

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

City Council Chambers  
1015 Chittenden Avenue  
Corcoran, CA 93212

*Tuesday, May 5, 2023  
5:30 P.M*

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

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

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**ROLL CALL**

Mayor:	Jeanette Zamora-Bragg
Vice Mayor:	Pat Nolen
Council Member:	Greg Ojeda
Council Member:	Sidonio "Sid" Palmerin
Council Member:	Jerry Robertson

**INVOCATION**

**FLAG SALUTE**

**1. PUBLIC DISCUSSION (Verbal and Written)**

Members of the audience may address the Council or submit written comments 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 or provide written comments 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.

**2. CONSENT CALENDAR (VV)**

All items listed under the consent calendar are 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.

- 2-A. Approval of minutes for the meeting of the City Council on April 25, 2023.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approval of Warrant Register dated May 9, 2023.
- 2-D. Approval of On-Call Agreement with A&M for State & Federal Projects.
- 2-E. Consider approval of Resolution No. 3989 and Resolution No. 3990, regarding annual update of the existing Landscaping Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853.
- 2-F. Consider approval of Resolution No. 3991 and Resolution No. 3992, regarding annual update of existing Landscaping Assessment District No. 07-02, Subdivision Pheasant Ridge, Tract Map 857.
- 2-G. Consider approval of Resolution No. 3993 and Resolution No. 3994, regarding annual update of existing Landscaping Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856.
- 2-H. Consider approval of Resolution No. 3995 and Resolution No. 3996, regarding annual update of existing Landscaping Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785.
- 2-I. Consider approval of Resolution No. 3997 and Resolution No. 3998, regarding annual update of existing Public Facility Maintenance District (PFMD) Assessment District No. 18-01, Subdivision Sierra Estates 2, Tract 925

**3. PRESENTATIONS – None**

**4. PUBLIC HEARINGS**

- 4-A. Public Hearing to review and approve Resolution No. 3988 Ordering Annexation of Tract 880 into Public Facilities Maintenance District 18-01, Confirming Diagram and Assessment, and Levying of Assessment. *(Beery) (VV)*
  - A. Staff Report
  - B. Accept written testimony
  - C. Accept oral testimony
  - D. Close hearing
  - E. Council discussion
  - F. By motion, approve/approve with changes/deny recommendation

**5. STAFF REPORTS**

- 5-A. Consider awarding phase two of the construction of wells 8C and F to Steve Dovali Construction Inc. *(Faulkner) (VV)*

5-B. Consider approval of the agreement between the County of Kings and the City of Corcoran, Hanford, Avenal, and Lemoore in cooperation regarding the Multijurisdictional 2024-2032 Housing Element updates. *(Tromborg) (VV)*

5-C. Consider approval of Ordinance No. 646 approval of Business Regulating Regarding Retail Cannabis. *(Beery) (VV)*

6. **MATTERS FOR MAYOR AND COUNCIL**

6-A. Upcoming Events/Meetings

6-B. City Manager's Report


6-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*

6-D. Committee Reports

7. **CLOSED SESSION** – None

8. **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 May 5, 2023.

  
Marlene Spain, City Clerk

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

**Tuesday, April 25, 2023**

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

**ROLL CALL**

Councilmembers present: Patricia Nolen, Greg Ojeda, Sid Palmerin, Jerry Robertson and Jeanette Zamora-Bragg

Councilmembers absent:

Staff present: Moses Diaz, Joe Faulkner, Greg Gatzka, Tina Gomez, Sandra Pineda, Reuben Shortnacy, Marlene Spain, and Kevin Tromborg

Press present: None

**INVOCATION**

Invocation was presented by Palmerin

**FLAG SALUTE**

The flag salute was led by Nolen

**1. PUBLIC DISCUSSION**

Veronica Leon 946 Whitley Ave. addressed the council regarding several incidents that have occurred with homeless loitering around her business.

Jason Mayhill 1040 Josephine Ave. addressed the council regarding the ongoing homeless issue.

Mike Cutis 413 Patton Ave. addressed the council regarding the ongoing homeless issue affecting his place of business.

Karl Kassner 2337 North Ave. addressed the council with several concerns with the flooding, Kassner asked if residents would be paying for the levee improvements.

Michael Boyett 1027 Estes Ave. addressed the council and clarified that residents would not be paying for the levee improvements.

2. **CONSENT CALENDAR**

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

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

- 2-A. Approval of minutes for the meeting of the City Council on March 14, 2023 and special meeting minutes for March 22, 2023.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approval of Warrant Register dated March 28, 2023, April 11, 2023, and April 25, 2023.
- 2-D. Consider Rejection of the Claim by Gina Chatman.
- 2-E. Approve the Notice of Completion for the construction contract for Gateway Park.

3. **PRESENTATIONS** -None

At 6:22 P.M. Councilmember Robertson left the dais.

4. **PUBLIC HEARINGS**

- 4-A. Public Hearing to review and approve the final performance reports for the Community Development Block Grant (CDBG) 17-CDBG-12093 was declared open at 6:28 P.M. Kevin Tromborg, Community Development Director presented the staff report. There being no written or oral testimony, the public hearing was declared closed at 6:30 P.M.

Following Council discussion, a motion was made by Nolen and seconded by Ojeda to approve the final performance reports for the Community Development Block Grant (CDBG) 17-CDBG-12093. Motion carried by the following vote:

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

At 6:37 P.M. Councilmember Robertson returned to the dais.

**5. STAFF REPORTS**

City Manager, Greg Gatzka requested item 5-D be moved due to time constraints.

**5-D.** City Manager, Greg Gatzka gave an update on the Corcoran homeless challenges. Gatzka advised residents that the homeless at John Maroot Park were served with notices advising them that they are violation of the city’s anti-encampment ordinance. Gatzka also advised residents that the City has contracted Kings Community Action Organization (KCAO) to help those individuals get connected with transportation, shelter, and social services.

Karl Kassner 2337 North Ave. addressed the council regarding homeless moving into other parks.

Lisa Mahill 1040 Josephine Ave. addressed the council regarding the homeless and said she was glad that the homeless issue was finally being addressed. Mentioned their need for mental health treatment.

Margaret Lirones 1509 Hall Ave. addressed council regarding homeless issue and the need for community involvement.

Yulissa Gonzalez 1404 Hanna Ave. representing Our Lady of Lourdes Catholic Church addressed Council regarding their concern with homeless vandalizing the church. Gonzalez also advised of several other incidents that have occurred with the homeless.

**5-A.** Following Council discussion, a motion was made by Ojeda and seconded by Nolen to approve Resolution No. 3984 regarding the execution of the certification and assurances and authorized agent forms for the Low Carbon Transit Operations Program (LCTOP) regarding the Solar Ready Parking Structure with EV Charing Stations FY-22-23. Motion carried by the following vote:

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

**NOES:**

**ABSENT:**

**5-B.** Kevin Tromborg, Community Development Director presented the Community Development Department 2022 Year End Report.

**5-C.** Following Council discussion, a motion was made by Robertson and seconded by Ojeda to approve Resolution No. 3987 Initiation of Proceeding for Annexation into Territory of PFMD 18-01. Motion carried by the following vote:

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

**NOES:**

**ABSENT:**

Following Council discussion, a motion was made by Robertson and seconded by Ojeda to approve Resolution No. 3986 Resolution of Intention to Approve Petition of Landowner/Developer Requesting Annexation into Territory of PFMD 18-01.  
Motion carried by the following vote:

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

**6. MATTERS FOR MAYOR AND COUNCIL**

- 6-A. Upcoming Events/Meetings
- 6-B. City Manager's Report
- 6-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
- 6-D. Committee Reports

**7. CLOSED SESSION -None**

**8. ADJOURNMENT**

**7:12 P.M.**

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Marlene Spain, City Clerk

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Jeanette Zamora-Bragg, Mayor

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

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

Consent Calendar

ITEM #: 2C

**MEMORANDUM**

**TO:** City Council

**FROM:** Sandra Pineda, Interim Finance Director

**DATE:** May 9, 2023

**MEETING DATE:** May 9, 2023

**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 **2022/2023** Budget and may include items which will be addressed through Budget Amendments.

**Attachments:**

- Warrant Register #1 for warrant request date: **04/24/2023 FY23**
- Warrant Register #2 for warrant request date: **05/02/2023 FY23**



#1

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 04/24/2023 - 12:21PM  
Warrant Request Date: 4/24/2023  
DAC Fund:

Batch: 00423.04.2023 - KEENAN APRIL 2023 PRE

Line	Claimant	Amount
1	Keenan & Associates	394.70
		Page Total: \$394.70
		Grand Total: \$394.70

Page Total: \$394.70

# Accounts Payable Voucher Approval List



User: spineda  
Printed: 04/24/2023 - 12:22PM  
Batch: 00423.04.2023 - KEENAN APRIL 2023 PREMIUMS A MURO SHORTPAID

Warrant Date	Vendor	Description	Account Number	Amount
4/24/2023	Keenan & Associates	SHORT PAID PREMIUMS FOR ANTHONY MURO APRIL 2023	104-421-200-120	394.70
<b>Warrant Total:</b>				<b>394.70</b>

# Accounts Payable Blanket Voucher Approval Document



User: lmustain  
Printed: 05/02/2023 - 3:32PM  
Warrant Request Date: 5/2/2023  
DAC Fund:

Batch: 00501.05.2023 - Wrnt Rgstr 05/09/23 FY23

Line	Claimant	Amount
1	American Office Solutions, LLC	240.00
2	Amtrak	530.00
3	Amtrak	530.00
4	Anthony Chavez	166.11
5	Ayanna Cash	125.76
6	Az Auto Parts	1,335.58
7	Bay City Boiler & Engineering Co., Inc.	980.00
8	Billingsley Tire, Inc.	1,212.47
9	Brenntag Pacific, Inc.	13,111.00
10	BSK Associates	2,873.00
11	California Industrial Rubber	1,818.19
12	Cannon Financial Services, Inc.	294.43
13	Chemical Waste Management Inc	420.00
14	City of Avenal	4,662.90
15	City of Corcoran	250.00
16	Cline's Business Equipment, Inc.	261.65
17	Corcoran Chamber of Commerce	38,000.00
18	Dept of Justice	49.00
19	Dept of Justice	588.00
20	Direct Distributing, Inc.	221.74
21	Ditch Witch Central California	2,279.60
22	DuBois Chemicals	7,206.85
23	Dylan Zable	76.00
24	Ewing Irrigation Products, Inc	1,527.82
25	Ferguson Enterprises, Inc	40,632.74
26	Fresno City College	558.00
27	Frontier Communications	215.31
28	Frontier Communications	54.09
29	Garrett Gilbert	248.00
30	Gary V. Burrows Inc.	3,047.22
31	Home Depot Credit Services	1,316.51
32	Industrial Test Systems Inc	2,563.94
33	Jorgensen & Company	309.14
34	JT2 Inc.	50,100.06
35	Linde Inc.	108.25
36	Matson Alarm Co. Inc.	132.50
37	Matt Chavez	166.11
38	Nacho's Automotive	161.96
39	Navia Benefit Solutions	64.90
40	ODP Business Solutions	78.45
41	O'Reilly	319.74
42	Pace Analytical Services, LLC	500.00
43	PACE Supply	16,924.39
44	Pedro Ortiz Jr	166.11
45	Performance Industrial Controls	403.20
46	PG&E	199.13

47	PG&E	537.19
48	PG&E	7,486.50
49	PG&E	5,350.64
50	PG&E	1,192.51
51	PG&E	100.32
52	Pizza Factory	11.91
53	Prime Towing & Transport, Inc.	250.00
54	Proclean Supply	1,791.18
55	ProForce Law Enforcement	1,606.54
56	Prudential Overall Supply	593.41
57	Pumping Solutions, Inc	524.46
58	Quadiant	45.34
59	Radius Tire Co.	1,215.17
60	Ramiro Sierra	200.00
61	Richard's Chevrolet	229.48
62	SANZ Industrial Services, Inc.	13,854.00
63	Sawtelle & Rosprim Hardware, Inc.	1,823.11
64	Sawtelle Rosprim Machine Shop	417.11
65	Second Chance Bulk Transportation, LLC	2,747.07
66	Simplot Grower Solutions	2,875.88
67	SJVAPCD	979.00
68	Superior Soil Supplements LLC	989.41
69	The Gas Company	5,011.81
70	The Lawnmower Man	155.25
71	The Printer	999.21
72	Tires 4 Less	220.00
73	Trans Union LLC	70.78
74	Tulare County Jail-Industries Engraving Program	91.05
75	Tule Trash Company	2,747.10
76	Univar USA Inc	2,197.48
77	Unmanned Vehicle Technologies, LLC	4,447.00
78	US Bank Equipment Finance	560.97
79	Valley Pump & Dairy Systems, Inc.	1,710.00
80	Vanir Construction Management, Inc.	345.00
81	Verizon Wireless	977.93
82	Verizon Wireless	1,172.61
83	Vulcan Materials Company	635.11
84	Wells Fargo Bank, N.A.	1,357.80
85	Willdan Financial Services	7,790.00
86	Wood Bros., Inc	23,174.63

Grand Total: \$295,513.81

# Account Voucher Approval List

User: Imustain  
 Printed: 05/02/2023 - 3:33PM  
 Batch: 00501.05.2023 - Wmt Rgstr 05/09/23 FY23



Warrant Date	Vendor	Description	Account Number	Amount
5/2/2023	American Office Solutions, LLC	ROUND TRIP MILEAGE FOR MARCH REG SERVICE	104-432-300-201	120.00
5/2/2023	American Office Solutions, LLC	ROUND TRIP MILEAGE FOR MARCH REG SERVICE	104-432-300-201	120.00
5/2/2023	Amtrak	10 TEN RIDES	145-410-300-292	530.00
5/2/2023	Amtrak	10 TEN RIDES	145-410-300-292	530.00
5/2/2023	Anthony Chavez	EXPO 2023 TRAINING SOUNTH LAKE TAHOE - MILEAGE	105-437-300-270	166.11
5/2/2023	Ayanna Cash	OVERPAID INS PREMS/APRIL 2023 PAYROLL	104-421-200-120	125.76
5/2/2023	Az Auto Parts	BRAKE FLUID	105-437-300-210	4.54
5/2/2023	Az Auto Parts	WIPER BLADES UNIT 155	109-434-300-260	11.19
5/2/2023	Az Auto Parts	SUPPLIES UNIT 189	105-437-300-260	31.43
5/2/2023	Az Auto Parts	SUPPLIES WTP	105-437-300-210	23.23
5/2/2023	Az Auto Parts	BOX OF WD40	105-437-300-210	73.39
5/2/2023	Az Auto Parts	SUPPLIES UNIT 285	105-437-300-210	576.86
5/2/2023	Az Auto Parts	VAC TRUCK REFLECTOR	120-435-300-210	4.57
5/2/2023	Az Auto Parts	CABLE END UNIT 215	145-410-300-260	1.43
5/2/2023	Az Auto Parts	BEARING & BEARING CAP UNIT 71	120-435-300-140	75.65
5/2/2023	Az Auto Parts	BEARING SET UNIT 71	120-435-300-140	51.18
5/2/2023	Az Auto Parts	FAN BELT UNIT 184	109-434-300-140	21.34
5/2/2023	Az Auto Parts	TOOLS SHOP USE	104-433-300-210	82.95
5/2/2023	Az Auto Parts	YELLOW LED CLEARANCE LIGHT UNIT 238	145-410-300-260	83.79
5/2/2023	Az Auto Parts	HOUR GAUGE FOR GENERATOR WELL 1	105-437-300-140	75.08
5/2/2023	Az Auto Parts	FILTERS FOR SERVICE UNIT 102	109-434-300-260	70.52
5/2/2023	Az Auto Parts	VAC TRUCK FUSE KIT	120-435-300-210	21.64
5/2/2023	Az Auto Parts	WASH BRUSH & HANDLE BUS WASH	104-433-300-210	33.35
5/2/2023	Az Auto Parts	WIPER BLADES UNIT 33	109-434-300-260	11.19
5/2/2023	Az Auto Parts	BEARING BUDDY CAPS UNIT 71	120-435-300-140	82.25
5/2/2023	Bay City Boiler & Engineering Co., Inc.	HEATER REPAIRS AT RAC POOL	138-413-300-140	980.00
5/2/2023	Billingsley Tire, Inc.	TIRES FOR OLDER CAPRICE - CPD	104-421-300-260	1,212.47
5/2/2023	Brenntag Pacific, Inc.	FERRIC CHLORIDE CHEMICALS FOR WTP	105-437-300-219	13,111.00
5/2/2023	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	83.00
5/2/2023	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	381.00
5/2/2023	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	120.00
5/2/2023	BSK Associates	QUARTERLY LAGOON	120-435-300-200	379.00
5/2/2023	BSK Associates	SAMPLING	105-437-300-200	62.00
5/2/2023	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	243.00
5/2/2023	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	120.00
5/2/2023	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	243.00
5/2/2023	BSK Associates	SAMPLING	105-437-300-200	298.00
5/2/2023	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	475.00
5/2/2023	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	58.00
5/2/2023	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	168.00
5/2/2023	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	243.00
5/2/2023	California Industrial Rubber	6" HOSES TO PUMP DOWN STORM BASIN	121-439-300-210	1,818.19
5/2/2023	Cannon Financial Services, Inc.	CONTRACT CHARGE APRIL 2023	104-432-300-180	294.43
5/2/2023	Chemical Waste Management Inc	BIN RENTAL FEE	105-437-300-193	420.00
5/2/2023	City of Avenal	SERVICE CONTRACT MAR 2022	104-421-300-203	4,662.90
5/2/2023	City of Corcoran	SALAS, CARRILLO, FLORES	104-421-300-270	180.00
5/2/2023	City of Corcoran	GIFT CERT- WELLNESS APP	104-421-300-210	35.00
5/2/2023	City of Corcoran	GIFT CERT- WELLNESS APP	104-421-300-210	35.00
5/2/2023	Cline's Business Equipment, Inc.	COPIER USAGE	104-421-300-180	261.65
5/2/2023	Corcoran Chamber of Commerce	ANNUAL CONTRIBUTION TO CORCORAN CHAMBER FY2023	104-401-300-207	38,000.00

5/2/2023	Dept of Justice	LIVE SCAN FEE - IVAN GONZALEZ DOJ APPLICATION	104-405-300-200	49.00
5/2/2023	Dept of Justice	LIVE SCAN FEE - MAR 2023	104-421-300-148	588.00
5/2/2023	Direct Distributing, Inc.	2" DAYTONS FOR WTP STOCK	105-437-300-210	221.74
5/2/2023	Ditch Witch Central California	WATERVAC TRAILER BLOWER MOTOR REPAIRS	105-437-300-140	2,279.60
5/2/2023	DuBois Chemicals	TRAILER BRITE, TRACTOR BRITE	145-410-300-211	7,206.85
5/2/2023	Dylan Zable	NAVIGATING STATE FUNDING TRAINING 4/26/23	105-437-300-270	76.00
5/2/2023	Ewing Irrigation Products, Inc	PARK SUPPLIES	104-412-300-210	937.27
5/2/2023	Ewing Irrigation Products, Inc	PARK SUPPLIES - CHALK MACHINE	104-412-300-210	590.55
5/2/2023	Ferguson Enterprises, Inc	PO# 24614 NON-RESIDENTIAL METERS	105-437-300-200	40,096.49
5/2/2023	Ferguson Enterprises, Inc	PACER HYDRANT REPAIR KITS	105-437-300-140	536.25
5/2/2023	Fresno City College	TRAFFIC COLLISION INVESTIGATION	104-421-300-270	558.00
5/2/2023	Frontier Communications	WWTP ACCT# 559-992-1265-091718-5	120-435-300-220	54.09
5/2/2023	Frontier Communications	CITY HALL ACCT# 559-992-2775-060408-5	104-432-300-220	215.31
5/2/2023	Garrett Gilbert	FTO INSTRUCTOR 5/14-5/19	104-421-300-270	248.00
5/2/2023	Gary V. Burrows Inc.	FUEL WTP	105-437-300-250	535.72
5/2/2023	Gary V. Burrows Inc.	FUEL WWTP	120-435-300-250	878.91
5/2/2023	Gary V. Burrows Inc.	FUEL STREETS	109-434-300-250	595.81
5/2/2023	Gary V. Burrows Inc.	FUEL PD	104-421-300-250	899.61
5/2/2023	Gary V. Burrows Inc.	FUEL MECH	104-433-300-250	137.17
5/2/2023	Home Depot Credit Services	OLEANDER CLEAN UP RAKES	105-437-300-210	64.89
5/2/2023	Home Depot Credit Services	WTP SUPPLIES	105-437-300-210	158.95
5/2/2023	Home Depot Credit Services	ARPA : WASTEWATER PROJECT #5-INFLUENT PUMPS RECONSTRUCTION	120-435-500-540	213.43
5/2/2023	Home Depot Credit Services	TOOLS FOR OLEANDER CLEAN UP	105-437-300-210	167.68
5/2/2023	Home Depot Credit Services	TOOLS FOR OLEANDER CLEAN UP	105-437-300-210	32.43
5/2/2023	Home Depot Credit Services	STREET LIGHT TOOLS	109-434-300-210	368.49
5/2/2023	Home Depot Credit Services	SHOP SHELVING	105-437-300-210	8.62
5/2/2023	Home Depot Credit Services	ARPA : WASTEWATER PROJECT #5-INFLUENT PUMPS RECONSTRUCTION	120-435-500-540	302.02
5/2/2023	Industrial Test Systems Inc	REPLACEMENT ARSENIC SCANNER	105-437-300-140	2,563.94
5/2/2023	Jorgensen & Company	CALIBRATION OF OXYGEN METERS FOR WWTP	120-435-300-200	309.14
5/2/2023	JT2 Inc.	HSIP-5223(024) CROSSWALK FEB 2023	109-434-300-200	46,852.10
5/2/2023	JT2 Inc.	HSIP-5223(024) CROSSWALK JAN 2023	109-434-300-200	3,247.96
5/2/2023	Linde Inc.	CO2 COMMUNICATIONS	105-437-300-200	108.25
5/2/2023	Matson Alarm Co. Inc.	RAO ALARM SYSTEM - MONITORING & SVC MAY 2023	136-415-300-200	132.50
5/2/2023	Matt Chavez	EXPO 2023 TRAINING SOUTH LAKE TAHOE - MILEAGE	120-435-300-270	166.11
5/2/2023	Nacho's Automotive	A/C SERVICE UNIT 228	104-421-300-260	161.96
5/2/2023	Navia Benefit Solutions	COBRA ADMIN 04/01/23-04/30/23	104-402-300-200	64.90
5/2/2023	ODP Business Solutions	2023 SPRING CLEAN UP VOUCHER PAPER	112-438-300-200	78.45
5/2/2023	O'Reilly	SNESOR CONNECTOR UNIT 286	105-437-300-140	7.24
5/2/2023	O'Reilly	SERVICED WWTP MULE UNIT 195	120-435-300-260	131.97
5/2/2023	O'Reilly	SEAT COVERS & FLOORMATS UNIT 258	104-412-300-260	117.96
5/2/2023	O'Reilly	SERVICED WWTP VAC TRUCK UNIT 208	120-435-300-260	62.57
5/2/2023	Pace Analytical Services, LLC	MONTHLY ARSENIC TESTING SAMPLES APRIL 2023 - WWTP	120-435-300-200	250.00
5/2/2023	Pace Analytical Services, LLC	MONTHLY ARSENIC TESTING SAMPLES MARCH 2023 - WWTP	120-435-300-200	250.00
5/2/2023	PACE Supply	B36 REPLACEMENT LIDS	105-437-300-140	89.98
5/2/2023	PACE Supply	20 FB CANS/LIDS & 10 B16 LIDS	105-437-300-210	1,437.32
5/2/2023	PACE Supply	PINCHING TOOL FOR WTP STOCK	105-437-300-210	311.41
5/2/2023	PACE Supply	1" BRASS VALVES FOR STOCK	105-437-300-210	490.59
5/2/2023	PACE Supply	PINCHING TOOL FOR WTP STOCK	105-437-300-210	311.41
5/2/2023	PACE Supply	3 B36 BOXES FOR STOCK	105-437-300-210	304.94
5/2/2023	PACE Supply	REPLACING BELOW GROUND DIGESTER GATE VALVES	120-435-300-140	7,857.78
5/2/2023	PACE Supply	SERVICE CHARGE	105-437-300-210	85.54
5/2/2023	PACE Supply	B36 LIDS	105-437-300-210	669.05
5/2/2023	PACE Supply	WWTP PLUG VALVES	120-435-300-210	2,644.44
5/2/2023	PACE Supply	2" BRASS VALVES FOR STOCK	105-437-300-210	1,560.69
5/2/2023	PACE Supply	3/4" BRASS 90 DEGREE ELBOWS FOR STOCK	105-437-300-210	106.13
5/2/2023	PACE Supply	1" BRASS ANGLE VALVES FOR STOCK	105-437-300-210	881.91
5/2/2023	PACE Supply	WHITE FLAGS FOR MAKING OUT USAN	105-437-300-210	173.20
5/2/2023	Pedro Ortiz Jr	EXPO 2023 TRAINING SOUTH LAKE TAHOE MILEAGE	120-435-300-270	166.11
5/2/2023	Performance Industrial Controls	TROUBLESHOOT & REPAIR WWTP DIALERS	120-435-300-200	403.20
5/2/2023	PG&E	911 HANNA AVE CPD	104-432-300-240	7,486.50

