,000
Wasco	City Manager		\$175,000
Hanford	City Manager		\$187,188

In addition to a comparison of other local cities, the Council also considered the salary changes made with the City's unrepresented management group since the effective date of the City Manager Employment Agreement. During the approximate three-year time frame, the unrepresented management group received an approximate 9.5 % increase and a one-time 3% of salary payment.

Thus, based on Dr. Meik's performance review, the eight years he has served as the City Manager, and the two comparative salary studies, the City Council recommends an annual salary of \$165,000 through two incremental increases beginning in January 2020 and July 2020.

¹ While the City Manager's employment agreement provided the City would pay 100% of the CalPERS contribution, Mr. Meik voluntary commenced contributing 7% employee contribution without an amendment to the employment agreement.

The City Council also recognizes the unfunded CalPERS liability threatening cities throughout the State and the trend that has employees contributing a greater portion toward CalPERS and the need to be fiscally conservative. Presently, Dr. Meik shares 7% of the cost of CalPERS contribution. The Council recommends that he contribute an additional 3%, a portion historically paid by the employer for a total employee contribution of 10%. The shift in responsibility from the City to Dr. Meik will take place in two 1.5% phases to match the increase in total salary. The City's obligation will mirror the percentage paid by other City employees.

The City also is concerned for the potential of a long-serving employee accumulating vacation time hours and potentially causing a financial issue upon the completion of employment. To that the City seeks to place a maximum number of hours Dr. Meik can accumulate to 1040 hours total along with an opportunity for Dr. Meik to sell back up to 200 hours of vacation time.

Finally, in addition to the present \$400-a-month car allowance, Dr. Meik requested an adjustment to his monthly car allowance to compensate costs for travel further than 50 miles from the City at the current IRS contribution rate.

As a result, the Council recommends the following amendments be made to the City Manager's employment agreement (*and to be read aloud in open session per state law*):

- A two-year extension to the employment agreement; and
- A salary schedule based on an annual salary of \$157,000 commencing the first full pay period in February 2020, through June 30, 2020; and a salary schedule based on an annual salary of 165,000 commencing with the full pay period following July 1, 2020; and
- an adjustment to the City Manager's contribution to CalPERS, requiring the City Manager to contribute 3% of the normal employer CalPERS cost, commencing with 1.5% beginning with the first full pay period in February 2020, and an additional 1.5% beginning with the first full pay period in July 2020;
- a cap rate of total vacation time the City Manager can accumulate; and
- an adjustment to the City Manager's car allowance, allowing for reimbursement for trips exceeding 50 miles from the City at the current IRS mileage allowance.

Prior to taking final action, the City Council is required to orally report a summary of a recommendation for final action on the salary schedules, or compensation paid in the form of fringe benefits of a local agency executive in open session and approved by resolution. (Gov't Code 54953(c)(3); Gov't Code §3511.1(d); as amended in 2016 by SB 1436.) To comply with state law, the oral summary to be read in open session will be above bulleted summary points.

FISCAL IMPACT:

The City Manager's compensation and expenses allowances are charged to various City departments and funds. It is recommended that an increase in the annual salary structure be proportionally charged to the funds that are now charged to fund the City Manager's salary unless directed otherwise by the City Council.

ATTACHMENTS:

- City Manager's Employment Agreement; and
- First Amendment to Employment Agreement; and
- Resolution authorizing the Mayor to sign the First Amendment to Employment Agreement.

CITY MANAGER'S AGREEMENT

This Agreement, made and entered into this 22nd day of November, 2016, between the CITY OF CORCORAN, a municipal corporation, hereinafter referred to as "Employer" and KINDON MEIK, hereinafter referred to as "Employee," each of whom understands and agrees as follows:

WHEREAS, the governing body of the City of Corcoran, hereinafter called "Council," desires to employ the services of KINDON MEIK as City Manager of the City of Corcoran; and

WHEREAS, the Employee has been employed by the City prior to executing this Agreement and the parties intend for this Agreement to continue the employment relationship between the City and the Employee; and

WHEREAS, it is the desire of the Council to provide certain benefits and establish certain terms and conditions of employment, all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties of Employee:

Employee shall serve as the City Manager of the City of Corcoran and shall do and perform all services, acts, or functions necessary or advisable to carry out the duties as provided under ordinance, direction from Council and in job description, all of which is subject to the direction and control of the City Council. Employee shall work exclusively for the City of Corcoran and shall not consult or accept employment with any other person or entity.

