

**CORCORAN CITY COUNCIL &
JOINT POWERS FINANCE AUTHORITY
AGENDA**

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

**Tuesday, May 14, 2024
5:30 P.M**

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

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

ROLL CALL

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

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION (Verbal and Written)

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

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

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

2. CONSENT CALENDAR (VV)

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

- 2-A. Approval of minutes for the meeting of the City Council on April 23, 2024.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Consider rejection of claim by German Leonardo Cruz.
- 2-D. Consider awarding a contract to Central Valley Striping for the CRRSAA Corcoran City Wide Safety and Maintenance Project.
- 2-E. Consider approval of Resolution No. 4030 declaring surplus property.

3. APPROPRIATIONS

- 3-A. Approval of Warrant Register dated May 14, 2024 (*Pineda*) (VV)

4. PRESENTATIONS

- 4-A. Presentation of Proclamation 2024-04 Honoring Jimmy, Justin & Kevin George-Long Range Rifle Shooting.
- 4-B. Presentation of Proclamation 2024- 05 Honoring Clarissa Lanteigne-Gymnastics Diamond Level Competitor.
- 4-C. Presentation of Proclamation 2024-06 Honoring the Corcoran Panthers Varsity Boys Basketball Team.

5. PUBLIC HEARING -None

6. STAFF REPORTS

- 6-A. Approve Resolution No. 4031 authorizing the City Manager and the Transit and Grants Manager to sign on their behalf for the Federal Fiscal Year 2024-2025 FTA Certifications and Assurances (*Bega*) (VV)
- 6-B. Informational Update on Kings Waste and Recycling Authority (KWRA) given by Executive Director Parveen Sandhu. (*Gomez*)
- 6-C. Approve Resolution No. 4032 requesting and Consenting to Consolidation of Elections and Specification of the Election Order and Resolution No. 4033 requesting the Kings County Board of Supervisors authorize the County Registrar of Voters to Render Specific Services to the City of Corcoran. (*Spain*) (VV)

6-D. Consideration of acceptance of Subdivision Agreement regarding Sub-Division 878 Phase 2 between the City of Corcoran and Stonefield Home Inc. *(Tromborg) (VV)*

6-E. Approve Resolution No. 4034 and Adopting of the Kings County Multi-Jurisdictional Hazard Mitigation Plan. *(Gatzka) (VV)*

6-F. Parks and Recreation Update. *(Faulkner)*

7. **MATTERS FOR MAYOR AND COUNCIL**

7-A. Upcoming Events/Meetings

7-B. City Manager's Report

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

7-D. Committee Reports

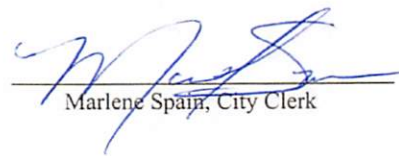
8. **CLOSED SESSION**

8-A. **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed session to review its position and to instruct its designated representatives:

- Designated representatives: _____
- Name of employee organization: _____
- Position title(s) of unrepresented employee(s): ___ CPOA, and
Unrepresented Management Team.

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 Ave on May 10, 2024.


Marlene Spain, City Clerk

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

Appropriations
ITEM #: 3-A

MEMORANDUM

TO: City Council
FROM: Sandra Pineda, Finance Director
DATE: 05/14/24 **MEETING DATE:** 05/14/24
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 **2023/2024** Budget and may include items which will be addressed through Budget Amendments.

Attachments:

- Warrant Register #1 for warrant request date: 04/24/2024
- Warrant Register #2 for warrant request date: 04/30/2024

Accounts Payable

Blanket Voucher Approval Document



#1

User: lmustain
Printed: 04/24/2024 - 3:08PM
Warrant Request Date: 4/24/2024
DAC Fund:

Batch: 00501.05.2024 - Wrnt Rgstr 05/14/24 FY24

Line	Claimant	Amount
1	A & M Consulting Engineers	77,037.72
2	American Incorporated	7,955.09
3	Auto Zone, Inc.	500.72
4	Bakersfield Paint & Wallpaper Inc.	5,764.31
5	California Department of Transportation	77.82
6	Cannon Financial Services, Inc.	611.28
7	Corcoran Publishing Company	566.00
8	CV Design Interiors Inc.	11,616.23
9	Cynthia Villegas	200.00
10	Direct Distributing, Inc.	57.91
11	E K C Enterprises, INC.	30,951.67
12	Elite Auto Spa	520.00
13	Ferguson Enterprises, Inc	1,694.14
14	Gary V. Burrows Inc.	3,011.82
15	Hanover Holdings, LLC	101.10
16	Hofmans Nursery	652.11
17	Home Depot Credit Services	3,027.54
18	Ivan Gonzalez	150.00
19	JB Electric Inc	44,555.00
20	Jorgensen & Company	709.81
21	Kevin Inigues Rojo	150.00
22	KRC Safety Co. Inc.	492.16
23	Lawrence Tractor	696.29
24	Linde Inc.	108.25
25	Lowe's	984.90
26	Martin Lopez	2,200.00
27	Nutrien AG Solutions, Inc.	378.88
28	O'Reilly	153.11
29	PACE Supply	8,287.42
30	PerfIC Performance Industrial Controls	13,844.71
31	PG&E	252.56
32	PG&E	587.93
33	PG&E	6,996.27
34	Proclean Supply	2,191.74
35	Prudential Overall Supply	592.09
36	Pyramid Systems, Inc	43,780.00
37	Quadient	3,249.00
38	Quality Pool Service	1,596.93
39	Radius Tire Co.	129.16
40	Recreation Association of Corcoran	18,261.28
41	Richard's Chevrolet	84.00
42	Robert Sevilla	48.00
43	Sawtelle & Rosprim Hardware, Inc.	147.47
44	Sawtelle Rosprim Machine Shop	26.22
45	SCA of CA, LLC	6,990.00
46	Simplot Grower Solutions	3,229.25

47	The Gas Company	5,206.97
48	Tires 4 Less	50.00
49	Tule Trash Company	133.90
50	Turnupseed Electric Svc Inc	6,532.08
51	UNIFIRST Corporation	3,351.29
52	Univar USA Inc	1,082.50
53	unWired Broadband	333.99
54	US Bank Equipment Finance	228.75
55	Verizon Wireless	2,430.20
56	Vulcan Materials Company	449.93
57	Wells Fargo Bank, N.A.	4,950.13
58	West Valley Construction Company, Inc.	273,263.47

Grand Total: \$603,231.10

Accounts Payable

Voucher Approval List

User: lmustain
Printed: 04/24/2024 - 3:09PM
Batch: 00501.05.2024 - Wrnt Rgstr 05/14/24 FY24



Warrant Date	Vendor	Description	Account Number	Amount
4/24/2024	A & M Consulting Engineers	HSIP-5223(034) GRANT PREPARE DOCS	109-434-300-200	1,190.00
4/24/2024	A & M Consulting Engineers	CLEAN CA- BEAUTIFICATION & CLEAN UP PROJECT GRANT	109-434-300-200	7,360.00
4/24/2024	A & M Consulting Engineers	ATPL-5223(025) PS&E	109-434-500-530	677.72
4/24/2024	A & M Consulting Engineers	ATPL-5223(029) GRANT - ENVIRONMENTAL	109-434-300-200	25,000.00
4/24/2024	A & M Consulting Engineers	CLEAN CA- BEAUTIFICATION & CLEAN UP PROJECT GRANT	109-434-300-200	11,590.00
4/24/2024	A & M Consulting Engineers	ATPL-5223(029) GRANT - ENVIROMENTAL	109-434-300-200	25,000.00
4/24/2024	A & M Consulting Engineers	HSIP-5223(034) GRANT PREPARE DOCS	109-434-300-200	5,380.00
4/24/2024	A & M Consulting Engineers	ARPA- WASTEWATER PROJECT #6 LIFT STATION LETTS AVE	120-435-300-200	840.00
4/24/2024	American Incorporated	PROP 68 GRANT- SHACK INSTALL SINKS, H2O HEATER & DRI	307-449-500-530	7,955.09
4/24/2024	Auto Zone, Inc.	BUS 216 BATTERIES	145-410-300-140	500.72
4/24/2024	Auto Zone, Inc.	BUS 216 BATTERY WARRANTY	145-410-300-140	-327.65
4/24/2024	Auto Zone, Inc.	BUS 216 BATTERY	145-410-300-140	327.65
4/24/2024	Bakersfield Paint & Wallpaper Inc.	PAINT RECONSTRUCTION STREETS	109-434-300-213	5,764.31
4/24/2024	California Department of Transportation	SIGNAL & LIGHTING JAN-MAR 2024 - NORTH ENTRANCE	109-434-300-160	77.82
4/24/2024	Cannon Financial Services, Inc.	CONTRACT CHARGE 4/1-4/30	104-432-300-180	455.24
4/24/2024	Cannon Financial Services, Inc.	B/W & COLOR METER USAGE - QTRLY BILLING	104-432-300-180	156.04
4/24/2024	Corcoran Publishing Company	TRANIST AD MARCH 7 & 21, 2024	145-410-300-156	566.00
4/24/2024	CV Design Interiors Inc.	MEASURE A - CITY COUNCIL CHAMBERS - CHAIRS	138-426-500-520	9,629.04
4/24/2024	CV Design Interiors Inc.	MEASURE A - CITY COUNCIL CHAMBERS - CHAIRS	138-426-500-520	1,987.19
4/24/2024	Cynthia Villegas	VETS HALL DEPOSIT REFUND 4/12/24	104-432-300-200	200.00
4/24/2024	Direct Distributing, Inc.	GALVANIZED NIPPLES FOR REPAIRS	105-437-300-140	57.91
4/24/2024	E K C Enterprises, INC.	ARPA- I.T. UPGRADES - COUNCIL CHAMBERS	104-401-300-200	30,831.83
4/24/2024	E K C Enterprises, INC.	ARPA- I.T. UPGRADES - COUNCIL CHAMBERS	104-401-300-200	119.84
4/24/2024	Elite Auto Spa	UNIT 244 - DETAIL	120-435-300-260	260.00
4/24/2024	Elite Auto Spa	UNIT 294 - DETAIL	105-437-300-260	260.00
4/24/2024	Ferguson Enterprises, Inc	4" ZIP FLANGES FOR STOCK	105-437-300-210	367.11
4/24/2024	Ferguson Enterprises, Inc	WATER METER PROJECT - MALE PVC BRASS ADAPTERS	105-437-300-200	1,327.03
4/24/2024	Gary V. Burrows Inc.	DIESEL FUEL FOR GENERATORS	105-437-300-250	3,011.82
4/24/2024	Hanover Holdings, LLC	PERMIT REUND 2022 CLAIRE AVE	104-000-323-014	101.10

4/24/2024	Hofmans Nursery	PARK SUPPLIES	104-412-300-210	289.60
4/24/2024	Hofmans Nursery	MEASURE A - PLANTS FOR CITY HALL PARKING LOT	138-419-300-208	289.58
4/24/2024	Hofmans Nursery	MEASURE A - PLANTS FOR CITY HALL PARKING LOT	138-419-300-208	72.93
4/24/2024	Home Depot Credit Services	SUPPLIES PARK	104-412-300-210	78.23
4/24/2024	Home Depot Credit Services	SGR FY 20/21 - LIGHT FIXTURES FOR DEPOT	145-410-300-145	-329.23
4/24/2024	Home Depot Credit Services	BUG TRAPS - GOVT BLDGS	104-432-300-210	34.51
4/24/2024	Home Depot Credit Services	MEASURE A - LERMA BUST PROJECT ANCHORS	138-413-300-210	28.97
4/24/2024	Home Depot Credit Services	SGR FY 20/21 - LIGHT FIXTURES FOR DEPOT	145-410-300-145	329.23
4/24/2024	Home Depot Credit Services	SGR FY 20/21 - LED LIGHTS	145-410-300-145	128.57
4/24/2024	Home Depot Credit Services	BUILDING SUPPLIES	104-412-300-210	13.92
4/24/2024	Home Depot Credit Services	STREET SUPPLIES	109-434-300-210	26.79
4/24/2024	Home Depot Credit Services	PROP 68 GRANT - SNACK SHACK LUMBER	307-449-500-530	247.67
4/24/2024	Home Depot Credit Services	RETURN CRISCOM SUPPLIES	104-432-300-210	-46.84
4/24/2024	Home Depot Credit Services	SGR FY 20/21 - CLEAR GLASS FIXTURES	145-410-300-145	2,515.72
4/24/2024	Ivan Gonzalez	UNIFORM - BOOTS REIMBURSEMENT FY24	120-435-200-125	150.00
4/24/2024	JB Electric Inc	MEASURE A - COUNCIL CHAMBERS PROJECT - FINAL PAYM	138-426-500-520	37,965.00
4/24/2024	JB Electric Inc	ARPA - I.T. UPGRADES - COUNCIL CHAMBERS	104-401-300-200	6,590.00
4/24/2024	Jorgensen & Company	ANNUAL FIRE EXTINGUISHERS INSPECT - VEHICLES	145-410-300-260	106.47
4/24/2024	Jorgensen & Company	ANNUAL FIRE EXTINGUISHERS INSPECT - VEHICLES	104-433-300-260	70.98
4/24/2024	Jorgensen & Company	ANNUAL FIRE EXTINGUISHERS INSPECT - VEHICLES	120-435-300-260	106.47
4/24/2024	Jorgensen & Company	ANNUAL FIRE EXTINGUISHERS INSPECT - VEHICLES	104-412-300-260	70.98
4/24/2024	Jorgensen & Company	ANNUAL FIRE EXTINGUISHERS INSPECT - VEHICLES	109-434-300-260	141.96
4/24/2024	Jorgensen & Company	ANNUAL FIRE EXTINGUISHERS INSPECT - VEHICLES	105-437-300-260	212.95
4/24/2024	Kevin Inigues Rojo	BOOT REIMBURSEMENT	109-434-200-125	150.00
4/24/2024	KRC Safety Co. Inc.	SIGN REPLACEMENT	109-434-300-214	492.16
4/24/2024	Lawrence Tractor	UNIT 295 MAINTENANCE	104-412-300-140	696.29
4/24/2024	Linde Inc.	CO2 TELEMETRY	105-437-300-200	108.25
4/24/2024	Lowe's	MEASURE A - LERMA BUST PROJECT - PLANTERS	138-413-300-210	203.75
4/24/2024	Lowe's	SGR FY 20/21 - HB 10IN BLACK OUTDOOR WALL LIGHT FIXT	145-410-300-145	781.15
4/24/2024	Martin Lopez	MEASURE A COUNCIL CHAMBER PROJECT - PAINTING WAL	138-426-300-200	2,200.00
4/24/2024	Nutrien AG Solutions, Inc.	WTP FOR SPRAYING	105-437-300-210	378.88
4/24/2024	O'Reilly	UNIT 182 SMALL GENERATOR	120-435-300-140	54.74
4/24/2024	O'Reilly	UNIT 182 SMALL GENERATOR	120-435-300-140	54.11
4/24/2024	O'Reilly	UNIT 182 SMALL GENERATOR	120-435-300-140	23.93
4/24/2024	O'Reilly	UNIT 258 MAINTENANCE	109-434-300-260	20.33
4/24/2024	PACE Supply	1" CTS 45S FOR STOCK	105-437-300-210	691.61
4/24/2024	PACE Supply	METER PROJECT -3/4" PEP BRASS PARTS	105-437-300-200	339.83
4/24/2024	PACE Supply	METER PROJECT - PEP ADAPTERS	105-437-300-200	593.19
4/24/2024	PACE Supply	3/4" MALE ADAPTERS FOR PEP	105-437-300-210	160.64

4/24/2024	PACE Supply	METER PROJECT - 2" STRAIGHT BALL VALVES	105-437-300-200	499.83
4/24/2024	PACE Supply	METER PROJECT - GALVANIZED NIPPLES & PARTS	105-437-300-200	1,084.75
4/24/2024	PACE Supply	METER PROJECT - 2" FIP *PEP BRASS ADAPTERS	105-437-300-200	957.56
4/24/2024	PACE Supply	METER PROJECT - 1 1/2" BRASS MALE ADAPTERS	105-437-300-200	898.99
4/24/2024	PACE Supply	3/4" BY 1" CTS BRASS COUPLING STOCK	105-437-300-210	412.17
4/24/2024	PACE Supply	METER PROJECT -2" PEP 90 DEGREE ELBOWS	105-437-300-200	713.45
4/24/2024	PACE Supply	BACKFLOW REPAIR KIT	105-437-300-210	74.39
4/24/2024	PACE Supply	METER PROJECT - 2" STRAIGHT BALL VALVES	105-437-300-200	1,499.50
4/24/2024	PACE Supply	PARTS FOR STOCK	105-437-300-210	361.51
4/24/2024	PerfIC Performance Industrial Controls	SCADA UPGRADE	105-437-500-551	11,401.66
4/24/2024	PerfIC Performance Industrial Controls	REPLACEMENT ST 2 REPAIR FILTER FEED PUMP 4	105-437-300-140	2,443.05
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	111-602-300-200	344.07
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	111-605-300-200	97.22
4/24/2024	PG&E	3357250173-3 UTILITES - K.C STREET LIGHTING	104-432-300-240	587.93
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	109-434-300-240	6,315.40
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	111-604-300-240	114.73
4/24/2024	PG&E	1056173633-0 UTILITES - 1311 1/2 HANNA AVE	301-430-300-316	252.56
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	111-601-300-240	89.79
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	111-603-300-240	19.42
4/24/2024	PG&E	5304135173-4 UTILITES - STREET LIGHTING	104-412-300-240	15.64
4/24/2024	Proclean Supply	VETS HALL WAX SUPPLIES	104-432-320-210	689.50
4/24/2024	Proclean Supply	JANITORIAL SUPPLIES	104-432-300-216	1,502.24
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	20.58
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	136-415-300-200	45.80
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	199.86
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	39.12
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	145-410-300-200	65.70
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	120-435-300-200	65.70
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	56.32
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-320-200	29.15
4/24/2024	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	105-437-300-200	69.86
4/24/2024	Pyramid Systems, Inc	ARPA - I.T. UPGRADES - COUNCIL CHAMBERS	104-401-300-200	18,000.00
4/24/2024	Pyramid Systems, Inc	MEASURE A - COUNCIL CHAMBERS PROJECT COUNTER DES	138-426-500-520	25,780.00
4/24/2024	Quadient	POSTAGE MACHINE LOADED @ CITY HALL	104-432-300-152	3,249.00
4/24/2024	Quality Pool Service	BULK CHEMICALS	138-413-300-200	394.03
4/24/2024	Quality Pool Service	BULK CHEMICALS	138-413-300-200	352.90
4/24/2024	Quality Pool Service	MONTHLY SERVICE MARCH 2024	138-413-300-200	850.00
4/24/2024	Radius Tire Co.	UNIT 269 TIRE REPAIR	104-412-300-140	29.50
4/24/2024	Radius Tire Co.	UNIT 297 MAINTENANCE	109-434-300-260	29.50