5/2/2023	PG&E	UTILITES - KC STREET LIGHTING	104-432-300-240	537.19
5/2/2023	PG&E	UTILITES - STREET LIGHTING	111-604-300-240	100.32
5/2/2023	PG&E	UTILITES 500 OTIS AVE	104-412-300-240	1,192.51
5/2/2023	PG&E	UTILITES - 1311 1/2 HANNA	301-430-300-316	199.13
5/2/2023	PG&E	UTILITES SE NE NE 12 21 22	105-437-300-240	5,350.64
5/2/2023	Pizza Factory	INMATE MEAL	104-421-300-148	11.91
5/2/2023	Prime Towing & Transport, Inc.	TPWING - C2300586 NKZ538	104-421-300-210	250.00
5/2/2023	Proclean Supply	GOVT BUILDING SUPPLIES	104-432-300-216	1,791.18
5/2/2023	ProForce Law Enforcement	MAG MOD	104-421-300-210	794.77
5/2/2023	ProForce Law Enforcement	SIG P320C	104-421-300-210	811.77
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	205.92
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	136-415-300-200	47.19
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	105-437-300-200	70.08
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	145-410-300-200	65.79
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-320-200	30.03
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	52.66
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	19.23
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	36.72
5/2/2023	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	120-435-300-200	65.79
5/2/2023	Pumping Solutions, Inc	SMALL PRESS REPAIRS	105-437-300-140	524.46
5/2/2023	Quadient	POSTAGE MACHINE @ CITY HALL	104-432-300-152	45.34
5/2/2023	Radius Tire Co.	TIRES UNIT 285	105-437-300-260	1,215.17
5/2/2023	Ramiro Sierra	REFUNDS VETS HALL DEPOSIT 4/15/23	104-432-300-200	200.00
5/2/2023	Richard's Chevrolet	A/C HOSE UNIT 228	104-421-300-260	229.48
5/2/2023	SANZ Industrial Services, Inc.	SLUDGE REMOVAL REJECT TANK #2 WTP	105-437-300-193	5,442.00
5/2/2023	SANZ Industrial Services, Inc.	SLUDGE REMOVAL REJECT TANK #2 WTP	105-437-300-193	4,206.00
5/2/2023	SANZ Industrial Services, Inc.	SLUDGE REMOVAL REJECT TANK #2 WTP	105-437-300-193	4,206.00
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	2 BOXES LATEX GLOVES - WTP	105-437-300-210	57.81
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	REPAIRS AT WTP	105-437-300-140	9.55
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	SUPPLIES - STREETS	109-434-300-210	132.18
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	THREAD FOR REPAIRS ACTUATOR	105-437-300-140	7.85
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	INFLOW PUMP SUPPLIES	120-435-300-210	24.55
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	INFLOW PUMP SUPPLIES	120-435-300-210	34.92
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	COVERAL TO SPRAY WEEDS	105-437-300-210	36.88
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	5 BOXES LATEX GLOVES - WWTP	120-435-300-210	144.51
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	PARTS FOR VAC TRUCK UNIT 208	120-435-300-210	3.91
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	GRIND & WIRE WHEEL	104-433-300-210	64.70
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	20 BOXES LATEX GLOVES - WTP	105-437-300-210	578.06
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	1 BOX LATEX GLOVES - WWTP	120-435-300-210	26.70
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	INFLOW PUMPS SUPPLIES	120-435-300-210	95.11
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	COVERAL TO SPRAY WEEDS	120-435-300-210	184.39
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	2 BOXES LATEX GLOVES - WWTP	120-435-300-210	57.81
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	TOOLS FOR UNIT 285	105-437-300-210	297.68
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	HYDRAULIC STEM PART FOR VAC TRUCK UNIT 208	120-435-300-210	33.25
5/2/2023	Sawtelle & Rosprim Hardware, Inc.	HYDRAULIC STEM PART FOR VAC TRUCK UNIT 208	120-435-300-210	33.25
5/2/2023	Sawtelle Rosprim Machine Shop	SPACER FOR INFLOW PUMPS	105-437-300-200	316.33
5/2/2023	Sawtelle Rosprim Machine Shop	3" PLATES FOR DISTRIBUTION SYSTEM	105-437-300-200	100.78
5/2/2023	Second Chance Bulk Transportation, LLC	BLUE ROCK FOR WTP EQUIPMENT AREA	105-437-300-210	2,747.07
5/2/2023	Simplor Grower Solutions	PISTACHIO FARMING - CHEMICALS	139-450-300-210	2,875.88
5/2/2023	SJVAPCD	22/23/ANNUAL AIT TOXIC ASSESSMENT C7560	105-437-300-160	880.00
5/2/2023	SJVAPCD	22/23/ANNUAL AIT TOXIC ASSESSMENT C2684	105-437-300-160	99.00
5/2/2023	Superior Soil Supplements LLC	SB1383 GRANT - MULCH FOR CITY PARKS	112-436-300-205	800.00
5/2/2023	Superior Soil Supplements LLC	MULCH FOR CITY PARKS	104-412-300-210	189.41
5/2/2023	The Gas Company	POOL	138-413-300-200	5,011.81
5/2/2023	The Lawnmower Man	SPRING REPLACEMENT STARTER ASSEMBLY	105-437-300-140	15.82
5/2/2023	The Lawnmower Man	STARTER ASSEMBLY REPLACEMENTS FOR AIR COMPRESSOR & WHEELER	105-437-300-140	139.43
5/2/2023	The Printer	NOTICE TO APPEAR	104-421-300-155	999.21
5/2/2023	Tires 4 Less	NEW TIRE FOR UNIT 271	104-421-300-260	220.00
5/2/2023	Trans Union LLC	PROFESSIONAL SRV/BACKGROUNDS MAR-23	104-421-300-200	70.78
5/2/2023	Tulare County Jail-Industries Engraving Program	ACRYLIC - DISP OF THE YEAR	104-421-300-210	91.05

5/2/2023	Tule Trash Company	PULL FEE INV DATE 1/1/23	112-436-300-200	1,049.60
5/2/2023	Tule Trash Company	PULL FEE INV DATE 1/1/23	112-436-300-200	915.70
5/2/2023	Tule Trash Company	PULL FEE INV DATE 1/1/23	112-436-300-200	781.80
5/2/2023	Univar USA Inc	RAC POOL - SODIUM HYPOCHLORITE CHEMICALS	138-413-300-200	2,197.48
5/2/2023	Unmanned Vehicle Technologies, LLC	DRONE DJI MAVIC 3 ENTERPRISE W/CARE - FLOOD MAPPING	104-421-300-210	2,224.00
5/2/2023	Unmanned Vehicle Technologies, LLC	DRONE DJI MAVIC 3 ENTERPRISE W/CARE - FLOOD MAPPING	104-421-300-210	2,223.00
5/2/2023	US Bank Equipment Finance	DEPOT COPIER MONTHLY CONTRACT CHARGES	145-410-300-180	323.82
5/2/2023	US Bank Equipment Finance	PUBLIC WORKS COPIER LEASE	109-434-300-180	237.15
5/2/2023	Valley Pump & Dairy Systems, Inc.	STORM PUMP @ OTTAWA BASIN - REPAIR WORK	121-439-300-200	1,710.00
5/2/2023	Vanir Construction Management, Inc.	PROP 68 PARK GRANT - CONSTRUCTION MANAGEMENT SERVICES MAR 2023	307-449-500-530	345.00
5/2/2023	Verizon Wireless	CM CELL PHONE SERVICE	104-402-300-200	52.53
5/2/2023	Verizon Wireless	MARLENE CELL PHONE SERVICE	104-402-300-200	28.58
5/2/2023	Verizon Wireless	TRANSIT BUSES AIR CARDS (6)	145-410-300-220	228.06
5/2/2023	Verizon Wireless	CELL PHONE SERVICE PD ACCT# 209258669-00001	104-421-300-221	1,172.61
5/2/2023	Verizon Wireless	CAMERA #2 GATEWAY PARK	104-412-300-220	38.03
5/2/2023	Verizon Wireless	WATER - ON CALL PHONE SERVICE	105-437-300-220	39.60
5/2/2023	Verizon Wireless	PUBLIC WORKS - MOBILE MIFI HOTSPOT	104-431-300-200	38.01
5/2/2023	Verizon Wireless	FINANCE CELL PHONE SERVICE	104-405-300-200	30.07
5/2/2023	Verizon Wireless	CELL PHONE SERVICE (JOE)	104-431-300-200	39.60
5/2/2023	Verizon Wireless	TRANSIT CAMERA #1	145-410-300-220	38.17
5/2/2023	Verizon Wireless	COM DEV PHONES	104-406-300-220	81.96
5/2/2023	Verizon Wireless	CELL PHONE SERVICE (RICK)	104-433-300-200	2.15
5/2/2023	Verizon Wireless	WWTP DUTY MAN CELL PHONE	104-402-300-200	1.59
5/2/2023	Verizon Wireless	TRANSIT CELL PHONE SERVICE	145-410-300-220	207.54
5/2/2023	Verizon Wireless	COM DEV /AIR CARDS (2)	104-406-300-220	76.02
5/2/2023	Verizon Wireless	TRANSIT WIRELESS AIR CARDS	145-410-300-220	76.02
5/2/2023	Vulcan Materials Company	PO# 24830 COLDMIX STREET REPAIR	109-434-300-213	635.11
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
5/2/2023	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-406-300-200	7,790.00
5/2/2023	Willdan Financial Services	BUILDING SERVICES 3/23	105-437-500-512	1,720.00
5/2/2023	Wood Bros., Inc	CORCORAN WELL 8C	105-437-500-519	21,454.63
5/2/2023	Wood Bros., Inc	STATE ALLOCATION: WELL 5F GRANT - HYDROGEO & WELL DESIGN		
			<b>Warrant Total:</b>	<b>295,513.81</b>



City of

# CORCORAN

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Public Works Department

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CONSENT CALENDAR  
ITEM #: 2-D

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: May 3, 2023 MEETING DATE: May 9, 2023

SUBJECT: Extension of On-Call Agreement with A&M for State & Federal Projects

**Recommendation:**

The on-call agreement with A&M for State and Federal projects will be extended for an additional year, making it a total of four years, with a maximum limit of five years.

**Background:**

To ensure the timely completion of state and federal projects, the city has established an on-call agreement for engineering & construction resident engineer services that complies with state and federal guidelines, including Caltrans requirements.

**Discussion:**

To take advantage of on-going grant opportunities that involve procuring professional services, the city has set up an on-call agreement with A&M to assist with the prompt completion of grant projects due to the quick timeline schedules.

**Budget Impact:**

There is no fiscal impact.

City of

# CORCORAN

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**STAFF REPORT**

**ITEM #: 2-E**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Marlene Spain, City Clerk

**DATE:** May 5, 2023

**MEETING DATE:** May 9, 2023

**SUBJECT:** Consider approval of Resolution No. 3989 Directing City Engineer to prepare a report on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3990 Intent to Levy and Collect Assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972.

**Recommendation: (Voice Vote)**

Move to approve Resolution No. 3989 and Resolution No. 3990, regarding annual update of existing Landscaping Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853.

**Discussion:**

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

**Budget Impact:**

The assessments will pay for all costs relating to the maintenance of the district.

**Attachments:**

Resolution No. 3989

Resolution No. 3990

City Offices

RESOLUTION NO. 3989

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-01, SUBDIVISION SALYER ESTATES NO. 3, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500) and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare the file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFOR BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor

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

RESOLUTION NO. 3990

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-01, SUBDIVISION SALYER ESTATES NO. 3, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JUNE 13, 2023 to consider the intent to levy and collect assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette, Zamora-Bragg, Mayor

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

City of

# CORCORAN

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

**MEMO**

**TO:** Corcoran City Council

**FROM:** Marlene Spain, City Manager

**DATE:** May 5, 2023

**MEETING DATE:** May 9, 2023

**SUBJECT:** Consider approval of Resolution No. 3991 Directing City Engineer to prepare a report on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3992 Intent to Levy and Collect Assessments on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972.

**Recommendation: (Voice Vote)**

Move to approve Resolution No. 3991 and Resolution No. 3992, regarding annual update of existing Landscaping Assessment District No. 07-02, Subdivision Pheasant Ridge, Tract Map 857.

**Discussion:**

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

**Budget Impact:**

The assessments will pay for all costs relating to the maintenance of the district.

**Attachments:**

Resolution No. 3991

Resolution No. 3992

City Offices

RESOLUTION NO. 3991

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-02, SUBDIVISION PHEASANT RIDGE (PREVIOUSLY KNOWN AS SEQUOIAS PHASE I), PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500) and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare the file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFOR BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor

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

City of

# CORCORAN

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## CONSENT CALENDAR

ITEM #: 2-G

### MEMO

**TO:** Corcoran City Council

**FROM:** Marlene Spain, City Manager

**DATE:** May 5, 2023

**MEETING DATE:** May 9, 2023

**SUBJECT:** Consider approval of Resolution No. 3993 Directing City Engineer to prepare a report on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3994 Intent to Levy and Collect Assessments on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972.

#### **Recommendation: (Voice Vote)**

Move to approve Resolution No. 3993 and Resolution No. 3994, regarding annual update of existing Landscaping Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856.

#### **Discussion:**

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

#### **Budget Impact:**

The assessments will pay for all costs relating to the maintenance of the district.

#### **Attachments:**

Resolution No. 3993

Resolution No. 3994

City Offices

RESOLUTION NO. 3993

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-01, SUBDIVISION SUNRISE VILLAS, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500) and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare the file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFOR BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor

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



RESOLUTION NO. 3994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-01, SUBDIVISION SUNRISE VILLAS, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JUNE 13, 2023 to consider the intent to levy and collect assessments on Assessment District No. 08-01, Subdivision Sunrise Villas.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette, Zamora-Bragg, Mayor

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

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

**STAFF REPORT**

**ITEM #: 2-H**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Marlene Spain, City Manager

**DATE:** May 5, 2023

**MEETING DATE:** May 9, 2023

**SUBJECT:** Consider approval of Resolution No. 3995 Directing City Engineer to prepare a report on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 3996 Intent to Levy and Collect Assessments on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972.

**Recommendation: (Voice Vote)**

Move to approve Resolution No. 3995 and Resolution No. 3996, regarding annual update of existing Landscaping Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785.

**Discussion:**

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

**Budget Impact:**

The assessments will pay for all costs relating to the maintenance of the district.

**Attachments:**

Resolution No. 3995

Resolution No. 3996

City Offices

RESOLUTION NO. 3995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-02, SUBDIVISION PATTERSON AVENUE, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500) and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare the file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFOR BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor

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

RESOLUTION NO. 3996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-02, SUBDIVISION PATTERSON AVENUE, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed and assessment district pursuant to the Landscaping and Lighting Act 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFOR BE IT RESOLVED, that a Public Hearing shall be held on JUNE 13, 2023 to consider the intent to levy and collect assessments on Assessment District No. 08-02, Subdivision Patterson Avenue.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor

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

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

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**STAFF REPORT**

**ITEM #: 2-I**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Marlene Spain, City Manager

**DATE:** May 5, 2023

**MEETING DATE:** May 9, 2023

**SUBJECT:** Consider approval of Resolution No. 3997 Directing City Engineer to prepare a report on Public Facility Maintenance District (PFMD) Assessment District No. 18-01, Subdivision Sierra Estates 2, Tract 925 and Resolution No. 3998 Intent to Levy and collect Assessments on Public Facility Maintenance District (PFMD) Assessment No. 18-01

**Recommendation: (Voice Vote)**

Move to approve Resolution No. 3997 and Resolution No. 3998, regarding annual update of existing Public Facility Maintenance District (PFMD) Assessment District No. 18-01, Subdivision Sierra Estates 2, Tract 925

**Discussion:**

This is the first step in the process for reviewing annual Landscaping Assessment Districts.

**Budget Impact:**

The assessments will pay for all costs relating to the maintenance of the district.

**Attachments:**

Resolution No. 3997

Resolution No. 3998

City Offices

**RESOLUTION NO. 3997**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
DIRECTING ENGINEER TO PREPARE A REPORT ASSESSMENTS ON PUBLIC  
FACILITY MAINTENANCE DISTRICT (PFMD) NO. 18-01, SUBDIVISION SIERRA  
ESTATES 2, TRACT 925, PURSUANT TO LANDSCAPE AND LIGHTING ACT  
OF 1972**

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500) and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare the file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFOR BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Corcoran held on the 9th day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: \_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor

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

**RESOLUTION NO. 3998**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
INTENT TO LEVY AND COLLECT ASSESSMENTS PUBLIC FACILITY  
MAINTENANCE DISTRICT (PFMD) NO. 18-01, SUBDIVISION SIERRA ESTATES 2,  
TRACT 925, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972**

**WHEREAS**, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code); AND

**WHEREAS**, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

**WHEREAS**, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said public facility maintenance district (PFMD).

**NOW, THEREFORE, BE IT RESOLVED**, that a Public Hearing shall be held on JUNE 13, 2023 to consider the intent to levy and collect assessments on Public Facility Maintenance District (PFMD). 18-01, Sierra Estates Subdivision Tract 925.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Corcoran held on the 9th day of May, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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Jeanette, Zamora-Bragg, Mayor

**ATTEST:**

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Marlene Spain, City Clerk

**PUBLIC HEARING  
ITEM #: 4-A**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Joseph Beery, Deputy City Attorney

**DATE:** May 4, 2023

**MEETING DATE:** May 9, 2023

**SUBJECT:** Resolution No. 3988 Ordering Annexation of Tract 880 into Public Facilities Maintenance District 18-01, Confirming Diagram and Assessment, and Levying of Assessment.

**Summary:**

DR Horton (“**Developer**”), the owner of Tract 880, has petitioned the City to annex Tract 880 into existing Public Facilities Maintenance District (“**PFMD**”) 18-01. At the public hearing set for this matter, if it is determined that a majority of the property owner’s ballots are in favor of the annexation of Tract 880 into PFMD 18-01, then this Resolution confirms the diagram/map of Tract 880, orders the annexation into PFMD 18-01, and levies the assessment identified in the Engineer’s Report.

**Recommendation:**

Approve Resolution No. 3988, annexing Tract 880 into PFMD 18-01.

**Budget impact:**

None if passed.

**Background:**

Developer developed Tract 880 with forty-six (46) different lots containing single-family dwellings. As part of the development agreement with the City, Developer installed certain improvements including, without limitation, lighting, landscaping, and roads, that provide a specific benefit to privately owned parcels within Tract 880. To ensure fair apportionment of the annual costs to maintain these improvements, these forty-six (46) lots are proposed to be included within a comparable public facilities maintenance district and will be assessed the costs of maintaining the improvements which provide a specific benefit to them.

**Attachment:**

Resolution No. 3988



**BEFORE THE CITY COUNCIL OF THE  
CITY OF CORCORAN**

**IN THE MATTER OF:**

Resolution Ordering Annexation of Tract 880  
into Public Facilities Maintenance District No.  
18-01, Confirming Diagram and Assessment,  
and Levying of Assessment.

**RESOLUTION No. 3988**

WHEREAS, the CITY OF CORCORAN (“City”) received a petition from D.R. HORTON, (the “Developer”), who is the sole owner and developer of Tract 880, requesting and consenting to the annexation of certain real property located in the City of Corcoran, County of Kings, State of California, more particularly described in **ATTACHMENT A**;

WHEREAS, in April the City adopted Resolutions 3987 and 3986, which approved Developer’s petition for annexation into an existing maintenance district and initiated the Proceedings to Annex that certain real property into Public Facilities Maintenance District No. 18-01, including ordering City’s engineer to prepare an engineer’s report and setting a public hearing on said petition;

WHEREAS, the City’s engineer prepared and filed such engineer’s report with the City’s Clerk in accordance with California Streets and Highways Code § 22586 and the City Council approved said report;

WHEREAS, the public hearing on said petition was duly noticed and held at the Corcoran City Council Chambers located at 1015 Chittenden Avenue, Corcoran, California 93212, on May 9, 2023 at 5:30 p.m., with the consent of the County auditor who under Streets and Highways Code § 22640(b) authorized completion of the assessment ballot proceeding no later than August 21, 2023;

WHEREAS, the City received Developer’s ballot giving Developer’s consent to the annexation of the certain real property into Public Facilities Maintenance District No. 18-01, and to the adoption of the Engineer’s Report and the levy of the assessments stated therein.

WHEREAS, at said public hearing, the City Council considered staff reports, public comments, protests and the engineer's report, and when the valid assessment ballots were tabulated those in favor of the formation of the Assessment District and levy of the assessment outweighed those which were opposed, as follows: **In-Favor** totaled \_\_\_\_\_ shares and **Against** totaled \_\_\_\_\_ shares; Accordingly, and in order to continue to operate and maintain the improvements for the residents of the assessment

district, the City Council now intends to actually annex Tract 880 into Public Facilities Maintenance District 18-01 and to order the levy of the proposed special assessment; and

UPON MOTION OF COUNCIL MEMBER \_\_\_\_\_, SECONDED BY COUNCIL MEMBER \_\_\_\_\_, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON \_\_\_\_\_, 2023, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: \_\_\_\_\_  
MARLENE SPAIN, City Clerk

\*\*\*\*\*

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:**

1. Found that the foregoing recitals are true;
2. Found that a majority share of the interested landowners within Tract 880 submitted ballots in favor of annexation into Public Facilities Maintenance District No. 18-01 and the annual assessment for the maintenance and operation of improvements;
3. Ordered the annexation of Tract 880 into existing Public Facilities Maintenance District No. 18-01;
4. Confirmed the diagram, as shown on the subdivision map recorded on or about April 11, 2022, in the Kings County Records Office as instrument 2206824 and attached hereto as **ATTACHMENT B**, as reflecting the boundaries of the territory now annexed and confirmed and levied the assessment contained in the Engineer's Report for the fiscal year 2022-2023;
5. Directed staff to forward the necessary information to the Kings County Recorder's Office for recordation and authorized the City Manager or designee to record a notice of assessment as to each assessed parcel;

- 6. Authorized City Manager and relevant City staff to take all essential and advisable steps to ensure that the levied assessment is included in the Kings County tax collector's upcoming secured property tax bill;
- 7. Authorized the City Manager, City Clerk and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

\*\*\*\*\*

Attachment(s):        **ATTACHMENT A**, Description of the Real Property.  
                             **ATTACHMENT B**, Recorded Map of Subdivision.

**ATTACHMENT A**  
(Description of the Property)

APNs: 46 total parcels beginning at: 034-340-001-000 and running through 034-340-046-000.

Parcel Map No.: 27-03, as recorded in Document No. 22-060824, in the official records of the Office of the Recorder of the County of Kings, State of California.

**Legal Description:**

A subdivision of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 15, Township 21 South, Range 22 East, Mount Diablo Base and Meridian, in the City of Corcoran, County of Kings, State of California, Excepting Therefrom the East 5.00 Feet of the North 180.00 Feet of the South 215.00 Feet Thereof.

**PETITION TO THE  
CITY OF CORCORAN**

Petition of Landowner/Developer Requesting  
Annexation into Territory of Public Facilities  
Maintenance District No. 18-01.

