

**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, April 11, 2017
5:30 P.M.***

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

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

Public Comment: 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 walk to the rostrum, state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

Consent Calendar: 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.

ROLL CALL

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

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**

- 2-A. Approval of minutes of the meeting of the City Council on March 28, 2017.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approve Proclamation 2017-05 honoring Bob Geissler.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated April 11, 2017. **(Ruiz-Nuñez) (VV)**

4. **PRESENTATIONS**

5. **PUBLIC HEARINGS**

5-A. Public Hearing to obtain comments regarding Unmet Transit Needs and consider Adoption of Resolution No. 2884 regarding Unmet Transit Needs. **(Tromborg) (VV)**

- A. Open public hearing
- B. Staff report and presentation
- C. Accept written testimony
- D. Accept oral testimony
- E. Close hearing
- F. Council discussion
- G. By motion, approve/approve with changes/deny recommendation.

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Authorize lease agreement between the City of Corcoran and J.G. Boswell for the use of land at the City's wastewater disposal fields for agriculture related activities. **(Faulkner) (VV)**
- 7-B. Approve revised lease with the State of California Department of General Services Real Estate Services Division for office space at the Regional Accounting Office (1020 Chittenden Ave.) **(Meik) (VV)**
- 7-C. Review third quarter of 2017 Fiscal Year revenue and expenses. **(Ruiz-Nuñez)**

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**

9-A. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – **ANTICIPATED LITIGATION** (Government Code § 54956.9(d)).

Initiation of litigation (Government Code § 54956.9(d)(4)).

Number of potential cases is: 1.

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

- Designated representatives: _____ City Manager _____
- Name of employee organization: _____, or
- Position title(s) of unrepresented employee(s): _____
- _____.

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 April 7, 2017.

Marlene Lopez, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
Tuesday, March 28, 2017**

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

ROLL CALL

Councilmembers present: Raymond Lerma, Patricia Nolen, Sidonio Palmerin, Robertson and Jeanette Zamora-Bragg

Councilmembers absent: None

Staff present: Jennie Barkinskaya, Joseph Faulkner, Marlene Lopez, Kindon Meik, Soledad Ruiz-Nuñez, and Kevin Tromborg

Press present: Jeanette Todd "The Corcoran Journal"

INVOCATION Invocation was presented by Nolen.

FLAG SALUTE The flag salute was led by Zamora-Bragg.

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR**

Councilmember Robertson requested Item 2-C be pulled from the constant calendar.

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

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSTAIN:

Following Council discussion on Item 2-C a **motion** was made by Robertson and seconded by Zamorra-Bragg to table the item pending further information from staff to determine the City's willingness to support AB 1 and SB 1.

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Robertson to approve the Warrant Register dated March 28, 2017. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A Following Council discussion a **motion** was made Robertson and seconded by Nolen to authorize modifications to the water treatment plant pressure filters. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-B Following Council discussion a **motion** was made by Palmerin and seconded by Zamora-Bragg to authorize staff to contract Layne Christensen for the repairs on Well 6A. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-C. Dennis Tristao, 1515 Norboe Ave, addressed the City Council and expressed concern regarding the issue of dumping on agricultural fields. Tristao appreciated the Council's support of the City Spring Clean-Up Event.

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Nolen to approve the annual City Spring Clean-Up Event. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-D. Felipe Garcia representing the Relay for Life emphasized on how the Festival is a great way to get the community together and at the same time create cancer awareness.

Following Council discussion a **motion** was made by Robertson seconded by Nolen to request of Felipe Garcia with Relay for Life to hold a festival on Saturday, April 29, 2017 in downtown Corcoran, utilizing John Maroot Park and the Veteran's Hall Building. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-E. City Manager Kindon Meik requested that Item 7-E be tabled until the April 11, 2017 meeting. **7-F.** Following Council discussion a **motion** was made by Palmerin and seconded by Zamora-Bragg to approve Resolution 2883 authorizing the Low Carbon Transit Operations Program (LCTOP). Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-G. Following Council discussion a **motion** was made by Robertson and seconded by Nolen to award the contract for the remodel of the Regional Accounting Office to Carvalho Construction. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-H. Mayor Lerma opened the nominations for Planning Commissioner. Nolen nominated Janet Watkins for Planning Commissioner. Motion was made by Nolen seconded by Palmerin to close nominations.

AYES: Lerma, Nolen, Palmerin, Robertson, and Zamora-Bragg

NOES:

ABSENT:

The City Clerk held a roll call vote to appoint Watkins as the Planning Commissioner. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

8. MATTERS FOR MAYOR AND COUNCIL

8-A. Council received information items.

8-B. Staff received referral items.

8-C. Committee reports.

CLOSED SESSION

At 6:20 p.m. Council recessed to closed session pursuant to:

- 9-A. PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – **ANTICIPATED LITIGATION** (Government Code § 54956.9(d)).

Initiation of litigation (Government Code § 54956.9(d)(4)).

Number of potential cases is: 1.

The regular meeting was reconvened at 6:42 p.m.

ADJOURNMENT

6:45 P.M.

Raymond Lerma, Mayor

Marlene Lopez, City Clerk

APPROVED DATE: _____

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Marlene Lopez, Assistant to the City Manager/City Clerk

DATE: April 7, 2017 MEETING DATE: April 11, 2017

SUBJECT: Approval of Proclamations No. 2017- 05 honoring Bob Geissler.

Recommendation: (Consensus)

Move to approve the Consent Calendar approving Proclamation No. 2017- 05.

Discussion:

Ben Geissler is a decorated Veteran a long-time resident of the City of Corcoran. Mr. Geissler will be traveling with the Central Valley Honor Flight to Washington D.C. to visit the memorials.

Upon his return, Mr. Geissler will be receiving a surprise mail call with a package filled with letters and pictures. Following review, staff respectfully requests the proclamations be approved as per required action.

Budget Impact:

None

City Offices

Proclamation No. 2017-05

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
HONORING
BOB GEISSLER**

WHEREAS, Bob Geissler is a decorated Veteran and long-time resident of the City of Corcoran;

WHEREAS, Bob Geissler will be traveling with the Central Valley Honor Flight from Fresno to Washington D.C to visit the memorials;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran hereby recognizes

Bob Geissler

On being selected to participate in the Honor Flight and for his contribution to our Country.

DATED: April 11, 2017

Raymond Lerma, Mayor

Accounts Payable

Blanket Voucher Approval Document



#1

User: spineda
Printed: 03/30/2017 - 8:35AM
Warrant Request Date: 03/30/2017
DAC Fund:

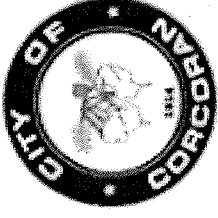
Batch: 00503.03.2017 - 3/28/17 Mnl Wrnt Rgstr FY

Line	Claimant	Voucher No.	Amount
1	Richard's Chevrolet	000062674	28,343.44
			<hr/>
			Page Total: \$28,343.44
			<hr/>
			Grand Total: \$28,343.44

Accounts Payable

Voucher Approval List

User: spineda
Printed: 03/30/2017 - 8:36AM
Batch: 00503.03.2017 - 3/28/17 Mnl Wmt Rgstr FY17



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62674	3/30/2017	Richard's Chevrolet	VAN FOR EXPLORERS VIN#2636	104-421-500-540	22,626.44
62674	3/30/2017	Richard's Chevrolet	VAN FOR EXPLORERS VIN#2636	114-414-500-540	5,717.00
Warrant Total:					28,343.44

Accounts Payable

Blanket Voucher Approval Document

User: spineda
Printed: 04/04/2017 - 2:46PM
Warrant Request Date: 04/04/2017
DAC Fund:



#2

Batch: 00501.04.2017 - 04/11/17 Wrnt Rgstr FY17

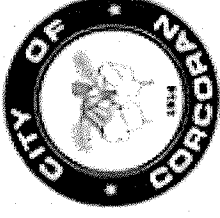
Line	Claimant	Voucher No.	Amount
1	Alameda Electrical Distributors Inc	000062681	219.27
2	Amtrak	000062682	1,625.00
3	Amtrak	000062683	1,625.00
4	Amtrak	000062684	590.00
5	Amtrak	000062685	590.00
6	AT&T Mobility	000062686	39.51
7	Auto Zone, Inc.	000062687	107.35
8	Az Auto Parts	000062688	141.25
9	Best Deal Food Co Inc.	000062689	19.05
10	Caves & Associates	000062690	511.88
11	Central Valley Lawn Care	000062691	350.00
12	Chicago Title Company	000062692	73.84
13	City of Corcoran	000062693	223.04
14	Corcoran Chamber of Commerce	000062694	660.00
15	Corcoran Community Foundation	000062695	58,250.00
16	Corcoran Hardware	000062696	1,257.48
17	Corcoran Publishing Company	000062697	782.00
18	Creative Bus Sales, Inc	000062698	70.32
19	Creative Forms & Concepts	000062699	406.89
20	CRWA	000062700	425.00
21	Daniel Modesto	000062701	173.00
22	Diamond Cut Glass, Inc	000062702	203.63
23	Dispensing Technology Corp	000062703	6,370.69
24	Eric Boyett	000062704	173.00
25	EverBridge Inc.	000062705	4,120.00
26	Ferguson Enterprises, Inc	000062706	2,701.19
27	Frontier Communications	000062707	105.75
28	Gary V. Burrows Inc.	000062708	616.72
29	Gary Cramer	000062709	248.00
30	GPS International Technologies	000062710	240.00
31	Grainger Inc	000062711	27.49
32	Hanford Chrysler Dodge Jeep	000062712	105.42
33	High Desert Wireless Broadband	000062713	2,727.70
34	Industrial Test Systems Inc	000062714	488.52
35	Ingram Digital Electric	000062715	1,196.24
36	John Harris	000062716	248.00
37	Kings County Planning Agency	000062717	10,487.91
38	Kings County Treasurer	000062718	5,513.39
39	Kings County Treasurer	000062719	3,386.94
40	Law & Associates Investigations	000062720	600.00
41	League of California Cities	000062721	300.00
42	Local Government Publications	000062722	129.49
43	McMaster-Carr	000062723	936.09
44	Nova Management, Inc.	000062724	2,785.68
45	PG&E	000062725	74,833.17
46	Proclean Supply	000062726	903.07

Page Total: \$187,587.97

Line	Claimant	Voucher No.	Amount
47	Quad Knopf, Inc.	000062727	1,634.40
48	Robins Borghei LLP	000062728	8,006.75
49	Robinsons Interior Inc	000062729	193.50
50	Safe Water Technologies, Inc.	000062730	9,191.90
51	Safety-Kleen Systems, Inc	000062731	334.15
52	Sawtelle Rosprim Machine Shop	000062732	37.50
53	SECO Controls, LLC	000062733	601.37
54	Shell Fleet Plus	000062734	8,230.93
55	Shyam Bhaskar, MD	000062735	130.00
56	T&T Pavement Markings	000062736	487.22
57	TF Tire & Service	000062737	569.32
58	The Criscom Company	000062738	6,500.00
59	The Gas Company	000062739	2,499.96
60	The Lawnmower Man	000062740	2,904.87
61	The Printer	000062741	756.54
62	Tip's Towing #2	000062742	350.00
63	TSA Consulting Group, Inc.	000062743	50.00
64	Tule Trash Company	000062744	104,815.74
65	Turnupseed Electric Svc Inc	000062745	4,303.54
66	unWired Broadband	000062746	199.95
67	US Bank Equipment Finance	000062747	213.58
68	USA Blue Book	000062748	1,519.64
69	Verizon Wireless	000062749	1,211.93
70	Wright's Electric	000062750	32.12
71	Zoom Imaging Solutions Inc	000062751	18.70
Page Total:			\$154,793.61
Grand Total:			\$342,381.58