4/24/2024	Radius Tire Co.	TRAP WGN TUBE	120-435-300-260	70.16
4/24/2024	Recreation Association of Corcoran	POOL EXPENSE REIMBURSEMENT JAN-MAR 2024	138-413-300-206	18,261.28
4/24/2024	Richard's Chevrolet	BUS 216 SMOG	145-410-300-140	84.00
4/24/2024	Robert Sevilla	CSAR SYSTEM INTRO 5/16/24	104-421-300-270	48.00
4/24/2024	Sawtelle & Rosprim Hardware, Inc.	UNIT 218 PRESSURE HOSE	105-437-300-140	49.17
4/24/2024	Sawtelle & Rosprim Hardware, Inc.	UNIT 259 SUPPLIES	120-435-300-210	49.15
4/24/2024	Sawtelle & Rosprim Hardware, Inc.	UNIT 249 SUPPLIES	120-435-300-210	49.15
4/24/2024	Sawtelle Rosprim Machine Shop	WTP SUPPLIES METAL TUBING FOR BIG PRESS	105-437-300-210	26.22
4/24/2024	SCA of CA, LLC	STREET SWEEPING MARCH 2024	121-439-300-200	2,330.00
4/24/2024	SCA of CA, LLC	STREET SWEEPING MARCH 2024	112-438-300-200	2,330.00
4/24/2024	SCA of CA, LLC	STREET SWEEPING MARCH 2024	109-434-300-200	2,330.00
4/24/2024	Simplot Grower Solutions	PISTACHIO FARM - CHEMICALS	139-450-300-210	282.98
4/24/2024	Simplot Grower Solutions	PISTACHIO FARM - CHEMICALS	139-450-300-210	2,946.27
4/24/2024	The Gas Company	11484795064 - POOL	138-413-300-200	5,206.97
4/24/2024	Tires 4 Less	UNIT 259	120-435-300-260	50.00
4/24/2024	Tule Trash Company	WATER METER PROJECT - TRASH 10 YD	105-437-300-200	133.90
4/24/2024	Turnupseed Electric Svc Inc	ARPA - WASTEWATER PROJECT #4 CIRCULAR CLARIFIER RE	120-435-500-540	2,795.86
4/24/2024	Turnupseed Electric Svc Inc	CONNECT POWER TO STATION PUMPS	121-439-300-200	383.15
4/24/2024	Turnupseed Electric Svc Inc	LIFT STATION 6 1/2 & SHERMAN AVE	105-437-300-140	3,353.07
4/24/2024	UNIFIRST Corporation	UNIFORM COST X20%	121-439-200-125	83.52
4/24/2024	UNIFIRST Corporation	UNIFORM COST X1	109-434-200-125	46.80
4/24/2024	UNIFIRST Corporation	UNIFORM COST X5	105-437-200-125	1,171.88
4/24/2024	UNIFIRST Corporation	UNIFORM COST X80%	120-435-200-125	148.16
4/24/2024	UNIFIRST Corporation	UNIFORM COST X20%	121-439-200-125	9.91
4/24/2024	UNIFIRST Corporation	UNIFORM COST X1	105-437-200-125	23.00
4/24/2024	UNIFIRST Corporation	UNIFORM COST X1	104-433-200-125	49.57
4/24/2024	UNIFIRST Corporation	UNIFORM COST 1X	104-432-200-125	10.39
4/24/2024	UNIFIRST Corporation	UNIFORM COST 1X	104-432-200-125	138.37
4/24/2024	UNIFIRST Corporation	UNIFORM COST X80%	120-435-200-125	32.79
4/24/2024	UNIFIRST Corporation	UNIFORM COST X6	105-437-200-125	555.02
4/24/2024	UNIFIRST Corporation	UNIFORM COST X80%	120-435-200-125	334.09
4/24/2024	UNIFIRST Corporation	UNIFORM COST X80%	120-435-200-125	39.66
4/24/2024	UNIFIRST Corporation	UNIFORM COST 1X	104-433-200-125	128.84
4/24/2024	UNIFIRST Corporation	UNIFORM COST 2X	104-412-200-125	36.90
4/24/2024	UNIFIRST Corporation	UNIFORM COST X4	145-410-200-125	58.79
4/24/2024	UNIFIRST Corporation	UNIFORM COST 1X	104-412-200-125	160.43
4/24/2024	UNIFIRST Corporation	UNIFORM COST X4	145-410-200-125	35.84
4/24/2024	UNIFIRST Corporation	UNIFORM COST X1	104-433-200-125	40.99
4/24/2024	UNIFIRST Corporation	UNIFORM COST X20%	121-439-200-125	8.20

4/24/2024	UNIFIRST Corporation	UNIFORM COST 2X	109-434-200-125	37.37
4/24/2024	UNIFIRST Corporation	UNIFORM COST X20%	121-439-200-125	37.04
4/24/2024	UNIFIRST Corporation	UNIFORM COST XI	105-437-200-125	135.97
4/24/2024	UNIFIRST Corporation	UNIFORM COST IX	104-433-200-125	27.76
4/24/2024	Univar USA Inc	RAC POOL - BULK CHEMICALS	138-413-300-200	1,082.50
4/24/2024	unWired Broadband	INTERMET SERVICE - WTP	105-437-300-220	111.33
4/24/2024	unWired Broadband	INTERMET SERVICE - WWTP	120-435-300-220	111.33
4/24/2024	unWired Broadband	INTERMET SERVICE - CITY HALL	104-432-300-220	111.33
4/24/2024	US Bank Equipment Finance	PUBLIC WORKS COPIER LEASE	109-434-300-180	228.75
4/24/2024	Verizon Wireless	PUBLIC WORKS - MOBILE MIFI HOTSPOT	104-431-300-200	38.01
4/24/2024	Verizon Wireless	COM DEV PHONES	104-406-300-220	154.20
4/24/2024	Verizon Wireless	CELL PHONE SERVICE CYNTHIA	104-433-300-200	21.99
4/24/2024	Verizon Wireless	CELL PHONE SERVICE RICK	104-433-300-200	1.67
4/24/2024	Verizon Wireless	WTP NEPTUEN AMI GATEWAY 1&2	105-437-300-220	76.02
4/24/2024	Verizon Wireless	CELL PHONE SERVICE - TINA	104-402-300-200	25.36
4/24/2024	Verizon Wireless	WWTP DUTY MAN CELL PHONE	120-435-300-220	1.67
4/24/2024	Verizon Wireless	WTP ALARMS	105-437-300-220	50.01
4/24/2024	Verizon Wireless	CELL PHONE -CYNTHIA	104-431-300-200	21.98
4/24/2024	Verizon Wireless	CELL PHONE SERVICE - CM	104-402-300-200	52.68
4/24/2024	Verizon Wireless	TRANSIT - BUSES AIR CARDS 6	145-410-300-220	228.06
4/24/2024	Verizon Wireless	CELL PHONE - JOE	104-431-300-200	39.68
4/24/2024	Verizon Wireless	TRANSIT - CAMERA #1	145-410-300-220	38.05
4/24/2024	Verizon Wireless	PUBLIC WORKS - MOBILE MIFI HOTSPOT	104-405-300-200	37.22
4/24/2024	Verizon Wireless	COM DEV PHONES	104-406-300-220	156.17
4/24/2024	Verizon Wireless	CELL PHONE - CM	104-402-300-200	52.66
4/24/2024	Verizon Wireless	CELL PHONE SERVICE - FINANCE	104-405-300-200	37.24
4/24/2024	Verizon Wireless	CELL PHONE - TINA	104-402-300-200	25.80
4/24/2024	Verizon Wireless	CELL PHONE -MARLENE	104-402-300-200	27.24
4/24/2024	Verizon Wireless	CELL PHONE - RICK	104-433-300-200	4.77
4/24/2024	Verizon Wireless	WWTP - DUTY MAN CELL PHONE	120-435-300-220	1.67
4/24/2024	Verizon Wireless	TRANSIT - BUS AIR CARDS - 6	145-410-300-220	228.06
4/24/2024	Verizon Wireless	TRANSIT - CELL PHONE SERVICE	145-410-300-220	208.88
4/24/2024	Verizon Wireless	CELL PHONE SERVICE - MARLENE	104-402-300-200	26.66
4/24/2024	Verizon Wireless	TRANSIT - WIRELESS AIR CARDS	145-410-300-220	76.02
4/24/2024	Verizon Wireless	WTP ON-CALL CELL PHONE SERVICE	105-437-300-220	39.68
4/24/2024	Verizon Wireless	COM DEV AIR CARDS 2	104-406-300-220	76.02
4/24/2024	Verizon Wireless	WTP ALARMS	105-437-300-220	50.01
4/24/2024	Verizon Wireless	WTP NEPTUNE AMI GATEWAY 1&2	105-437-300-220	76.02
4/24/2024	Verizon Wireless	CELL PHONE SERVICE JOE	104-433-300-200	39.68

4/24/2024	Verizon Wireless	TRANSIT -CAMERA #1	145-410-300-220	38.05
4/24/2024	Verizon Wireless	TRANSIT - WIRELESS AIR CARDS	145-410-300-220	76.02
4/24/2024	Verizon Wireless	TRANSIT - CELL PHONE SERVICE	145-410-300-220	211.41
4/24/2024	Verizon Wireless	PUBLIC WORKS - MOBILE MIFI HOTSPOT	104-431-300-200	38.01
4/24/2024	Verizon Wireless	COM DEV AIR CARDS -2	104-406-300-220	113.85
4/24/2024	Verizon Wireless	WTP ON CALL CELL PHONE SERVICE	105-437-300-220	39.68
4/24/2024	Vulcan Materials Company	PO# 24858 ASPHALT FOR STREET REPAIR	109-434-300-213	449.93
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-432-300-200	93.44
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	145-410-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-412-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-432-300-200	336.38
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-432-300-200	280.32
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	105-437-300-200	21.02
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-432-300-200	280.32
4/24/2024	Wells Fargo Bank, N.A.	MEASURE A COUNCIL CHAMBERS PROJECT COORDINATOR	138-426-300-200	1,905.30
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-412-300-200	21.02
4/24/2024	Wells Fargo Bank, N.A.	MEASURE A GATEWAY PARK SNACK SHACK PROJECT COOI	138-413-300-200	985.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	145-410-300-200	5.84
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-412-300-200	5.84
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	120-435-300-200	21.02
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	145-410-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	120-435-300-200	5.84
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	120-435-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	MEASURE A GATEWAY PARK SNACK SHACK PROJECT COOI	138-413-300-200	821.25
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	120-435-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	105-437-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	145-410-300-200	21.02
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	105-437-300-200	5.84
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	105-437-300-200	17.52
4/24/2024	Wells Fargo Bank, N.A.	TEMP WORKER - G. PASTOR	104-412-300-200	17.52
4/24/2024	West Valley Construction Company, Inc.	WATER METER PROJECT - INSTALLATION FEB 2024	105-437-300-200	273,263.47

Warrant Total: 603,231.10

Accounts Payable

Blanket Voucher Approval Document



#2

User: lmustain
Printed: 04/30/2024 - 4:27PM
Warrant Request Date: 4/30/2024
DAC Fund:

Batch: 00502.05.2024 - Wrnt Rgstr 05/14/24 FY24

Line	Claimant	Amount
1	Amtrak	530.00
2	Amtrak	1,620.00
3	Amtrak	530.00
4	Amtrak	1,620.00
5	Anthony Muro	15.00
6	Auto Zone, Inc.	134.47
7	Az Auto Parts	6.77
8	Best Deal Food Co Inc.	65.55
10	City of Avenal	9,325.80
11	Corcoran Publishing Company	72.00
9	Frank Carrasco	15.00
13	Frontier Communications	59.70
14	Hanford Veterinary Hospital	69.62
15	Interwest Consulting Group	486.20
16	Kings Community Action Organization	5,522.80
17	Kings County Treasurer	1,460.00
18	Leaf Capital Funding LLC	223.20
19	Margarita Ochoa	817.26
20	Nacho's Automotive	371.71
21	Pacific Tire - Corcoran	680.00
22	PG&E	9.85
23	PG&E	9.86
24	PG&E	1,311.38
25	PG&E	569.46
26	Tint Doctors Inc	148.00
27	Toni Hayhurst	357.55
12	Travis Daniel	85.00
28	Uline	1,255.50
29	USPS	5,700.00

Grand Total: \$33,071.68

Accounts Payable

Voucher Approval List

User: Imustain
Printed: 04/30/2024 - 4:28PM
Batch: 00502.05.2024 - Wmt Rgstr 05/14/24 FY24



Warrant Date	Vendor	Description	Account Number	Amount
4/30/2024	Amtrak	135 CORCORAN TO HANFORD	145-410-300-292	810.00
4/30/2024	Amtrak	135 HANFORD TO CORCORAN	145-410-300-292	810.00
4/30/2024	Amtrak	10 TEN RIDES	145-410-300-292	530.00
4/30/2024	Amtrak	135 HANFORD TO CORCORAN	145-410-300-292	810.00
4/30/2024	Amtrak	10 TEN RIDES	145-410-300-292	530.00
4/30/2024	Amtrak	135 CORCORAN TO HANFORD	145-410-300-292	810.00
4/30/2024	Anthony Muro	KCSO K9 TRAINING - 5/2/24	104-421-300-270	15.00
4/30/2024	Auto Zone, Inc.	SERVICE FILTERS UNIT 242	104-421-300-260	23.36
4/30/2024	Auto Zone, Inc.	REMOTE BATTERY UNIT 246	104-421-300-260	12.59
4/30/2024	Auto Zone, Inc.	SERVICE FILTERS 47.42	104-421-300-260	47.42
4/30/2024	Auto Zone, Inc.	SERVICE FILTERS UNIT 246	104-421-300-260	51.10
4/30/2024	Az Auto Parts	AC VALVE CORE UNIT #242	104-421-300-260	6.77
4/30/2024	Best Deal Food Co Inc.	AC/KENNELS	104-421-300-203	65.55
4/30/2024	City of Avenal	SERVICE CONTRACT FEB 2024	104-421-300-203	4,662.90
4/30/2024	City of Avenal	SERVICE CONTRACT MARCH 2024	104-421-300-203	4,662.90
4/30/2024	Corcoran Publishing Company	NIXEL MONTHLY MARCH	104-421-300-156	72.00
4/30/2024	Frank Carrasco	KCSO K9 TRAINING 5/2/24	104-421-300-270	15.00
4/30/2024	Frontier Communications	559-992-1265-091718-5 WWTP	120-435-300-220	59.70
4/30/2024	Hanford Veterinary Hospital	CANINE KENNEL BAG REX	104-421-300-217	69.62
4/30/2024	Interwest Consulting Group	CONVENIENCE STORE #2	104-406-300-200	343.20
4/30/2024	Interwest Consulting Group	REVIEW TI RESTURANT	104-406-300-200	143.00
4/30/2024	Kings Community Action Organization	FEB 2024 OPERATING EXPENSES	117-426-300-200	2,022.83
4/30/2024	Kings Community Action Organization	MARCH 2024 OPERATING EXPENSES	117-426-300-200	1,570.70
4/30/2024	Kings Community Action Organization	JAN 2024 OPERATING EXPENSES	117-426-300-200	1,929.27
4/30/2024	Kings County Treasurer	LAFCO FUNDING CALCULATION 2023-2024 FY	104-406-300-206	1,460.00
4/30/2024	Leaf Capital Funding LLC	COPIER SERVICE RENTAL	104-421-300-180	223.20
4/30/2024	Margarita Ochoa	CLASS A UNIFORMS	104-421-300-230	140.86
4/30/2024	Margarita Ochoa	PATCHES	104-421-300-230	27.50
4/30/2024	Margarita Ochoa	UNIFORM TOPS	104-421-300-230	138.23
4/30/2024	Margarita Ochoa	PATCHES & STRIPES	104-421-300-230	65.36
4/30/2024	Margarita Ochoa	LONG SLEEVES & PANTS	104-421-300-230	445.31
4/30/2024	Nacho's Automotive	CHECK AC UNIT - UNIT 246	104-421-300-260	371.71
4/30/2024	Pacific Tire - Corcoran	NEW TIRES & ALIGNMENT UNIT 217	104-421-300-260	680.00
4/30/2024	PG&E	9417235641-5 - UTILITES 2099 SHERMAN AVE	301-430-300-316	9.86

4/30/2024	PG&E	2777783766-0- UTILITES SE NE NE 12 21 22	105-437-300-240	569.46
4/30/2024	PG&E	8465964727-9 - UTILITES 2200 BAINUM AVE	301-430-300-316	9.85
4/30/2024	PG&E	2678944491-1 - UTILITES 500 OTIS AVE	104-412-300-240	1,311.38
4/30/2024	Tint Doctors Inc	TINT FOR DET UNIT	104-421-300-260	148.00
4/30/2024	Toni Hayhurst	CHALLENGE COINS REIMBURSEMENT	104-421-300-156	357.55
4/30/2024	Travis Daniel	NIBIN TRAINING 5/6-5/10	104-421-300-270	85.00
4/30/2024	Uline	24/7 MESH OFFICE CHAIRS	104-421-300-150	1,255.50
4/30/2024	USPS	POSTAGE FOR BILLING	104-405-300-150	5,700.00
			Warrant Total:	33,071.68

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

Tuesday, April 23, 2024

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

ROLL CALL

Councilmembers present: Greg Ojeda, Sid Palmerin, and Jeanette Zamora-Bragg

Councilmembers absent: Patricia Nolen and Jerry Robertson

Staff present: Moses Diaz, Greg Gatzka, Maggie Ochoa, Sandra Pineda, Marlene Spain, and Kevin Tromborg

Press present: None

INVOCATION

Invocation was presented by Palmerin

FLAG SALUTE

The flag salute was led by Ojeda

1. PUBLIC DISCUSSION

David Escajeda, 1820 Orange Ave, addressed the council and thanked City Manager, Greg Gatzka, for responding to an email he had sent to him. Mr. Escajeda is concerned about the south side of Orange Street between Otis and Dairy Avenues and the lack of sidewalks for pedestrians.

Mr. Escajeda also addressed the council regarding questions concerning weed abatement and the water meters.

City Attorney, Moses Diaz arrived at 5:40 p.m.

2. CONSENT CALENDAR

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

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

- 2-A. Approval of minutes for the meeting of the City Council on April 23, 2024.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Consider acceptance of Final Sustainable Communities, Active Transportation Plan.

3. **APPROPRIATIONS**

Following Council discussion, a **motion** was made by Palmerin and seconded by Ojeda to approve the Warrant Register dated April 23, 2024. Motion carried by the following vote:

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

4. **PRESENTATIONS** -None

5. **PUBLIC HEARING** -None

6. **STAFF REPORT**

- 6-A. Following Council discussion, a **motion** was made by Ojeda and seconded by Palmerin to approve Resolution No. 4029 authorizing the use of LCTOP grant funds to purchase solar panels installations for the Transit parking structure. Motion carried by the following vote:

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

- 6-B. Following Council discussion, a **motion** was made by Palmerin and seconded by Ojeda to approve revisions to Resolution No. 3972 regarding CDBG PI funds. Motion carried by the following vote:

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

- 6-C. City Manager, Greg Gatzka informed council on the probationary status for the Tulare Lake Subbasin.
- 6-D. City Manager, Greg Gatzka informed the council on AB 1637 and City Website and Email System.

7. **MATTERS FOR MAYOR AND COUNCIL**

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

8. **CLOSED SESSION** -None

9. **ADJOURNMENT**

6:24 P.M.

Marlene Spain, City Clerk

Mayor, Zamora-Bragg

APPROVED DATE: May 14, 2024

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CONSENT CALENDAR ITEM #: 2-C

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Clerk

DATE: May 9, 2024 **MEETING DATE:** May 14, 2024

SUBJECT: Rejection of the Claim by German Leonardo Cruz

Recommendation:

Move to approve the Consent Calendar and reject the claim by German Leonardo Cruz.

Discussion:

On March 26, 2024, staff received a claim application from Wilshire Law Firm on behalf of German Leonardo Cruz. According to the claim application, the claimant alleges the City is responsible for his injury that occurred at Corcoran State Prison. The claim was forwarded to the City's third-party administrator, Acclamation Insurance Management Services (AIMS), as part of the City's participation in the Central San Joaquin Valley Risk Management Authority (CSJVRMA).

AIMS recommends the City consider issuing a notice of rejection for the claim.

A copy of the claim will be provided upon request.

Budget Impact:

This type of claim is handled through the City's Risk Management Authority (RMA).

City Offices

City of

CORCORAN

FOUNDED 1914

Public Works Department

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

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: May 9, 2024 MEETING DATE: May 14, 2024

SUBJECT: City Wide Safety and Maintenance Project

Recommendation:

Consider awarding a contract to Central Valley Striping for the CRRSAA Corcoran City Wide Safety and Maintenance Project.

Background:

The Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) allocated \$911.8 million to California for various surface transportation projects related to COVID-19 prevention, preparedness, and response. The California Transportation Commission (CTC) approved distributing these funds through the Surface Transportation Block Grant Program (STBGP) and the State Transportation Improvement Program (STIP).

Project eligibility under CRRSAA includes activities allowed under STBGP, such as constructing and improving highway infrastructure, bridges, and operational aspects. Additionally, CRRSAA expands the use of STBGP funds to cover routine maintenance, operational costs, personnel expenses, debt service payments, and revenue loss coverage.

Discussion:

The CRRSAA Corcoran City Wide Safety and Maintenance Project aims to improve safety and maintain city streets using CRRSAA funding. The project will include restriping local roads and the replacement of street signs.

The Public Works Department conducted a competitive bidding process to select a qualified contractor. Two bids were received and evaluated based on cost, experience, qualifications, and references. Based on this evaluation, Central Valley Striping emerged as the most favorable candidate.

Budget Impact:

The project's estimated total cost is \$125,988.00, which will be funded entirely with CRRSAA funds.

City of

CORCORAN

Police Department

FOUNDED 1914

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

May 7, 2024

To: Corcoran City Council
From: Margarita Ochoa, Chief of Police
Subject: Surplus Equipment

Discussion:

We have no more use for the listed equipment and are required to declare it surplus property before disposing of it. The Taser, a conducted energy device listed will be destroyed as they are nonfunctioning and could only be used by law enforcement.

Recommendation:

That council considers Resolution No 4030. declaring certain city owned equipment as surplus and authorizing the disposal or sale of it.

Budget Impact:

None

Attachments:

Resolution No 4030.
Exhibit A

RESOLUTION NO. 4030

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
DECLARING CERTAIN PROPERTY SURPLUS AND ORDER DISPOSAL**

WHEREAS, the City of Corcoran, from time to time, finds it necessary to dispose of surplus property used in the process of conducting its municipal affairs; and,

WHEREAS, the personal property sold has no practical usage to the City of Corcoran; and,

WHEREAS, it would be in the best interest of the City of Corcoran to declare this property surplus and order disposal;

NOW, THEREFORE, BE IT RESOLVED that the items on Exhibit A are so declared as surplus and for disposal in the best interest of the City of Corcoran.

I hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the Corcoran City Council duly called and held on the 14th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jeanette Zamora-Bragg, Mayor

ATTEST: _____
Marlene Spain, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Spain, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the 14th day of May, 2024, by the vote as set forth therein.

DATED:

ATTEST:

Marlene Spain
City Clerk

[seal]

Exhibit A

- Taser X26 X00-180809
- Taser X26 X00-258470
- Taser X26 X00-203420
- Taser X26 X00-252205
- Taser X26 X00-188911
- Taser X26 X00-432890
- Taser X26 X00-188928
- Taser X26 X00-627655
- Taser X26 X00-188927
- Taser X26 X00-406088
- Taser X26 X00-725581
- Taser X26 X00-188947
- Taser X26 X00-252556
- Taser X26 X00-188900
- Taser X26 X00-188931
- (5) Taser Batteries (non-working)

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM #: 4A-C**

MEMORANDUM

TO: City Council

FROM: Marlene Spain, Assistant to City Manager/City Clerk

DATE: May 10, 2024

MEETING DATE: May 14, 2024

SUBJECT: Present Proclamations Honoring the George Family, Clarrisa Lanteigne, and the Corcoran Varsity Boys Basketball Team.

Discussion:

Present Proclamation 2024-04 honoring the George Family, Proclamation 2024-05 honoring Clarissa Lanteigne and Proclamation 2024-06 honoring the Corcoran Varsity Boys Basketball Team.

Attachments:

Proclamation 2024-04 - George Family

Proclamation 2024-05 - Clarissa Lanteigne

Proclamation 2024-06 - Corcoran Varsity Boys Basketball Team

Proclamation No. 2024-04

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CORCORAN

HONORING THE GEORGE FAMILY

WHEREAS, Jimmy George is the father of Justin and Kevin George who are Long Range Rifle Competitive Shooters, they shoot at 300, 600, 800, and 900 meters; and

WHEREAS, Both Justin and Kevin started shooting in 4-H, later moving to the California Grizzlies, and representing California in the US National Matches held each year in Camp Perry, Ohio; and

WHEREAS, Jimmy George became the coach for the US Young Eagles after the World Long Range Championship in 2019 where Justin and Kevin represented the United States, both winning bronze medals; and

WHEREAS, Justin and Kevin are both on the US Young Eagles Rifle Team and competed in the World Long Range Championship held in South Africa this year, both winning silver medals; and

NOW THEREFORE BE IT PROCLAIMED THAT, the Mayor and City Council hereby recognize and honor.

The George Family

AND, BE IT FURTHER PROCLAIMED that the City Council extends its warmest congratulations for their passion and dedication in representing the United States as Long Range Rifle Competitive Shooters.

DATED: May 14, 2024

Jeanette Zamora-Bragg, Mayor

Patricia Nolen, Vice-Mayor

Sidonio "Sid" Palmerin, Council Member

Jerry Robertson, Council Member

Greg Ojeda, Council Member

Proclamation No. 2024-05

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CORCORAN

HONORING CLARISSA LANTEIGNE

WHEREAS, Clarissa Lanteigne is a Diamond Level Competitor and has been in gymnastics since the age of 10, competing in all events, her favorite is bars; and

WHEREAS, Clarissa is a Level 1,2 and 3 coach to 10 students who placed 1st all year in 2023; and

WHEREAS, Clarissa placed 1st in Nationals in Florida in 2022, placed 1st in bars and floor at Nationals in New Orleans in 2023; and

WHEREAS, Clarissa placed 1st in bars, beam and All Round at California State NGA Championship in 2024; and

NOW THEREFORE BE IT PROCLAIMED THAT, the Mayor and City Council hereby recognize and honor.

Clarissa Lanteigne

AND, BE IT FURTHER PROCLAIMED that the City Council extends its warmest congratulations for her passion and dedication in representing California as a Gymnastics Diamond Level Competitor.

DATED: May 14, 2024

Jeanette Zamora-Bragg, Mayor

Patricia Nolen, Vice-Mayor

Sidonio "Sid" Palmerin, Council Member

Jerry Robertson, Council Member

Greg Ojeda, Council Member

Proclamation No. 2024-06

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING CORCORAN PANTHERS VARSITY BOYS BASKETBALL TEAM**

WHEREAS, The Corcoran Panthers Varsity Boys Basketball Team won the first round of state playoffs with a 77-63 win over Bernstein, the second state playoff win ever for boys basketball; and

WHEREAS, The Corcoran Panthers Varsity Boys Basketball Team won the Tulare Holiday Classic and went undefeated in the East Sequoia League on their way to a school-record 23-game win streak; and

WHEREAS, The Corcoran Panthers Varsity Boys Basketball Team finished with an overall record of 28-4 for the season; and

NOW THEREFORE BE IT PROCLAIMED THAT, the Mayor and City Council hereby recognize and honor

*Corcoran Panthers Varsity Boys
Basketball Team*

AND, BE IT FURTHER PROCLAIMED that the City Council extends its warmest congratulations on their hard work and dedication in representing Corcoran High School..

DATED: May 14, 2024

Jeanette Zamora-Bragg, Mayor

Patricia Nolen, Vice-Mayor

Sidonio "Sid" Palmerin, Council Member

Jerry Robertson, Council Member

Greg Ojeda, Council Member

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM #: 6-A**

MEMORANDUM

TO: Corcoran City Council

FROM: Valerie Bega, Transit and Grants Manager

DATE: 5/6/2024

MEETING DATE: 05/14/2024

SUBJECT: 5311 Fiscal Year 2024-2025, Operating Assistance, and Certifications and Assurances

RECOMMENDATION: (Voice Vote)

That the Council authorizes the City Manager and the Transit and Grants Manager to sign on their behalf for the Federal Fiscal Year 2024-2025 FTA Certifications and Assurances Signature Page committing the Council and City of Corcoran to comply with all Federal Statutes, Regulations, Executive Orders, and Federal Requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2024-2025.

DISCUSSION:

Before the FTA can award a federal grant or agreement, the applicant must submit all certifications and assurances pertaining to itself and its project or projects as required by Federal laws and regulations.

Since 1995, FTA has consolidated the various certifications and assurances that may be required into a single document for publication in the Federal Register.

The City of Corcoran uses FTA funding for its Transit service. This includes funding for operations, expansion of services and capital improvements. Because of these applications and contracts, the City is required to file the attached certifications and assurances.

Through FTA 5311, the City of Corcoran's Transit Division will receive \$125,065 in Operating Assistance

City Offices:

832 Whitley Avenue * Corcoran, CA 93212 * Phone 559.992.2151 * www.cityofcorcoran.com

BUDGET IMPACT:

None. These certifications, and assurances are required to obtain the Federal Funds the City of Corcoran's Transit Division uses for its operation.

ATTACHMENTS:

Resolution No. 4031

RESOLUTION NO. 4031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C.
SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
DELEGATING AUTHORITY TO EXECUTE ALL NECESSARY DOCUMENTS**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1f and FTA C 9050.1); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation project for the general public for the rural transit an intercity bus; and

WHEREAS, the City of Corcoran desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Kings County; and

WHEREAS, the City of Corcoran has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the *City Council* does hereby Authorize the *City Manager, and the Transit and Grants Manager* to file and execute applications on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1G), as amended, and pursuant to Section 5339 of the Federal Transit Act (FTA C 5100.1), as amended.

That *City Manager, and Transit and Grants Manager* is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That *City Manager, and the Transit and Grants Manager* is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 and/or Section 5339 projects.

That *City Manager, and the Transit and Grants Manager* is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 and or Section 5339 project(s).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Janette Zamora-Bragg, Mayor

ATTEST: _____
Marlene Spain, City Clerk

CLERKS CERTIFICATE

I, Marlene Spain, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 14th day of May 2024, by the vote as set forth therein.

DATED:

Marlene Spain, City Clerk

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM # 6-B**

MEMORANDUM

TO: Corcoran City Council

FROM: Tina Gomez, Deputy City Clerk

DATE: May 10, 2024

MEETING DATE: May 14, 2024

SUBJECT: Informational Update on Kings Waste and Recycling Authority (KWRA).

DISCUSSION

Parveen Sandhu, Executive Director of KWRA will be giving information and update on Kings Waste and Recycling Authority (KWRA).

BUDGET IMPACT

None

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM #: 6-C**

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, Assistant to City Manager/City Clerk

DATE: May 9, 2024 MEETING DATE: May 14, 2024

SUBJECT: Approve Resolution No. 4032 requesting and consenting to Consolidation of Elections and Specification of the Election Order and Resolution No. 4033 requesting the Kings County Board of Supervisors authorize the County Registrar of Voters to Render Specific Services to the City of Corcoran.

Recommendation:

Approve Resolutions No. 4032 and 4033, Authorizing the Consolidation of the Regular Municipal Elections for Corcoran City Council on Tuesday, November 5, 2024, with other elections to be held in and administered by the County of Kings on that date, and request the Kings County of Board of Supervisors to authorize the County Registrar of Voters to conduct the election.

Discussion:

The Resolutions request the County of Kings Board of Supervisors to consolidate the City's election and authorizes the County Clerk to provide election services to the City of Corcoran.

The Kings County Elections Office has done an efficient and effective job for the City of Corcoran in previous elections. They have the appropriate equipment systems in place. The Elections Office will be accepting the nomination papers, preparing, and mailing the ballots, set-up and operate polling places, count results, and certify the election results.

The City has two terms ending in 2024, those of Mayor, Jeanette Zamora-Bragg and Vice-Mayor, Patrica Nolen. The nomination period for the November 5, 2024, election begins on Monday, July 15, 2024, and closes on Friday, August 9, 2024; unless an incumbent eligible for re-election does not file nomination documents, the filing period would be extended to August 14, 2024, at 5:00 p.m. Candidates will go to the Kings County Elections Department to obtain and file nomination documents.

City Offices

Budget:

The County will invoice the City for the direct cost of the elections. The City is responsible for paying a proportionate share of reasonable costs. The cost of the election will be included in the proposed FY 2024-25 City Council Budget.

Attachments:

Resolution No. 4032

Resolution No. 4033

Candidate Information Flyer

Candidate Resource Guide- 2024

RESOLUTION NO. 4032

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
REQUESTING THE KINGS COUNTY REGISTRAR OF VOTERS TO RENDER
SPECIFIC SERVICES TO THE CITY OF LEMOORE**

WHEREAS, pursuant to the Elections Code, the governing body of any City may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the City relating to the conduct of an election; and

WHEREAS, the City of Corcoran has ordered an At-Large election be held; and

NOW, THEREFORE, BE IT RESOLVED

The Board of Supervisors of Kings County is hereby requested to permit the County Registrar of Voters to render services to the City of Lemoore relating to the conduct of the November 5, 2024 Municipal Election as follows:

1. Distribute and file nomination papers and candidate statements for City offices.
2. Make all required publications.
3. Prepare, print and mail to the qualified electors of the City of Corcoran sample ballots and voter pamphlets.
4. Provide vote by mail ballots for said Municipal Election for use by the qualified electors who may be entitled to vote by mail ballots in the manner provided by law.
5. Order consolidation of precincts, appoint precinct boards, designate polling places, and instruct election officer concerning their duties.
6. Conduct and canvass the returns of the election and certify the votes cast to the City.
7. Receive and process Vote by Mail voter applications.
8. Prepare, print, and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
9. Recount votes, if requested, in accordance with State law.
10. Conduct the above election duties in accordance with the Voting Right Act of 1975.
11. Perform all other pertinent services required to perform for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk or Deputy City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

PASSED AND ADOPTED by the City Council of the City of Corcoran at a regular meeting held on the 14th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Marlene Spain, City Clerk

APPROVED:

Jeanette Zamora-Bragg, Mayor

RESOLUTION NO. 4033

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
CALLING GENERAL MUNICIPAL ELECTION CONSOLIDATION WITH KINGS
COUNTY TO THE CONDUCT OF THE MUNICIPAL ELECTION
TO BE HELD IN THE CITY OF CORCORAN, NOVEMBER 5, 2024, AND
APPROPRIATING FUNDS TO PAY FOR SAID SERVICES**

WHEREAS, the next Statewide General Election will take place on November 5, 2024;
and

WHEREAS, the City of Corcoran will hold a Regular Municipal Election on Tuesday,
November 5, 2024 for the election of three (2) Council Members, for full four-year terms,
Jeanette Zamora-Bragg
Patricia Nolen

WHEREAS, the City Council of the City of Corcoran has enacted Ordinance 404
pursuant to Government Code Section 36503.5 requiring its General Municipal Election to be
held on the same day as the Statewide General Election; and

WHEREAS, said Ordinance has been approved by the Kings County Board of
Supervisors; and

WHEREAS, it is the desire of the City Council of Corcoran to adopt a Resolution
requesting the Board of Supervisors of the County of Kings to consolidate said election with the
Statewide General Election as provided in the State of California Codes 10400, 10402 and
10403, and

WHEREAS, the State of California Elections Code Section 10520 requires the City of
Corcoran to reimburse the County of Kings in full for the services performed upon presentation
of a bill to the City of Corcoran.

NOW, THEREFORE, BE IT RESOLVED that the City of Corcoran hereby requests
the Board of Supervisors of the County of Kings to consolidate the Municipal Election and the
Statewide General Election on November 5, 2024 which may be held in whole or in part of the
territory of the City of Corcoran as provided in Elections Code Sections 10400, 10402 and
10403; and

BE IT FURTHER RESOLVED that all candidates are to pay for the publication of the
Candidate's Statement, pursuant to Elections Code Section 13307. The limitation on the number
of words that a candidate may use in his/her Candidate's Statement of Qualifications is 200
words; and

BE IT FURTHER RESOLVED that a sum be appropriated and set aside from the
General Funds of the City of Corcoran to reimburse the County of Kings for the actual costs
incurred by the County Elections Official of the County of Kings in conducting the general
municipal election for the City of Corcoran pursuant to Elections Code Section 10520.

PASSED AND ADOPTED by the City Council of the City of Corcoran at a regular

meeting held on the 14th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marlene Spain, City Clerk

Jeanette Zamora-Bragg, Mayor

NOVEMBER 5, 2024 GENERAL ELECTION

CANDIDATE

INFORMATION

NIGHT

Information will be offered to all community members interested in running for city, school, and special district offices in the November 5, 2024 General Election.

JUNE 19, 2024
6PM TO 8PM

Kings County Gov. Center
Multi-Purpose Room Bldg. 1
1400 W. Lacey Blvd.
Hanford

email: elections@countyofkings.com
for more info.

Presented by:
The Kings County Elections Department

CANDIDATE RESOURCE GUIDE
NOVEMBER 5, 2024
PRESIDENTIAL GENERAL ELECTION



Prepared by:
County of Kings Elections Department
Elections@CountyofKings.com
VoteKingsCounty.com

NOTICE

This Candidate Resource Guide has been prepared to assist you in filing documents relating to the election. It includes a calendar of events and summary of provisions and filing requirements. It is not intended to provide legal advice and is for general guidance only. The Registrar of Voters strongly encourages any prospective candidates to seek legal advice to assist in complying with the applicable California laws, including the California Elections Code and California Government Code.

Please note that it is not within the purview of this office to determine whether a candidate meets the requirements for holding office. Individuals with questions concerning their own or other candidate qualifications or other related matters should seek legal counsel.

Candidates and others using this Resource Guide must bear full responsibility to make their own determinations as to all legal standards, duties and factual material contained therein.



COUNTY OF KINGS ELECTIONS DEPARTMENT

1-800-289-9981 ext. 4401 / 559-852-4401
FAX: (559) 585-8453

Lupe Villa
Registrar of Voters
1400 W. Lacey Blvd. Bldg. #7
Hanford, California 93230
Elections@CountyofKings.com

TO: Candidates, Campaign Managers and other Interested Parties
FROM: Lupe Villa, Registrar of Voters
SUBJECT: November 5, 2024, Presidential General Election
Candidate Resource Guide

This Candidate Resource Guide has been prepared to assist candidates filing for offices in the November 5, 2024, Presidential General Election. The guide provides a general overview of major events and valuable information related to critical deadlines for the candidate filing process, guidelines for candidate statements, and campaign finance disclosure filing requirements.

The candidate nomination process for the upcoming November 5, 2024, Presidential General Election will require that candidates filing for office schedule appointments when submitting their candidate nomination documents.

Candidates wishing to file for office must complete the Candidate Application form available at the Elections Department website at votekingscounty.com. The completed and signed Candidate Application form must be submitted electronically to the Elections Department at elections@countyofkings.com.

Upon receipt of the completed and signed Candidate Application form, a County of Kings Candidate Packet will be emailed to the candidate to the email address provided on the application. The County of Kings Candidate Packet consists of the following forms: Ballot Designation Worksheet, FPPC Form 700, FPPC Form 501 and/or FPPC Form 470. Upon completion of the County of Kings Candidate Packet, the candidate may call or email the Elections Department to schedule their in-office appointment to finalize their candidacy. A Candidate's Declaration of Candidacy forms will be created and ready for signing at their appointment. It is the candidate's responsibility to print and provide the ballot designation worksheet, FPPC Form 700, FPPC Form 501, and/or the FPPC Form 470.

The County of Kings Elections Department is committed to providing guidance and quality service to you, your campaign and to the voters of Kings County. Questions regarding the candidate nomination process may be directed to elections@countyofkings.com or call us at (559) 852-4401.

Sincerely,
Lupe Villa
Registrar of Voters

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CALENDAR OF EVENTS

PRESIDENTIAL GENERAL ELECTION

NOVEMBER 5, 2024

All code sections are the Elections Code, unless otherwise noted. Following the filing period dates, the number of days prior to or after the election is provided (E = Election Day, followed by the number of days prior to (-) or after (+) Election Day.) If there is an asterisk by the date, the deadline falls on a weekend or holiday and, in most cases, has been moved to the next business day.

DATES	EVENT
<p>July 15- August 9 (E-113 thru E -88)</p>	<p>NOMINATION PERIOD – LOCAL ELECTIONS CONSOLIDATED WITH THE PRESIDENTIAL GENERAL ELECTION First and last day for candidates in elections consolidated with the Presidential General Election to file nomination documents. See procedures for Candidate Statements. (E. C. §§ 10407 and 10510)</p>
	<p>CANDIDATE STATEMENTS – LOCAL ELECTIONS CONSOLIDATED WITH THE PRESIDENTIAL GENERAL ELECTION (Including Judicial Candidates Nominated at Primary Election) During this period candidates for a local nonpartisan office may file a candidate statement not to exceed the word limitation prescribed by the governing body (200 or 400 words) for inclusion with the sample ballot. The statement shall be filed no later than the last day to file nomination documents. (E. C. §§ 10540 and 13307)</p>
	<p>CANDIDATE STATEMENTS — CONGRESSIONAL AND STATE LEGISLATIVE CANDIDATES During this period candidates for congressional and state legislative office may submit a statement for inclusion in the Voter Information Guide. State legislative candidates must agree to voluntarily limit their campaign expenditures. The statement shall not exceed 250 words. If office is to be voted on in more than one county, candidate must file a statement individually with each county in which their statement is to be printed. (Govt. Code §§ 85601 and 88001(i) and E.C. §13307.5)</p>
<p>July 30 (E-98)</p>	<p>CHANGE OF CANDIDATE DESIGNATION ON BALLOT Last day that any nominated candidate may request in writing a different ballot designation than used at the March 5, 2024, Presidential Primary Election. For Federal and State offices, the written request should be made to both the Secretary of State and the county elections official. For local offices, the request should be filed with the county elections official. (E. C. § 13107 (e))</p>
<p>August 9 5:00 P.M. (E-88)</p>	<p>CONSOLIDATION OF ELECTIONS Last day for local jurisdictions to file a resolution with the Board of Supervisors and the Elections Office requesting consolidation with the Presidential General Election. (E. C. §§ 10401 and 10403)</p>

	<p>NOMINATION PERIOD DEADLINE Last day for candidates to file nomination documents. Fax not acceptable. (E.C. §§ 10407 and 10510)</p> <p>CANDIDATE STATEMENTS FOR LOCAL NONPARTISAN CANDIDATES Last day for candidates (including nonpartisan candidates nominated at the March 5, 2024, Presidential Primary Election) to file statement not to exceed the word limitation (200 or 400 words). Statement shall be filed no later than the last day to file nomination documents. (E. C. § 13307)</p> <p>CANDIDATE STATEMENTS — CONGRESSIONAL AND STATE LEGISLATIVE CANDIDATES Last day candidates for congressional and state legislative office may submit a statement for inclusion in the official sample ballot booklet. If office is to be voted on in more than one county, candidate must file a statement individually with each county in which their statement is to be printed. The statement shall not exceed 250 words. (Govt. Code §§ 85601 and 88001(i) and E. C. §13307.5)</p> <p>NOTE: State Legislative candidates must agree to voluntarily limit their campaign expenditures. (Govt. Code § 85601 (b))</p> <p>CANDIDATE WITHDRAWAL – SPECIAL DISTRICTS No candidate, including incumbent, whose declaration of candidacy has been filed, may withdraw after this date except when nomination period has been extended for that office. (E. C. §§ 10510 (a) and 10603 (b))</p> <p>NOTE: Candidates nominated at preceding Primary Election may not withdraw.</p> <p>FORM 700 – CANDIDATE STATEMENT OF ECONOMIC INTEREST Candidates must file a Form 700 no later than 5:00 p.m. on the last day of the nomination period. (Gov. Code §87302.3(a))</p>
<p>August 10 – August 14 (E-87 thru to E-83)</p>	<p>NOMINATION EXTENSION PERIOD – HEALTH CARE, SPECIAL DISTRICTS AND WATER REPLENISHMENT DISTRICTS If nomination documents for the incumbent are not filed by 5:00 p.m. on August 9, the nomination period shall be extended until August 14, 5:00 p.m. for persons other than the incumbent. (E. C. §§ 8024 and 10516)</p> <p>NOTE: The extension does not apply where there is no incumbent eligible to be elected.</p>
<p>August 10 – August 19 (E-87 thru E-78)</p>	<p>PUBLIC EXAMINATION PERIOD – CANDIDATE STATEMENTS/CANDIDATE NAMES AND BALLOT DESIGNATIONS During this period, candidate statements, candidate names and ballot designations shall be open to public examination. A fee may be charged to any person obtaining a copy of the material. Any person may challenge the</p>

