### 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, December 13, 2022 5:30 P.M

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

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

ROLL CALL

Mayor:

Patricia Nolen

Vice Mayor:

Jeanette Zamora-Bragg

Council Member:

Greg Ojeda

Council Member:

Sidonio "Sid" Palmerin

Council Member:

Jerry Robertson

### **INVOCATION**

### FLAG SALUTE

### 1. 1-A. APPROVAL OF MINUTES

Approval of Minutes of the regular meeting on November 8, 2022.

### 1-B. COUNCIL REORGANIZATION

- a). Election of Mayor (conducted by City Clerk)
- b). Election of Vice-Mayor (conducted by Mayor)

### 1-C. 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. <u>CONSENT CALENDAR</u> (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.** Authorization to read ordinances and resolutions by title only.

### 3. <u>APPROPRIATIONS</u>

Approval of Warrant Register dated November 22, 2022, and December 14, 2022. (Ruiz-Nuñez) (VV)

- 4. <u>PRESENTATIONS</u> None
- 5. <u>PUBLIC HEARINGS</u> None

### 6. STAFF REPORTS

- 6-A. Authorize staff to accept the COPS Hiring Grant award. (Shortnacy) (VV)
- 6-B. Consider approving Resolution No. 3976 to adopt Ordinance No. 644 to amend in its entirety Title 7, Chapter 3 of the City's Municipal Code and waive the second reading. (Gatzka) (VV)
- 6-C. Consider adoption of Resolution No. 3977 authorizing the sale of the 1630 Brewer Avenue (APN 032-251-021) Property. (Gatzka) (VV)

6-D. Review current municipal code provisions for planning commission size and quorum requirement and consider providing direction to staff as necessary.

### 7. MATTERS FOR MAYOR AND COUNCIL

- Upcoming Events/Meetings 7-A.
- 7-B. City Manager's Report
- Council Comments/Staff Referral Items Items of Interest (Non-action items the Council **7-C.**
- 7-D. Committee Reports

### 8. **CLOSED SESSION** - None

### 9. **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 December 9, 2022.

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

### Tuesday, November 8, 2022

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

ROLL CALL

Councilmembers present:

Patricia Nolen, Sidonio Palmerin and Greg Ojeda

Councilmembers absent:

Jerry Robertson and Jeanette Zamora-Bragg

Staff present:

Moses Diaz, Joseph Faulkner, Greg Gatzka, Tina Gomez,

Reuben Shortnacy, Marlene Spain, Soledad Ruiz-Nuñez and

Kevin Tromborg

Press present:

Tina Botill "The Corcoran Journal"

INVOCATION

Invocation was presented by Palmerin.

FLAG SALUTE

The flag salute was led by Ojeda

### 1. PUBLIC DISCUSSION

Pat Flaherty 1310 Whitley Ave. addressed Council regarding the ongoing homeless issue at John Maroot Park.

### 2. CONSENT CALENDAR

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

**AYES:** 

Nolen, Palmerin, and Ojeda

**NOES:** 

**ABSENT:** 

Jerry Robertson and Jeanette Zamora-Bragg

ABSTAINED:

Approval of minutes of the meeting of the City Council on October 25, 2022. 2-A. 2-B.

Authorization to read ordinances and resolutions by title only.

3.	APPROPRIE	
<b>3</b> .	APPROPRIATIONS (VI	
	Following Council discuss approve warrant register da	ion, a <b>motion</b> was made by Palmerin and seconded by Ojeda to ated November 8, 2022. Motion carried by the following vote:
	AYES: NOES:	Nolen, Palmerin, and Ojeda
	ABSENT:	Jerry Robertson and Jeanette Zamora-Bragg
4.	PRESENTATIONS - Non	
5.	PUBLIC HEARINGS - No	one
6.	STAFF REPORTS	
	authorize submittal o	iscussion, a <b>motion</b> was made by Ojeda and seconded by Resolution No. 3975 to approve the City's PLHA Plan and f a PLHA application; and approve the PLHA Reuse Plan for otion carried by the following vote:
	AYES: NOES: ABSENT:	Nolen, Palmerin, and Ojeda Jerry Robertson and Jeanette Zamora-Bragg
7.	MATTERS FOR MAYOR	AND COUNCIL
	<ul><li>7-A. Upcoming Events/Med</li><li>7-B. City Manager's Report</li></ul>	f .
	7-C. Council Comments/Sta	aff Referral Items - Items of Interest (Non-action items the Council
	<b>7-D.</b> Committee Reports	
8.	CLOSED SESSION -None	
<u>ADJO</u>	DURNMENT	5:55 P.M.

<u>ADJOURNMENT</u>	5:55 P.M.
Water Control of the	
Marlene Spain, City Clerk	Patricia Nolen, Mayor
APPROVED DATE:	
Regular Meeting Minutes	<del>-</del>

### City of ORCORA FOUNDED 1914 A MUNICIPAL CORPORATION

STAFF REPORT ITEM #: 3\_\_

### **MEMORANDUM**

TO:

City Council

FROM:

Soledad Ruiz-Nunez, Finance Director

DATE: December 13, 2022

**MEETING DATE: December 13, 2022** 

**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: 11/08/2022 FY23
- Warrant Register #2 for warrant request date: 11/10/2022 FY23
- Warrant Register #3 for warrant request date: 11/22/2022 FY23
- Warrant Register #4 for warrant request date: 11/18/2022 FY22/23
- Warrant Register #5 for warrant request date: 12/06/2022 FY22
- Warrant Register #6 for warrant request date: 12/05/2022 FY23

### Blanket Voucher Approval Document

User:

spineda

Printed:

11/08/2022 - 10:28AM

Warrant Request Date:

11/8/2022

DAC Fund:

Batch:

00501.11.2022 - WRNT RGSTR 11/22/22 FY 2.3

Line	Claimant	Amount
1	Asbury Environmental Services	55.00
2	Auto Zone, Inc.	8.22
3	Az Auto Parts	313.83
4	Badger Meter	857.55
5	Best Deal Food Co Inc.	15.41
6	Bogie's Pump Systems	5,393.02
7	BSK Associates	1,860.50
8	Burlingame Engineers, Inc.	596.31
9	Business Card- Bank of America Credit Cards	25,363.86
10	California Industrial Rubber	59.97
11	Cannon Financial Services, Inc.	94.18
12	Central Valley Sweeping LLC	6,380.00
13	City of Corcoran	230.08
14	City of Corcoran	476.98
15	City of Corcoran	267.15
16	Corcoran Chamber of Commerce	50,542.52
17	Corcoran Christmas Tree Committee	200.00
18	Corcoran Heating & Air	380.00
19	Frontier Communications	219.14
20	Frontier Communications	273.25
21	Frontier Communications	60.58
22	Frontier Communications	109.57
23	Frontier Communications	328.15
24	Frontier Communications	142.31
25	Frontier Communications	95.58
26	Garrett Gilbert	175.00
27	Gary V. Burrows Inc.	3,809.94
28	Kings County Mobile Locksmith	3,370.69
29	Kings Waste & Recycling	36,357.74
30	Navia Benefit Solutions	35.00
31	ODP Business Solutions	45.78
32	PG&E	4,214.08
33	PG&E	207.51
34	PG&E	12,187.27
35	Samantha Franco	248.00
36	Shane Bewarder	248.00
37	Springbrook Holding Company LLC	29,796.42
38	The Criscom Company	2,250.00
39	The Gas Company	118.38
40	TSA Consulting Group, Inc.	50.00
41	Tule Trash Company	102,439.82
42	USA Blue Book	83.86
43	Verizon Wireless	1,697.18

Page Total:

\$0.00

Grand Total:

\$291,657.83

Page Total:

\$0.00

### Vouch

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Voucher Approval List	List			
User:	spineda 11/08/2022 - 10:37AM		\$3. THE	
Filliteu. Batch:	00501.11.2022 - WRNT RGSTR 11/22/22 FY2023	11/22/22 FY2023		
Warrant Date	Vendor	escription	Account Number Amount	unt
11/8/2022	Asbury Environmental Services	PICK UP USED OIL FILTERS	104-433-300-200	55.00
11/8/2022	Auto Zone, Inc.	CAR WASH	104-421-300-260	8.22
11/8/2022	Az Auto Parts	SUPPLIES FOR SHOP USE	104-433-300-210	94.43
11/8/2022	Az Auto Parts	2 SENSORS FOR UNIT 143	104-421-300-260	219.40
11/8/2022	Badger Meter	2" METER	105-437-300-210	857.55
11/8/2022	Best Deal Food Co Inc.	WWTP SUPLIES	120-435-300-210	15.41
11/8/2022	Bogie's Pump Systems	PO#24819 IMPELLER FOR BAINUM/LETTS SEWER STATION	120-435-300-140	5,393.02
11/8/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	149.25
11/8/2022	BSK Associates	WELL SAMPLING	105-437-300-200	114.25
11/8/2022	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	118.50
11/8/2022	BSK Associates	WELL SAMPLING	105-437-300-200	89.25
11/8/2022	BSK Associates	QUANTI TRAY COLIFORM & ECOLI	105-437-300-200	186.75
11/8/2022	BSK Associates	GROUND WATER WELL SAMPLING	105-437-300-200	910.75
11/8/2022	BSK Associates	GROUND WATER WELL SAMPLING	105-437-300-200	217.50
11/8/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
11/8/2022	Burlingame Engineers, Inc.	WEIGHT FLOAT FOR SODIUM HYPOCHLORITE TANK	105-437-300-210	596.31
11/8/2022	Business Card- Bank of America Cre	Business Card- Bank of America Credit Cards CREDIT HYATT PLACE: HOTEL ROOTSTOCK EVENT TRAININ 120-435-300-270	IN 120-435-300-270	-161.19
11/8/2022	Business Card- Bank of America Cre	Business Card- Bank of America Credit Cards CREDIT APPLE IPAD APP	105-437-300-210	-2.99
11/8/2022	Business Card- Bank of America Cre	Business Card- Bank of America Credit Cards AMAZON BLOWER FAN FOR UNIT 215	145-410-300-260	166.71
11/8/2022	Business Card- Bank of America Cre	Business Card-Bank of America Credit Cards AMAZON ANNUAL PRIME MEMBERSHIP FEE	104-431-300-210	150.47
11/8/2022	Business Card- Bank of America Cre	Business Card- Bank of America Credit Cards AMAZON BASEBALL SAFETY BASES	105-437-300-210	162.36
11/8/2022	Business Card- Bank of America Credit Cards SUBWAY PW CARDS	dit Cards SUBWAY PW CARDS	104-431-300-210	25.00
11/8/2022	Business Card- Bank of America Cre	Business Card- Bank of America Credit Cards AMAZON GRACO LIQUID SEAL	109-434-300-210	23.72
11/8/2022	Business Card- Bank of America Cre	Business Card-Bank of America Credit Cards AMAZON: WWTP LIFT STATION #19 REPLC BATTERES BACK 120-435-300-210	JK 120-435-300-210	281.60
11/8/2022	Business Card- Bank of America Cre	Business Card- Bank of America Credit Cards AMAZON:GRACO GUN REPAIR	109-434-300-210	72.52
11/8/2022	Business Card- Bank of America Cre	Business Card-Bank of America Credit Cards DKF SOLUTIONS: ONLINE TRAINING CONFINED SPCE 10/25/2 120-435-300-270	5/2 120-435-300-270	185.00
11/8/2022	Business Card- Bank of America Cro	Business Card- Bank of America Credit Cards AMAZON: KEY FOB UNIT 228	104-421-300-260	16.66
11/8/2022	Business Card- Bank of America Cri	Business Card- Bank of America Credit Cards SIV: WTP GENERATOR PERMIT APP	105-437-300-160	80.68
11/8/2022	Business Card- Bank of America Cr	Business Card- Bank of America Credit Cards AMAZON: SWITCH TIMERS & REPLC OUTLETS	104-412-300-210	37.11
11/8/2022	Business Card- Bank of America Cr	Business Card-Bank of America Credit Cards AMAZON: WIRED MOUSE FOR DESKTOP	120-435-300-210	11.90
11/8/2022	Business Card- Bank of America Cr	Business Card- Bank of America Credit Cards PROMO VIDEO FOR CITY	104-401-300-200	3,742.50
11/8/2022	Business Card- Bank of America Credit Cards ADOBE ACROBAT	edit Cards ADOBE ACROBAT	104-431-300-200	12.99
11/8/2022	Business Card- Bank of America Cr	Business Card- Bank of America Credit Cards ELITE AUTO DETAIL UNIT 270	104-431-300-260	61.50
11/8/2022	Business Card- Bank of America Cr	Business Card- Bank of America Credit Cards HARBOR FREIGHT LIGHTS FOR STIPE MACHINE	109-434-300-260	289.56

	Business Card- Bank of America Credit Cards CITY MANAGER DEPT SUPPLIES	104-402-300-210	15.14
	Business Card- Bank of America Credit Cards CITY MANAGER DEPT SUPPLIES	104-402-300-210	43.29
	Business Card- Bank of America Credit Cards CITY MANAGER DEPT SUPPLIES	104-402-300-210	10.39
	Business Card- Bank of America Credit Cards SUPPLIES FOR COUNCIL MEMBERS	104-401-300-210	21.52
	Business Card- Bank of America Credit Cards SUPPLIES FOR COUNCIL MEMBERS	104-401-300-210	12.99
	Business Card- Bank of America Credit Cards CATO CONF	104-421-300-270	950.00
	Business Card- Bank of America Credit Cards FIRE ALARM SYSTEM INSPECTION	104-421-300-200	1,835.60
	Business Card- Bank of America Credit Cards STRAGE BINS CAR WASH	104-421-300-260	147.14
	Business Card-Bank of America Credit Cards INTERVIEW & INVESTIGATION TRAINING	104-421-300-270	575.00
	Business Card- Bank of America Credit Cards INTERVIEW & INVESTIGATION TRAINING	104-421-300-270	575.00
	Business Card- Bank of America Credit Cards INTERVIEW & INVESTIGATION TRAINING	104-421-300-270	575.00
11/8/2022	Business Card- Bank of America Credit Cards INTERVIEW & INVESTIGATION TRAINING	104-421-300-270	575.00
	Business Card- Bank of America Credit Cards INTERVIEW & INVESTIGATION TRAINING	104-421-300-270	575.00
11/8/2022	Business Card- Bank of America Credit Cards INTERVIEW & INVESTIGATION TRAINING	104-421-300-270	575.00
11/8/2022	Business Card- Bank of America Credit Cards AMMO UP BRASS	104-421-300-210	460.24
11/8/2022	Business Card- Bank of America Credit Cards FUEL	104-421-300-250	104.14
11/8/2022	Business Card- Bank of America Credit Cards INTERNET SVC COMCAST ACCT#41872	104-432-300-220	582.18
11/8/2022	Business Card- Bank of America Credit Cards COMCAST PHN SVC ACCT#0566	104-421-300-220	1,177.09
11/8/2022	Business Card- Bank of America Credit Cards INTERNET SVC COMCAST ACCT#7740	104-421-300-220	4,986.40
11/8/2022	Business Card- Bank of America Credit Cards INTERNET SVC COMCAST ACCT#77130	120-435-300-220	512.80
11/8/2022	Business Card- Bank of America Credit Cards AMAZON: COIN WRAPPERS FOR TRANSIT	145-410-300-210	11.90
	Business Card- Bank of America Credit Cards EARTHLINK	104-401-300-157	39.95
11/8/2022	Business Card- Bank of America Credit Cards SNACKS FOR AUDITORS	104-405-300-200	11.50
	Business Card- Bank of America Credit Cards REFUND ON CC HOLD INCEDENTALS	104-421-300-270	-210.00
	Business Card- Bank of America Credit Cards OIS FOR FTO MCALISTER	104-421-300-270	249.00
	Business Card- Bank of America Credit Cards FINGER PRINT POWDER/COLLECTION	104-421-300-148	151.46
	Business Card- Bank of America Credit Cards PENS AND PAPER	104-421-300-150	66.84
	Business Card- Bank of America Credit Cards UNIT DETAIL	104-421-300-260	81.50
	Business Card- Bank of America Credit Cards ACETONE WIPES	104-421-300-148	46.28
	Business Card- Bank of America Credit Cards BAGELS FOR CCW CLASS	104-421-300-150	33.74
	Business Card- Bank of America Credit Cards DRONE MOUNT	104-421-300-210	102.25
	Business Card- Bank of America Credit Cards RETURN SHIPPING GLOVES	104-432-300-152	72.79
	Business Card- Bank of America Credit Cards OUT OF SVC SIGNS	104-421-300-148	104.78
	Business Card- Bank of America Credit Cards HOTEL TRAFFIC COLLISION COURSE	104-421-300-270	674.15
	Business Card- Bank of America Credit Cards 3X5 CARDS	104-421-300-150	19.43
	Business Card- Bank of America Credit Cards HARRAHS RIMS CONF	104-421-300-270	524.82
	Business Card- Bank of America Credit Cards HOLIDAY INN NASRO CONF	104-421-300-270	971.00
	Business Card- Bank of America Credit Cards BACKGROUND SEPT 2022	104-421-300-200	150.00
	Business Card- Bank of America Credit Cards PAL INVITATIONS	104-432-300-210	14.06
	Business Card- Bank of America Credit Cards GRAND SIERRA CATO CONF	104-421-300-270	1,352.50
	Business Card- Bank of America Credit Cards SHIPPING EVIDENCE	104-432-300-152	82.13
	Business Card- Bank of America Credit Cards GRAND SIERRA SVC FEE	104-421-300-270	14.99