Accounts Payable Voucher Approval List

User: spineda
 Printed: 04/04/2017 - 2:47PM
 Batch: 00501.04.2017 - 04/11/17 Wint Rgstr FY17



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount	
62681	4/4/2017	Alameda Electrical Distributors Inc	LAMPS/PHOTO CELL	104-432-300-210	219.27	
					Warrant Total:	219.27
62684	4/4/2017	Amtrak	TICKETS/ TEN 10-RIDE PASSES	145-410-300-292	590.00	
62685	4/4/2017	Amtrak	TICKETS/ TEN 10-RIDE PASSES	145-410-300-292	590.00	
62682	4/4/2017	Amtrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50	
62682	4/4/2017	Amtrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50	
62683	4/4/2017	Amtrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50	
62683	4/4/2017	Amtrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50	
					Warrant Total:	4,430.00
62686	4/4/2017	AT&T Mobility	WWTP -DUTY MAN CELL PHONE ACCT#834605440	120-435-300-220	39.51	
					Warrant Total:	39.51
62687	4/4/2017	Auto Zone, Inc.	SHIFT CABLE BUSHING UNIT#190	105-437-300-260	14.78	
62687	4/4/2017	Auto Zone, Inc.	OIL PRESSURE UNIT#223	104-421-300-260	64.81	
62687	4/4/2017	Auto Zone, Inc.	HALOGEN CAPSULE UNIT#223	104-421-300-260	27.76	
					Warrant Total:	107.35
62688	4/4/2017	Az Auto Parts	HEADLIGHT SOTCKE & BULB UNIT#202	104-421-300-260	29.40	
62688	4/4/2017	Az Auto Parts	DEPT SUPPLIES NON DETERGENT OIL	105-437-300-210	26.81	
62688	4/4/2017	Az Auto Parts	AIR FILTER /OIL FILTER UNIT#190	105-437-300-260	23.84	
62688	4/4/2017	Az Auto Parts	DEPT SUPPLIES WD-40	105-437-300-210	44.79	
62688	4/4/2017	Az Auto Parts	OIL FILTER BUS #238	145-410-300-260	16.41	
					Warrant Total:	141.25
62689	4/4/2017	Best Deal Food Co Inc.	DEPT SUPPLIES	120-435-300-210	1.91	
62689	4/4/2017	Best Deal Food Co Inc.	DOG FOOD	104-421-300-203	17.14	
					Warrant Total:	19.05
62690	4/4/2017	Caves & Associates	NEGOTATIONS APRIL 2017	104-402-300-200	511.88	

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62691	4/4/2017	Central Valley Lawn Care	LANDSCAPE SVC-PHEASANT RIDGE	111-602-300-200	350.00
				Warrant Total:	511.88
62692	4/4/2017	Chicago Title Company	PAY OFF LOAN OVERPMT-MARTH ZAVALA	177-448-300-290	73.84
				Warrant Total:	73.84
62693	4/4/2017	City of Corcoran	CITY SVCS-2410 BELL MARCH 2017	301-430-300-316	83.69
62693	4/4/2017	City of Corcoran	CITY SVCS-1116 SHERMAN -MARCH 2017	301-430-300-316	139.35
				Warrant Total:	223.04
62694	4/4/2017	Corcoran Chamber of Commerce	2017 CORC CHAMBER OF COM MEMBERSHIP INVESTMENT	104-401-300-207	525.00
62694	4/4/2017	Corcoran Chamber of Commerce	2017 CHMABER MEMBERSHIP	331-425-300-200	135.00
				Warrant Total:	660.00
62695	4/4/2017	Corcoran Community Foundation	50% OF CONTRACT	104-412-300-206	58,250.00
				Warrant Total:	58,250.00
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	104-412-300-140	1.26
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	104-432-300-210	135.63
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	109-434-300-210	57.27
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	120-435-300-210	224.90
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	120-435-300-140	102.94
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	105-437-300-210	662.70
62696	4/4/2017	Corcoran Hardware	DEPT SUPPLIES	105-437-300-140	64.43
62696	4/4/2017	Corcoran Hardware	AMOUNT APPIED-WTP	105-437-300-210	-21.65
62696	4/4/2017	Corcoran Hardware	C-TRAIN LOCKS/STORAGE	104-421-300-210	30.00
				Warrant Total:	1,257.48
62697	4/4/2017	Corcoran Publishing Company	TRANSIT AD-MARCH 9& 23 2017	145-410-300-156	566.00
62697	4/4/2017	Corcoran Publishing Company	PUBLIC HEARING TRANSIT NEEDS	145-410-300-170	216.00
				Warrant Total:	782.00
62698	4/4/2017	Creative Bus Sales, Inc	SMP 4 POST FOR BUS 169	145-410-300-260	70.32
				Warrant Total:	70.32
62699	4/4/2017	Creative Forms & Concepts	LASER PAYROLL CHECKS W/SHIPPING CHARGE	104-405-300-155	406.89

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62700	4/4/2017	CRWA	CRWA EXPO/CONF -DANIEL MODESTO	105-437-300-170	406.89
				Warrant Total:	425.00
62701	4/4/2017	Daniel Modesto	PER DIEM FOR CRWA EXPO 4/24-28/17 -DANIEL MODESTO	105-437-300-270	173.00
				Warrant Total:	173.00
62702	4/4/2017	Diamond Cut Glass, Inc	REPLACE BROKEN WINDOW @ VETS HALL	104-432-300-210	203.63
				Warrant Total:	203.63
62703	4/4/2017	Dispensing Technology Corp	CRACK SEALANT	109-434-300-210	6,370.69
				Warrant Total:	6,370.69
62704	4/4/2017	Eric Boyett	PER DIEM-*CRWA EXPO 4/24-28/17-E. BOYETT	105-437-300-270	173.00
				Warrant Total:	173.00
62705	4/4/2017	EverBridge Inc.	NIXLE ENGAGE AGREEMENT 6/1/17-5/31/18	114-414-300-210	4,120.00
				Warrant Total:	4,120.00
62706	4/4/2017	Ferguson Enterprises, Inc	DEPT SUPPLIES-FIP BALL CURB/SOIL PROB	105-437-300-210	2,658.23
62706	4/4/2017	Ferguson Enterprises, Inc	DEPT SUPPLIES-PIPE/CAPS/PLUGS/TEES	105-437-300-210	42.96
				Warrant Total:	2,701.19
62707	4/4/2017	Frontier Communications	VETS HALL ACCT#5599928680112299-5	104-432-320-220	105.75
				Warrant Total:	105.75
62708	4/4/2017	Gary V. Burrows Inc.	WTP-FUEL FOR PUMPS	105-437-300-250	980.72
62708	4/4/2017	Gary V. Burrows Inc.	OVERCHARGE (THIS WAS A FUEL DELIVERY TICKET)	145-410-300-250	-364.00
				Warrant Total:	616.72
62709	4/4/2017	Gary Cramer	OFFICER INVOLVED SHOOTING 4/23-28/17	104-421-300-270	248.00
				Warrant Total:	248.00
62710	4/4/2017	GPS International Technologies	TRACK FUSION ACCESS SVC	104-421-300-200	240.00
				Warrant Total:	240.00
62711	4/4/2017	Grainger Inc	V-BELT PULLEY	105-437-300-210	27.49

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62712	4/4/2017	Hanford Chrysler Dodge Jeep	HOSE HEAT UNIT#223	104-421-300-260	27.49
Warrant Total:					105.42
62713	4/4/2017	High Desert Wireless Broadband	CAT 6 NETWORK DATA CABLE RUN	145-410-300-141	450.00
62713	4/4/2017	High Desert Wireless Broadband	CPD INTERVIEW ROOM	104-421-300-181	1,850.20
62713	4/4/2017	High Desert Wireless Broadband	TROUBLE SHOOT PD UNITS	104-421-300-260	427.50
Warrant Total:					2,727.70
62714	4/4/2017	Industrial Test Systems Inc	REAGENT #1 #3/ARSENIC TEST STRIPS	105-437-300-210	488.52
Warrant Total:					488.52
62715	4/4/2017	Ingram Digital Electric	RESET CONTROLLER & CHK TIMING -OTIS & WHITLEY	109-434-300-200	336.00
62715	4/4/2017	Ingram Digital Electric	SIGNAL CABINT KEYS X10	109-434-300-210	53.63
62715	4/4/2017	Ingram Digital Electric	REST WHITLEY & OTIS REPAIR LETTS	109-434-300-200	728.00
62715	4/4/2017	Ingram Digital Electric	SIGNAL/PEDESTRIAN BUTTON REPLACEMENT	109-434-300-210	78.61
Warrant Total:					1,196.24
62716	4/4/2017	John Harris	OFFICER INVOLVED SHOOTING 4/23-48/17-PER DIEM	104-421-300-270	248.00
Warrant Total:					248.00
62717	4/4/2017	Kings County Planning Agency	COUNTY LOAN PAYMENTS 1/17-3/31/17	190-470-365-099	1,279.95
62717	4/4/2017	Kings County Planning Agency	COUNTY LOAN PAYMENTS 1/17-3/31/17	191-472-365-099	3,314.48
62717	4/4/2017	Kings County Planning Agency	COUNTY LOAN PAYMENTS 1/17-3/31/17	193-474-365-099	1,198.15
62717	4/4/2017	Kings County Planning Agency	COUNTY LOAN PAYMENTS 1/17-3/31/17	195-477-365-099	3,382.14
62717	4/4/2017	Kings County Planning Agency	COUNTY LOAN PAYMENTS 1/17-3/31/17	196-478-365-099	1,637.56
62717	4/4/2017	Kings County Planning Agency	CITY 3% SHARE	301-430-366-100	-324.37
Warrant Total:					10,487.91
62718	4/4/2017	Kings County Treasurer	BOND CHARGES 1/1-3/31/17	120-435-340-343	5,513.39
62719	4/4/2017	Kings County Treasurer	COUNTY IMPACT FEES 1/1-3/31/17	104-000-202-008	3,471.61
62719	4/4/2017	Kings County Treasurer	CITY ADMIN FEE PFF FEE	104-000-366-100	-84.67
Warrant Total:					8,900.33
62720	4/4/2017	Law & Associates Investigations	BACKGROUND SVCS	104-421-300-200	600.00
Warrant Total:					600.00