	<p>aforementioned candidate information by filing a petition for writ of mandate no later than August 19. (E. C. §13313)</p> <p>NOTE: If the nomination period is extended for a particular office, the examination period for that office shall be adjusted to start on August 15.</p>
<p>August 14 (E-83)</p>	<p>WRITE-IN PETITION TO PLACE JUDICIAL OFFICE ON BALLOT If the office did not appear on the Primary Election ballot, a petition containing signatures of 600 registered voters qualified to vote for the office must be filed in order to place the office on the Presidential General Election ballot. (E. C. § 8203)</p>
	<p>PETITION TO HOLD ELECTION – SPECIAL DISTRICTS AND SCHOOLS Last day to file a petition signed by 10% or 50 voters (whichever is the smaller number) in the district, trustee area or division requesting that an election be held if nominees do not exceed offices to be filled. (E. C. § 10515 and Ed. Code § 5326)</p>
<p>August 14 (E-83)</p>	<p>APPOINTMENT – NO ELECTION (SPECIAL DISTRICTS) If only one person or no person has filed a declaration of candidacy and if a petition to hold an election has not been filed by this date, a certificate shall be submitted to the Board of Supervisors requesting appointment of the candidates or, if there are no candidates, appointment of any qualified person no later than December 2. (E.C. § 10515) (*Cities have different guidelines per E. C. § 10229)</p>
	<p>PARTY ENDORSEMENT LIST The chair of any qualified political party may provide a written copy of the list of candidates endorsed or nominated by the party. Such a list shall be provided not later than 83 days prior to the candidate for a voter nominated office to appear on the ballot. (E.C. § 13302(b))</p>
	<p>CANDIDATE WITHDRAWAL – NOMINATION EXTENSION PERIOD – SPECIAL DISTRICTS Last day a candidate may withdraw declaration of candidacy papers when nomination period has been extended for that office. (E. C. §§10516 and 10604)</p>
<p>August 15 (E-82) 11:00 A.M.</p>	<p>RANDOMIZED ALPHABET DRAWING BY SECRETARY OF STATE The Secretary of State shall hold a public drawing to determine the order of candidate names on the ballot by randomly drawing each letter of the alphabet. (E. C. § 13112)</p>
	<p>RANDOMIZED ALPHABET DRAWING FOR SHARED LEGISLATIVE DISTRICTS (Registrar of Voters) A public drawing shall be held to determine the order of candidate names on the ballot for state legislative districts that encompass more than one county by randomly drawing each letter of the alphabet. (E. C. § 13111 (i))</p>

<p>August 29 (E-68)</p>	<p>CERTIFIED LIST OF CANDIDATES AND ROTATION LIST Last day for Secretary of State to transmit the certified list of candidates and rotation list to each elections official. (E. C. §§ 8148 and 8149)</p> <p>DEATH OF CANDIDATE Last day for the name of a deceased candidate to be removed from the ballot. Facts regarding death must be ascertained at least 68 days prior to the election. (E. C. § 10529 and Ed. Code § 5329)</p> <p>NOTE: This provision does not apply under certain circumstances as set forth in (E. C. §§ 8026 and 8027).</p>
<p>September 9 – October 22 (E-57 thru E-14)</p>	<p>STATEMENT OF WRITE-IN CANDIDACY A name written on a ballot in any election will not be counted unless the person has filed a statement of write-in candidacy during this period stating that he or she is a write-in candidate for the election. (E. C. §§ 8600 and 8601)</p>
<p>September 26 – October 15 (E-40 thru E-21)</p>	<p>STATE VOTER INFORMATION GUIDE MAILED Between these dates, a state Voter Information Guide shall be mailed to all registered voters. (E. C. § 9094)</p>
<p>October 7 (E-29)</p>	<p>MAILING OF VOTE-BY-MAIL BALLOTS No later than 29 days before the day of the election, the county elections official shall begin mailing the materials required by Section 3010. (E. C. § 3001(b), 3010 and 3206)</p> <p>PROCESSING OF VOTE-BY-MAIL BALLOTS The processing of vote-by-mail ballots may commence on the 29th day before the election but the results of the tally shall not be released until after the polls close. (E. C. § 15101(b))</p>
<p>October 7 – October 29 (E- 29 thru E - 7)</p>	<p>REPLACEMENT VOTE-BY-MAIL Between these dates, any voter may request a Vote-by-Mail ballot be mailed to them if they have not received their original Vote-by-Mail ballot. The voter may designate an authorized representative to pick-up and return the ballot. (E. C. § 3001)</p>
<p>October 21 (E-15)</p>	<p>REGISTRATION CLOSES Last day to transfer or register to vote in the election. (E.C. § 2107)</p>
<p>October 22 – November 5 (8 pm) (E-14 thru Election Day)</p>	<p>NEW CITIZEN ELIGIBILITY TO REGISTER AND VOTE A new citizen is eligible to register and vote at the office of, or at another location designated by, the county elections official at any time beginning on the 14th day before an election and ending at the close of polls on the election day following the date on which that person became a citizen. (E.C. § 3500)</p>
<p>October 22 (E-14)</p>	<p>WRITE-IN CANDIDATE STATEMENT Last day for a candidate to file a statement of write-in candidacy and sponsor</p>

	signatures, if applicable, that he or she is a write-in candidate for the election. (E. C. §§ 8600 and 8601)
October 25 (E-11)	CERTIFIED LIST OF WRITE-IN CANDIDATES Suggested last date for Secretary of State to prepare and send to affected county elections officials a certified list of write-in candidates showing the name of every write-in candidate eligible to receive votes within the county at the Presidential General Election, their address and the offices to which they seek election.
October 26 (E-10)	TALLY CENTER LOCATION – PUBLICATION On or before this date a notice specifying the public place to be used as the tally center location for counting the ballots shall be published once in a newspaper of general circulation within the county. (E. C. § 12109)
October 30 – November 5 (8 pm) (E-6 thru Election Day)	IN-PERSON PICK UP OF VOTE-BY-MAIL BALLOT Between these dates, any voter may request a Vote-by-Mail ballot be picked up if they have not received their original Vote-by-Mail ballot. The voter may designate an authorized representative to pick-up and return the ballot on their behalf.
November 5 8:00 P.M. ELECTION DAY	ELECTION DAY Voting is from 7:00 a.m. to 8:00 p.m. (E. C. §§ 1200 and 14212)
	VOTE-BY-MAIL BALLOTS RETURNS – 8:00 P.M. Last day for vote-by-mail ballots to be turned in personally by the voter to the county elections official's office, any Vote Center or any Ballot Drop Box location in the county. An authorized representative may return the voted ballot under specified conditions. (E. C. §§ 3017 and 3020)
	Any vote-by-mail ballot cast under this division shall be timely cast if it is postmarked by Election day and received by the voter's elections official via the United States Postal Service or a bona fide private mail delivery company no later than seven days after election day in addition to the provisions set forth in E. C. 3020, Sections 1 and 2. (E. C. § 3020(b) Section 1 and 2)
November 7 (E+2)	OFFICIAL CANVASS The canvass of election returns shall commence no later than the first Thursday following the election. (E. C. § 15301)
December 5 (E+30)	COMPLETION OF OFFICIAL CANVASS The official canvass must be completed within 30 days of the election. (E. C. §§ 15301, 15400, 15401 and 15372)
	NOTE: On December 5, the Registrar is tentatively scheduled to certify the election results. On December 6, the Board of Supervisors is scheduled to declare the election concluded.

December 6 Noon	TAKING OF OFFICE – SPECIAL DISTRICTS Officers, elected or appointed, take office at noon on the first Friday in December following the election. (E.C. § 10554)
December 13 Noon	TAKING OF OFFICE – SCHOOLS Officers, elected or appointed, take office at noon on the second Friday in December following the election. (Ed Code § 5017)
December 13 (E+38)	STATEMENT OF VOTES CAST BY SECRETARY OF STATE Not later than this date, the Secretary of State shall compile, certify, and file in his/her office a statement of all votes cast. (E. C. § 15501)

GENERAL INFORMATION ON CANDIDATE FILING PROCEDURES

All candidates (except candidates for U.S. Senator, U.S. Representative and Superior Court Judge) must be registered voters at the time nomination documents are issued and otherwise qualified to vote for the office for which he or she is filing. (E.C. § 201)

State law requires that all nomination documents contain the candidate's name and the elective office title to which he or she is seeking nomination or election; and be signed by the elections official at the time of issuance. Verbal and written instructions regarding procedures to be followed in completing the nomination process are given to candidates or authorized agents when the forms are issued. Only official documents issued by the Elections Department may be used.

July 15 – August 9 (E-113 to E-88)	Candidate Nomination Period
August 12 – August 14 (E-87 to E-83)	Nomination Extension Period If eligible incumbent fails to file at the close of the Nomination Period.
September 9 – October 22 (E-57 to E-14)	Write-In Candidate Declaration Period

CANDIDATE CANNOT WITHDRAW – No candidate that has filed a declaration of candidacy may withdraw as a candidate (E.C. § 8800). Candidates for school districts or general districts are permitted to withdraw up to, and including the deadline date to file a declaration of candidacy for that office pursuant to (E.C. §§ 10510 and 10603). Withdrawal of candidacy, to be effected in writing, is permitted up to and including the deadline date to file a Declaration of Candidacy for that office (E.C. §§ 10224 and 10603).

BALLOT INFORMATION

NAME TO APPEAR ON THE BALLOT

The ballot name may be designated as follows:

- First, middle and last names
- Initials only and last name
- A nickname may be included but must be in parentheses () or quotation marks “ ”
- A short version of the first name, such as “Bill” for William, “Dick” for Richard or “Kathy” for Kathleen

No titles or degrees are allowed in the ballot name. (E.C. § 13106)

Within one year of any election, a change in legal name shall not appear on the ballot unless the change was made by marriage or by decree of court. (E.C. § 13104)

NOTE: On August 15, 2024, the County of Kings Elections Department shall hold a public drawing to determine the order of candidate names on the ballot by randomly drawing each letter of the alphabet.

BALLOT DESIGNATION PROVISIONS

SELECTING YOUR BALLOT DESIGNATION – The **ballot designation** describes the current profession, vocation, occupation, or incumbency status of the candidate that will appear on the ballot under the candidate’s name.

The listing of a designation on the ballot is **OPTIONAL**. This information becomes public record once the information is filed on the Declaration of Candidacy; ballot designations cannot be changed after the final date to file nomination documents Only one of the following categories is allowed:

Elective Office Title: Words describing an elective office title may be used IF the candidate holds the office at the time nomination documents are filed and the office was filled by a vote of the people.

Example A: Governing Board Member

Example B: Board member, XYZ School District

Incumbent: The word Incumbent may be used IF the candidate is seeking reelection to the same office and was elected to that office by a vote of the people or was appointed as a nominated candidate in lieu of an election.

Appointed Incumbent: The words Appointed Incumbent must be used IF the candidate was appointed to the office (other than a judicial office) and is seeking election to that office. The word Appointed may also be used with the office title.

Example A: Appointed Incumbent

Example B: Appointed Board member, XYZ School District

Principal Occupation: No more than three words to either describe the current principal profession, vocation, or occupation of the candidate or the principal professions, vocations, or occupations of the candidate during the calendar year immediately preceding the filing of nomination documents. Geographical names are considered one word.

Example A: High School Teacher
Example B: Attorney/Educator/Rancher
Example C: CEO/Councilmember

Community Volunteer: A Community Volunteer shall constitute a valid principal vocation or occupation subject to the following conditions:

- A candidate's community volunteer activities constitute his or her principal profession, vocation or occupation.
- A candidate may not use the designation of "community volunteer" in combination with any other principal profession, vocation or occupation.
- A candidate is not engaged concurrently in another principal profession, vocation or occupation.

No Occupation Desired: If no ballot designation is requested, write the word "NONE" and place your initials in the space provided for ballot designation on the Declaration of Candidacy form.

BALLOT DESIGNATION WORKSHEET – A Ballot Designation Worksheet that supports the use of that ballot designation is required to be filed with the Elections Department at the same time as the Declaration of Candidacy. If a candidate fails to file a Ballot Designation Worksheet, no designation will appear on the ballot. (E. C. § 13107.3)

REJECTION OF BALLOT DESIGNATION – If the designation is in violation of any of the restrictions set forth in the California Elections Code, the candidate will be notified by certified mail with a return receipt addressed to the mailing address appearing on the candidate's ballot designation worksheet. If an alternative designation is not provided within the time allowed, no designation will appear on the ballot. (E. C. § 13107(f))

UNACCEPTABLE DESIGNATIONS – Pursuant to Elections Code § 13107(e), the elections official shall not accept a ballot designation if:

- It would mislead the voter.
- It would suggest an evaluation of a candidate, such as outstanding, leading, expert, virtuous, or eminent.
- It abbreviates the word "retired" or places it following any word(s) that it modifies.
- It includes a word or prefix, such as "former" or "ex-," which means a prior status. The only exception is the use of the word "retired."
- It includes the name of any political party, whether or not it has qualified for the ballot.
- It uses a word(s) referring to a racial, religious or ethnic group.
- It refers to any activity that is prohibited by law.

CANDIDATE NOMINATION PROCESS

BALLOT DESIGNATION WORKSHEET

If a candidate submits a ballot designation, the "Ballot Designation Worksheet" shall be filed with the elections official at the time the candidate files his or her Declaration of Candidacy Form. If the candidate fails to file a Ballot Designation Worksheet, no designation shall appear under the candidate's name on the ballot.

DECLARATION OF CANDIDACY

The Declaration of Candidacy Form is a two-sided form used to declare your candidacy, provide your ballot designation, and take the oath. This form contains the candidate's name as it will appear on the ballot. Once filed, these forms are public information. A prospective candidate must execute the Declaration of Candidacy and file it with the County Elections Department.

NOTE: THIS FORM MUST BE NOTARIZED IF NOT SIGNED BEFORE THE COUNTY ELECTIONS OFFICIAL. (E.C. 8000, 8028 and 8040)

CANDIDATE STATEMENT OF QUALIFICATIONS

California law permits specified candidates to file a candidate statement to be printed and mailed to voters in the Official Voter Information Guide. **STATEMENTS MUST BE FILED WHEN THE CANDIDATE FILES THEIR DECLARATION OF CANDIDACY.**

Statement is optional and may include the candidate's age and occupation.

- Statements may not include references to other candidates.
- No changes are allowed after a statement is filed, unless there are issues with Elections Code compliance or Court ordered changes.
- No reference to candidate's political party preference nor any partisan political membership or activity is permitted.

ESTIMATED COST

The estimated cost of the Candidate Statement of Qualifications will be emailed to the candidate when the Elections Department emails the County of Kings Candidate Packet. The estimated cost is determined prior to all information being available; therefore, it is an approximation of the actual cost that varies from election to election and may be significantly more or less depending on the number of registered voters within the district. If only one Candidate files for the office resulting in the office not appearing on the ballot, the cost of the Candidate Statement will be refunded to the Candidate and the Statement will not be printed.

FORMAT

Local agencies determine the maximum amount of words allowed, unless otherwise noted it is 200 words. Text submitted as indented or centered will be typed in block paragraph form. Entire statements in all capital letters are not acceptable. Indentations, circles, stars, dots, italics and/or bullets cannot be accommodated. Statements submitted not conforming to this format will be reformatted per these requirements. However, you may use dashes/hyphens (-). Enhanced words that are underscored and/or CAPITALIZED are to be clearly indicated. The pronoun "I" is not counted as an enhanced word.

All statements should be checked by the candidate for spelling and punctuation as the elections official is not permitted to edit any content contained therein. It is recommended that you do not use dashes or hyphens at the end of a line.

PUBLIC EXAMINATION PERIOD

Candidate statements are confidential until after the close of the nomination period. (E.C. § 13311) Once the filing period closes, the statements are open to public examination for a ten (10) calendar day period. If the nomination period is extended for a particular office, the statements for that office are open to public examination for a ten (10) calendar day period once the extension closes. A fee may be charged to any person wishing to obtain a copy of the material. During the public examination period, any person may file a writ of mandate or an injunction to require any or all of the content/data to be amended or deleted.

WORD COUNTING GUIDELINES

The following guidelines are used by the Elections Department for counting words on candidate statements, ballot measure text, arguments, rebuttals and other ballot enclosures. The guidelines do not apply to ballot designations for candidates. If the text exceeds the specified 200 or 400 word limit, the author will be asked to delete words or change text until the statement conforms to requirements.

- **Punctuation Marks** are not counted. Symbols such as “&” (and), and “#” (number/pound) are not considered punctuation and each symbol is counted as one (1) word.
- **The Words** "I", "a", "the", "and", "an" are counted as individual words.
- **Proper Nouns**, such as geographical names, and names of persons or things, as one (1) word
Example: “Gus Enwright” = 1 word
“City of Los Angeles” = 1 word
“Dalai Lama” = 1 word
- **Abbreviations** such as acronyms or abbreviations for a word, phrase, or expression are counted as one (1) word.
Example: UCLA, PTA, USMC, KCDSA, U.S.M.C.
- **Hyphenated Words** that appear in any generally available standard reference dictionary published in the U.S. at any time within the last 10 calendar years immediately preceding the election are counted as one (1) word.
Example: Attorney-at-law
- **Dates** are counted as one (1) word.
Example: March 5, 1996; 3 November, 2020; 11/03; 07/13/2020
- **Telephone/ Fax Numbers** are counted as one (1) word.
Example: 1-800-289-9981 ext. 4401; (559) 852-4401
- **Internet Websites/E-Mail Addresses** are counted as one (1) word.
Example: VoteKingsCounty.com
Elections@CountyofKings.com

CAMPAIGN DISCLOSURE FORMS

FORM 700 – Statement of Economic Interests	Every candidate is required to file a Statement of Economic Interests, commonly referred to as the Form 700.
FORM 501 – Candidate Intention Statement	The Form 501 is filed each election by candidates for state or local office before raising or spending funds.
FORM 410 – Statement of Organization/ Termination	The Form 410 must be filed within 10 days of receiving or spending \$2,000 in contributions. When filing the Form 410, include a \$50 payment made payable to the Secretary of State. If your committee has not yet reached the \$2,000 threshold, mark the “not yet qualified” box. The \$50 fee is requested at this time but is not legally required until the group qualifies as a committee.
FORM 460 – Recipient Committee Campaign Statement	The Form 460 is filed by recipient committees to report expenditures and contributions. The Form 460 can be used to file a pre-election statement, semi-annual statement, quarterly statement, termination statement, special odd-year report, or an amendment to a previously filed statement.
FORM 470 – Officeholder and Candidate Campaign Statement	The Form 470 is filed by officeholders and candidates who do not have a controlled committee, do not receive contributions/make expenditures totaling \$2,000 or more during the calendar year.
FORM 497 – 24- Hour/ 10- Day Contribution Report	The Form 497 is filed by state and local committees making or receiving contribution(s) whose combined total is \$1,000 or more in the 90 days before an election, committees reporting contributions of \$5,000 or more in connection with a state ballot measure, and state candidates as well as state ballot measure committees that receive \$5,000 or more at any time other than a 90-day election cycle.

All Candidates are responsible for filing the appropriate Campaign Disclosure Forms. All State Candidates and Committees must file the original campaign statements with the Secretary of State. Local Candidates must file original campaign statements with the Kings County Elections Department. City Council candidates must file original campaign statements with the City Clerk.

Candidates for Federal Offices must file with the Federal Election Commission.

All FPPC fillable forms are available at <http://www.fppc.ca.gov/forms.html>

CAMPAIGN DISCLOSURE REPORTING REQUIREMENTS

PLEASE READ CAREFULLY

The Political Reform Act imposes certain duties and obligations on candidates, officeholders, committee treasurers and others participating in the political process.