15.14 16.23	161.50	324.80	162.40	11.90	/4,6/	248.40	95.00	23.62	45.44	29.45	38.00	15.00	16.23	59.97	94.18	2,128.00	2,126.00	2,126.00	154.72	112.43	287.98	00.6	24.00	36.00	48.00	48.00	12.00	12.00	202.00	28.08	28,450.00	15,092.52	7,000.00	200.00	95.00	285.00	142.31	109.57	219.14	273.25	60.58	328.15
104-421-300-150 104-421-300-150	104-421-300-260	104-421-300-270	104-421-300-270	104-421-300-150	104-421-300-150	104-421-300-260	104-421-300-148	104-421-300-148	104-421-300-210	104-432-300-152	104-421-300-148	104-421-300-148	104-421-300-150	105-437-300-140	104-421-300-180	112-438-300-200	109-434-300-200	121-439-300-200	301-430-300-316	301-430-300-316	104-421-300-154	104-421-300-260	104-421-300-270	104-421-300-270	104-421-300-270	104-421-300-270	104-421-300-270	104-421-300-270	104-421-300-270	104-401-300-271	104-401-300-285	104-401-300-285	104-401-300-285	331-425-300-200	104-432-300-200	104-432-320-200	105-437-300-220	120-435-300-220	145-410-300-220	104-432-300-220	136-415-300-220	104-421-300-220
POST ITS TAPE						TINT REPAIR	SHURE SWABS	SHURE SWABS-SHIPPING	MEMORY STICKS-RECORDS	SHIPPING EVIDENCE	S 52MM FILTER	S 52MM FILTER-SHIPPING	LABEL TAPE	REPLC HOSES FOR FITLER STATION ON AIR REFLIEFS	COPIER SVC RENTAL	STREET SWEEPING OCT 2022	STREET SWEEPING OCT 2022	STREET SWEEPING OCT 2022	CITY SVC 1116 SHERMAN	CITY SVC 1630 SHERMAN	TRUNK OR TREAT	UNIT WASH	OIS FOR FIELD SUP	TACTICAL MED INST	ACTIVE SHOOTER PER DIEM MCALISTER	ACTIVE SHOOTER PER DIEM AGUIRRE	SCHOOL THREAT PER DIEM PADAMA	SCHOOL THREAT PER DIEM AGUIRRE	PER DIEM S PFARR CATO CONF	PER DIEM S PALMERIN KC COMMISISON MTG	REIMB FOR DOWNTOWN RECOVERY GRNT	REIMB FOR DOWNTOWN RECOVERY GRNT	RIEM FOR DOWNTOWN RECOVERY GRIN	CORCORAN CHRISTMAS TREE COMMITTEE	SVC HEATER AT WTP	HEATER/FURANCE SVC AT VETS HALL	ACCT55999292180711065	ACCT55999212160621185	ACCT55999212160621185	ACCT55999214080910985	ACCT20914815380301985	ACCT55999210200731195
Business Card-Bank of America Credit Cards Business Card-Bank of America Credit Cards	Business Card- Bank of America Credit Cards SHURE SWABS-SHIPPING	Business Card- Bank of America Credit Cards	Business Card- Bank of America Credit Cards	Business Card- Bank of America Credit Cards 52MM FILTER	Business Card- Bank of America Credit Cards 52MM FILTER-SHIPPING	Business Card- Bank of America Credit Cards LABEL TAPE	California Industrial Rubber	Cannon Financial Services, Inc.	Central Valley Sweeping LLC	Central Valley Sweeping LLC	Central Valley Sweeping LLC	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	City of Corcoran	Corcoran Chamber of Commerce	Corcoran Chamber of Commerce	Corcoran Chamber of Commerce	Corcoran Christmas Tree Committee	Corcoran Heating & Air	Corcoran Heating & Air	Frontier Communications												
11/8/2022 11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022

95.58	175.00	165.36	1,725.66	375.70	169.06	590.45	783.71	3,370.69	6,281.20	27,374.14	2,702.40	35.00	45.78	12,187.27	4,214.08	207.51	248.00	248.00	731.24	365.63	219.38	146.25	28,050.42	283.50	2,250.00	118.38	50.00	401.70	1,429.96	1,028.00	405.22	1,552.80	113,675.98	-14,470.95	-1,642.19	59.30	56.72	27.14	1,080.55	616.63
104-432-320-220	104-421-300-270	104-433-300-250	104-421-300-250	109-434-300-250	112-438-300-250	105-437-300-250	120-435-300-250	104-432-300-200	112-436-300-192	112-436-300-192	112-436-500-192	104-402-300-200	104-405-300-150	105-437-300-240	104-432-300-240	105-437-300-240	104-421-300-270	104-421-300-270	105-437-300-200	112-436-300-200	120-435-300-200	121-439-300-200	104-405-300-200	104-405-300-200	104-421-300-200	104-432-300-242	104-405-300-200	112-436-300-200	112-436-300-192	112-436-300-200	112-436-300-192	112-436-300-200	112-436-300-200	104-003-316-024	112-436-316-023	2 112-436-300-192	105-437-300-140	105-437-300-140	104-421-300-221	104-421-300-221
ACCT55999286801122995	REGISTRATION FAA DRONE EXAM	FUEL STATEMENT	SURFACE MOUNT/BCK DOOR-STRIKE PLATE SALLY PORT	GREEN WASTE 157,03 UNITS/TONS	MISC COMM 474.46 UNITS/TONS	BLUE CANS 67.56 UNITS/TONS	COBRA ADMIN OCT 2022	SEAT CUSHION FOR C CAMPOS	ACCT 12268278483	ACCT 13015938064	ACCT 2777783766-0	TRAFFIC COLLISION 11/13-18/22	PER DIEM ICI SEXL ASSULT 11/13-18/22	OCT 2022 ONLINE PAYMENT	SPRINGBROOK ANNUAL MAINT	ESS IMPLEMENTATION FOR TIMECARDS	GRANT WRITING DOJ 2ND PYMNT	ACCT 0546325576	OCT 2022 SVC FEE FOR 401A PLAN ADMIN	PULL FEE	DUMP FEE PRISON 1	PULL FEE PRISON 1	DUMP FEE PRISON 2	PULL FEE PRISON 2	CONTRACT	FRANCHISE FEES 12,73%	FRANCHISE FEES OCT 2022	MIS CHRGS, ADDL P/U, COMTAM FEE, OVRG RATE OCT 2022 112-436-300-192	REPLC FILTER STICKERS	REPLC FILTER STICKERS	CELL PHN SVC	DRONE EQUIPT								
Frontier Communications	Garrett Gilbert	Gary V. Burrows Inc.	Kings County Mobile Locksmith	Kings Waste & Recycling	Kings Waste & Recycling	Kings Waste & Recycling	Navia Benefit Solutions	ODP Business Solutions	PG&E	PG&E	PG&E	Samantha Franco	Shane Bewarder	Springbrook Holding Company LLC	The Criscom Company	The Gas Company	TSA Consulting Group, Inc.	Tule Trash Company	Tule Trash Company	Tule Trash Company	USA Blue Book	USA Blue Book	Verizon Wireless	Verizon Wireless																
11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022	11/8/2022

291,657.83

Warrant Total:

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Printed:

11/10/2022 - 3:40PM

Warrant Request Date:

11/10/2022

DAC Fund:

Batch:

00502.11.2022 - WRNT RGSTR 11/22/22 FY23

Line	Claimant	Amount
	A & M Consulting Engineers	3,827.50
1	American Office Solutions, LLC	240.00
2	American Office Solutions, LLC	240.00
3	Az Auto Parts	3.68
4	Bakersfield Paint & Wallpaper Inc.	6,577.11
5	Bryan Perez	25.00
6	BSK Associates	866.00
7 8	California Department of Transportation	50.48
9	CFM-SF Inc.	1,212.55
10	Chemical Waste Management Inc	2,575.52
11	Christian Espinoza	23.00
12	Corcoran Chamber of Commerce	61,466.96
13	Corcoran Hardware	3,168.07
14	Corcoran Irrigation District	137.66
15	Corcoran Publishing Company	810.00
16	Data Ticket Inc	200.00
17	Direct Distributing, Inc.	727.83
18	Doctors Occupational Testing Solutions	195.00
19	Dylan Zable	46.00
20	El Rico GSA	8,750.00
21	Felder Communications	779.50
22	Galindo Farms Discing	3,960.00
23	Grainger Inc	250.19
24	HCI Systems Inc.	3,222.00
25	Kings Industrial Occ. Med. Ctr., Inc.	95.00
26	Matt Chavez	46.00
27	Nacho's Automotive	47.95
28	Office Depot	1,118.24
29	O'Reilly	6.81
30	PACE Supply	6,502.35
31	Pedro Ortiz	23.00
32	Performance Industrial Controls	203,086.45
33	PG&E	10.73
34	Public Interest Law Firm	9,890.82
35	Pumping Solutions, Inc	1,195.88
36	Quadient Leasing USA, Inc.	1,202.62
37	Quality Pool Service	850.00
38	Radius Tire Co.	25.00
39	Revize LLC	4,250.00
40	S & R Specialty Equipment	31.91
41	Sawtelle & Rosprim Hardware, Inc.	297.34 31,124.99
42	Self Help Enterprises	
43	Sidonio Palmerin	73.50
44	The Gas Company	28.96
45	The Printer	1,612.25
46	US Bank Equipment Finance	179.77
• =		

47 48 USA Blue Book Wells Fargo Bank, N.A. 70.90 1,810.40

Page Total:

\$1,881.30

Grand Total

\$362,934.92

Page Total:

\$1,881.30

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Page 2

### Voucher Approval List

User: Printed: Batch:

spineda 11/10/2022 - 3:42PM 00502.11.2022 - WRNT RGSTR 11/22/22 FY2023



Warrant Date	Vendor	Description		
11/10/2022	A & M Consulting Engineers	4 22-05 REVIEW	Account Number	Amount
11/10/2022	A & M Consulting Engineers	FOX RUN: INSPECT 11G B1 ECTP1CA1 6/2	104-406-300-200	258.85
11/10/2022	A & M Consulting Engineers	FOX RUN: INSPECT UG ELECTRICAL 9//	104-406-300-200	240.00
11/10/2022	A & M Consulting Engineers	FOX RUN: INSPECT UG ELECTRICAL 9/9	104-406-300-200	240.00
11/10/2022	A & M Consulting Engineers	TPM 22-01 FM 531 JAMES	104-406-300-200	240.00
11/10/2022	A & M Consulting Engineers	GAS STATION HWY 43 REVIEW SP	104-406-300-200	465.00
11/10/2022	A & M Consulting Engineers	STARBUCKS/SPR	104-406-300-200	620.00
11/10/2022	A & M Consulting Engineers	FOX RUN TESTING & PREP 11/2	104-406-300-200	155.00
11/10/2022	A & IM Consulting Engineers	FOX RUN TESTING & PREP 11/3	104 406 300 200	620.00
11/10/2022	A & M Consulting Engineers	1 1/2 HYDROSTATIC PRESSURE TESTING	104-406-300-200	310.00
11/10/2022	A PARCE IN CONSUMING ENGINEERS	1 1/3 HYDROSTATIC PRESSURE TESTING	104-406-300-200	440.00
11/10/2022	A & M Consulting Engineers	PROP 68 GATEWAY PARK: CONST ENGINEERING	307-449-500-530	110.00
11/10/2022	American Office Solutions, LLC	ROUND TRIP MILEAGE FOR REG SVC OCT 2022	104-432-300-201	128.65
11/10/2022	A A A A A A A A A A A A A A A A A A A	EMAIL HOSTING FOR CITY	104-432-300-301	240,00
11/10/2022	Az Auto Parts	WINDOW HANDLE CLIPS UNIT 143	104-421-300-201	240.00
11/10/2023	Bakersheld Paint & Wallpaper Inc.	SUPPLIES FOR STREET PAINT	100 434 300 310	3,68
202027	Bryan Perez	REFUND CESAR CHAVEZ FEE 10/29/22	104 420 200 200 104 104 420 200 200 200 100 100 100 100 100 100 1	6,577.11
11/10/2022	BSK Associates	PLANT INF/EFF/LAGOON	104-432-300-200	25.00
11/10/2022	BSK Associates	QUANTI TRAY TOTAL COI IEORM & ECOTT	120-435-300-200	204.00
11/10/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	186.75
11/10/2022	BSK Associates	THMS & TOTAL HALDACETTC ACTOR	105-437-300-200	74.25
11/10/2022	California Department of Transportation	SIGNAL & LIGHTING III V 2022 SEED 2022 ACCOUNTY	105-437-300-200	401.00
11/10/2022	CFM-SF Inc.	AZTEC RON KIT FOR 19 AND AND AND AND AND AZTEC	ANC 109-434-300-160	50.48
11/10/2022	Chemical Waste Management Inc	SLUDGE REMOVAT	105-437-300-210	1.212.55
11/10/2022	Christian Espinoza	EXCAVATOR TRNG: PIPET INE SAFETY OF CASA STATES OF	105-437-300-193	2,575.52
11/10/2022	Corcoran Chamber of Commerce	REMIBURSEMENT FOR DOMARTOMA PERSONAL SAKERSE	LELI 120-435-300-270	23.00
11/10/2022	Corcoran Hardware	DEPT SUPPLIES		61,466,96
11/10/2022	Corcoran Hardware	DEPT SUPPLIES	104-412-300-210	330.57
11/10/2022	Corcoran Hardware	DEPT SUPPLIES	104-432-300-210	13.06
11/10/2022	Corcoran Hardware	DEPT SUPPLIES	104-432-300-210	180,97
11/10/2022	Corcoran Hardware	DEPT SUPPLIES	104-433-300-210	42.18
11/10/2022	Corcoran Hardware	EQUIPT REPAIR	109-434-300-210	89.21
11/10/2022	Corcoran Hardware	VEHICLE REPAIR	109-434-300-140	39.91
11/10/2022	Corcoran Hardware	DEPT SUPPLIES	109-434-300-260	9.19
1/10/2022	Corcoran Hardware	DEPT SUPPLIES	120-433-300-210	1,673.57
			105-437-300-210	627.83

148.19	13.39	137.66	160.00	00 000	5/0.00	80.00	200.00	727.83	65.00	65.00	00 30	65.00	46.00	8,750.00	51.50	34.00	00:40	490.00	42.50	51.00	34.00	05 65	05.75	00000	3,840.00	120.00	250.19	3,222.00	95.00	76 00	50.04	67.75	67.986	131.95	6.81	2,407.87	1.070.02	3,024,46	03.00	50.52	C4.080,E07	10.73	7,998.19	1,296.63	528.50	05.79	1,195.88	994.45	208 17	1007		
	105-437-300-140	104-406-300-260	105-437-300-160	104-406-300-170	104-406-300-170	104 406-300-170		04-405-500-500	[05-437-300-140	105-437-300-200	120-435-300-200	105-437-300-200		105-437-300-270	105-437-300-200	145-410-300-141	104-412-300-141	104 421 200-141	104-421-500 151	104-431-500-141	109-434-300-141	120-435-300-141	105-437-300-141	121-439-300-141	301-430-200	000 000 000	V 301-450-500-500	105-437-30040	104-421-300-200	120-435-300-200	AR 120-435-300-270	104-421-300-260	104-406-300-210	104*405-500 223	104-406-300-210	109-434-300-260	120-435-500-540		105-437-300-210	ERS 120-435-300-270	MF 105-437-500-551	301-430-300-316	304 403-300-200	104-400-000-000-000-000-000-000-000-000-	104-403-300-500	104-403-300-200	105-437-300-200	105-437-300-140	NT L 104-432-300-180	104-432-300-180		
		DEFI SOFT DESCRIPTION THERHARD	22		PUBLIC HEARING NOTICE PLAN CHECK FEE		PUBLIC HEARING NOTICE PLHA	SON DEO TAX BAORD COLLECT ONLINE ACCESS, MONTHL 104-405-300-200	SSN ILCS, 1727 TO FIX SIMP PUMP DISCHARGE LINE AT WTP 105-437-300-140	6" PVC FARIS 10 12 22 22 2 2 2 2 2 2 2 2 2 2 2 2 2 2			RANDOM DRUG SCREEN J GUERRERO	ERSON WORKSHOP IN	FLISCHLEN COME TO SEE SOMENT 2022	EL RICO 3KU QIR ASSESSATE EL	RADIO MAINT & REPAIK	RADIO MAINT & REPAIR	RADIO MAINT & REPAIR	TO MAINT & REPAIR	KADIO IMPARAT CITATION OF THE PERSON IN	RADIO MAINI & REFAM	RADIO MAINT & REPAIK	RADIO MAINT & REPAIK	RADIO MAINT & REPAIR	1630 BREWER CLEAN/REPAIR DAMAGES ON PROPERTY	1630 RREWER CKFOR WATER LEAK, CLEAN RPCL WATER V301-430-500-500	WITH STATE PRESS FILTER REGULATOR REPCL.	WIF SECOND STATES AND	ANNUAL INFSECTION	PHYSICAL EXAM DOT PEDRO ONLILE PHYSICAL EXAM DOT PEDRO ONLILE	FISCHER COMPL: SSS WDRS IN PERSON WORKSILD: 01 204-421-300-260	SMOG UNIT 143	OFFICE SUPPLIES	SEL IDEL SELECTION	OFFICE SOLLEGE TO THE STATE OF	ANTIFREEZE FOR COLLECTION BLDG VALVES	ARPA: WW FKIECI #5 ELIZEMENTS PARK HYDRANTS	HYDRANT EXTENSION FOR GALLWISS THE HYDRAINS	DISTRIBUTION SYSTEM: BRASS FALLES CONTROL DISTRIBUTION SYSTEM: BRASS FALLES CONTROL DISTRIBUTION BAKE	EXCAVATOR TRNG: PIPELINE SAFE11 FROGISCALL SON, DA VARF 105-437-500-551	WIT CONTROLS SYS & SCADA UPGRADE FROM SOME LANGES SOF 316	ACCT#8796488111-1	GEN ADMIN EXPENSES	VALUE AND A STOCK OF THE PROPERTY OF THE PROPE	COMMITTEE THEFT	POLICE DEF	PUBLIC WORKS	REPLC SHAFT PAKIS FOR BIO LICES 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	FOLDING & POSAGE MACHINE (2) CIT 1 1 MACH 180 104-432-200-180	CORCORAN PD LEASE MACHINE LEFINITY COLOR	
		Corcoran Hardware		District	UUA	Colcolain Luciana Colcolaine	Corcoran Publishing Company	Corcoran Publishing Company	Data Ticket Inc	Direct Distributing, Inc.	Solutions Testing Solutions	Doctors Occupanous Testing Solutions	Doctors Occupational Testing	Doctors Occupational Testing Solutions	Dylan Zable	El Rico GSA	Subjection	Felder Communications	Felder Communications	Felder Communications	Felder Communications	Felder Communications	Relder Communications	Stoffediament	Felder Communications	Felder Communications	Galindo Farms Discing	Galindo Farms Discing	Grainger Inc	HCI Systems Inc.	vince Industrial Occ. Med. Ctr., Inc.	Kings museum com.	Matt Chavez	Nacho's Automotive	Office Depot	Office Depot	O'Reilly	PACE Supply	DACE Supply	Vicens and Art	FACE Supply	Pedro Ordz	Performance Industrial Controls	PG&E	Public Interest Law Firm	Public Interest Law Firm	Public Interest Law Firm	Public Interest Law Firm	Demoing Solutions, Inc.	Funipung Contracting LISA Inc.	Cutament Location 11SA, Inc.	Quadient Leasure Co
		200000	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	22/20/2011	11/10/2021	11/10/2022	11/10/2022	11/10/2022	11/10/2022		11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	000000111	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	7707/01/11	11/10/2027	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	2707/01/11	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	2202/01/11	2170/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022