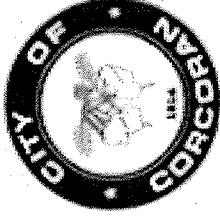
Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62721	4/4/2017	League of California Cities	SOUTH SAN JOAQUIN VALLEY DIVISION MTG 2/16/17	104-401-300-271	100.00
62721	4/4/2017	League of California Cities	2017 LOCAL STREETS & ROADS NEEDS ASSESSMENTS	109-434-300-200	200.00
				Warrant Total:	300.00
62722	4/4/2017	Local Government Publications	CALAND USE 2017 UPDATE	104-406-300-170	129.49
				Warrant Total:	129.49
62723	4/4/2017	McMaster-Carr	LIFT STATION 3 REPAIR /STAINLESS WIRE/CLAMP	120-435-300-140	936.09
				Warrant Total:	936.09
62724	4/4/2017	Nova Management, Inc.	TEMP WORKER J. TIENDA & C. VEGA	109-434-300-200	1,384.08
62724	4/4/2017	Nova Management, Inc.	TEMP WORKER J. TIENDA & C. VEGA	109-434-300-200	1,401.60
				Warrant Total:	2,785.68
62725	4/4/2017	PG&E	ACCT#99497000756-9	111-601-300-240	9.53
62725	4/4/2017	PG&E	ACCT#99497000756-9	145-410-300-240	793.95
62725	4/4/2017	PG&E	ACCT#99497000756-9	104-411-300-240	2,915.93
62725	4/4/2017	PG&E	ACCT#99497000756-9	104-412-300-240	573.35
62725	4/4/2017	PG&E	ACCT#99497000756-9	104-432-300-240	4,918.68
62725	4/4/2017	PG&E	ACCT#99497000756-9	104-432-320-240	62.89
62725	4/4/2017	PG&E	ACCT#99497000756-9	109-434-300-240	276.73
62725	4/4/2017	PG&E	ACCT#99497000756-9	120-435-300-240	18,348.47
62725	4/4/2017	PG&E	ACCT#99497000756-9	121-439-300-240	582.50
62725	4/4/2017	PG&E	ACCT#99497000756-9	105-437-300-240	40,601.61
62725	4/4/2017	PG&E	ACCT#5304135173-4	111-601-300-240	93.49
62725	4/4/2017	PG&E	ACCT#5304135173-4	111-603-300-240	8.93
62725	4/4/2017	PG&E	ACCT#5304135173-4	111-604-300-240	105.48
62725	4/4/2017	PG&E	ACCT#5304135173-4	104-412-300-240	13.51
62725	4/4/2017	PG&E	ACCT#5304135173-4	109-434-300-240	5,528.12
				Warrant Total:	74,833.17
62726	4/4/2017	Proclean Supply	JANITORIAL SUPPLIES	104-432-300-210	731.49
62726	4/4/2017	Proclean Supply	JANITORIAL SUPPLIES	105-437-300-210	85.79
62726	4/4/2017	Proclean Supply	JANITORIAL SUPPLIES	120-435-300-210	85.79
				Warrant Total:	903.07
62727	4/4/2017	Quad Knopf, Inc.	UWMP UPDATE	105-437-300-200	411.48
62727	4/4/2017	Quad Knopf, Inc.	WWTP POND EXPANSION	120-435-500-530	1,222.92

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62728	4/4/2017	Robins Borghei LLP	PROFESSIONAL SVCS FEB 2017 RE: NITRATE	105-437-300-200	643.50
62728	4/4/2017	Robins Borghei LLP	PROFESSIONAL SVCS JAN 2017 RE: NITRATE	105-437-300-200	7,363.25
			Warrant Total:		8,006.75
62729	4/4/2017	Robinsons Interior Inc	12X10 COMMERCIAL CARPET	104-432-300-210	193.50
			Warrant Total:		193.50
62730	4/4/2017	Safe Water Technologies, Inc.	WATER PLANT FILTER UPGRADE	105-437-300-140	9,191.90
			Warrant Total:		9,191.90
62731	4/4/2017	Safety-Kleen Systems, Inc	PARTS CLEANER SVC	104-433-300-200	334.15
			Warrant Total:		334.15
62732	4/4/2017	Sawtelle Rosprim Machine Shop	REPAIR MANHOLE COVER	120-435-300-140	37.50
			Warrant Total:		37.50
62733	4/4/2017	SECO Controls, LLC	IRON REAGENTS 1,2,3	105-437-300-210	601.37
			Warrant Total:		601.37
62734	4/4/2017	Shell Fleet Plus	MARCH 2017 STATEMENT	145-410-300-250	3,055.91
62734	4/4/2017	Shell Fleet Plus	MARCH 2017 STATEMENT	104-412-300-250	885.55
62734	4/4/2017	Shell Fleet Plus	MARCH 2017 STATEMENT	104-421-300-250	2,018.93
62734	4/4/2017	Shell Fleet Plus	MARCH 2017 STATEMENT	109-434-300-250	399.63
62734	4/4/2017	Shell Fleet Plus	MARCH 2017 STATEMENT	120-435-300-250	610.42
62734	4/4/2017	Shell Fleet Plus	MARCH 2017 STATEMENT	105-437-300-250	1,260.49
			Warrant Total:		8,230.93
62735	4/4/2017	Shyam Bhaskar, MD	PHYSICAL EXAM-LISA JONES	145-410-300-200	10.00
62735	4/4/2017	Shyam Bhaskar, MD	PHYSICAL EXAM-SHANNON ROWE	104-402-300-200	120.00
			Warrant Total:		130.00
62736	4/4/2017	T&T Pavement Markings	36x36 ROUGH ROAD SIGN X4	109-434-300-214	487.22
			Warrant Total:		487.22
62737	4/4/2017	TF Tire & Service	NEW TIRES X4 UNIT#190	105-437-300-260	569.32

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	569.32
62738	4/4/2017	The Criscom Company	INVOICES FOR FARMERS MARKET FEB 17	104-401-300-200	1,250.00
62738	4/4/2017	The Criscom Company	INVOICES FOR FARMERS MARKET APRIL 17	104-401-300-200	1,250.00
62738	4/4/2017	The Criscom Company	INVOICE FOR CROSS CREAK LEVEE PRJ CONSLT SVC 3/15--	104-402-300-200	2,000.00
62738	4/4/2017	The Criscom Company	INVOICE FOR CROSS CREAK LEVEE PRJ CONSLT SVC 3/15--	104-402-300-200	2,000.00
				Warrant Total:	6,500.00
62739	4/4/2017	The Gas Company	ACCT#11484795064	104-411-300-242	2,490.77
62739	4/4/2017	The Gas Company	ACCT#17151733304.	301-430-300-316	9.19
				Warrant Total:	2,499.96
62740	4/4/2017	The Lawnmower Man	MISC PARTS UNIT#112,113,114,115	104-412-300-140	2,120.87
62740	4/4/2017	The Lawnmower Man	MISC PARTS UNIT#116,119,122	104-412-300-140	784.00
				Warrant Total:	2,904.87
62741	4/4/2017	The Printer	WEED ABATEMENT POSTCARD	104-407-300-190	756.54
				Warrant Total:	756.54
62742	4/4/2017	Tip's Towing #2	EVIDENCE TOW CASE#C1700421	104-421-300-280	350.00
				Warrant Total:	350.00
62743	4/4/2017	TSA Consulting Group, Inc.	MARCH 2017 SVCS FOR 401 A PLAN	104-405-300-200	50.00
				Warrant Total:	50.00
62744	4/4/2017	Tule Trash Company	CONTRACT	112-438-300-200	118,387.61
62744	4/4/2017	Tule Trash Company	FRANCHISE FEE 7.5%	112-436-316-023	-8,879.07
62744	4/4/2017	Tule Trash Company	FRANCHISE FEE/ROLL OFFS/FEB 2017	112-436-316-023	-1,157.37
62744	4/4/2017	Tule Trash Company	FRANCHISE FEE/ROLL OFFS/MARCH 2017	112-436-316-023	-1,824.30
62744	4/4/2017	Tule Trash Company	OVERPYMENT FY16	112-000-120-022	-1,711.13
				Warrant Total:	104,815.74
62745	4/4/2017	Turnpseed Electric Svc Inc	REPAIRS -STATION 3 @ 6 1/2 & NORTH	120-435-300-140	391.68
62745	4/4/2017	Turnpseed Electric Svc Inc	REPAIRS -STATION 2 @ 6 1/2 & SHERMAN	120-435-300-140	1,233.93
62745	4/4/2017	Turnpseed Electric Svc Inc	REPAIRS -STATION 2 @ 6 1/2 & SHERMAN	120-435-300-140	2,677.93
				Warrant Total:	4,303.54
62746	4/4/2017	unWired Broadband	INTERNET SVC-WTP	105-437-300-220	199.95

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
62747	4/4/2017	US Bank Equipment Finance	PUBLIC WORKS COPIER LEASE	109-434-300-180	199.95
Warrant Total:					213.58
62748	4/4/2017	USA Blue Book	PUMP RPLCMNT -MAG PUMP 1/2 HP	105-437-300-140	1,108.14
62748	4/4/2017	USA Blue Book	DEPT SUPPLIES-Y FILL GAUGE /DIAPHGM SEAL	105-437-300-210	411.50
Warrant Total:					1,519.64
62749	4/4/2017	Verizon Wireless	CELL SVC FEB16-MAR15 2017 ACCT#672038320-0001	104-421-300-221	1,211.93
Warrant Total:					1,211.93
62750	4/4/2017	Wright's Electric	LGHT BULBS/LAMPS	104-432-300-210	32.12
Warrant Total:					32.12
62751	4/4/2017	Zoom Imaging Solutions Inc	COPIER RENTAL /OVERAGE	104-421-300-180	18.70
Warrant Total:					18.70

Accounts Payable GL Distribution Report



User: spineda
 Printed: 4/4/2017 - 2:52 PM
 Batch: 00501.04.2017 - 04/11/17 Wmnt Rgstr FY17
 Fiscal Period: 10
 JE Date: 04/04/2017

Fund	DR Amount	CR Amount	Account Number	Description
104 General	0.00	94,946.88	104-000-100-100	Cash In Checking
	94,946.88	0.00	104-000-202-010	Accounts Payable
	<u>94,946.88</u>	<u>94,946.88</u>		
105 Water Fund	0.00	68,232.92	105-000-100-100	Cash In Checking
	68,232.92	0.00	105-000-202-010	Accounts Payable
	<u>68,232.92</u>	<u>68,232.92</u>		
109 Gas Taxes	0.00	17,515.16	109-000-100-100	Cash In Checking
	17,515.16	0.00	109-000-202-010	Accounts Payable
	<u>17,515.16</u>	<u>17,515.16</u>		
111 Assessments	0.00	567.43	111-000-100-100	Cash In Checking
	567.43	0.00	111-000-202-010	Accounts Payable
	<u>567.43</u>	<u>567.43</u>		
112 Refuse Fund	0.00	104,815.74	112-000-100-100	Cash In Checking
	104,815.74	0.00	112-000-202-010	Accounts Payable
	<u>104,815.74</u>	<u>104,815.74</u>		
114 Suppl Law Enforce Svcs Fund	0.00	4,120.00	114-000-100-100	Cash In Checking
	4,120.00	0.00	114-000-202-010	Accounts Payable
	<u>4,120.00</u>	<u>4,120.00</u>		