**PETITION**

A. WHEREAS, the petitioner, D.R. HORTON CA3, INC., (the “**Developer**”), is the sole owner of that certain real property located in the City of Corcoran, County of Kings, State of California, more particularly described in **EXHIBIT A** attached hereto, (the “**Property**”);

B. WHEREAS, Developer is developing the Property as a single-family residential subdivision, approved as parcel map for **Tract No. 880** (the “**Project**”), consisting of approximately 46 single-family residences;

C. WHEREAS, as a condition to its approval of the recordation of the final tract map to be recorded on the Project, the City of Corcoran (“**City**”) requires that certain areas within the Project be improved with landscaping, lighting and other related improvements, more particularly street lights, landscaping, paving and irrigation along parkways, pedestrian pathways, open space lots and ponding basins (the “**Improvements**”) to a standard acceptable to the City; and that the Developer provide a means satisfactory to the City for assuring the continued maintenance, operation and servicing of the Improvements;

D. WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code §§ 22500 *et seq.*), the City may form an assessment district to provide for the maintenance, operation and servicing of the Improvements, and for the payment of the costs and expenses incurred for such maintenance, operation and servicing; and

E. WHEREAS, the Developer is the owner of all of the Property to be benefitted by the Improvements and the maintenance, operation and servicing of the same.

NOW, THEREFORE, in furtherance of the foregoing recitals, the Developer does hereby request annexation of the Property, and consents and petitions the City as follows:

1. In order to ensure the continued maintenance, operation and servicing of the Improvements, and the payment of the costs and expenses incurred for such maintenance, operation and servicing as set forth in the engineer's estimate of assessment to be assessed and attached hereto as **EXHIBIT B** which is hereby made apart hereof, the Developer hereby requests that the City annex the Property into the Public Facilities Maintenance District No. 18-01 (the "**District**") pursuant to the Landscaping and Lighting Act of 1972, in accordance with this petition.

2. The Developer requests that the territory to be annexed into the District consists of all of the Property referenced in **Recital A** above.

3. As the sole owner of all of the Property to be annexed into the District, and because Corcoran Municipal Code § 12-1-11 now requires the installation of the Improvements, the Developer hereby knowingly and voluntarily waives, pursuant to Streets and Highways Code § 22608, the preparation of an initial engineer's report and hearings of objections and protests by interested property owners to the annexation now requested by the Developer.

4. In consideration of the approval of the annexation into the District by the City, the Developer hereby agrees as follows:

a. To install the Improvements as required by the conditions of approval of the Project and to bear all costs of constructing or otherwise installing the Improvements;

b. To sign and authorize the City to record a District assessment lien under the Landscaping and Lighting Act of 1972, in a form acceptable to and approved in writing by the City, against each and all residential parcels within the Property, prior to the transfer or sale of any parcel within the Property;

c. To complete the construction or other installation of the Improvements within the Project to the reasonable satisfaction of the City prior to the transfer or sale of any parcel within the Property.

d. To consent to the establishment and payment on an initial assessment for the Property in an amount ranging from **\$250** to **\$295** per parcel, to cover all costs and expenses to be incurred for the continued maintenance, operations and servicing of the Improvements during Fiscal Year 2023-24, and to consent to the payment of annual assessments each fiscal year thereafter in an amount equal to the initial assessment plus any duly approved adjustment, if any, in the cost of living during the previous year by adding to that initial assessment an amount obtained by multiplying the initial assessment by the percentage by which the level of the Consumer Price Index most recently reported by the San


Francisco/Oakland Urban Wage Earners and Clerical Workers has increased over its level as of the date of this petition.

Developer acknowledges it has received a copy of an engineer's estimate of assessment to be assessed from which it has learned the total amount of the assessment chargeable to each parcel of the entire Property and the basis upon which the amount of the proposed assessment was calculated. Developer also acknowledges it has received an assessment ballot upon which it may indicate its support for, or opposition to, the proposed assessment, a copy of which is attached hereto as **EXHIBIT C**. Developer agrees that the engineer's estimated assessment, the ballot and this petition collectively constitute and satisfy all notice required be given to Developer under Article XIII D, Section 4 of the California Constitution, and the Proposition 218 Omnibus Implementation Act (Government Code §§ 53750 *et seq.*), all of which the Developer hereby waives. Developer further waives any defect in this required notice or the manner in which it was given, including, but not limited to, the notice being provided in a manner other than by mail. Developer also waives its right to 45-days prior written notice of a public hearing upon the assessment proposed in this petition. By executing this petition, the Developer indicates its consent to and support of the proposed assessment, and agrees that it shall so indicate on its relevant ballot.

d. Developer hereby agrees that this petition and the assessment requested herein shall run with the land and shall be binding upon the Developer, his heirs, successors, executors, administrators, and assigns.

By signing below, I personally guaranty that this petition was duly authorized by the governing body of the entity for which it is signed.

PROPERTY OWNER/DEVELOPER



---

David Hatch, Vice President and  
President of the Central Valley Division  
D.R. Horton CA3, Inc.,  
A Delaware Corporation

\*\*\*\*\*

**EXHIBIT A**  
(Description of the Property)

APNs: 46 total parcels beginning at: 034-340-001-000 and running through 034-340-046-000.

Parcel Map No.: 27-03, as recorded in Document No. 22-060824, in the County of Kings, State of California.

Legal Description:

A subdivision of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 15, Township 21 South, Range 22 East, Mount Diablo Base and Meridian, in the City of Corcoran, County of Kings, State of California, Excepting Therefrom the East 5.00 Feet of the North 180.00 Feet of the South 215.00 Feet Thereof.



**ENGINEER'S REPORT OF CITY OF CORCORAN  
PUBLIC FACILITY MAINTENANCE  
DISTRICT NO. 18-01**

**FISCAL YEAR 2022-2023**

**TRACT NO. 925 & 880**

**GROUP 1**

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Orfil Muniz, City Engineer for the City of Corcoran, County of Kings, California, and Engineer of Work for Public Facilities Maintenance District No. 18-01, makes this report, as directed by the City Council, pursuant to the Sections 22565-22574 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) and subsection 4(b) of Article XIII D of the California Constitution.

The improvements which are the subject of this report are briefly described as follows:

- Maintenance of planting, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, local street paving, parks, walls, street lights, fencing, drainage detention and retention facilities, drainage structures including percolation wells, and appurtenant facilities in public right-of-way and easements within the proposed boundary of said Assessment District

This report consists of five exhibits, as follows:

EXHIBIT A	Recording History
EXHIBIT B	Recapitalization of Assessments
EXHIBIT C	Estimated Assessments
EXHIBIT D	Assessment Roll
EXHIBIT E	Diagram Showing All Parcels of Real Property Within the Assessment District

Respectfully submitted,

  
Orfil Muniz, City Engineer



**ENGINEER'S REPORT OF CITY OF CORCORAN  
PUBLIC FACILITY MAINTENANCE  
DISTRICT NO. 18-01**

**FISCAL YEAR 2022-2023**

**EXHIBIT A  
RECORDING HISTORY**

**TRACT NO. 925  
SIERRA ESTATES – PHASE 2**

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FIRST RECORDING	July 2019
Subdivision included:	
TRACT NO. 925, SIERRA ESTATES – PHASE 2	
SECOND RECORDING	July 2020
Subdivision included:	
TRACT NO. 925, SIERRA ESTATES – PHASE 2	
THIRD RECORDING	July 2021
Subdivision included:	
TRACT NO. 925, SIERRA ESTATES – PHASE 2	
PLANNED FOURTH RECORDING	July 2022
Subdivision included:	
TRACT NO. 925, SIERRA ESTATES – PHASE 2	
TRACT 880, FOX RUN	

**ENGINEER'S REPORT OF CITY OF CORCORAN  
PUBLIC FACILITY MAINTENANCE  
DISTRICT NO. 18-01  
FISCAL YEAR 2022-2023**

**EXHIBIT B  
RECAPITALIZATION OF ASSESSMENT**

**TRACT NO. 925  
SIERRA ESTATES – PHASE 2**

**ACTUAL COST 2021-2022 (ESTIMATED)**

1.	MAINTENANCE COSTS	
	A. Contractor	\$1,354.24
	B. Water	N/A
	C. Electricity	N/A
	D. Maintenance/Plantings	N/A
	E. Paving Maintenance	N/A
	F. Playground Equipment	<u>N/A</u>
		\$1,354.24
2.	INCIDENTAL COSTS	
	A. Public Works (Contracting and Supervision)	\$75.00
	B. City Clerk/Finance (Budgeting, Accounting, Annual Resolutions)	75.00
	C. Engineering (Annual Report)	600.00
	D. City Administrator's Report	75.00
	E. County Processing Fee (45 x \$1.00)	45.00
	F. Cross Creek Assessment District	<u>N/A</u>
		\$870.00
	<b>TOTAL COST:</b>	<u>\$2,224.24</u>
	<b>TOTAL ASSESSMENT RECEIVED 2021-2022 (ESTIMATED)</b>	<u>\$13,400.47</u>
	<b>PRIOR YEAR ADJUSTMENT – (SURPLUS)</b>	\$12,393.80
	<b>ADJUSTMENT TO 2022-2023 (SURPLUS TO BE CARRIED FORWARD)</b>	\$23,570.00

**ENGINEER'S REPORT OF CITY OF CORCORAN  
PUBLIC FACILITY MAINTENANCE  
DISTRICT NO. 18-01  
FISCAL YEAR 2022-2023**

**EXHIBIT C  
ESTIMATED ASSESSMENTS**

**TRACT NO. 925 & 880  
GROUP 1**

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1.	MAINTENANCE COSTS	
	A. Contractor	\$3,750.00
	B. Water	560.00
	C. Electricity	70.00
	D. Maintenance/Plantings	370.00
	E. Paving Maintenance	15,000.00
	F. Playground Equipment	<u>750.00</u>
		\$20,500.00
2.	INCIDENTAL COSTS	
	A. Public Works (Contracting and Supervision)	\$150.00
	B. City Clerk/Finance (Budgeting, Accounting, Annual Resolutions)	150.00
	C. Engineering (Annual Report)	1,200.00
	D. City Administrator's Report	150.00
	E. County Processing Fee (45 x \$1.00)	90.00
	F. Cross Creek Assessment District	<u>0.00</u>
		\$1,740.00
	TOTAL ESTIMATED COST	\$22,240.00
	PRIOR YEAR ADJUSTMENT – (SURPLUS) (See Exhibit B)	<u>\$23,570.00</u>
	SUBDIVISION ASSESSMENT AMOUNT	<u>\$1,330.00</u>

Each of the ninety-one (91) equivalent units will be assessed at \$300.97.

NOTE: The assessment of \$300.97 is an increase of 3% from the 2021-2022 assessment of \$292.21. This will result in a projected surplus of \$28,718.27 [ $\$1,330.00 + (300.97 \times 91)$ ] for 2022-2023.

**ENGINEER'S REPORT OF CITY OF CORCORAN  
PUBLIC FACILITY MAINTENANCE  
DISTRICT NO. 18-01  
FISCAL YEAR 2022-2023**

**EXHIBIT D  
ASSESSMENT ROLL**

**TRACT NO. 925 & 880**

**GROUP 1**

APN NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUB NUMBER	SUB DESCRIPTION
034-300-077	\$300.97	123 Sierra St Corcoran, CA 93212	18001-1	TRACT 925	Sierra Estates – Phase 2
034-300-078	\$300.97	117 Sierra St Corcoran, CA 93212	18001-2	TRACT 925	Sierra Estates – Phase 2
034-300-079	\$300.97	115 Sierra St Corcoran, CA 93212	18001-3	TRACT 925	Sierra Estates – Phase 2
034-300-080	\$300.97	113 Sierra St Corcoran, CA 93212	18001-4	TRACT 925	Sierra Estates – Phase 2
034-300-081	\$300.97	2020 Glacier Ave Corcoran, CA 93212	18001-5	TRACT 925	Sierra Estates – Phase 2
034-300-082	\$300.97	2028 Glacier Ave Corcoran, CA 93212	18001-6	TRACT 925	Sierra Estates – Phase 2
034-300-083	\$300.97	2036 Glacier Ave Corcoran, CA 93212	18001-7	TRACT 925	Sierra Estates – Phase 2
034-300-084	\$300.97	2042 Glacier Ave Corcoran, CA 93212	18001-8	TRACT 925	Sierra Estates – Phase 2
034-300-085	\$300.97	2048 Glacier Ave Corcoran, CA 93212	18001-9	TRACT 925	Sierra Estates – Phase 2
034-300-086	\$300.97	112 Wawona St Corcoran, CA 93212	18001-10	TRACT 925	Sierra Estates – Phase 2
034-300-087	\$300.97	116 Wawona St Corcoran, CA 93212	18001-11	TRACT 925	Sierra Estates – Phase 2
034-300-088	\$300.97	120 Wawona St Corcoran, CA 93212	18001-12	TRACT 925	Sierra Estates – Phase 2
034-300-089	\$300.97	124 Wawona St Corcoran, CA 93212	18001-13	TRACT 925	Sierra Estates – Phase 2
034-300-090	\$300.97	128 Wawona St Corcoran, CA 93212	18001-14	TRACT 925	Sierra Estates – Phase 2
034-300-091	\$300.97	130 Wawona St Corcoran, CA 93212	18001-15	TRACT 925	Sierra Estates – Phase 2

APN NUMBER	S AMOUNT	NAME	ASSESSMENT NUMBER	SUB NUMBER	SUB DESCRIPTION
034-300-092	\$300.97	134 Wawona St Corcoran, CA 93212	18001-16	TRACT 925	Sierra Estates – Phase 2
034-300-093	\$300.97	138 Wawona St Corcoran, CA 93212	18001-17	TRACT 925	Sierra Estates – Phase 2
034-300-094	\$300.97	142 Wawona St Corcoran, CA 93212	18001-18	TRACT 925	Sierra Estates – Phase 2
034-300-095	\$300.97	146 Wawona St Corcoran, CA 93212	18001-19	TRACT 925	Sierra Estates – Phase 2
034-300-096	\$300.97	150 Wawona St Corcoran, CA 93212	18001-20	TRACT 925	Sierra Estates – Phase 2
034-300-097	\$300.97	200 Wawona St Corcoran, CA 93212	18001-21	TRACT 925	Sierra Estates – Phase 2
034-300-098	\$300.97	210 Wawona St Corcoran, CA 93212	18001-22	TRACT 925	Sierra Estates – Phase 2
034-300-099	\$300.97	220 Wawona St Corcoran, CA 93212	18001-23	TRACT 925	Sierra Estates – Phase 2
034-300-100	\$300.97	230 Wawona St Corcoran, CA 93212	18001-24	TRACT 925	Sierra Estates – Phase 2
034-300-101	\$300.97	2055 Tenaya Ave Corcoran, CA 93212	18001-25	TRACT 925	Sierra Estates – Phase 2
034-300-102	\$300.97	2049 Tenaya Ave Corcoran, CA 93212	18001-26	TRACT 925	Sierra Estates – Phase 2
034-300-103	\$300.97	2041 Tenaya Ave Corcoran, CA 93212	18001-27	TRACT 925	Sierra Estates – Phase 2
034-300-104	\$300.97	2035 Tenaya Ave Corcoran, CA 93212	18001-28	TRACT 925	Sierra Estates – Phase 2
034-300-105	\$300.97	2027 Tenaya Ave Corcoran, CA 93212	18001-29	TRACT 925	Sierra Estates – Phase 2
034-300-106	\$300.97	2028 Tenaya Ave Corcoran, CA 93212	18001-30	TRACT 925	Sierra Estates – Phase 2
034-300-107	\$300.97	2034 Tenaya Ave Corcoran, CA 93212	18001-31	TRACT 925	Sierra Estates – Phase 2
034-300-108	\$300.97	225 Wawona Ave Corcoran, CA 93212	18001-32	TRACT 925	Sierra Estates – Phase 2
034-300-109	\$300.97	215 Wawona St Corcoran, CA 93212	18001-33	TRACT 925	Sierra Estates – Phase 2
034-300-110	\$300.97	205 Wawona St Corcoran, CA 93212	18001-34	TRACT 925	Sierra Estates – Phase 2

APN NUMBER	S AMOUNT	NAME	ASSESSMENT NUMBER	SUB NUMBER	SUB DESCRIPTION
034-300-111	\$300.97	149 Wawona St Corcoran, CA 93212	18001-35	TRACT 925	Sierra Estates – Phase 2
034-300-112	\$300.97	145 Wawona St Corcoran, CA 93212	18001-36	TRACT 925	Sierra Estates – Phase 2
034-300-113	\$300.97	141 Wawona St Corcoran, CA 93212	18001-37	TRACT 925	Sierra Estates – Phase 2
034-300-114	\$300.97	135 Wawona St Corcoran, CA 93212	18001-38	TRACT 925	Sierra Estates – Phase 2
034-300-115	\$300.97	131 Wawona St Corcoran, CA 93212	18001-39	TRACT 925	Sierra Estates – Phase 2
034-300-116	\$300.97	127 Wawona St Corcoran, CA 93212	18001-40	TRACT 925	Sierra Estates – Phase 2
034-300-117	\$300.97	123 Wawona St Corcoran, CA 93212	18001-41	TRACT 925	Sierra Estates – Phase 2
034-300-118	\$300.97	2041 Glacier Ave Corcoran, CA 93212	18001-42	TRACT 925	Sierra Estates – Phase 2
034-300-119	\$300.97	2035 Glacier Ave Corcoran, CA 93212	18001-43	TRACT 925	Sierra Estates – Phase 2
034-300-120	\$300.97	2027 Glacier Ave Corcoran, CA 93212	18001-44	TRACT 925	Sierra Estates – Phase 2
034-300-121	\$300.97	122 Sierra St Corcoran, CA 93212	18001-45	TRACT 925	Sierra Estates – Phase 2
034-340-001	\$300.97			TRACT 880	Fox Run
034-340-002	\$300.97			TRACT 880	Fox Run
034-340-003	\$300.97			TRACT 880	Fox Run
034-340-004	\$300.97			TRACT 880	Fox Run
034-340-005	\$300.97			TRACT 880	Fox Run
034-340-006	\$300.97			TRACT 880	Fox Run
034-340-007	\$300.97			TRACT 880	Fox Run
034-340-008	\$300.97			TRACT 880	Fox Run
034-340-009	\$300.97			TRACT 880	Fox Run

APN NUMBER	S AMOUNT	NAME	ASSESSMENT NUMBER	SUB NUMBER	SUB DESCRIPTION
034-340-010	\$300.97			TRACT 880	Fox Run
034-340-011	\$300.97			TRACT 880	Fox Run
034-340-012	\$300.97			TRACT 880	Fox Run
034-340-013	\$300.97			TRACT 880	Fox Run
034-340-014	\$300.97			TRACT 880	Fox Run
034-340-015	\$300.97			TRACT 880	Fox Run
034-340-016	\$300.97			TRACT 880	Fox Run
034-340-017	\$300.97			TRACT 880	Fox Run
034-340-018	\$300.97			TRACT 880	Fox Run
034-340-019	\$300.97			TRACT 880	Fox Run
034-340-020	\$300.97			TRACT 880	Fox Run
034-340-021	\$300.97			TRACT 880	Fox Run
034-340-022	\$300.97			TRACT 880	Fox Run
034-340-023	\$300.97			TRACT 880	Fox Run
034-340-024	\$300.97			TRACT 880	Fox Run
034-340-025	\$300.97			TRACT 880	Fox Run
034-340-026	\$300.97			TRACT 880	Fox Run
034-340-027	\$300.97			TRACT 880	Fox Run
034-340-028	\$300.97			TRACT 880	Fox Run
034-340-029	\$300.97			TRACT 880	Fox Run



APN NUMBER	S AMOUNT	NAME	ASSESSMENT NUMBER	SUB NUMBER	SUB DESCRIPTION
034-340-030	\$300.97			TRACT 880	Fox Run
034-340-031	\$300.97			TRACT 880	Fox Run
034-340-032	\$300.97			TRACT 880	Fox Run
034-340-033	\$300.97			TRACT 880	Fox Run
034-340-034	\$300.97			TRACT 880	Fox Run
034-340-035	\$300.97			TRACT 880	Fox Run
034-340-036	\$300.97			TRACT 880	Fox Run
034-340-037	\$300.97			TRACT 880	Fox Run
034-340-038	\$300.97			TRACT 880	Fox Run
034-340-039	\$300.97			TRACT 880	Fox Run
034-340-040	\$300.97			TRACT 880	Fox Run
034-340-041	\$300.97			TRACT 880	Fox Run
034-340-042	\$300.97			TRACT 880	Fox Run
034-340-043	\$300.97			TRACT 880	Fox Run
034-340-044	\$300.97			TRACT 880	Fox Run
034-340-045	\$300.97			TRACT 880	Fox Run
034-340-046	\$300.97			TRACT 880	Fox Run
<b>TOTAL 91 LOTS</b>	<b>\$27,388.27</b>				

NOTE: Descriptions of the parcels being assessed in this public facility maintenance district are contained in the County of Kings Assessment Roll, which is incorporated in this Report by reference.



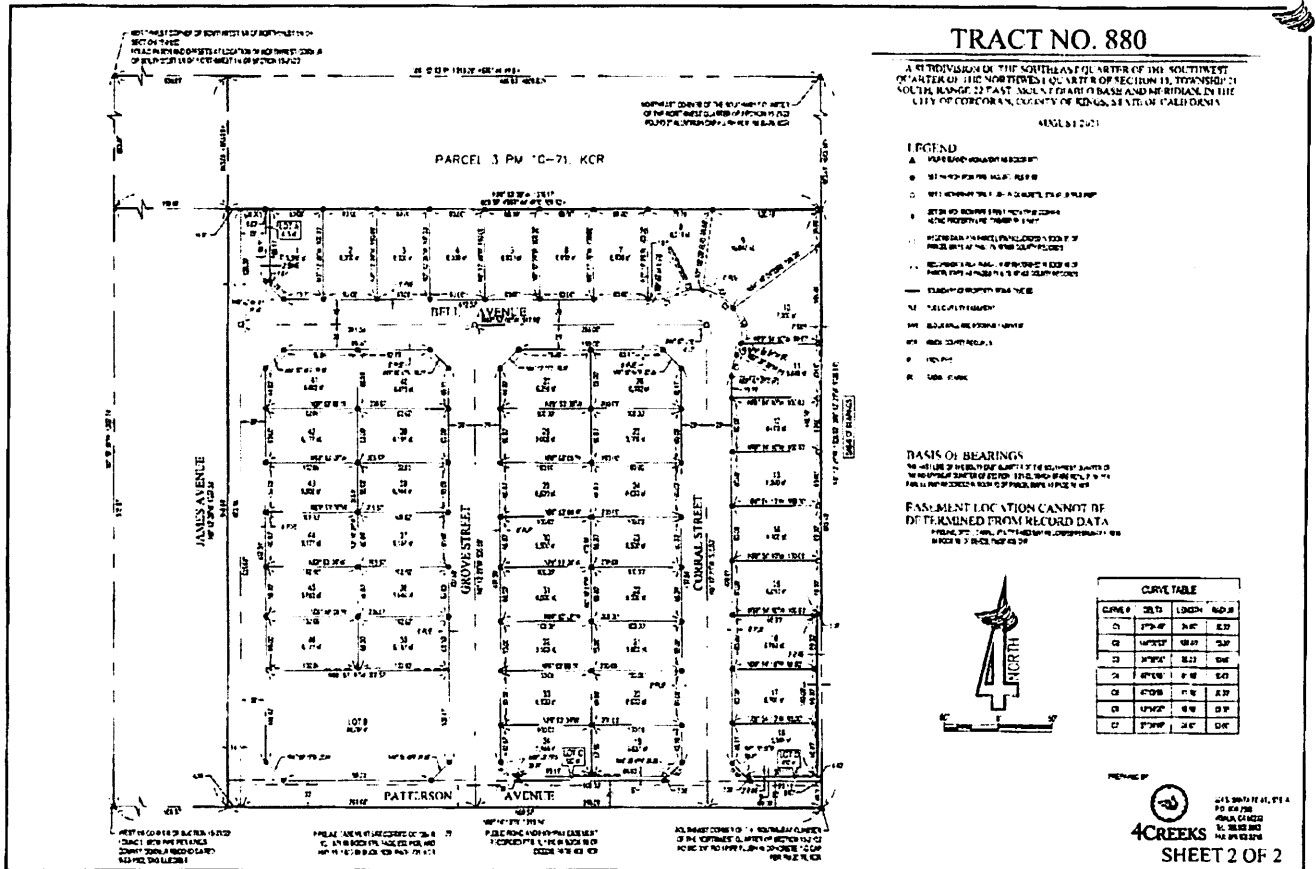
**ENGINEER'S REPORT OF CITY OF CORCORAN  
PUBLIC FACILITY MAINTENANCE  
DISTRICT NO. 18-01  
FISCAL YEAR 2022-2023**

**EXHIBIT E (CONTINUED)**

**DIAGRAM SHOWING ALL PARCELS OF  
REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

**TRACT NO. 880**

**FOX RUN**



NOTE: Descriptions of the parcel being assessed in this public facilities maintenance district are contained in the County of Kings Assessment Roll, which is incorporated in this Report by reference.

