

**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, October 24, 2023  
5:30 P.M**

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

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

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**ROLL CALL**

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

**INVOCATION**

**FLAG SALUTE**

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

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

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

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

2. **CONSENT CALENDAR (VV)**

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

2-A. Approval of minutes for the meeting of the City Council on October 10, 2023.

2-B. Authorization to read ordinances and resolutions by title only.

2-C. Consider acceptance of Final Map 2-04, regarding Tentative parcel Map 22-02.

2-D. Approval of Request made by the Corcoran Christmas Tree Committee to install the Annual Christmas Tree on Whitley and Chittenden Avenues.

3. **APPROPRIATIONS**

3-A. Approval of Warrant Register dated October 24, 2023. *(Pineda) (VV)*

4. **PRESENTATIONS**

4-A. Swearing-in and Badge Pinning for Officer William Jason Stephens. *(Putnam)*

4-B. Recognizing Pedro Castro as Employee of the 3<sup>rd</sup> Quarter.

5. **STAFF REPORTS**

5-A. Consider approval of Resolution No. 4022 to finalize the acceptance of the Cannabis Retail access Grant. *(Tromborg) (VV)*

5-B. Approve Resolution No. 4023 regarding approving maximum increase amount of program assistance and revise the City of Corcoran's Homebuyers program Guidelines. *(Tromborg) (VV)*

5-C. Approve Revision to the City Improvement Standard ST-2 Trench Backfill. *(Tromborg) (VV)*

5-D. Consider adoption of Resolution No. 4024 authorizing the purchase of a portion of 1545 Bainum Avenue (APN 034-200-042) Property. *Gatzka (VV)*

6. **MATTERS FOR MAYOR AND COUNCIL**

6-A. Upcoming Events/Meetings

6-B. City Manager's Report

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

6-D. Committee Reports

7. **CLOSED SESSION**

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

With respect to every item of business to be discussed in closed session pursuant to Government Code [Section 54956.8](#):

Property: 1802 Ottawa Ave and 1808 Ottawa Ave

Agency negotiator: City Manager

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

Under negotiation: Price/Terms

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

With respect to every item of business to be discussed in closed session pursuant to Government Code [Section 54956.8](#):

Property: APN: 034-170-020, 034-170-019, 034-170-013, 034-170-003, 034-170-002, 034-170-004, 034-170-012, and 034-170-005


Agency negotiator: City Manager

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

Under negotiation: Price/Terms

8. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on October 20, 2023.

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

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

**Tuesday, October 10, 2023**

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

**ROLL CALL**

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

Councilmembers absent:

Staff present: Joseph Beery, Greg Gatzka, Tina Gomez, Sandra Pineda, Dave Putnam and Marlene Spain

Press present:

**INVOCATION**

Invocation was presented by Palmerin.

**FLAG SALUTE**

The flag salute was led by Ojeda.

1. **PUBLIC DISCUSSION** -None

2. **CONSENT CALENDAR**

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

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

**NOES:**

**ABSENT:**

**ABSTAINED:**

2-A. Approval of minutes for the meeting of the City Council on September 26, 2023

2-B. Authorization to read ordinances and resolutions by title only.

**3. APPROPRIATIONS**

Following Council discussion, a **motion** was made by Palmerin and seconded by Nolen to approve the Warrant Register dated October 10, 2023. Motion carried by the following vote:

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

**4. PRESENTATIONS**

**4.A** Plaque presentation to Dennis Tristao for his years of service on the Corcoran Planning Commission.

**5. STAFF REPORTS**

**5-A.** Following Council discussion, a **motion** was made by Palmerin and seconded by Robertson appoint Jerry Robertson and Jeanette Zamora-Bragg to the Council Sub-Committee for the Police Chief hiring process.

Following Council discussion, a motion was by Palmerin and seconded Ojeda to close the nominations and appoint Mayor, Zamora Bragg and Council member Robertson to the Sub-Committee. Motion carried by the following vote:

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

**6. MATTERS FOR MAYOR AND COUNCIL**

**7-A.** Upcoming Events/Meetings

**7-B.** City Manager's Report

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

**7-D.** Committee Reports

**7. CLOSED SESSION - None**

**8. ADJOURNMENT**

**5:59 P.M.**

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Marlene Spain, City Clerk

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Mayor Jeanette Zamora-Bragg,

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

# PARCEL MAP NO. 22-02

BEING PARCEL 1 OF PARCEL MAP NO. 12 RECORDED IN BOOK 4 OF PARCEL MAPS AT PAGE 28 AT THE KINGS COUNTY RECORDER'S OFFICE, ALSO BEING A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 22 EAST, M.D.B. & M., IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA  
4 PARCELS  
40,882 SQUARE FEET GROSS

CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA  
FEBRUARY 2023

### OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDED OF THIS PARCEL MAP NO. 22-02

ESTHER DELTRAM GRANTOR TRUST

ANTHONY DELTRAM  
CO-TRUSTEE

LEFELIA DELTRAM  
CO-TRUSTEE

### ACKNOWLEDGEMENT

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

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

ON \_\_\_\_\_ BEFORE ME (INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEAR(S) HEREON TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION IS IN THE COUNTY OF \_\_\_\_\_

MY COMMISSION ID NO. \_\_\_\_\_

MY COMMISSION EXPIRES ON \_\_\_\_\_

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

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

JAMES P. LEO, (P.A.), TREASURY/TAX COLLECTION DIVISION

BY \_\_\_\_\_  
DEPUTY

### PLANNING COMMISSION STATEMENT:

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

KEVIN J. THOMPSON  
COMMUNITY DEVELOPMENT DIRECTOR

DATE \_\_\_\_\_

### CITY COUNCIL'S STATEMENT:

THIS IS TO CERTIFY THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CORCORAN HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, ALL OF THE STREETS, EASEMENTS, ACCESS RIGHTS, AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF CORCORAN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

HARLENE SPAIN, CITY CLERK

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHONY DELTRAM ON MARCH 25, 2022. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS ARE OF THE QUANTITY AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RONALD J. NELMS, P.L.S. 5834

DATE \_\_\_\_\_

### CITY ENGINEER'S STATEMENT:

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

ORFE PLUMB, P.E. 30865

CITY ENGINEER, CITY OF CORCORAN

DATE \_\_\_\_\_

### CITY SURVEYOR'S STATEMENT:

I, RICHARD AVILES, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP 22-02, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

RICHARD P. AVILES, P.L.S. 9373

CITY SURVEYOR, CITY OF CORCORAN

DATE \_\_\_\_\_

### RECORDER'S STATEMENT

DOCUMENT NO. \_\_\_\_\_ FEE \_\_\_\_\_  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ PL.  
IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGE \_\_\_\_\_ KINGS COUNTY RECORDS,  
AT THE REQUEST OF RONALD J. NELMS

KRISTINE LEE  
KINGS COUNTY RECORDER

BY \_\_\_\_\_  
DEPUTY RECORDER

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

June 23<sup>rd</sup>, 2022

**Anthony Beltran, Leticia Beltran, Co Trustees of Esther Beltran**  
P.O Box 1626  
Tulare, CA 93274


**Subject: Tentative Parcel Map 22-02 for APN 032-173-007**

The Corcoran Planning Commission approved Tentative Parcel Map 22-02 on June 20<sup>th</sup>, 2022, with the conditions as listed in the attached Planning Commission Resolution No. 2022-045

The Parcel Map will expire two years after the date of Planning Commission approval. If you are unable to complete the final parcel map within the time frame and wish to have additional time, please submit a written request for an extension at least 30 days in advance of the expiration date. To start the Final Map recording process please submit the final map and title report for examination and recording.

Please call me at (559) 992-2151 ext. 2110 or 2201 if you have any questions.

Sincerely,



**Kevin J. Tromborg**  
Community Development Director

cc: City Manager  
Public Works Director  
Community Development Admin Assistant  
City Engineer  
Property Owner  
Fire Marshal



**CORCORAN CITY PLANNING COMMISSION  
RESOLUTION NO. 2022-05  
PERTAINING TO  
TENTATIVE PARCEL MAP 22-02**

At a meeting of the Planning Commission of the City of Corcoran duly called and held on June 20, 2022, the Commission approved the following:

**Whereas, Nelms Surveying, representing Anthony Beltran submitted an application regarding Tentative Parcel Map approval for lot(s) located at 1600 Chase Avenue. APN: 032-173-007 and;**

**Whereas, this Commission considered the staff report on June 20, 2022; and**

**Whereas, the Planning Commission has made the following findings pursuant to the City of Corcoran Zoning Ordinance and Municipal Code.**

- (A) The project is categorically exempt under CEQA 15315, Minor Land Divisions.
- (B) That the site for the proposed use is adequate in size and shape to accommodate the said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this Title to adjust said use with land and use in the Residential zone.
- (C) That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.
- (D) That the proposed use will have no adverse effect upon adjoining or other properties. In making this determination, the Commission shall consider the proposed location of improvements on the site; vehicular ingress, egress, and internal circulation; setbacks; heights of buildings; walls and fences; landscaping; outdoor lighting; signs; and such other characteristics as will affect surrounding property.
- (E) That the proposed use is consistent with the objectives and the policies of the Corcoran General Plan, or any specific plans, area plans, or planned development approved by the city.
- (F) That the approved Tentative Map will expire twenty-four (24) months from the approved Date. That the property owner must file for an extension of the Tentative map or file form a final map prior to the expiration date.
- (G) That the property is kept clean and safe free of weeds, junk, rubbish and parked or stored Vehicles.