For example:

- Detailed records must be maintained for all financial activity, and contributions received for political purposes must not be commingled with personal funds.
- Campaign statements must be filed at specified times disclosing contributions received, expenditures made, and other financial information. In some cases, candidates can avoid filing long form campaign statements by submitting a "Candidate and Officeholder Campaign Statement Short Form (Form 470)."
- Campaign statements must be hand delivered or postmarked as first-class mail by the legal filing deadline date established by law. NOTE: The second pre-election statement must be filed in person or guaranteed overnight delivery. Mail which is not received by the filing officer shall be presumed not to have been sent unless the filer possesses a postal receipt establishing the date of the deposit, and the name and address of the addressee.
- The Political Reform Act provides a formula for assessing late fines of original campaign statements filed in our office. The fine is \$10 per day, starting the day after the filing deadline, until the statement is filed; however, no liability may exceed the cumulative amount of reported contributions, expenditures, of the Form 460 or \$100, whichever is greater.

Failure to submit a required statement is a misdemeanor. **Persons who fail to submit required statements are referred to the Fair Political Practices Commission.**

Unsigned forms are incomplete and are not considered filed until they are signed.

UNSUCCESSFUL CANDIDATES

Defeated candidates must file campaign disclosure reports until the campaign committee has been terminated by filing Form 410.

POLITICAL SIGNAGE

Department of Transportation	<p>Section 5405.3 of the State Outdoor Advertising Act exempts the placing of Temporary Political Signs from normal outdoor advertising display requirements.</p> <p>A Temporary Political Sign meets the following criteria</p> <ol style="list-style-type: none"> 1. Encourages a particular vote in a scheduled election. 2. Is placed not sooner than 90 days prior to the scheduled election and is removed within 10 days after that election. 3. Is no larger than 32 square feet. 4. Has had a Statement of Responsibility filed with the Department of Transportation certifying a person who will be responsible for removing the sign. <p>A completed Statement of Responsibility (available at https://dot.ca.gov/programs/traffic-operations/oda/political-signs) must be submitted to:</p> <p>Division of Traffic Operations Outdoor Advertising Program P.O. Box 942874, MS-36 Sacramento, CA 94274-0001.</p> <p>Temporary Political Signs shall not be placed within the right-of-way of any highway, or within 660 feet of the edge of and visible from the right-of-way of a classified "Landscaped freeway."</p>
County of Kings	Please contact the Director of Public Works for the County of Kings at (559) 852-2698 for questions regarding Political Signage.
City of Avenal	Please contact the City Clerk for the City of Avenal at (559) 386-5782 for questions regarding Political Signage.
City of Corcoran	Please contact the City Clerk for the City of Corcoran at (559) 992-2151 ext. 235 for questions regarding Political Signage.
City of Lemoore	Please contact the City Clerk for the City of Lemoore at (559) 924-6744 ext. 700 for questions regarding Political Signage.
City of Hanford	Please contact the City Clerk for the City of Hanford at (559) 585-2515 for questions regarding Political Signage.

ELECTION RESULTS/ CANVASS

TABULATION OF ELECTION RESULTS

Can a candidate view all parts of the ballot counting process?

Yes, the ballot counting process is open to public observation. If you wish to observe the process, you may go to the lobby to check in and be provided with an observer's badge. Tours are available.

How/where are results available on election night?

Website: Results are available on the Internet at VoteKingsCounty.com

In person: You are welcome to come to the Central Count Location which is open for public observation. Hard copies of the election results will also be available.

Are election night results final?

No, California State law allows a specified period after the election for the completion of the official canvass. Results released on election night are semi-official.

POST ELECTION NIGHT RESULTS

Supplemental counts of outstanding ballots will be scheduled to begin approximately 3 days after the election. These counts are conducted to get the majority of Vote-by-Mail and provisional ballots tallied during the canvass process.

Outstanding ballots include:

- Vote-by-Mail ballots
- Write-in ballots
- Provisional and Conditional ballots voted at our office and in-person voting locations

Semi-official election results are updated following a supplemental count. If a race is very close, the outcome may not be known until the canvass is complete.

CANVASS/CERTIFICATION

Canvass is the process of reconciling Election Day data and the supplemental counting of vote-by-mail ballots turned in at the Vote Center locations, including provisionally cast and write-in ballots. The numbers of voted ballots reported by Vote Center staff and vote-by-mail ballots are matched to the computer tally. California law permits 30 days to complete the official canvass and certify the final results of the election. The law recognizes the complexity of completing the ballot count and conducting a thorough audit of the election results to ensure accuracy. Part of the canvass process is a legally required manual recount of the votes cast for all candidates and measures on the ballot in 1% of all of the voting precincts in an election. This manual process verifies the accuracy of the computer count.

CONTACT INFORMATION

KINGS COUNTY ELECTIONS DEPARTMENT	
1400 W. Lacey Blvd. Bldg. #7 Hanford CA, 93230	Phone: 1-800-289-9981 ext. 4401 / 559-852-4401 FAX: 559-585-8453 elections@countyofkings.com votekingscounty.com
SECRETARY OF STATE (SOS)	
ELECTIONS DIVISION 1500 11th Street, Fifth Floor Sacramento, CA 95814	Phone: 916-657-2166 Fax: 916-653-3214 www.sos.ca.gov/election
POLITICAL REFORM DIVISION 1500 11th Street, Room 495 Sacramento, CA 95814	Phone: 916-653-6224 Fax: 916-653-5045 www.sos.ca.gov/campaign-lobbying
INVESTIGATIVE SERVICES 1500 11th Street, 2nd Floor Sacramento, CA 95814	Phone: 916-657-2166 Fax: 916-653-3214
FAIR POLITICAL PRACTICES COMMISSION (FPPC)	
1102 Q St. Suite 3000 Sacramento, CA 95811	Technical Assistance: Phone: (866) 275-3772 Fax: (916) 322-0886 www.fppc.ca.gov
KINGS COUNTY DISTRICT ATTORNEY	
1400 W. Lacey Blvd. Hanford, CA 93230	Phone: 559-582-0326 CountyofKings.com/departments/public-safety/district-attorney
CALIFORNIA ATTORNEY GENERAL	
P.O. Box 944255 Sacramento, CA 94244-2550	Phone: 916-210-6276 Toll Free: 1-800-952-5225 https://oag.ca.gov
FEDERAL ELECTION COMMISSION (FEC)	
999 "E" Street NW Washington, DC 20463	Phone: 1-800-424-9530 www.fec.gov

FREQUENTLY ASKED QUESTIONS

<p>How may I apply for office?</p>	<p>The candidate nomination process for the upcoming Election will require that candidates filing for office schedule appointments when submitting their candidate nomination documents.</p> <p>Candidates wishing to file for office must complete and turn-in the Candidate Application form available at the Elections Department website at VoteKingsCounty.com.</p>
<p>When is the Candidate Nomination Period?</p>	<p>The Candidate Nomination Period can be found on the Calendar of Events Section that begins on page 5. If an incumbent fails to file, an extension period of 5 days will be provided for non-incumbents to file.</p>
<p>May I have someone pick up my paperwork?</p>	<p>Yes. On the Candidate Documents Request the candidate must list a designee for who they wish to receive the paperwork.</p>
<p>Will all voters in Kings County receive a Vote By Mail Ballot?</p>	<p>Yes. Per AB 37 (2021), each county elections officials shall transmit vote-by-mail ballots for all elections to all voters who are, as of the last day on which vote-by-mail ballots may be transmitted to voters in connection with that election, registered to vote in that election.</p>
<p>What is a Candidate Statement?</p>	<p>A brief description of a candidate's education and qualifications to be included in the sample ballot and mailed to voters within an election jurisdiction. A candidate statement is optional. A candidate statement form is provided for this purpose along with instructions, provisions, and word limit and counting guidelines. The candidate statement fees and the word limit applicable to the district will be provided.</p>
<p>What is a Campaign Statement?</p>	<p>Specific campaign finance disclosure forms are required to report election campaign contribution and expenditure activities.</p>
<p>Will I be able to obtain up-to-date filing information?</p>	<p>Yes. You may obtain a list of the candidates who have been issued and have filed nomination documents from the Elections Department or via our website at votekingscounty.com</p>

Can a candidate change his/her mind about running for office after filing nomination documents?

Depending on the office, a candidate may not withdraw once his/her declaration of candidacy has been filed.

FREQUENTLY ASKED QUESTIONS (CONTINUED)

<p>Is it possible to correct the wording or spelling on a candidate statement after submission?</p>	<p>No. The statement may be withdrawn, but not changed, during the period for filing nomination documents. If you wish to withdraw your statement and not submit a new statement, you have until 5:00 p.m. of the next working day after the close of the nomination period. After this period, your statement cannot be withdrawn.</p>
<p>Can a credit card be used to pay a candidate statement fee or purchase voter material?</p>	<p>Yes. Credit cards, cash, money orders, cashiers or personal checks are the acceptable forms of payment. Checks for candidate statements (unless otherwise specified) are to be made payable to the County of Kings Elections Department.</p> <p>NOTE: Candidates for State or Federal Office must submit their filing fee payment by check or money order.</p>
<p>If a contest does not appear on the ballot due to an insufficient number of candidates, will a candidate statement fee be refunded?</p>	<p>Yes, a candidate statement fee will be refunded.</p>



City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM #: 6-D**

MEMORANDUM

TO: City Council

FROM: Kevin J. Tromborg: Community Development Director

DATE: May 09, 2024,

MEETING DATE: May 14, 2024

SUBJECT: Consideration of acceptance of Subdivision Agreement regarding Sub-Division 878 Phase 2 between the City of Corcoran and Stonefield Home Inc.

Recommendation: Staff recommend that after review, the City Council approve Subdivision Agreement between the City of Corcoran and Stonefield Home Inc. concerning subdivision 878 Phase 2

Discussion: On April 23, 2024, The Community Development staff presented Final Subdivision map 878 Phase 2 for approval. The City of Corcoran Community Development Director in conjunction with A&M Engineering (City Engineer) and our City Attorney have developed and approved this Subdivision agreement between the City of Corcoran and Stonefield Home Inc. concerning Phase 2 of Subdivision tract 878.

Budget Impact: There is no impact on the General fund.

Attachments

1. Signed Subdivision Agreement Exhibit A, B, C
2. Labor and Materials Bond
3. Performance Bond

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

CITY OF CORCORAN)
832 Whitley Avenue)
Corcoran, CA 93212)
Attention: City Clerk)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into on this ___ day of _____, 2024 (the "Effective Date") by and between _____, a _____ ("Developer"), and the CITY OF CORCORAN, a California municipal corporation ("City") (collectively, the "Parties").

RECITALS

- A. Developer is the owner of that certain real property generally bounded by Bainum Avenue, 6 ½ Avenue, Oregon Avenue and Dairy Avenue in the City of Corcoran, Kings County, California, and identified by Tract Map No. 878, as more particularly described in EXHIBIT A, attached hereto and incorporated herein by this reference (the "Property"). Developer has submitted an application to the City for the development of a Subdivision Map, Site Development Permit, and Use Permit to construct single family lots on the Property (the "Project").

- B. On January 8, 2007, the Planning Commission of the City of Corcoran ("Planning Commission") adopted Resolution No. 07-04, approving the tentative map for Tract No. 878, prepared by North Star Engineering Group, Inc., dated November 22, 2019, subject to certain conditions of approval (the "Conditions").

- C. The Conditions require either (1) that certain public improvements be constructed prior to approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of such improvements.

D. Developer has applied to City for final parcel map approval without having completed all required improvements and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 *et seq.*, may be amended from time to time (the "**Subdivision Ordinance**").

E. Developer has submitted plans, specifications and drawings for the improvements entitled "The Sequoias Unit 2, Phase 2" prepared by North Star Engineering Group, Inc. and dated November 18, 2019 (the "**Improvement Plans**"), which Improvement Plans have been approved by the City Engineer. The Improvements Plans are attached hereto as **EXHIBIT B** and incorporated by this reference.

F. City and Developer desire to enter an agreement providing for the construction and installation of the improvements in accordance with the Improvement Plans.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guaranty completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.

2. Duty to Install Improvements. Developer shall construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, all improvements required by the Conditions and/or described in the Improvement Plans (the "**Improvements**"), in accordance with such plans, all applicable federal, state and local laws, regulations and standards, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer in his or her reasonable discretion. Developer must also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "**Work**."

3. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts those Improvements in accordance with its policies and procedures. City shall exercise no control over the Improvements until City has formally approved and accepted those Improvements. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and formally approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate any and all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section 3, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to formal acceptance by City. Notwithstanding the above,

Developer shall make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

4. Commencement and Completion Date. Developer will notify City in writing at least 24 hours prior to the commencement of the Work. Developer will complete the Work within (24) months of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. This completion date may be extended by the City Engineer in consultation with the City Attorney, in City Engineer's sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 13 shall remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The estimated cost of the Work is six hundred twenty-seven thousand, six hundred fifty-five and forty-two cents United States Dollars (\$ 627,655.42). Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to approve or accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.

8. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer, in his or her

reasonable discretion, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work. Such qualified foreman or superintendent shall be present on the Property during the performance of any and all Work and may not be changed without advance notification to and approval of the City Engineer. Developer shall provide the City with emergency contact information for the foreman or superintendent prior to commencement of the Work.

9. Examination of Work. All the Work shall be completed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, during the performance of any part of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No Work shall be performed without inspection by City. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and workdays. If any Work is planned to be performed during non-working hours or workdays, there must be a request made in writing to City at least sixty-four (64) hours in advance. If an inspector is available for inspection during non-working hours or non-workdays, Developer shall pay the actual costs for such inspector as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

10. City's Inspection, Administration and Testing. Developer shall pay to City the actual cost for all inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The estimated cost for City Costs is twenty-five thousand dollars (\$ 25,000.00) (the "Estimated Cost"). Concurrently with the execution of this Agreement, Developer shall deposit an amount equal to the Estimated Cost with City for the payment of the City Costs. In the event that the Estimated Cost is insufficient to cover the actual City Costs incurred, Developer shall, upon notice in writing by the City Engineer, deposit such additional amount as may be required to pay the City Costs. Any amount of the Estimated Cost, initial deposit or additional amounts deposited remaining after payment of all City Costs will be returned to Developer. City may, at its discretion, deposit such funds in an interest-bearing account and retain any and all interest earned.

11. Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations, including the Subdivision Ordinance, and Labor Code §§ 1720 & 1770 *et seq.* regarding the payment of prevailing wages, if any, in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

12. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work. Prior to excavating within the public right of way for connections to public utilities, Developer must provide to the City documentation satisfactory to the City Engineer that the providers of such utility services have agreed to serve the Project.

13. Performance, Labor and Materials and Warranty Security. In accordance with the Subdivision Ordinance and the Subdivision Map Act, Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a

surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Ordinance.

13.1 Performance Bond. Developer shall furnish and deliver a performance surety bond, on the form attached in **EXHIBIT D**, in the amount of six hundred twenty-seven thousand, six hundred fifty-five and forty-two cents United States Dollars (\$ 627,655.42), concurrently with the execution of this Agreement, which bond must meet the requirements of the Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The performance bond shall act as a further guarantee of the construction and/or installation of the improvements required under this Agreement. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance or final approval of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code Section 66499.7.

13.2 Labor and Materials Bond. Developer shall also furnish and deliver a labor and materials surety bond, on the form attached in **EXHIBIT D**, in the amount of six hundred twenty-seven thousand, six hundred fifty-five and forty-two cents United States Dollars (\$627,655.42), concurrently with the execution of this Agreement, which bond must meet the requirements of Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain the bond until both (a) the City accepts or gives final approval to the Work, and (b) the statute of limitations to record a claim of lien under Civil Code section 8410 *et seq.* has expired. After said date, the cash deposited and/or the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the cash and bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the cash deposited, and the bond shall be released in full by the City Engineer.

13.3 Cash Bond. Developer shall deposit with the City twenty-eight thousand, seven hundred seventy United States Dollars (\$28,770.00) cash which may be used at the discretion of the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the improvements throughout the warranty period, as described in Section 19 below. Any unexpended amount will be returned to Developer at the time all bonds required by this Agreement are released.

14. Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide

such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide additional security as may be required by the updated engineer's estimate. If Developer is required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform the obligations, of the Agreement.

15. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

16. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 7 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 7. City, in its sole and absolute discretion, may accept or give final approval to the Work in phases and allow a partial release of the bonds provided under Section 13 above.

17. Final Acceptance.

17.1 Notice of Completion. Within fifteen (15) days after receipt of Developer's written notification pursuant to Section 16 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances described in Section 7 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within fifteen (15) days will not be deemed a breach or default under this Agreement.

17.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 17.1, the City Engineer will recommend acceptance of the Improvements within the public right of way, or designated for public use, to the City

Council. The acceptance of those Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Kings County. Title to, and ownership of, all Improvements constructed by Developer under this Agreement within the public right of way, or designated for public use, shall vest in City upon City's acceptance of such Improvements. Acceptance of the Improvements by the City shall be deemed as final approval of the completed Improvements that are not accepted for ownership by the City.

17.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Improvements, the City Engineer will recommend the acceptance of any offers of dedication shown on the final map for, or separately recorded against, the Property ("**Dedicated Property**"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions.

18. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents to the reversion to acreage of Property pursuant to Government Code section 66499.16 at Developer's sole cost and expense.

19. Warranty Period.

19.1 Warranty; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 17. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 25 percent.

19.2 Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount of **ten percent** of the value of the Improvements upon acceptance and final approval of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

20. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an

independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

21. **Indemnification.** Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "Claims") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.

22. **Insurance.** During the term of this Agreement, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

22.1 **Commercial General Liability (CGL).** Developer shall provide or cause to be provided Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Project and Property or the general aggregate limit shall be twice the required occurrence limit. Developer's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Coverage shall contain a waiver of subrogation in favor of the City.

22.2 **Automobile Liability Insurance.** Developer shall provide or cause to be provided ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

22.3 **Workers' Compensation Insurance.** Developer shall provide, or cause to be provided, workers' compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to maintain workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Developer is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the

performance of the work of this Agreement." Developer shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

22.4 All Insurance Coverages. The insurance policies are to contain, or be endorsed to contain, the following provisions:

22.4.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

22.4.2 Primary Coverage. For any Claims related to this Agreement, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

22.4.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, without first giving reasonable notice to the City.

22.4.4 Waiver of Subrogation. Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

22.4.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

22.5 Certificate of Insurance and Endorsements. Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at anytime.

22.6 Developer's Consultants and Contractors. Developer shall include all of their consultants and all prime contractors and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each consultant and contractor. All coverages

for consultants and contractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

22.7 Higher Limits. If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

22.8 Self-Insured. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

22.9 Evidence of Insurance. Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

22.10 Acceptability of Insurers. Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

22.11 Subcontractors and Consultants. A category of risk and the applicable insurance requirements will be determined on a "per contractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Developer.

23. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code § 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 13.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.

24. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work;
- (2) Developer assigns the Agreement without the prior written consent of City;
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency;
- (4) Developer or Developer's consultants, contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement or
- (5) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

The City may serve written notice of breach and default upon Developer and the financial institution holding the bonds

25. **Breach of Agreement; Performance by City; Remedies.** If the City gives Developer notice, under Section 24, of breach and default of this Agreement, the City may pursue any and all remedies available, including but not limited to, bringing legal action to compel performance of the Work, holding the financial institutions that issued the bonds liable to complete the Work and/or for the cost of the Work and/or proceeding to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. If City completes the Work, Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the bonds shall be liable to City to pay the face amount of the bonds, as specified in this Agreement. As noted above, City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this Section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

26. **Erosion Control.** Developer shall take all necessary actions during the Work to prevent erosion damage and to prevent migration of soil or silt- or sediment-contaminated storm water run-off onto streets or other properties or into creeks, seasonal drainage courses or the public storm drain system. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion or soil migration or storm water contamination, City may implement any and all erosion or storm water protection and/or mitigation measures it determines to be necessary on an emergency basis and Developer shall, within thirty (30) days after receiving notice in writing from the City Engineer, reimburse City for all of City's actual expenses incurred (including administrative and/or legal expenses) in implementing such erosion protection and/or mitigation measures. If Developer fails to timely reimburse City, City may proceed against the Performance Bond described in Section 13.1 to cover all of City's actual expenses.

27. **Final Drawings.** Upon completion of the Work and prior to final acceptance and approval, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.

28. **Formation of Public Facility Maintenance District.** Upon acceptance of the subdivision, the Subdivider agrees to form a Public Facility Maintenance District (PFMD) for the maintenance of the following:

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

28.2 One hundred percent (100%) of the cost of the estimated maintenance repair, replacement, operation, engineering, administration and incidentals for planting, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, parks, walls, streetlights, fencing, drainage detention and retentions facilities. Lots are assessed a proportion share at the time of the Final Map recordation. The one hundred percent (100%) share of the

total cost is based on the number of lots in Phase 2 of the Sequoias Unit 2 Subdivision.