EXHIBIT C  
City of Corcoran

**NOTICE OF PROPOSED NEW ASSESSMENT AND ANNEXATION INTO PUBLIC  
FACILITIES MAINTENANCE DISTRICT NO. 18-01  
AND  
OFFICIAL ASSESSMENT BALLOT**

Return Completed Ballot To:  
City of Corcoran  
832 Whitley Avenue  
Corcoran, California 93212  
559-992-2151

APNs: 46 total parcels beginning at: 034-340-001-000  
and running through: 034-340-046-000  
Owner Name & Address:

D.R. Horton CA3, Inc., a Delaware Corporation  
1341 Horton Circle  
Arlington, Texas 76011

Entire District Total 2023-24 Assessment Parcels: 91  
Total 2023-24 Assessment Parcels to be Annexed: 46  
Your Total 2023-24 Assessment Parcels: 46

Total 2023-24 Assessment on Annexed Parcels: \$11,746  
Total 2023-24 Assessment on Your Parcels: \$11,746  
(subject to maximum 3% annual inflation escalator)

<b><u>BALLOT</u></b>	
<b>SELECT ONE:</b>	
<input type="checkbox"/>	<b>IN FAVOR OF ASSESSMENT AND ANNEXATION INTO DISTRICT</b>
<input type="checkbox"/>	<b>OPPOSE ASSESSMENT AND ANNEXATION INTO DISTRICT</b>
<p>I hereby declare under penalty of perjury that I am a record owner of the parcel listed above and/or that I am duly authorized to vote for the record owner.</p>	
_____ Signature of Property Owner	_____ Date
_____ Print Name of Signatory	

**NOTICE OF ASSESSMENT AND PUBLIC HEARING**

1. Purpose of Assessment: The City is proposing to levy a new assessment as to territory proposed to be annexed into the assessment district identified above, which includes your property. The purpose of the assessment is to fund all maintenance, operation and servicing expenses for improvements at Tract 880, including landscaping, lighting and other related improvements, more particularly street lights, landscaping, paving and irrigation along parkways, pedestrian pathways, open space lots and ponding basins. For the territory to be annexed, the total costs for Fiscal Year 2023-24 are estimated at \$11,746.

2. The Assessment. The total of the proposed annual assessment to be levied against all newly annexed parcels within the assessment district for Fiscal Year 2023-24 is \$11,746. The proposed maximum annual assessment on your property is shown on the ballot above with a levy upon each of the 46 parcels equally assessed the amount of \$255.35 for fiscal year 2023-24. If approved, the assessment will be levied annually against each parcel of your property, until the City Council determines that the assessment is no longer necessary. The methodology used to determine your assessment is based, in part, upon the number of

parcels comprising your property. The number of parcels you own are forty-six (46). The following are the equation(s) used each year to determine the assessment amount for each parcel:

$$\text{Total Estimated Annual Operation and Maintenance} \div 46$$

Each year, the maximum assessment against your parcel will be determined according to the following:

$$\text{Your Assessment Amount} = (\text{Estimated Annual Operation and Maintenance Budget}) \div 46$$

As long as the total assessment in any year subsequent to FY 2023-24 does not exceed the FY 2023-24 amount (above) plus upward inflationary adjustments of 3% each year, starting from FY 2023-24 O&M Budget, the City Council may impose the assessment for that subsequent year without a further balloting proceeding. For a full and complete description of the assessment methodology, please refer to the enclosed Engineer's Report for the assessment district.

3. Public Hearing. On May 9, 2023 at 5:30 p.m. at the meeting of the City Council, located at 832 Whitley Avenue, Corcoran, California 93212, the City Council will hold a public hearing to consider the proposed annexation of your real property into to Public Facilities Maintenance District No. 18-01 and levy of the proposed assessment, and to receive public testimony, hear and consider protests, tabulate the assessment ballots and take final action on each of those matters.

4. Summary of Assessment Ballot Procedure: At any time before the end of the public input portion of the public hearing, you may submit this assessment ballot, which is the upper part of this notice, to the City Clerk. Ballots may be mailed, or hand delivered to Corcoran City Hall before 5:00 P.M. on the date of the public hearing, or may be hand delivered to the City Clerk at the hearing. To be counted, properly completed and signed, ballots must be actually received by the City Clerk before these deadlines. Postmark dates will not be considered. Ballots shall remain sealed until tabulated at the public hearing, at which point they shall become a public record.

To complete your ballot, please cut off the ballot portion at the broken line immediately underneath the ballot; Use blue or black ink only to mark your selection either "IN FAVOR" or to "OPPOSE" the assessment and assessment district. Your selection should be noted by inserting a cross (+), checkmark (✓) or (x) in the box, or by completely filling-in the box (■). Then sign the ballot in blue or black ink and place it into the return envelope provided with this notice. Seal the envelope and return it and with the enclosed ballot by mail or by hand delivery to the City Clerk. Any ballot returned unmarked, unsigned or not enclosed in the return envelope will not be counted.

At any time before the end of the public testimony at the public hearing, the ballot may be submitted, changed or withdrawn by you. If you need a replacement ballot, contact the Corcoran City Hall. The balloting is further governed by the enclosed "PROCEDURES FOR THE COMPLETION, RETURN AND TABULATION OF ASSESSMENT BALLOTS".

The assessment will not be imposed if, upon tabulation of returned ballots, a majority protest exists. A majority protests exists if the ballot shares in opposition to the annexation and assessment exceed the ballot shares submitted in favor of the annexation and assessment, with ballots weighted according to the proportional financial obligation of the affected properties only.

5. More Information. Contact: Marlene Spain, City Clerk, at 832 Whitley Avenue, Corcoran, California 93212, 559-992-2151. The Engineer's Report and other written material about the annexation and

assessment district may be reviewed, at the same address, each weekday from 9:00 A.M. to 4:30 P.M., excluding the noon lunch hour.

Dated: \_\_\_\_\_

/s/ Marlene Spain, City Clerk

Enclosure(s): Engineer's Report;  
Procedures For the Completion, Return and Tabulation of Assessment Ballots; and  
Sealable ballot return envelope with prepaid postage.

Mailing Staff: Please mail this ballot and notice in an envelope which, on its face, contains "OFFICIAL BALLOT ENCLOSED" in no less than 16-point font.

# TRACT NO. 880

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA

AUGUST 2021

### LEGEND

- ▲ FOUND SURVEY MONUMENT AS DESCRIBED
- SET 3/4 INCH IRON PIPE, TAGGED "PLS #10"
- SET 3 INCH BRASS DISC FLUSH IN CONCRETE, STAMPED "PLS #10"
- SET 3/4 INCH IRON PIPE 5 FEET FROM TRUE CORNER ALONG PROPERTY LINE, TAGGED "PLS #10"
- (1) RECORD DATA PER PARCEL MAP RECORDED IN BOOK 21 OF PARCEL MAPS, AT PAGE 78, KINGS COUNTY RECORDS
- (2) RECORD DATA PER PARCEL MAP RECORDED IN BOOK 15 OF PARCEL MAPS, AT PAGES 71 & 72, KINGS COUNTY RECORDS
- BOUNDARY OF PROPERTY BEING DIVIDED
- PUE PUBLIC UTILITY EASEMENT
- BWE BLOCK WALL AND FOOTING EASEMENT
- KCR KINGS COUNTY RECORDS
- P IRON PIPE
- RB RADIAL BEARING

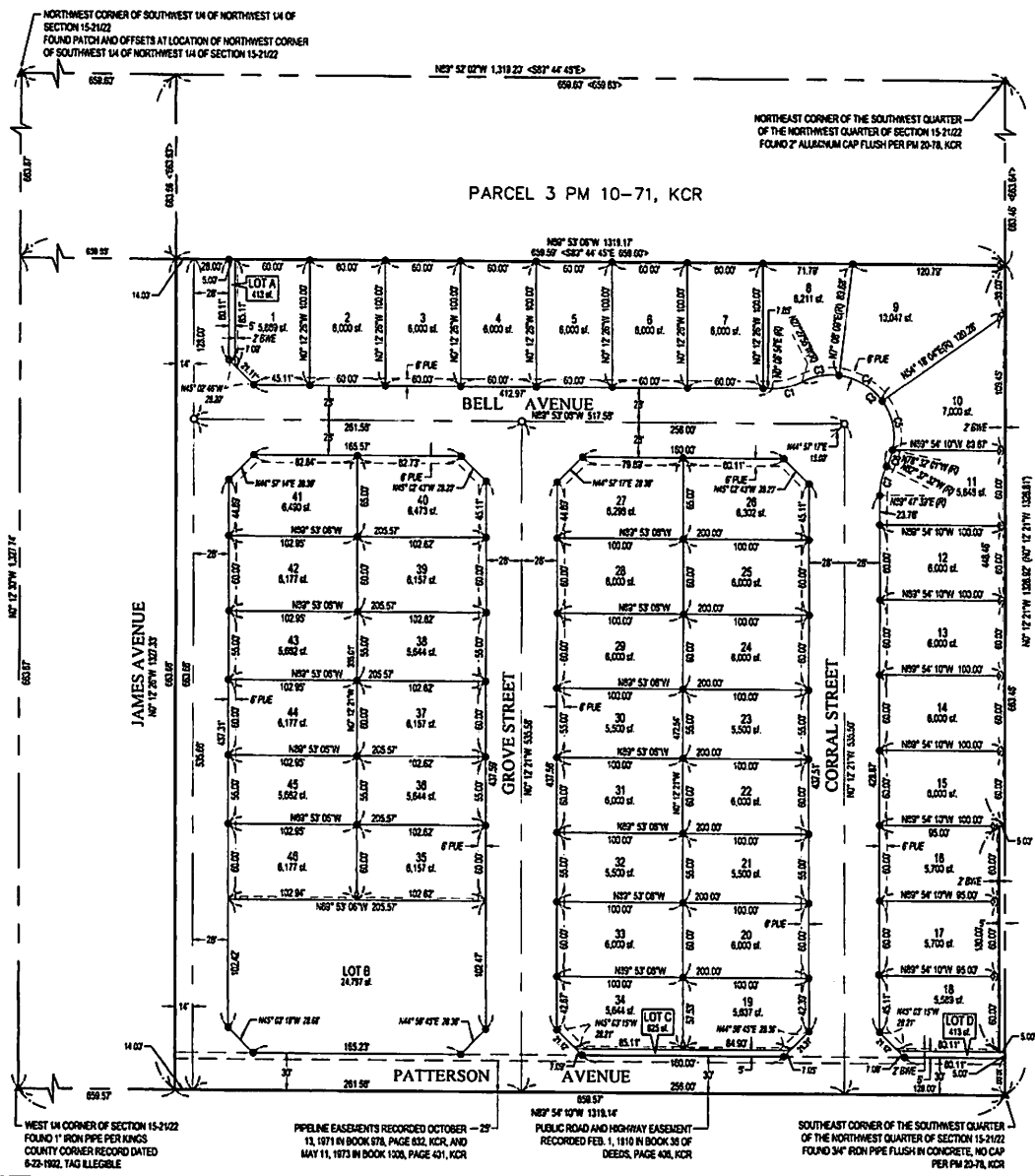
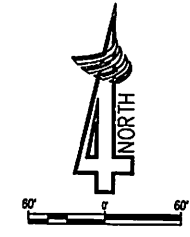
### BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15-21-22, WHICH BEARS N0°12'21"W PER PARCEL MAP RECORDED IN BOOK 21 OF PARCEL MAPS, AT PAGE 78, KCR

### EASEMENT LOCATION CANNOT BE DETERMINED FROM RECORD DATA

1. PIPELINE, DITCH, CANAL, UTILITY EASEMENT RECORDED FEBRUARY 1, 1910, IN BOOK 36, OF DEEDS, PAGE 408, O.R.

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	27°34'48"	24.07'	50.00'
C2	144°50'22"	128.40'	50.00'
C3	34°38'05"	30.20'	50.00'
C4	47°09'55"	41.18'	50.00'
C5	47°09'55"	41.18'	50.00'
C6	17°34'30"	13.85'	50.00'
C7	27°34'48"	24.07'	50.00'



WEST 1/4 CORNER OF SECTION 15-21-22 FOUND 1" IRON PIPE PER KINGS COUNTY CORNER RECORD DATED 6-23-1922, TAG ILLEGIBLE

PIPELINE EASEMENTS RECORDED OCTOBER 13, 1973 IN BOOK 578, PAGE 632, KCR, AND MAY 11, 1973 IN BOOK 1320, PAGE 431, KCR

N0°54'10"W 1319.14' PUBLIC ROAD AND HIGHWAY EASEMENT RECORDED FEB. 1, 1910 IN BOOK 36 OF DEEDS, PAGE 408, KCR

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15-21-22 FOUND 3/4" IRON PIPE FLUSH IN CONCRETE, NO CAP PER FM 20-78, KCR

PREPARED BY:



**4CREEKS**  
SHEET 2 OF 2

324 S. SANTA FE ST., STE. A  
P.O. BOX 7553  
VISALIA, CA 93282  
TEL: 559.802.2252  
FAX: 559.802.2215

# TRACT NO. 880

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 15, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT  
DIABLO BASE AND MERIDIAN, IN THE CITY OF CORCORAN,  
COUNTY OF KINGS, STATE OF CALIFORNIA  
EXCEPTING THEREFROM THE EAST 540 FEET OF THE SOUTH  
182.00 FEET OF THE SOUTH 218.00 FEET THEREOF.  
AUGUST 2021



### SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA AND THAT THIS TRACT MAP, CONSISTING OF TWO SHEETS, IS A TRUE AND COMPLETE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF D.A. HORTON CAL, INC. IN FEB. 2021 AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITION WITHIN ONE YEAR OF THE DATE OF RECORDED OF THIS MAP IN COMPLIANCE WITH SECTIONS 66435 AND 66436 OF THE SUBDIVISION MAP ACT AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

9/26/21  
DATE  
RANDY D. WASHICK, PLS 8183

### CITY ENGINEER'S STATEMENT

I, ORFEL MUNEZ, CITY ENGINEER OF THE CITY OF CORCORAN, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I FURTHER STATE THAT ALL REQUIRED OFFSITE AND ONSITE IMPROVEMENTS HAVE EITHER ALREADY BEEN INSTALLED, HAVE BEEN DEFERRED UNTIL FURTHER DEVELOPMENT, OR ADEQUATE BONDS OR OTHER SUITABLE SURETIES HAVE BEEN PROVIDED.

Orfel Munez, P.E. 88165  
11-1-2021  
CITY ENGINEER, CITY OF CORCORAN



### CITY SURVEYOR'S STATEMENT

I, RICHARD F. AVILES, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

Richard F. Aviles, PLS 8273  
11-04-2021  
CITY SURVEYOR, CITY OF CORCORAN



### PLANNING COMMISSION STATEMENT

APPROVED BY THE CITY OF CORCORAN COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD

July 27th, 2024  
DATED: 12-1-2021  
Kevin A. Tromborg, Community Development Director

### CITY COUNCIL'S STATEMENT

THIS IS TO CERTIFY THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CORCORAN HELD ON THE 25th DAY OF January 2024 IN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL OF THE STREETS, EASEMENTS, ACCESS RIGHTS, AND LOT A, AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF CORCORAN  
THIS 25th DAY OF 25th, 2022  
Marlene Lopez, City Clerk

COUNTY RECORDER'S CERTIFICATE  
DOCUMENT NO. 2206824 FEE 985.00

FILED THIS 11th DAY OF April, 2022, AT 2:23 PM.  
IN VOLUME 27 OF MAPS, AT PAGE 03, KINGS COUNTY RECORDS,  
AT THE REQUEST OF 4 CREEKS INC.  
KRISTINE LEE  
KINGS COUNTY RECORDER  
BY: Susan Mound DEPUTY

PREPARED BY:  
**4CREEKS**  
324 S. SANTA FE ST., STE. A  
P.O. BOX 7503  
VICALIA, CA 92292  
TEL: 951.302.3052  
FAX: 951.302.3215

### OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE TRACT MAP AND THAT WE ARE THE ONLY PARTIES WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDED OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINE.

WE HEREBY OFFER TO DEDICATE AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. LOT A IN FEE TO THE CITY OF CORCORAN FOR PONDING BASIN AND OTHER PUBLIC PURPOSES.
2. RIGHT OF WAY FOR STREETS IN FEE TO THE CITY OF CORCORAN FOR ROAD PURPOSES.
3. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
4. BLOCK WALL EASEMENTS FOR BLOCK WALL PURPOSES, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT).

D.A. HORTON CAL, INC., A DELAWARE CORPORATION

BY: Steve Earl  
Steve Earl, Vice President

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF KINGS-Tulare  
ON October 19, 2021, BEFORE ME, Rebecca Lee Ann Hernandez, A NOTARY PUBLIC PERSONALLY APPEARED, Steve Earl

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:  
SIGNATURE: Rebecca Lee Ann Hernandez  
MY COMMISSION EXPIRES: November 12, 2024  
PRINCIPAL PLACE OF BUSINESS: Tulare COUNTY  
FRONT NAME: REBECCA LEE ANN HERNANDEZ  
COMMISSION NO.: 2337071

### SOILS REPORT

A SOILS REPORT WAS IN ACCORDANCE WITH SECTION 66434.5 OF THE SUBDIVISION MAP ACT PREPARED ON DECEMBER 4, 2020 AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.



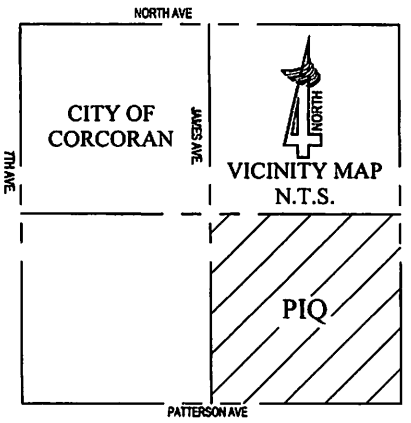
BY: TECHNICAL ENGINEERING SOLUTIONS, INC.  
TBS. NO. 200 055,001

### TAX COLLECTOR'S/TREASURER'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATED: 11/1/22  
JAMES P. ERS, DIRECTOR OF FINANCE

BY: Keegan Campbell, Deputy





City of

# CORCORAN

FOUNDED 1914

Public Works Department

**STAFF REPORT  
ITEM #: 5-A**

MEMO

**TO:** Corcoran City Council

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

**DATE:** May 3, 2023      **MEETING DATE:** May 9, 2023

**SUBJECT:** Award Phase Two for Wells 5F and 8C.

**Recommendation:**

That City Council consider awarding phase two of the construction of wells 8C and 5F to Steve Dovali Construction Inc.

**Background:**

On October 11, 2022, City Council awarded a drilling contract to David Preto for the drilling and development of two new municipal wells, 8C and 5F. The construction of these two wells are now complete and phase two must now begin. Phase two will consist of all above ground piping, valves, pump and motor, motor control center and chain link fence with security gates.

**Discussion:**

On May 2, 2023, bids closed for the 8C and 5F project. Staff received three proposals.

1. Steve Dovali Construction Inc. -	\$1,054,273
2. WM Lyles -	\$1,171,833
3. Unified Field Services Corporation -	\$1,513,171

After review and based on the totality of the bid package along with the estimated project cost, staff recommends that City Council award this project to Steve Dovali Construction Inc.

**Budget Impact:**

Two separate funding streams will be utilized to build-out these projects. \$723,050.00 will be funded through a grant from the State of California Department of Water Resources for 5F, while 8C will be paid from Water Division reserves in the amount of \$331,223.00

**STAFF REPORT  
ITEM #: 5-B**

**MEMORANDUM**

**TO:** City Council

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

**DATE:** May 4, 2023,

**MEETING DATE:** May 9, 2023

**SUBJECT:** Approval of formal agreement between the County of Kings and the City of Corcoran, Hanford, Avenal, and Lemoore in cooperation regarding the Multijurisdictional 2024-2032 Housing Element updates.

**Recommendation:** Staff are recommending that after consideration, the Council approve the agreement as presented regarding the Housing Element updates to be done in cooperation with The County of Kings and the Cities of Kings County and authorize The Community Development Director to sign the agreement.

**Discussion:** The Housing Element of the 2025 City of Corcoran General Plan is required to be updated in eight-year cycles pursuant to Government Code Section 65580 et seq. The sixth cycle Housing Element update encompasses the planning period from 2024 to 2032. Kings County and the four City jurisdictions (Cities of Avenal, Corcoran, Hanford, and Lemoore) have historically collaborated on a multijurisdictional Housing Element to create consistency throughout the Kings County region and to benefit from cost savings that result from the collaboration. Staff support and the administrative role for the multijurisdictional update will be provided by the Kings County Community Development Agency.

**Budget Impact:** Regional Early Action Planning Program funds for housing planning activities are available to the Kings County region and are estimated at \$311,858. The multijurisdictional 2024-2032 Housing Element Update preparation is an eligible activity for Regional Early Action Planning Program funds. The Kings County Association of Governments is responsible for the suballocation of these funds for the preparation of the multijurisdictional 2024-2032 Housing Element Update. In the event costs exceed the \$311,858 in REAP funds available, Kings County and the City of Avenal, City of Corcoran, City of Hanford, and City of Lemoore will divide the remaining costs based on each jurisdiction's percentage of total population. The cost, if any, will come from budgeted professional services from Community Development.

**Attachments**

1. **Agreement**

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND  
THE CITIES OF AVENAL, CORCORAN, HANFORD, AND LEMOORE,  
FOR COOPERATION IN UPDATING THE HOUSING ELEMENT  
OF THE KINGS COUNTY COMPREHENSIVE GENERAL PLAN  
PURSUANT TO GOVERNMENT CODE SECTION 65580 *ET SEQ.***

This Agreement (the "Agreement") is entered into between the County of Kings, a political subdivision of the State of California ("County"); and the following participating agencies (individually, "City"; collectively, "Cities"):

- The City of Avenal, an incorporated city within the geographic boundaries of Kings County ("Avenal");
- The City of Corcoran, an incorporated city within the geographic boundaries of Kings County ("Corcoran");
- The City of Hanford, an incorporated city within the geographic boundaries of Kings County ("Hanford"); and
- The City of Lemoore, an incorporated city within the geographic boundaries of Kings County ("Lemoore")

(individually, a "Party"; collectively, the "Parties").

**RECITALS**

**WHEREAS**, pursuant to California Government Code section 65580, *et seq.*, every eight years local governments are required to update the housing element to their comprehensive general plan.

**WHEREAS**, the next update for County and Cities' plans are required to be completed no later than January 31, 2024;

**WHEREAS**, County, on behalf of its Community Development Agency, is advertising through a Request for Proposal ("RFP"), attached to this Agreement as **Exhibit A**, for services to update the housing element of the County's comprehensive general plan (the "Update");

**WHEREAS**, Cities each desires their updates to be consistent with that of the County, which streamlines development and eases the growth process of all local communities throughout Kings County;

**WHEREAS**, collaboration between the Parties is more likely to produce updates that provides consistency across jurisdictions;

**WHEREAS**, when contrasted with developing individual updates, collaboration between the Parties will have the added benefit of significant cost savings to each of the Parties;

**WHEREAS**, the County is eligible for grant funding to cover a substantial portion of its costs in producing the Update, further improving on the cost saving to all jurisdictions;

**WHEREAS**, because of these factors, collaborating to produce a joint housing element update is in the best interest of all Parties;

**NOW, THEREFORE, The Parties agree as follows:**

**1. TERM**

This Agreement commences upon execution by all Parties. It terminates on the approval of the Update by the Parties through the legislative body or other designated officer of each Party and upon County's receipt of all remuneration owed by Cities, subject to any survivability terms contained in the Agreement.

**2. OBLIGATIONS OF THE PARTIES**

**A. During the RFP Process**

1. County, through its Community Development Agency, shall oversee the RFP process, and receive all submitted proposals. County has sole discretion as to whether a proposal complies with the requirements of the RFP. County may unilaterally reject any incomplete or otherwise non-conforming proposal without presenting such proposal to the Cities for input.