SECTION 2. Performance Evaluation

The City Council shall review and evaluate the performance of the Employee annually on or about March 1st. Criteria for the evaluation will be developed jointly by Employer and Employee and may be added to or deleted as Council may from time to time determine in consultation with the Employee. As part of the evaluation, the Council shall provide the Employee with a written set of goals and objectives to be used to direct the initiatives and efforts of the next twelve-month period.

SECTION 3. Term of Employment:

- (A) Employer hereby employs Employee, and Employee hereby accepts employment with Employer for a thirty-six (36) month term of employment commencing as of January 1, 2017. As used herein, "term of employment" or "employment term" refers to the entire period of employment of Employee by Employer hereunder, whether for the period provided above, or whether terminated earlier as hereafter provided, or extended by mutual agreement of Employee and Employer. "Employment Year" refers to each twelve (12) month period during the employment term, commencing each 1st day of each commencement date and terminating twelve (12) months thereafter.

- (B) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in section 12 and 13, of this Agreement.
- (C) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in Section 14 of this Agreement.
- (D) In the event written notice is not given by either party to this Agreement to the other sixty days prior to December 31, 2019, this Agreement shall be extended for an additional two years, unless a different extension period is mutually agreed upon, in writing, by Employer and Employee.

SECTION 4. Basic Salary:

As compensation for the services hereunder, Employee shall continue to receive a basic salary of \$145,000 per year payable at the same time as the other employees of the Employer are paid, during the employment term. Beginning July 1, 2017 the Employee shall receive a 2% cost of living adjustment (COLA). Said COLA is equal to the increase granted to City employees on July 1, 2016 but voluntarily deferred by the Employee. Future compensation shall be determined by the City and the Employee following the performance evaluation of the Employee.

The City shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits received by the Employee, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

SECTION 5. Retirement:

Employer shall make the contribution to the California Public Employees Retirement System (PERS) on behalf of the Employee as is paid by the City for other management employees of City.

Employer shall also contribute 7.5% of the Employee's annual compensation towards the Employee's deferred compensation plan established by the City. The contribution will be made in full on or around January 1st of each year and will be made regardless of any contribution to the deferred compensation plan made by the Employee.

SECTION 6. Insurance:

Employer agrees to provide the Employee and his eligible dependents with medical, dental, and vision insurance. Employer shall continue to pay 80% of the premiums for the Employee and his eligible dependents.

SECTION 7. Vacation and Sick Leave.

Employee shall be entitled to 20 days (160 hours) of vacation and 15 days (120 hours) of sick leave accrual per year. Vacation hours shall be deemed accrued and available to the Employee on or around January 1st of each year. Sick leave hours shall accrue according to accrual rates set

forth for other management employees. No further increases in vacation or sick leave accrual shall be allowed unless agreed to a majority vote of the City Council.

In the event of termination of this Agreement, Employee shall be compensated for accrued and unused vacation at the then current daily rate of the compensation (salary) or portion thereof. Upon retirement with PERS, and termination of this Agreement, Employee will be afforded the opportunity to contribute all unused sick leave hours to his PERS retirement account in accordance with all applicable rules and regulations of PERS. In the event that the agreement is terminated for any reason prior to retirement, Employee shall be paid fifty percent of his accrued and unused sick leave at the then current daily rate of compensation (salary) with a maximum payout of 250 sick leave hours.

Vacation shall be taken at a time selected by the Employee. Employee shall also be entitled to holidays and floating holidays given to management City employees. Vacation and sick leave carry-over, increases, and payouts shall be as current City policy. Employee shall not be subject to an accrual limit on vacation and sick hours. .

SECTION 8. Administrative Leave:

The City's business and management affairs obligate the Employee to routinely work or represent the Employer beyond regular or customary City Hall business office hours or work days. The Employee shall receive no overtime pay for any such time or work. In consideration of this obligation, Employee shall be allowed to take 7 days (56 hours) of paid administrative leave annually. Administrative leave hours shall be deemed accrued and available to the Employee on or around January 1st of each year. Administrative leave shall be subject to the policies and practices governing administrative leave provided to other management employees of the City. Administrative leave is to be used at the discretion of the Employee.

SECTION 9. Professional Development.

Employer agrees to budget and to pay, at Employer's sole discretion, the professional dues, subscriptions, travel and other business expenses which Employer deems reasonable and necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City.

SECTION 10. Bonding:

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 11. Automobile and Tuition Reimbursement:

Employer shall provide to Employee a monthly car allowance of \$400 per month. Employee is entitled to receive up to \$500 per fiscal year for tuition subject to prior written approval by Employer.