**IT IS THEREFORE RESOLVED** that Tentative Parcel Map 22-02 and Resolution 2022-05 should be approved with the Conditions stated in the Staff Report and the Resolution.


AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted this 20th, day of June, 2022

  
\_\_\_\_\_  
Planning Commission Chairman

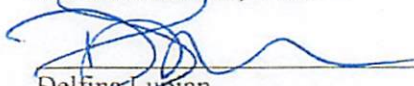
  
\_\_\_\_\_  
Community Development Director

**CERTIFICATE**

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

I, Delfina Lupian, Planning Commission Secretary of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No 2022-05. duly passed by the Planning Commission of the City of Corcoran at a regular meeting thereof held on the 20th day of June 2022, by the vote as set forth therein.

DATED: June 20, 2022

  
\_\_\_\_\_  
Delfina Lupian  
Planning Commission Secretary

ATTEST:

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

City of

# CORCORAN

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## CONSENT CALENDAR ITEM #: 2-D

### MEMO

**TO:** Corcoran City Council

**FROM:** Marlene Spain, City Clerk

**DATE:** October 20, 2023      **MEETING DATE:** October 24, 2023

**SUBJECT:** Approval of Request made by the Corcoran Christmas Tree Committee to install the Annual Christmas Tree on Whitley and Chittenden Avenues.

### Recommendation:

Move to approve request by Christmas Tree Committee to place Christmas tree downtown and co-sponsor the activities of harvesting, erecting, decorating, and removal of the tree.

### Discussion:

Staff received a request from the Christmas Tree Committee to install the Annual Christmas Tree in the middle of Whitley and Chittenden Avenues over three weekends during November; weather permitting. Letter from Michael Dawes, President of the committee is attached.

Previous requests from the committee have been approved and the committee has worked with Public Works to coordinate street closure, etc. Staff works to ensure there is proper notification for the duration the tree is up for street closures, and notification to emergency personnel (police and fire departments).

The Christmas Tree will be removed on Saturday, January 6, 2024.

### Budget Impact:

None.

City Offices



**Corcoran Christmas Tree Committee  
Ad Hoc Committee of the Corcoran Chamber of Commerce**

City of Corcoran  
City Council Members  
832 Whitley Avenue  
Corcoran, California 93212

October 18, 2023

Dear Council Members,

In keeping with the Christmas tradition, we would like to request permission to put the Annual Christmas Tree in the intersection of Chittenden and Whitley Avenues for the **104<sup>th</sup>** consecutive year. We are requesting that the city's insurance covers all liability of the tree once it is secured, in place, up to the point that we take it down in January. The committee members understand that each of us must sign the city's "hold harmless agreement" in order to participate.

We currently plan to harvest the tree on Saturday November 11<sup>th</sup>. The tree would be secured in place in the intersection on Saturday November 18<sup>th</sup> and decorating could occur through that weekend. The weekend of November 25<sup>th</sup> would be utilized to place finishing touches on the tree if needed.

The lighting ceremony is scheduled to take place during the Christmas Parade on December 7<sup>th</sup>. The annual Christmas in the Park hotdog roast and hayride are scheduled on December 21<sup>st</sup>.

The tree would be removed from the street on Saturday January 6<sup>th</sup> or possibly as late as January 13<sup>th</sup> depending on weather conditions.

As in the past, we would like to coordinate with the Public Works Department in closing Chittenden between Hanna and Jepson Avenues and Whitley Avenue between King and Chase Avenues on the days that the tree is put up and taken down. Chittenden is closed only to the alley so as not to impede the fire department. Whitley Avenue is closed to the east only to the exit of the strip mall and to the west to the cross walk so as to not inconvenience local businesses.

Your approval of these requests would be greatly appreciated as we would like to continue our Community Holiday Tradition for the 104<sup>th</sup> year.

If you have any questions, please call me on my cell at 559-509-4072.

Sincerely,

*Michael Dawes*

Michael Dawes  
President  
Christmas Tree Committee

cc: Greg Gatzka

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**Appropriations  
ITEM #: 3-A**

**MEMORANDUM**

**TO:** City Council

**FROM:** Sandra Pineda, Finance Director

**DATE:** 10/24/23                      **MEETING DATE:** 10/24/23

**SUBJECT:** Warrant Register

**Recommendation:**

Consider approval of the warrant register(s).

**Discussion:**

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

**Budget Impact:**

The warrant register includes expenses approved in the Fiscal Year **2023/2024** Budget and may include items which will be addressed through Budget Amendments.