2. Cities shall independently review and evaluate all accepted proposals, and to provide comments to County. County must receive all City comments not more than five business days before the date designated as "Notice of Intent to Award sent to Proposers" in section 3.3 of the RFP.

3. County shall give Cities notice of, and allow Cities to participate in, any discussions with or presentations by any proposer intended to clarify a proposal or to determine if a proposer has the ability to perform the requested work or services.

4. County will have sole authority to make the final determination as to which proposer or proposers shall be awarded the contract to consult on and prepare the Update ("Update Contract"). The agreement for services shall be between County and the selected contractor or contractors ("Contractor"), with Cities recognized as participating agencies. County, in making its final determination, shall consider all input received from Cities.

Any City who objects to County's choice of Contractor may withdraw from further participation in the Update prior to the commencement of the update process. Such withdrawal must be in writing, and received by County before there is a fully executed agreement between County and Contractor.

**B. During the Update Process**

1. The Parties shall cooperate with Contractor in its performance of its Scope of Work under the Update Contract. The Parties shall share all relevant information with Contractor, and make all necessary contributions to the process in a timely manner.

**C. Upon Completion of the Update**

1. County shall provide an appropriate number of copies of the final Update to all Cities for review by their respective legislative bodies or designated officer to review.

2. Upon receipt, all Parties shall review the proposed update as soon as practicable. Cities shall report back to County their approval or rejection of the proposed update within a reasonable time after receipt of the proposed Update. Rejection shall state the specific reasons for the rejection, including the specific components of the Update to which the City objects. A City rejecting the proposed Update shall meet and confer with the other Parties to discuss their objection, with the intention of such meeting to formulate a resolution to the objection.

**3. FISCAL PROVISIONS**

A. County is eligible for grant funding applicable to the Update through the Kings County Association of Governments, documentation of which is attached to this Agreement as Exhibit B. County shall diligently pursue all available funding sources prior to and during the Update process. Should one or more Cities also be eligible for grant funding or other reimbursement, any such funds shall also be applied to the joint Update.

B. Should the contract price of the Update Contract exceed the grant funding received by all Parties, the remaining contract amount shall be divided between the Parties proportionate to each Party's population pursuant to the table below:

Jurisdiction	Estimated Population <sup>1</sup>	Percent of County Population
Avenal	13,819	8.6
Corcoran	22,535	14.8
Hanford	58,496	38.2
Lemoore	27,259	17.8
County (Unincorporated)	31,334	20.6
TOTAL	153,443	100.00%

C. County shall invoice Cities for their proportionate remuneration of contract amount. Cities shall each remit their remuneration to County within 45 days of receiving an invoice from County.

D. If, after Cities have remitted their proportionate remunerations to County, any Party receives additional grant funding not previously contemplated, County will within 45 days of receipt of such additional funds refund to Cities a proportionate recompense up to the complete amount previously remitted to County by Cities.

E. County shall promptly notify Cities in advance of any proposed amendment to the Update Contract affecting the price of the Update Contract.

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<sup>1</sup> Figures based on United States Census Bureau population estimates as of July 1, 2021.

F. County shall be solely responsible for ensuring that all payments due for services performed under the Agreement are delivered to Contractor.

#### **4. TERMINATION AND WITHDRAWAL**

This Agreement may terminate upon the concurrence of all Parties on the condition the termination is memorialized in writing in accordance with Section 6. The withdrawal of one or more City shall not terminate this Agreement as among County and remaining Cities. A City that withdraws from this Agreement shall not be entitled to any reimbursement for funds, man-hours, or other resources invested in its performance of its obligations under this Agreement prior to the Party's withdrawal. A City that withdraws from this agreement shall not be included in the Update.

#### **5. INDEMNIFICATION AND INSURANCE**

Each Party shall hold harmless, defend and indemnify the other Parties, their officials, agents, officers and employees from and against any liability, claims, actions, costs, including reasonable attorney's fees, damages, or losses of any kind, including injury or death to any person and/or damage to property, arising from, or in connection with, the performance by the other Parties or their officials, agents, officers and employees under this Agreement, except that no Party is responsible for that portion of a claim, damage, liability, cost, or expense that occurs by reason of the negligence, wrongful acts, or willful misconduct of another Party or of another Parties' officials, agents, officers, or employees. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement as to acts or omissions giving rise to any type of liability that occurs during the term of this Agreement.

The County and Participating Agencies shall each maintain their own liability insurance coverage, against any claim of civil liability arising out of the performance of this Agreement and upon request provide appropriate evidence of such coverage to the other Parties.

#### **6. AMENDMENTS**

Parties may propose amendments to this Agreement to the other Parties. No amendment to this Agreement shall be valid except in writing and approved by the legislative body or otherwise authorized officer of each of the Parties, but no amendment shall change the financial obligations of any Party without equitably changing the financial obligations of all Parties.

#### **7. NO THIRD-PARTY BENEFICIARY RELATIONSHIP**

The RFP contemplates that there are no third-party beneficiaries to the Update Contract. This Agreement is not intended to, and shall not be interpreted as to, create a third-party beneficiary relationship between the parties to the Update Contract and any City.

#### **8. CONTACTS**

The name and contact information for the primary representative of each Party is attached to this Agreement as Exhibit C. All Parties agree to notify the other Parties upon any change in that Party's primary representative. The change in a Party's primary representative shall not constitute nor require an amendment to this Agreement.

**9. SURVIVABILITY**

The Parties agree that, except in areas of the county where other law controls, the Update shall have the force of law through all jurisdictions within Kings County.

**10. SEVERABILITY**

If any term of this Agreement, or application thereof to any person or circumstances, proves to be invalid or unenforceable, the remainder of the Agreement or the application thereof to any other person or circumstances shall not be affected, and each remaining term shall remain in full force and effect. When possible, invalid, or unenforceable terms shall be interpreted to allow for the purpose of this Agreement to be achieved to the greatest extent practicable.

**11. CHOICE OF LAW**

This Agreement is entered into, and is fully executed, in the State of California, County of Kings. The Parties acknowledge that the laws of the State of California apply to this Agreement, and that the County of Kings is the appropriate venue for any dispute regarding the terms or application of it.

**12. DISPUTE RESOLUTION**

In the event a dispute arises between two or more Parties over any matter covered by this Agreement, all Parties shall meet and confer to use their best efforts to resolve any such dispute.

**13. COUNTERPARTS**

The Parties may execute this Agreement in two or more counterparts, that are to be construed as one document.

**14. ELECTRONIC SIGNATURES**

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective Agreement.

**15. AUTHORITY OF SIGNATORY**

The undersigned representatives for each Party affirm that they are legally authorized to enter into this Agreement on behalf of the Party they purport to represent and to bind that Party to the terms herein. Each signatory represents that the Parties are able to perform the obligations imposed under the terms of this Agreement.

**16. EXHIBITS AND ATTACHMENTS**

The attached exhibits are integral parts of this Agreement, and are hereby incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year written below.

**For the City of Avenal**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Hanford**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Corcoran**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Lemoore**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the County of Kings**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachments and Exhibits:**

**Exhibit A:** Request for Proposal

**Exhibit B:** Proposed agreement for grant funding between County of Kings and Kings County Association of Governments

**Exhibit C:** Contact information for Participating Agencies





# PURCHASING DIVISION

COUNTY OF KINGS

REQUEST FOR PROPOSAL

NO. 2023-36

For Consulting Services to Prepare a  
**Housing Element Update**

PROPOSALS DUE

April 3, 2023

AT OR BEFORE 4:00 P.M. LOCAL TIME

March 3, 2023

**SECTION 1**  
**INTENT OF THE REQUEST FOR PROPOSAL**

**1.1 BACKGROUND INFORMATION**

The County of Kings (“County”), on behalf of the Community Development Agency, is soliciting proposals from consulting services to prepare a Housing Element update.

Proposers providing a proposal in response to this Request for Proposal (“RFP”) must address each and every item in the Description of Services to be Performed, as set forth below in Section 2. In addition, proposals must be in the format set forth in Section 3.2 of this RFP. Failure to include all elements in Section 2 or submit a proposal in the required format may be grounds for rejection of the proposal.

In the event Proposers wish to take an exception to any of the requirements set forth in Section 2 or terms of the proposed contract, as attached hereto as Exhibit F, those exceptions must be clearly stated in the proposal. Failure to include any item in the specifications without taking exception will result in a waiver of the Proposer’s ability to negotiate a contract term, attempt to request additional compensation for elements in Section 2 that were not included in the pricing set forth in the proposal, and may be grounds for rejection.

The County reserves the right to reject any and all proposals and/or to waive any informality or informalities in the accepted bid. The County further reserves the right to reject any and all bids with or without cause and re-issue this RFP if deemed to be in the County’s best interests.

**1.2 LOCATION WHERE SERVICES ARE TO BE PERFORMED**

Location varies with scope of work, but most of the work will be at the consultant’s office, off-campus.

**1.3 PRICE**

Proposers must include any and all information about pricing in their proposals. Although the County will base its selection upon a consideration of all factors, pricing information is required in order for the County to ensure that it is receiving the requested services or work at a fair and reasonable price. Failure to include pricing information in a proposal may result in a rejection of the proposal as non-responsive.

#### **1.4 PROPOSED TERM**

The County anticipates a 13-month agreement between the County and the successful Proposer. Services shall begin within 30 days of the approval from the Kings County Board of Supervisors, approximately June 15, 2023.

#### **1.5 PROPOSERS' CONFERENCE**

There will be no Proposers' conference for this RFP.

## **SECTION 2**

### **DESCRIPTION OF SERVICES TO BE PROVIDED**

#### **2.1 HOUSING ELEMENT UPDATE**

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for the County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with the County and City General Plans and be in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Community Development Agency. Kings County's last Housing Element was for the planning period 2016 to 2024. This Housing Element update will be for the planning period 2024 to 2032.

Kings County is seeking one or more qualified firms (Consultant) that have experience in General Plan and Housing Element updates. An emphasis will be placed on developing a clear, concise, and legally defensible Housing Element update that meets the varied housing needs of

the Kings County community. It is requested that the consultants present a scope of work and methodology for preparing the 2024-2032 Housing Element. Additionally, the Housing Element update will need to integrate the 2024-2032 Regional Housing Needs Allocation (RHNA) and other pertinent updated demographic, economic, and land use information. New HCD regulations, requirements, and practices and other relevant City, County, State, and Federal regulations that have changed since the last Housing Element update, will need to be incorporated. The consultants should indicate the interrelationship of all work products, including the depth and scope of the research proposed.

The scope of work should consider the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review, final documents, and any appendices or references in a format acceptable to the County
- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, as necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors

- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

2016 – 2024 Housing Element:

<https://www.countyofkings.com/home/showpublisheddocument/17093/636518076585130000>

2016 – 2024 Housing Element Appendices:

<https://www.countyofkings.com/home/showpublisheddocument/17095/636518076925170000>

**SECTION 3**  
**INSTRUCTIONS TO PROPOSERS**

**3.1 SUBMISSION INSTRUCTIONS**

Proposals must be received in the County's Purchasing Department, located at 1400 W. Lacey Blvd., Building 6, in Hanford, California at or before **4:00 p.m. local time on April 3, 2023**. All proposals shall be submitted on 8 ½ x 11-inch paper and shall be bound or contained in a binder. An electronic version of the proposal must also be provided on a USB drive.

Proposers shall submit one (1) original proposal and three (3) copies. The original proposal shall be marked as "Original" on the first page of the proposal in a location and font size that are easily identifiable. All proposals must be submitted under seal in either an envelope(s) or box, which shall be clearly marked on the outside to read:

Name of Proposer  
RFP number and title  
Proposal submittal deadline and time

Proposals shall be delivered to:

Kings County Purchasing Department  
Attn: Evan Jones, Purchasing Manager  
1400 W. Lacey Blvd, Bldg. 6  
Hanford, California 93230

**3.2 PROPOSAL FORMAT**

Proposals must be submitted in the following format. Non-conforming proposals will not be considered. Each section shall be clearly marked with either tabs or sections, which correspond to the sections below.

In the event any of the sections below do not apply, Proposers shall indicate "Not Applicable" in response thereto.

**3.2.1 SIGNATURE PAGE**

Proposers must include a completed Signature Page, as attached hereto as Exhibit A, at the front of their proposals. Failure to include a completed Signature Page shall be grounds for rejection of the proposal.

### **3.2.2 COVER LETTER**

The cover letter must include the Proposer's name, address, and telephone number, as well as the name and email address of a designated contact individual. The email address provided must be available to receive service of any notices sent regarding this RFP.

### **3.2.3 COMPANY OVERVIEW**

A brief description of the company and its structure, including, but not limited to, the name(s), business address(es), and telephone number(s) of the company's officers, directors, and associates, and the name(s) and address(es) of any parent or subsidiary companies.

### **3.2.4 SUBCONTRACTORS**

If the Proposer will be using subcontractors to perform some or all of the work, the name(s) and address(es) of these subcontractors must be included, along with a description of which portion of the work or service they will perform. Said information shall be provided on the Subcontractor List, attached hereto as Exhibit B.

If the Proposer is part of a joint venture, one legal entity must be designated as the Primary Proposer. All other participants shall be considered subcontractors.

### **3.2.5 RELEVANT EXPERIENCE**

Provide a brief description of your company's past relevant experience as it relates to the requested work or services. Include a minimum of five (5) references. Each reference should include the name, address, and phone number, along with a contact person and a description of the work performed. References should be listed in the Reference List, attached hereto as Exhibit C.

### **3.2.6 SUPPORT TEAM**

Identify the individual(s) who will form the support team for performing the work or services for this RFP. Include brief descriptions of each individual's experience and a description of the role he or she will take in performing the work or service.

### **3.2.7 TIMEFRAME FOR COMPLETION**

Provide a realistic approach to complete the work or services within the timeframe provided within this RFP.

### **3.2.8 ASSISTANCE FROM COUNTY**

Provide a written summary of any information, access, or assistance you will expect or need from the County to complete the work or services within the given timeframe.

### **3.2.9 PROJECT COST**

Provide a detailed breakdown of the costs associated with the work or services to be performed as well as an overall, total, cost for the services or work to be performed. In addition, provide the proposed costs for any services or work that may be performed at the County's request, in addition to the work or services requested in this RFP, if applicable. Proposers are responsible for ensuring that all costs are set forth in this section. Failure to properly calculate costs or include additional costs will not be a basis for re-negotiation of the compensation for the winning bid.

Proposals must include a 60-day price guarantee.

### **3.2.10 PROPOSED SCOPE OF WORK**

Provide a summary of the work or services to be performed to be attached to the parties' agreement as a scope of work. The scope of work must be concise and address each and every requirement of the proposed work or services, as set forth in Section 2. Proposals submitted without a concise scope of work suitable to be attached to the parties' agreement as an exhibit will not be considered; copies of the proposal will not be accepted as a scope of work.

### **3.2.11 ACKNOWLEDGMENT OF ADDENDA**

Provide an acknowledgment of any addenda issued for this RFP, if applicable.

### **3.2.12 EVALUATION OF THE PROPOSED AGREEMENT**

Proposers must review the proposed agreement, which is attached to this RFP as Exhibit F, and acknowledge their willingness to enter into a final, negotiated agreement if awarded the bid. Proposers must list any exceptions to the terms of the proposed agreement in their proposals, acknowledge their ability to satisfy the insurance and any other requirements as set forth therein, and acknowledge their ability to abide by all other terms of the agreement. Failure to take exception to a term in the proposed contract will result in a waiver of the successful Proposer's right to negotiate that term.

The County reserves the right to negotiate any term in the proposed agreement.



### **3.2.13 CONFLICT OF INTEREST**

Proposers shall certify in their proposals that no official or employee of the County, or any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring the award of this RFP.

### **3.2.14 AFFIDAVIT OF NON-COLLUSION**

Proposers shall include a completed Affidavit of Non-Collusion with their proposals on the form attached hereto as Exhibit D. Failure to include a completed Affidavit of Non-Collusion may result in the rejection of the proposal as non-responsive.

### **3.3 TIMELINE OF EVENTS**

The County expects this RFP to follow the below timeline:

March 3, 2023	Issuance of the RFP
March 10, 2023	Deadline for questions 5:00 p.m. local time
April 3, 2023	Proposals due 4:00 p.m. local time
April 17, 2023	Notice of Intent to Award sent to Proposers
May 16, 2023	Present final agreement to the Board of Supervisors for approval
June 15, 2023	Services begin

The County reserves the right to amend this schedule at any time.

### **3.4 EVALUATION CRITERIA**

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Section 3.2. Failure to include any sections in the proposal will result in that proposal being deemed non-responsive.

During the scoring process, the Evaluation Committee may contact the Proposer's references, or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work.

Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the County. **10 points.**
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**
4. Past record of performance of similar work or services as determined by all available information. These criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services. **40 points.**
5. Proposer's demonstrated ability to perform the work or services set out in the RFP within the given time frame. **20 points.**

### **3.5 DISCUSSION WITH PROPOSERS AND CLARIFICATIONS TO PROPOSALS**

The County reserves the right to contact Proposers to seek clarification of their submitted proposals during the evaluation process. These discussions shall be solely for the purpose of ensuring that the County has a full and complete understanding of the submitted proposals and the Proposer's qualifications to perform the requested work or services. The County will not discuss the contents of other Proposer's proposals during these discussions.

### **3.6 ORAL PRESENTATIONS**

The County reserves the right to request the Proposers to make oral presentations to further explain their proposals and demonstrate their ability to perform the requested work or services. Proposers will be advised in writing whether an oral presentation will be required and, if so, when, and where said presentation shall take place.

### **3.7 REQUESTS FOR INFORMATION OR CLARIFICATION OF RFP**

Proposers are responsible for submitting any and all questions concerning the work or services set forth in Section 2 or any other aspect of this RFP no later than 5:00 pm on March 10, 2023. Questions must be presented in writing and submitted to the Purchasing Manager at the address noted above or via email at [Evan.Jones@co.kings.ca.us](mailto:Evan.Jones@co.kings.ca.us). Proposers must include the RFP number in their requests for information.

### **3.8 WITHDRAWAL OR REVISION OF PROPOSALS**

Proposers may withdraw or revise their proposals anytime before the submittal date. Requests to withdraw or revise proposals must be made in writing and submitted to the Purchasing Manager at the address above or via email to: [Evan.Jones@co.kings.ca.us](mailto:Evan.Jones@co.kings.ca.us) . Proposals may not be withdrawn or revised after the submittal date.

### **3.9 SELECTION AND ANNOUNCEMENT OF APPARENT SUCCESSFUL PROPOSER**

Proposals will be evaluated by an Evaluation Committee as selected by the County. The Evaluation Committee will use the Evaluation Criteria as set forth in Section 3.4 in scoring the submitted proposals and determining which proposal will be presented to the Kings County Board of Supervisors (“the Board”) for approval.

Proposers will be notified of the County’s decision in writing through a Notice of Intent to Award. The Notice of Intent to Award will be sent through email.

### **3.10 PROTEST OF AWARD**

Proposers who wish to protest the RFP or announcement of award must submit their protests in writing and submitted to the Purchasing Manager at the address above or via email at [Evan.Jones@co.kings.ca.us](mailto:Evan.Jones@co.kings.ca.us) .

Protests of the process, terms, conditions, or any other aspect of the RFP must be submitted before the RFP’s submittal date. Failure to submit a protest before this date will act as a waiver of the Proposer’s right to protest these portions of the RFP.

Protests of the announcement of the award must be made within five (5) working days of the date of the Notice of Intent to Award. Protests must include the following information:

- 1) The name, address, telephone number, and email address of the protesting Proposer;
- 2) The signature of the protesting Proposer or the representative of the Proposer;
- 3) The RFP number;
- 4) A detailed statement of the legal or factual basis for the protest;
- 5) All documents or other records that support the Proposer’s basis for the protest;
- 6) The form of relief requested; and

**7) Acknowledgment of the Proposer's willingness to accept any and all notices or decisions regarding this protest and any resulting appeal via email.**

**Protests will be considered and responded to by the Purchasing Manager or designee within five (5) working days of the receipt of the protest. In the event the protesting Proposer wishes to appeal the decision of the Purchasing Manager or designee, said appeal shall be presented in writing to the Clerk of the Board within five (5) working days of the date of the Purchasing Manager's response.**

**Proposers appealing the Purchasing Manager's decision must work with the Clerk of the Board to schedule a hearing of the Proposer's appeal on the Board's agenda for the next regular meeting. The hearing will be conducted informally and will not be a full evidentiary hearing. However, the Proposer and the County will be given the opportunity to present arguments and provide evidence at the hearing.**

**Any evidence to be presented at the hearing must be presented to the Clerk of the Board and the Purchasing Manager at least three (3) working days prior to the scheduled hearing. Proposers may be represented by counsel, but the rules of evidence governing civil proceedings will not apply to this hearing.**

**The Board will issue its decision either orally at the hearing or in writing within three (3) working days of the hearing.**

**Any costs incurred by a Proposer in filing and pursuing a protest or appeal shall be the sole responsibility of the Proposer. The County shall not reimburse the Proposer for the costs of a protest or appeal, even if the protest or appeal results in a favorable outcome for the Proposer.**

**The procedures set forth above are mandatory and constitute a Proposer's sole and exclusive remedy in the event of a protest or appeal of the RFP or the award thereof. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest or appeal, including filing a claim or initiating legal proceedings. In addition, failure to appear at the hearing set for an appeal shall constitute a waiver of the Proposer's right to appeal.**

**The County reserves the right to extend any of the above timeframes as necessary. Said extensions shall be communicated to the protesting Proposer in writing via email.**

**SECTION 4**  
**NOTICE TO PROPOSERS; GENERAL INFORMATION**

**4.1 NOTICE TO PROPOSERS**

This RFP does not constitute an agreement or offer of employment between the County and the Proposers. The costs of preparing proposals shall be the sole obligation of the Proposers. Once submitted, all proposals become the property of the County.

The successful Proposer shall be considered an independent consultant and not an agent, officer, or employee of the County or entitled to any benefits arising therefrom.

**4.2 CONFIDENTIALITY**

Proposals are only confidential during the evaluation process. Once an agreement has been signed between the County and the successful Proposer, any and all proposals shall be subject to disclosure under the California Public Records Act (“the Act”) as found under Section 7920 *et seq.* of the Government Code. Proposers are therefore responsible for ensuring that they have not included any confidential information in their proposals, such as trade secrets, social security numbers, or proprietary information.

Proposers are hereby put on notice that the County will not redact any portions of the submitted proposals when releasing them pursuant to a request under the Act.

**4.3 LATE PROPOSALS**

The County assumes no responsibility for the submission of late proposals. It is the sole responsibility of the Proposers to ensure their proposals are received in the Purchasing Division. The County will not accept proposals via email or fax. Late proposals will not be considered.

**4.4 ADDENDA TO THE RFP**

Proposers must carefully examine the specifications set forth in Section 2 and submit any and all questions or requests for information to the County no later than 5:00 pm on March 10, 2023 as set forth in Section 3.7. Failure to submit a request for information before the designated date will result in a waiver of the Proposer’s right to protest any award under this RFP on the basis of the process, terms, conditions, or claimed ambiguity regarding this RFP.

The County reserves the right to make corrections via written addenda to this RFP as needed prior to the submittal date. Addenda shall only be valid if issued in writing; oral

communications about this RFP with County employees will not be binding on the County unless set forth in a written addendum.

Addenda shall be posted on the County's website under the Purchasing Division tab under the section dedicated to this RFP and available in hard copy in the office of the Purchasing Manager. Proposers must acknowledge any and all addenda issued by signing and dating the addenda and including them with the proposal.

Proposers are solely responsible for checking the County's website and contacting the Purchasing Manager prior to the submittal date to ensure that they are aware of and acknowledge any and all addenda in their proposals. Failure to acknowledge and include any or all addenda may result in the proposal being deemed non-responsive.

#### **4.5 COMMUNICATIONS WITH THE EVALUATION COMMITTEE OR COUNTY STAFF**

Proposers shall not contact any member of the Evaluation Committee or any other County employee during the evaluation phase for this RFP unless contacted by the Evaluation Committee as allowed under Sections 3.5 or 3.6. Proposers who contact County personnel in an attempt to badger, cajole, bribe, influence, or obtain confidential information about the evaluations of the proposals during the evaluation phase may have their proposals declared disqualified from consideration.