850.00	25.00	4,250.00	31.91	21.75	46.44	5.36	57.81	6.26	60.62	31.46	21.92	45.72	972.00	1,222.00	28,930.99	24.50	24.50	24.50	28.96	1,612.25	179.77	70.90	452.60	452.60	452.60	452.60	362,934.92
																											Warrant Total:
138-413-300-200	104-421-300-260	SU.104-401-300-157	105-437-300-140	120-435-300-140	105-437-300-210	105-437-300-210	120-435-300-210	105-437-300-140	105-437-300-210	EP 105-437-300-140	121-439-300-210	121-439-300-210	177-448-300-200	177-448-300-200	276-551-300-200	104-401-300-271	104-401-300-271	104-401-300-271	145-410-300-242	104-402-300-210	145-410-300-180	105-437-300-140	120-435-300-200	121-439-300-200	120-435-300-200	121-439-300-200	
MONTHLY SVC OCT 2022	TIRE REPAIR UNIT 282	NEW CITY WEBSITE BY REVIZE ANNUAL FEE AND TECH SU 104-401-300-157	1" REPLC HOSE FOR AIR RELIFTS ON FILTERS	INFLOW PUMP REPAIR	PROPANE FOR FORKLIFT	ADPAPTOR SET FOR 3/8" SOCKET WRENCH	GLOVES FOR WWTP	DISTRIBUTION SYSTEM: BRASS PARTS FOR REPAIRS	CHISEL SET FOR WIP	GLOVES AND STAINLESS STEEL WASHERS & NUTS FOR REP 105-437-300-140	PAINT STORM PUMPS	PAINT STORM PUMPS	GEN ADMIN	GEN ADMIN	CV2 9/1/2022 TO 9/30/22	8/24/22 KC ASSOC OF GOV	9/14/22 KC ASSOC OF GOV	9/28/22 LOCAL AGENCY FORMATION COMMISSION	ACCT#00888349024	CERTIFICATE HOLDERS	DEPT COPIER OCT AND NOV 2022	REPLC PIPE STIKCERS FOR FILTERS	TEMP WORKER: R BEAVERS				
Quality Pool Service	Radius Tire Co.	Revize LLC	S & R Specialty Equipment	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Sawtelle & Rosprim Hardware, Inc.	Self Help Enterprises	Self Help Enterprises	Self Help Enterprises	Sidonio Palmerin	Sidonio Palmerin	Sidonio Palmerin	The Gas Company	The Printer	US Bank Equipment Finance	USA Blue Book	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.	Weils Fargo Bank, N.A.	
11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	11/10/2022	

AP-Voucher Approval List (11/10/2022 - 3:42 PM)

\$1,181,320.33

### Accounts Payable Blanket Voucher Approval Document

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Warrant Request Date:

11/22/2022

DAC Fund:

Batch:

00522.11.2022 - WRNT RGSTR 11/22/22 FY23

	Claimant	Amount
Line	Cizinant	600.00
1	American Office Solutions, LLC	600.00 300.00
2	American Office Solutions, LLC	422.36
3	Auto Zone, Inc.	1,053.23
4	Az Auto Parts	141,195.35
5	Bay City Boiler & Engineering Co., Inc.	37.04
6	Best Deal Food Co Inc.	2,383.56
7	BSK Associates	92.28
8	C. A. Reding Company, Inc	59.97
9	California Industrial Rubber	455.24
10	Cannon Financial Services, Inc.	397.29
11	City of Corcoran	28,13
12	Corcoran Hardware	125.00
13	Dept of Industrial Relations	401.00
14	Dept of Justice	355.28
15	Direct Distributing, Inc.	3,695.88
16	Engie Services U.S., Inc.	4,370.91
17	EverBridge Inc.	82.60
18	FedEx	192.05
19	Frontier Communications Galindo Farms Discing	530.00
20	•	78.83
21	Hofinans Nursery Interwest Consulting Group	2,700.00
22	Jayden Mustain	150.00
23	Jones Electric	263.00
24	JT2 Inc.	464,095.52
25	Kings County Fire Department	361,702.20
26	Matson Alarm Co. Inc.	132.50
27	Med-Tech Resource LLC	181.40
28	Nacho's Automotive	99.50
29	ODP Business Solutions	224.08
30 31	PACE Supply	705.24
32	Performance Industrial Controls	1,312.80
33	PG&E	64.25
34	PG&E	522.07
35	PG&E	157,132.24
36	Proclean Supply	385.33
37	Prudential Overall Supply	667.54
38	Quality Pool Service	3,851.67
39	Radius Tire Co.	1,566.43 150.00
40	Robert Perez	1,425.00
41	Tesco Controls, Inc	793.32
42	TF Tire & Service	51.44
43	The Gas Company	17.97
44	The Gas Company	21.62
45	The Gas Company	120.54
46	The Gas Company	747.94
47	The Printer	50.00
48	Tires 4 Less	100.00
49	T-Mobile USA, Inc.	188.56
50	Tulare County Jail-Industries Engraving Program	2,197.48
51	Univar USA Inc	10,020.00
52	Vanir Construction Management, Inc.	1,445.33
53	Verizon Wireless	3,776.25
54	W3i Engineering	1,629.36
55	Wells Fargo Bank, N.A.	5,973.75
56	Wood Rogers, Inc.	Grand Total:

# Voucher Approval List

User: spineda
Printed: 11/22/2022 Batch: 00522.11.202

spineda 11/22/2022 - 3:52PM 00522.11.2022 - WRNT RGSTR 11/22/22 FY2023



Warrant Date	Vendor	Description	Ac	Account Number	Amount
11/22/2022	American Office Solutions, LLC	ROUND TRIP MILEAG	ROUND TRIP MILEAGE FOR REG SVC TICKET#T20220118.0021104-432-300-201	18.0021104-432-300-201	300.00
11/22/2022	American Office Solutions, LLC	MEASURE A: CAMERA	MEASURE A: CAMERAS JOHN MAROOT PARK SEPT 2022 MIL 138-413-300-200	22 MIL. 138-413-300-200	00.009
11/22/2022	Auto Zone, Inc.	FACE MASKS FOR SHOP USE	OP USE	104-433-300-210	9.73
11/22/2022	Auto Zone, Inc.	FACE MASKS FOR SHOP USE	OP USE	104-433-300-210	9.73
11/22/2022	Auto Zone, Inc.	AC COMPRESSOR UNIT 167	П 167	145-410-300-260	264.66
11/22/2022	Auto Zone, Inc.	WARRANTY: AC COMPRESSOR UNIT 167	PRESSOR UNIT 167	145-410-300-260	-264.66
11/22/2022	Auto Zone, Inc.	FUSES FRO SHOP USE		104-433-300-210	60.9
11/22/2022	Auto Zone, Inc.	OIL FILTER FOR UNIT 284	284	105-437-300-260	6:59
11/22/2022	Auto Zone, Inc.	DIESEL FLUID UNIT 167	57	145-410-300-260	178.45
11/22/2022	Auto Zone, Inc.	DIESEL FLUID UNIT 285	85	105-437-300-260	36.35
11/22/2022	Auto Zone, Inc.	BU S167 DURALAST STARTER	TARTER	145-410-300-260	190.67
11/22/2022	Auto Zone, Inc.	CREDIT OIL FILTER FOR UNIT 284	OR UNIT 284	105-437-300-260	-15.25
11/22/2022	Az Auto Parts	CLEANING SUPPLIES		105-437-300-210	13.10
11/22/2022	Az Auto Parts	3 TON JACK AND BALL JOINT SEPERATOR	L JOINT SEPERATOR	120-435-300-210	381.00
11/22/2022	Az Auto Parts	A FRAME JACK UNIT 68	89	109-434-300-140	83.81
11/22/2022	Az Auto Parts	WTP SUPPLIES FOR STOCK	TOCK	105-437-300-210	29.40
11/22/2022	Az Auto Parts	WTP SUPPLIES FOR STOCK	TOCK	105-437-300-210	5.10
11/22/2022	Az Auto Parts	WIPER BLADES UNIT 143	143	104-421-300-260	10.98
11/22/2022	Az Auto Parts	WIPER BLADES UNIT 247	247	104-421-300-260	24.12
11/22/2022	Az Auto Parts	AIR BRAKE PAD FOR UNIT 169	UNIT 169	145-410-300-260	92.35
11/22/2022	Az Auto Parts	WIPER BLADES UNIT 102	102	109-434-300-260	15.11
11/22/2022	Az Auto Parts	REAR BRAKE SHOES UNIT 169	UNIT 169	145-410-300-260	271.84
11/22/2022	Az Auto Parts	BRAKE CORE RETURNS UNIT 169	NS UNIT 169	145-410-300-260	-69.28
11/22/2022	Az Auto Parts	BATTERY FOR UNIT 194	194	109-434-300-140	183.39
11/22/2022	Az Auto Parts	FINANCE CHARGE OC 12022	2 T2022	105-437-300-210	1.00
11/22/2022	Az Auto Parts	FINANCE CHARGE SEPT 2022	PT 2022	105-437-300-210	2.26
11/22/2022	Az Auto Parts	FINANCE CHARGE SEPT 2022	PT 2022	120-435-300-210	9.05
11/22/2022	Bay City Boiler & Engineering Co.	, Inc.	APRA PROJECT #2 WWTP BOILER UPGRADE & BACK UP REC 120-435-500-540	JP REC 120-435-500-540	141,195.35
11/22/2022	Best Deal Food Co Inc.	AC/KENNELS		104-421-300-203	21.63
11/22/2022	Best Deal Food Co Inc.	BLEACH		104-421-300-148	15.41
11/22/2022	BSK Associates	PROP 68 GRANT GAT	PROP 68 GRANT GATEWAY PRK INSPEC & TESTING OCT 202;307-449-500-530	CT 202;307-449-500-530	1,810.56
11/22/2022	BSK Associates	QUANTI TRAY TOTA	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
11/22/2022	BSK Associates	QUANTI TRAY ARSENIC /NITRATE	NIC /NITRATE	105-437-300-200	74.25
11/22/2022	BSK Associates	PLANT INF/EFF/LAGOON	NOV	120-435-300-200	312.00

11/22/2022	C. A. Reding Company, Inc	COPIER LEASE WTP	105-437-300-180	92.28
11/22/2022	California Industrial Rubber	1 1/2" CLEAR HOSE FOR FILTER AIR HOSE REPLACEMENT	105-437-300-140	59.97
11/22/2022	Cannon Financial Services, Inc.	CONTRACT CHARGE NOV 2022	104-432-300-180	455.24
11/22/2022	City of Corcoran	OVERPAYMENT TAXES/FED PAYBACK J GALVAN	104-412-300-200	367.29
11/22/2022	City of Corcoran	NOTARY BOND & OATH TINA GOMEZ REIMB.	104-402-300-210	30.00
11/22/2022	Corcoran Hardware	8 PK ALK BATTERY	104-406-300-260	28.13
11/22/2022	Dept of Industrial Relations	CONVEYANCE #149405	104-432-300-160	125.00
11/22/2022	Dept of Justice	LIVE SCAN FEE OCT 2022	104-421-300-148	401.00
11/22/2022	Direct Distributing, Inc.	PVC PARTS FOR SOTCK : DISTRIBUTION REPAIRS	105-437-300-210	355.28
11/22/2022	Engie Services U.S., Inc.	CHARGING STATIONS	104-421-500-540	3,695.88
11/22/2022	EverBridge Inc.	NIXLE ENGAGE ANNUAL 22-23	315-421-300-200	4,370.91
11/22/2022	FedEx	SHIPPING TESCO CONTROLLERS REPAIRS X3 WWTP	120-435-300-200	82.60
11/22/2022	Frontier Communications	ACCT 55999227750604085	104-432-300-220	192.05
11/22/2022	Galindo Farms Discing	H&R BLOCK: PLYWOOD, SCREWS, SERVICE FRONT AND BA(301-430-300-200	301-430-300-200	530.00
11/22/2022	Hofmans Nursery	FLOWERS FOR CESAR CHAVEZ PARK	104-412-300-210	78.83
11/22/2022	Interwest Consulting Group	NEW STORE BLDG FOR HITECH DEV., MEDICAL OFFICE BLD(104-406-300-200	104-406-300-200	2,700.00
11/22/2022	Jayden Mustain	BOOTS REIMB FY2023	109-434-200-125	150.00
11/22/2022	Jones Electric	INSTALL OUTLETS AT COUNCIL CHAMBERS	104-432-300-200	263.00
11/22/2022	JT2 Inc.	PROP 68 GRANT CONSTRUCTION OF GATEWAY PARK	307-449-500-530	401,965.32
11/22/2022	JT2 Inc.	SB1 ROAD MAINT	110-434-300-200	60,130.20
11/22/2022	JT2 Inc.	VETS MEMORIAL GATEWAY PARK	198-475-500-530	2,000.00
11/22/2022	Kings County Fire Department	1 QTR JULY TO SEPT 2022	138-427-300-206	180,851.10
11/22/2022	Kings County Fire Department	2 Q OCT TO DEC 2022	138-427-300-206	180,851.10
11/22/2022	Matson Alarm Co. Inc.	RAO ALARM SYSTEM: MONITORING AND SVC DEC 2022	136-415-300-200	132.50
11/22/2022	Med-Tech Resource LLC	CPR MASK	104-421-300-148	181.40
11/22/2022	Nacho's Automotive	SMOG UNIT 193	104-432-300-260	49.75
11/22/2022	Nacho's Automotive	SMOG UNIT 152	109-434-300-260	49.75
11/22/2022	ODP Business Solutions	FILE FOLDERS	104-405-300-150	13.48
11/22/2022	ODP Business Solutions	OFFICE SUPPLIES	104-431-300-210	36.38
11/22/2022	ODP Business Solutions	2022 FALL CLEAN UP VOUCHER PAPER	112-438-300-200	52.18
11/22/2022	ODP Business Solutions	OFFICE SUPPLIES	120-435-300-210	111.24
11/22/2022	ODP Business Solutions	OFFICE SUPPLIES	120-435-300-210	10.80
11/22/2022	PACE Supply	8" FERNCO COUPLINGS FOR GATEWAY PARK	105-437-300-210	100.89
11/22/2022	PACE Supply	8" CHECK VALVE ASSY FOR SUMP PUMP REPCLED	105-437-300-140	504.59
11/22/2022	PACE Supply	2" AIR VENTS FOR WELL SITES	105-437-300-140	92.66
11/22/2022	Performance Industrial Controls	WTP PROGRAM LOGIC CONTROLS SERVICING	105-437-300-200	1,312.80
11/22/2022	PG&E	ACCT#99497000756-9	111-601-300-240	-69.07
11/22/2022	PG&E	ACCT#99497000756-9	145-410-300-240	946.77
11/22/2022	PG&E	ACCT#99497000756-9	138-413-300-200	4,082.00
11/22/2022	PG&E	ACCT#99497000756-9	104-412-300-240	918.33
11/22/2022	PG&E	ACCT#99497000756-9	104-432-300-240	8,463.75
11/22/2022	PG&E	ACCT#99497000756-9	104-432-320-240	1,287.08
11/22/2022	PG&E	ACCT#99497000756-9	109-434-300-240	-72.10
11/22/2022	PG&E	ACCT#99497000756-9	120-435-300-240	7,882.01

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1,133.23	64.25	52.50	385.33	71.51	52.86	230.69	61.13	33.64	45.88	24.00	71.51	76.32	651.67	3,200.00	657.04	909.39	150.00	1,425.00	793.32	51.44	21.62	17.97	120.54	56.01	56.01	176.47	459.45	50.00	100.00	188.56	2,197.48	10,020.00	418.11	208.41	38.01	228.06	38.27	3.02	57.64	38.01	0.61	1.18
121-439-300-240	301-430-300-316	301-430-300-310	104-432-300-210	145-410-303-200	136-415-300-200	104-432-300-200	104-432-300-200	104-432-320-200	104-433-300-200	104-433-300-200	120-435-300-200	105-437-300-200	138-413-300-200	138-413-300-200	105-437-300-140	105-437-200-140	105-437-200-125	120-435-300-210	105-437-300-260	104-432-300-242	104-432-300-242	104-432-320-242	104-432-300-242	104-421-300-155	104-421-300-155	104-421-300-155	104-421-300-155	104-421-300-260	104-421-300-210	104-421-300-299	138-415-300-200	307-449-500-530	104-421-300-221	145-410-300-220	145-410-300-220	145-410-300-220	145-410-300-220	105-457-300-220	105-437-300-210	105-437-300-220	104-433-300-200	104-431-300-200
ACCT#99497000756-9	ACC1#994970007.50=9	ACC1#10361/3633-0	ACCI#333/2301/3-3 BUILDING SURPLES	ENTER ANCE BLIGS/SHOP TOWE! S/DITST MOP	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	RAC POOL CHEMICALS	RAC POOL 3 DIVING BOARDS	2 NEW TIRES FOR UNIT 286	2 NEW TIRES FOR UNIT 274 CAT BACKHOE	BOOTS REIMB FY 2023	TESCO ELECTRONICS REPAIR FOR LIFT STATIONS	4 TIRES FOR UNIT 284	ACCT#00891595001	ACCT#20001594009	ACCT#06981596833	ACCT#15829731015	BUSINESS CARDS: BEWARDER	BUSINESS CARDS: SALAS	PARK CITE ENVELOPES	RECIEPT BOOKS	MOUNT/DISMOUNT 2 TIRES ON UNIT 247	GPS LOCATE	gre JR POLICE STICKERS	RAC POOL SODIUM HYPOCLORITE CHEMICALS	PROP68 PARK GRANT: CONST MNGT SVC OCT 2022	DATA OCT 2022	CELL PHN SVC	WIRLESS AIR CARDS	BUS AIR CARDS X6	CAMERA 1	ON CALL CELL PHN SVC	UPGRADED TABLET	WIRELESS AIR CARDS	CELL PHN SVC RICK ADAMS	CELL PHN SVC J FAULKNER							
PG&E	FG62	PG&E	PG&E	Flocical Supply	Pridential Overall Supply	Prudential Overall Supply	Quality Pool Service	Quality Pool Service	Radius Tire Co.	Radius Tire Co.	Robert Perez	Tesco Controls, Inc	TF Tire & Service	The Gas Company	The Gas Company	The Gas Company	The Gas Company	The Printer	The Printer	The Printer	The Printer	Tires 4 Less	T-Mobile USA, Inc.	Tulare County Jail-Industries Engraving Pro	Univar USA Inc	Vanir Construction Management, Inc.	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless						
11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022