**Attachments:**

- Warrant Register #1 for warrant request date: 10/10/23 FY24
- Warrant Register #2 for warrant request date: 10/16/23 FY24

# Accounts Payable

## Blanket Voucher Approval Document



#1

User: Imustain  
Printed: 10/10/2023 - 3:52PM  
Warrant Request Date: 10/10/2023  
DAC Fund:

Batch: 00502.10.2023 - Wrnt Rgstr 10/24/23 FY24

| Line | Claimant                        | Amount     |
|------|---------------------------------|------------|
| 1    | BNI Building News               | 284.16     |
| 2    | California Cartridge Company    | 419.80     |
| 3    | Corcoran Publishing Company     | 120.00     |
| 4    | Dept of Conservation            | 1,126.44   |
| 5    | Frontier Communications         | 57.15      |
| 6    | Frontier Communications         | 166.05     |
| 7    | Frontier Communications         | 283.60     |
| 8    | Frontier Communications         | 491.35     |
| 9    | Frontier Communications         | 357.78     |
| 10   | Frontier Communications         | 99.72      |
| 11   | Gary V. Burrows Inc.            | 1,736.06   |
| 12   | GMS, Inc.                       | 105.00     |
| 13   | JB Electric Inc                 | 3,302.00   |
| 14   | Kassandra Garcia                | 251.52     |
| 15   | Kings Waste & Recycling         | 40,856.85  |
| 16   | Nancy Villarreal                | 350.00     |
| 17   | NVB Equipment, Inc              | 963.93     |
| 18   | PACF Supply                     | 1,523.02   |
| 19   | Peckham & McKenney              | 9,000.00   |
| 20   | Public Interest Law Firm        | 4,814.00   |
| 21   | Springbrook Holding Company LLC | 1,627.00   |
| 22   | The Gas Company                 | 23.00      |
| 23   | The Gas Company                 | 23.83      |
| 24   | The Gas Company                 | 57.95      |
| 25   | The Gas Company                 | 52.83      |
| 26   | The Gas Company                 | 15.29      |
| 27   | TSA Consulting Group, Inc.      | 50.00      |
| 28   | Tule Trash Company              | 102,614.27 |
| 29   | UNIFIRST Corporation            | 2,441.70   |
| 30   | Univar USA Inc                  | 19,160.57  |
| 31   | unWired Broadband               | 333.99     |
| 32   | US Bank Equipment Finance       | 212.45     |

Grand Total: \$192,921.31

# Accounts Payable

## Voucher Approval List

User: lmustain  
 Printed: 10/10/2023 - 3:56PM  
 Batch: 00502.10.2023 - Wrnt Rgstr 10/24/23 FY24



