

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

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

**Tuesday, January 25, 2022  
5:30 P.M**

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

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

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**ROLL CALL**

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

**INVOCATION**

**FLAG SALUTE**

**1. PUBLIC DISCUSSION**

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

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

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

2. **CONSENT CALENDAR** (VV)

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

- 2-A. Approval of minutes of the meeting of the City Council on January 11, 2021.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Move to accept the Notice of Completion for the 2020 Road Maintenance Project.

3. **APPROPRIATIONS** (VV)

Approval of Warrant Register dated January 25, 2022. (*Ruiz-Nuñez*) (VV)

4. **PRESENTATIONS**

- 4-A. Presentation by Kendall Flint regarding the Kings County Regional Transportation Plan (RTP). (*Tromborg*)

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Consider the acceptance of Final Subdivision Map 21-02 and Resolution 3116 regarding TSDM 880 approved by the Corcoran Planning Commission on July 10, 2006. (*Tromborg*) (VV)
- 7-B. Consider awarding the remaining years of 2021-2024 Vehicle Abatement Contract to Art Towing Service. (*Tromborg*) (VV)
- 7-C. Review the revenues and expenses for the period beginning July 1, 2021 through December 31, 2021. (*Ruiz-Nuñez*)
- 7-D. Raymond Lerma Memorial Ad Hoc Committee Update (*Gatzka*)
- 7-E. Consider appointment to the Kings Mosquito Abatement District Board. (*Spain*) (VV)

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Information Items

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

8-C. Committee Reports

9. **CLOSED SESSION** – None

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on January 21, 2022.



Marlene Spain, City Clerk



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

**Tuesday, January 11, 2021**

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

**ROLL CALL**

Councilmembers present: Patricia Nolen, Greg Ojeda, Sidonio Palmerin, and Jerry Robertson

Councilmembers absent: Jeanette Zamora-Bragg

Staff present: Joseph Faulkner, Greg Gatzka, Soledad Ruiz-Nuñez, Reuben Shortnacy, Marlene Spain and Kevin Tromborg

Press present: None

**INVOCATION** - Invocation was led by Councilmember Robertson

**FLAG SALUTE** – Flag salute was led by Councilmember Ojeda

1. **PUBLIC DISCUSSION** – None
2. **CONSENT CALENDAR** (VV)

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

**AYES:** Nolen, Ojeda, Palmerin, and Robertson  
**NOES:**  
**ABSENT:** Zamora-Bragg  
**ABSTAIN:** Nolen abstained from the Minutes.

- 2-A. Approval of minutes of the meeting of the City Council on December 14, 2021.
- 2-B. Authorization to read ordinances and resolutions by title only.

3. **APPROPRIATIONS** (VV)

Following Council discussion, a **motion** was made by Palmerin and seconded by Robertson to approve warrant register dated December 28, 2021 and January 11, 2022. Motion carried by the following vote:

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

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion, a **motion** was made by Ojeda and seconded by Palmerin to approve the Rescission of City of Corcoran’s Notice of Withdrawal from Kings Waste and Recycling Authority Motion carried by the following vote:

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

7-B. Following Council discussion a **motion** was made by Robertson and seconded by Ojeda to approve Resolution No. 3113 approving the Pension Funding Policy. Motion carried by the following vote:

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

7-C. Following Council discussion a **motion** was made by Robertson and seconded by Ojeda to approve Resolution No. 3114 authorizing the execution and delivery of a Lease Agreement related to two City properties (APN: 030-213-006 and 030-201-007) in and aggregate principal amount not to exceed \$6,225,000 for the purpose of Refunding some or all of the City’s Unfunded Accrued Liability and authorizing the execution of necessary document and certificates and related actions. By approval, this action will request the Corcoran Joint Powers Finance Authority to approve the related Lease Agreement and associated documents. Motion carried by the following vote:

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

At 6:08 p.m. Council Convened as the Joint Powers Finance Authority

**MINUTES**  
**JOINT POWERS FINANCE AUTHORITY**

*Tuesday, January 11, 2022*

The regular session of the Joint Powers Finance Authority meeting was called to order by Patricia Nolen in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 6:09 P.M.

**ROLL CALL**

Authority members present: Patricia Nolen, Greg Ojeda, Sidonio Palmerin, and Jerry Robertson  
Authority members absent: Jeanette Zamora-Bragg  
Staff present: Joseph Faulkner, Greg Gatzka, Soledad Ruiz-Nuñez, Reuben Shortnacy, Marlene Spain and Kevin Tromborg  
Press present: None

**2. APPOINTING CHAIR AND VICE-CHAIR**

- 1-A.** Nominations for Chair were declared open by the City Clerk. Palmerin nominated Robertson. There being no other nominations a **motion** was made by Palmerin and second by Ojeda to close the nominations.

The City Clerk held a roll call vote: Robertson was declared Chair by the following vote:

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

- 1-B.** Chair Robertson opened the nominations for Vice-Chair. Palmerin nominated Ojeda as Vice-Chair. There being no other nominations a **motion** was made by Robertson seconded by Palmerin to close the nominations.

The City Clerk held a roll call vote: Ojeda was declared Vice-Chair by the following vote:

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

- 1-C.** Chair Robertson opened the nominations for Secretary/Treasurer. Ojeda nominated Nolen as Secretary/Treasurer. There being no other nominations a

**motion** was made by Ojeda seconded by Palmerin to close the nominations.

The City Clerk held a roll call vote: Nolen was declared Secretary/Treasurer by the following vote:

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

3. **PUBLIC DISCUSSION** – None

4. **STAFF REPORTS**

Following the Joint Powers Finance Authority discussion a **motion** was by Ojeda and seconded by Palmerin to approve the Corcoran Joint Powers Finance Authority (CJPAFA) Resolution No. 2022-01 to approve a Lease Agreement related to two City of Corcoran properties (APN: 030-213-006 and 030-201-007) for the benefit of the City of Corcoran, and authorizing the execution of necessary documents, certificates, and related actions. Motion carried by the following vote:

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

5. **ADJOURNMENT OF JOINT POWERS FINANCE AUTHORITY MEETING**

Joint Powers Finance Authority Meeting adjourned at 6:15 p.m.

The Corcoran City Council reconvened at 6:16 p.m.

City Manager, Greg Gatzka advised Council of an emergency item regarding the submission of FEMA Hazard Mitigation Grant Program that would need to be approved prior to the next Council meeting.

Following Council discussion Robertson made a **motion** to approve Item 7-D, submission of FEMA Hazard Mitigation Grant Program to be added to the agenda and was seconded by Palmerin. Motion carried by the following vote:

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



**7-D.** Following Council discussion a **motion** was made by Robertson and seconded by Ojeda to approve the submission of the FEMA Hazard Mitigation Grant Program Notice of Interest. Motion carried by the following vote:

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

At this time Mayor Nolen allowed a member of the audience to address the Council. Viki Villasenor, 805 Gardner addressed the Council regarding her concern with some issues she has had with a neighbor.

**8. MATTERS FOR MAYOR AND COUNCIL**

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

**CLOSED SESSION**

The City Council convened in closed session at 6:33 p.m.

**9-A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)**

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8: It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property: 1049 Chittenden Ave

Agency negotiator: City Manager

Negotiating parties: \_\_\_\_\_

Under negotiation: Price/Terms

**9-B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)**

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8: It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property: Vacant Industrial Property (APN: 034-209-011)

Agency negotiator: City Manager

Negotiating parties: \_\_\_\_\_

Under negotiation: Price/Terms

**9-C PERSONNEL (Government Code § 54957(b)).** It is the intention of this governing body to meet in closed-session to:

- Consider the discipline, dismissal or release of a public employee.
- Hear complaints or charges against a public employee.
- Consider public employee appointment/employment for the position of:
- Consider public employee performance evaluation for the position of:  
City Manager

The regular meeting was reconvened at 7:40 p.m. Mayor Nolen reported out that on Item 9-A Council authorized the City Manager to proceed with lease of 1049 Chittenden Ave based upon price and terms discussed. On Item 9-B Council authorized the City Manager to proceed with the sale of the Vacant Industrial Property (APN:034-209-011) based upon price and terms discussed. Council took no action on Item 9-C.

**ADJOURNMENT                      7:42 P.M.**

\_\_\_\_\_  
Patricia Nolen, Mayor

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

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

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

**MEMO**

**TO: Corcoran City Council**

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

**DATE: January 20, 2022                      MEETING DATE: January 25, 2022**

**SUBJECT: Notice of Completion for 2020 Road Maintenance Project**

**Recommendation:**

Move to accept the Notice of Completion for the construction contract for 2020 Road Maintenance Project with VSS International, Inc., authorizing the City Engineer to sign the Notice of Completion and the City Clerk to file the notice with the County Recorder's Office.

**Discussion:**

During a regular City Council Meeting on March 23, 2021, the City Council awarded the construction contract to VSS International, Inc., in the amount of \$345,120.00 to provide construction services for the 2020 Road Maintenance Project.

A final punch list job walk was conducted on September 23<sup>rd</sup>, 2021 and no items were noted as needing correction or reconstruction.

A Notice of Completion will need to be recorded with the County Clerk Recorder's office now that the contractor has fulfilled his contractual obligation for construction of the project.

Original Bid Amount:	\$345,120.00
Final Bid Amount:	\$345,120.00
Approved Change Orders:	\$0.00
Change Order %:	0.0%
Final Contract Total:	\$345,120.00

**Budget Impact:**

No Budget impact to record Notice of Completion.



City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT**  
**ITEM #: 3**

**MEMORANDUM**

**TO:** City Council

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

**DATE:** January 25, 2022

**MEETING DATE:** January 25, 2022

**SUBJECT:** Warrant Register

**Recommendation:**

Consider approval of the warrant register(s).