Fund	DR Amount	CR Amount	Account Number	Description
120 Wastewater/Sanitary Sewer	4,120.00	4,120.00		
	0.00	31,427.38	120-000-100-100	Cash In Checking
	31,427.38	0.00	120-000-202-010	Accounts Payable
	31,427.38	31,427.38		
121 Wastewater/Storm Drain	0.00	582.50	121-000-100-100	Cash In Checking
	582.50	0.00	121-000-202-010	Accounts Payable
	582.50	582.50		
145 Transit	0.00	9,244.59	145-000-100-100	Cash in Checking
	9,244.59	0.00	145-000-202-010	Accounts Payable
	9,244.59	9,244.59		
177 Home Program Income	0.00	73.84	177-000-100-100	Cash In Checking
	73.84	0.00	177-000-202-010	Accounts Payable
	73.84	73.84		
190 Kings County CDBG 1992	0.00	1,279.95	190-000-100-100	Cash In Checking
	1,279.95	0.00	190-000-202-010	Accounts Payable
	1,279.95	1,279.95		
191 Kings County CDBG1993	0.00	3,314.48	191-000-100-100	Cash In Checking
	3,314.48	0.00	191-000-202-010	Accounts Payable
	3,314.48	3,314.48		
193 Kings County 1996	0.00	1,198.15	193-000-100-100	Cash In Checking
	1,198.15	0.00	193-000-202-010	Accounts Payable
	1,198.15	1,198.15		

Fund	DR Amount	CR Amount	Account Number	Description
195 1999 County CDBG	0.00	3,382.14	195-000-100-100	Cash In Checking
	3,382.14	0.00	195-000-202-010	Accounts Payable
	<u>3,382.14</u>	<u>3,382.14</u>		
196 2001 Kings County CDBG	0.00	1,637.56	196-000-100-100	Cash In Checking
	1,637.56	0.00	196-000-202-010	Accounts Payable
	<u>1,637.56</u>	<u>1,637.56</u>		
301 Housing Authority	92.14	0.00	301-000-100-100	Cash in Checking
	0.00	92.14	301-000-202-010	Accounts Payable
	<u>92.14</u>	<u>92.14</u>		
331 Police Activities League (PAL)	0.00	135.00	331-000-100-100	Cash
	135.00	0.00	331-000-202-010	Accounts Payable
	<u>135.00</u>	<u>135.00</u>		
Grand Total:	<u>342,565.86</u>	<u>342,565.86</u>		

CORCORAN

**PUBLIC HEARING
ITEM # 5-A**

TO: Corcoran City Council

FROM: Kevin Tromborg, City of Corcoran Community Development Director

DATE: April 05, 2017 **MEETING DATE:** April 11, 2017

SUBJECT: Public Hearing to obtain comments regarding Unmet Transit Needs and consider Adoption of Resolution No. 2884 regarding Unmet Transit Needs

Recommendation: Voice Vote

That the Council adopts Resolution No. _____ with one of the following findings:

1. There are no unmet transit needs.
2. There are no unmet transit needs that are reasonable to meet.
3. There are unmet transit needs, including needs that are reasonable to meet.

Discussion:

This is a State Law Mandated public hearing, to allow the opportunity for public input on whether or not there are transit needs in the community that are reasonable to meet and are not being met by our existing services. At the conclusion of this hearing, the Council will be requested to adopt Resolution No. 2884 with one of the above-listed findings.

The California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC). When claims are received for LTF money for purposes not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the following items must be considered first:

- a) Low mobility person's transit needs
- b) Adequate accessible public transit service is available in the jurisdictions of each claimant
- c) Alternative transit services

Community Development / Corcoran Area Transit (CAT) is currently in the process of researching and looking to assume the KART's (Kings Area Rural Transit) two day route that is currently operating in Corcoran, as of July 1, 2017 KART will no longer provide this service to Corcoran Residence. The KART route currently has twenty-two (22) pick locations in the City of Corcoran. CAT and KART have come to an agreement. KART will continue a courtesy pick up at the Transit Depot, during this time CAT will assume the route and meet the KART bus twice (2) a day Monday through Friday.

Once these elements have been addressed the City of Corcoran is free to use any remaining balance of LTF funds for the purpose of street and road maintenance. The City of Corcoran has historically used all of its available LTF funds for transit related activities. We are in a position where we will be able to use some of these funds for streets and roads maintenance activities in this budget year and hopefully in the next.

At this time, staff is unaware of any unmet transit needs in the community. The City always has forms available for comment from the users of this service and for the community to notify us of any needs not being met. Unless new issues are raised during the hearing, staff would recommend the adoption of Resolution No. _ indicating there are no unmet transit needs.

Budget Impact:

There is the potential for additional funds to be available for streets and roads maintenance activities in the City of Corcoran.

RESOLUTION NO. 2884

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN FINDING
NO UNMET TRANSIT NEEDS AND MAKING A CLAIM FOR LOCAL
TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC); and

WHEREAS, when claims are received for LTF money for purposes not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the TPC shall insure that:

- a) Low mobility person's transit needs have been considered,
- b) Adequate accessible public transit service is available in the jurisdictions of each claimant has been considered,
- c) Alternative transit services have been considered; and

WHEREAS, pursuant to Public Utilities Code, Section 99238.5, the City of Corcoran held a duty noticed public hearing on April 11, 2017 and for the purpose of soliciting comments on the unmet transit needs that may exist within the City of Corcoran transit service area and that may be reasonable to meet by establishing or contracting for new public transportation services or specialized transportation services or by expanding existing services; and

WHEREAS, at said public hearing _____, testimony was provided concerning _____; and

WHEREAS, that based on a review of transit services being provided, the testimony received, recent transit studies, and a review of the Regional Transportation Plan which addresses the needs for transit services:

NOW, THEREFORE, BE IT RESOLVED, that there are _____ within the jurisdictions of the City of Corcoran that are _____.

BE IT FURTHER RESOLVED, that after consideration of all available information compiled pursuant to Public Utilities Code, Section 99401.5(a), (b), and (c), that the City Council of the City of Corcoran finds that there are no unmet transit needs that are reasonable to meet. That the City of Corcoran City Manager is authorized to execute and file all claims or any other document required by the Department. That the City of Corcoran City Manager is authorized to provide additional information as the Department may require in connection with the application and is authorized to submit and approve requests for reimbursement of funds from the Department.

The foregoing Resolution was adopted on a motion by Council Member _____ and seconded by Council Member _____, at a regular meeting held on the 11th day of April 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Raymond Lerma, Mayor

ATTEST:

Marlene Lopez, City Clerk

CLERKS CERTIFICATE

I, Marlene Lopez, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 11th day of April 2017, by the vote as set forth therein.

DATED: April 11, 2017

Marlene Lopez, Acting City Clerk

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Superintendent

DATE: March 30, 2017

MEETING DATE: April 11, 2017

SUBJECT: Lease Agreement between the City of Corcoran and the J. G. Boswell Company.

Recommendation:

That council authorizes the proposed Addendum No. 2 lease agreement between the City of Corcoran and the J. G. Boswell Company.

Discussion:

At the January 20, 2015 meeting, City Council approved a land lease agreement between the City of Corcoran and the J. G. Boswell Company. This agreement is for the use of land at the City's Wastewater Disposal Fields for agriculture related activities. The Addendum No. 2 adds an additional 27.5 acres bringing the total lease amount to 68.2 acres.

Budget impact:

The City Wastewater Fund should realize an annual income of \$13,640.00 from this lease agreement.

City Offices

ADDENDUM NO. 2 TO LEASE AGREEMENT
MADE AND EFFECTIVE NOVEMBER 15, 2014

The Parties hereto agree as follows:

1. Attached hereto as Exhibit 1 is that certain Lease Agreement made and effective November 15, 2014.
2. Attached hereto as Exhibit 2 is that certain Addendum No. 1 to Lease Agreement made and effective November 15, 2014.
3. The parties wish to amend Article 1, Leased Premises, Section 1.01, entitled Leased Premises, to include that certain land described as Section 5 on Exhibit A, consisting of 27.5 acres. For identification purposes only, Section 5 is depicted on Exhibit A by an "X" drawn through it. Section 5 is in addition to property currently being leased on Exhibit 1 hereto.
4. The Parties also wish to amend Article 3, Rent, Taxes and Utilities, and, specifically, Section 3.01 entitled Rent. Rent shall be increased by \$200.00 per acre for the additional 27.5 acres, for an additional rent payment of \$5,500.00 per annum, making a total due and owing for rent in the amount of \$13,640.00 per annum.
5. Except as modified herein, the Parties agree that all other terms and conditions of Exhibits 1 and 2 shall remain in full force and effect.

This Addendum No. 2 shall be effective _____.

CITY OF CORCORAN (Lessor)

J. G. BOSWELL COMPANY (Lessee)

By _____
Raymond Lerma, Mayor

By _____
Name: _____
Title: _____

EXHIBIT 1

#8,140.
December

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and effective November 15, 2014, by and between CITY OF CORCORAN, a municipal corporation organized and existing under the laws of the State of California ("Lessor"), with its principal place of business located at 832 Whitley Ave, Corcoran, California, in the County of Kings, State of California, and PHYTOGEN COTTON SEED, LLC ("Lessee"), maintaining its principal place of business at 850 Plymouth Ave, Corcoran, California 93212.

In consideration for the rents and covenants hereinafter set forth in this Lease, the Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor the Premises, upon the following terms and conditions:

ARTICLE 1
LEASED PREMISES

Section 1.01 Leased Premises.

Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain land described as Section 3 on Exhibit A, attached hereto and incorporated herein by this reference, consisting of 40.7 acres.

Section 1.02 Lessor's Warranty of Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon timely paying the rent and other charges herein provided for and performing the Lessee's obligations in accordance with this Lease, shall lawfully and quietly hold, occupy and enjoy the leased Premises during the Lease Term without hindrance or molestation by Lessor or any person claiming under Lessor.

Notwithstanding any other provision to the contrary, Lessor shall not provide water to the leased premises. However, Lessor reserves the right to discharge water from any of its facilities on to the leased premises at a time and in a manner deemed appropriate by Lessor, in its sole discretion. In the event of such water discharge, Lessor shall not be liable to Lessee for any damages whatsoever.

ARTICLE 2
LEASE TERM

Section 2.01 Fixed Term. This Lease shall be for a period of three (3) years. The Lease Term shall commence on December 1, 2014, and expire at 11:59:59 P.M. on December 1, 2017 (the "Initial Term").

Section 2.02 Holding Over. If the Lessee, or any Person claiming under the Lessee, should hold possession of the Premises or any part thereof after the termination or expiration of this Lease, then such holding over shall constitute a tenancy from month-to-month, upon the same terms, covenants and conditions contained in this Lease so far

as they are applicable, except that the monthly payment rent due from Lessee shall be equal to one hundred fifty percent (150%) of the rent. In addition, the Lessee shall pay all damages sustained by the Lessor by reason of such holding over, and shall, upon demand by Lessor, indemnify, defend (with legal counsel selected by the Lessor) and hold the Lessor harmless from and against any loss or liability resulting from such holding over. Lessor's acceptance of such rent shall create only a tenancy at sufferance, upon the terms set forth in this section. Any such tenancy shall be terminable at any time by either party upon ten (10) days written notice to the other party. Nothing contained in this section shall be deemed or constructed to waive Lessor's right of re-entry or any other right of Lessor hereunder or at law, or as permission for the Lessee to hold-over.

ARTICLE 3 RENT, TAXES AND UTILITIES

Section 3.01 Rent.

(a) Initial Term: The rent shall be \$8,140.00 per annum (\$200.00 per acre x 40.7 acres) and shall be paid in full by December 1, 2015, and each December 1st thereafter for the term of this lease. Said rent shall be non-refundable. Lessee must pay all rent to Lessor without notice or demand in lawful money of the United States of America, at the address set forth in Section 11.06 or at such other place as Lessor may from time to time designate in writing.