| Warrant Date | Vendor                       | Description                                       | Account Number  | Amount    |
|--------------|------------------------------|---|-----------------|-----------|
| 10/10/2023   | BNI Building News            | 2024 BNI HOME BUILDERS COSTBOOK                   | 104-406-300-170 | 139.40    |
| 10/10/2023   | BNI Building News            | 2024 HOME REMODELERS COSTBOOK                     | 104-406-300-170 | 144.76    |
| 10/10/2023   | California Cartridge Company | HP LASER PRINTER (FINANCE) CLEANED & SERVICED NEW | 104-405-300-200 | 419.80    |
| 10/10/2023   | Corcoran Publishing Company  | PUBLIC NOTICE ORD 647                             | 104-406-300-156 | 120.00    |
| 10/10/2023   | Dept of Conservation         | SMIP FEE COLLECTED FROM BUILDING PERMITS          | 104-406-300-200 | 1,126.44  |
| 10/10/2023   | Frontier Communications      | 209-148-1538-030198-5 RAO                         | 136-415-300-220 | 57.15     |
| 10/10/2023   | Frontier Communications      | 559-992-9218-0711065 WTP                          | 105-437-300-220 | 283.60    |
| 10/10/2023   | Frontier Communications      | 559-992-1216-062118-5 WWTP                        | 120-435-300-220 | 238.52    |
| 10/10/2023   | Frontier Communications      | 559-992-1408-091098-5 PW FAX                      | 104-432-300-220 | 166.05    |
| 10/10/2023   | Frontier Communications      | 559-992-1020-073119-5 PD FAX LINES                | 104-421-300-220 | 491.35    |
| 10/10/2023   | Frontier Communications      | 559-992-1216-062118-5 TRANSIT                     | 145-410-300-220 | 119.26    |
| 10/10/2023   | Frontier Communications      | 559-992-8680-1122995 VETS HALL                    | 104-432-320-220 | 99.72     |
| 10/10/2023   | Gary V. Burrows Inc.         | FUEL PD   | 104-421-300-250 | 942.69    |
| 10/10/2023   | Gary V. Burrows Inc.         | FUEL MECH   | 104-433-300-250 | 301.18    |
| 10/10/2023   | Gary V. Burrows Inc.         | FUEL WTP  | 105-437-300-250 | 134.09    |
| 10/10/2023   | Gary V. Burrows Inc.         | FUEL SD   | 121-439-300-250 | 25.90     |
| 10/10/2023   | Gary V. Burrows Inc.         | FUEL STREETS                                      | 109-434-300-250 | 332.20    |
| 10/10/2023   | GMS, Inc.                    | #804 RLSS 1098'S ANNUAL SUPP MAINT                | 178-441-300-200 | 105.00    |
| 10/10/2023   | JB Electric Inc              | MEASURE A GATEWAY PARK SNACK SHACK - SITE WORK    | 138-413-500-520 | 3,302.00  |
| 10/10/2023   | Kassandra Garcia             | OVERPAID INS PREMS/PAYROLL                        | 104-421-200-120 | 251.52    |
| 10/10/2023   | Kings Waste & Recycling      | MISC COMMODITY 474.16 UNITS/TON                   | 112-436-300-192 | 30,754.80 |
| 10/10/2023   | Kings Waste & Recycling      | (16) BLUE CANS 65.15 UNITS/TON                    | 112-436-300-192 | 3,583.25  |
| 10/10/2023   | Kings Waste & Recycling      | (30) GREEN WASTE - 162.97 UNITS/TON               | 112-436-300-192 | 6,518.80  |
| 10/10/2023   | Nancy Villarreal             | REFUND VETS HALL DEPOSIT FEES & PARTIAL WEEKEND R | 104-000-362-085 | 350.00    |
| 10/10/2023   | NVB Equipment, Inc           | UNIT 238 TROUBLESHOT A/C                          | 145-410-300-260 | 963.93    |
| 10/10/2023   | PACE Supply                  | METER PROJECT 1" CTS                              | 105-437-300-200 | 420.79    |
| 10/10/2023   | PACE Supply                  | METER PROJECT 2" CTS FOR VARIOUS LOCATIONS        | 105-437-300-200 | 552.17    |
| 10/10/2023   | PACE Supply                  | METER PROJECT 1 1/4" PVC PARTS                    | 105-437-300-200 | 375.51    |
| 10/10/2023   | PACE Supply                  | METER PROJECT 1 1/4" PVC                          | 105-437-300-200 | 174.55    |
| 10/10/2023   | Peckham & McKenney           | PROFESSIONAL FEE RETAINER - POLICE CHIEF SEARCH   | 138-427-300-200 | 9,000.00  |
| 10/10/2023   | Public Interest Law Firm     | HUMAN RESOURCES                                   | 104-403-300-200 | 189.50    |
| 10/10/2023   | Public Interest Law Firm     | CURTIMADE   | 105-437-300-200 | 774.50    |
| 10/10/2023   | Public Interest Law Firm     | WATER   | 105-437-300-200 | 180.00    |
| 10/10/2023   | Public Interest Law Firm     | CITY ADMIN  | 104-403-300-200 | 1,172.50  |
| 10/10/2023   | Public Interest Law Firm     | POLICE DEPT                                       | 104-403-300-200 | 45.00     |