**Discussion:**

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

**Budget Impact:**

The warrant register includes expenses approved in the Fiscal Year **2021/2022** Budget and may include items which will be addressed through Budget Amendments.

**Attachments:**

- Warrant Register #1 for warrant request date: **01/25/2022 FY22**



# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 01/20/2022 - 4:31PM  
Warrant Request Date: 1/20/2022  
DAC Fund:

Batch: 00502.01.2022 - Wrnt Rgstr 01/25/2022 FY2

Line	Claimant	Amount
1	A & M Consulting Engineers	8,483.05
2	AKEL Engineering Group, Inc.	12,860.00
3	American Office Solutions, LLC	2,200.00
4	American Office Solutions, LLC	17.58
5	American Office Solutions, LLC	240.00
6	American Office Solutions, LLC	150.00
7	AT&T Mobility	85.34
8	Avison Construction Inc.	10,000.00
9	Best Deal Food Co Inc.	40.29
10	BSK Associates	7,125.63
11	Business Card- Bank of America Credit Cards	20,642.82
12	CalACT	60.00
13	California Department of Tax & Fee Administration	33.67
14	Carlos Perez	31,700.00
15	Caves & Associates	525.00
16	Central Valley Sweeping LLC	5,800.00
17	City of Corcoran	122.24
18	Corcoran Chamber of Commerce	38,000.00
19	Corcoran Hardware	2,001.36
20	Corcoran Heating & Air	2,255.00
21	Corcoran Publishing Company	72.00
22	Covanta Energy, LLC	168.90
23	D&H Water Systems	2,528.32
24	Daniel McAlister	214.00
25	Data Ticket Inc	200.00
26	Division of State Architect	211.36
27	ESRI, Inc	300.00
28	Ferguson Enterprises, Inc	4,928.17
29	Frontier Communications	283.75
30	Frontier Communications	115.71
31	Frontier Communications	292.64
32	Frontier Communications	295.68
33	Frontier Communications	161.64
34	Frontier Communications	46.25
35	Gary V. Burrows Inc.	4,643.37
36	Gary V. Bufkin	1,500.00
37	Hanford Veterinary Hospital	67.59
38	Kings County Fire Department	177,305.00
39	Kings County Sheriff's Office	6,108.85
40	Kings County Tax Collector	125.88
41	Kings Waste & Recycling	47,242.00
42	Law & Associates Investigations	600.00
43	LexisNexis Risk Data Management, Inc.	150.00
44	Lowe's	226.66
45	Martin Lopez	733.46
46	Navia Benefit Solutions	110.00

47	Nolan's Plumbing	655.20	
48	Office Depot	310.21	
49	PACE Supply	4,029.53	
50	PG&E	86.24	
51	PG&E	2,463.20	
52	PG&E	9.86	
53	PG&E	93,478.36	
54	PG&E	12.61	
55	PG&E	9.86	
56	PG&E	73.26	
57	PG&E	5,295.44	
58	PG&E	484.19	
59	PG&E	152.46	
60	Price, Paige & Company	4,505.00	
61	Prudential Overall Supply	530.88	
62	Quadient	2,171.16	
63	Quality Pool Service	850.00	
64	Radius Tire Co.	755.94	
65	Sawtelle & Rosprim Hardware, Inc.	664.34	
66	Sawtelle Rosprim Machine Shop	66.17	
67	Self Help Enterprises	2,280.90	
68	Superior Electric Works Inc.	22,603.75	
69	The Gas Company	776.21	
70	The Gas Company	220.46	
71	The Gas Company	15.78	
72	The Gas Company	14.79	
73	The Gas Company	1,114.40	
74	The Gas Company	947.06	
75	The Gas Company	532.67	
76	The Gas Company	381.44	
77	The Gas Company	90.34	
78	The Gas Company	76.09	
79	The Lawnmower Man	322.42	
80	Tires 4 Less	20.00	
81	Trans Union LLC	87.13	
82	TSA Consulting Group, Inc.	50.00	
83	Tule Trash Company	101,387.72	
84	Turnupseed Electric Svc Inc	437.04	
85	unWired Broadband	199.95	
86	Verizon Wireless	418.11	
87	WEX BANK	10,345.28	
		<b>Page Total:</b>	<b>\$258,925.45</b>
		<b>Grand Total:</b>	<b>\$649,898.66</b>

Page Total: \$258,925.45



# Accounts Payable Voucher Approval List

User: spineda  
 Printed: 01/20/2022 - 4:30PM  
 Batch: 00502.01.2022 - Writ Rgstr 01/25/2022 FY2022



Warrant Date	Vendor	Description	Account Number	Amount
1/20/2022	A & M Consulting Engineers	PROP 68 GATEWAY PARK CONSTRUCTION ENGINEERING	307-449-300-200	1,985.55
1/20/2022	A & M Consulting Engineers	PROP 68 GATEWAY PARK REVIEW CONTRACTS DOCS	307-449-300-200	155.00
1/20/2022	A & M Consulting Engineers	PROP 68 GATEWAY PARK CONSTRUCTION ENGINEERING	307-449-300-200	6,342.50
1/20/2022	AKEL Engineering Group, Inc.	2020 URBAN WATER MNGT PLAN	105-437-300-200	12,860.00
1/20/2022	American Office Solutions, LLC	NVR REPLC #AAAQ1268 CITY OF CORCORAN: CH, PW, CD	104-432-300-200	366.65
1/20/2022	American Office Solutions, LLC	NVR REPLC #AAAQ1268 CITY OF CORCORAN: CH, PW, CD	105-437-300-200	366.67
1/20/2022	American Office Solutions, LLC	NVR REPLC #AAAQ1268 CITY OF CORCORAN: CH, PW, CD	104-406-300-200	366.67
1/20/2022	American Office Solutions, LLC	NVR REPLC #AAAQ1268 CITY OF CORCORAN: CH, PW, CD	120-435-300-200	366.67
1/20/2022	American Office Solutions, LLC	NVR REPLC #AAAQ1268 CITY OF CORCORAN: CH, PW, CD	121-439-300-200	366.67
1/20/2022	American Office Solutions, LLC	NVR REPLC #AAAQ1268 CITY OF CORCORAN: CH, PW, CD	109-434-300-200	366.67
1/20/2022	American Office Solutions, LLC	COMPUTER CORD: DELFINAS	104-406-300-200	17.58
1/20/2022	American Office Solutions, LLC	OFFICE 3660 INSTALL FINANCE DEPT	104-405-300-200	150.00
1/20/2022	American Office Solutions, LLC	MILEAGE: 1/17 & 11/19/2021 WHITLEY CAMERAS	104-406-300-200	240.00
1/20/2022	AT&T Mobility	INV#834605440X01012022 WWTP DUTY MAN CELL PHONE	120-435-300-220	85.34
1/20/2022	Avison Construction Inc.	SB-1 MICORSURFACING & STREET IMPROV/VARIOUS ROAD	110-434-300-200	10,000.00
1/20/2022	Best Deal Food Co Inc.	JAIL SUPPL/BLEACH	104-421-300-148	10.61
1/20/2022	Best Deal Food Co Inc.	AC/KENNELS	104-421-300-203	29.68
1/20/2022	BSK Associates	WWTP MODIFICATION TESTING & INSPECTION	120-435-300-200	3,578.88
1/20/2022	BSK Associates	CREDIT REF 0AD1484	105-437-300-200	-60.00
1/20/2022	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	297.00
1/20/2022	BSK Associates	WELL 8C SAMPLES	105-437-300-200	381.00
1/20/2022	BSK Associates	WELL 8C SAMPLES	105-437-300-200	381.00
1/20/2022	BSK Associates	QUANTI TRAY: ARSENIC NITRATE	105-437-300-200	99.50
1/20/2022	BSK Associates	QUANTI TRAY: ARSENIC NITRATE	105-437-300-200	74.25
1/20/2022	BSK Associates	THMS & TOTAL HALOACETIC ACIDS	105-437-300-200	401.00
1/20/2022	BSK Associates	QUANTIT TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
1/20/2022	BSK Associates	QUANTIT TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	20.75
1/20/2022	BSK Associates	WELL 8C SAMPLES	105-437-300-200	530.50
1/20/2022	BSK Associates	WELL 8C SAMPLES	105-437-300-200	63.00
1/20/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
1/20/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	70.50
1/20/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
1/20/2022	BSK Associates	WELL 8C SAMPLES	105-437-300-200	461.75
1/20/2022	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	55.50