Section 3.02 Utilities. [Reserved].

Section 3.03 Personal and Real Property Taxes. Pursuant to Revenue and Taxation Code section 107.6, the Lessee's possessory interest in this Agreement may be subject to property taxation, and the Lessee may be subject to the payment of property taxes levied on such interest. Any and all real, personal, property, or other taxes and assessments levied or assessed against the Property and Premises by any governmental entity, including any special assessments imposed on or against the Property and Premises for the construction or improvement of public works in, on, or above the Property and Premises, shall be paid by Lessee before they become due. The Lessee must pay, prior to delinquency, such possessory interest tax, any personal property taxes related to Lessee's personal property, fixtures and equipment located on or within the Property and Premises, and all other taxes, fees, and assessments levied against the Premises or the Property for the term of this Lease.

ARTICLE 4 USE OF THE PREMISES

Section 4.01 Primary Use. The leased premises shall be used by the Lessee exclusively for lawful farming operations only and no other activities or uses are permitted ("Permitted Use"). In connection the use of the Premises, the Lessee shall comply with all applicable rules, regulations, statutes, and ordinances of all governmental authorities, whether now in force or which may hereafter be enacted or promulgated, and shall hold the Lessor harmless from any penalties or damages arising out of the use of the Premises by the Lessee. Any proposed change in the Permitted Use shall require the prior

written approval of the Lessor which may be granted or denied in the Lessor's sole discretion. The Lessee's failure to use the Premises exclusively for the Permitted Use shall constitute a default of this Lease.

The area of land identified in Exhibit A hereto as Section 3 herein is being leased to Lessee for cotton seed production only. No cotton shall be grown in any other section identified on Exhibit A, to wit: Sections 1, 2, 4, 5, 6, 7 and 8, for the term of this Lease.

Section 4.02 Right of Lessor to Inspect. The Lessor (and its agents) shall have a right of access to the Premises at all reasonable times upon providing no less than forty-eight (48) hours prior written notice to the Lessee, (except in case of emergency in which event no prior notice need be given), for purposes of: (i) performing structural inspections, testing and repairs to the Premises; (ii) determining compliance with the provisions of this Lease; (iii) posting notices in connection with this Lease; and (iv) exhibiting the Premises to prospective purchasers or other parties. In exercising this right of access, the Lessor shall use commercially reasonable efforts to avoid unreasonably disturbing the Lessee's quiet enjoyment and use and occupancy of the Premises.

Section 4.03 Additional Prohibited Uses.

(a) The Lessee agrees not to sell or permit to be kept, used, or sold in or about said Premises any items or materials which may be prohibited by a standard form policy of fire insurance. The Lessee also agrees not to do or permit anything to be done in or about the Premises nor bring or keep anything on the Premises which will in any way cause a cancellation of any insurance policy covering the Premises.

(b) The Lessee agrees not to use or allow the Premises to be used for any unlawful purpose. The Lessee further agrees not to cause, maintain, or permit any public or private nuisance on the Premises. The Lessee agrees not to commit or allow to be committed any waste of the Premises.

Section 4.04 Reservation of Rights.

Notwithstanding any other provision in this Lease, Lessor reserves the right to discharge wastewater onto the Premises without any setoff, discount, liability or payment to Lessee.

ARTICLE 5

LIENS

Section 5.01 Prohibition of Liens on Fee or Leasehold Interest.

(a) Lessee shall not suffer or permit any mechanic's liens or other liens to be filed or recorded against the fee interest of the lot and improvements on which Premises are located, nor against Lessee's leasehold interest in the Premises nor any buildings or improvements on the lot containing the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased premises or any part thereof through or under Lessee. Upon demand by the Lessor, the Lessee shall hold harmless, indemnify and defend (with legal counsel reasonably selected by the Lessor) the Lessor against any liens and encumbrances arising out of

work performed or materials furnished by or at the direction of the Lessee, and all costs and expenses incurred by the Lessor related thereto.

(b) The Lessee must do all things reasonably necessary to prevent the filing of any mechanics' or other liens against the Property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee, or anyone holding the Premises, or any part thereof, through or under the Lessee. If any such lien shall at any time be filed against the Property, the Lessee shall cause the same to be discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Nothing contained herein shall imply any consent or agreement on the part of the Lessor to subject the Lessor's estate to liability under any mechanics' or other lien law including property taxes and special assessments. If the Lessee shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of the Lessor, the Lessor may, after notice to the Lessee, discharge the same by paying the amount claimed to be due and the amount so paid by Lessor together with interest thereon at the rate of five percent (5%) and all costs and expenses, including reasonable attorneys' fees incurred by the Lessor in procuring the discharge of such lien, shall be due and payable by the Lessee to the Lessor as additional rent on demand.

(c) The Lessee shall give the Lessor adequate prior written notice of the commencement of any proposed work in the Premises and the Lessor shall have the right to post such notices of non-responsibility as are provided for in the lien laws of the state of California.

Section 5.02 Removal of Liens by Lessee. If any such mechanic's liens or materialman's liens shall be recorded against the leased premises, or any improvements thereof, Lessee shall cause the same to be removed immediately upon notice thereof. In the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so upon the express prior written consent of Lessor and only after depositing with Lessor the amount necessary to release such lien; and in such case, Lessee hereby agrees to indemnify and save the Lessor harmless from all liability for damages occasioned by said contest by Lessee and shall, in the event of a judgment of foreclosure upon said mechanic's lien, Lessee must cause the same to be discharged and removed prior to the execution of such judgment and Lessor shall be authorized to discharge such judgment with any deposit of Lessee's funds held by Lessor.

Section 5.03 Survival of Article. The obligations of the Lessee under this Article shall survive the termination of this Lease.

ARTICLE 6 INDEMNITY

Section 6.01 Non-Liability and Indemnification of Lessor.

(a) **Lessor Not Liable for Damages.** Lessor shall not be liable at any time for any loss, damage, or injury to the Property or person whomsoever at any time occasioned by or arising out of an act or omission of the Lessee, or of anyone holding under Lessee.

(b) **Indemnification of Lessor.** Notwithstanding anything to the contrary in this Lease, and, irrespective of any insurance carried by Lessee for the benefit of Lessor,

Lessee agrees, upon demand from the Lessor, to defend (with legal counsel reasonably selected by the Lessor), indemnify and hold harmless Lessor, and the Lessor's governing body, officers, employees, and agents from any and all claims, costs and liability for any damage, injury or death of or to any person or to the property of any person arising out of the acts, errors or omissions of the Lessee, its successors, its officers, agents, employees or invitees, including, but not limited to, (i) the violation of any environmental law, (ii) any construction or alteration of the Premises, (iii) the Lessee's failure to comply with this Lease, (iv) the Lessee holding over the Premises following the termination of this Lease, or (v) the Lessee's use, maintenance or operation of the Premises (including, but not limited to, the Lessee's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the use of the Premises).

(c) The obligations of the Lessee under this section shall survive the termination of this Lease.

ARTICLE 7 ASSIGNMENT AND SUBLEASING

Section 7.01 Lessor's Consent Required.

(a) This Lease is entered into solely for the operation and use of the Premises in accordance with the terms of this Lease. The qualifications and identity of the Lessee are of particular importance and significance to the Lessor because of:

(1) The importance of the use and operation of the Premises to the general welfare of the community; and

(2) The fact that a Transfer (as defined below) is for practical purposes a transfer or disposition of the Premises and/or a sublease or assignment of this Lease.

(b) It is because of the qualifications and identity of the Lessee that the Lessor is entering into this Lease with the Lessee and that Transfers (as defined below) are permitted only as provided in this Lease. Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber the Premises, this Lease or any interest therein, or any part thereof, or any interest in the Lessee (each of which is referred to as a "Transfer") without the prior written consent of the Lessor which may be granted or denied in the Lessor's reasonable discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

Section 7.02 Conditions of Consent. As a condition to its consent, Lessor may require Lessee to pay all expenses in connection with the assignment, and Lessor may require Lessee assigned to assume in writing the obligation of Lessee under this Lease. If the Lessee attempts or otherwise completes a Transfer without first obtaining the Lessor's prior written consent then Lessor may, at its sole option, do any or all of the following in addition to any other remedies available under this Lease or applicable law: (a) void the Transfer and continue the Lease in effect or (b) ratify the Transfer.

Section 7.03 No Waiver. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting and Lessor shall remain secondarily liable for rent and all other amounts due under this Lease.

ARTICLE 8
DEFAULTS AND REMEDIES

Section 8.01 Default. Lessor may, at its option and without limiting Lessor in the exercise of any other right or remedy it may have on account of a default or breach by Lessee, exercise the rights and remedies specified in Section 8.02 if:

(a) **Abandonment.** Lessee's abandonment or vacation of the Premises for a period of thirty (30) or more consecutive days while Lessee is in default of this Lease and the rent is past due by at least one day shall be deemed an abandonment by Lessee.

(b) **Material Misrepresentation.** The Lessee or anyone acting on the Lessee's behalf, made a material misrepresentation as to any matter in any way related to Lessor's decision contract with Lessee.

(c) **Unreasonable Risk to Lessor.** The Lessee engages in misconduct or allows circumstances to exist which, in the sole discretion of the Lessor, expose the Lessor to an unreasonable risk of liability or loss.

(d) **Other Default** The Lessee's failure to observe and perform any other provision of this Lease to be observed or performed by the Lessee where such failure continues for thirty (30) days after written notice by the Lessor to the Lessee except that if the nature of the default is such that the same cannot be reasonably cured within ten (10) days, the Lessee shall not be deemed to be in default if the Lessee shall within such period commence to cure and thereafter diligently proceeds with the same to completion within thirty (30) days from the date of the Lessee's receipt of such written notice.

Section 8.02 Remedies. Upon any breach, default, or abandonment by Lessee, Lessor may exercise any, all, or any combination of the following rights after the relevant period(s) of time stated in this Lease:

(a) **Re-Entry, Removal and Storage of Property-Repairs.** Immediately re-enter and remove all persons and property from the leased Premises, storing the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Lessee. In the event of any such re-entry by Lessor, Lessor may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient provided, however, that Lessor shall be entitled to recover from Lessee the expense of said repairs or alterations only to the extent necessary to restore the Premises to the condition that such Premises were in on the commencement of the Lease Term, reasonable wear and tear excepted. In such instance, the Lease will be terminated, and Lessor will be entitled otherwise to recover all damages allowable under the law or this Lease.

(b) **Termination of Lease; Damages.** Terminate this Lease, in which event Lessee agrees to immediately surrender possession of the Premises, and to pay Lessor, in addition to any other remedy Lessor may have, all amounts past due and all damages Lessor may incur by reason of Lessee's defaults including the cost of restoring the

Premises. Upon termination of this Lease for Lessee's default, Lessor may recover from Lessee all of the following:

(1) Unpaid Rent. The value at the time of the award of any unpaid rent that had been earned at the time of the termination, to be computed by allowing interest at the rate set forth in Section 5.01, but in no case greater than the maximum amount of interest permitted by law;

(2) Projected Rent. The amount of rent that, more likely than not, would have been earned between the time of the termination and the time of the award, plus interest at the rate set forth in Section 5.01, but in no case greater than the maximum amount of interest permitted by law;

(3) Other Amounts Reasonably Necessary. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new Lessee (whether for the same or a different use), and any special concessions made to obtain a new Lessee; and

(4) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

(d) Continuation of Lease in Effect. Lessor shall have the remedy described in California Civil Code Section 1951.4, which provides that, when the Lessee has the right to sublet or assign (subject only to reasonable limitations), the Lessor may continue the Lease in effect after the Lessee's breach and abandonment and recover projected rent from Lessee as it becomes due. Accordingly, if Lessor does not elect to terminate this Lease on account of any default by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover all rent, and projected rent as described in this section, as it becomes due.