29. **Attorneys' Fees.** Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

30. **Notices.** Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City: CITY OF CORCORAN
832 Whitley Avenue,
Corcoran, CA 93212
Attention: City Engineer

Developer: STONEFIELD HOME, INC
923 Pacheco Blvd Suite C.
Los Banos, CA 93635

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

31. **Transfers; Assignments.** Developer may assign its obligations under this Agreement to successor owner(s) of the Property only with the prior written consent of the governing body of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

32. **Binding Upon Heirs, Successors and Assigns.** The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 31. If this Agreement has not been assigned or if the assignment has not been consented to by City, it shall remain binding on Developer.

33. **Headings.** Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

34. **Severability.** If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

35. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the subject matter of this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties to this Agreement.

36. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Kings, California, State of California.

37. **Authority.** Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

38. **Time is of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.

39. **Further Assurances.** Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

40. **Waivers.** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

41. **No Third-Party Beneficiaries Intended.** Unless specifically set forth herein, the parties to his Agreement do not intend to provide any other person or entity other than a signatory hereto with any enforceable legal or equitable benefit, right or remedy.

42. **Runs with the Land; Recordation.** This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Kings County.

43. **Exhibits and Recitals.** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

44. **Construction.** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

45. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by a court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the party whose material benefit(s) is adversely affected. In all other cases the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

DEVELOPER:

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

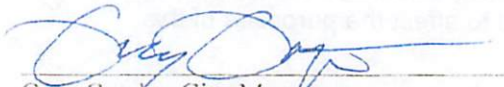
STONEFIELD HOME, INC.



Greg Hostetter, Chief Executive Officer

CITY:

CITY OF CORCORAN



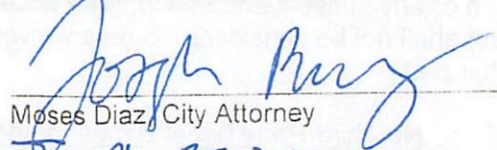
Greg Gatzka, City Manager

ATTEST:



Marlene Spain, City Clerk

APPROVED AS TO FORM:



Moses Diaz, City Attorney
Joseph BEERY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Kings)

On May 9, 2024 before me, Tina Gomez,
Notary Public, personally appeared Kevin Tromborg,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tina Gomez (SEAL)
Notary Public



Exhibit A

**Legal Description of
the Property**

Exhibit A

Legal Description of
the Property

LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT APPROVED OCTOBER 14, 1884;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A, B AND C:

PARCEL A: THE NORTH 190 FEET OF THE EAST 300 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.

PARCEL B: SUCH INTEREST IN THAT PORTION THEREOF LYING WITHIN A STRIP OF LAND OF THE UNIFORM WIDTH 60 FEET, LYING 30 FEET ON EITHER SIDE OF THE EAST LINE OF SAID SECTION 22, AS WAS GIVEN, GRANTED, DEDICATED AND CONVEYED TO THE COUNTY OF KINGS FOR THE USE AND PURPOSE OF A PUBLIC HIGHWAY, BY THAT CERTAIN DOCUMENT DATED MARCH 6, 1907 RECORDED IN BOOK 7 AT PAGE 383 OF RIGHTS OF WAY ON MAY 18, 1907.

PARCEL C: SUCH INTEREST IN THE NORTH 30 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 30 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, AS WAS GRANTED TO THE CITY OF CORCORAN, "FOR USE AS A RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES", BY DEED RECORDED FEBRUARY 27, 1968 IN BOOK 918 AT PAGE 366 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 2761.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Merced)

On March 10, 2020 before me, Regina A. Robles, Notary

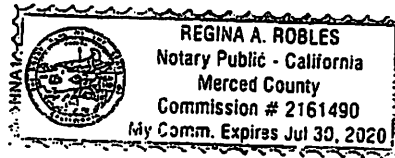
Public, personally appeared Greg Hrsletler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature Regina A. Robles



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

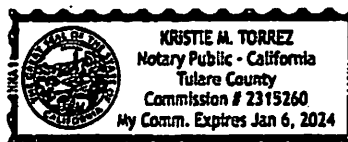
State of California
County of Tulare)

On June 9, 2020 before me, Kristie M. Torrez, Notary Public
(insert name and title of the officer)

personally appeared Joseph Beery
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Kristie M. Torrez* (Seal)

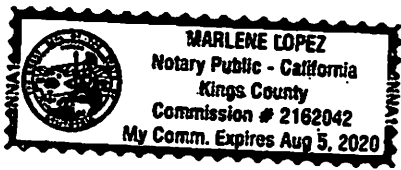
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Kings)
On June 16, 2020 before me, Marlene Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kindon Meik
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Kings, California, State of California.

37. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

38. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

39. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Kings County.


IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY

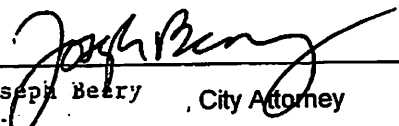
CITY OF CORCORAN, a California
municipal corporation

By: 
Kindon Meik, City Manager

ATTEST:

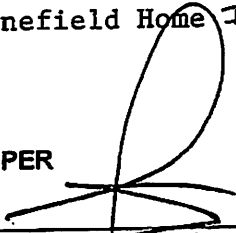

Marlene Lopez,
City Clerk

APPROVED AS TO FORM:


Joseph Beery, City Attorney
Joseph Beery

Stonefield Home Inc.

DEVELOPER

By: 
Name: Greg Mostetter
Its: PRESIDENT

the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties.

36. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law

(35 Lots) of the Sequoias Unit 2 Subdivision (297 lots).

30. Attorneys' Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

31. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City: CITY OF CORCORAN
832 Whitley Avenue,
Corcoran, CA 93212
Attention: City Engineer

Developer: STONEFIELD HOME Inc.
923 Pacheco Blvd. Suite B.
Los Banos, CA 93635

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

Transfers; Assignments. Developer may assign its obligations under this Agreement to successor owner(s) of the Property only with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

32. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 30. If this Agreement has not been assigned or if the assignment has not been consented to by City, it shall remain binding on Developer.

33. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

34. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

35. Entire Agreement. The terms and conditions of this Agreement constitute

26. Breach of Agreement; Performance by City; Remedies. If the City gives Developer notice, under Section 24, of breach and default of this Agreement, the City may pursue any and all remedies available, including but not limited to, bringing legal action to compel performance of the Work, holding the financial institutions that issued the bonds liable to complete the Work and/or for the cost of the Work and/or proceeding to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. If City completes the Work, Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the bonds shall be liable to City to pay the face amount of the bonds, as specified in this Agreement. As noted above, City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this Section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

27. Erosion Control. Developer shall take all necessary actions during the Work to prevent erosion damage and to prevent migration of soil or silt- or sediment-contaminated storm water run-off onto streets or other properties or into creeks, seasonal drainage courses or the public storm drain system. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion or soil migration or storm water contamination, City may implement any and all erosion or storm water protection and/or mitigation measures it determines to be necessary on an emergency basis and Developer shall, within thirty (30) days of receiving notice in writing from the City Engineer, reimburse City for all of City's actual expenses incurred (including administrative and/or legal expenses) in implementing such erosion protection and/or mitigation measures. If Developer fails to timely reimburse City, City may proceed against the Performance Bond described in Section 13.1 to cover all of City's actual expenses.

28. Final Drawings. Upon completion of the Work and prior to final acceptance and approval, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.

29. Formation of Public Facility Maintenance District. Upon acceptance of the subdivision, the Subdivider agrees to form a Public Facility Maintenance District (PFMD) for the maintenance of the following:

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

29.2 37.5% of the cost of the estimated maintenance repair, replacement, operation, engineering, administration and incidentals for planting, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, parks, walls, streetlights, fencing, drainage detention and retentions facilities. Lots are assessed a proportion share at the time of the Final Map recordation. The 37.5% share of the total cost is based on the number of lots in Phase 1

for consultants and contractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

23.7 Higher Limits. If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

23.8 Self-Insured. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

23.9 Evidence of Insurance. Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

23.10 Acceptability of Insurers. Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

23.11 Subcontractors and Consultants. A category of risk and the applicable insurance requirements will be determined on a "per contractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Developer.

24. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 13.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.

25. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work;
- (2) Developer assigns the Agreement without the prior written consent of City;
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency;
- (4) Developer or Developer's consultants, contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement or
- (5) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

The City may serve written notice of breach and default upon Developer and the financial institution holding the bonds.

performance of the work of this Agreement." Developer shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

23.4 All Insurance Coverages. The insurance policies are to contain, or be endorsed to contain, the following provisions:

23.4.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

23.4.2 Primary Coverage. For any Claims related to this Agreement, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

23.4.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

23.4.4 Waiver of Subrogation. Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

23.4.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

23.5 Certificate of Insurance and Endorsements. Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at anytime.

23.6 Developer's Consultants and Contractors. Developer shall include all of their consultants and all prime contractors and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each consultant and contractor. All coverages

independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22. **Indemnification.** Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "Claims") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.

23. **Insurance.** During the term of this Agreement, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

23.1 **Commercial General Liability (CGL).** Developer shall provide or cause to be provided Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Project and Property or the general aggregate limit shall be twice the required occurrence limit. Developer's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Coverage shall contain a waiver of subrogation in favor of the City.

23.2 **Automobile Liability Insurance.** Developer shall provide or cause to be provided ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

23.3 **Workers' Compensation Insurance.** Developer shall provide, or cause to be provided, workers' compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to maintain workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Developer is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the

Council. The acceptance of those Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Kings County: Title to, and ownership of, all Improvements constructed by Developer under this Agreement within the public right of way, or designated for public use, shall vest in City upon City's acceptance of such Improvements. Acceptance of the Improvements by the City shall be deemed as final approval of the completed Improvements that are not accepted for ownership by the City.

18.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Improvements, the City Engineer will recommend the acceptance of any offers of dedication shown on the final map for, or separately recorded against, the Property ("Dedicated Property"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions.

19. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents to the reversion to acreage of Property pursuant to Government Code section 66499.16 at Developer's sole cost and expense.

20. Warranty Period.

20.1 Warranty; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 17. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 25 percent.

20.2 Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount of ten percent of the value of the Improvements upon acceptance and final approval of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

21. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an

such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide additional security as may be required by the updated engineer's estimate. If Developer is required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform the obligations, of the Agreement.

16. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

17. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 7 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 7. City, in its sole and absolute discretion, may accept or give final approval to the Work in phases and allow a partial release of the bonds provided under Section 13 above.

18. Final Acceptance.

18.1 Notice of Completion. Within fifteen (15) days of receipt of Developer's written notification pursuant to Section 16 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances described in Section 7 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within fifteen (15) days will not be deemed a breach or default under this Agreement.

18.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 17.1, the City Engineer will recommend acceptance of the improvements within the public right of way, or designated for public use, to the City

surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Ordinance.

14. **Performance Bond.** Developer must provide a performance bond or security to guarantee the construction or installation of the improvements, which the Parties estimate at (\$ 95,903.00). In addition, Developer shall furnish and deliver a performance surety bond in the amount of Ninety-five thousand nine hundred and three dollars (\$ 95,903.00), concurrently with the execution of this Agreement, which bond must meet the requirements of the Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance or final approval of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code Section 66499.7.

14.1 **Labor and Materials Bond.** Developer shall also furnish and deliver a labor and materials surety bond in the amount of Ninety-five thousand nine hundred and three dollars (\$ 95,903.00) concurrently with the execution of this Agreement, which bond must meet the requirements of Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain the bond until both (a) the City accepts or gives final approval to the Work, and (b) the statute of limitations to record a claim of lien under Civil Code section 8410 *et seq.* has expired. After said date, the cash deposited and/or the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the cash and bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the cash deposited and the bond shall be released in full by the City Engineer.

14.2 **Cash Bond.** Developer shall deposit with the City (\$19,180) cash which may be used at the discretion of the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the improvements throughout the warranty period, as described in Section 19 below. Any unexpended amount will be returned to Developer at the time all bonds required by this Agreement are released.

15. **Additional Security.** If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide

drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section 3, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Notwithstanding the above, Developer shall make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

4. Commencement and Completion Date. Developer will notify City in writing at least 24 hours prior to the commencement of the Work. Developer will complete the Work within (24) months of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. This completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 13 shall remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The estimated cost of the Work is Ninety-five thousand nine hundred and three dollars (\$ 95,903.00). Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to approve or accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.

8. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer, in his or her

reasonable discretion, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work, shall be present on the Property during the performance of the Work and may not be changed without advance notification to and approval of the City Engineer. Developer shall provide the City with emergency contact information for the foreman or superintendent prior to commencement of the Work.

9. Examination of Work. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No Work shall be performed without inspection by City. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If any Work is planned to be performed during non-working hours or work days, there must be a request made in writing to City at least sixty four (64) hours in advance. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

10. City's Inspection, Administration and Testing. Developer shall pay to City the actual cost for all inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The estimated cost for City Costs is Nine thousand five hundred ninety dollars (\$9,590) (the "Estimated Cost"). Concurrently with the execution of this Agreement, Developer shall deposit an amount equal to the Estimated Cost with City for the payment of the City Costs. In the event that the Estimated Cost is insufficient to cover the actual City Costs incurred, Developer shall, upon notice in writing by the City Engineer, deposit such additional amount as may be required to pay the City Costs. Any amount of the Estimated Cost, initial deposit or additional amounts deposited remaining after payment of all City Costs will be returned to Developer. City may, at its discretion, deposit such funds in an interest-bearing account and retain any and all interest earned.

11. Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations, including the Subdivision Ordinance, in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

12. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work. Prior to excavating within the public right of way for connections to public utilities, Developer must provide to the City documentation satisfactory to the City Engineer that the providers of such utilities services have agreed to serve the Project.

13. Performance, Labor and Materials and Warranty Security. In accordance with the Subdivision Ordinance and the Subdivision Map Act, Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a



DOC NBR: 2010440 06/17/2020 02:03:49 PM
 OFFICIAL RECORDS OF Kings County
 Clerk-Recorder, Kristine Lee
 RECORDING FEE: \$0.00
 COUNTY TAX: \$0.00
 CITY TAX: \$0.00

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)

CITY OF CORCORAN)
 832 Whitley Avenue)
 Corcoran, CA 93212)
 Attention: City Clerk)

CONFORMED COPY

DOC TYPE: 03
 38-PGS
 R059

(Space Above This Line for Recorder's Use Only)
 Exempt from recording fee per Gov. Code § 27363.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into on this 17 day of June, 2020 (the "Effective Date") by and between Stonefield Home Dev, ("Developer"), and the CITY OF CORCORAN, a California municipal corporation ("City") (collectively, the "Parties").

RECITALS

A. Developer is the owner of that certain real property generally bounded by Bainum Avenue, 6 1/2 Avenue, Oregon Avenue and Dairy Avenue in the City of Corcoran, Kings County, California, and identified by Tract Map No. 878, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Developer has submitted an application to the City for the development of a Subdivision Map, Site Development Permit, and Use Permit to construct single family lots on the Property (the "Project").

B. On January 8, 2007, the Planning Commission of the City of Corcoran ("Planning Commission") adopted Resolution No. 07-04, approving the tentative map for Tract No. 878 The Sequoias Unit No. 2, Phase 1, prepared by North Star Engineering Group, Inc., dated November 22, 2019, subject to certain conditions of approval (the "Conditions").

C. The Conditions require either (1) that certain improvements be constructed prior to approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of such improvements.

This instrument filed for record by CHICAGO TITLE is an accommodation only. It has not been examined as to its execution or its effect upon title.

D. Developer has applied to City for final parcel map approval without having completed all required improvements and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 *et seq.*, may be amended from time to time (the "Subdivision Ordinance").

E. Developer has submitted plans, specifications and drawings for the improvements entitled "The Sequoias Unit 2, Phase 1" prepared by North Star Engineering Group, Inc. and dated November 18, 2019 (the "Improvement Plans"), which Improvement Plans have been approved by the City Engineer. The Improvements Plans are attached hereto as Exhibit B and incorporated by this reference.

F. City and Developer desire to enter an agreement providing for the construction and installation of the improvements in accordance with the Improvement Plans.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.
2. Duty to Install Improvements. Developer will construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, all improvements required by the Conditions and/or described in the Improvement Plans (the "Improvements"), in accordance with such plans, all applicable federal, state and local laws, regulations and standards, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer in his or her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work."
3. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) **Choice of Law:** The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 034-220-026-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; ALL IN SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT APPROVED OCTOBER 14, 1884.

EXCEPTING THEREFROM THE NORTH 190 FEET OF THE EAST 300 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.

ALSO EXCEPTING THEREFROM SUCH INTEREST IN THAT PORTION THEREOF LYING WITHIN A STRIP OF LAND OF THE UNIFORM WIDTH 60 FEET, LYING 30 FEET ON EITHER SIDE OF THE EAST LINE OF SAID SECTION 22, AS WAS GIVEN, GRANTED, DEDICATED AND CONVEYED TO THE COUNTY OF KINGS FOR THE USE AND PURPOSE OF A PUBLIC HIGHWAY, BY THAT CERTAIN DOCUMENT DATED MARCH 6, 1907 RECORDED IN BOOK 1 PAGE 383 OF RIGHTS OF WAY, ON MAY 18, 1907.

ALSO EXCEPTING THEREFROM SUCH INTEREST IN THE NORTH 30 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 30 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, AS WAS GRANTED TO THE CITY OF CORCORAN, "FOR USE AS A RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES", BY DEED RECORDED FEBRUARY 27, 1968 IN BOOK 918 PAGE 366 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 2761.

ISSUING OFFICE:
Title Officer: Laura Marquez Chicago Title Company 2540 West Shaw Lane, #112 Fresno, CA 93711 Phone: (559)492-4217 Fax (559)448-8530 Main Phone: (559)492-4208 Email: lmarquez@inf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$1,000.00	\$100.00	Laura Marquez

Date of Guarantee: June 17, 2020 at 12:00

1. Name of Assured: City of Corcoran; County of Kings
2. Subdivision Map Reference: Tract No. 878 The Sequoias Unit No. 2 Phase 1
3. The map referred to above recites that it is a subdivision of the following described Land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Stonefield Home, Inc., a California corporation, as fee title owner.

Fidelity National Title Company, as trustee of deed of trust recorded December 8, 2016 as Document No. 1622497, Official Records.

END OF SCHEDULE A

CLTA SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FWVI-TO20000234

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Company
2540 West Shaw Lane, #112
Fresno, CA 93711

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary



DOC NBR: 2010439 06/17/2020 02:03:49 PM
OFFICIAL RECORDS OF Kings County
Clerk-Recorder, Kristine Lee
RECORDING FEE: \$89.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00

RECORDING REQUESTED BY:
Chicago Title Company

Escrow Order No.: FWVI-TO20000234

**When Recorded Mail Document and Tax
Statement To:**
Kings County Surveyors' Office
1400 W. Lacey Blvd.
Hanford, CA. 93230

CONFORMED COPY

**DOC TYPE: 12
4 PGS
R059**

APN/Parcel ID(s): 034-220-026-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION GUARANTEE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)



Chicago Title

Chicago Title / Tulare/Kings (9173)



Code:7693507

Kings, CA

Unit:R002

SPL



Notes:	EAGLE	Recording Desk Hanford
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Recording date: Recording Time: Type: Hold

	Order#	Escrow#	Type	SB2	Instrument Number	Rec. Fee	County Tax	City Tax
1	FWI-TO20000234	FWI-TO20000234	OTHER		2010439	89-		
2					2010440	0		
3								
4								
5								
6		26			70			
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Prepared by: Bob Tully

Check #:

Check Amt:



SYNRGO

CONTACT:323-344-5448

erhall@synrgo.com

Synrgo notes Line 1: SUBD. GUARANTEE

KINGS COUNTY CLERK-RECORDER
1400 W. LACEY BLVD.
HANFORD, CA 93230
(559) 582-3211 X2470

Receipt Time: 06/17/2020 02:03:49 PM
Issued To: CHICAGO TITLE

Receipt #: 9184

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page	Amount
1	MAP	4	1	2010439		\$89.00
2	AGM	38	1	2010440		\$0.00
Total :						\$89.00

Payments

#	Type	Payment #	Amount	NSF
1	VOUCHER CHARGE	1	\$89.00	
Total Payments:			\$89.00	

Balance for Account # 1 as of 06/17/2020 02:03 PM is (\$89.00)

THANK YOU!
R059

CHICAGO TITLE COMPANY
FNF UTC, LLC

Issuing Unit

Operators ID:

NON NEGOTIABLE DOCUMENT

642802424

Date:

6/17/2020

PAYEE: Kings County Recorder

CK AMOUNT:

89-

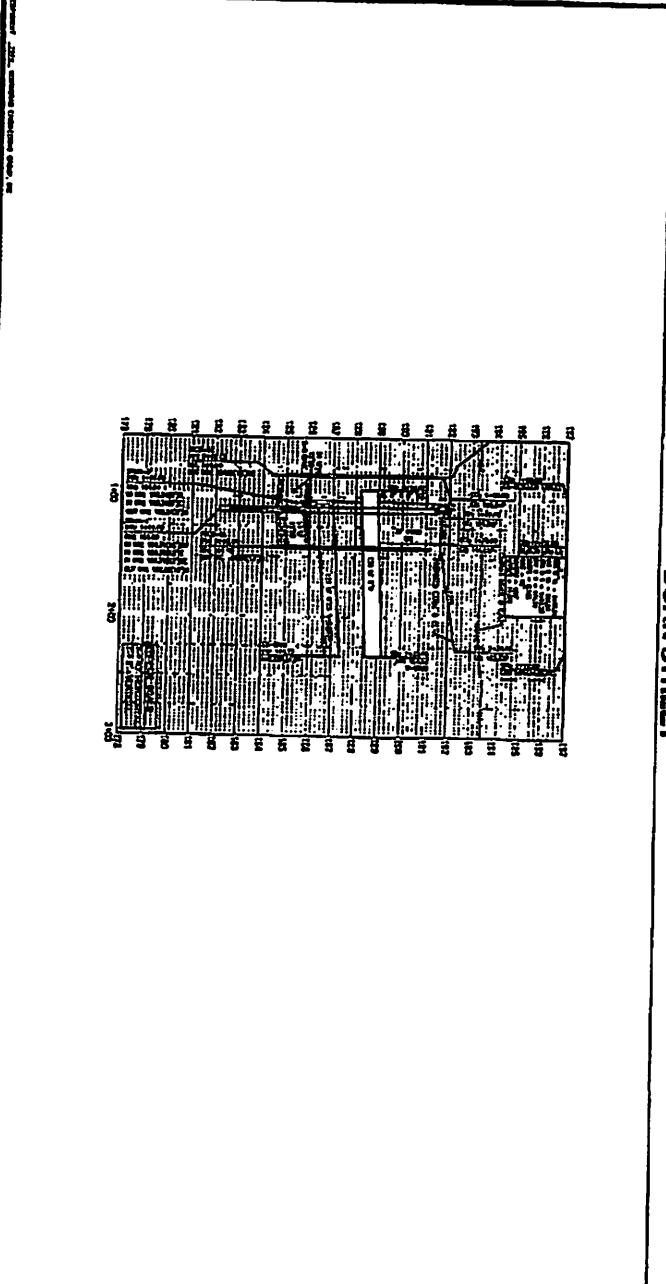
Exhibit B

Improvement Plans

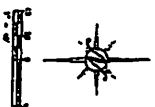
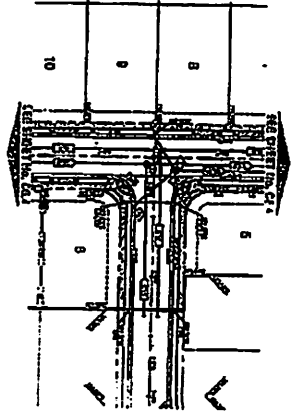
Exhibit B

Improvement Plans

THIS PROJECT HAS BEEN APPROVED BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS.