#### **4.6 FALSE OR MISLEADING STATEMENTS**

Proposals containing false or misleading statements, or which include references that do not support an attribute or skill claimed by the Proposer, may be rejected as non-responsive to this RFP.

If the County determines that a Proposer's false or misleading statements were provided with intent to mislead the County in its evaluation of the proposal, the proposal will be deemed non-responsive. The County reserves the right to also prohibit the Proposer from submitting proposals for work or services under future RFPs.

#### **4.7 PREVAILING WAGE AND REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

The work or services set forth in Section 2 may constitute a public work for purposes of California's prevailing wage laws. Proposers shall be solely responsible for determining whether the proposed work is a public work and subject to the payment of prevailing wage and registration with the Department of Industrial Relations for the audit of the same. Proposers who fail to verify whether the work or services requested in this RFP constitute a public work and are subject to California's prevailing wage laws when

calculating the amount of their bids shall not be allowed to amend the proposed amount to account for this mistake.

**4.8 NEWS RELEASES**

Proposers shall not issue news releases pertaining to the award resulting from this RFP without prior written approval of the County.

**EXHIBIT A**  
**SIGNATURE PAGE**

(Proposer to complete and place in front of proposal)

Individual/Company: \_\_\_\_\_

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

Contact Person's name: \_\_\_\_\_

Contact Person's title: \_\_\_\_\_

Contact Person's telephone number: \_\_\_\_\_

Contact Person's email address: \_\_\_\_\_

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to submit this proposal and sign on behalf of the organization and assure that all statements made in the proposal are accurate and truthful. The undersigned agrees to provide the work or services requested in this Request for Proposal at the price contained therein and will comply with all terms and conditions of the proposed agreement, unless otherwise stipulated through a written exception.

Authorized Representative – Name	Title
----------------------------------	-------

\_\_\_\_\_  
Authorized Representative's signature

Business License No. (if applicable):

(Hanford) \_\_\_\_\_

(Kings County) \_\_\_\_\_

Professional License No. (if applicable): \_\_\_\_\_



**EXHIBIT B**

**SUBCONTRACTOR LIST**

(Proposer to complete and return with proposal)

**Subcontractor No. 1 - Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Amount of work or services to be performed (percentage):** \_\_\_\_\_

**Types of work or services to be performed:** \_\_\_\_\_

**Subcontractor No. 2 - Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Amount of work or services to be performed (percentage):** \_\_\_\_\_

**Types of work or services to be performed:** \_\_\_\_\_

**Subcontractor No. 3 - Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Amount of work or services to be performed (percentage):** \_\_\_\_\_

**Types of work or services to be performed:** \_\_\_\_\_

**EXHIBIT C**  
**REFERENCE LIST**

(Proposer to complete and return with proposal)

List five (5) references where the same or similar work or services were provided.

**Reference No. 1 – Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**Amount of contract:** \_\_\_\_\_ **Date and type of work or services performed:** \_\_\_\_\_

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

**Reference No. 2 – Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**Amount of contract:** \_\_\_\_\_ **Date and type of work or services performed:** \_\_\_\_\_

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

**Reference No. 3 – Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

Amount of contract: \_\_\_\_\_ Date and type of work or services performed: \_\_\_\_\_

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

**Reference No. 4 – Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

Amount of contract: \_\_\_\_\_ Date and type of work or services performed: \_\_\_\_\_

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

**Reference No. 5 – Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

Amount of contract: \_\_\_\_\_ Date and type of work or services performed: \_\_\_\_\_

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

**EXHIBIT D**

**AFFIDAVIT OF NON-COLLUSION**

I hereby affirm that:

- 1) I am the Proposer (if Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposer having authority to sign on the Proposer's behalf (if Proposer is a corporation).
- 2) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Proposer or its employees or agents, to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in: \_\_\_\_\_, \_\_\_\_\_ on: \_\_\_\_\_ by:  
(City) (State) (Date)

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Authorized Signature

**EXHIBIT E**  
**ADA GRIEVANCE PROCEDURE**

Appendix E.

Kings County ADA Grievance Procedure

Kings County

Grievance Procedure under ADA or

California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

**NOTE:** Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator

County Government Center

1400 West Lacey Blvd.

Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

## EXHIBIT F

### COUNTY OF KINGS

#### AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Contractor").

#### RECITALS

WHEREAS, County requires services related to the update of the multi-jurisdiction Housing Element for the 2024 – 2032 planning period, prepared for the County of Kings and Cities of Avenal, Corcoran, Hanford, and Lemoore; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

#### 1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

#### 2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

#### 3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Following termination, Contractor shall turn over to the County all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

#### **5. RECORDS AND INSPECTIONS.**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

#### **6. AMENDMENTS**

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

#### **7. TERMINATION**

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party



shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

## 8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. **Automobile Liability.** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. **Workers Compensation.** Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. **Professional Liability.** One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

## 9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission,

fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

#### **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

#### **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

#### **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

#### **13. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or

employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **14. NONDISCRIMINATION**

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

#### **15. SUBCONTRACTORS**

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

#### **16. ASSIGNMENT**

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

#### **17. UNFORESEEN CIRCUMSTANCES**

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

#### **18. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

**19. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**COUNTY:**

COUNTY OF KINGS  
PURCHASING DIVISION  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

**CONTRACTOR:**

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**20. CHOICE OF LAW**

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**21. SEVERABILITY**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**22. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

**23. NO THIRD-PARTY BENEFICIARIES.**

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to

a third party.

**24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

**25. AUTHORITY**

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

\_\_\_\_\_

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

Joe Neves,  
Chairman

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

ATTEST:

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

\_\_\_\_\_  
Sarah Poots

APPROVED AS TO FORM:  
Diane Freeman, County  
Counsel

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

Exhibits/Attachments:  
**Exhibit A:** Scope of Work  
**Exhibit B:** Fees

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
COUNTY OF KINGS  
REGIONAL EARLY ACTION PLANNING FUNDS**

This Memorandum of Understanding ("MOU"), effective as of \_\_\_\_\_, 2023 is made and entered into by and between KINGS COUNTY ASSOCIATION OF GOVERNMENTS, a Joint Powers Authority established under California Government Code section 6500, *et seq.* ("KCAG") and the COUNTY OF KINGS ("Sponsor") (collectively, "Parties").

**RECITALS**

WHEREAS, the California Department of Housing and Community Development ("HCD") has provided funds to local public agencies as part of the Regional Early Action Planning ("REAP") Program; and

WHEREAS, REAP Program funds may be used to conduct planning activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, the REAP funds have been made available to the Central Valley region through the San Joaquin Valley REAP Committee on behalf of the Fresno Council of Governments, the Kern Council of Governments, KCAG, the Madera County Transportation Commission, the Merced County Association of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, and the San Joaquin Council of Governments; and

WHEREAS, members of the San Joaquin Valley REAP Committee signed a regional Memorandum of Understanding ("RMOU") to facilitate the further sub-allocation of the funds to local jurisdictions. A copy of the RMOU is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the RMOU has delegated the responsibility to KCAG for administration of the grant allocation locally, and KCAG has established the procedures and processes necessary to fulfill that responsibility; and

WHEREAS, KCAG desires to work with Sponsor to support the local housing planning efforts of its constituent agencies (City of Avenal, City of Corcoran, City of Hanford, City of Lemoore, and County of Kings) through the use of REAP Program funds.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties agree as follows:

**AGREEMENT**

1.1 **Project Description.** The project descriptions, scope of work, delivery schedule, and the anticipated timing for release of REAP funds are specified in Exhibit B and incorporated herein by this reference (the "Project").



1.2 **Change In Project Scope.** A change in the Project Scope of Work as described in Exhibit B may not be implemented until it has been approved in writing by KCAG.

1.3 **Eligible Reimbursement Costs.** Eligible reimbursement costs shall be the same as defined by HCD statutes, rules and regulations.

1.4 **Use of Funds.** Sponsor shall use REAP funds consistent with the Project Scope of Work as described in Exhibit B or as approved by KCAG pursuant to Section 1.2.

1.5 **Timely Use of Funds.** REAP funds are one-time, housing planning funds that must be expended no later than December 31, 2024. KCAG staff will monitor Sponsor's expenditures on an annual basis to minimize the risk of losing funds that are intended to benefit the region. If expenditures appear to be behind schedule, Sponsor agrees to work with KCAG to establish a schedule to expend funds or to determine whether to reprogram funds to maximize the regional benefit. The Parties agree that, to meet the State expenditure deadline and to submit required reporting and invoicing timely, all REAP funds shall be expended by August 31, 2024.

1.6 **Completion of Project.** Sponsor shall be responsible for the timely completion of the Project and to provide management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with Exhibit B.

1.7 **Invoices and Progress Reports.** Sponsor shall submit to KCAG an invoice and progress report monthly reflecting all expenses incurred up to the date of submission for eligible activities conducted during the MOU period.

1.8 **Termination of MOU.** The Parties agree that this MOU will terminate on December 31, 2024, unless modified in writing and signed by both Parties prior to that date.

IN WITNESS WHEREOF, the undersigned Parties have executed this MOU on the day and year first written above.

\_\_\_\_\_  
Terri King, Executive Director  
Kings County Association  
of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chuck Kinney, Director  
Kings County Community Development

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**General Counsel  
Kings County Association  
of Governments**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Counsel  
County of Kings**

\_\_\_\_\_  
**Date**

**EXHIBITS:**

**Exhibit A- San Joaquin Valley RMOU  
Exhibit B- Project Scope of Work**

**EXHIBIT A**

**SAN JOAQUIN VALLEY REAP COMMITTEE  
REGIONAL MOU**

**AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING  
SAN JOAQUIN VALLEY REGIONAL EARLY ACTION PLANNING COMMITTEE  
FOR HOUSING**

This Amendment to Agreement (hereinafter "Amendment No. 1 to MOU") amends that certain agreement (hereinafter "MOU") entered into November 19, 2020, by and between the agencies ("Members") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("Committee") set forth below:

**Fresno Council of Governments**  
2035 Tulare Street Suite 201  
Fresno, CA 93721  
Email: tboren@fresnocog.org

**Kern Council of Governments**  
1401 19th Street, Suite 300  
Bakersfield, California 93301  
Email: ahakimi@kerncog.org

**Kings County Association of Governments**  
339 W D Street  
Lemoore, CA 93245  
Email: terri.king@co.kings.ca.us

**Madera County Transportation Commission**  
2001 Howard Road, Suite 201  
Madera, CA 93637  
Email: patricia@maderactc.org

**Merced County Association of Governments**  
369 W 18th Street  
Merced, CA 95340  
Email: stacie.guzman@mcagov.org

**San Joaquin Council of Governments**  
555 E Weber Avenue  
Stockton, CA 95202  
Email: achesley@sjcog.org

**Stanislaus Council of Governments**  
1111 "I" Street, Suite 308  
Modesto, CA 95354  
Email: rpark@stancog.org

**Tulare County Association of Governments**  
210 N Church Street, Suite B  
Visalia, CA 93291  
Email: tsmalley@tularecog.org

**RECITALS**

- A. The Members have decided to amend the distribution of the proceeds of the Initial Grant (defined in the November 19, 2020 MOU).
- B. The revised distribution is attached hereto and incorporated herein by reference as Exhibit B-1, which the Members intend to replace Exhibit B under the November 19, 2020 MOU.

///

///

## **AGREEMENT**

In consideration for their mutual promises, the Members agree as follows:

1. Section 1, Allocation of Initial Grant of the November 19, 2020 MOU shall be deleted in its entirety and replaced with the following:
  1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
    - a. FCOG will retain \$4,475,000 of the Initial Grant to perform the following tasks:
      - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
      - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
      - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
    - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in Exhibit B-1, "Phase I" in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
    - c. FCOG shall distribute and additional \$1,000,000 of the Initial Grant directly to each of the Members, on the basis of \$125,000 each as more particularly described in Exhibit B-1, "Phase II."
2. It is the intent of the parties this Amendment No. 1 to MOU shall become effective July 1, 2021 ("Effective Date").
3. Unless expressly modified by the terms of this Amendment No. 1 to MOU, all other terms of the November 19, 2020 MOU remain in full force and effect.

4. Each Member represents and warrants that the individual signing this Amendment No. 1 to MOU is duly authorized to do so and their signature on this Amendment No. 1 to MOU legally binds that Member to the terms of this Amendment No. 1 to MOU.
5. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.#

[Signature pages follow.]

The Members have caused this Amendment 1 to MOU to be executed as of the date and year first above written.

**Fresno Council of Governments**

By: Tony Boren  
Tony Boren, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Kern Council of Governments**

By: \_\_\_\_\_  
Ahron Hakimi, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Kings County Association of Governments**

By: \_\_\_\_\_  
Terri King, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Madera County Transportation Commission**

By: \_\_\_\_\_  
Patricia Taylor, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

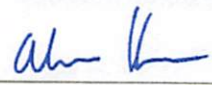
**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

**Kern Council of Governments**

By:

  
\_\_\_\_\_  
Ahron Hakimi, Director

**Kings County Association of Governments**

By:

\_\_\_\_\_  
Terri King, Director

**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

**Merced County Association of Governments**

By:

\_\_\_\_\_  
Stacie Dabbs, Director

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Diane Nguyen, Director

**Stanislaus Council of Governments**

By:

\_\_\_\_\_  
Rosa Park, Director

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director



The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

**Kern Council of Governments**

By:

\_\_\_\_\_  
Ahron Hakimi, Director

**Kings County Association of Governments**

By:

*Terri King*  
\_\_\_\_\_  
Terri King, Director

**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

**Merced County Association of Governments**

By:

\_\_\_\_\_  
Stacie Dabbs, Director

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Diane Nguyen, Director

**Stanislaus Council of Governments**

By:

\_\_\_\_\_  
Rosa Park, Director

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director

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**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

**Kern Council of Governments**

By:

\_\_\_\_\_  
Ahron Hakimi, Director

**Kings County Association of Governments**

By:

\_\_\_\_\_  
Terri King, Director

**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

**Merced County Association of Governments**

By:

\_\_\_\_\_  
Stacie Dabbs, Director

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Diane Nguyen, Director

**Stanislaus Council of Governments**

By:

\_\_\_\_\_  
Rosa Park, Director

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

**Kern Council of Governments**

By:

\_\_\_\_\_  
Ahron Hakimi, Director

**Kings County Association of Governments**

By:

\_\_\_\_\_  
Terri King, Director

**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

**Merced County Association of Governments**

By:

*Stacie Guzman*  
\_\_\_\_\_  
Stacie Guzman, Director

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Diane Nguyen, Director

**Stanislaus Council of Governments**

By:

\_\_\_\_\_  
Rosa Park, Director

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

**Kern Council of Governments**

By:

\_\_\_\_\_  
Ahron Hakimi, Director

**Kings County Association of Governments**

By:

\_\_\_\_\_  
Terri King, Director

**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

**Merced County Association of Governments**

By:

\_\_\_\_\_  
Stacie Dabbs, Director

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Diane Nguyen, Director

DocuSigned by:  
*Diane Nguyen*  
EBB731587E874D4

**Stanislaus Council of Governments**

By:

\_\_\_\_\_  
Rosa Park, Director

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director

The Members have caused this Amendment No. 1 to MOU to be executed as of the Effective Date.

**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

**Kern Council of Governments**

By:

\_\_\_\_\_  
Ahron Hakimi, Director

**Kings County Association of Governments**

By:

\_\_\_\_\_  
Terri King, Director

**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

**Merced County Association of Governments**

By:

\_\_\_\_\_  
Stacie Dabbs, Director

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Diane Nguyen, Director

**Stanislaus Council of Governments**

By: 

\_\_\_\_\_  
Rosa Park, Director

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director

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Fresno Council of Governments

Kern Council of Governments

By:

By:

\_\_\_\_\_  
Tony Boren, Director

\_\_\_\_\_  
Ahron Hakimi, Director

Kings County Association of Governments

Madera County Transportation Commission

By:

By:

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Terri King, Director

\_\_\_\_\_  
Patricia Taylor, Director

Merced County Association of Governments

San Joaquin Council of Governments

By:

By:

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Stacie Dabbs, Director

\_\_\_\_\_  
Diane Nguyen, Director

Stanislaus Council of Governments

Tulare County Association of Governments

By:

By:

\_\_\_\_\_  
Rosa Park, Director

\_\_\_\_\_  
Ted Smalley, Director

**EXHIBIT B-1**

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**San Joaquin Valley REAP Summary Funding Table**

	Phase I (1st app)				Phase II (2nd app)			Phase III (3rd app)	Summary		
	Original for RHNA	Sub Alloc Cities/County	Additional RHNA (a)	Total Phase I	Valleywide Planning	Supplemental RHNA (b)	Total Phase II	Sub Alloc Cities/County	Funds Dedicated to REAP	Funds Dedicated to RHNA	Total HCD Program
FCOG	187,989	762,257	164,491	1,114,738	4,475,000	125,000	4,600,000	2,057,660	7,294,918	477,480	7,772,398
Kern	168,871	684,737	147,762	1,001,370		125,000	125,000	1,848,399	2,533,136	441,633	2,974,769
Kings	28,492	115,527	24,930	168,949		125,000	125,000	311,858	427,386	178,422	605,808
Madera	29,155	118,219	25,511	172,886		125,000	125,000	319,124	437,344	179,666	617,010
Merced	52,345	212,248	45,802	310,395		125,000	125,000	572,948	785,196	223,147	1,008,343
San Joaquin	142,517	577,877	124,703	845,097		125,000	125,000	1,569,939	2,137,817	392,220	2,530,037
Stanislaus	102,407	415,238	89,606	607,250		125,000	125,000	1,120,905	1,536,143	317,013	1,853,156
Tulare	88,223	357,727	77,195	523,145		125,000	125,000	966,658	1,323,384	290,419	1,613,803
<b>Total</b>	<b>800,000</b>	<b>3,243,831</b>	<b>700,000</b>	<b>4,743,831</b>	<b>4,475,000</b>	<b>1,000,000</b>	<b>5,475,000</b>	<b>8,756,492</b>	<b>16,475,323</b>	<b>2,500,000</b>	<b>18,975,323</b>
<b>Percentage</b>	<b>17%</b>	<b>68%</b>	<b>15%</b>	<b>100%</b>	<b>82%</b>	<b>18%</b>	<b>100%</b>	<b>100%</b>	<b>87%</b>	<b>13%</b>	<b>100%</b>

Significant Local Agency Involvement in REAP process

Proposed future funding, subject to change by HCD

Notes: (a) Sum of Valleywide Tech Assist, Admin and Housing Report that was in the 1st app and subsequently moved to the 2nd app.  
 (b) \$1M transferred from Valleywide to regional planning agencies for RHNA planning. Also can be used for admin and project staffing management

Phase II (2nd app) Valleywide Budget	
Supplemental RHNA	1,000,000
Comprehensive Housing Report	500,000
Housing Report Policy Implem.	1,000,000
Household Travel Survey	500,000
Consultant Bench	1,500,000
Outreach, Marketing	250,000
Fresno COG Admin	300,000
Housing Program Manager	314,200
Reserve/Contingencies	110,800
	<b>5,475,000</b>



## **MEMORANDUM OF UNDERSTANDING**

### **San Joaquin Valley Regional Early Action Planning Committee for Housing**

This memorandum of understanding ("**MOU**") is made this 19th day of November 2020 ("**Effective Date**"), by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

**Fresno Council of Governments**  
2035 Tulare Street Suite 201  
Fresno, CA 93721  
Email: tboren@fresnocog.org

**Kern Council of Governments**  
1401 19th Street, Suite 300  
Bakersfield, California 93301  
Email: ahakimi@kerncog.org

**Kings County Association of Governments**  
339 W D Street  
Lemoore, CA 93245  
Email: terri.king@co.kings.ca.us

**Madera County Transportation Commission**  
2001 Howard Road, Suite 201  
Madera, CA 93637  
Email: patricia@maderactc.org

**Merced County Association of Governments**  
369 W 18th Street  
Merced, CA 95340  
Email: stacie.guzman@mcagov.org

**San Joaquin Council of Governments**  
555 E Weber Avenue  
Stockton, CA 95202  
Email: achesley@sjcog.org

**Stanislaus Council of Governments**  
1111 "I" Street, Suite 308  
Modesto, CA 95354  
Email: rpark@stancog.org

**Tulare County Association of Governments**  
210 N Church Street, Suite B  
Visalia, CA 93291  
Email: tsmalley@tularecog.org

### **RECITALS**

- A. Under section 50515.02, subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development ("**HCD**") has made available one hundred twenty-five million dollars (\$125,000,000) in local government planning support grants to regional entities and working groups as outlined by the statute.
- B. The Committee is one of the working groups identified in section 50515.02, subdivision (a), of the Health and Safety Code.
- C. On June 26, 2020, the Members approved submission of an application for grant funding ("**Application**") to HCD by Fresno Council of Governments ("**FCOG**") as the fiscal agent on behalf of the Committee.

- D. On August 14, 2020, HCD approved the Application and an allocation of \$10,218,830.75 in grant funds (the "Initial Grant") to the Members through FCOG.
- E. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029 ("Agreement"). A true and correct copy of the Agreement is attached hereto as "Exhibit A."
- F. This MOU is intended to reflect the Members' understanding of the distribution of the Initial Grant and to facilitate the subsequent implementation of activities by the Members in furtherance of the purposes for which the Initial Grant was approved by HCD.

The Members therefore agree as follows:

1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
  - a. FCOG will retain \$5,475,000 of the Initial Grant to perform the following tasks:
    - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
    - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
    - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
  - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in "Exhibit B," in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
2. Compliance with the Agreement and MOU. Each Member hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. Each Member agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by FCOG pursuant to the Agreement or MOU, in order to facilitate FCOG's compliance with the terms and conditions of the Agreement.
3. Compliance with the Law. Each Member agrees to comply with all Federal, State, and local laws in the performance of its obligations under this MOU.

4. **Sub-Agreements.** Copies of all agreements between any Member and any sub-recipient, contractor or subcontractor shall be submitted to FCOG, so that they then may be provided to HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
5. **Quarterly Reports.** Each Member also shall deliver to FCOG, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Initial Grant by that Member or by a sub-recipient of that Member. Each Member shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. Each member's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Initial Grant, a description of any project initiated in whole or in part with the Initial Grant and a description of the progress made on any such project.
6. **Retention of Records.** Each Member shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "Records") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Initial Grant was used in a manner consistent with the Agreement. Each Member shall make the Records available to FCOG, HCD or the State Auditor upon demand. Each Member shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall be retained by each Member for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
7. **Disallowed Costs.** Each Member shall return to FCOG any funds which HCD has disallowed within 90 days following notice to the Member.
8. **Indemnity.**
  - a. Each Member shall indemnify FCOG, along with FCOG's officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from, or in connection with that Member's actions with respect to subject matter of this MOU or relating in any way to the use of the Initial Grant proceeds by that Member or any sub-recipient, contractor, or subcontractor of that Member.
  - b. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of FCOG or any of its officers, directors, and employees.
9. **Duration of MOU.** This MOU shall be in effect from the Effective Date until December 31, 2024 unless its term is extended by written modification in accordance with the provisions of section 12, paragraph c of this MOU.

10. **Subsequent MOUs.** The Members understand and agree that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under section 50515.02, subdivision (a), of the Health and Safety Code. The Members hereby commit to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.
11. **Notices.** All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided for the Members above. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 11.
  - a. A notice delivered by personal service is effective upon service to the recipient.
  - b. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
  - c. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
  - d. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.
12. **General Provisions.**
  - a. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Members.
  - b. This MOU represents the entire understanding of the Members as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
  - c. This MOU may not be modified or altered except by writing signed by all Members.
  - d. No Member may assign, delegate or transfer its rights and duties in this MOU without the written consent of all other Members, except that any Member may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the

purposes for which the Initial Grant was approved by HCD without the necessity of obtaining such consent.

- e. Any dispute arising under this MOU, which is not resolvable by informal mediation between or among the Members, shall be adjudicated in a court of law under the laws of the State of California.
- f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Fresno County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Members shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- i. Section headings are provided for convenience only and are not part of this MOU.
- j. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Members.
- k. Each Member represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Member to the terms of this MOU.
- l. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

[Signature pages follow.]

The Members have caused this MOU to be executed as of the date and year first above written.