38.01	38.01	102.38	76.02	38.01	44.12	25.39	51.60	0.47	3,776.25	452.60	452.60	362.08	362.08	2,977.50	2,996.25	1,181,320.33
																Warrant Total:
104-431-300-200	104-412-300-220	104-406-300-220	104-406-300-220	104-431-300-200	104-405-300-200	104-402-300-200	104-402-300-200	120-435-300-220	120-435-500-530	120-435-300-200	121-439-300-200	120-435-300-200	121-439-300-200	O & WELL D 105-437-500-519	105-437-500-512	
WIRELESS AIR CARDS PW	CAMERA 2 GATEWAY PARK	CELL PHONES COM DEV	AIR CARDS X2 COM DEV	PW MOBILE MIFI HOTSPOT	CELL PHN SVC L MUSTAIN	CELL PHN SVC M SPAIN	CELL PHN SVC G GATSKA	DUTY MAN CELL PHNE	WEST LAGOON EXPANSION PROJECT	TEMP WORKER R BEAVERS	TEMP WORKER R BEAVERS	TEMP WORKER R BEAVERS	TEMP WORKER R BEAVERS	STATE ALLOCATION WELL SF GRANT HYDROGEO & WELL D 105-437-500-519	CORCORAN WELL 8C	
Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Vertex Wireless	WA: Fumbering	Wolfe Energy Boals N A	Wells Farm Bank, 14.5.	Wells Fargo Bank, 19.5.	WCLS Party Dank 11:	Wens Faigo Della, 19.55.	Wood Rogers, Inc.	Wood koo base
11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/72/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022	11/22/2022

AP-Voucher Approval List (11/22/2022 - 3:52 PM)

### Blanket Voucher Approval Document

User:

spineda

Printed:

12/06/2022 - 11:01AM

Warrant Request Date:

11/18/2022

DAC Fund:

Batch:

00524.11.2022 - Wrnt Rgstr 12/13/22

Line 1 Claimant

PG&E

Amount

19,067.68

Page Total:

\$19,067.68

Grand Total:

\$19,067.68

Page Total:

\$19,067.68

### Voucher Approval List

spineda Printed: User:

12/06/2022 - 11:02AM 00524.11.2022 - Wmt Rgstr 12/13/22 FY23/22 PG&E CK91621

Description

Vendor

Warrant Date 11/18/2022 11/18/2022

Batch:

PG&E PG&E

Account Number

ACC1#0146768431-0 SEWER LIFT STATION OMAHA & 61/2 AV 120-435-300-240 ACCT#0146768431-0 OMAHA & 6 1/2 SEWER LIFT STATION 120-435-300-240

2,558.50 Warrant Total:

16,509.18

Amount

19,067.68



### Blanket Voucher Approval Document

User:

spineda

Printed:

12/06/2022 - 9:52AM

Warrant Request Date:

12/6/2022

DAC Fund:

Batch:

00522.12.2022 - Wrnt Rgstr 12/13/22 FY22

Line

Claimant

1

Cal West Rain

OUTY ON

Amount

9,339.50

Page Total

\$9,339.50

Grand Total:

\$9,339.50

Page Total:

\$9,339.50

# Voucher Approval List

User: Printed: Batch:

spineda 12/06/2022 - 9:54AM

00522.12.2022 - Wmt Rgstr 12/13/22 FY22

Warrant Date

12/6/2022

Cal West Rain Vendor

WELL 11 REPAIRS Description

105-437-300-140 Account Number

Amount

Warrant Total:

9,339.50

9,339.50

AP-Voucher Approval List (12/06/2022 - 9:54 AM)

### Accounts Payable Blanket Voucher Approval Document

User:

spineda

Printed:

12/05/2022 - 4:34PM

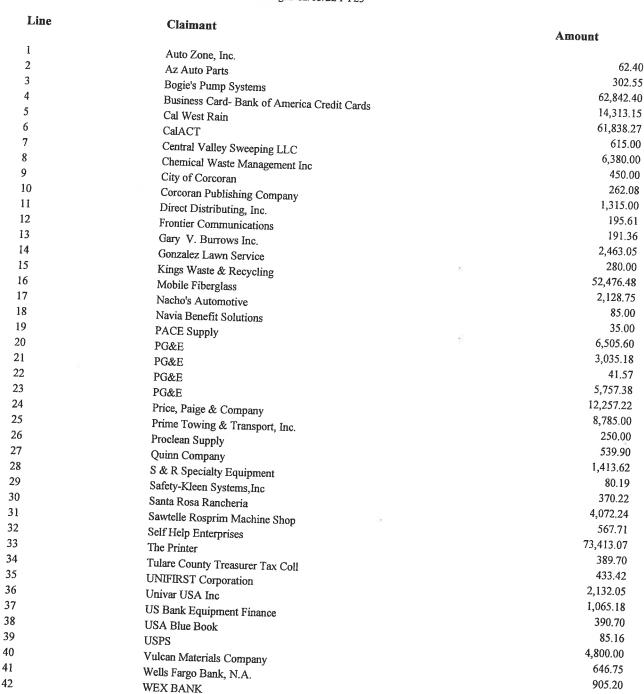
Warrant Request Date:

12/5/2022

DAC Fund:

Batch:

00501.12.2022 - Wrnt Rgstr 12/13/22 FY23



Page Total:

17,063.32

\$0.00

Grand Total:

\$351,236.48



### Accounts Payable Check Detail

AUTOZONE - Auto Zone, Inc. Line Item Account Line Item Date 2878107982 12/05/2022

Inv 2878107982 Total

Line Item Date 2878108053 12/05/2022 12/05/2022 Inv

AUTOZONE - Auto Zone, Inc. Total: Inv 2878108053 Total

AZAUTO - Az Auto Parts Line Item Account Inv 185568 Line Item Date

12/05/2022

Inv 185568 Total 185658 Inv

Line Item Date 12/05/2022

Inv 185658 Total 185720 Inv

Line Item Date 12/05/2022 Inv 185720 Total

Line Item Date 12/05/2022 185966 lnv

Inv 185966 Total

Line Item Date 12/05/2022 185967 Inv

Inv 185967 Total

FILTERS FOR SVC UNIT 261 Line Item Description

NEW BATTERY FOR UNIT 151 WARRANTY: BATTERY FOR UNIT 151 Line Item Description

Line Item Description RETURN BATTERY CORE

Line Item Description AIR GAUGE FOR SHOP USE

Line Item Description

FOR PBW WASH RACK

Line Item Description
OIL FILTER FOR SVC UNIT 238

BATTERY FOR UNIT I FIRE ENGINE Line Item Description

Line Item Account 104-406-300-260

62,40

62.40

159.38 Line Item Account

-159.38 62.40 109-434-300-260 109-434-300-260

0.00

Line Item Account 104-412-300-140

-3.25

-3,25

Line Item Account 104-433-300-210

87.65

87.65

104-433-300-210 Line Item Account

18.53

18.53

145-410-300-260 Line Item Account

18,47

18.47

Line Item Account

181,15 104-431-300-262

181.15 302.55

AZAUTO - Az Auto Parts Total:

6	
9	
00	
6	

		51,292,93	51,292,93	11,549,47	11,549,47			19,53	31.38	29.57	84,42	118.10	157.34	157,34	844.22	190.48	104.35	55.18	14,34	598.00	366.82	36.78	391.47	5,081,89		848,27	47.69 12.99 9.74	F
	 	<u>Line Hem Account</u> 120-435-500-540		Line Item Account 120-435-500-540			Line Item Account 104-431-300-210	138-413-300-210	104-431-300-210	104-412-300-260	104-432-300-210	120-435-300-210	120-435-300-270	104-412-300-270	104-431-300-210	145-410-300-145	104-431-300-210	104-412-300-260	120-435 200 220	145-410-300-145	104-412-300-260	104-432-320-210	140-146-166		Line Item Account	105-437-300-270 104-431-300-260	104-431-300-200 104-431-300-260	
	Line Item Description ARPA: PROJECT 5 INFLUENT PLIMES PROJECT 5	STATE OF THE STATE	Line Item Description REPLCE PLANDS AT 6 10 000000000000000000000000000000000	1/2 SEWER STATION	s Line Item Account	Line Item Description	MEASURE A: DOWNTOWN CHRISTMAS LIGHTS  AMAZON : PW DI DO DI D	AMAZON COFFEE SUPPLY	AMAZON: LIGHTS FOR UNIT 194	AMAZON: SHOP BATTURGON: SHOP BATTURGON:	SONESTA: HOTEL STAY TRNG CAMABILL CO.	SONESTA; HOTEL STAY TRNG CAMARILLO ON 11/15/22 M CHAVEZ	AMAZON: SWEATERS FOR PAGE	AMAZON: OUTSIDE LIGHTS ON PW RI DO	AMAZON, SULLE STOUNTAIN PUSHBAR FOR DEPOT	AMAZON - 11GHTS FOR EMPLOYEES	AMAZON PARKS SUPPLY DISTANCES	FISCHER COMPL. SSMP WDRS WORKSHOP OF	AMAZON: REPLC LIGHTS AT DEPOT	AMAZON: LIGHTS FOR UNIT 194 MULE	ELECTRONIC MOTOR FOR FIRE ALARM AT VETS HALL	MATTERIES FOR LIGHTED CROSSWALK WHITELY		Line Item Description	HOTEL: AFC22 ON 10:24-10:26:22	AND SECOND SECON	SUFFLIES FOR UNIT 270	
BOPUMPSY - Bogie's Pump Systems Line Item Account	<u>Line Item Date</u> 12/05/2022	lnv 16974 Total Inv 16978	<u>Line Item Date</u> 12/05/2022	lnv 16978 Total BOPUMPSY - Bogie's Pump Systems Total:	BUSINCAR - Business Card- Bank of America Credit Cards Line Item Account Inv CV-CC	12/05/2022 17/05/2022 17/05/2022	12/05/2022 12/05/2022 12/05/2022	12/05/2022	12/05/2022 12/05/2022	12/05/2022	12/05/2022	12/05/2022	12/05/2022	12/05/2022	12/05/2022 12/05/2022	12/(15/2022	12/05/2022	12/05/2022	12/05/2022	12/05/2022	7702/2077	Inv CV-CC Total	Inv JF-CC ·	<u>Line Item Date</u> 12/05/2022	12/05/2022	12/05/2022 12/05/2022	Inv JF-CC Total	

-520,00 -39,17 -480,83	21.64 19.89 75.00 64.38 77.81 -10.39 21.64 25.97 29.17 56.28	990.38	291.09 2,476.40 586.56 256.13 3,610.18	39.95 125.00 164.95
Line Hern Account 145-410-300-270 104-406-300-210	Line Item Account 104-406-300-210 104-402-300-210 104-402-300-210 104-402-300-210 104-402-300-210 104-402-300-210 104-402-300-210	<u>Line Item Account</u> 104-421-300-150	Line Item Account 104-432-300-220 104-421-300-220 120-435-300-220	Line Item Account 104-401-300-157 104-405-300-200
Line Item Description CALACT CONF REFUND BATTERY CHARGER FOR CAMERA	Line Item Description SUPPLIES/COM DEV SUPPLIES TRAINING SUPPLIES SUPPLIES/CITY COUNCIL SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	Line Item Description AMAZON/OFFICE SUPPLIES	Line Item Description COMCAST ACCT41872 COMCAST ACCT7440 COMCAST ACCT0566 COMCAST ACCT177130	<u>Line Item Description</u> EARTHLINK CSMFO MEMBERSHIP
Inv KT-CC <u>Line Item Date</u> 12/05/2022 12/05/2022	Inv KT-CC Total  Inv MS-CC  Line Item Date 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022	Inv MS-CC Total Inv RS-CC Line Item Date 12/05/2022	Inv RS-CC Total  Inv SP-CC  12/05/2022 12/05/2022 12/05/2022 12/05/2022	Inv SP-CC Total  Inv SRN-CC  Line Item Date  12/05/2022  12/05/2022  12/05/2022  12/05/2022

				188 57 674 44	7.52	37.78	17.75	181.40	860.72	121.50	948.00	32.18	78.90	65.36	929.31	96.00	280.00	24.01	40.1/	88.21	-0.01	55.47	15,99	76.40	-1,352,50	17.01	155.38	130.00	3,646.50	14,313.15			61,838.27	61,838.27	61,838,27			00 317	013,00	615.00	615,00
		Line Item Account	104-421-300-270	104-421-300-270	104-421-300-150	104-421-300-150	104-421-300-210	104-421-300-270	104-421-300-150 104-421-300-20	104-401-300-186	104-421-300-141	104-421-300-150	104-421-300-148	104-421-300-210	104-421-300-150	104-421-300-270	104-421-300-150	104.421-300-148	104-421-300-150	104-421-300-150	104-421 200 150	104-421-300-770	104-421-300-150	104-421-300-270	104-421-300-148	104-421-300-148	104-421-300-200					Line Item Account	105-437-300-140				Line Item Account	145-410-300-170			
	Line Item Description	HOTEL CATO CONF 1 NIGHT HOLD HOTEL CATO CONF	CALCUALTOR PAPER	KITCHEN SPONGES	CPR MASKS	HOTEL BEWARDER TRAINING	PAPER PLATES	UNIT DETAILS	CHALLENGE COINS RAPIO ANTERIO	COERR CIRC	ACETONE WIPES ENTRY OF	FLETC TRAINING RT	COFFEE	SIG SAUER AMORER COLIRES	BANDAIDS	FINGER PRINT POWDER	KLENEX		GRAND SIERRA RESORT CATO CONF	CLOROX WIPES	CATU CONF PFARR	GRAND STERBA	CAMERA I FINSE FUNCTION CONF	COVERALL SHOE CONTROL	BACKGROUND CHECKS, EVIDENCE		- · · E	ds I otal;			Line Item Description WELL 11 REPAIDS	CVIIV				Line Item Description	CALACT MEMBERSHIP VALERIE BEGA 2023				
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Line Item Account 112-438-300-200 2,126,00 121-439-300-200 2,126,00 109-434-300-200 6,380,00 6,380,00	<u>Line Item Account</u> 450,00 105-437-300-193 450.00 450.00	Line Item Account 301-430-300-316 301-430-300-316 262.08	<u>Line Item Account</u> 112-438-300-200 112-438-300-156 145-410-300-156 1,315.00 1,315.00	<u>Line Item Account</u> 195.61 105-437-300-140 195.61	<u>Line Item Account</u> 120-435-300-220 191,36 191,36
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CENTVASW - Central Valley Sweeping LLC Line Item Account lnv 2022-010720 Line Item Date 12/05/2022 12/05/2022 12/05/2022	Inv 2022-010720 Total CENTYASW - Central Valley Sweeping LLC Total: CHEMWAMA - Chemical Waste Management Inc Line Item Account Inv 00170902246-9 Inv Line Item Date 12/05/2022	Inv 00170902246-9 Total CHEMWAMA - Chemical Waste Management Inc Total: CITYOFCO - City of Corcoran Line Item Account Inv Line Item Date 12/05/2022 12/05/2022	lnv Total CITYOFCO - City of Corcoran Total: CORCPUCO - Corcoran Publishing Company Line Item Account lnv 19031 Line Item Date 12/05/2022 12/05/2022	Inv 19031 Total  CORCPUCO - Corcoran Publishing Company Total:  DIRDISTI - Direct Distributing, Inc. Line Item Account Inv 372390  Line Item Date 12.05/2022	Inv 372390 Total:  DIRDISTI - Direct Distributing, Inc. Total: FRONTCOM - Frontier Communications Line Item Account Inv Line Item Date 12/05/2022