1/20/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
1/20/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
1/20/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	41.50
1/20/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	20.75
1/20/2022	Business Card- Bank of America Credit Cards	AMAZON: SURFACE PRO 7 CASES & STYLUS PEN	145-410-300-210	480.28
1/20/2022	Business Card- Bank of America Credit Cards	SIERRA SANITATION: GATEWAY PARK GROUNDBREAKING	1307-449-300-200	140.48
1/20/2022	Business Card- Bank of America Credit Cards	AMAZON PW TRAINING ROOM LG SMART TV	104-432-300-210	1,626.49
1/20/2022	Business Card- Bank of America Credit Cards	AMAZON EMPLOYEE APPRECIATION JACKETS	104-431-300-210	194.74
1/20/2022	Business Card- Bank of America Credit Cards	SHUTTERFLY CARDS	104-431-300-210	58.99
1/20/2022	Business Card- Bank of America Credit Cards	AMAZON WWTP SUPPLIES	120-435-300-210	17.31
1/20/2022	Business Card- Bank of America Credit Cards	COST LESS: COFFEE SUPPLIES	104-431-300-210	45.65
1/20/2022	Business Card- Bank of America Credit Cards	OWP SAC STATE R PEREZ ENROLLMENT	105-437-300-270	163.53
1/20/2022	Business Card- Bank of America Credit Cards	OWP SAC STATE R PEREZ ENROLLMENT	105-437-300-270	50.00
1/20/2022	Business Card- Bank of America Credit Cards	OWP SAC STATE R PEREZ ENROLLMENT	105-437-300-270	163.53
1/20/2022	Business Card- Bank of America Credit Cards	SUSWAY CARDS	104-431-300-210	15.00
1/20/2022	Business Card- Bank of America Credit Cards	ELLITE DETAIL UNIT 285	105-437-300-260	201.50
1/20/2022	Business Card- Bank of America Credit Cards	WALLGUARD: PD PARTITIANS	104-421-300-210	216.77
1/20/2022	Business Card- Bank of America Credit Cards	AMAZON TOOL SHELF FOR WWTP	120-435-300-210	158.02
1/20/2022	Business Card- Bank of America Credit Cards	ENDRESS & HAUSER: REPLC PH PROBES FOR WTP	105-437-300-140	1,482.23
1/20/2022	Business Card- Bank of America Credit Cards	PAPER CUPS	104-432-300-150	23.77
1/20/2022	Business Card- Bank of America Credit Cards	CACEO MEMBERSHIP RENEWAL FOR KT	104-406-300-170	95.00
1/20/2022	Business Card- Bank of America Credit Cards	CACEO MEMBERSHIP RENEWAL FOR MC	104-406-300-170	95.00
1/20/2022	Business Card- Bank of America Credit Cards	GATEWAY GROUNDBREAKING LUNCH MTG W/MAYOR, DIR.	104-401-300-271	221.22
1/20/2022	Business Card- Bank of America Credit Cards	SUPPLS FOR EMPLOYEE APP LUNCHEON	104-401-300-215	370.00
1/20/2022	Business Card- Bank of America Credit Cards	ADOBE ACROBAT	104-431-300-200	12.99
1/20/2022	Business Card- Bank of America Credit Cards	PLUMBING SUPPLY: POOL ROOM BATHROOM	138-413-300-210	984.04
1/20/2022	Business Card- Bank of America Credit Cards	CA CITIES: J FAULKNER 2022 PW OFFICERS INSTITUTE & EXG	104-431-300-270	625.00
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL TO GATEWAY GROUNDBREAKING	307-449-300-210	2.71
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL TO GATEWAY GROUNDBREAKING	307-449-300-210	115.00
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	176.30
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	53.00
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-402-300-210	20.55
1/20/2022	Business Card- Bank of America Credit Cards	BUSH SYSTEMS INT COMPOST BINS	112-436-300-210	2,710.14
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	315.61
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	39.67
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	85.59
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	34.82
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	41.95
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	81.34
1/20/2022	Business Card- Bank of America Credit Cards	WATER BOND PAPERWORK USFS	104-402-300-200	8.35
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR COUNCIL CHAMBERS	104-401-300-271	21.45
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR EMPLOYEE APP LUNCHEON	104-401-300-215	871.67
1/20/2022	Business Card- Bank of America Credit Cards	SUPPL FOR COUNCIL CHAMBERS	104-401-300-271	37.54
1/20/2022	Business Card- Bank of America Credit Cards	FUEL FOR CITY PRIUS	104-402-300-270	41.29

1/20/2022	Business Card- Bank of America Credit Cards COMCAST ACCT#41872	104-432-300-220	291.09
1/20/2022	Business Card- Bank of America Credit Cards COMCAST ACCT#0566	104-421-300-220	586.51
1/20/2022	Business Card- Bank of America Credit Cards COMCAST ACCT#7740	104-421-300-220	2,483.56
1/20/2022	Business Card- Bank of America Credit Cards COMCAST ACCT#77130	120-435-300-220	248.04
1/20/2022	Business Card- Bank of America Credit Cards EARTHLINK	104-401-300-157	34.95
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION SUBWAY	104-401-300-215	25.00
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION IMAGES	104-401-300-215	25.00
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION AZS AUTO PARTS	104-401-300-215	25.00
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION RITE AID	104-401-300-215	75.00
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION RITE AID	104-401-300-215	100.00
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION AMORE	104-401-300-215	50.00
1/20/2022	Business Card- Bank of America Credit Cards PAL HOLIDAY DINNER -RAVENS	331-425-300-210	924.22
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION LAKE BOTTOM	104-401-300-215	50.00
1/20/2022	Business Card- Bank of America Credit Cards CITY HALL FOLDING TABLE CORCORAN HARDWARE	104-432-300-210	54.11
1/20/2022	Business Card- Bank of America Credit Cards WP COSTCO	104-402-300-200	243.51
1/20/2022	Business Card- Bank of America Credit Cards EMPLOYEE APPRECIATION PIZZA FACTORY	104-401-300-215	25.00
1/20/2022	Business Card- Bank of America Credit Cards TAPE MEASURE	104-421-300-210	78.00
1/20/2022	Business Card- Bank of America Credit Cards SHIPPING	104-421-300-210	15.67
1/20/2022	Business Card- Bank of America Credit Cards SHIPPING	104-421-300-210	6.90
1/20/2022	Business Card- Bank of America Credit Cards BUSINESS CARD HOLDER	104-421-300-150	6.27
1/20/2022	Business Card- Bank of America Credit Cards TRAINING: FIREARMS INSTRUCTOR	104-421-300-270	750.00
1/20/2022	Business Card- Bank of America Credit Cards COFFEE CUPS	104-421-300-150	87.89
1/20/2022	Business Card- Bank of America Credit Cards TONER DRUMS	104-421-300-150	97.96
1/20/2022	Business Card- Bank of America Credit Cards COPY PAPER	104-421-300-150	32.46
1/20/2022	Business Card- Bank of America Credit Cards STAFF MEETING	104-421-300-210	20.69
1/20/2022	Business Card- Bank of America Credit Cards COFFEE CREAMER	104-421-300-150	4.98
1/20/2022	Business Card- Bank of America Credit Cards COFFEE CREAMER	104-421-300-150	24.99
1/20/2022	Business Card- Bank of America Credit Cards OFFICE TRAUMA KITS	114-414-300-210	493.31
1/20/2022	Business Card- Bank of America Credit Cards CONVERSION KIT FOR RIFLES	104-421-300-210	1,314.68
1/20/2022	Business Card- Bank of America Credit Cards STORAGE RACK	104-421-300-210	227.28
1/20/2022	Business Card- Bank of America Credit Cards CALENDER	104-432-300-150	16.52
1/20/2022	Business Card- Bank of America Credit Cards PHONE CLIP	104-421-300-230	37.54
1/20/2022	Business Card- Bank of America Credit Cards WHITE BOARD	104-421-300-210	76.27
1/20/2022	Business Card- Bank of America Credit Cards MOUSE	104-421-300-150	11.90
1/20/2022	CalACT		60.00
1/20/2022	California Department of Tax & Fee Administr DIESEL FUEL TAX OCT TO DEC 2021 4TH QTR	145-410-300-270	33.67
1/20/2022	Carlos Perez	145-410-300-250	31,700.00
1/20/2022	ARPA: WWTP PROJ#8 51 PALM TREE CUT/TRIM @ 895 PUEBL	120-435-500-540	525.00
1/20/2022	NEGOTIATIONS JAN 2022	104-402-300-200	1,933.00
1/20/2022	STREET SWEEPING DEC 2021	112-438-300-200	1,933.00
1/20/2022	STREET SWEEPING DEC 2021	109-434-300-200	1,934.00
1/20/2022	STREET SWEEPING DEC 2021	121-439-300-200	22.82
1/20/2022	CITY SVC 2410 BELL	301-430-300-316	99.42
1/20/2022	CITY SVC 1630 BREWER	301-430-300-316	38,000.00
1/20/2022	Corcoran Chamber of Commerce	ANNUAL CONTRIBUTIONS TO CORCORAN CHAMBER FY 20	