(e) Specific Performance. The Lessor may seek specific performance by Lessee of any obligation in this Lease, after which the Lessor shall retain, and may exercise and enforce, any and all rights that the Lessor may have against the Lessee as a result of such default.

(f) Cure of Default By Lessor. The Lessor may cure the default on behalf of the Lessee utilizing the deposit, or otherwise, and may add all costs incurred by the Lessor in curing such default to the rent due hereunder, and such additional rent shall accrue interest at the rate set forth in Section 5.01.

(g) Other Remedies. The Lessor may pursue any other remedy available at law or equity.

Section 8.03 No Waiver of Default. Either party's waiver of any term, covenant, or condition hereunder shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by the Lessor shall not be deemed to be

waiver of any prior breach by the Lessee of any term, covenant or condition of this Lease, other than the entitlement of Lessor to receive the particular amount rent so accepted, regardless of the Lessor's knowledge of such prior breach at the time the Lessor accepts such rent. Either party's failure to exercise any right, option or privilege hereunder shall not be deemed a waiver of such right, option or privilege nor shall it relieve the other party from (1) its obligation to perform each and every covenant and condition on its part to be performed, or (2) any damages or other remedy for failure to perform the obligations of this Lease.

Section 8.04 Remedies Cumulative. The rights, powers, elections, and remedies of the parties contained in this Lease shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair the party's right to exercise any other.

Section 8.05 Lessor's Right to Perform or Cure. If the Lessee fails to make any payment or perform any act required under this Lease, then the Lessor may make such payment or perform such other act; provided that before making any such payment, the Lessor shall first give the Lessee advance written notice of ten (10) days and an opportunity to make the payment or perform any such other act, except in emergencies (in which case no prior notice is required). All sums so paid by Lessor hereunder, together with interest thereon at the highest legal rate from the due date to the date paid, shall be deemed additional rent and are immediately due from Lessee. The Lessor may, but shall not be obligated to, use Lessee's deposit (if any) to pay for all, or a portion of, such payments. In the event the Lessor utilizes said deposit to pay for such performance, then within ten (10) days after written demand by the Lessor, the Lessee shall pay to the Lessor a sufficient sum in cash to restore the deposit to the full amount required under this Lease. In the event the Lessor utilizes its own funds, then within ten (10) days after written demand by the Lessor, the Lessee shall reimburse the Lessor for any of Lessor's expenditures under this section. If the Lessee fails to pay to Lessor for such additional rent due under this section within the specified time period, then Lessor may declare Lessee in default of this Lease.

ARTICLE 9

CONDITION AND REPAIR OF PREMISES

Section 9.01 Inspection and Condition of Premises.

(a) By accepting occupancy of the Premises as of the first date of this Lessee, Lessee shall be deemed to have agreed that (i) the Premises are in a clean and sanitary condition, and (ii) the Lessor has no obligation to fund or perform any work necessary for the Lessee to use the Premises for the Permitted Use.

(b) Lessee acknowledges that the Premises are of its selection and to its specifications and that the Premises have been inspected by Lessee and are satisfactory to it. Lessor leases and the Lessee takes the Premises, including all of the personal property thereon, as-is. Lessee acknowledges that Lessor (whether acting as the Lessor hereunder or in any other capacity) has not made and will not make, nor shall Lessor be deemed to have made, any warranty or representation, express or implied, with respect to any of the

Premises, including any warranty or representation as to (1) its fitness, design or condition for any particular use or purpose, (ii) the quality of the material or workmanship therein, (iii) the existence of any defect, latent or patent, (iv) value, (v) durability, (vi) the existence of any hazardous material, hazardous condition or hazardous activity, or (vii) compliance of the Premises with any law or legal requirement; and all risks incident thereto are to be borne by Lessee.

(c) In the event of any defect or deficiency in any portion of the Premises of any nature, whether latent or patent, Lessor shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages, including, but not limited to strict liability in tort. The provisions of this subsection have been negotiated, and are intended to be a complete exclusion and negation of any warranties by Lessor, express or implied, with respect to any of the Premises, arising pursuant to any law now or hereafter in effect or arising otherwise.

(d) **Release of Lessor.** The Lessee, on behalf of itself and anyone claiming by, through or under the Lessee hereby waives its right to recover from and fully and irrevocably releases the Lessor, its governing body, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Lessee may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Premises, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Lease or any prior lease of the Premises. The release set forth in this subsection includes claims of which the Lessee is presently unaware or which the Lessee does not presently suspect to exist which, if known by the Lessee, would materially affect the Lessee's release of the Released Parties. Lessee specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Lessee agrees, represents and warrants that the Lessee realizes and acknowledges that factual matters now unknown to the Lessee may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Lessee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Lessee nevertheless hereby intends to release, discharge and acquit the Lessor from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Lessee, on behalf of itself and anyone claiming by, through or under the Lessee, hereby assumes the above-mentioned risks and hereby expressly waives any right the Lessee and anyone claiming by, through or under the Lessee, may have under Section 1542 of the California Civil Code, which reads as follows:

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

Section 9.02 Repair and Maintenance

(a) **Lessee Obligations.** Lessee shall be solely responsible for any and all maintenance or repairs related to the Lessee's use and occupancy of the Premises.

(b) At the end of the Lease Term the Lessee must deliver possession of the leased premises to the Lessor in as good condition as existed at the beginning of the Lease Term, ordinary wear and tear excepted.

Section 9.03 Improvements to Premises. During the Lease Term Lessee shall be entitled to make alterations, changes and improvements to the leased Premises upon written approval by Lessor after reviewing the plans and approving such improvements in writing. Any such improvements to the leased Premises during the Lease Term made by Lessee shall become the property of the Lessor upon the earlier of termination of the lease or expiration of the Initial Term. Lessee will fully pay for all materials joined or affixed to the leased Premises and shall pay, in full, all persons who performed labor upon such leased Premises, and shall not suffer any mechanic's liens or materialman's liens of any kind or nature to be enforced against said leased premises for any work done or materials furnished thereunder at Lessee's request. Lessor may post and maintain upon the leased Premises notice of non-responsibility as provided by law.

Section 9.04 Right to Remove Fixtures and Personal Property.

(a) Any property of the Lessee (or its invitees) not removed by the Lessee upon the termination of this Lease shall be considered abandoned, and the Lessor may remove any or all such items and dispose of the same in any manner permitted by law. The Lessor may sell any or all of such property at public or private sale, in such matter and at such times and places as permitted by law.

(b) In the event the Lessee fails to deliver the Premises in the condition set forth in this section, then the Lessor may (but shall not be obligated to) utilize all, or a portion, of the Lessee's deposit to repair the Premises. Thereafter, the Lessor shall deliver the remaining portion of the deposit, if any, to the Lessee in accordance with applicable law.

Section 9.05 No Hazardous Materials. Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the premises by hazardous material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any part of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Lease Term as a result of or relating to such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any

investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater on or under the premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or early termination of this Lease.

As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes that are or become regulated under any applicable local, state or federal law, regulation or ordinance.

At the commencement of this Lease, and any renewal hereof, Lessee must disclose to Lessor the names and amounts of all hazardous materials, if any, or any combination thereof which were stored, used or disposed of on the premises in violation of this Lease.

ARTICLE 10

DESTRUCTION OF PREMISES AND EMINENT DOMAIN

Section 10.01 Destruction of Premises.

(a) Except as otherwise provided in this section, in the event of a partial destruction of the leased Premises during the Lease Term from any cause, the Lessor shall forthwith repair the same, provided such repair can be made within ninety (90) days under the laws and regulations of the federal, state and local authorities. Such partial destruction shall in no way annul or void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made if the destruction did not result from the fault or negligence of Lessee. Such proportionate reduction is to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee on said leased premises. If such repairs cannot be made within the ninety (90) day period, this Lease may be terminated at the option of either party.

(b) **Loss Totaling 50% or More of Replacement Cost.** In the event the leased Premises are destroyed (from any cause) to the extent of fifty percent (50%) or more than the replacement cost of such Premises, this Lease may be terminated at the option of either party.

(c) **Waiver.** Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when property is destroyed and agree that such event shall solely be governed by the terms of this Lease.

Section 10.02 Eminent Domain. If all, or part, of the Premises shall be: (i) taken or appropriated for public or quasi-public use by right of eminent domain, with or without litigation, or (ii) transferred by agreement in connection with a threat of exercise of such a right, then either party hereto shall have the right at its option to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee or Lessor may terminate this Lease by reason of partial taking or appropriation, the taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the Premises. For purposes of the preceding sentence, a full taking of the Property shall be deemed to substantially handicap, impede or impair the Lessee's use of the Premises, such that Lessee may terminate the Lease.

No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to be deemed to give Lessor any award made to Lessee for the taking of personal property and fixtures belonging solely to Lessee and/or for the interruption of or damage to Lessee's business and/or for Lessee's unamortized cost of leasehold improvements and loss of goodwill.

In the event of a partial taking, which does not result in a termination of this Lease, payment of rent shall be abated in the proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. In the event of a temporary taking, which does not result in a termination of this Lease, payment of rent shall be abated during such temporary taking. As used in this section, a "temporary" taking is defined as a taking of less than six (6) months.

ARTICLE 11 GENERAL PROVISIONS

Section 11.01 Time of Essence. Time is of the essence as to each and every provision of this Lease.

Section 11.02 Successors. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, assignees, and sublessees of the respective parties hereto.

Section 11.03 Entire Agreement. This Lease constitutes the entire agreement between the Lessor and the Lessee relative to the lease of the Premises and any matters reasonably related thereto. The Lease may be altered, amended or revoked only by an instrument in writing signed by both the Lessor and the Lessee. Whenever this Lease calls for Lessor's approval, consent, or waiver, the written approval, consent, or waiver of the Lessor's office manager or her/his designee(s) shall constitute the approval, consent, or waiver of the Lessor, without further authorization required from the Lessor's governing body. The Lessor hereby authorizes the Lessor's City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Lease, or to waive requirements under this Lease, on behalf of the Lessor; provided, however, any

amendment to the amount of rent or the length of the Lease Term shall be subject to additional Lessor's consideration through its City Council. The Lessor and the Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises from the Lessor to the Lessee are merged into, revoked by and/or superseded this Lease.

Section 11.04 Construction. This Lease is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

Section 11.05 Attorneys' Fees. In the event either Lessor or Lessee shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease to recover rent, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, court costs, investigative fees, and accountant fees.