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Inv Total GARYBURR - Gary V. Burrows Inc. Total:	CELSIATEMENT	104-421-300-250 105-437-300-250 109-434-300-250	288.87 1,122.79 460.97
GONLAWSV - Gonzalez Lawn Service Line Item Account lov 2247 Line Item Date			410,44 2,463,05 2,463,05
Inv 2247 Total GONLAWSV - Gonzalez Lawn Service Total:	<u>Line Irem Description</u> PROP MAINT: 1116 SHERMAN SEP AND OCT 2022	<u>Line Item Account</u> 301-430-200	
KWRA - Kings Waste & Recycling Line Item Account			280.00
<u>Line Item Da<sub>lte</sub></u> 12/05/2022 12/05/2022	Line Item Description	×	280,00
12/05/2022 12/05/2022	BLUE CANS 67.56 UNITS/TONS CLEAN UP 134.55 UNITS/TONS	Line Item Account 112-436-300-192	
Inv Total KWRA - Kings Waste & Recycling Total:	474.46 UNITS/TONS	112-436-300-192 112-436-300-192 112-436-300-192	6,722.80 3,127.60 8,593.20 34.032.00
MOBILFIB - Mobile Fiberglass Line Item Account			
<u>Line Item Date</u> 12/05/2022	Line Item Description		52,476,48
lnv 2022 i 122 Total MOBIL FIB - Mobile Fiberglass Total:	MEASURE A RAC POOL SLIDE	<u>Line Item Account</u> 138-413-300-200	
NACHOAUT - Nacho's Automotive Line Item Account Inv 03645 Line Item Date			2,128.75 2,128.75
12/03/2022 Inv 03645 Total NACHOAUT - Nacho's Automotive Total:	Line Hem Description SMOKE TEST UNIT 145	<u>Line Item Account</u> 109-434-300-260	
ASINAVIA - Navia Benefit Solutions Line Item Account Inv 10537910 Line Item Date 1205/2022	line Items C		85.00 85.00
Inv 10537910 Total ASINAVIA - Navia Benefit Solutions Total:	COBRA ADMIN NOV 2022	<u>Line Item Account</u> 104-402-300-200	35,00
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PACSUPPL - PACE Supply Line Item Account Inv 1976026095 Inv Line Item Date 12/05/2022	Inv 1976026095 Total 197791781-4 <u>Line Item Date</u> 12/05/2022	lnv 197791781-4 Total 197940719-2 Line Item Date 12/05/2022	Inv 197940719-2 Total 197969258-4 Line Hem Date 12/05/2022	Inv 197969258-4 Total 198161897 <u>Line Hem Date</u> 12/05/2022	Inv 198161897 Total 198168125 <u>Line Item Date</u> 12/05/2022	Inv 198168125 Total 198180377 <u>Line Item Date</u> 12/05/2022	Inv 198180377 Total Inv 198199631 Line Hem Date 12/05/2022
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Line Hem Account 111-603-300-240 111-604-300-240 111-602-300-200 104-412-300-240 111-605-300-200 109-434-300-240	<u>Line Item Account</u> 104-432-300-240	<u>Line Item Account</u> 105-437-300-240	<u>Line Item Account</u> 105-437-300-240	Line Hem Account 104-405-300-200 104-405-300-200
Line Item Description ACCT#5304135173-4 ACCT#5304135173-4 ACCT#5304135173-4 ACCT#5304135173-4 ACCT#5304135173-4 ACCT#5304135173-4	Line Item Description ACC1#13015938064	Line Item Description ACCT#27777837660	Line Item Description ACCT#12268278483	Line Item Description STATE CONTROLLERS CONSULTANT WORK 22 AND 23 GASB 68

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PRICEPAI - Price, Paige & Company Line Item Account Inv 22779

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Line Item Account 104-421-300-210	Line Item Account 104-432-300-210	Line Item Account 105-437-300-210	Line Item Account 105-437-300-200	<u>Line Item Account</u> 104-433-300-200	<u>Line Item Account</u> 110.434-300-200	105-437-300-210
Line Hem Description TOWING C2201959 8KSU099	Line Item <u>Description</u> WAX AND SEAL FOR WTP, WWPT, PW TRAINING ROOM.	Line Item Description 1" BACKHOE BRACKET FOR EXCAVATORS	Line Item Description SHIPPED PROMINENT PUMP BACK TO D&H SYSTEMS	Line Item Description SVC PARTS FOR WASHERS	Line Item Description SB1 INFASTRUCTURE PROJECT AT GATEWAY PARK	Line from Description 1/4" STEEL PLATES FOR GATEWAY VALVES
PRIMTOWI - Prime Towing & Transport, Inc. Line Item Account lnv 22-63399 Line Item Dale 12/05/2022	Inv 22-63399 Total PRIMTOWI - Prime Towing & Transport, Inc. Total: PROCLEAN - Proclean Supply Line Item Account Inv 576371 Inv Line Item Date 12/05/2022	Inv 576371 Total  PROCLEAN - Proclean Supply Total:  QUINCOMP - Quinn Company Line Item Account Inv G4150901  Line Item Date 12/05/2022	Inv G4150901 Total QUINCOMP - Quinn Company Total: SRSPEC - S & R Specialty Equipment Line Item Account 289855 Inv Line Item Date 12/05/2022	Inv 289855 Total  SRSPEC - S & R Specialty Equipment Total:  SAFESYST - Safety-Kleen Systems, Inc Line Item Account  Inv 90140235  Inv 1 Line Item Date 12/05/2022	Inv 90140235 Total  SAFESYST - Safety-Kleen Systems, Inc Total:  SANROSRA - Santa Rosa Rancherta Line Item Account Inv 10501 Line Item Date 12/05/2022	Inv 10501 Total  SANROSRA - Santa Rosa Rancheria Total:  SAWTROMA - Sawtelle Rosprim Machine Shop Line Item Account Inv 10777 Inv Line Item Date 12/05/2022 Inv 10777 Total

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Place to	Line from Description COVERS FOR VALVES AT GATEWAY PARK		Line Item Description SHEET FOR DOOR AT WWTP	fron bown 70.	CDBG CV1 UTIL ASST CITY OF CORCORAN OCT 2022	Line Item Description		unt	Line Item Description	PROP TAX E 1/2 & POR SW 1/4 SEC 6:22/23		Line Item Description UNIFORMS COSTS X5		Line Item Description UNIFORMS COSTS X80%	OMFORMS COSTS X20%	Line Item Description UNIFORMS COSTS x2000	UNIFORMS COSTS X80%
<u>Line Item Date</u> 12/05/2022	Inv 10927 Total	Inv 10928 <u>Line Iten Date</u>	Inv 10928 Total SAWTROMA - Sawtelle Rosprim Machine Shon Total	SEHEENHO - Self Help Enterprises Line Item Account  Line Item Date 12/05/2022	Inv 15 Total SEHEENHO - Self Help Enterprises Total:	THEPRINT - The Printer Line Item Account Inv 47817 <u>Line Item Date</u> 12/05/2022	Inv 47817 Total THEPRINT - The Printer Total:	TULARCOT - Tulare County Treasurer Tax Coll Line Item Account	<u>Line Item Date</u> 12/05/2022	Inv Total TULARCOT - Tulare County Treasurer Tax Coll Total:	UNIFIRST - UNIFIRST Corporation Line Item Account Inv 1468489	Line Ilem Date 12/05/2022 Inv 1468/80 7	Inv 1598457	<u>Line liem Date</u> 12/05/2022 12/05/2022	Inv 1598457 Total Inv 1598459	<u>Line Item Date</u> 12/05/2022 12/05/2022	Inv 1598459 Total

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76.60 35.85 74.20 186.65	61.15 77 <sub>2</sub> 10 138.25	37.00 36.92 9.23 50.15 46.15	63.95 192.00 51.16 12.79 319.90	236.60	137,30	107.35	121.00
Line Item Account 109-434-200-125 104-432-200-125 104-412-200-125	Line Item Account 104-432-200-125 104-412-200-125	Line Item Account 105-437-200-125 120-435-200-125 121-439-200-125 109-433-200-125	Line Item Account 104-433-200-125 105-437-200-125 120-439-200-125	<u>Line Item Account</u> 145-410-200-125	Line Item Account 145-410-200-125	<u>Line Item Account</u> 104-433-200-125	Line Item Account 104-433-200-125
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1598460 <u>Line Item Date</u> 12/05/2022 12/05/2022 12/05/2022	Inv 1598460 Total 1598461 <u>Line Item Date</u> 12/05/2022	12/05/2022 Inv 1598461 Total 1599220 <u>Line Item Date</u> 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022		Inv 1599224 Total  1599225  100 Line Item Date 12/05/2022	Inv 1599225 Total Inv 1599227 Inv 1599227 Line Hem Date 12/05/2022	lnv 1599227 Total lnv 1599228 <u>Line Item Date</u> 12/05/2022	Inv 1599228 Total Inv 1599229 Inv 1599229 Line Item Date 12/05/2022
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lnv 1599231 <u>Line Item Date</u> 12/05/2022	Line Item Description UNIFORMS Cognet 20		-	121.00
Inv 1599231 Total UNIFIRST - UNIFIRST Corporation Total:	9X SI SO CONTO TO CON	<u>Line Item Account</u> 105-437-200-125	200.85	
UNIVARUS - Univar USA Inc Line Item Account Inv 50721814 Line Item Date 12/05/2022	Line from Decription		2,132.05	200.85
Inv 50721814 Total UNIVARUS - Univar USA Inc Total:	ALS	Line Item Account 138-413-300-200	1,065,18	
USBANKEQ - US Bank Equipment Finance Line Item Account Inv 487044174 <u>Line</u> Item Date				1,065.18
12/05/2022 Inv 487044174 Total	<u>Line Item Description</u> DEPOT COPIER NOV TO DEC 2022	<u>Line Item Account</u> 145-410-300-180		
Inv 487044331 <u>Line Item Date</u> 12/05/2022	Line Item Description		162.05	162.05
Inv 487044331 Total USBANKEQ - US Bank Equipment Finance Total:	PW COPIER LEASE	<u>Line Item Account</u> 109-434-300-180	228.65	
USABLBO - USA Blue Book Line Item Account Inv 186555 Line Item Date	I in a form D.		390.70	65
12/05/2022 Inv 186555 Total USABLBO - USA Blue Book Total:	SUPPLY PIPE MARKERS FOR PUMPS/FILTERS	<u>Line Item Account</u> 105-437-300-140	85.16	
USPS - USPS Line Item Account		•	85.16	9
<u>Line Item Date</u> 12/05/2022	Line Item Description			
Inv Total USPS - USPS Total:	ON THE FOR BILLING	<u>Line Item Account</u> 104-405-300-150	4,800.00	
VULCMACO - Vulcan Materials Company Line Item Account Inv 73477184 <u>Line Item Date</u>			4,800.00	
12/05/2022 Inv 73477184 Total VULCMACO - Vulcan Materials Company Total:	Line Item <u>Description</u> PO 24824 COLD MIX STREET REPAIR	<u>Line Item Account</u> 109-434-300-213	646.75	
			24.7	

Inv 1599229 Total

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<u>Line Item Account</u> 452,60 121-439-300-200 452,60 120-435-300-200 905.20		<u>Line Item Account</u> 104-406-300-250 117.51	<u>Line Item Account</u> 104-421-300-250 8,040,31	Line Item Account 878.56 104.412-300-250 104.431-300-250 105.437-300-250 120.435-300-250 104.432-300-250 109.434-300-250 109-434-300-250	5,517.84 <u>Line Item Account</u> 104-432-300-250 -84.66	Line Item Account 145-410-300-250 145-410-300-250 145-410-300-250 145-410-300-250 145-410-300-250 3,472.32 17,063,32 351,236.48	
Line Item Description TEMP WORKER R BEAVERS TEMP WORKER R BEAVERS		<u>Line Hem Description</u> FUEL STATEMENT	<u>Line Item Description</u> FUEL STATEMENT	Line Item Description FUEL STATEMENT FUEL STATEMENT FUEL STATEMENT FUEL STATEMENT FUEL STATEMENT FUEL STATEMENT	FUEL STATEMENT  Line Item Description  REBATE	Line Item Description FUEL STATEMENT FUEL STATEMENT FUEL STATEMENT FUEL STATEMENT	
WFEMPLOY - Wells Fargo Bank, N.A. Line Item Account Inv 854799 Line Item Date 12/05/2022 12/05/2022	inv 854799 Total WFEMPLOY - Wells Fargo Bank, N.A. Total:	WEBSHELL - WEX BANK Line Item Account Inv COM DEV Line Item Date 12/05/2022	Inv PD  Line Item Date 12/05/2022	Inv PD Total  Inv PW <u>Line Hem Date</u> 12/05/2022 12/05/2022 12/05/2022 12/05/2022	12/05/2022 12/05/2022 Inv PW Total Inv REBATE 12/05/2022	Inv REBATE Total  Inv TRANSIT  Line Item Date 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022 12/05/2022	WEBSHELL - WEX BANK Total:

Report Total:

City of



Police Department\_

FOUNDED 1914

December 7, 2022

STAFF REPORT ITEM#: 6-A

To:

Corcoran City Council

From:

Reuben P. Shortnacy, Chief of Police

Subject:

**COPS Hiring Grant** 

#### **RECOMMENDATIONS:**

That the City Council authorize staff to accept the COPS Hiring Grant award.

#### **DISCUSSION:**

We recently learned that we were awarded a COPS Hiring Grant that will pay \$125,000 over a 3-year period. Our obligation within this grant is to add an additional Investigator to our Investigations Unit to focus on violent crimes and community awareness efforts to prevent violent crimes. We have already assigned an additional Investigator. We are also obligated to keep this position one year beyond the 3-year grant period.

The grant award will give us just under \$42,000 a year. However, I have been in discussions with the School District Superintendent about paying the city an additional \$55,000 a year for a 3-year period to make up the difference. The position we would hire to backfill for the Investigator position will allow us to add a second School Resource Officer (SRO). While we will meet our obligations with the grant, we can also address more campus safety issues by adding a second SRO.

The School Board is going to vote on the commitment of the \$55,000 a year and the second SRO at their meeting tonight. Contingent on their approval, we are asking council to authorize us to move forward with the COPS Hiring Grant and authorize staff to enter into an appropriate agreement with the School District for the additional funds.

#### **BUDGET:**

No negative impact.

STAFF REPORT ITEM #: 6-B

**MEMO** 

TO:

**Corcoran City Council** 

FROM:

Greg Gatzka, City Manager

DATE:

November 21, 2022

**MEETING DATE: December 13, 2022** 

**SUBJECT:** 

Ordinance Amending Chapter 3, Tile 7 Establishing Encampment Provisions

#### **Summary:**

Ordinance changes to the City of Corcoran Municipal Code, Title 7, Chapter 3 related to Parks and Recreational Areas to establish provisions related to encampments.

#### Recommendation:

Consider approving Resolution No. 3976 to adopt Ordinance No. 644 to amend in its entirety Title 7, Chapter 3 of the City's Municipal Code and waive the second reading.

#### **Budget impact:**

None with this action. Implementation of added provisions is anticipated to absorbed by existing staff and various departments. Additional resources for temporary emergency shelters are planned to be covered by State Permanent Local Housing Allocation funding.

#### **Background:**

Encampments on City owned property have been a growing concern for the community over past few years, and a Council priority for the City to address. The growing presence of encampments on City property have significantly increased the degradation of public facilities, and negatively resulted in deterring community use of parks where there exist deteriorated conditions related to public health, safety, and general welfare of the public. Recent court cases and other State laws limiting local governments from addressing these issues have been a significant challenge for rural cities like Corcoran that have limited resources. The City's Executive Team along with our City Attorney have been working collaboratively to present a multi-faceted approach to address this issue, while also increasing efforts to connect homeless individuals and those at risk of homelessness with resources and opportunities for housing. Over the past year, greater coordination has been made with County agencies and non-profit organizations that directly assist, provide services, and help connect at risk populations with housing opportunities. The City is also applying for State Permanent Local Housing Allocation funding to support locally established emergency shelter and supportive housing in Corcoran.

As a necessary component to the City's efforts in protecting public health, safety and general welfare, and safe clean environments at community parks, the proposed Ordinance No. 644 will enact provisions to prohibit encampments at City parks, and authorize the establishment of emergency shelter. This ordinance is presented for the first reading, and staff anticipates bringing the ordinance back for the second reading on November 8, 2022.

#### **Attachments:**

Corcoran City Council Resolution No. 3976 Ordinance No. 644 amending Title 7, Chapter 3 in its entirety

# BEFORE THE CITY COUNCIL OF THE CITY OF CORCORAN

IN	THE	<b>MAT</b>	TER	OF:
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**RESOLUTION 3976** 

Adoption of ordinance prohibiting encampments at public parks and authorizing temporary overnight encampment at designated city-owned parcel(s).

WHEREAS, the City Council of the City of Corcoran ("City") has considered the report from City staff and all public comment(s), if any, on the need to enact an ordinance in accordance prohibiting encampments at public parks and authorizing temporary overnight encampment at designated city-owned parcel(s);

WHEREAS, the City finds that it has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the same within the City and its parks;

WHEREAS, the City has determined that an ordinance is necessary to protect the public health, welfare and safety of residents of the City, by enacting regulatory requirements for encampments and authorizing temporary overnight encampment at designated City-owned parcel(s);

WHEREAS, on October 25, 2022, the City Council also introduced and waived the first reading of Ordinance No. 644; and

WHEREAS, the City now desires to proceed with the process of enacting Ordinance No. 644, by proceeding with a second reading/waiver of the same, and enactment of said ordinance.

UPON MOTION	N OF COUNCIL MEMBER	, SECONDED BY
COUNCIL MEMBER	, THE FOLLOWING W	AS PASSED, APPROVED
	THE CITY COUNCIL AT AN OFFIC	
December, 2022, B	Y THE FOLLOWING VOTE:	
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		

APPROVED:		
Mayor		
	ATTEST:	
	-	MARIENE SPAIN City Clerk

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

- 1. Found that the foregoing recitals are true;
- 2. Waived the second reading of Ordinance No. 644;
- 3. Enacted Ordinance No. 641; and
- 4. 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.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

MD/20221020 - Corcoran - Resolution Waiving First Reading of Encampment Ordinance-1.doc



AN ORDINANCE OF THE CITY OF CORCORAN PROHIBITING ENCAMPMENTS AT PUBLIC PARKS AND AUTHORIZING TEMPORARY OVERNIGHT ENCAMPMENT AT DESIGNATED CITY-OWNED PARCEL(S).

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

**Section 1.** PURPOSE. The purpose of this ordinance is to preserve parks for outdoor recreational activities, not temporary residential quarters, and to provide regulations to promote the protection and preservation of health, safety and welfare of all park visitors, including unhoused individuals, children and other residents of the City of Corcoran ("City"), and all persons impacted to any degree by any overnight encampment(s) within the City.

Section 2. FINDINGS. The City Council of the City of Corcoran ("City Council" or "Council") hereby finds each of the following:

WHEREAS, large unsanctioned encampments are almost always associated with a host of major health and safety impacts, including but not limited to: open and obvious drug use and related crimes, serious fire safety concerns, major impacts related to human and animal waste and accumulation of unsanitary trash, vandalism and related nuisance conditions. In unregulated longer term encampments, it is common to observe extreme environmental degradation. After clearing of either short and longer term encampments, City staff typically finds and removes hypodermic needles, human and animal waste, and substantial amounts of trash and debris.