1/20/2022	Corcoran Hardware	DEPT SUPPLIES	104-12-300-210	127.51
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	104-21-300-210	125.88
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	104-32-320-210	47.05
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	104-32-300-210	126.04
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	104-433-300-210	32.47
1/20/2022	Corcoran Hardware	VEHICLE REPAIRS	109-434-300-210	264.03
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	109-434-300-260	259.77
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	120-435-300-210	426.09
1/20/2022	Corcoran Hardware	DEPT SUPPLIES	105-437-300-210	309.75
1/20/2022	Corcoran Hardware	EQ/JIPT REPAIR	105-437-300-140	172.48
1/20/2022	Corcoran Hardware	COVID 19 SUPPLIES	105-437-300-260	110.29
1/20/2022	Corcoran Heating & Air	WINTER SVC TO AC UNITS AT PD	104-432-300-200	623.00
1/20/2022	Corcoran Heating & Air	SERVICE TO A/C AT WWTP	120-435-300-200	89.00
1/20/2022	Corcoran Heating & Air	SVC TO UNITS AT OLD PD BLDG	104-432-300-200	386.00
1/20/2022	Corcoran Heating & Air	WINTER SVC TO AC UNITS AT RAO	136-415-300-200	1,157.00
1/20/2022	Corcoran Publishing Company	NIXEL 11/4/21 AND 11/18/21	104-421-300-156	72.00
1/20/2022	Covanta Energy, LLC	EVIDENCE DISPOSAL (WASTE, DELIVERY CHARGE, ENVIRO	104-421-300-210	168.90
1/20/2022	D&H Water Systems	SPARE PARTS KIT FOR MAINT ON WTP CHEMICAL PUMPS	105-437-300-140	2,528.32
1/20/2022	Daniel McAlister	D MCALISTER FIREARMS/TACTICAL RIFLE INSTRUCTOR JA	104-421-300-270	214.00
1/20/2022	Data Ticket Inc	CODE ENFORCE CITATION PROCESSING NOV 2021	104-406-300-200	200.00
1/20/2022	Division of State Architect	4TH QTR OCT TO DEC 2021	104-000-323-009	211.36
1/20/2022	ESRI, Inc	ARCGIS ANNUAL	104-421-300-200	300.00
1/20/2022	Ferguson Enterprises, Inc	REPLC METERS	105-437-300-140	2,042.85
1/20/2022	Ferguson Enterprises, Inc	NEPTUNE 3/4" ULTRASOUND METER REPLC	105-437-300-140	1,403.30
1/20/2022	Ferguson Enterprises, Inc	NEPTUNE 3/4" ULTRASOUND METER REPLC	105-437-300-140	1,482.02
1/20/2022	Frontier Communications	ACCT#55999227750604085	104-432-300-220	161.64
1/20/2022	Frontier Communications	ACCT#55999212160621185	145-410-300-220	283.75
1/20/2022	Frontier Communications	ACCT#20914815380301985	136-415-300-220	46.25
1/20/2022	Frontier Communications	ACCT#55999210200731195	104-421-300-220	295.68
1/20/2022	Frontier Communications	ACCT#55999241850629065	105-437-300-220	292.64
1/20/2022	Frontier Communications	ACCT#55999214080910985	104-432-300-220	115.71
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-421-300-250	1,665.71
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-432-300-250	29.97
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-433-300-250	434.76
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	109-434-300-250	445.83
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	112-438-300-250	307.53
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	120-435-300-250	4.70
1/20/2022	Gary V. Burrows Inc.	FUEL STATEMENT	105-437-300-250	650.62
1/20/2022	Gary V. Burrows Inc.	HYDROLIC FLUID UNIT 208	120-435-300-260	1,104.25
1/20/2022	Gary V. Bufkin	ANNUAL SYSTEM SUPPORT FEE	106-406-300-200	1,500.00
1/20/2022	Hanford Veterinary Hospital	K9/DOG FOOD	104-421-300-217	67.59
1/20/2022	Kings County Fire Department	2 QTR OCT TO DEC 2021	138-427-300-206	177,305.00
1/20/2022	Kings County Sheriff's Office	KCMC TASK FORCE 4/1/21 TO 11/25/21 FINAL BILL	104-421-300-206	6,108.85
1/20/2022	Kings County Tax Collector	PROP TAX SOUTH LY 50R/W LYING NORTH	104-432-300-160	125.88

1/20/2022	Kings Waste & Recycling	GREEN WASTE 200.51 UNITS/TONS	112-436-300-192	8,020.40
1/20/2022	Kings Waste & Recycling	BLUE CANS 82.81 UNITS/TONS	112-436-300-192	3,312.40
1/20/2022	Kings Waste & Recycling	MISC COMM 628.45 UNITS/TONS	112-436-300-192	35,909.20
1/20/2022	Law & Associates Investigations	BG INVESTIGATIONS	104-421-300-200	600.00
1/20/2022	LexisNexis Risk Data Management, Inc.	BACKGROUND SVCS DEC 2021	104-421-300-200	150.00
1/20/2022	Lowe's	WEATHERSTRIP FOR PD	104-421-300-210	31.55
1/20/2022	Lowe's	WEATHERSTRIP FOR PD	104-421-300-210	63.11
1/20/2022	Lowe's	CEILING TILES FOR CITY HALL	104-432-300-210	132.00
1/20/2022	Martin Lopez	WEATHER STRIPS -HOURS	104-421-300-210	675.00
1/20/2022	Martin Lopez	WEATHER STRIPS -SUPPLIES	104-421-300-210	58.46
1/20/2022	Navia Benefit Solutions	COBRA ADMIN DEC 2021	104-402-300-200	110.00
1/20/2022	Nolan's Plumbing	NEW WATER HEATER AT PD	104-432-300-200	655.20
1/20/2022	Office Depot	MARKERS, FOLDERS, TAPE DISPENSERS	104-406-300-210	40.79
1/20/2022	Office Depot	INK CARTRIDGES	104-432-300-150	269.42
1/20/2022	PACE Supply	BRASS PARTS FOR STOCK	105-437-300-210	185.67
1/20/2022	PACE Supply	BRASS PARTS	105-437-300-210	633.74
1/20/2022	PACE Supply	B16 BRASS	105-437-300-210	834.62
1/20/2022	PACE Supply	B16 LIDS FOR STOCK	105-437-300-210	1,375.38
1/20/2022	PACE Supply	G5 LIDS & BOXES	105-437-300-210	1,541.37
1/20/2022	PACE Supply	CREDIT	105-437-300-210	-541.25
1/20/2022	PG&E	ACCT#99497000756-9	111-601-300-240	10.51
1/20/2022	PG&E	ACCT#99497000756-9	145-410-300-240	819.92
1/20/2022	PG&E	ACCT#99497000756-9	138-413-300-200	355.37
1/20/2022	PG&E	ACCT#99497000756-9	104-412-300-240	787.09
1/20/2022	PG&E	ACCT#99497000756-9	104-432-300-240	4,824.31
1/20/2022	PG&E	ACCT#99497000756-9	104-432-320-240	243.93
1/20/2022	PG&E	ACCT#99497000756-9	109-434-300-240	662.77
1/20/2022	PG&E	ACCT#99497000756-9	120-435-300-240	22,113.06
1/20/2022	PG&E	ACCT#99497000756-9	121-439-300-240	5,320.09
1/20/2022	PG&E	ACCT#99497000756-9	105-437-300-240	58,341.31
1/20/2022	PG&E	ACCT#5304135173-4	111-602-300-200	257.61
1/20/2022	PG&E	ACCT#5304135173-4	111-601-300-240	74.44
1/20/2022	PG&E	ACCT#5304135173-4	111-603-300-240	10.53
1/20/2022	PG&E	ACCT#5304135173-4	111-604-300-240	128.27
1/20/2022	PG&E	ACCT#5304135173-4	104-412-300-240	11.37
1/20/2022	PG&E	ACCT#5304135173-4	109-434-300-240	4,734.90
1/20/2022	PG&E	ACCT#5304135173-4	111-605-300-200	78.32
1/20/2022	PG&E	ACCT#8796488111-1	301-430-300-316	12.61
1/20/2022	PG&E	ACCT#10561736330	301-430-300-316	86.24
1/20/2022	PG&E	ACCT#94172356415	301-430-300-316	9.86
1/20/2022	PG&E	ACCT#13015938064	104-432-300-240	2,463.20
1/20/2022	PG&E	ACCT#33572501733	104-432-300-240	484.19
1/20/2022	PG&E	ACCT#84659647279	301-430-300-316	9.86
1/20/2022	PG&E	ACCT#02640094583	301-430-300-316	152.46

1/20/2022	PG&E	ACCT#86707342837	301-30-300-316	73.26
1/20/2022	Price, Paigs & Company	CONSULTANT WORK 2021	104-05-300-200	770.00
1/20/2022	Price, Paigs & Company	STATE CONTROLERS REPORTS	104-05-300-200	2,207.00
1/20/2022	Price, Paigs & Company	CONSULTANT WORK 2022	104-05-300-200	1,528.00
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	145-410-300-200	56.73
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	136-415-300-200	42.74
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	47.62
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	186.51
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-320-200	27.20
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	34.41
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	18.33
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	120-435-300-200	56.73
1/20/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	105-437-300-200	60.61
1/20/2022	Quadient	POSTAGE MACHINE @ CITY HALL LOADED	104-432-300-152	2,171.16
1/20/2022	Quality Pool Service	MONTHLY SVC: DEC 2021	138-413-300-200	850.00
1/20/2022	Radius Tire Co.	2 TIRES MOUNTED & BAL UNIT 229	104-421-300-260	72.00
1/20/2022	Radius Tire Co.	2 NEW TIRES FOR UNIT 271	104-421-300-260	352.94
1/20/2022	Radius Tire Co.	1 TIRE MOUNTED & BALANCE UNIT 252	104-421-300-260	36.00
1/20/2022	Radius Tire Co.	2 TIRES MOUNTED & BALANCED UNIT 265	104-421-300-260	72.00
1/20/2022	Radius Tire Co.	WHEEL ALIGN UNIT 265	104-421-300-260	198.00
1/20/2022	Radius Tire Co.	TIRE REPAIR UNIT 201	104-433-300-260	25.00
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	WWTP SUPPL	120-435-300-200	57.81
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	WTP SUPPLIES	105-437-300-210	85.90
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	PROPANE GAS FOR FORKLIFT	105-437-300-140	104.70
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	WWTP SUPPLIES	120-435-300-210	168.24
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	WTP SUPPLIES	105-437-300-210	54.74
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	HYDROLIC HOSE UNIT 24	105-437-300-140	102.56
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	WWTP SUPPLIES	120-435-300-210	60.34
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	PARK SUPPLIES	104-412-300-210	1.15
1/20/2022	Sawtelle & Rosprim Hardware, Inc.	WTP SUPPLIES	105-437-300-210	28.90
1/20/2022	Sawtelle Rosprim Machine Shop	LABOR: CUT MATERIAL TO LENGTH	105-437-300-200	66.17
1/20/2022	Self Help Enterprises	CDBG CV2 DEC 2021 INVOICE	276-551-300-200	314.19
1/20/2022	Self Help Enterprises	CDBG CV2 NOV 2021 INVOICE	276-551-300-200	1,966.71
1/20/2022	Superior Electric Works Inc.	STATION 2 NEW VFD	105-437-300-140	15,589.19
1/20/2022	Superior Electric Works Inc.	NON POTABLE SYSTEM	120-435-300-140	2,943.37
1/20/2022	Superior Electric Works Inc.	WELL 1A TROUBLESHOOTING ELECTRICAL ISSUES	105-437-300-200	360.00
1/20/2022	Superior Electric Works Inc.	WELL 9B TROUBLESHOOTING ELECTRICAL ISSUES	105-437-300-200	852.87
1/20/2022	Superior Electric Works Inc.	REPL OF BACK UP BATTERIES FOR WELLS	105-437-300-140	2,858.32
1/20/2022	The Gas Company	ACCT#11484795064	138-413-300-200	15.78
1/20/2022	The Gas Company	ACCT#12602978541	104-432-300-242	14.79
1/20/2022	The Gas Company	ACCT#00891595001	104-432-300-242	947.06
1/20/2022	The Gas Company	ACCT#06981596833	104-432-320-242	76.09
1/20/2022	The Gas Company	ACCT#11971525008	104-432-300-242	776.21
1/20/2022	The Gas Company	ACCT#05463252576	104-432-300-242	381.44