**Fresno Council of Governments**

By: *Tony Boren*

\_\_\_\_\_  
Tony Boren, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Kern Council of Governments**

By: *Ahron Hakimi*

\_\_\_\_\_  
Ahron Hakimi, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Kings County Association of Governments**

By: *Terri King*

\_\_\_\_\_  
Terri King, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Madera County Transportation Commission**

By: *Patricia Taylor*

\_\_\_\_\_  
Patricia Taylor, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Merced County Association of Governments**

By: Stacie Guzman  
Stacie Guzman, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**San Joaquin Council of Governments**

By: Andrew Chesley  
Andrew Chesley, Director

Approved as to Legal Form:

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

Print: \_\_\_\_\_

**Stanislaus Council of Governments**

By: \_\_\_\_\_  
Rosa Park, Director

Approved as to Legal Form:

By: Rosa Park

Print: \_\_\_\_\_

**Tulare County Association of Governments**

By: \_\_\_\_\_  
Ted Smalley, Director

Approved as to Legal Form:

By: Ted Smalley

Print: \_\_\_\_\_

**Exhibit A**

**Grant funding agreement number 19-REAP-14029**



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
 19-REAP-14029

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
 Fresno Council of Governments

2. The term of this Agreement is:

START DATE  
 Upon HCD Approval  
 THROUGH END DATE  
 12/31/2024

3. The maximum amount of this Agreement is:  
 \$10,218,830.75

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Fresno Council of Governments

CONTRACTOR BUSINESS ADDRESS  
 2035 Tulare St., #201

CITY  
 Fresno

STATE  
 CA

ZIP  
 93721

PRINTED NAME OF PERSON SIGNING

*TONY BOREN*

TITLE

*EX. DIRECTOR*

CONTRACTOR AUTHORIZED SIGNATURE

*Tony Boren*

DATE SIGNED

*8/20/20*

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
 Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS  
 2020 W. El Camino Ave., Suite 130

CITY  
 Sacramento

STATE  
 CA

ZIP  
 95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,  
 Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Shaun Singh*

DATE SIGNED

*9/3/2020*

California Department of General Services Approval (or exemption, if applicable)

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority**

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

**2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions

Regional Early Action Planning Grant Program (REAP)  
NOFA Date: October 10, 2019  
Approved Date: April 9, 2020  
Prep. Date: August 12, 2020

## **EXHIBIT A**

of the NOFA, this Agreement, subsequent amendments to this Agreement, the representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

### **3. Definitions**

Terms herein shall have the same meaning as defined by the NOFA.

### **4. Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

### **5. Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.

**EXHIBIT A**

- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

**6. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development Division  
Land Use Planning Unit  
Attention: REAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**Section 4. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

**Section 5. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 6. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 7. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be

ORDINANCE NO. 646

AN ORDINANCE OF THE CITY OF CORCORAN ENACTING BUSINESS REGULATIONS FOR RETAIL CANNABIS.

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

**Section 1. PURPOSE.** It is the purpose and intent of this chapter to accommodate retail cannabis businesses by enacting reasonable business regulations and other requirements to protect the health, safety, and general welfare of the residents of Corcoran, minimize negative impacts of related cannabis activity, and enforce rules and regulations consistent with state law. Establishes annual permit requirements for Retail Cannabis business operation, employees, and delivery services within Corcoran. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

**Section 2. CODE ADOPTION.** Chapter 11 is hereby added to Title 3 of the Corcoran Municipal Code to read in its entirety as stated in ATTACHMENT 1 hereto, and incorporated herein as if it were set forth verbatim.

**Section 3. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

**STAFF REPORT  
ITEM #: 5-C**

**TO:** Corcoran City Council

**FROM:** Joseph Beery, Deputy City Attorney

**DATE:** May 4, 2023                      **MEETING DATE:** May 9, 2023

**SUBJECT:** Ordinance No. 646 Consider Approval of Business Regulations Regarding Retail Cannabis

**Summary:**

Ordinance No. 646 is a comprehensive business regulation ordinance that pertains to the sale of retail cannabis inside the City’s boundaries. If passed, this Ordinance would add Chapter 11 to Title 3 of the Corcoran Municipal Code.

**Recommendation:**

If the Council is inclined to allow regulated retail cannabis licensing, it is recommended that a motion be made to waive first reading and set for a second reading at a future regular City Council meeting, and direct staff to publish an ordinance summary not less than five (5) days before the date of the second reading.

**Budget impact:**

Immediate impact: None.  
Future impact: When the Zoning Code is updated to allow for retail cannabis in specified zones and if a voter-approved cannabis tax is enacted in the future, retail cannabis storefronts could generate tax revenue for the general fund, which could be used to offset the cost of secondary impacts of cannabis use which was decriminalized statewide under Proposition 64.

**Background:**

Cannabis, under California law, is now decriminalized, allowing it to be sold for recreational purposes subject to certain State and local restrictions. There has been local interest in allowing retail cannabis locations within the City of Corcoran, and the draft ordinance sets forth regulations regarding issuance of permits to operate a retail cannabis storefront within the parameters set by the City Council.

**Attachment:**

Ordinance No. 646

EXHIBIT C  
CONTACT INFORMATION FOR PARTICIPATING AGENCIES

**For the County of Kings:**

Chuck Kinney  
Director of Community Development  
1400 W. Lacey Blvd. Bldg. #6  
Hanford, CA 93230  
559-852-2670  
[Chuck.Kinney@co.kings.ca.us](mailto:Chuck.Kinney@co.kings.ca.us)

**For the City of Hanford**

Jason Waters  
Deputy City Manager  
317 Douty St.  
Hanford, CA 93230  
559-585-2580  
[jwaters@cityofhanford.com](mailto:jwaters@cityofhanford.com)

**For the City of Avenal:**

Kao Nou Yang  
Director of Community and Economic  
Development  
919 Skyline Blvd.  
Avenal, CA 93204  
559-401-9854  
[kyang@cityofavenal.us](mailto:kyang@cityofavenal.us)

**For the City of Lemoore**

Kristie Baley  
Management Analyst  
711 Cinnamon Dr.  
Lemoore, CA 93245  
559-924-6744 \* 740  
[kbaley@lemoore.com](mailto:kbaley@lemoore.com)

**For the City of Corcoran:**

Kevin Tromborg  
Community Development Director  
932 Whitley Ave.  
Corcoran, CA 93212  
559-992-2151  
[Kevin.Tromborg@cityofcorcoran.com](mailto:Kevin.Tromborg@cityofcorcoran.com)



- Upon completion of agency and public review, comments will be addressed and incorporated into relative context and submitted to the County for review, comment, and further revision, if necessary
- Provide timely progress updates to the Kings County Community Development Agency as requested and adhere to timelines as possible
- Prepare staff reports and other relative documents for Planning Commissions, City Councils, and Boards of Supervisors
- Effort with public outreach, including preparation of event materials, solicitation of comments, workshops, and public meetings throughout Kings County

Deliverables shall include:

- Project Task Timeline and Team Assignments
- Working and Final Drafts of the 2024-2032 Housing Element
- Hearing Drafts
- Public Participation Summaries
- 2024-2032 Housing Element Study
- Associated documents, appendices, and background studies
- Staff reports and related documentation
- HCD Draft of the 2024-2032 Housing Element and mandated information for certification
- Environmental documents, findings, and/or Notice of Exemption in compliance with California Environmental Quality Act (CEQA)
- Synopsis of recommended changes by HCD following the review period of HCD Draft
- HCD Certified 2024-2032 Housing Element
- 2024-2032 Housing Element Certificate Letter from HCD

**PROJECT SCOPE OF WORK FOR  
THE 2024-2032 HOUSING ELEMENT UPDATE**

**I. HOUSING ELEMENT UPDATE**

Kings County is currently in the process of conducting a comprehensive update of the Kings County Housing Element, which includes preparing the multijurisdictional Housing Element update for County unincorporated areas as well as the four incorporated Cities (Avenal, Corcoran, Hanford, and Lemoore). The Kings County Community Development Agency is assigned coordination of this project and seeks proposals from qualified consultants to provide professional services for the development of the Housing Element update.

The Housing Element update is required pursuant to California Government Code Section 65580 et seq. The purpose of this project is to update the Housing Element to be internally consistent with County and City General Plans and in compliance with state statutes to be certified by the California Department of Housing and Community Development (HCD). The update shall contain an overview of the housing needs in the unincorporated and incorporated areas of Kings County and provide analysis of both the constraints that may impact housing development as well as the resources available to facilitate it. State Housing Element law requires that each city and county identify and analyze existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, and quantified objectives to further the development, improvement, and preservation of housing. The five jurisdictions in Kings County have collectively decided to prepare a joint countywide Housing Element with administrative support from the Kings County Development Agency. Kings County's current Housing Element is for the planning period from 2016 to 2024. This Housing Element update will be for the planning period from 2024 to 2032.

The scope of work shall include the following:

- Meetings with County and City staff, other agencies' staff, public officials, and the general public
- Coordination with other Consultants or subcontractors engaged, if necessary, in a supportive and joint effort
- Develop team assignments and a project task timeline compatible with Housing Element update due dates
- Complete an evaluation of the 2016-2024 Housing Element update
- Coordinate with County and City staff to develop a current housing inventory and complete a Housing Needs Assessment to ensure conformance with Government Code Section 65583 et seq.
- Analysis of resources that cover land inventory, site analysis, financial and administrative resources, and energy conservation
- Analysis of constraints, including governmental and nongovernmental
- Provide public review and final document and any appendices or references in a format acceptable to the County

**EXHIBIT B**

**PROJECT SCOPE OF WORK**

1. Project Description

2. Objectives

3. Scope of Work

4. Deliverables

5. Milestones

6. Risks

7. Assumptions

8. Dependencies

9. Roles and Responsibilities

10. Communication Plan

11. Budget

12. Schedule

13. Reporting

14. Change Management

15. Project Closure

## Exhibit B

### Pro-rata Initial Allocations to Each Regional Transportation Planning Agency Based on January 2020 California Department of Finance Population Estimates

<b>REAP PLANNING GRANT INITIAL ALLOCATIONS</b>			MPO DISTRIBUTION
<b>MPO Share by Population*</b>			
Fresno Council of Governments	1,032,227	<b>23.50%</b>	\$1,114,737.62
Kern Council of Governments	927,251	<b>21.11%</b>	\$1,001,370.41
Kings County Association of Governments	156,444	<b>3.56%</b>	\$168,949.28
Madera County Transportation Commission	160,089	<b>3.64%</b>	\$172,885.65
Merced County Association of Governments	287,420	<b>6.54%</b>	\$310,394.79
San Joaquin Council of Governments	782,545	<b>17.81%</b>	\$845,097.40
Stanislaus Council of Governments	562,303	<b>12.80%</b>	\$607,250.45
Tulare County Association of Governments	484,423	<b>11.03%</b>	\$523,145.14
<b>Total</b>	<b>4,392,702</b>	<b>100.00%</b>	<b>\$4,743,830.75</b>

**EXHIBIT D**

every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Department and no further agreement will be necessary to transfer ownership to the Department.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, in consultation with the Grantee.

**EXHIBIT D**

**1) Work:**

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

**2) Work Product:**

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

**3) Inventions:**

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.**
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and**

**Regional Early Action Planning Grants (REAP)**

**NOFA Date: October 10, 2019**

**Approved Date: April 9, 2020**

**Prep. Date: August 12, 2020**

**EXHIBIT D**

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

**10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

**11. Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

**12. State-Owned Data**

- A. Definitions

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- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

**9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this



**EXHIBIT D**

with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
  - 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

**5. Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

**6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**8. Third-Party Contracts**

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- D.** Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E.** A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F.** The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G.** In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
  - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
  - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
  - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

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- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
  - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

**EXHIBIT D**

perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.**
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.**

**EXHIBIT D**

**REAP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may  
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- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

**5. Performance**

The Grantee will be subject to amendments to this section as a result of future applications and awards.

**6. Fiscal Administration**

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards, in consultation with the Grantee.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

## **EXHIBIT B**

disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

### **3. Grant Timelines**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may modify the November 1, 2023 deadline and may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

### **4. Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

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**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$10,218,830.75.
- B. This Agreement authorizes an initial advance payment(s) for eligible activities as described in the application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the advance payment, any subsequent payment and the total amount prior to

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published once in the Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Corcoran, State of California, on \_\_\_\_\_, 2023 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
JEANETTE ZAMORA-BRAGG  
Mayor, City of Corcoran

ATTEST: \_\_\_\_\_  
MARLENE SPAIN  
City Clerk, City of Corcoran

## TITLE 3 BUSINESS AND LICENSE REGULATIONS

### CHAPTER 3-11 RETAIL CANNABIS

<b>3-11-01</b>	<b>Purpose and Intent.</b>
<b>3-11-02</b>	<b>Definitions.</b>
<b>3-11-03</b>	<b>Legal Authority.</b>
<b>3-11-04</b>	<b>Promulgations Of Regulations.</b>
<b>3-11-05</b>	<b>Retail Cannabis Operating Requirements.</b>
<b>3-11-06</b>	<b>Retail Cannabis Employee.</b>
<b>3-11-07</b>	<b>Delivery Service Requirements.</b>
<b>3-11-08</b>	<b>Permit Procedure.</b>
<b>3-11-09</b>	<b>Violations and Enforcement.</b>

#### **3-11-01: Purpose and Intent.**

It is the purpose and intent of this chapter to accommodate retail cannabis businesses by enacting reasonable business regulations and other requirements to protect the health, safety, and general welfare of the residents of Corcoran, minimize negative impacts of related cannabis activity, and enforce rules and regulations consistent with state law. Establishes an annual permit requirements for Retail Cannabis business operation, employees, and delivery services within Corcoran. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes which violate state or federal law. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county, or other law.

#### **3-11-02: Definitions.**

The following definitions are applicable to the provisions as set forth herein, concerning regulations pertaining to retail cannabis business and related activities and operations. Any reference to California statutes are deemed to include any amended version of the referenced statute or regulatory provision.

**APPLICANT:** Means a person who is required to file an application for a retail cannabis, delivery, or employee permit under this article.

**BUSINESS OWNER:** Means the owner(s) of the retail cannabis business.

**CANNABIS:** Shall be defined as provided within the California Health and Safety Code § 11018, or successor statute. The terms "cannabis" and "marijuana" shall have the same meaning within the Corcoran Municipal Code. Furthermore, except where otherwise distinguished, the term "cannabis" shall include and refer to both medicinal cannabis and non-medicinal cannabis.

**CANNABIS ACCESSORIES:** Shall be defined as provided within California Health and Safety Code § 11018.2, or successor statute.

**RETAIL CANNABIS:** Means a business which holds a valid Retail Cannabis Permit from the City of Corcoran, valid state license required by State law, and authorized to engage in the retail

sale of cannabis or cannabis products, including the delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, retail cannabis is also defined in California Business and Professions Code division 10 and any successor statute(s), as may be adopted or amended from time to time.

**RETAIL CANNABIS PERMIT:** Means a regulatory permit issued by the City of Corcoran pursuant to this chapter that is required to allow the establishment and operation of a retail cannabis business within the City of Corcoran. Permit is subject to annual renewal and contingent upon the business's ongoing compliance with all requirements of this chapter and any other regulations adopted by the State or City pertaining to retail cannabis related activities and operations.

**CANNABIS PRODUCTS:** Shall be defined as provided within California Health and Safety Code § 11018.1, or successor statute.

**CITY:** Means the City of Corcoran, a California general law City, and the territorial limits subject to the jurisdictional authority of the City of Corcoran.

**CITY COUNCIL OR COUNCIL:** Means the City Council of the City of Corcoran.

**DELIVERY:** Shall be defined as provided within the California Business and Professions Code § 26001(q), or successor statute.

**DELIVERY EMPLOYEE:** Shall be defined as provide within Title 16 California Code of Regulations § 5000(i), or successor statute.

**DISTRIBUTION:** Means the procurement, sale, and transport of cannabis or cannabis products between licensees.

**EMPLOYEE:** Means each and every person engaged in the operation or conduct of any cannabis business, whether as owner, member of the owner's family, partner, associate, agent, manager, or solicitor, and each and every other person employed or working in such cannabis business for a wage, salary, commission, barter or any other form of compensation.

**GROSS RECEIPTS:** Means the amount a cannabis operation received from all sources during its accounting period, without subtracting any costs or expenses.

**MAUCRSA:** Means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.

**OPERATOR:** Means the business owner and any other person designated by the business owner as responsible for the day to day retail cannabis business operation.

**PATIENT OR QUALIFIED PATIENT:** Means a person who is entitled to the protections of California Health and Safety Code Section 11362.5, and as defined in California Health and Safety Code Section 11362.7 et seq., as it may be amended.

PERSON WITH AN IDENTIFICATION CARD: Has the same meaning as defined by California Health and Safety Code Section 11362.7.

PREMISES: Means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

STATE: Means the State of California.

STATE LAW: Means all regulations and laws pertaining to cannabis business in the State of California.

STATE LICENSE: Means a State license issued by the state of California, or one of its departments or divisions, under MCRSA or AUMA to engage in commercial cannabis activity pursuant to California Business and Professions Code section 26000, et seq., or other applicable State law.

### **3-11-03: Legal Authority.**

Pursuant to Sections 7 of Article XI of the California Constitution, and the provisions of the Medical Cannabis Regulation and Safety Act (hereinafter "MCRSA"), and the Adult Use Cannabis Act (hereinafter "AUMA") the City of Corcoran is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Corcoran to engage in retail cannabis related business activity.

### **3-11-04: Promulgation Of Regulations.**

In addition to any regulations adopted by the City Council, the City manager or designee(s) is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of retail cannabis permits, employee permits, and/or delivery permits or concerning any other subject determined to be necessary to carry out the purposes of this chapter. Each and all such rules, regulations, or standards established by City manager or designee(s) pursuant to this section must be consistent with this ordinance, and shall only become effective after thirty (30) days from their adoption in writing.

### **3-11-05: Retail Cannabis Operating Requirements.**

A. Maximum Number of Permits.. The maximum number of retail business license permits shall not exceed a concentration in excess of one license for every [REDACTED] residents, as per the most recent population figures from the U.S. Census Bureau. Notwithstanding the foregoing, no less than two retail permits may be issued by the City pursuant to this Chapter.

B. Minimum Separation. No retail cannabis business shall be located within the minimum distance separation from the following uses:

1. Within 1,000 feet of any school site.

2. Within 500 feet of any recreation center, public library, public park, or church.

C. **City Business License.** Prior to commencing operations, a retail cannabis business shall obtain a City of Corcoran business license and maintain such license to be active, valid, and unexpired while conducting business in the City of Corcoran.

D. **Retail Cannabis Permit.** No person or entity shall operate a retail cannabis business within the City of Corcoran without first obtaining a Retail Cannabis Permit from the City. The Retail Cannabis Permit shall be site specific and shall specifically identify the type of cannabis activity that will be allowed at that business location site.

E. **Fees And Charges.** No person may commence or continue any Retail cannabis business in the City, without timely paying in full all fees and charges required for the operation of a Retail Cannabis business. Fees and charges associated with the operation of a Retail cannabis business shall be established by resolution of the City Council which may be amended from time to time.

F. **Taxes.** All Retail Cannabis businesses authorized to operate under this chapter shall pay all sales, use, business, and other applicable taxes required under federal, state and local law. Each Retail cannabis business shall be subject to audit of the business operation's books and records for the purpose of verifying the amount of taxes required to be paid during any period.

G. **Compliance with Building and Related Codes.** The Premises in which the Retail cannabis business operations occur shall comply with all applicable local, State, and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits, and comply with all applicable City standards.

H. **Authorized Sales.** A retail cannabis business shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least twenty-one (21) years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least eighteen (18) years of age, but not yet twenty-one (21), if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals twenty-one (21) years of age and older are unrestricted.

I. **Cannabis Products.** All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.

J. **Sales Activity.** All sales activity of cannabis and/or cannabis products shall be conducted within the permitted retail cannabis business, or at a delivery address when authorized by a retail cannabis delivery permit and subject to the following:

1. All cannabis goods sold by a retail cannabis business shall be contained in child-resistant packaging.
2. Retail cannabis business shall video record on a video surveillance system all areas within the facility that engage in point-of-sale and where cannabis goods are displayed for sale. At each point-of-sale location, camera placement must allow for the recording of

the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

3. Retail cannabis business shall hire or contract for security personnel who are at least twenty-one (21) years of age to provide security services for the permitted facility. All security personnel hired or contracted for by the owner or operator shall be licensed by the Bureau of Security and Investigative Services.
4. The quantity of cannabis and cannabis products visible within the sales area is limited to the amount of product necessary to support typical daily demand of sales for the retail cannabis location. Excessive amounts of product visually displayed is to be avoided. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

**K. Limited Access Areas.** A retail cannabis business shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least twenty-one (21) years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the permitted owner/operator. A log of all individuals who are not employees and granted access to the limited areas shall be maintained, and made available to the City manager or designee(s) upon request. All restroom facilities shall remain locked and under the control of management.

**L. Signage and Notices.** The Retail Cannabis operation shall adhere to the following signage requirements:

1. Business identification signage for a retail cannabis business shall conform to the requirements of the City's signage requirements in Title 11, and any other policies or guidelines adopted by the City.
2. No signs placed on the premises of a retail cannabis business shall obstruct any entrance or exit to the building or any window.
3. Each entrance to a retail cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the retail cannabis business is prohibited.
4. The entrance to the retail cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the retail cannabis business.
5. Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No retail cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the

premises of the retail cannabis business or elsewhere including, but not limited to, the public right-of-way.

6. Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards, or other prohibited signs may be used at any time.
7. Holders of retail cannabis business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any retail cannabis business located in the City of Corcoran utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a retail cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

**M. Odor Control.** Odor control devices and techniques shall be incorporated in all retail cannabis locations to ensure that odors from cannabis are not detectable off-site. Retail cannabis business shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the retail cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area of the building, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the retail cannabis business. As such, retail cannabis businesses must install and maintain the following equipment, or any other equipment which the City manager or designee(s) determine is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally.
2. An air system that creates negative air pressure between the retail cannabis business's interior and exterior, so that the odors generated inside the retail cannabis business are not detectable on the outside of the retail cannabis business.

**N. State Law and Other State Regulations.** The retail cannabis business shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law or regulation. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under State Law. The Operator shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.

**O. Labeling.** All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.

**P. Display of Permit and City Business License.** The original copy of the retail cannabis permit issued by the City pursuant to this chapter and the City issued business license shall be posted inside the retail cannabis business in a location readily-visible to the public.

**Q. Unlawful Consumption.** Cannabis shall not be consumed on the premises of any retail cannabis business, and alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises.

**R. Transportation.** Transportation shall only be conducted according to activity permitted by State law.

**S. Age Verification.** Retail Cannabis business shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is eighteen (18) to twenty (20) years old, retail cannabis business shall confirm the customer's possession of a valid doctor's recommendation and/or identification card (Medical Cannabis Card) pursuant to Health & Safety Code Section 11362.71. For adult-use purchases, retailers shall verify that all customers are twenty-one (21) years of age or older for the purchase of cannabis or cannabis products. It shall be unlawful for any retail cannabis business to employ any person who is not at least twenty- one (21) years of age.

**T. Hours of Operation.** Retail cannabis business shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards. Additionally, retail cannabis business shall not be open before 9:00 a.m., or remain open after 8:00 p.m. Pacific Standard Time or Pacific Daylight Time, whichever is in effect at the time.

**U. Cannabis Display.** No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a retail cannabis permit, or on any of the vehicles owned or used as part of the retail cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

**V. Secure Building.** All Retail cannabis business operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door.

**W. Background Check.** Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee or volunteer, of the retail cannabis business must submit fingerprints and other information deemed necessary by the Police Chief or designee(s) for a background check by the Corcoran police department. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a retail cannabis business or a related retail cannabis employee permit unless they have first cleared the background check, as determined by the Police Chief or designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Corcoran to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a retain cannabis permit is submitted.



X. Premises Security. The following security conditions shall apply.

1. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Police Chief.

2. Preventing individuals from remaining on the premises of the retail cannabis business if they are not engaging in an activity directly related to the permitted operations of the retail cannabis business.

3. Establishing limited access areas accessible only to authorized retail cannabis business personnel. Entrances into the retail cannabis business shall be strictly controlled in a manner approved by the Police Chief or designee(s).

4. All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault, and displayed for purchase in a manner that prevents diversion, theft, and loss.