WHEREAS, longer term encampments have the effect of essentially privatizing real property which is intended for broader public use, as the greater community is no longer able to use public spaces which are used for around-the-clock encampments which function as de facto residences.

WHEREAS, California Welfare and Institutions Code § 17000 provides, in relevant part, that counties "...shall relieve and support all incompetent, poor, indigent persons, and those incapacitated by age, disease, or accident, lawfully resident therein, when such persons are not supported and relieved by their relatives

or friends, by their own means, or by state hospitals or other state or private institutions."

WHEREAS, at this time, the City has neither the financial resources, the real estate, the legal mandate, nor the substance abuse/psychiatric expertise necessary to house and treat all of the City's existing unsheltered population, much less all of those individuals who could reasonably be expected to move into the City seeking such treatment.

WHEREAS, the City must appropriately consider competing interests and then formulate and implement policy to best protect the public health, safety, welfare, property and the environment, with scarce public resources.

WHEREAS, it is the purpose and intent of the City Council to provide minimum standards for outdoor encampments which will address issues such as fire risks, unsanitary conditions, public safety hazards, environmental degradation and the threat of around-the-clock privatization of publicly-owned real property associated with overnight encampments at public parks within the City.

WHEREAS, the City Council believes that overnight encampments within the City should be done in a way which is temporary, respectful of neighbors and the environment, and not conducted in a way which creates a privatization of public parks, unless authorized by an approved City permit.

**Section 3.** AMENDMENT. Chapter 3, Title 7, of the City of Corcoran Municipal Code is hereby amended to now read in its entirety as follows:

## CHAPTER 3 PARKS AND ENCAMPMENTS AREAS

#### ARTICLE 1 - PARKS AND RECREATIONAL AREAS

- 7-3-1 Regulations For Parks And Recreational Areas
- 7-3-2 Use Of Park; Fees
- 7-3-3 Drug Free Zones
- 7-3-5 Staff Assistance For Unsheltered Individuals

#### ARTICLE 2 - TEMPORARY OUTDOOR LIVING ENCAMPMENTS

- 7-3-20 Unlawful Encampment Areas
- 7-3-25 Temporary Outdoor Living Encampment Areas:

#### **ARTICLE 3 - PENALTIES**

7-3-30 Violation—Penalty:

#### ARTICLE 1 - PARKS AND RECREATIONAL AREAS

#### 7-3-1: REGULATIONS FOR PARKS AND RECREATIONAL AREAS:

- A. The following definitions shall apply to this Chapter:
  - 1. **Park Defined**: "Park" as used herein includes every public park, roadside rest area, playground or other outdoor recreational facility area, together with any outdoor parking lot, swimming pool, course, court, field, trail or other recreational facility or structure thereon or therein, which is owned, managed or controlled by the City of Corcoran ("City"). (Ord. 505, 1-19-1993)
  - 2. "Camping" and "Outdoor Living" means to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia.
  - 3. "CMC" refers to the Corcoran Municipal Code.
  - 4. "Daylight Hours" means all time which is between thirty (30) minutes after dawn and thirty (30) minutes before sunset.
  - 5. "Outdoor Living Facilities" and "Camp Facilities" include, but are not limited to, tents, huts or any form of temporary shelter.
  - 6. "Outdoor Living Paraphernalia" and "Camp Paraphernalia" include, but are not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.
  - 7. "Outdoor Living Encampment" means any collection of items used or designed to be used for temporary habitation outdoors. Outdoor Living Encampments contain one or more Outdoor Living Facilities and/or Outdoor Living Paraphernalia. This definition of Outdoor Living Encampment specifically does not include a collection of items which reasonably appear to be for less than 12-hour and daytime use only, such as items brought to a park for a daytime picnic or daytime party, nor any use authorized under CMC § 7-3-2. If items have in fact been maintained in the same approximate location for a period in excess of 12 hours, then the collection shall be deemed an Outdoor Living Encampment as provided in this section. For the purposes of this Chapter, the term Outdoor Living Encampment does not include a vehicle used for habitation.
- B. **Prohibited Activities**: The activities enumerated below are prohibited to all persons within the limits of parks in the city except as may be specifically authorized by written permit issued by the city. Officers, agents or employees of the city are

excepted from the prohibitions herein set forth insofar as the performance of their official duties may conflict therewith. (Ord. 505, 1-19-1993; amd. 1996 Code)

It shall be unlawful within any City park:

- 1. **Hitch Or Lead Animals**: To hitch, fasten, lead, drive or let loose any animal or fowl of any kind; provided, that this shall not apply to dogs licensed or registered with the City when the same are controlled by a leash or other restraint, not more than six feet (6') long.
- 2. **Animals, Bicycles Restricted**: To ride or drive any horse or animal, or to propel any vehicle, cycle or automobile except in designated areas. Bicycles must be parked in racks therefor provided.
- 3. Injuring Plants, Other Property: To cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, enclosure, pen, monument, fence, bench or other structure, apparatus or property; or to pluck, pull up, cut, take or remove any shrub, plant, bush or flower; or to mark or write upon, paint or deface in any manner, any building monument, fence, bench or other structure.
- 4. **Woodcutting; Soil Removal**: To cut or remove any wood, turf, grass, soil, rock, sand, gravel or fertilizer.
- 5. **Fires Restricted**: To make or kindle any form of a fire, except during daylight hours and then only within picnic stoves, braziers or fire pits permanently installed within the park for the purpose of cooking.
- 6. **Vehicle Parking Restricted**: To park or leave standing or cause to be parked or left standing any vehicle whatsoever any place in the park designated by the public works director or the chief of police as places where parking is prohibited.
- 7. **Swimming Or Fishing**: To swim, fish, bathe, wade or pollute in any manner the waters of any pond, fountain, pool or lake except as specifically permitted in designated areas.
- 8. **Waste Liquids**: To wash dishes or to empty salt water or other waste liquid elsewhere than in the sinks provided for such purposes.
- 9. **Garbage Or Debris**: To leave garbage, cans, bottles, personal belongings, papers or other refuse elsewhere than in the receptacles provided therefor. By entering and using any City park, each person agrees that all personal property which they leave behind shall be deemed intentionally abandoned as that term is used within Civil Code § 2080.7 or successor statute.
- 10. **Riotous Or Indecent Conduct**: To indulge in riotous, boisterous, threatening or indecent conduct or abusive, threatening, profane or indecent language.

- 11. Arrows And Crossbows: To use, throw or release any arrows or crossbows, except as specifically permitted in designated areas.
- 12. **Hunting**: To take, seize or hunt any bird or animal.
- 13. **Disturbing Assemblages**: To disturb, in any manner, any picnic, meeting, service, concert or exercise.
- 14. **Services and Merchandise**: To sell or offer for sale any service, merchandise, article or thing whatsoever without written permission from the city, or for any person or organization to provide or offer to provide the same free of charge to any person with whom such person or organization has no pre-existing relationship.
- 15. **Loitering After Hours**: To enter, remain, stay or loiter, or attempt any of the same, within any public park, other than during those hours of operation as established by resolution or other action of the city council. (Ord. 505, 1-19-1993)
- 16. **Alcohol Possession; Permit**: To drink or have in their possession an open container of any alcoholic beverage unless a special (written) use permit has been obtained from the chief of police of the city. Sale of alcoholic beverages in the city parks shall be subject to council resolution establishing fees and regulations for beer garden fencing and fees for the sale of alcoholic beverages. (Ord. 505, 1-19-1993; amd. 1996 Code)
- 17. **Obstruct Free Passage Of Persons**: To assemble, collect or gather together in any walkway, sidewalk, passageway, driveway, parking lot, alleyway, bike lane or pathway in or through any park, or to occupy the same in any manner which unreasonably prevents the unrestricted passage or use thereof by any other person permitted to pass along the same.
- 18. Camping Prohibited: To at any time camp, engage in outdoor living and/or set up any outdoor living encampment, or to attempt any of the same, within any city park, except during such temporary period(s) when the City Manager or his/her designee has in writing authorized temporary outdoor living encampments at a specified City park(s).
- 19. **Obey Directions Of City Officials**: To fail to obey the direction of the public works director or other city employees or agents to cease and desist from any activities prohibited.
- 20. Leaving Park When So Directed: To fail to leave the park premises when directed to do so by the public works director or other city employees or agents thereof or to return to the park in the same calendar day after having complied with a direction to leave the park pursuant to this subsection. (Ord. 505, 1-19-1993)

- 21. Roller Skates And Skateboards: The use of roller skates, skateboards, rollerblades, or other nonmotorized devices shall be prohibited on all walkways, paths, etc., during those times when officially sanctioned athletic events, concerts or other community events are in progress. (Ord. 506, 6-7-1993, eff. 7-7-1993)
- 22. **Sleeping**: To sleep and/or nap within any public park at any time outside of such park's hours of operation, which is hereby prohibited.
- 23. Unpermitted Health Care Services: To provide or attempt to provide any form of health care service without a permit for such use of the park, or in violation of any permit condition imposed, including (without limitation) conditions intended to protect against unsanitary conditions and/or which promote patient privacy.
- C. Usc By Groups; Permission Required: It shall be unlawful to occupy any part of any park within the city in a group, or as part of a group, except as described herein, in excess of twenty five (25) persons without first obtaining written permission of the city.
- D. Conducting Business Or Activity: It shall be unlawful for any person, firm, corporation or association, charitable or otherwise, to use a park for the purpose of conducting thereon any carnival, exhibition, theater (tent or open air), public dance or other business or activity, for which an entrance fee will be collected or a cash donation will be requested, without first securing permission of the city council. The city council may delegate this regulatory authority to city staff by resolution.
- E. **Restrooms**: No male person over age four (4) years shall enter or use any restroom designated for women in a park; nor shall any female person over age four (4) years enter or use any restroom designated for men in a park. All single-user toilet facilities, as defined in California Health and Safety Code ("HSC") § 118600(c), shall be identified in accordance with the requirements of HSC § 118600(a).
- F. **Special Areas**: Special areas of a park may be reserved by obtaining a written permit from the city. All areas not specifically reserved under written permit from the city shall remain open to the public in accordance with the terms of this Chapter. (Ord. 505, 1-19-1993)
- G. **Regular Hours of Operation**: Unless other regular hours of operation are hereafter specifically set by the City Council, the regular hours of operation for each and all City parks shall be daylight hours and all City parks shall be deemed closed outside of daylight hours. On those occasions when a game sponsored by a Cityrecognized sporting league has started during daylight hours, the hours of operation

on that occasion shall be extended to such time which is thirty (30) minutes after such game has concluded.

#### 7-3-2: USE OF PARK; FEES:

Use of a city park for any carnival, circus, circus parade, transient amusement, trained animal show, merry-go-round or other City-approved or City-sponsored event (e.g. food events, entertainment, craft fairs, etc.) may only be approved by the city council or its designee and shall be subject to payment of a deposit and fees set by council resolution. The activities enumerated herein must comply with all regulations of section 7-3-1 of this chapter. (1996 Code)

#### 7-3-3: DRUG AND TOBACCO FREE ZONES:

The city parks and playgrounds set forth below are declared to be drug free and tobacco-free zones for the purpose of enhancing penalties for specific offenders involving any violation of controlled substances and tobacco use laws occurring upon the grounds of city parks, including adjacent public parking lots and sidewalks. The parks declared to be drug free zones are as follows:

- A. John Maroot Park.
- B. Cesar Chavez Park.
- C. Father Wyatt Park.
- D. J. G. Boswell Community Park.
- E. Burnham Smith Park.
- F. Municipal swimming pool.
- G. PAL building.
- H. Christmas Tree Park.
- I. Gateway Park.

(Ord. 539, 12-21-1998; Ord. , 2022.)

#### 7-3-5: STAFF ASSISTANCE FOR UNSHELTERED INDIVIDUALS:

A. The City Manager or his/her designee shall adopt and implement a staff policy intended to promote communication of potentially available resources to those members of the unsheltered population who appear to be violating this Chapter. Among other relevant issues, such policy should consider addressing:

- 1. Training for all City staff who are likely to interact with unsheltered persons during the course of performing their City duties;
- 2. Making and documenting telephone calls to and other communications with homeless shelters and/or homeless support organizations providing navigation services for housing, to determine if capacity is available;
- 3. Documenting the transportation option(s) available and/or offered to each unsheltered individual to enable them to go to a homeless shelter (or

authorized temporary outdoor living encampment) which has available capacity;

- 4. Documenting voluntary choice(s) made by unsheltered individuals about whether or not to go to a homeless shelter (or authorized temporary outdoor living encampment) which has available capacity;
- 5. Training as to when an arrest, or other potential enforcement action by the City, may occur for violating the regulations within this Article pertaining to parks; and
- 6. Any other topic(s) or issue(s) which the City Council shall from time to time direct the City Manager to address.
- B. Any failure by City staff to comply with the provisions of this section or any policy adopted pursuant thereto shall not excuse or otherwise constitute a defense to any violation of this Chapter by any person.

#### **ARTICLE 2 - TEMPORARY OUTDOOR LIVING ENCAMPMENTS**

#### 7-3-20: UNLAWFUL ENCAMPMENT AREAS:

A. It shall be unlawful for any person to at any time camp, engage in outdoor living and/or set up any outdoor living encampment, or to attempt any of the same, within any public right-of-way within the City, or within any real property owned, operated or controlled by the City, including any public road, alleyway, parking lot or sidewalk, except as authorized under this Article or pursuant to a valid written permit issued by the City.

#### 7-3-25: TEMPORARY OUTDOOR LIVING ENCAMPMENT AREAS:

- A. From time to time, the City Manager or designee shall be authorized, but not required, to in writing designate all or a portion of any reasonably available parcel of real property which is owned by the City as a temporary outdoor living encampment area, provided that each of the following shall apply:
  - 1. **Expiration**: The initial designation may not exceed a period of ninety (90) days, unless the City Council consents to a longer period. Each subsequent renewal of the temporary designation shall expire after ninety (90) calendar days, unless the City Council consents to a longer period.
  - 2. **Regulations**: The designated temporary outdoor living encampment area shall be subject to the following rules and regulations, in addition to any written policies, rules and/or regulations adopted by the relevant City departments:

- a. **Permit Required**: Each person must apply for and obtain a permit to enter and utilize the City's temporary outdoor living encampment area, including for storage of their property and/or setting up any type of camp facilities. If it is after sunset and shelters are filled to capacity or otherwise not a practical option, and a person does not have a permit and cannot obtain one until the next day, s/he should be issued a temporary registration for that night, with whatever information is available, and at least a thumbprint for identification purposes, if a government-issued identification card is not available.
- b. **Permit Fees**: All permit fees must be waived for individuals who declare under penalty of perjury that they are unable to pay the scheduled permit fees.
- c. **Unsheltered**: Permits must only be issued to persons who are unsheltered, and all persons must sign a permit application under penalty of perjury, attesting that they do not have a home or other reasonably available shelter.
- d. **No Prolonged Visiting Rights**: Anyone with a permit shall not be allowed to have guests who do not have a permit but shall be allowed a reasonable opportunity to have persons and organizations temporarily stop by to drop off items at reasonable hours.
- e. Facilities: The City, in providing a physical space to serve as a temporary outdoor living encampment area, shall not be obligated to provide any individual or common facilities or utilities and the permit application must disclose that. However, the City may, without any continuing obligation to do so, make available a portable restroom(s), a self-closing water faucet(s) and a solid waste bin(s).
- f. **Property**: Personal property not used, moved or retrieved within a 24-hour period from its last use shall be deemed intentionally abandoned.
- g. **Permit Application**: The permit application, at a minimum, must include or be accompanied by each and all of the following:

- i. A list of applicable policies, rules and regulations, which the permit applicant must sign and agree to abide by while on City-owned property which is designated for use as a temporary outdoor living encampment.
- ii. A statement that the applicant agrees that their permit may be immediately revoked, without notice or a hearing, when any City policies, rules, regulations, or the terms and conditions of the permit, are violated by the permittee.
- iii. A declaration that the applicant does not have a home or other reasonably available shelter.
- iv. A statement signed by the applicant indicating that the applicant has no reasonable expectation that the City will provide any individual or common facilities or utilities.
- v. A waiver of liability and a hold harmless agreement, releasing the City of any liability, including for hazardous conditions at the site, crimes from other occupants, non-traditional habitability facilities, water quality, damage or theft of personal property, relocation or disposal of property, etc.
- vi. Permission and consent for the City to move the applicant's belongings whenever the applicant fails to do so in accordance with the City's policies, rules and regulations.
- vii. A certification that the permit holder agrees to not at any time leave, at the temporary outdoor living encampment area, any of their property which has an aggregate value of one hundred U.S. dollars (\$100 USD) or more.
- viii. Persons without any form of government-issued identification card shall be required to provide a thumbprint on their application to verify their identity for security reasons.
- ix. A disclosure and disclaimer that the City provides no warranty of safety at the temporary outdoor living encampment area and other present may include probationers, parolees and registered sex offenders.

B. **Signage**: All entry points for each and all City-owned temporary outdoor living encampment areas should contain signage which, at a minimum, cites to the applicable ordinance requiring a permit and shall include disclaimer of liability.

#### **ARTICLE 3 - PENALTIES**

#### 7-3-30: VIOLATION—PENALTY:

- A. **Infraction**: Each violation of any provision of this Chapter shall be punishable as set forth in CMC § 1-4-1(B).
- B. **Misdemeanor**: In addition to subsection (A) above, any person violating CMC § 7-3-1, subsections (B)(5), (B)(15), (B)(16), (B)(17), (B)(18), (B)(19), (B)(20), (B)(22), or CMC § 7-3-20 shall be guilty of a misdemeanor and shall be punishable by a fine not to exceed one-thousand dollars (\$1,000), or imprisoned not more than six (6) months in jail, or both such fine and imprisonment.
- C. Continuing Violations: Each and every day that any violation of this Chapter exist shall constitute a separate offense. Accordingly, each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Chapter exists, is committed, is continued or is permitted by such person to exist, and shall be punishable accordingly.
- D. **Administrative Citations**: To the extent authorized by the Corcoran Municipal Code, upon a finding by the authorized City official that a violation exists, he or she may issue an administrative citation.
- E. **Public Nuisance**: Each violation of any provision of this Chapter is hereby declared to be a public nuisance and may be abated pursuant to all available remedies.
- F. Abatement Actions: Nothing in the foregoing sections shall be deemed to prevent the City from commencing a civil or criminal proceeding to abate a public nuisance under applicable Civil Code, Penal Code and/or Corcoran Municipal Code provisions as an alternative to the proceedings set forth herein.
- G. Cumulative Remedies: Notwithstanding any other provision of this code, all remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty authorized by law.