DOAN STREET



GENERAL NOTES

1. THE SEWER LINE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION.
2. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION.
3. THE GAS MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION.
4. THE STREET SHALL BE CONSTRUCTED TO THE FINISHED GRADE SHOWN ON THIS PLAN.
5. THE SIDEWALKS SHALL BE CONSTRUCTED TO THE FINISHED GRADE SHOWN ON THIS PLAN.
6. THE CURBS SHALL BE CONSTRUCTED TO THE FINISHED GRADE SHOWN ON THIS PLAN.
7. THE STREET SHALL BE PAVED WITH ASPHALT CONCRETE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
8. THE SIDEWALKS SHALL BE PAVED WITH PORTLAND CEMENT CONCRETE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
9. THE CURBS SHALL BE PAVED WITH PORTLAND CEMENT CONCRETE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
10. THE STREET SHALL BE DRAINAGE TO THE NEAREST DRAINAGE FACILITY.

UTILITY GENERAL NOTES

1. THE UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY.
2. THE UTILITIES SHALL BE DEEPENED AND REPAIRED AS NECESSARY TO ACCOMMODATE THE PROPOSED SEWER LINE.
3. THE UTILITIES SHALL BE PROTECTED BY THE PROPOSED STREET CONSTRUCTION.
4. THE UTILITIES SHALL BE MAINTAINED AT ALL TIMES.
5. THE UTILITIES SHALL BE REPAIRED AS NECESSARY TO ACCOMMODATE THE PROPOSED STREET CONSTRUCTION.

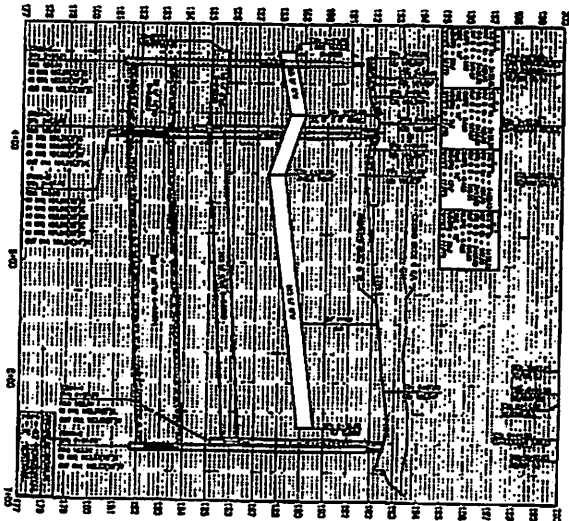
CG 5

DOAN STREET STA. 1400 TO 2428

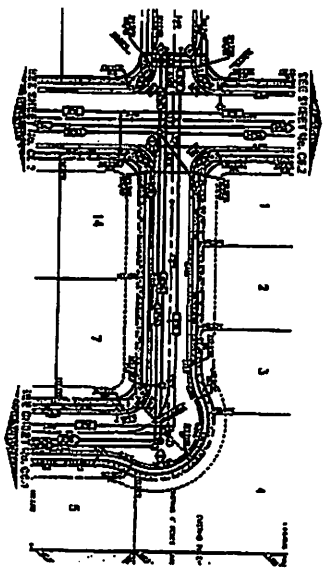
CONCRETE PAVED FOR THE SECURAKS UNIT 2, PHASE 1

CORPORATE CALIFORNIA

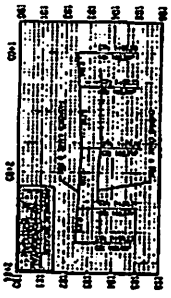
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 CHECKED BY: [Name]



CARTER STREET



KNUCKLE CURB LINE
 (STA: 1+00 TO 2+59.23)



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN IS AS SHOWN BY THE RECORD PLANS AND FIELD SURVEY.
3. THE LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN IS AS SHOWN BY THE RECORD PLANS AND FIELD SURVEY.
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9. THE LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN IS AS SHOWN BY THE RECORD PLANS AND FIELD SURVEY.
10. THE LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN IS AS SHOWN BY THE RECORD PLANS AND FIELD SURVEY.

C6.3

**CARTER STREET
 STA. 3+28 TO 8+44
 SUPERSTREET PLAN FOR
 THE SECURIAS UNIT 2, PHASE 1**

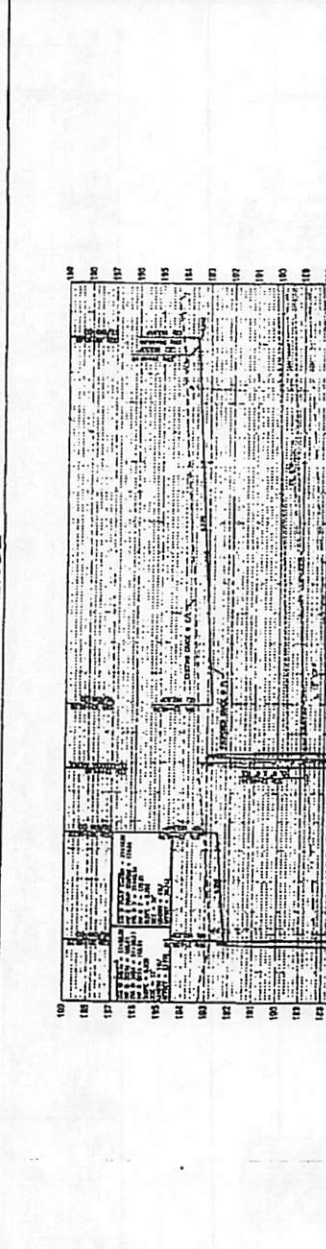
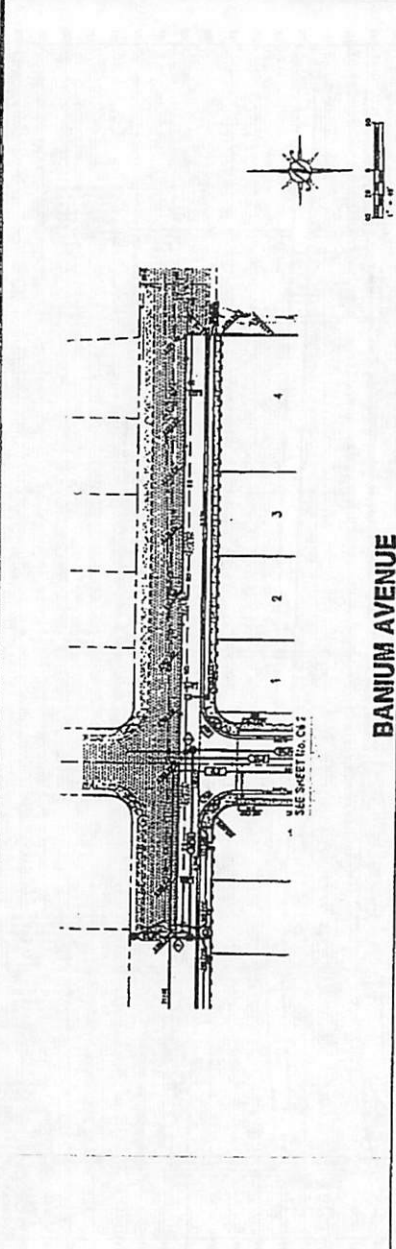
CORCORAN CALIFORNIA

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, NINTH EDITION, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGE CONSTRUCTION, NINTH EDITION, AS AMENDED, BOTH PUBLISHED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND HIGHWAYS AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING GRADE AND ELEVATIONS UNLESS OTHERWISE SHOWN ON THE PLANS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE SYSTEM UNLESS OTHERWISE SHOWN ON THE PLANS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES AND UTILITIES.
9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY WIDTH AND ALIGNMENT UNLESS OTHERWISE SHOWN ON THE PLANS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
11. THE CONTRACTOR SHALL MAINTAIN THE EXISTING GRADE AND ELEVATIONS UNLESS OTHERWISE SHOWN ON THE PLANS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
13. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE SYSTEM UNLESS OTHERWISE SHOWN ON THE PLANS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES AND UTILITIES.
15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY WIDTH AND ALIGNMENT UNLESS OTHERWISE SHOWN ON THE PLANS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, NINTH EDITION, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGE CONSTRUCTION, NINTH EDITION, AS AMENDED, BOTH PUBLISHED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
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3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND HIGHWAYS AT ALL TIMES.
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15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING ROADWAY WIDTH AND ALIGNMENT UNLESS OTHERWISE SHOWN ON THE PLANS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



C4.2



MASS HOUSING GRADING PLAN
 BOSTON, MASSACHUSETTS
 THE SEABOARD UNIT 2, PHASE 1
 CONSTRUCTION

NO.	DATE	DESCRIPTION
1	10/1/58	PRELIMINARY PLAN
2	10/15/58	REVISED PLAN
3	11/1/58	FINAL PLAN



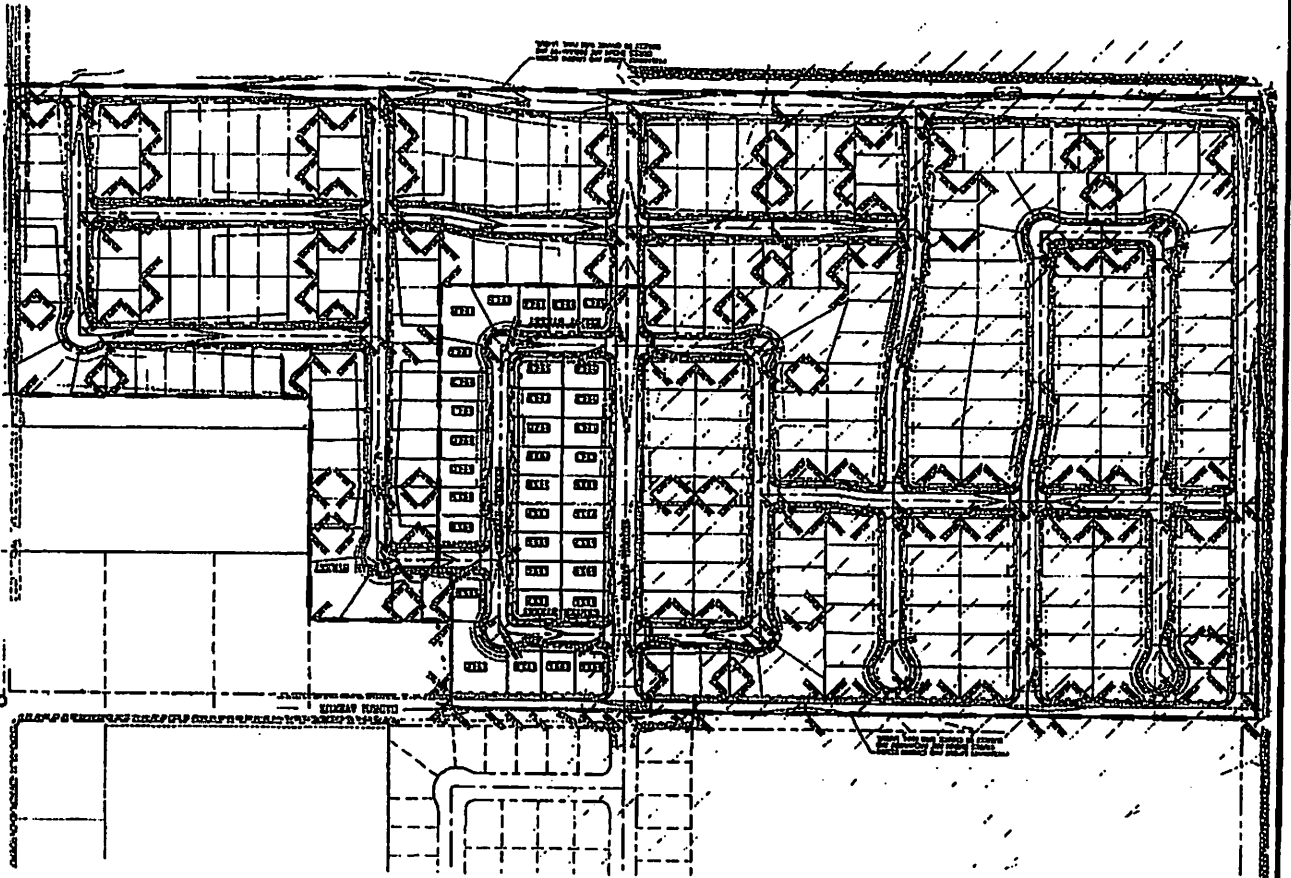
THIS GRADING PLAN IS A PART OF THE ARCHITECTURAL RECORD FOR THE SEABOARD UNIT 2, PHASE 1, BOSTON, MASSACHUSETTS. IT IS TO BE CONSIDERED AS A PART OF THE CONTRACT DOCUMENTS. THE GRADING PLAN IS TO BE USED IN CONNECTION WITH THE ARCHITECTURAL RECORD AND THE SPECIFICATIONS. THE GRADING PLAN IS TO BE USED IN CONNECTION WITH THE ARCHITECTURAL RECORD AND THE SPECIFICATIONS. THE GRADING PLAN IS TO BE USED IN CONNECTION WITH THE ARCHITECTURAL RECORD AND THE SPECIFICATIONS.

GENERAL NOTES
 1. THE GRADING PLAN IS TO BE USED IN CONNECTION WITH THE ARCHITECTURAL RECORD AND THE SPECIFICATIONS.
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GENERAL NOTES
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NO.	DATE	DESCRIPTION
1	10/1/58	PRELIMINARY PLAN
2	10/15/58	REVISED PLAN
3	11/1/58	FINAL PLAN

MASSACHUSETTS REGISTERED PROFESSIONAL ENGINEER

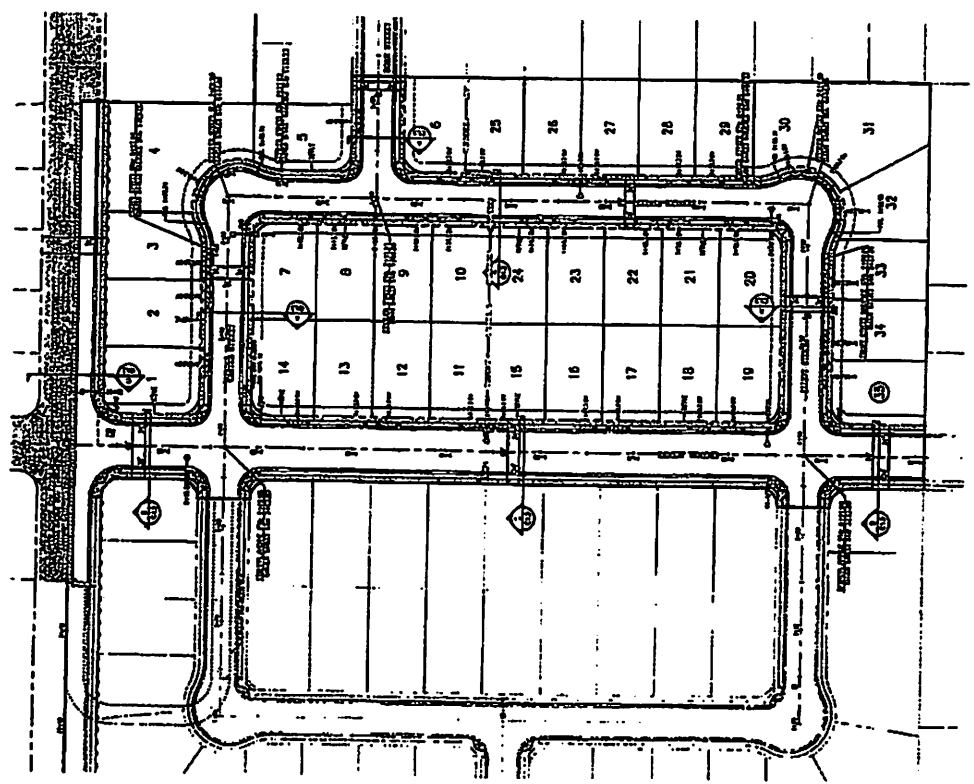
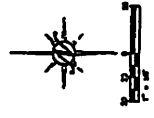


SEE THIRD SHEET FOR PHASE 1 UNIT 1

California
THE SEQUOIA UNIT 2, PHASE 1
CALIFORNIA

CALCULATED SITE AND ELECTROLER PLAN
CONCRETE
REINFORCING PLAN FOR
THE SEQUOIA UNIT 2, PHASE 1
CALIFORNIA

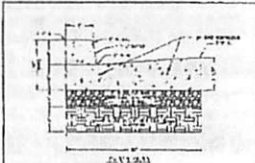
REVISIONS
NO. DESCRIPTION
1. AS SHOWN



NOTES:
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2. ALL REINFORCING SHALL BE #4 UNLESS OTHERWISE NOTED.
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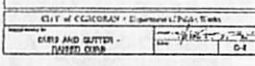
SITE LAYOUT NOTED

1. STREETS SHALL BE PERMITTED BY THE CITY OF CORCORAN STANDARD SPECIFICATIONS.
2. ALL IMPROVEMENTS SHALL BE PROVIDED BY THE PROPERTY OWNER. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL IMPROVEMENTS. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.