1/20/2022	The Gas Company	ACCT#06301527005	120-435-300-242	90.34
1/20/2022	The Gas Company	ACCT#0888349024	145-410-300-242	532.67
1/20/2022	The Gas Company	ACCT#20001594009	104-432-300-242	220.46
1/20/2022	The Gas Company	ACCT#15829731015	104-432-300-242	1,114.40
1/20/2022	The Lawnmower Man	WWTP BLOWER	120-435-300-210	65.02
1/20/2022	The Lawnmower Man	STARTER ASSEMBLY	105-437-300-140	257.40
1/20/2022	Tires 4 Less	TIRE REPAIR #145	120-435-300-260	20.00
1/20/2022	Trans Union LLC	PROF SVS/BACKGROUND DEC 2021	104-421-300-200	87.13
1/20/2022	TSA Consulting Group, Inc.	DEC 2021 SVC FEE FOR 401A PLAN ADMIN	104-405-300-200	50.00
1/20/2022	Tule Trash Company	CONTRACT	112-436-300-200	112,940.94
1/20/2022	Tule Trash Company	FRANCHISE FEES 12.75%	104-000-316-024	-14,377.38
1/20/2022	Tule Trash Company	FRANCHISE FEE DEC 2021	112-436-316-023	-1,404.52
1/20/2022	Tule Trash Company	FRANCHISE FEE/NOV COMMERCIAL TEMP	104-000-316-024	-30.58
1/20/2022	Tule Trash Company	DUMP FEE	112-436-300-192	74.00
1/20/2022	Tule Trash Company	PULL FEE	112-436-300-200	1,316.20
1/20/2022	Tule Trash Company	DUMP FEE PRISON 1	112-436-300-192	630.72
1/20/2022	Tule Trash Company	PULL FEE PRISON 1	112-436-300-200	262.10
1/20/2022	Tule Trash Company	DUMP FEE PRISON 2	112-436-300-192	927.84
1/20/2022	Tule Trash Company	PULL FEE PRISON 2	112-436-300-200	1,048.40
1/20/2022	Turnpseed Electric Svc Inc	SEWER STATION #4 REPAIR	120-435-300-140	437.04
1/20/2022	unWired Broadband	INTERNET SVC WTP	105-437-300-220	199.95
1/20/2022	Verizon Wireless	DATA DEC 2021	104-421-300-221	418.11
1/20/2022	WEX BANK	CD FUEL STATEMENT	104-406-300-250	115.21
1/20/2022	WEX BANK	PD FUEL STATEMENT	104-421-300-250	4,166.08
1/20/2022	WEX BANK	PW FUEL STATEMENT	105-437-300-250	1,510.81
1/20/2022	WEX BANK	PW FUEL STATEMENT	120-435-300-250	868.88
1/20/2022	WEX BANK	PW FUEL STATEMENT	109-434-300-250	345.22
1/20/2022	WEX BANK	PW FUEL STATEMENT	104-412-300-250	886.01
1/20/2022	WEX BANK	PW FUEL STATEMENT	104-431-300-250	195.73
1/20/2022	WEX BANK	PW FUEL STATEMENT	104-432-300-250	198.18
1/20/2022	WEX BANK	REBATES/FUEL STATEMENT	104-432-300-250	-55.47
1/20/2022	WEX BANK	TRANSIT FUEL STATEMENT	145-410-300-250	2,114.63

Warrant Total: 649,898.66





City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**PRESENTATION  
ITEM #: 4-A**

**MEMORANDUM**

**TO:** City Council

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

**DATE:** January 20, 2022

**MEETING DATE:** January 25, 2022

**SUBJECT:** Today's presentation by Kendall Flint regarding Kings County Regional Transportation Plan (RTP) will provide information about upcoming opportunities for public comment and engagement.

**Presentation**: Every four years Kings County Association of Governments (KCAG) is required to develop a comprehensive long-range planning document or Regional Transportation Plan (RTP). The RTP establishes regional goals, identifies present and future needs regarding transportation and infrastructure. The RTP will cover major transportation ISSUES IN Kings County region including state highways, transportation system management and transportation control measures The RTP represents an accumulation of all the plans by the local agencies, including Corcoran, Avenal, Hanford Lemoore and the unincorporated areas of the county.

**Attachments**





# Kings Regional Vision

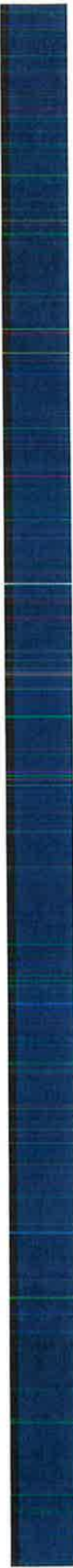
People. Choices. Community.



# Who is KCAG and what do we do?

---

- Metropolitan Planning Organization for the Kings County Region.
- Association of local governments with all four Cities and the County of Kings are members.
- One of 18 in California and 381 nationwide
- Administer the flow of federal and state transportation funding to our member agencies.



# What is Kings Regional Vision?

---

This is an update to our  
Regional Transportation  
Plan including a  
Sustainable  
Communities Strategy.

Guides transportation  
investments, priorities,  
and plans.

Focus on regional issues  
and multiple modes

Link with land use,  
housing & employment.

Covers 25 years  
thru 2046.

# What must the Plan do?

---

- Have a shared vision of all of the Cities and the County.
- Be financially sound – what can we realistically pay for?
- Emphasize system preservation.
- Provide prioritized list of transportation projects.
- Meet state and federal requirements.

## KINGS REGIONAL VISION

HOME | ABOUT US | CONTACT



**HELP US PLAN FOR OUR REGION'S FUTURE!**

**Kings Regional Vision**  
People. Choices. Community.

We're updating our  
Regional Transportation Plan and Sustainable Communities Strategy.

**TUESDAY, FEBRUARY 8, 2022 | WEDNESDAY, FEBRUARY 9, 2022**  
6:30 PM - 8:30 PM

**Click HERE to register for our February 8th Workshop**  
**Click HERE to register for our February 9th Workshop**



KCAC is required to develop a comprehensive long-range planning document or Regional Transportation Plan (RTP) every four years. The RTP establishes regional goals, identifies present and future needs, deficiencies and constraints, and fiscally constrained infrastructure improvements. The RTP discusses the major transportation issues in the Kings County region including state



**Sign Up for eNews!**



People. Choices. Community.



# Scenario Development





# Upcoming Workshops

---

February 8, 2022  
6:30 PM

February 9, 2022  
6:30 PM

Register at [www.kingsregionalvision.com](http://www.kingsregionalvision.com)



# Questions?

---

Terri King, Executive Director  
KCAG

Terri.King@co.kings.ca.us  
(559) 852-2678

Kendall Flint, Outreach Task Manager  
DKS Associates

Kendall.flint@dksassociates.com  
(650) 455-1201



City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7-A

**MEMORANDUM**

**TO:** City Council

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

**DATE:** January 20, 2022

**MEETING DATE:** January 25, 2022

**SUBJECT:** Consideration and acceptance of Final Subdivision Map 21-02 and Resolution 3116 regarding TSDM 880 approved by the Corcoran Planning Commission on July 10, 2006.

**Recommendation:**

Staff recommends acceptance of Final Map 21-02 and Resolution 3116 regarding TSDM 880 Fox Run 1 owned by D. R. Horton.

**Discussion:**

On July 10, 2006 , the Planning Commission reviewed and approved Tentative Subdivision 880 regarding property located at the North side of Patterson Avenue, west of 7th Avenue APN 034-120-003. The Final map submitted by D.R. Horton was reviewed and approved by the Community Development Director and the City Engineer.

**Budget Impact:** There is no negative impact to the General fund.

**Attachments**

1. Final Map 21-02
2. Liability Insurance
3. Labor and Materials Bond
4. Performance Bond
5. Subdivision Agreement



# TRACT NO. 880

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

AUGUST 2021

## LEGEND

- A FOUNDATION POINT AS SHOWN
- B SET IN AND RECOVER, TYPED YELLOW
- C SET IN AND RECOVER IN CONCRETE, TYPED YELLOW
- D SET IN AND RECOVER 1/4" SET FROM TRAIL CORNER
- E ALONG PROPERTY LINE, TYPED YELLOW
- F RECORDED REVERSE MAP RECORDS IN BOOK OF PUBLIC MAPS AT PAGE 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
- G BOUNDARY OF PROPERTY BEING SAVED
- H PUBLIC UTILITY EASEMENT
- I EASEMENT, INCLUDING EASEMENT
- J NEIGHBORHOOD RECORDS
- K RECOVER
- L RECOVER
- M RECOVER
- N RECOVER
- O RECOVER
- P RECOVER
- Q RECOVER
- R RECOVER
- S RECOVER
- T RECOVER
- U RECOVER
- V RECOVER
- W RECOVER
- X RECOVER
- Y RECOVER
- Z RECOVER

**BASIS OF BEARINGS**  
 THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CONCORDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA, IS THE BASIS OF BEARINGS FOR THIS TRACT.