H. **City Staff**: Notwithstanding any other provision of this Chapter, all remedies provided for herein shall not apply to employees of the City while acting within the course and scope of their employment with the City.

**Section 4.** 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], 15307-15308 [action taken to assure the maintenance, restoration or enhancement of a natural resource for protection of the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment].

**Section 5.** NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing a duty of care, liability, or responsibility for damage to person or property until the City, or any official, employee, or agent thereof.

**Section 6.** PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any lawsuit 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 7. SEVERABILITY. If any action, 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 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, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not 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 of 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 9. 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 at the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of 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 \_\_\_\_\_\_ at a regular meeting of said Council duly and regularly conveyed on said day by the following vote:

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## **CLERKS CERTIFICATE**

City of Corcoran	}		
County of Kings	} ss.		
State of California	}		
I,	, hereby certi	ify that the foregoing i	s a full, true and
correct copy of a re	solution passed and adopt	ted by the City Counci	il of the City of
Corcoran at a regular vote as set forth the	ar meeting held on the	day of	, by the
vote as set forth the	ioni.		
DATED:			
ATTEST:			
Marlene Spain, City	Clerk		
[ seal ]			



STAFF REPORT ITEM #: 6-C

**MEMO** 

**Corcoran City Council** TO:

FROM: Greg Gatzka, City Manager

**MEETING DATE: December 13, 2022 December 6, 2022** DATE:

Authorizing the Sale of 1630 Brewer Property **SUBJECT:** 

#### **Summary:**

The City has declared City owned property identified as Assessor Parcel No. 032-251-021 located at 1630 Brewer Ave., Corcoran as surplus property, and seeks approval to sale the property.

#### **Recommendation:**

Consider adoption of Resolution No. 3977 authorizing the sale of the 1630 Brewer Avenue (APN 032-251-021) Property.

#### **Budget impact:**

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

#### **Background:**

The property located at 1630 Brewer Avenue, Corcoran, was purchased by the City through a tax default acquisition on September 12, 2018. The City has since made repairs and upgraded the residence to meet current building codes and is now suitable for occupation. On September 13, 2022, this Council adopted Resolution No. 3969 and declared this property as surplus land. A Notice of Availability was issued on September 22, 2022, and the City did not receive any response during the 60 day response period that ended on November 21, 2022. The City is now allowed to sale the property as authorized under the California Surplus Lands Act.

A City initiated appraisal was prepared for this property on March 16, 2022, and the property appraised at \$240,000. The City also previously marketed this property for sale within the community and received offers at and above the appraised value. Mr. Edward Trevino made the highest offer to purchase the property at \$247,000 which was accepted by the City. It is in the City's best interest to expedite the sale of this vacant residence as quickly as possible due to increased risk of vacant residence break ins, and to support the purchaser's ability to lock in an affordable mortgage interest rate.

A purchase and sale agreement has been prepared by the City Attorney for the sales transaction.

Attachment:
Council Resolution No. 3977
Purchase and Sale Agreement

# BEFORE THE CITY COUNCIL OF THE CITY OF CORCORAN

#### IN THE MATTER OF:

**RESOLUTION 3977** 

Approving the Sale of Property located at 1630 Brewer Ave, Corcoran (APN 032-251-021).

WHEREAS, pursuant to Resolution No. 3976 the City Council of the City of Corcoran ("City") declared the subject real property located at 1630 Brewer Avenue, Corcoran, California (APN 032-251-021) to be surplus land under the California Surplus Land Act ("SLA") [Gov. Code §§ 54220 - 54234]; and

WHEREAS, the subject real property consists of a single family residence only;

WHEREAS, commencing on September 22, 2022 the City timely issued a Notice of Availability ("NOA") to all parties designated within the SLA, in the form prescribed by APPENDIX A of the SLA guidelines issued by the California Department of Community Development around April 2021; and

WHEREAS, upon the expiration of 60 days from the City's issuance of the NOA, the City did not receive any timely or other response to any of the NOA which it issued and now desires to dispose of the subject real property outside of the SLA [Gov. Code § 54223.]; and

WHEREAS, the City Council now desires to authorize the signing of a written purchase/sale agreement to authorize the sale of the subject real property from the City to a ready, willing and able buyer for fair market value; and

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

- 1. Found that the foregoing recitals are true; and
- 2. Authorized the mayor and/or City Manager to sign, on behalf of the City of Corcoran, an agreement authorizing the sale of the subject real property located at 1630 Brewer Avenue, Corcoran, California (APN 032-251-021) to a ready, willing and able buyer for fair market value; and
- 3. 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.

UPON MOTION OF COUNCIL MEMBE	R, SECONDED BY
COUNCIL MEMBER	
APPROVED, AND ADOPTED BY THE CI	TY COUNCIL AT AN OFFICIAI
MEETING HELD ON December 13, 2022, BY TI	
,	
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	APPROVED:
	Datricia Nolan Marran
	Patricia Nolen, Mayor
ATTEST:	
ARRANET	
Marlene Spain, City Clerk	

City of Corcoran

### PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT (this "Agreement") is entered into by and between the CITY OF CORCORAN ("Seller") and EDWARD TREVINO ("Buyer"). Seller and Buyer are sometimes herein referred to as the "Parties".

#### **RECITALS**

- A. Seller is the owner of the real property located at 1630 Brewer Avenue in the City of Corcoran, County of Kings (the "County"), State of California, more particularly described in EXHIBIT A (the "Property"), attached hereto and incorporated as a part hereof.
- B. Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions contained in this Agreement. The purchase includes all of Seller's property rights, title and interest in and to the real Property. At this time Buyer does not intend to reside upon the Property or to make the Property the Buyer's primary residence.
- C. Seller desires to sell and Buyer desires to purchase the Property. The Close of Escrow shall occur fifty <u>50 days</u> after the execution of this Agreement unless escrow is extended by mutual written consent of both of the Parties.

#### **TERMS**

The Parties agree as follows:

- 1. <u>Agreement of Sale</u>. Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller the Property subject to all the terms and conditions of this Agreement, including the recitals above.
- 2. <u>Purchase Price</u>. The Purchase Price shall be cash in the amount of <u>Two</u> <u>Hundred and Forty Seven Thousand U.S. Dollars (\$247,000 USD)</u> for the acquisition of the entirety of the Seller's ownership interest in the Property, excluding each and all public utility and other easements and exceptions noted in the preliminary title report.
- 3. <u>Deposit</u>. Buyer shall deposit with the Escrow Holder within three (3) business days after the date of mutual execution and delivery of this Agreement the amount of <u>Twenty-Five Thousand Dollars (\$25,000.00 USD)</u>, (the "Deposit"). Upon the expiration of the Buyer's Feasibility Period (See Item # 5.4), the Deposit shall become non-refundable (except in the event of Seller's default) and released to Seller. The Deposit <u>shall be credited towards the Purchase Price</u>. If Buyer exercises its rights to

terminate this Agreement prior to the expiration of the Buyer's Feasibility Period, then this Agreement shall be null and void, and the Deposit shall be returned to Buyer, and neither party shall have any further obligation to the other hereunder.

- 4. <u>Payment of Purchase Price</u>. Buyer shall pay the Purchase Price in cash through escrow and as a condition precedent to Close of Escrow. The balance of the full Purchase Price shall and must be tendered on or before the Close of Escrow. Said payment is a condition precedent to recordation of Seller's grant deed to Buyer in the official records of Kings County.
- 5. <u>Escrow Agent, Review of Title, Feasibility and Physical Condition of the Property.</u>
- 5.1 Escrow Agent. Promptly following the execution of this Agreement by all Parties, an escrow shall be opened to consummate the sale of the Property pursuant to the terms and conditions set forth in this Agreement at the office of Boston National Title Agency, LLC, 129 West Trade Street, 9th Floor, Charlotte, North Carolina 28202, 571-641-9664, contact person is Nick Thomas, Vice President, or such other licensed company as the Parties shall agree ("Escrow Agent"). This Agreement constitutes both an agreement of purchase and sale for the Property between Seller and Buyer and joint escrow instructions to Escrow Agent relative to the purchase and sale of the Property. If Escrow Holder requires separate or additional escrow instructions which it deems necessary for its protection, Seller and Buyer hereby agree promptly upon request by Escrow Agent to execute and deliver to Escrow Agent such separate or additional escrow instructions (the "Additional Instructions"). In the event of any conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and govern, and the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the provisions of this Agreement unless otherwise agreed to in writing by Seller and Buyer in connection with specifically identified terms of this Agreement.
- 5.2 <u>Review of Title</u>. Not later than five (5) business days after the Effective Date, Seller shall provide or cause Escrow Agent to provide Buyer with a current preliminary title report of the Property ("**Title Report**"), together with copies of all documents evidencing exceptions to title as described therein.
  - 5.2.1 <u>Monetary Liens</u>. Seller shall convey the Property to Buyer free and clear of any deeds of trust, mortgages, mechanics' liens, judgment liens, tax liens, Williamson Act fees if necessary, or any other encumbrance, other than liens for general and special real property taxes and assessments not then due and payable ("**Monetary Exceptions**").
  - 5.2.2 Other Liens. Buyer shall notify Seller in writing of Buyer's disapproval of any title exception in the Title Report (other than Monetary

Exceptions) within ten (10) days of Buyer's receipt of the Title Report and Monetary Exception documents produced therewith ("**Disapproved Exceptions**"). Failure to so notify Seller shall conclusively be deemed as Buyer's approval of all non-Monetary Exceptions listed in the Title Report.

- 5.3 Compromise on Removal of Disapproved Exceptions. If Buyer notifies Seller of any Disapproved Exceptions as set forth in Section 5.2 above, Seller may, at Seller's option, elect to remove the Disapproved Exceptions. Seller shall have ten (10) business days from receipt of Buyer's notice within which to make the election to remove the Disapproved Exceptions or not, from title. In the event that Seller is unwilling or unable to remove the Disapproved Exceptions within the time set forth herein, Buyer shall within ten (10) business days after receipt of Seller's election either (a) terminate this Agreement, or (b) accept the Property subject to the Disapproved Exceptions not agreed to be removed by Seller. In the event that Buyer elects to terminate this Agreement prior to the end of the Feasibility Period, the Deposit shall be returned to Buyer and, with the exception of the indemnity provisions set forth in Section 5.4, the Parties shall have no further obligations to each other with respect to the purchase of the Property, provided however, that the Deposit shall not be refundable if Buyer has not elected to terminate before the end of the Feasibility Period.
- Buyer's Investigation. For the period ending fifty (50) calendar days 5.4 after the Effective Date, Buyer, Buyer's representatives, consultants and authorized agents may upon twenty-four (24) hours advance notice, excluding holidays and weekends, to Seller enter onto the Property to perform boundary surveys, soils test, environmental testing and any other study of the Property as in Buyer's sole discretion are deemed necessary or appropriate to verify that the Property is of such nature and condition as to be acceptable for Buyer's proposed use thereof (the "Feasibility Period"). Buyer shall keep the Property free and clear of any liens and shall repair any damage to the Property and shall indemnify and hold Seller harmless from and against all liability, claims, demands, damages, loss-in-value or costs of any kind whatsoever (including reasonable attorneys' fees) arising from or related to Buyer's investigation of the Property. If, in Buyer's sole discretion, Buyer is not satisfied with the results of its investigation, Buyer may terminate this Agreement by notifying Seller in writing of its election within the Feasibility Period. Buyer's failure to cause the Deposit to be released to Seller shall be deemed as Buyer's election to terminate the Agreement. In the event that Buyer elects to terminate the Agreement pursuant to the terms of this Section 5.4, the Deposit shall be returned to Buyer and the parties shall have no further obligations to each other with respect to the purchase of the Property.
- 5.5 <u>Seller's Information</u>. As soon as practicable, but in no event later than five (5) business days after the Effective Date of this Agreement, Seller shall deliver to Buyer, at no cost to Buyer, copies of the following documents (only to the extent Seller has any in their possession):

- (a) Plans, surveys and specifications for the Property, including but not limited to Phase I environmental assessment, soils reports, tentative map conditions;
- (b) Information relating to soil, hazardous materials and subsurface conditions in respect to the Property; and
- (c) Copies of all leases and contracts, if any, affecting the Property and any amendments or side letters (maintenance, security, property management, etc.).
- (d) Any other documents or other information relating to the conditions of the Property and / or Seller's attempt to obtain government approvals to develop it.

All documents are furnished to Buyer without representation or warranty of any kind regarding accuracy, reliability or any other matter whatsoever. Seller shall have no liability for any failure to deliver any documents or material in its possession directly related to the Property to Buyer unless Seller can establish by a preponderance of evidence that Seller willfully and intentionally withheld such documents or materials, it being mutually acknowledged that Buyer has agreed to make its own independent evaluation of whether or not it wishes to purchase the Property during the Feasibility Period.

#### 6. Prorations.

- assessments on the Property will be prorated as of the Close of Escrow based upon the actual current tax bill. If the Close of Escrow takes place before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All delinquent taxes, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the Close of Escrow for periods prior to the Close of Escrow will be paid promptly by Seller. Any tax refunds received by Buyer which are allocable to the period prior to the Closing Date will be paid by Buyer to Seller within ten (10) days of Buyer's receipt of same. Seller and Buyer represent to the other that during the term of this Agreement and any extensions thereto, neither party shall consent to new assessments being placed on the Property without the prior written consent of the other party.
- 6.2 <u>Utility Bills and Deposits</u>. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If following the Close of Escrow either Buyer or Seller receives a bill for utilities or other services provided to the

Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill.

- 6.3 <u>Methods of Proration</u>. All prorations will be made as of the date of Close of Escrow based on a 365-day year.
  - 7. Seller's Representations and Covenants.
- 7.1 <u>Authority</u>. Seller has the full power and authority to execute and deliver this Agreement and to perform the terms hereof.
- 7.2 <u>No Litigation</u>. There is no action, suit, litigation, arbitration, administrative or other proceeding pending, to the best of Seller's actual knowledge without Seller having conducted any investigation or inquiry regarding such matters. There is no governmental action known to Seller which is pending or threatened which affects or would affect the Property.
- 7.3 No Agreements Concerning the Property. There are no contracts, licenses, tenancies, easements or commitments regarding the possession or use of the Property or the right to take profit therefrom which are not now disclosed in the public records of Kings County, California.
- 7.4 <u>Subsequent Liens and Encumbrances</u>. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date of this Agreement, except as may be otherwise provided for in this Agreement or a related deed of trust recorded against the Property.
- 7.5 <u>Material Alterations to Property</u>. Seller will not make any material alterations to the Property.
- 7.6 <u>Property in Substantially Same Condition</u>. Seller will maintain the Property in substantially the same condition as the Property is in on the Effective Date, ordinary wear and tear excepted.
- 7.7 <u>Hazardous Materials</u>. Seller has no actual knowledge, without Seller having conducted any investigation or inquiry regarding such matters, that (i) the Property is in violation, nor has been or is currently under investigation for violation of any federal, State or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property, including, but not limited to, soil and groundwater conditions; (ii) the Property has been subject to any Hazardous Substance other than in compliance with laws; (iii) Seller or any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Property other than in compliance with laws; and (iv) except as

otherwise disclosed herein, there is not or has ever been to the best of Seller's knowledge on or in the Property underground storage tanks or surface impoundments, any asbestoscontaining materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. For purposes of this Agreement, the term "Hazardous Substance" shall be defined as set forth in EXHIBIT B attached hereto.

7.8 As used herein, Seller's knowledge and similar terms means the actual knowledge of the Seller.

#### 8. Close of Escrow.

- 8.1 <u>Closing Conditions</u>. The Close of Escrow is contingent upon the satisfaction of each and all of the following conditions:
  - 8.1.1 <u>Conditions Precedent to the Obligations of Seller</u>. The Close of Escrow and Seller's obligation to sell the Property to Buyer and to perform this Agreement are subject to the satisfaction of the following conditions precedent on or prior to the Close of Escrow, which conditions are for Seller's benefit only and may only be waived in writing by Seller:
    - 8.1.1.1 <u>Representations and Warranties of Buyer</u>. The representations and warranties of Buyer contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct on and as of the Close of Escrow as though such representations and warranties were made at and as of such date.
    - 8.1.1.2 <u>Buyer's Compliance With Agreement</u>. Buyer shall have performed and complied with each and all of the terms and conditions of this Agreement to be performed or complied with prior to or at the Close of Escrow, including without limitation deposit of the full purchase price into escrow.

In the event that as of the Closing Date the Seller's conditions precedent, as provided within this Section 8.1.1, are not satisfied and Seller, in its sole and absolute discretion, elects not to waive such conditions precedent, then Seller shall have the right to terminate this Agreement by providing to Buyer written notice thereof, in which event, Buyer's Deposit shall be released to Seller, minus escrow costs, and the Parties shall have no further rights or obligations under this Agreement, except for those obligations which expressly survive the termination of this Agreement.

8.1.2 <u>Conditions Precedent to the Obligations of Buyer</u>. The Close of Escrow and Buyer's obligation to perform this Agreement are subject to the

satisfaction of the following conditions on or prior to the Close of Escrow, which conditions are for Buyer's benefit and may only be waived by Buyer:

- 8.1.2.1 <u>Representations and Warranties of Seller</u>. The representations and warranties of Seller contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct on and as of the Close of Escrow as though such representations and warranties were made at and as of such date.
- 8.1.2.2 <u>Seller's Compliance With Agreement</u>. Seller shall have performed and complied with all the terms and conditions of this Agreement to be performed or complied with prior to or at the Close of Escrow.
- 8.1.2.3 <u>Title Insurance</u>. At the Close of Escrow, Seller shall convey to Buyer good and marketable title to the Property by the recordation of a grant deed showing title to the Property vested in Buyer, as evidenced by a Standard California Land Title Association form title insurance policy ("**Title Policy**") issued by Escrow Agent in the amount of the Purchase Price being paid at the Close of Escrow subject only to such liens, clouds or conditions not disapproved of by Buyer as set forth in Section 5.2.2 hereof and any other matter caused to be placed on the Property by Buyer.