CITY OF CORCORAN - Department of Public Works

STREETS AND ALLEYS - PLANNED ZONE



CITY OF CORCORAN - Department of Public Works

STREETS AND ALLEYS - PLANNED ZONE



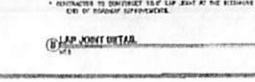
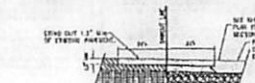
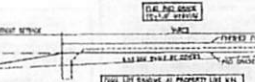
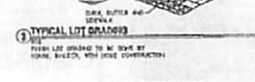
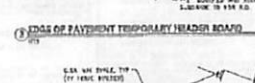
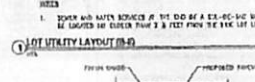
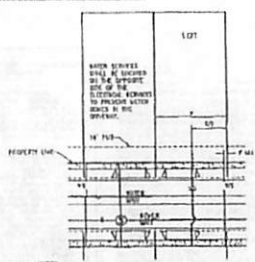
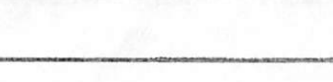
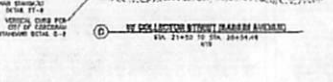
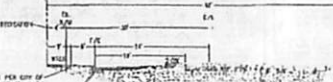
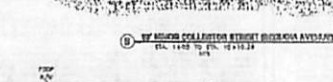
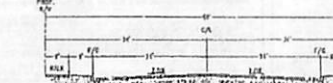
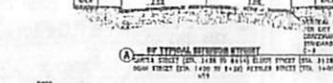
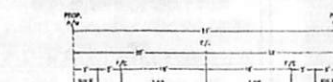
CITY OF CORCORAN - Department of Public Works

STREETS AND ALLEYS - PLANNED ZONE

STREET NAME	WIDTH (FT)	SECTION (FT)	DEPTH (FT)	W. SIDE (FT)	E. SIDE (FT)
WAGON AVENUE	30'	12 1/2'	8.0	10'	10'
OSCAR AVENUE	30'	12 1/2'	8.0	10'	10'
WAGON STREET	30'	12 1/2'	8.0	10'	10'
WAGON STREET	30'	12 1/2'	8.0	10'	10'
WAGON STREET	30'	12 1/2'	8.0	10'	10'
WAGON STREET	30'	12 1/2'	8.0	10'	10'

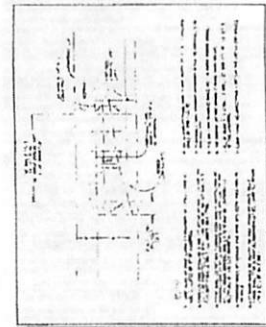
STREET SECTION TABLE

1. SECTIONS ARE BASED ON THE STANDARD REPORT PREPARED BY THE CITY ENGINEER'S OFFICE.
2. ALL SECTIONS SHALL BE PROVIDED BY THE PROPERTY OWNER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.
3. ALL SECTIONS SHALL BE PROVIDED BY THE PROPERTY OWNER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.
4. ALL SECTIONS SHALL BE PROVIDED BY THE PROPERTY OWNER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.
5. ALL SECTIONS SHALL BE PROVIDED BY THE PROPERTY OWNER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.
6. ALL SECTIONS SHALL BE PROVIDED BY THE PROPERTY OWNER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.



CITY OF CORCORAN STANDARD PLANS

1. PLAN TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS.
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 - SP-2 - STANDARD SPECIFICATIONS
 - SP-3 - STANDARD SPECIFICATIONS
 - SP-4 - STANDARD SPECIFICATIONS
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 - SP-49 - STANDARD SPECIFICATIONS
 - SP-50 - STANDARD SPECIFICATIONS



CITY OF CORCORAN - Department of Public Works

STREETS AND ALLEYS - PLANNED ZONE

TYPICAL CROSS SECTIONS

STREETS AND ALLEYS - PLANNED ZONE

CORCORAN CALIFORNIA

C1.3

Exhibit C

Engineer's Cost Estimate

Exhibit C

Engineer's Cost Estimate

The Sequoias Unit 2
Engineer's Estimate of Probable Cost
Estimate General Notes

1. This Engineer's Estimate of Probable Cost is based on the approved "Improvement Plans for the Sequoias Unit 2, Phase 1 & 2" prepared by NorthStar Engineering Group, Inc. and dated June 25, 2018. Changes or increases may occur upon processing Entitlements, preparation of Civil Designs and/or Improvement Plan processing and approvals.
2. This Engineer's Estimate of Probable Cost is based upon preliminary information and is provided to assist the project proponent. Units costs are based on local knowledge, previous project bids, and coordination with contractors. Units costs are subject to change.
3. This Preliminary Engineer's Estimate of Probable Cost does not include the following:
 - a. City plan check, final map, development fees or fees due at building or encroachment permit
 - b. Development Agreement fees
 - c. Engineering Plans and Studies
 - d. Geotechnical Studies, Services or Construction Support
 - e. Construction Management
 - f. Construction Staking
 - g. Legal Services
 - h. Architectural and Landscape Architectural Services
 - i. Joint Trench
 - j. Traffic Control
 - k. Fees for Lighting and Landscape, Assessment, Mello-Roos District or similar Districts
 - l. Land costs, right-of-way acquisition, easements, or rights-of-entry.
 - m. Costs associated with toxic substance removal or over excavation of unsuitable soils
 - n. Costs associated with finding on-site human, archaeological, or tribal remains.
 - o. Provisions for Inflation
4. The Contractor shall include sufficient costs for the following items which have not been included in this estimate.
 - a. Mobilization, jobsite trailers, site security, and temporary power for construction
 - b. Testing per City of Corcoran requirements
 - c. Strict adherence to the City of Corcoran current standards and specifications.
5. This Engineer's Estimate of Probable Cost does not include any reimbursements which this project may be eligible to.
6. Site Preparation and Grading does not include any stripping, shrinkage, swell, or trench spoils. Upon completion of the final grading design additional fees may occur for any import or export operations.
7. Unit Cost for Asphalt Concrete is assumed to be \$0.50 per square foot per inch thick. Unit Cost for Aggregate Base is assumed to be \$0.25 per square foot per inch thick. Unit Cost for limetreatment is assumed to be \$0.10 per square foot per inch thick.



NorthStar Engineering Group, Inc.

620 12th Street
 Modesto, CA 95354
 Phone (209) 524-3525
 Fax (209)524-3526

The Sequoias Unit 2
 Engineer's Estimate of Probable Cost
 Bond - Off-Site

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SITE PREPARATION AND GRADING				
1.	Clearing and Grubbing	0.4	\$1,265.00 AC	\$455.40
2.	Remove Existing Pavement	1,047.9	\$1.91 SF	\$2,004.19
3.	Sawcut Existing Pavement	556.1	\$4.67 LF	\$2,595.04
4.	Remove Existing Storm Drainage Line	230.6	\$15.00 LF	\$3,459.45
5.	Street Fine Grading	10,453	\$0.50 SF	\$5,226.25
6.	Traffic Control	5	\$2,200.00 DAY	\$11,000.00
SUB-TOTAL ==>				\$24,740.33
B. EROSION CONTROL				
1.	Erosion Control Improvements	0.4	\$800.00 AC	\$288.00
SUB-TOTAL ==>				\$288.00
C. STORM				
1.	12" HDPE - Storm Drainage	12	\$26.50 LF	\$318.00
2.	Curb Inlet - City Standard	1	\$2,407.14 EA	\$2,407.14
SUB-TOTAL ==>				\$2,725.14
D. STREETS				
1.	6" Vertical Curb and Gutter	490	\$19.88 LF	\$9,738.75
2.	4" PCC Concrete Walk (Includes Ramps and Returns)	2,234	\$3.92 SF	\$8,749.91
3.	ADA Ramp (Labor and Truncated Domes Only)	2	\$1,039.29 EA	\$2,078.57
4.	3" AC over 4" AB Pavement 12" Lime Treatment	10,453	\$3.70 SF	\$38,674.25
SUB-TOTAL ==>				\$59,241.48
E. STREET LIGHTS				
1.	70 Watt Electrolier	1	\$4,500.00 EA	\$4,500.00
SUB-TOTAL ==>				\$4,500.00
F. STRIPING AND SIGNAGE				
1.	Crosswalk	141	\$2.00 LF	\$281.64
SUB-TOTAL ==>				\$281.64
G. MISCELLANEOUS				
1.	Landscape w/ Irrigation (Streetscape)	1,375	\$3.00 SF	\$4,126.41
SUB-TOTAL ==>				\$4,126.41
CONSTRUCTION TOTAL ==>				\$95,903.00

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Merced)

On April 25, 2024 before me, Regina A. Robles,
Notary Public, personally appeared Greg Hostetter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Regina A. Robles (SEAL)
Notary Public




IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

DEVELOPER:

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

STONEFIELD HOME, INC.



Greg Hostetler, Chief Executive Officer

CITY:

CITY OF CORCORAN



Greg Gatzka, City Manager

ATTEST:



Marlene Spain, City Clerk

APPROVED AS TO FORM:

Moses Diaz, City Attorney

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STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2024 before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(SEAL)
Notary Public

Exhibit D

Required Bond Forms

Bond No. 0801575

PERFORMANCE BOND
(Public Improvements)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Corcoran, hereinafter designated as the "City" and Stonefield Home, Inc., a California corporation (the "Principal") entered into a written agreement on or about April 19, 2024, as a condition of the filing of a final subdivision map for the project generally identified as The Sequoias, Unit No. 2, Phase 2, for installation of certain public improvements in connection therewith, and said written contract is hereby made a part hereof; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

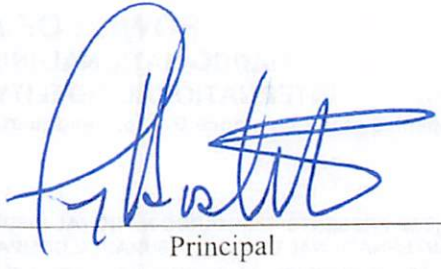
NOW, THEREFORE, we the Principal, and Harco National Insurance Company, as the "Surety" who is duly licensed to conduct a general surety business within the State of California, are held and firmly bound unto the City, as Oblige, in the penal sum of six hundred twenty-seven thousand, six hundred fifty-five dollars and forty-two cents United States Dollars (\$627,655.42 USD) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her/its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in said contract and any alteration therefore made as therein provided on his/her/their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, shall guaranty all work required under the said contract against faulty materials or poor workmanship for **one year** after the date of completion and acceptance of the work under said contract, and shall indemnify and save harmless the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included reasonable attorneys', paralegals', engineers', consulting contractors and appraisers' fees of City in any successful proceeding by said City to enforce this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. The surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

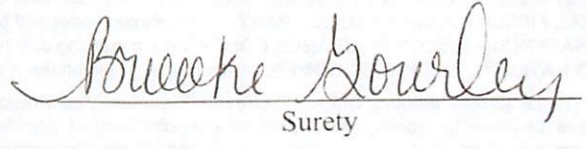
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals, the name and corporate seal of each respective corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body, if any.

Date: 4-25-24


Principal

By: Greg Hostetler, CEO

Date: April 22, 2024


Surety

By: Brooke Gourley, Leavitt United Insurance

(Attach Notary Acknowledgment)

NOTE: This bond must be notarized and accompanied by notarized power of attorney. The principal amount of this bond shall not be less than one hundred percent (100%) of the total amount of the contract.

SURETY CONTACT INFORMATION:
Harco National Insurance Company
300 Oak Rd., Suite 200
Walnut Creek, CA 94597







Bond # 0801575

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SYLVIA D. SAMS, JANET TAYLOR, STACY L. FLENORY, VALENTINA ESCOBAR-HERNANDEZ, CHRISTINE EMMONS, SHELLY WELDON, BROOKE GOURLEY, SARAH GARCIA, HEATHER L. KARNEY

Elk Grove, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 04, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 19, 2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tuolumne)

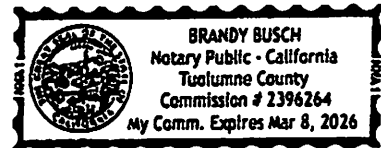
On April 22, 2024 before me, Brandy Busch, Notary Public
(insert name and title of the officer)

personally appeared Brooke Gourley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brandy Busch (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

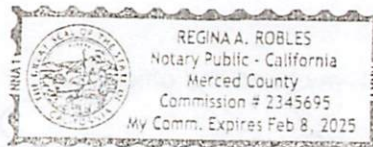
State of California
County of Merced)

On April 25, 2024 before me, Regina A. Robles, Notary Public
(insert name and title of the officer)

personally appeared Greg Hostetler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

LABOR AND MATERIALS BOND
(Public Improvements)

Bond No. 0801575

KNOW ALL PERSONS BY THESE PRESENTS THAT:

A bond or bonds by one or more duly authorized corporate sureties for the security of laborers and material suppliers shall be in substantially the following form:

WHEREAS, the City Council of the City of Corcoran (the "City") and Stonefield Home, Inc., a California corporation (the "Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated April 19, 2024, and identified as project The Sequoias, Unit No. 2, Phase 2, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

Now, therefore, the Principal and Harco National Insurance Company, 3003 Oak Rd, Walnut Creek, CA 94597, the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of six hundred twenty-seven thousand, six hundred fifty-five dollars and forty-two cents United States dollars (\$627,655.42 USD), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

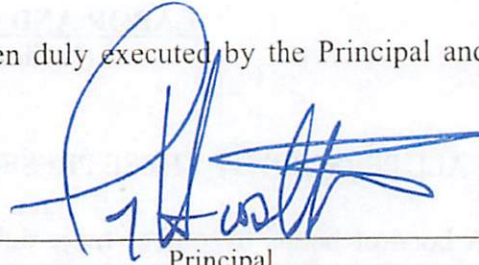
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. The surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on April 22, 2024.

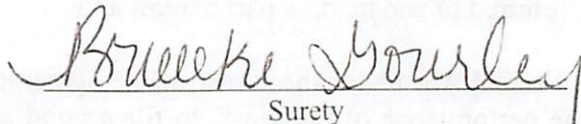
Date: 4-25-24



Principal

By: Greg Hostetler, CEO

Date: April 22, 2024



Surety

By: Brooke Gourley, Leavitt United Insurance

(Attach Notary Acknowledgment)

NOTE: This bond must be notarized and accompanied by notarized power of attorney. The principal amount of this bond shall not be less than one hundred percent (100%) of the total amount of the contract.

SURETY CONTACT INFORMATION:

Harco National Insurance Company
300 Oak Rd., Suite 200
Walnut Creek, CA 94597

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0801575

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SYLVIA D. SAMS, JANET TAYLOR, STACY L. FLENORY, VALENTINA ESCOBAR-HERNANDEZ, CHRISTINE EMMONS, SHELLY WELDON, BROOKE GOURLEY, SARAH GARCIA, HEATHER L. KARNEY

Elk Grove, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

***RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.*

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 04, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 19, 2024

A02705 Leavitt United Insurance Servi

Irene Martins, Assistant Secretary

ACKNOWLEDGMENT

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State of California
County of Tuolumne

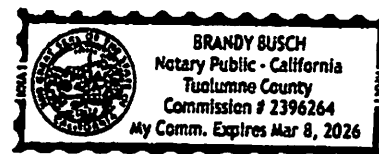
On April 22, 2024 before me, Brandy Busch, Notary Public
(insert name and title of the officer)

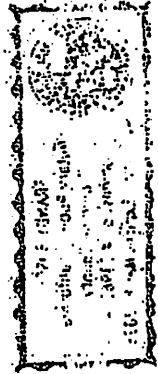
personally appeared Brooke Gourley
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brandy Busch (Seal)





ACKNOWLEDGMENT

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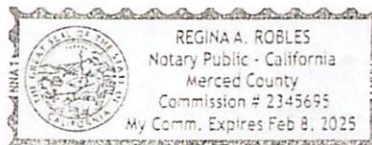
State of California
County of Merced

On April 25, 2024 before me, Regina A. Robles, Notary Public
(insert name and title of the officer)

personally appeared Greg Hostetler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

**STAFF REPORT
ITEM #: 6-E****MEMO**

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager / Kevin Tromborg, Community Development

DATE: May 8, 2024 **MEETING DATE:** May 14, 2024

SUBJECT: Approval and Adoption of the Kings County Multi-Jurisdictional Hazard Mitigation Plan

Summary:

The Office of Emergency Services with the Kings County Fire Department has completed the Kings County Multi-Jurisdictional Hazard Mitigation Plan (Plan), which includes the City of Corcoran. This plan is being taken to the Kings County Board of Supervisors for adoption on May 14, 2024, and the City needs to adopt this plan as well.

Recommendation:

Consider adoption of Resolution No. 4034 to approve the Kings County Multi-Jurisdictional Hazard Mitigation Plan for the County of Kings and City of Corcoran, and direct staff to incorporate this plan into the City's Safety Element of the Corcoran General Plan.

Budget impact:

None with this action. Once the plan is adopted, the County and City will become eligible for additional FEMA and CalOES funding sources in times of disaster and require an adopted Plan.

Background:

The purpose of the hazard mitigation plan is to reduce or eliminate long-term risk to human life, property, and infrastructure by minimizing the impact of disasters. The County of Kings along with the cities of Avenal, Corcoran, Hanford and Lemoore have developed this multi-jurisdictional hazard mitigation plan to reduce future losses to the county and its communities resulting from any natural or man-made disaster. The plan meets the requirements of the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) and achieves eligibility for the Federal Emergency Management Agency (FEMA) Grant Program.

This Plan updates the previous hazard mitigation plan adopted in 2012, which expired in 2017. The planning process followed a methodology set by the Federal Emergency Management Agency (FEMA), which began with the formation of a Hazard Mitigation Planning Committee

(HMPC) comprised of key stakeholders from Kings County and participating jurisdictions. The Plan process included a risk assessment to examine the recorded history of losses resulting from natural and man-made disasters, assess probability and magnitude of future hazard events, and analyze the county and city's assets at risk to hazards. The assessment included the review of natural or man-made disasters/events. The risk assessment indicated that drought, earthquake, and flood (amongst others) are the hazards most likely to significantly affect people and property in the City of Corcoran. Based upon the risk assessment, the Plan identified goals and objectives for reducing risk to hazards. To meet identified goals and objectives, the plan recommends mitigation actions to be completed prior to the next Plan update. The Plan also developed an implementation plan for each action, which identifies priority level, activity description and responsible agency.

This Plan has been approved by the Governor's Office of Emergency Services (CalOES) and FEMA, pending approval and adoption by each jurisdiction participating in the process.

Attachments:

Kings County Multi-Jurisdictional Hazard Mitigation Plan
Annex B City of Corcoran

RESOLUTION NO. 4034

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN ADOPTING
THE KINGS COUNTY MULTI-JURISDICTIONAL HAZZARD MITIGATION PLAN
AND ANNEX B FOR THE CITY OF CORCORAN**

WHEREAS, the County of Kings in coordination with the Cities of Avenal, Corcoran, Hanford, and Lemoore are required to adopt a locally approved Local Hazard Mitigation Plan in order to maintain CalOES and FEMA disaster funding eligibility; and

WHEREAS, the last countywide Multi-Jurisdictional Hazard Mitigation Plan was adopted in 2012, and expired in 2017; and

WHEREAS, the County successfully applied for Federal Mitigation Grant Program funding in 2022, and used funding to develop an updated Multi-Jurisdictional Hazard Mitigation Plan (Plan) that includes Annex B for specific hazard mitigation relevant to the City of Corcoran; and

WHEREAS, the Plan has been approved by the Governor's Office of Emergency Services (CalOES) and FEMA, and now needs local adoption by the County and four Cities; and

WHEREAS, the City can enhance disaster funding availability through the State of California if this Plan is incorporated into the City's General Plan Safety Element for compliance with Assembly Bill 2140 adopted in 2006 which increases the State coverage of part or all of the local-share costs related to FEMA Public Assistance.

NOW, THEREFORE, BE IT RESOLVED the City Council of Corcoran desires to update the Multi-Jurisdictional Hazard Mitigation Plan for the City of Corcoran; and

1. Adopts the 2023 Kings County Multi-Jurisdictional Hazard Mitigation Plan, and Annex B for the City of Corcoran; and
2. Authorizes the Community Development Director to proceed with amending the Corcoran General Plan to incorporate the 2023 Multi-Jurisdictional Hazard Mitigation Plan as part of the Corcoran General Plan Safety Element.

The foregoing Resolution No. 4034 was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 14 day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Jeanette Zamora-Bragg, Mayor

ATTEST:

Marlene Spain, City Clerk

City of
CORCORAN

Public Works Department

FOUNDED 1914

STAFF REPORT
ITEM #: 6-F

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: May 9, 2024 MEETING DATE: May 14, 2024

SUBJECT: Parks and Recreation Update

Background:

The Parks and Recreation Department plays a vital role in promoting community wellness and resident engagement. Our parks and facilities provide spaces for exercise, relaxation, and social interaction.

Discussion:

This report highlights past and present improvements within our park system, demonstrating the department's commitment to maintaining existing facilities and seeking opportunities for enhancement.

City of

CORCORAN

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A MUNICIPAL CORPORATION

MATTERS FOR MAYOR AND COUNCIL ITEM #:7

MEMORANDUM

MEETING DATE: May 14, 2024
TO: Corcoran City Council
FROM: Greg Gatzka, City Manager
SUBJECT: Matters for Mayor and Council

6-A. Upcoming Events/Meetings

- May 15, 2024 (Wednesday) City County Coordinating Meeting - 6:00 p.m., Hanford
- May 18, 2024 (Saturday) Car Show - 1:00 p.m., Whitley Ave, Downtown Corcoran
- May 20, 2024 (Monday) Planning Commission Meeting- 5:30 p.m., City Council Chambers
- May 27, 2024 (Monday) City Offices Closed in Observance of Memorial Day
- May 28, 2024 (Tuesday) Council Meeting- 5:30 p.m., City Council Chambers

6-B. City Manager's Report

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

6-D. Committee Reports

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

City Offices



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
09/26/23	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	City Manager
09/26/23	Expansion of diagonal parking along Whitley Ave.	In progress	Public Works/Community Development
09/26/23	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
11/14/23	Traffic safety and emergency access.		City Manager
3/26/24	Housing Authority - Streets		City Manager/ Public Works