**EASEMENT LOCATION CANNOT BE DETERMINED FROM RECORD DATA**  
 1. PUBLIC UTILITY EASEMENT LOCATED FEBRUARY 1, 1974 IN BOOK 14 OF DEEDS, PAGE 68, 69.

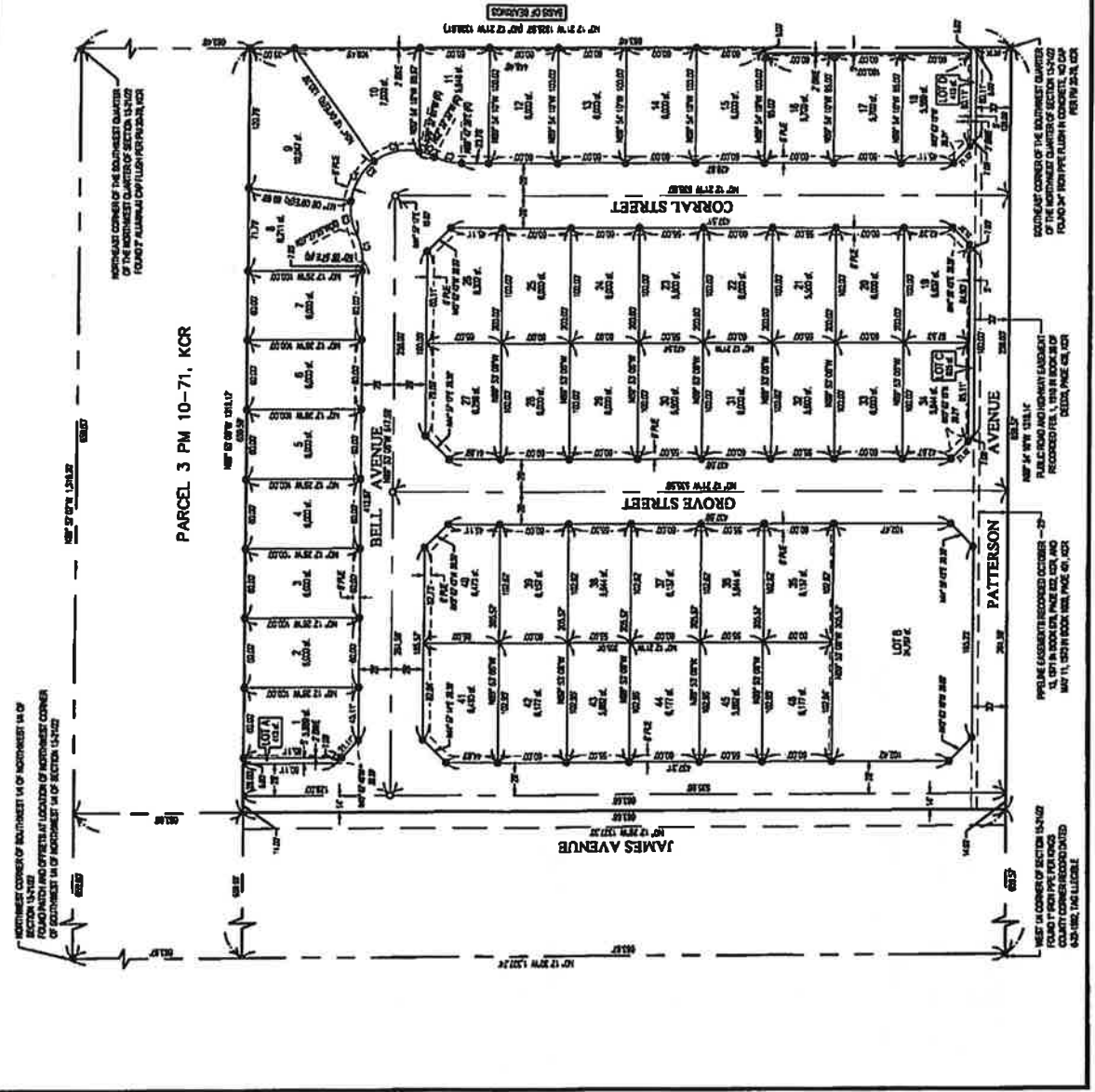


CURVE #	DATA	LENGTH	BEARINGS
C1	27°45'00"	24.87	03.07
C2	14°30'00"	58.48	03.07
C3	32°00'00"	33.00	03.07
C4	47°00'00"	41.07	03.07
C5	47°00'00"	41.07	03.07
C6	37°45'00"	24.87	03.07

PREPARED BY:

ACREBROS

304 S. SHAGLE ST., STE. A  
 PALMDALE, CA 93550  
 TEL. (805) 222-2222  
 FAX. (805) 222-2223



# TRACT NO. 880

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

AUGUST 2021

### OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT WE ARE THE ONLY PROPRIETARY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS MAP AND THAT WE ARE THE ONLY WRITERS WHOSE CONSENT IS NECESSARY TO PLACE THIS TITLE TO LAND, AND WHOSE CONSENT TO THE PREPARATION AND REGISTRATION OF THIS MAP AND SUBDIVISION IS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINE.

WE HEREBY OFFER TO EXECUTE AND DO HEREBY AGREE TO THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE REPEATED PURPOSES:

- 1. LET ARE USE TO THE CITY OF CORCORAN ENGINEERING AND OTHER PUBLIC PURPOSES.
- 2. RIGHT OF WAY FOR UTILITIES IN USE TO THE CITY OF CORCORAN FOR ROADWAY PURPOSES.
- 3. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THEREIN, AS SHOWN ON THIS MAP.
- 4. BLOCK WALL EASEMENT FOR BLOCK WALL PURPOSES, AS SHOWN HEREON AND DESIGNATED THEREIN, BLOCK WALL (GASBENT)

DIV. KORTON CO., INC., A CALIFORNIA CORPORATION

BY:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE WITNESSES ONLY THE IDENTITY OF THE PERSON(S) WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTH, FAITH, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF KINGS

ON \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public

personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name is herein subscribed to the foregoing instrument, and who acknowledged to me that he or she executed the same in the presence of the notary for the purposes and consideration therein expressed.

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

WITNESSED BY ME,

Signature \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_

County \_\_\_\_\_

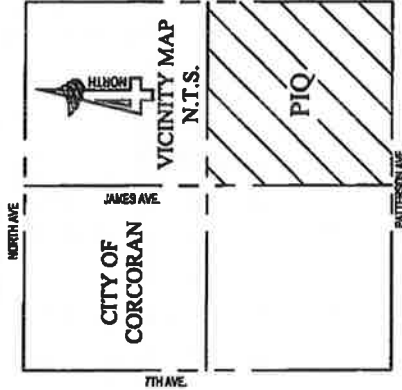
SOILS REPORT  
A SOILS REPORT WAS IN ACCORDANCE WITH SECTION 80030.1 OF THE SUBDIVISION MAP ACT PREPARED ON \_\_\_\_\_ BY \_\_\_\_\_

TAX COLLECTOR/TREASURER'S STATEMENT  
THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 4 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH RELEVANT CODES.

DATED \_\_\_\_\_

JAMES H. ORL, DIRECTOR OF FINANCE

BY \_\_\_\_\_



### SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA AND THAT THE TRACT MAP, COMPREHENSIVE THIS MAP, IS TRUE AND COMPLETE REPRESENTATION OF A FIELD SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE TECHNICAL MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE SURVEYOR'S STATEMENT. I HAVE REVIEWED THE TRACT MAP AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_

NAME \_\_\_\_\_

### CITY ENGINEER'S STATEMENT

I, \_\_\_\_\_, CITY ENGINEER OF THE CITY OF CORCORAN, DO HEREBY CERTIFY THAT I HAVE REVIEWED THE TRACT MAP AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT. I HAVE REVIEWED THE TRACT MAP AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_

NAME \_\_\_\_\_

### CITY SURVEYOR'S STATEMENT

I, \_\_\_\_\_, CITY SURVEYOR OF THE CITY OF CORCORAN, DO HEREBY CERTIFY THAT I HAVE REVIEWED THE TRACT MAP AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_

NAME \_\_\_\_\_

### PLANNING COMMISSION STATEMENT

APPROVED BY THE CITY OF CORCORAN COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW BY \_\_\_\_\_

DATE \_\_\_\_\_

NAME \_\_\_\_\_

### CITY COUNCIL'S STATEMENT

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021. I HEREBY CERTIFY THAT I HAVE REVIEWED THE TRACT MAP AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_

NAME \_\_\_\_\_

### COUNTY RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_, IN THE OFFICE OF THE COUNTY RECORDER, KINGS COUNTY, CALIFORNIA.

RECORDER'S USE

NAME \_\_\_\_\_

DEPUTY \_\_\_\_\_

PROCESSED BY



300 S. SHAWL RE. L.P.E. A  
P.O. BOX 100  
CORCORAN, CA 95308  
TEL: 530.832.2222  
FAX: 530.832.2270



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	<b>CONTACT NAME:</b> PHONE (Ac. No. Ext): (866) 283-7122      FAX (Ac. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> D.R. Horton CA3, Inc. a Delaware corporation 419 W. Murray Avenue Visalia CA 93291 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Insurance Corporation      NAIC # 42404	
	<b>INSURER B:</b> AIG Specialty Insurance Company      26883	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier : A

Certificate No : 570090612655



COVERAGES      CERTIFICATE NUMBER: 570090612655      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADD. INFO	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			RMGGL1595449 SIR applies per policy terms & conditions	07/01/2021	07/01/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPROP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-651-288173-031	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			WA765D288173011 AOS WC7651288173021 WI	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-BA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Tract Map No. 880. City of Corcoran and its officers, officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Corcoran and its officers, officials, employees and agents in accordance with the policy provisions of the workers' Compensation policy.