SECTION 12. Termination of Employee:

Employee is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506. The City Council may remove the City Manager at any time, with or without cause. In order to be terminated for cause or without cause, the minimum vote of the Council must be a three-fifths (3/5) vote of the full Council. Notice of termination shall be provided to the Employee in writing. Termination as used in this shall also include any informal or formal request that the Employee resign. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.

If Employee is terminated without cause ("for cause" being defined hereafter in Section 13), Employee shall receive a lump sum severance pay as outlined below:

- If Employee is terminated by a 3/5 vote of the City Council, Employee shall receive a lump severance pay equal to twelve (12) months of salary.
- If Employee is terminated by a 4/5 vote of the City Council, Employee shall receive a lump severance pay equal to nine (9) months of salary.
- If Employee is terminated by a 5/5 vote of the City Council, Employee shall receive a lump severance pay equal to six (6) months of salary.

Upon payment of the lump sum, all other obligations of both Employer and Employee under this Agreement shall cease.

In the event of termination without cause, the City likewise agrees to cover the full medical, dental, and vision premiums of the Employee and the Employee's dependents for a period of nine (9) months following termination or until the Employee is covered under the group insurance plan of a subsequent employer.

The Employee may not be terminated during or within a period of sixty (60) days prior to or succeeding any municipal election held in which a member of the City Council is elected. If the City Council should terminate the City Manager during this sixty (60) day period, then the severance provisions provided for herein shall be increased by six (6) months pay plus accrued vacation and sick leave and benefits.

SECTION 13. Termination of Employee for Cause:

Employer may terminate this Agreement for cause upon thirty (30) days written notice to Employee. For the purposes of this Agreement, cause is defined as follows: "The arrest or conviction of Employee for any illegal act involving personal gain to him, and/or any felony." At the end of the thirty-day notice period, the Employee's services shall terminate. At the end of the thirty-day period, all other obligations of both Employee and Employer under this Agreement shall cease. Any termination pursuant to this Section shall not prejudice any other remedy to which the Employer may, either at law, in equity or under this Agreement, be entitled.

SECTION 14. Termination of Agreement by Employee:

This Agreement may be terminated by Employee by giving sixty (60) days written notice of termination to Employer. In the event of the termination of this Agreement by Employee prior to completion of the term of employment specified herein, Employee shall be entitled to the compensation earned by him prior to the date of termination as provided for in this Agreement, computed pro rata up to and including the date. For purposes of this Section, compensation shall include both salary and accrued vacation and sick leave. Employee shall be entitled to no further compensation as of the date of termination. Employee shall be allowed to use accrued vacation leave, not to exceed ten (10) working days during the sixty (60) calendar day notification period.

SECTION 15. Disability:

In the event Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury or mental incapacity for a period of three consecutive months beyond any provided sick leave, the City may terminate this Agreement. Upon termination of the Agreement for the reasons stated in this Section 15, Employee's salary then in effect shall continue until six months have elapsed from the date of the incident or onset of illness give rise to the disability or incapacity. The amount of salary payable to Employee shall be reduced by an amount equal to any disability insurance proceeds then being received by Employee.

SECTION 16. Residency:

The parties hereto acknowledge that it is mutually desirable to have the Employee reside within the City limits of the City of Corcoran.

SECTION 17. Notices:

Notices pursuant to this Agreement shall be written and shall be given by deposit in the custody of the United States Postage Service, postage prepaid, addressed as follows:

1. Mayor, City of Corcoran
832 Whitley Avenue
Corcoran , CA 93212
2. Kindon Meik
2211 Philip Ave.
Corcoran, CA 93212

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission of the United States Postal Service.

SECTION 18. Attorneys' Fees:

In the event it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of this Agreement, or to seek a declaration of the rights and duties of the parties to this Agreement, the parties agree that a court of competent jurisdiction may determine and fix reasonable attorneys' fees to be paid by the prevailing party.

SECTION 19. Indemnification:

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, including court costs and reasonable attorneys' fees.

SECTION 20. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Employee as City Manager by Employer and contains all of the covenants and agreements between them with respect to such employment. It is the intent of the Employer to provide Employee with any benefits of management employees not specifically enumerated in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of a party, which are not embodied herein, and no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effected only if it is in writing and signed by the parties involved.

SECTION 21. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 22. General Provisions:

The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take his orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council and no individual Councilmember shall give any orders or instructions to the City Manager.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

This amended Agreement, upon approval, shall be deemed effective as of __January 1 __, 2017.

WHEREFORE, the parties have executed this Agreement as of the date set forth below, opposite the name of each such party.