|            |                                 |  |                 |            |
|------------|---------------------------------|--|-----------------|------------|
| 10/10/2023 | Public Interest Law Firm        | SEWER                                      | 120-435-300-200 | 2,452.50   |
| 10/10/2023 | Springbrook Holding Company LLC | CIVIC PAY TRANSACTION FEE                  | 104-405-300-200 | 1,627.00   |
| 10/10/2023 | The Gas Company                 | 12602978541 750 NORTH AVE - WATER HEATER   | 104-432-300-242 | 57.95      |
| 10/10/2023 | The Gas Company                 | 05463252576 NEW CITY HALL                  | 104-432-300-242 | 23.83      |
| 10/10/2023 | The Gas Company                 | 11971525008 PUBLIC WORKS                   | 104-432-300-242 | 52.83      |
| 10/10/2023 | The Gas Company                 | 06301527005 WWTP                           | 120-435-300-242 | 15.29      |
| 10/10/2023 | The Gas Company                 | 00888349024 UTILITIES DEPOT                | 145-410-300-242 | 23.00      |
| 10/10/2023 | TSA Consulting Group, Inc.      | SEPT 2023 SERVICES FEE FOR 401A PLAN ADMIN | 104-405-300-200 | 50.00      |
| 10/10/2023 | Tule Trash Company              | PULL FEE                                   | 112-436-300-200 | 401.70     |
| 10/10/2023 | Tule Trash Company              | FRANCHISE FEE 12.73%                       | 104-000-316-024 | -14,656.12 |
| 10/10/2023 | Tule Trash Company              | PULL FEE                                   | 112-436-300-200 | 781.80     |
| 10/10/2023 | Tule Trash Company              | DUMP FEE                                   | 112-436-300-192 | 638.30     |
| 10/10/2023 | Tule Trash Company              | PULL FEE                                   | 112-436-300-200 | 1,563.60   |
| 10/10/2023 | Tule Trash Company              | FRANCHISE FEE SEPT 2023                    | 112-436-316-023 | -1,511.40  |
| 10/10/2023 | Tule Trash Company              | CONTRACT                                   | 112-436-300-200 | 115,130.54 |
| 10/10/2023 | Tule Trash Company              | DUMP FEE                                   | 112-436-300-192 | 265.85     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X1)                       | 105-437-200-125 | 40.67      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (1x)                       | 104-412-200-125 | 87.22      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X80%)                     | 120-435-200-125 | 108.77     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X20%)                     | 121-439-200-125 | 27.19      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (1x)                       | 104-432-200-125 | 39.98      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X80%)                     | 120-435-200-125 | 134.66     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X5)                       | 105-437-200-125 | 293.14     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (2x)                       | 104-412-200-125 | 83.08      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X20%)                     | 121-439-200-125 | 33.66      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (2x)                       | 109-434-200-125 | 85.72      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (1x)                       | 104-432-200-125 | 68.59      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X20%)                     | 121-439-200-125 | 13.38      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X1)                       | 105-437-200-125 | 216.35     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X80%)                     | 120-435-200-125 | 53.53      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X1)                       | 109-434-200-125 | 56.14      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X1)                       | 104-433-200-125 | 66.91      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X4)                       | 145-410-200-125 | 154.83     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X4)                       | 145-410-200-125 | 230.31     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X80%)                     | 120-435-200-125 | 41.13      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (1x)                       | 104-433-200-125 | 135.81     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X6)                       | 105-437-200-125 | 290.45     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X20%)                     | 121-439-200-125 | 10.28      |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (1x)                       | 104-433-200-125 | 118.49     |
| 10/10/2023 | UNIFIRST Corporation            | UNIFORMS - COST (X1)                       | 104-433-200-125 | 51.41      |
| 10/10/2023 | Univar USA Inc                  | WTP - SODIUM HYPOCHLORITE CHEMICALS        | 105-437-300-219 | 11,827.71  |
| 10/10/2023 | Univar USA Inc                  | RAC POOL. - SODIUM HYPOCHLORITE CHEMICALS  | 138-413-300-200 | 3,247.50   |
| 10/10/2023 | Univar USA Inc                  | RAC POOL. - HYPOCHLORITE ACID              | 138-413-300-200 | 1,065.18   |
| 10/10/2023 | Univar USA Inc                  | RAC POOL. - SODIUM HYPOCHLORITE CHEMICALS  | 138-413-300-200 | 3,020.18   |



|            |                           |                                   |                       |                   |
|------------|---------------------------|-----------------------------------|-----------------------|-------------------|
| 10/10/2023 | unWired Broadband         | INTERNET SERVICE - WTP            | 105-437-300-220       | 111.33            |
| 10/10/2023 | unWired Broadband         | INTERNET SERVICE - WWTP           | 120-435-300-220       | 111.33            |
| 10/10/2023 | unWired Broadband         | INTERNET SERVICE - CITY HALL      | 104-432-300-220       | 111.33            |
| 10/10/2023 | US Bank Equipment Finance | PUBLIC WORKS COPIER LEASE OVERAGE | 109-434-300-180       | 212.45            |
|            |                           |                                   | <b>Warrant Total:</b> | <b>192,921.31</b> |

# Accounts Payable

## Blanket Voucher Approval Document



#2

User: Imustain  
Printed: 10/16/2023 - 2:29PM  
Warrant Request Date: 10/16/2023  
DAC Fund:

Batch: 00503.10.2023 - Wrnt Rgstr 10/24/23 FY24

| Line | Claimant  | Amount       |
|------|---|--------------|
| 1    | American Office Solutions, LLC                  | 5,211.30     |
| 2    | Best Deal Food Co Inc.                          | 170.41       |
| 3    | City of Avenal                                  | 4,782.90     |
| 4    | Felder Communications                           | 779.50       |
| 5    | Hanford Veterinary Hospital                     | 559.76       |
| 6    | Kings County Tax Collector                      | 177.96       |
| 7    | Kings County Tax Collector                      | 261.88       |
| 8    | Kings County Tax Collector                      | 214.08       |
| 9    | Leaf Capital Funding LLC                        | 204.60       |
| 10   | Linde Inc.                                      | 108.25       |
| 11   | Matson Alarm Co. Inc.                           | 132.50       |
| 12   | Merle Stone Chevrolet                           | 903.22       |
| 13   | Nacho's Automotive                              | 460.00       |
| 14   | ODP Business Solutions                          | 6.77         |
| 15   | Pace Analytical Services, LLC                   | 544.30       |
| 16   | PACE Supply                                     | 10,515.82    |
| 17   | Pacific Tire - Corcoran                         | 15.00        |
| 18   | PG&E  | 734.90       |
| 19   | Proclean Supply                                 | 1,900.74     |
| 20   | Prudential Overall Supply                       | 433.61       |
| 21   | Quality Pool Service                            | 1,326.30     |
| 22   | Quinn Company                                   | 81.84        |
| 23   | Radius Tire Co.                                 | 308.34       |
| 24   | SANZ Industrial Services, Inc.                  | 8,417.25     |
| 25   | Sawtelle & Rosprim Hardware, Inc.               | 414.62       |
| 26   | SCA of CA, LLC                                  | 6,699.00     |
| 27   | SJVAPCD   | 1,477.00     |
| 28   | The Gas Company                                 | 94.14        |
| 29   | The Lawnmower Man                               | 675.66       |
| 30   | Trans Union LLC                                 | 60.00        |
| 32   | Tulare County Jail-Industries Engraving Program | 238.70       |
| 33   | Tulare County Tax Collector                     | 445.08       |
| 34   | Tule Trash Company                              | 507.58       |
| 31   | Turnupseed Electric Sve Inc                     | 590.00       |
| 35   | United Rentals Exchange, LLC                    | 762.09       |
| 36   | Univar USA Inc                                  | 16,245.75    |
| 37   | unWired Broadband                               | 333.99       |
| 38   | US Bank   | 3,190.00     |
| 39   | Valley Pump & Dairy Systems, Inc.               | 83,280.23    |
| 40   | Verizon Wireless                                | 418.11       |
| 41   | Verizon Wireless                                | 1,066.52     |
| 42   | Will Tiesiera Ford-Mercury                      | 690.21       |
|      | Grand Total:                                    | \$155,439.91 |