<b>CERTIFICATE HOLDER</b>  City of Corcoran 832 Whitley Ave. Corcoran CA 93212 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective: 12:01 A.M. 07/01/2021

Forms a part of Policy No.: RMGGL 159-54-49

Issued to D.R. Horton

By: American International Specialty Lines Insurance Company

**ADDITIONAL INSURED - - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**


ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**PRIMARY/NON-CONTRIBUTORY WORDING:**

IT IS AGREED THAT THIS POLICY IS PRIMARY AS RESPECTS ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED AND THAT SUCH INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IS EXCESS AND NON-CONTRIBUTORY WITH THIS POLICY AS RESPECTS TO WORK PERFORMED BY THE NAMED INSURED.

  
Authorized Representative or  
Countersignature (in states where  
required)



**LABOR AND MATERIALS BOND**

(Public Improvements)

Bond No. LICX1210801

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 D.R. HORTON, INC. (hereinafter collectively designated as the "Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated December 14, 2021, and identified as project Fox Run Subdivision, 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 Lexon Insurance Company, 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 one million seven hundred twenty-eight thousand four hundred sixty-one and 28/100 and 00/100 dollars (\$1,728,461.28 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.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on December 9, 2021.

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

  
\_\_\_\_\_  
Principal

By: DAVID HATCH, DIVISION PRESIDENT  
(print name and company name)

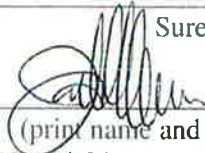
Date: \_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(print name and company name)

Date: December 9, 2021

Lexon Insurance Company  
\_\_\_\_\_  
Surety

By:   
\_\_\_\_\_  
(print name and company name)  
(Attach Notary Acknowledgment)  
James I. Moore, Attorney-in-Fact

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:**

Lexon Insurance Company  
12890 Lebanon Road  
Mt. Juliet, TN 37122  
\_\_\_\_\_  
\_\_\_\_\_



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarise M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars (\$15,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

<p><b>Endurance Assurance Corporation</b></p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP &amp; Senior Counsel</p> 	<p><b>Endurance American Insurance Company</b></p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP &amp; Senior Counsel</p> 	<p><b>Lexon Insurance Company</b></p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP &amp; Senior Counsel</p> 	<p><b>Bond Safeguard Insurance Company</b></p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP &amp; Senior Counsel</p> 
---	--	--	--

**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9<sup>th</sup> day of December 2021

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

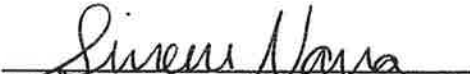
Telephone: 616-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois        }  
                                  } ss.  
County of DuPage        }

On December 9, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025

  
Sinem Nava, Notary Public



Commission No. 859777

## 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

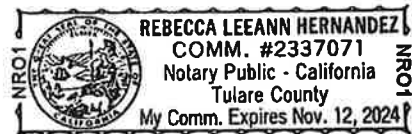
On December 15, 2021 before me, Rebecca LeeAnn Hernandez, Notary Public  
(insert name and title of the officer)

personally appeared David Hatch  
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 Rebecca LeeAnn Hernandez (Seal)





**PERFORMANCE BOND**

(Public Improvements)

Bond No. LICX1210801

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Corcoran, hereinafter designated as the "City" and D.R. HORTON, INC. collectively as the "Principal," entered into a written agreement on or about December 14, 2021, as a condition of the filing of a final subdivision map for the project generally identified as the Fox Run Subdivision, 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 Lexon 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 one million seven hundred twenty-eight thousand four hundred sixty-one and 28/100 and 00/100 dollars (\$1,728,461.28 USD) lawful money of the United States 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.

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: \_\_\_\_\_

\_\_\_\_\_  
Principal

By: DAVID HATCH, DIVISION PRESIDENT  
(print name and company name)

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

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(print name and company name)

Date: December 9, 2021

\_\_\_\_\_  
Lexon Insurance Company  
Surety

By: \_\_\_\_\_  
(print name and company name)  
(Attach Notary Acknowledgment)  
James I. Moore, Attorney-in-Fact

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:**

Lexon Insurance Company  
12890 Lebanon Road  
Mt. Juliet, TN 37122





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Mellssa Schmidt, Tarese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars (\$15,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019

Endurance Assurance Corporation  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of December 2021

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 616-553-9600 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois        }  
                                  } ss.  
County of DuPage        }

On December 9, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025

*Sinem Nava*  
Sinem Nava, Notary Public



Commission No. 859777

# 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 December 15, 2021 before me, Rebecca LeeAnn Hernandez, Notary Public  
(insert name and title of the officer)

personally appeared David Hatch,  
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 Rebecca LeeAnn Hernandez (Seal)





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 \_\_\_\_\_, 2021 (the "Effective Date") by and between D.R. Horton CA3, Inc., a Delaware Corporation ("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 North Avenue to the north, 7<sup>th</sup> Avenue to the west, Patterson Avenue to the south, & 6 ½ Avenue to the east in the City of Corcoran, Kings County, California, and identified by Tract Map No. 880, 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 June 12, 2006, the Planning Commission of the City of Corcoran ("Planning Commission") adopted Resolution No. 06-11, approving the Tentative Map for Tract No. 880, prepared by Brad Swenson, dated August 9, 2006 subject to certain conditions of approval. On June 7, 2021 during a special Planning Commission meeting, the Corcoran Planning Commission approved a revision to the approved Tentative Map (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.

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 "Fox Run Subdivision Improvements" prepared by 4Creeks, Inc. and dated July 26, 2021 (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 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 Manager or his/her designee 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 one million seven hundred twenty eight thousand four hundred sixty one dollars (\$1,728,461.00). 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 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 contain errors or omission in any material 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 use commercially reasonable efforts to obtain, as determined by City Engineer in its reasonable discretion, 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 and the City Engineer has determined that commercially reasonable efforts were made to obtain any written acceptances that were withheld.

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 twenty thousand five hundred ninety dollars (\$ 20,590) (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 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.



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 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"), except for those Claims arising from City's gross negligence or willful misconduct, 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 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).

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 (\$1,728,461.00). In connection therewith, Developer shall furnish and deliver such performance surety bond in the amount of one million seven hundred twenty eight thousand four hundred sixty one dollars (\$1,728,461.00), 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 one million seven hundred twenty eight thousand four hundred sixty one dollars (\$1,728,461.00) 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, plus the amount required by Government Code § 66499.7(d), 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.

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 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 makes commercially reasonable efforts, as determined by City Engineer in its reasonable discretion, to obtain 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 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. .

**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 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 Civil Code 8424, 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.

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 if Developer fails to comply with applicable laws, regulations, and/or applicable permits 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, and City will cooperate in all reasonable respects, 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, 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.

29.2 100% 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 100% share of the total cost is based on the number of lots in the Subdivision (46 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  
Main: (559) 992-2151 Ext. 2110  
Email: [Kevin.Tromborg@cityofcorcoran.com](mailto:Kevin.Tromborg@cityofcorcoran.com)  
Attention: Community Development Director

Developer: D.R. Horton – Central Valley Division  
419 W. Murray Avenue  
Visalia, CA 93291  
Main: 559-636-9850  
Email: [dchatch@drhorton.com](mailto:dchatch@drhorton.com)  
Attention: David Hatch, Division President

And  
D.R. Horton – Sacramento Division  
2260 Douglas Blvd., Ste. 110  
Roseville, CA 95661  
Main: 916-953-5771  
Email: [sdabrams@drhorton.com](mailto:sdabrams@drhorton.com)  
Attention: Steven Abrams, DVP and Legal Counsel

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.

32. 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.

33. 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.

34. 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.

35. 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.

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

37. 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.

38. 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.

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

40. 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 OF CORCORAN**  
a California municipal corporation

**D.R. HORTON CA3, INC.**  
a Delaware Corporation

By: \_\_\_\_\_  
Greg Gatzka, City Manager

By:  \_\_\_\_\_  
David Hatch, Division President


**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Moses Diaz, City Attorney

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Steven D. Abrams, DVP and Division Counsel,  
D.R.HORTON CA3, INC.

**Exhibit A**  
**Legal Description of**  
**the Property**

**Exhibit B**  
**Improvement Plans**

**Exhibit C**

**Engineer's Cost Estimate**

**ACKNOWLEDGEMENTS**

STATE OF CALIFORNIA )  
COUNTY OF Placer )

On December 30, 2021, 2021 before me, C. Hedges  
Notary Public, personally appeared Steven D. Abrams,  
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.

C. Hedges (SEAL)  
Notary Public



\*\*\*\*\*

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2021 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.

\_\_\_\_\_  
Notary Public (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 Tulare

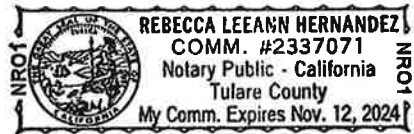
On January 4<sup>th</sup>, 2022 before me, Rebecca LeeAnn Hernandez, Notary Public  
(insert name and title of the officer)

personally appeared David Hatch  
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 Rebecca LeeAnn Hernandez (Seal)







City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

## STAFF REPORT

ITEM #: 7-B

### MEMORANDUM

**TO:** Corcoran City Council

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

**SUBJECT:** Award to complete the 2021 2024 Vehicle Abatement Contract to Arts Towing Service.

**DATE:** January 20, 2022

**MEETING DATE:** January 25, 2022

### RECOMMENDATION:

Consider approving award of the remaining years of the vehicle abatement contract held by Reliable Status Towing and Dismantling, Corcoran, CA 93212 to Arts Towing Service with the option of extending the contract for an additional year upon the approval and request of both of the parties.