Dated: 1-6-17², 2016

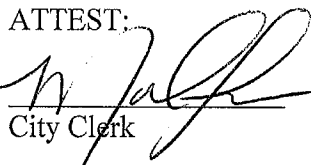
CITY OF CORCORAN

By 
Mayor

Dated: Dec. 15, 2016

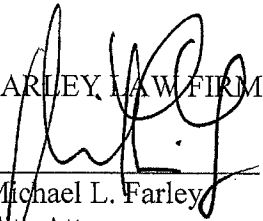
By 
Kindon Meik

Dated: 12-19, 2016

ATTEST:

City Clerk

APPROVED:

Dated: 12-20, 2016

FARLEY, LAW FIRM

Michael L. Farley
City Attorney

FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into as of _____, by and between the City of Corcoran ("City") and Kindon Meik ("Employee"). In consideration of the mutual promises and agreements set forth below and in the Employment Agreement, the City and Employee agree as follows:

1. **Recitals.** This First Amendment is made with respect to the following facts and purposes, which the parties agree are true and correct:

a. On November 22, 2017, the City and Employee entered into an agreement entitled, "City Manager's Agreement" for Employee's employment as City Manager for the City ("City Manager's Agreement"); and

b. The original term of employment was set for 36 months, beginning on January 1, 2017. More than 36 months have past without a revision to the City Manager Agreement;

c. The parties both desire to extend the City Manager's Agreement for an additional two years, through December 31, 2020, and make other amendments to the City Manager's agreement relating to salary, retirement costs, and mileage reimbursement.

2. **Modifications.**

The first sentence of Section 3, subsection A, is amended to read as follows:

"A. Employer hereby employs Employee, and Employee hereby accepts employment with Employer for a 24-month term of employment commencing as of January 1, 2020."

The first sentence of Section 3, subsection D, is amended to read as follows, with modification in bold:

"D. In the event written notice is not given by either party to this Agreement to the other sixty days prior to December 31, **2021**, this Agreement shall be extended for an additional two years, unless a different extension period is mutually agreed upon, in writing, by Employer and Employee.

The first paragraph of Section 4, "Basic Salary" is amended to read as follows, with modifications in bold:

As compensation for the services hereunder, Employee shall continue to receive a basic salary of \$145,000 per year payable at the same time as the other employees of the Employer are paid, during the employment term. Beginning July 1, 2017, the Employee

shall receive a 2% cost of living adjustment (COLA). Said COLA is equal to the increase granted to City employees on July 1, 2016 but voluntarily deferred by the Employee. **Beginning the first full pay period in February 2020, Employee shall be compensated at an annual salary rate of \$157,000. Beginning the first full pay period in July 2020, the Employee shall be compensated at a basic salary of \$165,000.** Future compensation shall be determined by the City and the Employee following the performance evaluation of the Employee.

The first sentence/paragraph of Section 5, "Retirement" is amended to read as follows:

Employee shall pay the full 7.0% employee CalPERS contribution. Beginning with the first full pay period in February 2020, the Employee will begin paying 1.5% of the normal employer cost of the CalPERS contribution. Beginning with the first full pay period in July 2020 the Employee shall pay an additional 1.5% of the normal employer cost of the CalPERS contribution (total 3% of normal employer contribution).

The last paragraph of Section 7, "Vacation and Sick Leave" is amended to read as follows:

Vacation shall be taken at a time selected by the Employee. Employee shall also be entitled to holidays and floating holidays given to management City Employees. Vacation and sick leave carry-over and increases shall be as current policy. Employee shall be entitled to elect a payout of up to 200 hours per fiscal year of accumulated vacation hours. Employee shall not be subject to an accrual limit on sick hours, but will be subject to an accrual limit on 1040 vacation hours.

Section 11, "Automobile and Tuition Reimbursement," is amended to read, with the amendment in **bold**:

Employer shall provide to Employee a monthly car allowance of \$400 per month. **In addition, Employer shall reimburse Employee for travel exceeding 50 miles made in his personal vehicle for City business at the current standard IRS mileage rate.** Employee is entitled to receive up to \$500 per fiscal year for tuition subject to prior written approval by Employer.

The Section 12, "Termination of Employee," is amended to read, with the amendments in **bold**:

Employee is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506. The City Council may remove the City Manager at any time, with or without cause. In order to be terminated for cause or without cause, the minimum vote of the Council must be a three-fifths (3/5) vote of the full Council. Notice of termination shall be provided to the Employee in writing. Termination as used in this shall also include any informal or formal request that the Employee resign. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.