# Accounts Payable

## Voucher Approval List

User: Imustain  
Printed: 10/16/2023 - 2:29PM  
Batch: 00503.10.2023 - Wrnt Rgstr 10/24/23 FY24



| Warrant Date | Vendor                         | Description   | Account Number  | Amount   |
|--------------|--------------------------------|---|-----------------|----------|
| 10/16/2023   | American Office Solutions, LLC | NEW USERS   | 104-421-300-181 | 276.00   |
| 10/16/2023   | American Office Solutions, LLC | RIMS  | 104-421-300-181 | 400.00   |
| 10/16/2023   | American Office Solutions, LLC | SGR FY 21-22 CITY HALL OFFICE ITEMS MONITOR, PRINTER, | 145-410-300-200 | 4,235.30 |
| 10/16/2023   | American Office Solutions, LLC | CLETS   | 104-421-300-181 | 300.00   |
| 10/16/2023   | Best Deal Food Co Inc.         | AC/KENNELS  | 104-421-300-203 | 47.59    |
| 10/16/2023   | Best Deal Food Co Inc.         | AC/KENNELS  | 104-421-300-203 | 27.65    |
| 10/16/2023   | Best Deal Food Co Inc.         | AC/KENNELS  | 104-421-300-203 | 23.79    |
| 10/16/2023   | Best Deal Food Co Inc.         | AC/KENNELS  | 104-421-300-203 | 23.79    |
| 10/16/2023   | Best Deal Food Co Inc.         | AC/KENNELS  | 104-421-300-203 | 47.59    |
| 10/16/2023   | City of Avenal                 | DOGS EUTHANIZED                                       | 104-421-300-203 | 120.00   |
| 10/16/2023   | City of Avenal                 | SERVICE CONTRACT AUG 2023                             | 104-421-300-203 | 4,662.90 |
| 10/16/2023   | Felder Communications          | RADIO SERVICE SEPT 23                                 | 104-421-300-141 | 779.50   |
| 10/16/2023   | Hanford Veterinary Hospital    | CANINE UNIT REX                                       | 104-421-300-217 | 559.76   |
| 10/16/2023   | Kings County Tax Collector     | 24434 PROPERTY TAX 6 1/4                              | 301-430-300-200 | 177.96   |
| 10/16/2023   | Kings County Tax Collector     | 24432 PROPERTY TAX 6 1/4                              | 301-430-300-200 | 261.88   |
| 10/16/2023   | Kings County Tax Collector     | PROPERTY TAX - RAIL ROAD TRACKS SEC 12/21/22          | 104-432-300-160 | 214.08   |
| 10/16/2023   | Leaf Capital Funding LLC       | COPIER SERVICE RENTAL                                 | 104-421-300-180 | 204.60   |
| 10/16/2023   | Linde Inc.                     | CO2 TELEMTRY  | 105-437-300-200 | 108.25   |
| 10/16/2023   | Matson Alarm Co. Inc.          | RAO ALARM SYSTEM MONITORING & SVC OCT 2023            | 136-415-300-200 | 132.50   |
| 10/16/2023   | Merle Stone Chevrolet          | UNIT 252 LOWER CONTROL LINKS                          | 104-421-300-260 | 451.61   |
| 10/16/2023   | Merle Stone Chevrolet          | UNIT 421 LOWER CONTROL LINKS                          | 104-421-300-260 | 451.61   |
| 10/16/2023   | Nacho's Automotive             | UNIT 280 - LABOR INSTALL ALTERNATOR                   | 104-421-300-260 | 460.00   |
| 10/16/2023   | ODP Business Solutions         | ORGANIZER   | 145-410-300-210 | 6.77     |
| 10/16/2023   | Pace Analytical Services, LLC  | MONTHLY ARSENIC TESTING SAMPLES SEPT 2023 - WWTP      | 120-435-300-200 | 544.30   |
| 10/16/2023   | PACE Supply                    | STATION 2 BRASS FOR STOCK                             | 105-437-300-210 | 491.04   |
| 10/16/2023   | PACE Supply                    | METER PROJECT BRASS                                   | 105-437-300-200 | 2,658.84 |
| 10/16/2023   | PACE Supply                    | METER PROJECT 2" VALVES                               | 105-437-300-200 | 782.39   |
| 10/16/2023   | PACE Supply                    | STATION 2 PUMP ASSEMBLY REBUILD STUFFING BOXES        | 105-437-300-140 | 206.37   |
| 10/16/2023   | PACE Supply                    | STATION 2 COUPLING STOCK                              | 105-437-300-210 | 34.38    |