Section 11.06 Notices. All notices or demands of any kind required or desired to be given to the Lessor or the Lessee hereunder shall be in writing and shall be delivered by depositing the notice or demand in the United States mail, first-class postage prepaid with delivery confirmation or by express delivery service with a delivery confirmation, addressed to the Lessor or the Lessee at the addresses specified below, or such other address as shall be designated by either party in writing. Delivery shall be deemed to occur on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable. Delivery shall be directed to:

LESSOR:

City Manager
CITY OF CORCORAN
832 Whitley Avenue
Corcoran, CA 93212
559-992-2348 (fax)

LESSEE:

PhytoGen Cotton Seed, LLC
850 Plymouth Ave
Corcoran, California 93212
559-992-7404

Section 11.07 Headings. Any titles of the Articles, sections or subsections of this Lease are inserted solely for convenience of reference and must be disregarded in interpreting this Lease.

Section 11.08 Subordination. This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which now exist or may hereafter be placed on or against the Property or on or against Lessor's interest or estate therein, all without the necessity of having further instruments executed by Lessee to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any

other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Lessee hereunder be disturbed, if no Lessee default then exists under this Lease, and Lessee shall attorn to the person who acquires Lessor's interest hereunder through any such mortgage or deed of trust. Lessee agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Lessor, but Lessee's covenant to subordinate this Lease to mortgages or deeds of trust hereafter executed is conditioned upon each such mortgage or deed of trust, or a separate subordination agreement containing the commitments specified in the preceding sentence.

Section 11.09 Estoppel Certificates. Upon the Lessor's request, the Lessee will execute and deliver to the Lessor no later than ten (10) business days after the Lessor's request an estoppel certificate, stating that, to the best of Lessee's knowledge:

(a) This Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;

(b) There is no outstanding default under the Lease, or identifying any default which exists; and

(c) Such other matters as may be reasonably requested by the Lessor.

If the Lessor requests an estoppel certificate, and the Lessee does not respond within fifteen (15) business days, the Lessee shall be deemed to have delivered a certificate containing the requested statements.

Section 11.10 Covenants and Conditions. Each provision of this Lease to be performed by the Lessee or the Lessor shall be deemed both a covenant and condition.

Section 11.11 Severability. This Lease is subject to all applicable laws and regulations. If any provision of this Lease is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Lease to either party is lost, the Lease may be terminated at the option of the affected party. In all other cases the remainder of the Lease shall continue in full force and effect.

Section 11.12 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

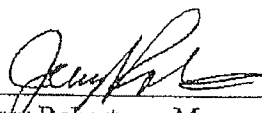
Section 11.13 Governing Law. This Lease shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law

principles. The parties agree that this contract is made in and shall be performed in the Corcoran, California.

Section 11.14 No Third-Party Beneficiaries. Unless specifically set forth herein, the parties to this Lease do not intend to provide any person not a party to this Lease with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the parties have hereto signed this Lease on the date indicated next to each signature and agree that this Lease shall become effective November 15, 2014.

LESSOR:



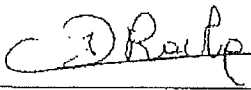
Jerry Robertson, Mayor
CITY OF CORCORAN

1/20/15

(date)

LESSEE:

PHOTOGEN COTTON SEED, LLC

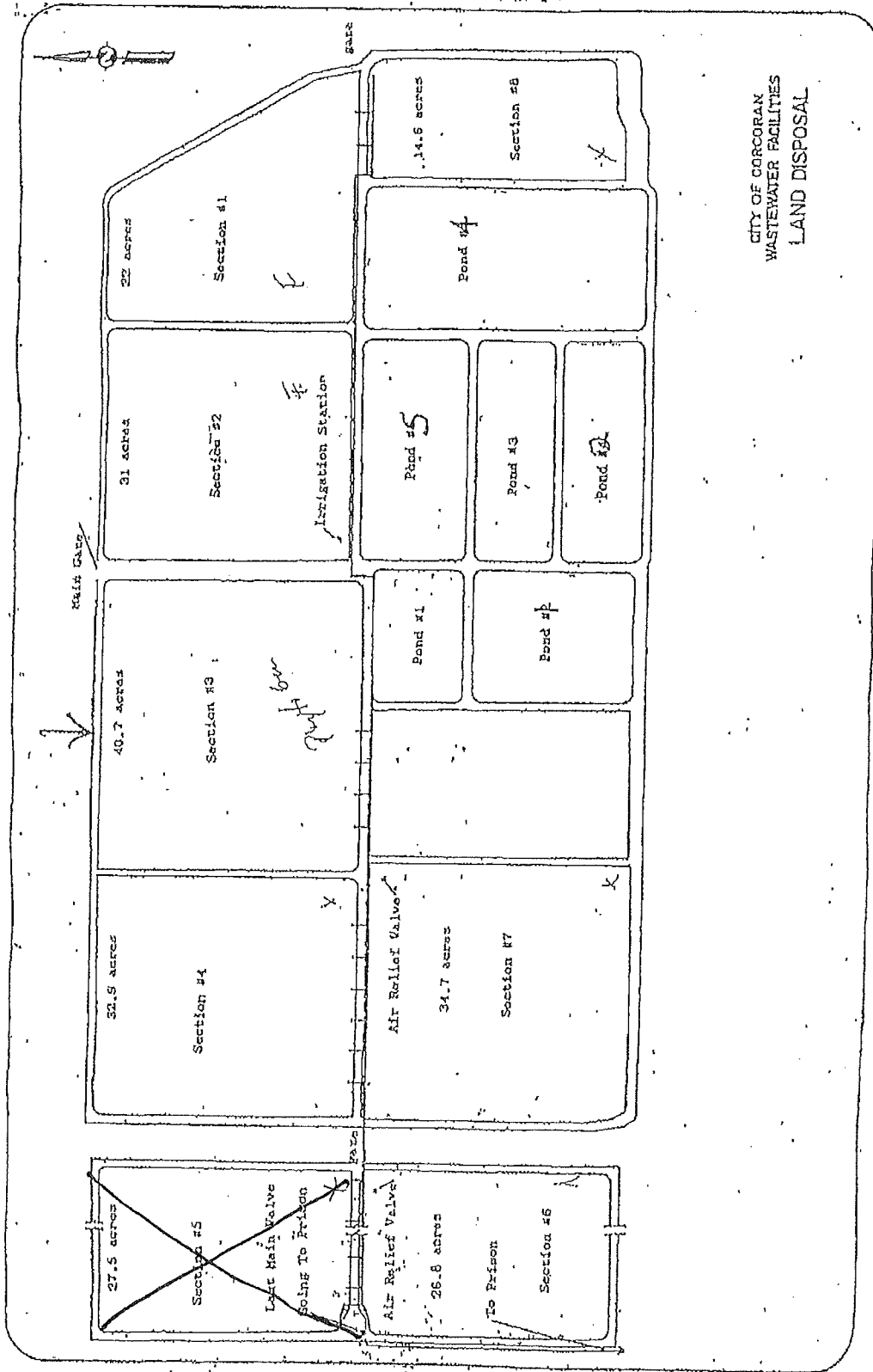


Name: Dominique Roche
Title: Station Leader

1/8/15

(date)

EXHIBIT A



CITY OF CORCORAN
 WASTEWATER FACILITIES
 LAND DISPOSAL

EXHIBIT A

EXHIBIT 2

ADDENDUM NO. 1 TO LEASE AGREEMENT
MADE AND EFFECTIVE NOVEMBER 15, 2015

The Parties hereto agree as follows:

1. Attached hereto as Exhibit 1 is that certain Lease Agreement made and effective November 15, 2015.
2. J. G. Boswell Company wishes to become a Lessee in the subject Lease (Exhibit 1) and further wishes to be bound by all the terms and conditions of such Lease (Exhibit 1).
3. Accordingly, the Parties agree that J. G. Boswell Company shall be a Lessee in Exhibit 1 from the date of commencement until termination, and shall be bound by all terms and conditions of such Lease, the same as if J.G. Boswell Company signed Exhibit 1.

CITY OF CORCORAN (Lessor)

By Jerry Robertson 4-20-15
Jerry Robertson, Mayor (Date)

PHYTOGEN COTTON SEED, LLC (Lessee)

By D Roche 04/14/2015
Name: Dominique ROCHE (Date)
Title: Station Leader

J. G. BOSWELL COMPANY (Lessee)

By Walter Bricker 4-20-15
Walter Bricker (Date)
Title: WATER DIST MANAGER

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT

ITEM #: 7-B

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: April 5, 2017

MEETING DATE: April 11, 2017

SUBJECT: Regional Accounting Office Lease Agreement

Recommendation: (Voice Vote)

Approve revised lease with the State of California Department of General Services Real Estate Services Division for office space at the Regional Accounting Office (1020 Chittenden Ave.)

Discussion:

In 2015 the Department of General Services notified the City that reduced Department of Corrections staffing levels at the Regional Accounting Office necessitated a change in the amount of office space rented from the City. As a result, the City agreed to proceed with tenant improvements to split the property and thereby create two separate available office spaces.

With construction on the tenant improvements pending, a new lease agreement between the City and the Department of General Services is required. Noteworthy items of the new lease are listed below:

- The Department of General Services will lease approximately 5,985 sf of space.
- The term of the lease is for eight years.
- The City will be reimbursed for the cost of tenant improvements over the next four years at 5.5% interest.

Budget Impact:

Lease revenues from the Regional Accounting Office are General Fund monies. The continuation of the lease is financially beneficial to the City.

Attachment:

Lease agreement.

City Offices

STANDARD LEASE FORM

<u>LEASE COVERING PREMISES LOCATED AT</u> 1020 Chittenden Avenue Corcoran, CA 93212
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 94-6000316
<u>TENANT AGENCY</u> CA Department of Corrections & Rehabilitation

Lease File No.: 430-001
Project No.: 140846

Preamble THIS LEASE, made and entered into this 21st day of March 2017, by and between

CITY OF CORCORAN, A MUNICIPAL CORPORATION

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State;

WITNESSETH

Description

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Corcoran, County of Kings, State of California, and more particularly described as follows:

Approximately 5,985 net usable square feet of office space on the ground floor of the building located at 1020 Chittenden Avenue, Corcoran, as outlined in red on the attached Exhibit "A" plan, together with specifications marked Exhibit "B" and administrative requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 140846 dated March 16, 2017, hereby being incorporated into this lease, and including thirty-nine (39) exclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities. The State shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

Term

2. The term of this lease shall commence on August 1, 2017, and shall end on July 31, 2025, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this lease at any time effective on or after July 31, 2021, by giving written notice to the Lessor at least sixty (60) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

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Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

Base Rent:	\$8,438.85
Amortized Payment:	\$11,010.34
Total:	<u>\$19,449.19</u>

NINETEEN THOUSAND FOUR HUNDRED FORTY-NINE AND 19/100 DOLLARS
(\$19,449.19) from August 1, 2017, through July 31, 2018; then

Base Rent:	\$8,618.40
Amortized Payment:	\$11,010.34
Total:	<u>\$19,628.74</u>

NINETEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND 74/100 DOLLARS
(\$19,628.74) from August 1, 2018, through July 31, 2019; then

Base Rent:	\$8,797.95
Amortized Payment:	\$11,010.34
Total:	<u>\$19,808.29</u>

NINETEEN THOUSAND EIGHT HUNDRED EIGHT AND 29/100 DOLLARS
(\$19,808.29) from August 1, 2019, through July 31, 2020; then

Base Rent:	\$8,917.65
Amortized Payment:	\$11,010.34
Total:	<u>\$19,927.99</u>

NINETEEN THOUSAND NINE HUNDRED TWENTY-SEVEN AND 99/100 DOLLARS
(\$19,927.99) from August 1, 2020, through July 31, 2021; then

NINE THOUSAND NINETY-SEVEN AND 20/100 DOLLARS
(\$9,097.20) from August 1, 2021, through July 31, 2022; then

NINE THOUSAND TWO HUNDRED SEVENTY-SIX AND 75/100 DOLLARS
(\$9,276.75) from August 1, 2022, through July 31, 2023; then

NINE THOUSAND FIVE HUNDRED SIXTEEN AND 15/100 DOLLARS
(\$9,516.15) from August 1, 2023, through July 31, 2024; then

NINE THOUSAND SIX HUNDRED THIRTY-FIVE AND 85/100 DOLLARS
(\$9,635.85) from August 1, 2024, through July 31, 2025; and thereafter.