### DISCUSSION

Reliable Towing Service suffered personal loss and are unable to continue service of the current contract. Because of the urgent need, Community Development Department staff inquired of local and out of town tow companies of interest to complete the contract. Staff was able to obtain quotes from only one company who expressed interest in providing vehicle abatement service for the City of Corcoran. Arts Towing Service. Because this will be fulfilling an awarded contract it will not be necessary to advertise a Request For Proposal (RFP).

Art's Towing service in a new local company located at 1512 Dairy Avenue and will provide vehicle abatement services and contract the dismantling to a sub-contractor from Tulare. The cost each tow through the program will be \$80.00 for tows in the city limits and \$100.00 for the fringe areas under the program.

### BUDGET IMPACT:

The vehicle abatement costs are reimbursed to the city by the State Vehicle Abatement Program.



City of

# CORCORAN

FINANCE DEPARTMENT

FOUNDED 1914

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

**MEMORANDUM**

**TO:** City Council

**FROM:** Greg Gatzka, City Manager  
Soledad Ruiz-Nunez, Finance Director

**DATE:** January 20, 2022

**MEETING DATE:** January 25, 2022

**SUBJECT:** Mid-Year budget review for Fiscal Year 2022.

**Summary:**

Review the revenues and expenses for the period beginning July 1, 2021 through December 31, 2021.

**Discussion:**

The City budget was done with estimates and projections and during the mid year budget review we are able to review if projections were correct.

**Budget Impact:**

None.

**Attachments:**

YTD revenues and expenses schedule.



City of Corcoran							
SUMMARY BUDGET: 1Q BUDGET REVIEW							
FY 2022 July 1, 2020 to June 30, 2022							
July 1, 2020 to June 30, 2021				July 1, 2021 to June 30, 2022			
1	Measure A						
2							
3	Revenues	Budget	Actuals 12/31/2020	%	Budget	Actuals 12/31/2021	%
4	Sales Tax Revenue	1,395,000	1,017,630	73%	1,862,248	1,276,265	69%
5	Interest	8,000	2,645	33%	4,000	1,254	31%
6	Revenue Totals	1,403,000	1,020,275	73%	1,866,248	1,277,519	68%
7							
8							
9	Expenditures						
10	General Fund/Reserves	201,700	-	0%	250,000	-	0%
11	Two New PD Officers	190,000	95,000	50%	200,000	100,000	50%
12	Current PD Officers and PD Services	310,000	155,000	50%	200,000	100,000	50%
13							
14	Parks & Recreation						
15	Liability & Property Insurance	-	-		8,191	7,127	87%
16	Equipment Maintenance & Repair	-	-		-	740	
17	Professional Services	192,811	-	0%	125,000	42,674	34%
18	Contract with Other Agencies	210,000	142,241	68%	238,000	106,112	45%
19	Special Department Supplies	-	-		-	-	
20	Buildings	-	45,867		-	-	
21	Improvement Other than Buildings	-	-		50,000	-	0%
22	Machinery & Equipment	140,000	21,428	15%	150,000	70,922	47%
23							
24	General Government						
25	Liability & Property Insurance	-	-		-	-	
26	Equipment Maintenance & Repair	-	-		-	-	
27	Professional Services	-	-		-	-	
28	Contract with Other Agencies	-	-		-	-	
29	Special Department Supplies	-	-		-	-	
30	Buildings	-	-		120,000	-	0%
31	Improvement Other than Buildings	-	-		-	-	
32	Machinery & Equipment	-	-		-	-	
33							
34	Public Safety						
35	Liability & Property Insurance	-	-		-	-	
36	Professional Services	-	-		-	-	
37	Contract with Other Agencies	158,259	39,565	25%	550,000	18,085	3%
38							
39	PW Streets & Buildings						
40	Liability & Property Insurance	-	-		-	-	
41	Equipment Maintenance & Repair	-	-		-	-	
42	Professional Services	-	-		-	-	
43	Contract with Other Agencies	-	-		-	-	
44	Special Department Supplies	-	-		-	1,822	
45	Buildings	-	-		-	-	
46	Improvement Other than Buildings	-	-		-	-	
47	Machinery & Equipment	-	-		-	-	
48							
49	Transfer Out	250,000	250,000		20,000	10,000	50%
50		1,652,770	749,101	45%	1,911,191	457,482	24%
51							
52	Measure A Revenues Over/Under Expenditures	(249,770)	271,174		(44,943)	820,036	



**RESOLUTION NO. 3116  
PERTAINING TO  
FINAL MAP 21-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
APPROVING FINAL MAP 21-02 REGARDING SUBDIVION 880 FOX RUN  
SUBMITTED BY D.R. HORTON**

**Whereas**, there is a need for low and moderate income housing; and

**Whereas**, the City Council met on January 25, 2022 to review the Final map submitted by D.R. Horton ;and

**Whereas**, the Council considered the Staff report, documents, the Subdivision Agreement and Final Map and;

**Whereas**, the property is located north of Patterson Avenue, west of 7<sup>th</sup> Avenue East of the projected extension of James Avenue APN: 034-120-003.

**Whereas**, the subject property is zoned R1-5; and

**Whereas**, the map, subdivision agreement and documents was fully vetted by the City Manager, City Attorney, City Engineer and the Community Development Director:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Corcoran hereby approves Final Map 21-2, Resolution 3116 and the subdivision agreement as presented.

**PASSED AND ADOPTED** at a regular meeting of the Corcoran City Council held on the 25th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

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

Patricia Nolan, Mayor

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

Marlene Spain, City Clerk





**STAFF REPORT  
ITEM #: 7-D****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: January 20, 2022****MEETING DATE: January 25, 2022****SUBJECT: Raymond Lerma Memorial Ad Hoc Committee Update****Summary:**

The Raymond Lerma Memorial Ad Hoc Committee has been meeting since December 3, 2021, and will be presenting an update on their progress.

**Recommendation:**

Informational Item

**Budget impact:**

None with this action.

**Background:**

On October 7, 2021, the City Council formed the Raymond Lerma Memorial Ad Hoc Committee for the purpose of developing recommendations for honoring and memorializing former council member Raymond Lerma on a City property. The committee is composed of Maricela Lerma, Mary Gomez, Aldo Garcia, Jeanette Zamora-Bragg, and Joe Faulkner. The committee held their first meeting on December 3, 2021, and had meetings on December 17th in 2021, and January 14th and 21st in 2022. Committee members were also invited to attend the City's Gateway Park Groundbreaking held on December 10, 2021.

The committee has been working together to build consensus on recommending a site location and type of memorial. This committee presentation will be given by Aldo Garcia and Maricela Lerma, and provide an update to the Council on their committee progress. Committee work is still ongoing to refine their final recommendation.



City of

# CORCORAN

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

**MEMO**

**TO: Corcoran City Council**

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

**DATE: January 20, 2022 MEETING DATE: January 25, 2022**

**SUBJECT: Consider appointment to the Kings Mosquito Abatement District Board**

**Recommendation:**

Move to appoint Tina Botill to the Kings Mosquito Abatement District Board.

**Discussion:**

Staff received a letter from the Kings Mosquito Abatement District regarding the expired term of Cindy Harris. Ms. Harris has served as the Secretary of the Board for several terms, however, she no longer resides in Corcoran. The Kings Mosquito Abatement District is requesting Tina Botill be appointed as the representative for the City of Corcoran.

Attached for Council review is the letter received by the Kings Mosquito Abatement District.

Once the appointment is made, staff will notify the Kings Mosquito Abatement District.

**Budget Impact:**

None



# Kings Mosquito Abatement District

13960 Power Way, Hanford, CA 93230

Phone: 559-584-3326

Web: [www.kingsmosquito.net](http://www.kingsmosquito.net)

E mail: [office@kingsmosquito.net](mailto:office@kingsmosquito.net)

December 13, 2021

City Council  
City of Corcoran  
1033 Chittenden Avenue  
Corcoran, CA 93212

Re: Appointment to Kings Mosquito Abatement District

Members of the City Council:

The term of office for Ms. Cindy Harris as the Representative for the City of Corcoran on the Kings Mosquito Abatement District Board of Trustees is expiring and she is no longer a resident of the City of Corcoran.

The purpose of this correspondence is to request an appointment of Tina Botill for a term as the Representative for the City of Corcoran effective February 1, 2022, or at your earliest convenience.

If you have any questions regarding this appointment, please do not hesitate to call me at the District office, 559-584-3326 or e-mail me at [cavanagh@kingsmosquito.net](mailto:cavanagh@kingsmosquito.net).

Kind Regards,

Michael Cavanagh  
District Manager

City of

# CORCORAN

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## MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

### MEMORANDUM

**MEETING DATE:** January 25, 2022  
**TO:** Corcoran City Council  
**FROM:** Greg Gatzka, City Manager  
**SUBJECT:** Matters for Mayor and Council

#### UPCOMING EVENTS / MEETINGS

- February 2, 2022 (Wednesday) Corcoran Chamber Annual Banquet – 5:30 PM at the RAC Gymnasium
- February 8, 2022 (Tuesday) City Council Meeting – 5:30 PM
- February 21, 2022 (Monday) City Offices Closed in Observance of President's Day
- February 22, 2022 (Tuesday) City Council Meeting – 5:30 PM

- A. City Manager's Report:
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
  - 1. Staff Referral Items
- C. Committee Reports
  - 1. Kings Waste and Recycling Agency (KWRA)
  - 2. Kings County Association of Governments (KCAG)
  - 3. Kings Community Action Organization

City Offices