#### 8.2 Closing.

- 8.2.1 <u>Closing Date</u>. Subject to provisions of Section 8.7 and 8.8, the Close of Escrow shall occur on the date described in Recital C above.
- 8.3 <u>Closing of Escrow</u>. Upon satisfaction of all conditions precedent and other requirements, close of escrow shall occur on the date on which the grant deed to the Property is recorded in the Official Records of the County (the "Close of Escrow").
- 8.4 <u>Costs of Escrow</u>. Seller shall pay one-half (1/2) of the escrow fees, the cost of a standard CLTA owner's policy of title insurance, and all of the cost of any endorsements necessary to remove any exceptions to title not approved by Buyer, which Seller has agreed to remove. Buyer shall pay one-half (1/2) of the escrow fees, and all recording fees, all documentary transfer taxes, all of any additional premium for an ALTA owner's policy and all other endorsements requested by Buyer, and all of any surveys if Buyer elects such. The Seller shall pay the cost of engaging Tax Title Services to ensure title insurance is available pursuant to 8.1.2.3. Each party shall pay its own attorneys' fees.

- 8.5 <u>Seller's Affidavit</u>. At or prior to the Close of Escrow, Seller shall execute and deposit into escrow for delivery to Escrow Holder and Buyer a Seller's affidavit meeting the requirements of Internal Revenue Code § 1445(b)(2), certifying that Seller is not a "foreign person" within the meaning of Internal Revenue Code § 1445(f)(3). Seller shall deposit with Escrow Holder evidence satisfactory to Buyer and Escrow Holder that Seller is exempt from the provisions of California Revenue and Taxation Code ("RTC") § 18662 and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant thereto. If Seller has not provided such evidence certifying that Seller is exempt from the provisions of RTC § 18662, Escrow Holder shall withhold three and one-third percent (3-1/3%) of the Purchase Price and remit (or cause the Escrow Holder to remit) the amount withheld to the California Franchise Tax Board ("FTB") in accordance with the provisions of § 18662.
- 8.6 <u>Possession</u>. Seller shall deliver possession of the Property being purchased to Buyer at the Close of Escrow, free from any rights or claims of rights of possession of any person or entity, other than any excepted in the Title Report.
- 8.7 <u>Moratorium</u>. Should a moratorium be imposed prior to the Close of Escrow, by any governmental or quasi-governmental agency having jurisdiction over the Property with respect to the issuance of any development entitlements, and/or the provision of any essential services, necessary for the development of the Property and if the moratorium shall be duly imposed by resolution of the governing board of the governmental or quasi-governmental agency having authority to impose the moratorium or by voter initiative or referendum as permitted by law ("Moratorium"), unless otherwise mutually agreed in writing, Buyer's sole remedy would be to terminate the Agreement and obtain a refund of Buyer's deposit.
- 8.8 <u>Lawsuit or Legal Action</u>. Should a lawsuit or any legal action be initiated against the process of obtaining development entitlements and/or the provision of any essential services necessary for the development of the Property which causes a delay or stoppage of obtaining the development entitlements and/or essential services, then the Close of Escrow shall be deferred for a period equal to the period of the lawsuit or legal action, provided that in no event shall said deferral exceed a period of two (2) years, unless otherwise mutually agreed in writing, Buyer's sole remedy would be to terminate the Agreement and obtain a refund of Buyer's deposit.
- 9. <u>Delivery of Work Product</u>. Upon termination of this Agreement for any reason, Buyer shall deliver to Seller copies of all maps, drawings, reports, investigations, plans, specifications, studies or other materials (not including architectural plans) prepared by Buyer or Buyer's agents or consultants in connection with the Property and shall assign, to the extent legally permissible, all map processing performed by Buyer up to such termination, at no cost to Seller, without warranty or representation other than

that Buyer has paid all fees, costs and expenses for said work product incurred through the date of termination of this Agreement.

- 10. <u>Reporting to Internal Revenue Service</u>. Escrow Agent shall report this transaction to the Internal Revenue Service pursuant to section 6045 of the Internal Revenue Code of 1986, as amended.
- 11. <u>Broker's Commission</u>. Seller shall not be responsible for any brokerage fee. Any commissions owed by Buyer with regard to this transaction are due and payable at Close of Escrow. In the event any broker or person/entity/finder alleges or perfects a claim for a fee, the party legally responsible for the contact or communication on which the broker or finder perfects such a claim shall indemnify, defend, save, and hold harmless and defend the other party from such claim and/or costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.
- 12. <u>Further Documents</u>. Each Party will, whenever and as often as it shall be reasonably requested by the other Party or Escrow Agent, timely execute, acknowledge and deliver or cause to be timely executed, acknowledged and delivered such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer provided for herein including, without limitation, an original grant deed in recordable form duly executed by Seller, conveying Seller's fee title in and to the Property to Buyer or Buyer's designated vestee, and such further escrow instructions as may be required by Escrow Agent. Furthermore, each of the Parties will timely carry out any and all other reasonable acts and will execute, acknowledge and deliver any and all reasonable documents as may be required in order to carry out the intent and purpose of this Agreement. If there is a conflict between this Agreement and any escrow instructions, this Agreement shall control.
- 13. <u>Default by Seller</u>. In the event of a default under or breach of this Agreement by Seller prior to Close of Escrow, Buyer shall have the option, as Buyer's sole and exclusive remedy at law or in equity, to elect either of the following by delivery of written notice thereof to Seller:
  - (A) Termination of this Agreement, whereupon Buyer shall receive an immediate return of the entire amount of the Deposit and Buyer and Seller shall each be released from all liability hereunder except (i) for those provisions which survive termination, and (ii) Buyer may also pursue an action in damages against Seller for recovery of Buyer's actual losses and damages (in addition to litigation expenses to the extent recoverable under Section 20 below) on or before one year following the date upon which Close of Escrow was to have occurred; or

(B) Enforcement of this Agreement and pursuit of the equitable remedy of specific performance. In no such event shall Seller be liable to Buyer for consequential or incidental damages including, without limitation, lost profits.

The foregoing options are mutually exclusive and are the exclusive rights and remedies available to Buyer at law or in equity in the event of default under or breach of this Agreement on the part of Seller prior to the Close of Escrow. Buyer shall be deemed to have elected its remedy under clause (A) of this Section if Buyer fails to file any suit for specific performance against Seller in a court of competent jurisdiction within the county in which the Property is located, on or before one hundred and eighty (180) days following the date upon which Close of Escrow was to have occurred.

- 14. <u>Inurement</u>. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective Parties. Neither party shall assign this Agreement without the express written consent of the other party.
- 15. <u>Cure Period.</u> Notwithstanding any contrary provision of this Agreement, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the allegedly defaulting party in writing of said default, and allegedly defaulting party shall have failed to cure said default within ten (10) days after the receipt of said written notice.
- 16. <u>Waiver</u>. A waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver, implied or otherwise, by such party of any other related or unrelated covenant, condition or promise contained herein. The waiver of either or both Parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.
- Any notice sent by mail, with delivery confirmation service, shall be deemed given on the date of delivery shown on the delivery confirmation, or if no delivery date is shown, the notice shall be deemed received seventy-two (72) hours after the same is mailed. If sent by regular first-class mail, the notice shall be deemed given seventy-two (72) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that provides next business day delivery shall be deemed given on the next business day after delivery of the same to the United States Postal Service or such courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon the successful transmission thereof, provided a copy is also given via first-class mail delivery, certified mail or overnight courier. If notice is received or deemed received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 p.m., it shall be

deemed received on the next business day. For purposes of notice, the addresses of the Parties are as follows, which may be changed upon providing no less than five (5) days of prior written notice:

To Seller:

City of Corcoran 832 Whitley Avenue

Corcoran, California 93212

Attn: City Manager Phone: 559-992-2151

To Buyer:					
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- 18. <u>Entire Agreement</u>. This Agreement and the exhibits contain the entire agreement between the Parties with regard to the Property and supersede all prior written and/or oral representations and/or agreements.
- 19. <u>Construction</u>. Seller and Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, any remaining portion of this Agreement shall remain in effect.
- 20. <u>Attorneys' Fees</u>. If an action is filed by any of the Parties hereto, to enforce and/or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable costs, including, but not limited to, attorneys' fees, paralegal fees, court costs, expert fees and all other reasonably associated expenses incurred.
- 21. <u>Relationship of the Parties</u>. The relationship of Seller and Buyer is solely that of vendor and vendee. Nothing is intended to create a partnership, joint venture or a fiduciary relationship between the Parties or make one party the agent of the other.
- 22. <u>Headings</u>. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

- 23. <u>Context</u>. The singular and plural numbers, and the masculine, feminine and neuter genders, shall all include the others, as the context may require. Unless specified to the contrary, all references to exhibits are those exhibits that are attached to this Agreement.
- 24. <u>Counterparts</u>. This Agreement may be signed by the Parties in different counterparts and the signature pages combined shall create a document binding on all Parties.
- 25. <u>Effective Date</u>. The effective Agreement Date shall be the date of the last Party's execution of this Agreement (the "**Effective Date**"). If the Sellers have not accepted the terms and conditions by signing this Agreement no later than January 13, 2023, this Agreement is considered null and void.

## 26. Condemnation.

- 26.1 <u>Eminent Domain or Taking</u>. If proceedings under a power of eminent domain relating to the Property or any part thereof are commenced prior to Close of Escrow, Seller shall promptly inform Buyer in writing.
  - 26.1.1 If such proceedings involve the taking of title to all or a material interest in the Property (i.e., an area equal to ten percent (10%) or more of the Property or, if less than ten percent (10%), a taking which renders Buyer's intended project unfeasible), Buyer may elect to terminate this Agreement by notice in writing sent within ten (10) days of Seller's written notice to Buyer, the Deposit, if paid, shall be refunded by Seller to Buyer and neither party shall have any further obligation to or rights against the other except any rights or obligations of either party which are expressly stated to survive termination of this Agreement.
  - 26.1.2 If the proceedings do not involve the taking of title to all or a material interest in the Property, or if Buyer does not elect to terminate this Agreement, this transaction will be consummated as described herein and any award or settlement payable with respect to such proceeding will be paid or assigned to Buyer upon Close of Escrow.
  - 26.1.3 If this sale is not consummated for any reason, any condemnation award or settlement shall belong to Seller.

# 27. <u>As Is Sale - Release - Indemnity</u>.

27.1 All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the

Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for any purpose(s) in the past. Buyer agrees that any information which Buyer might receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.

FROM AND AFTER CLOSING DATE, BUYER WILL RELEASE 27.2 THE MAXIMUM EXTENT PERMITTED BY LAW, TO AND, SELLER. SAVE HARMLESS SELLER, ITS AFFILIATES, INDEMNIFY, DEFEND AND THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES-OF-ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT **CONTROL** ACT. THE TOXIC **SUBSTANCES** LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general

release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE AND INDEMNITY BY PLACING ITS SIGNATURE OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

Buyer's Initials.

28. Liquidated Damages. IF BUYER FAILS TO COMPLETE THE PURCHASE TRANSACTION SET FORTH IN THIS AGREEMENT BECAUSE OF ANY CAUSE OTHER THAN SELLER'S DEFAULT, THE PARTIES AGREE THAT SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER AND SELLER SHALL RETAIN THE DEPOSIT, AND BUYER'S WORK PRODUCT AS SET FORTH IN SECTION 5.4 OF THIS AGREEMENT AS LIQUIDATED DAMAGES, WHICH THE PARTIES AGREE IS A REASONABLE SUM CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE AGREEMENT DATE, INCLUDING THE DIFFICULTY OR IMPRACTICALITY OF DETERMINING THE OWNER'S ACTUAL DAMAGES. SUCH LIQUIDATED DAMAGES SHALL BE OWNER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT, AND OWNER SHALL ACCEPT SAID LIQUIDATED DAMAGES IN PLACE OF ANY OTHER RIGHTS OR REMEDIES IT MAY HAVE AGAINST BUYER, INCLUDING. **BUT** NOT LIMITED TO, ANY RIGHT TO **SPECIFIC** PERFORMANCE OR OTHER DAMAGES, EXCEPT FOR ANY INDEMNITIES BUYER HAS PROVIDED UNDER THE TERMS OF THIS AGREEMENT.

Marie Aller		
Buyer's Initials	Seller's Initials	

- 29. Recitals. Recitals shall be an integral part of this Agreement.
- 30. <u>No Third-Party Beneficiaries Intended</u>. Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

31. <u>Time of the Essence</u>. Time is of the essence for this Agreement. In the event that any date or deadline specified in this Agreement falls on Saturday, Sunday or holiday as defined in Government Code § 6700 (each a "Non-Business Day"), such date shall be deemed to be the next occurring business day.

	В	JYER:	
EDWARD TREVINO	(date)		
	SE	LLER:	
CITY OF CORCORAN		APPROVED AS TO FORM:	
Patricia Nolen, Mayor	(date)	Moses Diaz, City Attorney	(date)
		ATTEST:	
		City Clerk or Deputy (day	te)

## **EXHIBIT A**

(Description of the Property)

Assessor's Parcel Number (APN): 032-251-021

REAL PROPERTY IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS:THAT PORTION OF LOT 4 OF SOUTHVIEW SUBDIVISION, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA. ACCORDING TO THE MAP RECORDED IN BOOK 4 AT PAGE 53 OF LICENSED SURVEYOR PLATS, MORE PARTICULARLY DESCRIBED AS PARCEL 3 OF PARCEL MAP RECORDED JUNE 13, 1997 IN BOOK 14 AT PAGE 82 OF PARCEL MAPS.

## EXHIBIT B

## **DEFINITION OF HAZARDOUS SUBSTANCE**

The term "Hazardous Substance" as used in this Agreement shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statues, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by (i) trichloroethylene, without limitation, decision, including. common law tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

In addition, a Hazardous Substance shall include:

- (1) A "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq.;
- (2) An "Extremely Hazardous Waste", a "Hazardous Waste", or a "Restricted Hazardous Waste", under § 25140 or § 44321 of the California Health and Safety Code;
- (3) A "Hazardous Material", "Hazardous Substance", "Hazardous Waste", "Toxic Air Contaminant", or "Medical Waste" under § 25281, 25316, 25501 or 39655 of the California Health and Safety Code;
- (4) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product;
- (5) Listed or defined as a "Hazardous Waste", "Extremely Hazardous Waste", or an "Acutely Hazardous Waste" pursuant to Chapter 11, Division 4.5, of Title 22 of the California Code of Regulations.

- (6) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful use;
- (7) Any material the presence of which would require remediation pursuant to the guidelines set forth in the latest version of the State of California Leaking Underground Fuel Tank (LUFT) Manual, whether or not the presence of such material resulted from a leaking underground fuel tank;
- (8) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.;
- (9) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2697;
- (10) Any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level waste", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101 et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code §§ 114960 et seq.;
- (11) Industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;
- (12) Regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., or the California Occupational Safety and Health Act, California Labor Code §§ 6300 et seq.;
- (13) Regulated under the Clean Air Act, 42 U.S.C. §§ 7401 et seq., or pursuant to Division 26 of the California Health and Safety Code.

STAFF REPORT ITEM #: 6-D

**MEMO** 

TO:

**Corcoran City Council** 

FROM:

Greg Gatzka, City Manager

DATE:

December 6, 2022

**MEETING DATE: December 13, 2022** 

**SUBJECT:** 

Planning Commission Size and Quorum Requirement

#### **Summary:**

Informational item for Council to review Planning Commission size and provide direction to staff as appropriate.

## Recommendation:

Review current municipal code provisions for planning commission size and quorum requirement, and consider providing direction to staff as necessary.

## **Budget impact:**

None with this action.

#### Background:

The City of Corcoran's Planning Commission is established under the City's municipal code, Title 2 Boards and Commissions, Chapter 1 Planning Commission. Members and terms are set by Section 2-1-1, and consists of seven (7) members who serve four year terms with staggered overlapping appointments. Section 2-1-3 sets the quorum requirement for a majority of the current members in office. Currently, the City has six of the seven positions filled with one vacancy and no alternate. This requires that a minimum of four (4) members be present during a meeting for the Planning Commission to conduct business. The Planning Commission's regular meeting schedule is one meeting a month on the fourth Monday of each month. Over the past year, the challenges of Covid, and other family and work related responsibilities have increased the challenges for Planning Commission members attendance and participation. In 2022, four meetings were cancelled due to a lack of quorum. This represented about a third of the calendar year and can result in delayed project approvals and other processes delays that hinder economic growth and development for the City.

One possible solution to help increase the chance of meeting a Planning Commission quorum is considering a possible reduction in size of the Planning Commission to five members instead of



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
08/01/22	Homelessness encampments. Council directed staff to explore and evaluate avenues to address homeless issues.	In progress	City Manager City Attorney
07/21/21	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	City Manager
9/8/22	Expansion of diagonal parking along Whitley Ave.	In progress	Public Works/Community Development
06/13/20	Council directed Staff to begin preparing a public nuisance ordinance.		Community Development/Police Department
03/12/19	O3/12/19 Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.		Community Development



# MATTERS FOR MAYOR AND COUNCIL ITEM #: 7

## **MEMORANDUM**

**MEETING DATE:** 

**December 13, 2022** 

TO:

**Corcoran City Council** 

FROM:

Greg Gatzka, City Manager

**SUBJECT:** 

Matters for Mayor and Council

## 7-A. Upcoming Events/Meetings

- December 15, 2022 (Thursday) Christmas in the Park 5:00 PM located at Christmas Tree Park
- December 23rd and 26th, 2022 (Friday and Monday) City Offices Closed in Observance of Christmas
- o December 27, 2022 (City Council Meeting Canceled)

## 7-B. City Manager's Report

**7-C.** Council Comments/Staff Referral Items — This is the time for council members to comment on matters of interest.

#### 7-D. Committee Reports

- 1. Kings Waste and Recycling Agency (KWRA)
- 2. Kings County Association of Governments (KCAG)
- 3. Kings Community Action Organization