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Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 5 or to such other address as the Lessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the lease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between lease commencement and the first of the month following the actual acceptance date. In the event this lease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the lease commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said lease with a unilateral amendment by the State.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: City of Corcoran, a Municipal Corporation
832 Whitney Avenue
Corcoran, CA 93212

Phone No. (559) 992-2151
FAX No. (559) 992-1408
Email: kondon.meik@cityofcorcoran.com

To the State: DEPARTMENT OF GENERAL SERVICES, Phone No. (916) 375-4172
REAL ESTATE SERVICES DIVISION FAX No. (916) 375-4173
LEASE MANAGEMENT -C- 0430-001
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: City of Corcoran

and mailed to: City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to August 1, 2017, and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of three (3) sheets titled, "Office Quarters, Project No. 140846" dated March 16, 2017, and in accordance with Exhibit "B", consisting of twenty-seven (27) pages, titled, "Outline Specifications, Project No. 140846" dated March 16, 2017, and Exhibit "C" consisting of fifteen (15) pages titled, "Administrative Requirements Project No. 140846" dated March 16, 2017, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

7. Lessor shall notify the State in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this lease, and not more than sixty days (60) prior to completion of construction and occupancy under this lease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Lessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Lessor or any of Lessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this lease or the obligation of the State to pay rent.

Lessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Lessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Lessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Early Occupancy

8. Lessor agrees that if the leased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$8,438.85 per month, and shall be prorated on a daily basis for any partial month.

Time limit and Prior Tenancy

9. No rental shall accrue under this lease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the State on or before September 1, 2017, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this lease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
- B. The acts of God which Lessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Lessor, and which cannot be reasonably overcome; or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

In the event that the State elects to occupy premises before the work on the premises specified in Exhibit A, B, and C is fully completed, the State will provide the Lessor with a punch list of work remaining to be completed (referenced as the State's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14-day period, Lessor agrees that, beginning on the first day after said 14-day period following occupancy of premises by the State, rent may at the State's sole option be reduced to \$5,525.76 which is seventy percent (70%) of the base rent specified in paragraph 4 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the State. The portion of the rent specified for amortization of tenant improvements, if any shall continue to be paid in full without interruption.

It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the State shall maintain all other remedies specified in the Lease.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the leased premises by the State shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" and "C" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the leased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

11. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials (ACM) and agrees to the conditions for survey, testing, and abatement of ACM described in Exhibit "B" as applicable. Lessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this lease, any costs related to abatement or hazard from asbestos shall be the Lessor's responsibility as described in the aforementioned Exhibit "B."

Parking

12. Lessor, at Lessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

Services, Utilities, and Supplies

13. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services, utilities, and supplies to the area leased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

- (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, scat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.
- (6) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.

Quarterly:

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean window coverings.

E. State shall reimburse Lessor actual costs for utility usage described in paragraph 13 (C) above for the space occupied by this lease.

Lessor shall invoice State monthly in arrears with copies of the utility company bill and an invoice showing calculation as read by the sub-meter. All invoices shall be sent to:

California Department of Corrections and Rehabilitation
Regional Accounting Office
Attn:
1020 Chittenden Avenue
Corcoran, CA 93212

In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

14. A. During the lease term, the Lessor shall maintain the leased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.
 - (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
 - (3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
 - (4) Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems and all special equipment and systems referenced in Exhibits A and B including but not limited to, security and access control systems, fire suppression systems, special HVAC systems for computer rooms, and UPS systems.
 - (5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
 - (6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
 - (7) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
 - (8) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
 - (9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
 - (10) On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.
 - (11) Repairing and replacing floor covering as necessary. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
 - (12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.
- B. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.
- C. Except in emergency situations, the Lessor shall give not less than 48 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.
- D. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this lease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

15. In addition to any painting completed prior to the commencement of this lease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces (interior and exterior) of the leased premises in accordance with the attached Exhibits "A" and "B". In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. All painting of interior premises shall be performed after business hours or as otherwise agreed upon by the State. Colors are to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

Change Orders and Alterations

16. The State shall have the right during the existence of this lease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this lease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the leased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Lessor in accordance with plans and specifications provided by State. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Lessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Lessor and any general contractor combined. Within forty-five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Lessor by a single total payment for the cost of such work.

Assignment and Subletting

17. The State shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the leased premises.

Quiet Possession

18. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

19. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

20. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this lease or, upon notice to Lessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the State's request, the Lessor shall immediately identify an appropriate route through the building to access the State leased space. If the Lessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its leased space.

**Subrogation
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing Wage
Provision**

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:
- A. Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
 - B. The Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Lessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair Employment
Practices**

23. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE
Participation**

24. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and we encourage the Lessor to utilize DVBEs when contracting for tenant improvements and services. Lessor shall complete the DVBE Program Certification Sheet (Form F) attached in Exhibit "C" herein prior to acceptance and occupancy of this lease. Lessor may refer to the following internet link for DVBE guidelines and instructions.
<http://www.documents.dgs.ca.gov/RESD/RELPS/lcaserequirements/DVBEGuidelines.pdf>

**Service
Companies**

25. Within fifteen (15) days after occupancy of the leased premises by the State, Lessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor in accordance with Paragraph 13 hereof. In the event the State vacates the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

27. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Lessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Surrender of Possession

28. Upon termination or expiration of this lease, the State will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Lessor is responsible pursuant to this lease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

Time of Essence, Binding upon Successors

29. Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

30. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Service Contracts Wages and Benefits

31. All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease, shall be in full compliance with the requirements of Government Code (GC) 19134 if applicable, including but not limited to the following:

- a) Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eighty-five (85%) of the State Employer cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits include health, dental, vision, retirement, holiday pay, sick pay and vacation pay.
- b) Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for GC 19134.
- c) Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with GC 19134.
- d) Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for GC 19134.

**Construction-
Related
Accessibility
Standard
Compliance Act**

32. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:

- have not undergone an inspection by a Certified Access Specialist (CASp). Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards with the premises.
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq." Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

**Superseding An
Existing Lease**

33. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain lease for premises located at 1020 Chittenden Avenue, Corcoran, CA dated November 15, 2010, by and between City of Corcoran, a Municipal Corporation as Lessor, and the State of California by and through its Director of the Department of General Services.

**Payment Of
Unamortized
Balance**

34. It is agreed by the parties hereto that \$ 11,010.36 of the total monthly rent payable hereunder during the term of this lease represents the amortization of a capital sum that to exceed \$473,431.00 expended by Lessor for certain alterations and improvements and amortized in 48 equal monthly payments with interest on the unpaid balance of 5.5% per annum. State shall have the right, at any time during the term of this lease, to pay Lessor in cash the unamortized balance or any portion of said unamortized balance of the initial capital sum not to exceed \$473,431.00. In the event State elects to pay off the entire unamortized balance or any portion thereof, the monthly rental payable thereafter during the balance of the amortization term shall be reduced accordingly. In the event State terminates this lease under the provisions of Paragraph 3, and prior to the expiration of 48 months, State agrees to pay Lessor the balance of the capital sum unamortized on the effective date of such termination.

Lessor, shall, in connection with property loss insurance carried on the property, carry sufficient insurance to cover the full replacement cost of tenant improvements and alterations, the cost of which has been amortized herein. State shall be named an additional insured in connection with such insurance and Lessor shall provide proof of such insurance to the State in the form of a certificate of insurance, showing the dollar amount of coverage.

In the event that such tenant improvements are destroyed and are not replaced, regardless of the reason, the insurance proceeds attributable to such tenant improvements shall be applied first to the remaining unamortized balance, if any, then if any insurance proceeds remain, such proceeds shall be paid over to the State.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below.

STATE OF CALIFORNIA
Approval Recommended

LESSOR

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

CITY OF CORCORAN
A MUNICIPAL CORPORATION

By _____
DENNI D. GHILARDUCCI, Real Estate Officer
Real Estate Leasing and Planning Section

By _____
KINDON MIEK, City Manager

Date _____

Date _____

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
BRIAN HENSLEY, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT
ITEM #: 7C

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: April 7, 2017

MEETING DATE: April 11, 2017

SUBJECT: Review third quarter of 2017 Fiscal Year revenue and expenses.

Recommendation:

Information item.

Discussion:

The attached report identifies revenues and expenses for the period beginning July 1, 2016 through March 31, 2017.

Budget Impact:

None.

Attachments:

YTD revenues and expenses schedule.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8-A

MEMORANDUM

MEETING DATE: April 11, 2017
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- April 13, 2017 (Thursday) League of California Cities South San Joaquin Valley Division General Membership Meeting – 6:00 PM, Hanford Fraternal Hall
 - April 25, 2017, (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
 - May 9, 2017, (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
 - May 20, 2017 (Saturday) Chamber of Commerce Spring Fest Car Show - Downtown
 - May 23, 2017 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- A. Information Items
1. Flood mitigation efforts and overview of recent town hall meeting.
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
1. Staff Referral Items
- C. Committee Reports
- D. Council Goals:

City Offices



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
07/01/13	<p>UPDATE:</p> <p>02/28/17 Council approved Resolution No. 2882 and Ordinance 631 calling for an election on June 6, 2017 for voters to approve a local one cent transaction and use tax.</p> <p>02/14/17 Council directed staff to start the process for a sales tax initiative.</p> <p>08/09/16 Council determined that it would be best to postpone a local sales tax initiative until after the November election and results on the county-wide Measure K sales tax measure.</p> <p>07/18/16 The City held a public hearing to discuss the benefits of a local transaction and use tax. The Council requested further information from the City Attorney and asked that the discussion continue at a future meeting.</p> <p>06/28/16 Council voted to hold a public hearing to consider a local sales tax initiative.</p> <p>06/14/16 Council provided direction on options available to the City to reduce expenses, recover costs, and generate revenues.</p> <p>05/24/16 Fiscal Sustainability report presented to Council.</p> <p>02/17/15 Council authorized NHA Advisors to prepare financial strategic plan. Plan will discuss city revenues and projected expenses.</p> <p>09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items.</p>	Ongoing	City Manager/ Finance Director
1/19/16	<p>02/16/16 Council adopted Resolution No. 2824 changing the council meeting date/time to the second and fourth Tuesdays of the month beginning at 5:30 p.m.</p> <p>Council discussed the option of changing the day/time of the council meetings. The item will be included on a future agenda for a decision.</p>	Ongoing	City Manager/City Clerk