5. Installing twenty-four (24) hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the retail cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. The retail cannabis business shall be responsible for ensuring that the security surveillance camera's footage is capable of being remotely accessible by the Corcoran police department, and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be capable of being provided to the Corcoran police department in the following situations: 1. Voluntary consent is given by the retail cannabis business to access real-time footage; 2. Probable cause exists and a warrant is obtained by Corcoran police department; or 3. Probable cause exists and a recognized exception to the warrant requirement also exists. Video recordings shall be maintained for a minimum of ninety-six (96) hours or, when special circumstances exist including, without limitation, when reasonable suspicion exists that a crime has occurred on the site of the retail cannabis business, for a longer period of time of not more than forty-five (45) days after being notified by City or Corcoran Police. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the retail cannabis business.

6. Sensors shall be installed to detect entry and exit from all secure areas.

7. Panic buttons shall be installed in all retail cannabis businesses.

8. Exterior lighting systems for after-hours security.

9. Have a professionally installed, maintained, and monitored alarm system.

10. Any bars installed on the windows or the doors of the retail cannabis business shall be installed only on the interior of the building.

11. Security personnel shall be on-site twenty-four (24) hours a day or alternative security as authorized by the Police Chief or designee(s). Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the Corcoran police department, with such approval not to be unreasonably withheld.

12. Each retail cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

13. Each retail cannabis business shall identify a designated security representative or liaison to the City of Corcoran, who shall be reasonably available to meet with the Police Chief or designee(s) regarding any security related measures or any operational issues.

14. Each retail cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

15. The retail cannabis business shall cooperate with the City whenever the City manager or designee(s) makes a request, upon reasonable notice to the retail cannabis business, to inspect or audit the effectiveness of any security plan or of any other requirement of this chapter.

16. A retail cannabis business shall notify the City manager or designee(s) within twenty-four (24) hours after discovering any of the following:

- a. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City manager or designee(s).
- b. Diversion, theft, loss, or any criminal activity involving the retail cannabis business or any agent or employee of the retail cannabis business.
- c. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the retail cannabis business.
- d. Any other breach of security.

17. Each retail cannabis business shall provide an emergency contact to the City manager or designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

18. The delivery and transport of cannabis supplies to the retail cannabis business shall comply with the following:

- a. Deliveries to the premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the Retail cannabis business permit. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Retail cannabis business.
- b. The transportation of cannabis samples and product to and from the premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The retail cannabis business shall stagger transportation times, vary routes from the premises, and take other security measures as requested by the Police Chief.

Y. Record keeping. A retail cannabis business operation shall maintain compliance with all required record keeping, access to records, and review processes including the following:

1. Each owner and operator of a retail cannabis business shall maintain accurate books and records in an electronic format, detailing all revenues and expenses of the business, and all assets and liabilities.

2. Annual statement of sales shall be submitted to the City, or upon any reasonable request of the City. The statement shall detail the number of sales by the retail cannabis business during the previous twelve (12) month period. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.

3. Annual financial audit of the business's operations shall be submitted to the City and prepared by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City manager or designee(s).

4. Reporting and Tracking of Product and of Gross Sales. Each retail cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the retail cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The system must have the capability to produce historical transactional data for review, and be approved and authorized by the City manager or designee(s) prior to being used by the retail cannabis business.

5. The Retail Cannabis business shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief or designee(s) at all times immediately upon request. All agents, officers, or other persons acting for or employed by a retail cannabis business shall display a laminated identification badge issued by the business operator. The identification badge shall, at a minimum, include the Retail Cannabis business' name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.

6. Each retail cannabis business shall maintain a record of all persons, patients, collectives, and primary caregivers served by the retail cannabis business, for a period of no less than four (4) years.

7. All retail cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products stored on site intended for sale or distribution until purchase is made by a qualified patient, primary caregiver for purpose or an adult twenty-one (21) years of age or older who qualifies to purchase cannabis as set forth in AUMA.

8. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA) regulations, each retail cannabis business shall allow the City Manager or designee(s) to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted retail cannabis business activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Z. Indemnification and Liability. To the fullest extent permitted by local, state, and/or federal law, the City shall not assume any liability whatsoever with respect to having issued a retail

cannabis business permit, or otherwise approving the operation of any retail cannabis business or associated activity. The Retail Cannabis permit shall comply with the following:

1. As a condition of retail cannabis business permit approval, the applicant shall be required to execute an indemnification agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing retail cannabis or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the retail cannabis business; the process used by the City in making the decision to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the retail cannabis business or any of its officers, employees or agents.

2. The retail cannabis business shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.

3. The retail cannabis business shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's retail cannabis business permit, or related to the City's approval of the applicant's cannabis business related activities. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

**3-11-06: Retail Cannabis Business Employee.**

Any person who is an employee or who otherwise works or volunteers within a retail cannabis business must obtain a retail cannabis business employee permit from the City prior to performing any work at any retail cannabis business.

A. Applications for a retail cannabis business employee permit shall be developed and made available by the City manager or designee(s), and shall include, but not be limited to, the following information:

1. Name, address, and phone number of the applicant.
2. Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport, or other proof that the applicant is at least twenty-one (21) years of age must be submitted with the application.
3. Name, address of the retail cannabis business where the person will be employed, and the name of the primary manager of that business.
4. A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) for which the applicant has been convicted.
5. Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing.

6. The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the Police Chief or designee(s).
7. A signed statement under penalty of perjury that the information provided is true and correct.
8. If applicable, verification that the applicant is a qualified patient or primary caregiver.
9. A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

B. The Police Chief or designee(s) shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

1. Has been convicted of a crime involving dishonesty, fraud, or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states.
2. Has committed a felony or misdemeanor involving fraud, deceit, or embezzlement.
3. Was convicted of a violent felony, or a crime of moral turpitude.
4. Has illegally used, possessed, transported, distributed or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

C. Discovery of these facts showing that the applicant has been convicted of a crime involving dishonesty, fraud or deceit are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a retail cannabis business employee permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (a) a conviction for any crime listed in subsection (D)(4) of this section for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code; or (b) a conviction that was subsequently dismissed pursuant to Section 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

D. The City manager or designee(s) shall issue the retail cannabis business employee permit or a written denial to the applicant within ninety (90) days of the date the application was deemed complete. Upon the request of a retail cannabis business and while processing the application for a work permit, the City manager or designee(s) may issue a temporary work

permit for an employee if the business demonstrates to the City manager or designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the City manager or designee(s) upon determination that the applicant has failed the background check.

E. A retail cannabis business employee permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in this section including the payment of a renewal application fee in an amount to be set by resolution of the City Council.

F. In the event a person changes employment from one retail cannabis business in the City to another, the retail cannabis business employee permit holder shall notify the City manager or designee(s) in writing of the change within ten (10) days, or the employee permit shall be suspended or revoked and such person shall not be permitted to work at any retail cannabis business in the City.

G. The City may immediately revoke the retail cannabis business employee permit should the permit holder be convicted of a crime listed in subsections B and C of this section or if facts become known to the Police Chief or designee(s) that the permit holder has engaged in activities showing that the individual is dishonest.

H. The applicant may appeal the denial or revocation of a retail cannabis business employee permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial, which appeal shall be conducted as set forth in Section 3-11-8 of this chapter.

I. The City manager or designee(s) shall issue a permit in the form of a personal identification card that can be worn by the employee. The personal identification card shall be worn approximately chest-high on their outermost garment, in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

**3-11-07: Delivery Service Requirements.**

The operation of any cannabis delivery service within the City shall be required to be established in conjunction with a retail cannabis business permitted to operation with the City of Corcoran and in compliance with all provisions of this chapter. The delivery of cannabis or cannabis products to clients located outside of the business premises shall comply with the following additional requirements to ensure adequate measures and protections are in place for the public health, safety, and welfare of those living and working in the City:

A. Obtain a retail cannabis delivery permit from the City that authorizes the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.

B. Provide proof of a valid State license for the retail cannabis business with authorization for delivery service provided to the City manager or designee(s).

C. A licensed retail cannabis business shall not use the services of an independent contractor or courier service to deliver cannabis goods.

D. The retail cannabis business operating the delivery service shall furnish to the City manager or designee(s) the names and driver's license numbers of all the business' delivery drivers, and evidence verifying that criminal background checks have been conducted for all the business's drivers.

E. The retail cannabis business operating the delivery service shall furnish to the City manager or designee(s) the year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

F. A delivery employee of a licensed retail cannabis business shall, during deliveries, carry a copy of the retail cannabis business' current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.

G. Delivery operations that fail to provide the necessary licenses and permits demonstrating authority to operate with the City, pose greater risk of criminal activity and negative impacts to the City's public health, safety and general welfare, and are therefore deemed a nuisance subject to violation and citation under the provisions of section 3-11-9 of this chapter.

**3-11-08: Permit Procedure.**

This section establishes the procedure which governs the retail cannabis business, employee, and delivery permit application processes, and manner in which the decision is rendered regarding the issuance of said permit(s).

A. The City manager or designee(s) is hereby authorized to prepare the necessary application procedure, forms, and any necessary rules to review, process, and conduct evaluations of the applicant(s), and determine if the applicant is awarded a permit. An application may be approved, conditionally approved, or rejected at the discretion of the City manager or designee(s). Any correction required for a conditionally approved application must be done in a timely manner as set forth by the City manager or designee(s).

B. Application Fee. At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.

C. Retail cannabis business permit. The City Manager shall review the permit application for compliance with all City requirements, conditions, and certify whether the retail cannabis business permit application meets all the requirements of section 3-11-05, including the following:

1. Signed and notarized Property Owner Acknowledgement is included and states they have read, acknowledge, and authorize a retail cannabis business operation on their property, and agree to assume all responsibility for any compliance issues arising on site and in relation to the retail cannabis business operation on their property.

2. Executed Indemnification Agreement, in a form approved by the City Attorney, is included agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Corcoran, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's issuance of a retail cannabis business permit, the City's decision to approve said business operation, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the retail cannabis business, property owner, employees or affiliates.

3. Determination approval from the Police Chief or designee acknowledging that all security measures have been reviewed and approved.

4. Confirmation of insurance coverage limits as determined necessary and appropriate by the City manager.

5. Cost reimbursement agreement approved by the City Manager to reimburse the City of Corcoran for all costs and expenses, including, but not limited to, consultant costs, attorney fees, and/or any other costs related to the City's approval of the applicant's retail cannabis business permit, or related to the City's approval of a retail cannabis business.

6. Official issuance of the retail cannabis business permit is conditioned upon the applicant obtaining all required land use approvals. The applicant shall apply and obtain a Conditional Use Permit approval and any other required land use approvals or entitlements for the retail cannabis business site location, if any. Land use approvals shall include compliance with all applicable provisions of CEQA. The City manager or designee(s) shall formally issue the retail cannabis business permit(s) once it has been affirmed that all of the required land use approvals have been obtained.

7. Issuance of a retail cannabis business permit does not create a land use entitlement, and the permit is valid for a period of twelve (12) months. Permit shall expire at the end of the twelve (12) month period unless it is renewed as provided herein.

D. Retail Cannabis Employee Permit. The City Manager shall review the employee permit application for compliance with all City requirements, conditions, and certify whether the retail cannabis business employee permit application meets all the requirements of section 3-11-06, including the following:

1. Confirmation from the Police Chief or designee that the background checks and investigation are complete and acceptable under the criteria established by this chapter.

2. After the background checks and investigation are complete, the Police Chief or designee shall render a decision within thirty (30) days to either approve or deny an employee permit. At the discretion of the Police Chief, employee permits may be conditionally approved pending the background investigation.



E. **Retail Cannabis Delivery Permit.** The City Manager shall review the delivery permit application for compliance with all City requirements, conditions, and certify whether the retail cannabis delivery permit application meets all the requirements of section 3-11-07.

F. **Grounds for Denial.** Nothing in this article shall be construed to require the City to grant a retail cannabis business, employee or delivery permit. Notwithstanding this, applications for a permit are required to be denied for one or more of the following:

1. The applicant is engaging in cannabis related business activities at a particular location that is prohibited by any local or State law, statute, rule, or regulation.

2. The applicant has been issued a local or State permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or has resulted in disciplinary action relating to the permit.

3. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact in the application.

4. The applicant has been convicted of any of the following:

- a. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c).
- b. Convicted of any of the offenses listed in Business and Professions Code section 19323.
- c. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application.
- d. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act.
- e. Has engaged in misconduct related to the qualifications, functions, or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State law.
- f. Has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
- g. The applicant is under twenty one (21) years of age, or any older other age set by the State.
- h. The application does not comply with required provisions of this chapter.

- i. The required annual permit and license fees specified in this Code..
5. Any one of the applicant's failure to pay to the City any amount which remains overdue, thirty (30) or more days, in unpaid fines, penalties, fees, charges, taxes, assessments and/or other payments, including contracted payments.
6. The applicant shall have the right to appeal the City's decision and handled according to provisions in section 3-11-08 (M).

**G. Ownership Change.** Any time the property ownership and/or business operation ownership is changed, the retail cannabis business permit must be renewed by the new responsible party of interest prior to assuming operation and approved under the new applicant.

**H. State License Suspension.** Suspension of a license issued by the state of California, or by any of its departments or divisions, shall immediately suspend the ability of a retail cannabis business to operate within the City, until the state of California, or its respective department or division, reinstates or reissues the state license. Should the state of California, or any of its departments or divisions, revoke or terminate the license of a retail cannabis business, such revocation or termination shall also revoke or terminate the ability of a retail cannabis business to operate within the City of Corcoran.

**I. Permit Expiration.** Each retail cannabis business and/or operationally necessary permit issued pursuant to this chapter shall expire twelve (12) months after the date of its issuance. Annual renewal of the Retail cannabis business permits may be renewed as provided in Subsection L below.

**J. Permit Revocation.** Cannabis related permits issued under this chapter may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to relevant provision of the Corcoran Municipal Code.

**K. Renewal Applications.** An application for renewal of a cannabis related permit shall be filed at least thirty (30) calendar days prior to the expiration date of the current permit, and shall contain all the required information and be subject to all requirements of new applications.

**L. Appeals.** Unless specifically provided elsewhere to the contrary, an appeal of a City decision or action occurring under this chapter from the City manager or designee(s) shall be conducted as prescribed hereinafter:

1. Written request for appeal.
  - a. Within ten (10) calendar days after the date of a decision or action of the City Manager or designee(s) occurring pursuant to this chapter, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper. The failure to file a timely appeal shall constitute the failure to exhaust administrative remedies.

- b. At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

2. Appeal hearing process.

- a. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo.
- b. The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing, unless mutually agreed and confirmed in writing by the City Manager (or designee) and the appellant. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- c. At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- d. The failure of an appealing party to appear at the appeal hearing shall constitute a failure to exhaust their administrative remedies.
- e. At the conclusion of the hearing the City Council may affirm, reverse, or modify the decision appealed, or may do so at some later time after taking the matter under submission. The decision of the City Council shall be final.
- f. Following the appeal hearing, an aggrieved party may seek judicial review of the City Council's appeal decision by filing a complaint with the Superior Court of Kings County, California during the period identified by California Code of Civil Procedure Section 1094.6, as may be amended.

**3-11-09: Violations And Enforcement.**

The authorized representatives of the City, charged with enforcing the provisions of the Corcoran Municipal Code, or any provision thereof, may enter the location of a retail cannabis business at any time, without notice, and inspect the location of any retail cannabis business as well as any recordings and records required to be maintained pursuant to this chapter or under applicable provisions of state law. The following provisions apply to the City's ability to investigate, enforce and remedy any compliance issues arising from a permitted retail cannabis business, operation, and/or associated employees:

A. Unlawful Activity. It is unlawful for any person having responsibility over the operation of a retail cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a retail cannabis business under this chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this chapter or under state or local law.

**B. Public Nuisance.** Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance. The nuisance abatement remedies and procedures identified in Title 4, Chapter 1 of this code, which are incorporated herein by reference, shall apply to nuisances existing under this chapter.

**C. Separate Violation.** Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Corcoran Municipal Code or by state law. Each day a violation is committed or permitted to continue shall constitute a separate violation. Additionally, as a nuisance, any violation of this chapter shall be subject to injunctive relief, any permit issued pursuant to this chapter being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Corcoran may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the retail cannabis business or persons related to, or associated with, the retail cannabis business activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City manager or designee(s) may take immediate action to temporarily suspend or revoke a retail cannabis business permit issued by the City, pending a hearing before the City Council or its designee.

**D. Prosecution.** Each and every violation of the provisions of this chapter may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment in the County Jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

**E. Citation Issuance.** In addition to any other remedy available at law, an administrative citation may be issued to any person or entity that violates this chapter.

1. Whenever the City's Police Chief, designee, or a City Code Enforcement Officer determines that a violation of this chapter has occurred, the Police Chief, designee, or a Code Enforcement Officer shall have the authority to issue an administrative citation to any person or entity responsible for the violation.

2. Each administrative citation shall contain the following information:

- a. The date of the violation or, if the date of the violation is unknown, then the date the violation is identified.
- b. The address or a definite description of the location where the violation occurred.
- c. The section of this chapter that was violated and a description of the violation.
- d. The amount of the fine for the violation.
- e. A description of the fine payment process, including a description of the time within which and the place at which the fine shall be paid.

- f. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation.
- g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and.
- h. The name and signature of the individual issuing the citation.

- 3. The amounts of the administrative citation fines for violations of this chapter shall be set forth in a schedule of fines established by resolution of the City Council.
- 4. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person or entity.

**F. Payment of Fines.** The payment of fines is subject to the following:

- 1. Fines shall be paid to the City within thirty (30) days from the date of the administrative citation.
- 2. Any administrative citation fine paid shall be refunded if it is determined, after an appeal hearing, that a person or entity charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the citation.
- 3. Payment of a fine under this chapter shall not excuse, discharge, or permit any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

**G. Citation Appeal.** Any appeal of an administrative citation resulting from violations of this chapter shall be subject to the procedure and processes established under Title 1, Chapter 11 Civil Citations.

**H. Late Payment Charges.** Any person or entity who fails to pay to the City any fine imposed or amount owed pursuant to the provisions of this chapter on or before the date that the fine or amount is due shall also be liable for a late payment charge equal to ten percent (10%) of the unpaid amount, and interest shall accrue thereafter at a rate of one and one half percent (1.5%) per month on the unpaid fine; provided however, the additional penalty and/or interest shall not apply if collection of the same by the City would violate state law.

**I. Penalties.** Any retail cannabis business that fails to pay the taxes and/or fees required by this Code within thirty (30) days after the due date shall pay in addition to those taxes and/or fees a penalty for nonpayment in the sum equal to twenty five percent (25%) of the total amount due. Additional penalties will be assessed in the following manner: ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty five percent (25%) penalty if the fee remains unpaid - up to a maximum of one hundred

percent (100%) of the fee payable on the due date. Receipt of the fee payment by the City shall govern the determination of whether the fee is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

J. Recovery of Administrative Citation Fines and Costs. Any person or entity that violates this chapter shall be responsible for the enforcement costs incurred by the City with respect to such violation. The City may collect any past due administrative citation fines, enforcement and collection costs, and late payment charges by use of all available legal means, including, without limitation, the lien procedures identified in Sections 1-11-1, et seq., of this code, which are incorporated herein by reference. Collection costs shall be in addition to any interest and/or late charges imposed upon the delinquent obligation and shall be added to and become a part of the underlying obligation. Any partial payment of an obligation, when a partial payment is permitted, will be applied first to the principal amount of the underlying obligation, then to any penalties, and then to interest.

K. Notices. The administrative citation and all notices required to be given by this chapter shall be served by personal delivery thereof to the person or entity to be notified or by deposit in the United States mail, certified mail with return receipt requested, addressed to such person to be notified at his or her last-known address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the mail.

L. Remedies Cumulative. All remedies prescribed under this chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

**BEFORE THE CITY COUNCIL OF THE  
CITY OF CORCORAN**

**IN THE MATTER OF:**

Resolution Ordering Annexation of Tract 880  
into Public Facilities Maintenance District No.  
18-01, Confirming Diagram and Assessment,  
and Levying of Assessment.

**RESOLUTION No. 3988**

WHEREAS, the CITY OF CORCORAN (“City”) received a petition from D.R. HORTON, (the “Developer”), who is the sole owner and developer of Tract 880, requesting and consenting to the annexation of certain real property located in the City of Corcoran, County of Kings, State of California, more particularly described in **ATTACHMENT A**;

WHEREAS, in April the City adopted Resolutions 3987 and 3986, which approved Developer’s petition for annexation into an existing maintenance district and initiated the Proceedings to Annex that certain real property into Public Facilities Maintenance District No. 18-01, including ordering City’s engineer to prepare an engineer’s report and setting a public hearing on said petition;

WHEREAS, the City’s engineer prepared and filed such engineer’s report with the City’s Clerk in accordance with California Streets and Highways Code § 22586 and the City Council approved said report;

WHEREAS, the public hearing on said petition was duly noticed and held at the Corcoran City Council Chambers located at 1015 Chittenden Avenue, Corcoran, California 93212, on May 9, 2023 at 5:30 p.m., with the consent of the County auditor who under Streets and Highways Code § 22640(b) authorized completion of the assessment ballot proceeding no later than August 21, 2023;

WHEREAS, the City received Developer’s ballot giving Developer’s consent to the annexation of the certain real property into Public Facilities Maintenance District No. 18-01, and to the adoption of the Engineer’s Report and the levy of the assessments stated therein.

WHEREAS, at said public hearing, the City Council considered staff reports, public comments, protests and the engineer’s report, and when the valid assessment ballots were tabulated those in favor of the formation of the Assessment District and levy of the assessment outweighed those which were opposed, as follows: **In-Favor** totaled \_\_\_\_\_ shares and **Against** totaled \_\_\_\_\_ shares; Accordingly, and in order to continue to operate and maintain the improvements for the residents of the assessment

district, the City Council now intends to actually annex Tract 880 into Public Facilities Maintenance District 18-01 and to order the levy of the proposed special assessment; and

UPON MOTION OF COUNCIL MEMBER \_\_\_\_\_, SECONDED BY COUNCIL MEMBER \_\_\_\_\_, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON \_\_\_\_\_, 2023, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: \_\_\_\_\_  
MARLENE SPAIN, City Clerk

\*\*\*\*\*

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:**

1. Found that the foregoing recitals are true;
2. Found that a majority share of the interested landowners within Tract 880 submitted ballots in favor of annexation into Public Facilities Maintenance District No. 18-01 and the annual assessment for the maintenance and operation of improvements;
3. Ordered the annexation of Tract 880 into existing Public Facilities Maintenance District No. 18-01;
4. Confirmed the diagram, as shown on the subdivision map recorded on or about April 11, 2022, in the Kings County Recorders Office as instrument 2206824 and attached hereto as **ATTACHMENT B**, as reflecting the boundaries of the territory now annexed and confirmed and levied the assessment contained in the Engineer's Report for the fiscal year 2022-2023;
5. Directed staff to forward the necessary information to the Kings County Recorder's Office for recordation and authorized the City Manager or designee to record a notice of assessment as to each assessed parcel;



City of

# CORCORAN

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A MUNICIPAL CORPORATION

## MATTERS FOR MAYOR AND COUNCIL ITEM #:6

### MEMORANDUM

**MEETING DATE:** May 9, 2023  
**TO:** Corcoran City Council  
**FROM:** Greg Gatzka, City Manager  
**SUBJECT:** Matters for Mayor and Council

#### 6-A. Upcoming Events/Meetings

- May 9, 2023 (Tuesday) Council Meeting-5:30 pm, Council Chambers
- May 10, 2023 (Wednesday) City County Coordinating Meeting 6:00 pm, City of Hanford, Location to be Determined.
- May 20, 2023 (Saturday) Springfest
- May 23,2023 (Tuesday) Council Meeting-5:30 pm, Council Chambers

#### 6-B. City Manager's Report

**6-C. Council Comments/Staff Referral Items** – *This is the time for council members to comment on matters of interest.*

#### 6-D. Committee Reports

1. Kings Waste and Recycling Agency (KWRA)
2. Kings County Association of Governments (KCAG)
3. Kings Community Action Organization

City Offices



**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
02/28/23	Homelessness encampments. Council directed staff to explore and evaluate avenues to address homeless issues.	In progress	City Manager City Attorney
02/28/23	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	City Manager
02/28/23	Expansion of diagonal parking along Whitley Ave.	In progress	Public Works/Community Development
02/28/23	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department