If Employee is terminated without cause (“for cause” being defined below, in Section 13), Employee shall receive, as a sole remedy, a lump severance pay equal to 6 months of basic salary (Section 4) after executing a release of claims, or the remaining amount of basic salary owed under the term of employment (Section 3), which ever is less.

Employee acknowledges the release of claims he would execute in exchange for severance pay would waive, release, and discharge the City, its employees, agents, and each member of the City Council from any all claims, as of the date of Employee’s acceptance. The release and waiver will also provide that Employee would waive any any all rights under Section 1542 of the California Civil Code, which provides in part:

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

At the Employee’s option, payment of of severance pay may be made: (1) by lump sum payment within ten days after Employee executes the release of claims; (ii) by lump sum payment on the fifth day of January of the year following the the year of Employee’s termination; or (3) in equal monthly installments starting the last day of the month after Employee executes the release of claims.

Upon payment of the lump sum, all other obligations of both Employer and Employee under this Agreement shall cease.

In the event of termination without cause, the City likewise agrees to cover the full medical, dental, and vision premiums of the

Employee and the Employee's dependents for a period of nine months following termination or until the Employee is covered under the group insurance plan of a subsequent employer. **The Employer agrees to reimburse Employee within fifteen business days of presentation of the invoice from Employee.**

The Employee may not be terminated during or within a period of sixty (60) days prior to or succeeding any municipal election held in which a member of the City Council is elected. If the City Council should terminate the City Manager during this sixty (60) day period, then the severance provisions provided for herein shall be increased by six (6) months pay plus accrued vacation and sick leave and benefits.

3. **Other Provisions.** Except as expressly provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ of _____.

City of Corcoran

Kindon Meik

By: _____
Sidonio "Sid" Palmerin, Mayor

By: _____
Kindon Meik

Attest:

Approved as to Form:

By: _____
Marlene Spain, City Clerk

By: _____
Kenneth Jorgensen,
Farley Law Firm
City Attorneys

RESOLUTION NO. 3012

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN APPROVING THE FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE; AND ESTABLISHING THE CITY ACCOUNTS TO BE CHARGED.

WHEREAS, the City Manager is appointed by the council wholly on the basis of the administrative and executive ability and qualifications and holds office for and during the pleasure of the City Council. City Council of the City of Corcoran did, on January 28, 2019, hold a duly noticed meeting prescribed by law to consider such requests; and

WHEREAS, the City Manager is the administrative head of the City of Corcoran and is responsible for the efficient administration of all affairs of the City of Corcoran under his control; and

WHEREAS, the City Council at its own discretion may by a majority vote of its members enter into a contract with the City Manager; and

WHEREAS, the City Council entered into an employment agreement with Mr. Kindon Meik to serve as the City Manager commencing January 1, 2017. ("City Manager's Agreement")

WHEREAS, the City Manager's Agreement provides that the City Council may review and evaluate the performance and salary of Mr. Meik at least once annually and which was performed by the City Council; and

WHEREAS, the City Manager's Agreement was for a term of 36 months, through December 31, 2019.

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

1. Declares the foregoing findings are true and correct; and
2. Approves the attached First Amendment to City Manager Employment Agreement; and
3. Authorizes the Mayor to sign the attached First Amendment to City Manager Employment Agreement.

4. Authorizes the increase in annual salary and salary benefits to be proportionately increased to presently charged City Department fund accounts.

The motion was made by Council Member _____ and seconded by Council Member _____ at a regular meeting held on 28th day of January 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sidonio "Sid" Palmerin, Mayor

ATTEST:

Marlene Spain, City Clerk

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8-A

MEMORANDUM

MEETING DATE: January 28, 2020
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- January 29, 2020 (Wednesday) City/County Coordinating Meeting – 6:00 PM, Kings County Administration Multipurpose Room
- February 5, 2020 (Wednesday) Chamber of Commerce Annual Banquet
- February 11, 2020, (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- February 13, 2020 (Thursday) South San Joaquin Division, League of California Cities General Membership Meeting – 6:00PM, Location to be determined.
- February 25, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- March 10, 2020 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

A. Information Items

1. Up With People Activities in March
2. Sustainable Groundwater Management Act – Groundwater Management Plan
3. San Joaquin Valley Air Pollution Control District – vehicle grants
4. Prop 68 Park funding
 - Per capita funding
 - Gateway park application

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

1. Staff Referral Items

C. Committee Reports



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE 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
05/09/17	City Council requested that Staff present draft finance policies relating to General Fund reserves, balanced budget, etc.	Ongoing	Finance Director/City Manager