|            |   |  |                 |          |
|------------|---|--|-----------------|----------|
| 10/16/2023 | PACE Supply                                   | METER PROJECT 1" COUPLINGS                             | 105-437-300-200 | 1,352.26 |
| 10/16/2023 | PACE Supply                                   | METER PROJECT 3/4" BRASS COUPLINGS                     | 105-437-300-200 | 591.81   |
| 10/16/2023 | PACE Supply                                   | RECLAIM PROJECT 4" PVC PIPE                            | 105-437-300-210 | 370.97   |
| 10/16/2023 | PACE Supply                                   | PARTS FOR RECLAIM PROJECT & FIRE HYDRANT - STREPY      | 105-437-300-140 | 241.67   |
| 10/16/2023 | PACE Supply                                   | STATION 2 PUMP ASSEMBLY PARTS                          | 105-437-300-210 | 1,000.77 |
| 10/16/2023 | PACE Supply                                   | PARTS FOR VAN DORSTEN/STANLEY MAIN REPLACEMENT         | 105-437-300-140 | 2,785.32 |
| 10/16/2023 | Pacific Tire - Corcoran                       | UNIT 267 TIRE MOUNTED                                  | 104-421-300-260 | 15.00    |
| 10/16/2023 | PG&E  | 0146768431-0 OMAHA AVE & 6 1/2 AVE - SEWER LIFT STATIO | 120-435-300-240 | 734.90   |
| 10/16/2023 | Proclean Supply                               | JANITORIAL BUILDING SUPPLIES                           | 104-432-300-216 | 1,900.74 |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 104-432-320-200 | 19.87    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 145-410-300-200 | 46.16    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 105-437-300-200 | 49.01    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 104-433-300-200 | 19.23    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 104-433-300-200 | 36.72    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 104-432-300-200 | 48.99    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 136-415-300-200 | 31.22    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 120-435-300-200 | 46.16    |
| 10/16/2023 | Prudential Overall Supply                     | ENTRANCE RUGS/SHOP TOWELS/DUST MOP                     | 104-432-300-200 | 136.25   |
| 10/16/2023 | Quality Pool Service                          | RAC POOL CHEMICALS                                     | 138-413-300-200 | 476.30   |
| 10/16/2023 | Quality Pool Service                          | MONTHLY SERVICE SEPT 2023                              | 138-413-300-200 | 850.00   |
| 10/16/2023 | Quinn Company                                 | WTP SUPPLIES   | 105-437-300-210 | 81.84    |
| 10/16/2023 | Radius Tire Co.                               | UNIT 267 TIRE BALANCE                                  | 104-421-300-260 | 20.00    |
| 10/16/2023 | Radius Tire Co.                               | UNIT 258 NEW TIRE                                      | 105-437-300-260 | 233.84   |
| 10/16/2023 | Radius Tire Co.                               | UNIT 292 TIRE REPAIR                                   | 104-412-300-260 | 29.50    |
| 10/16/2023 | Radius Tire Co.                               | UNIT 284 TIRE PATCH                                    | 105-437-300-260 | 25.00    |
| 10/16/2023 | SANZ Industrial Services, Inc.                | SLUDGE REMOVAL - RECLAIM TANK 1                        | 105-437-300-193 | 8,417.25 |
| 10/16/2023 | Sawtelle & Rosprim Hardware, Inc.             | WASHERS FOR SHOP USE                                   | 104-433-300-210 | 12.30    |
| 10/16/2023 | Sawtelle & Rosprim Hardware, Inc.             | SUPPLIES WTP   | 105-437-300-210 | 239.29   |
| 10/16/2023 | Sawtelle & Rosprim Hardware, Inc.             | UNIT 291 TOOLS   | 120-435-300-210 | 76.32    |
| 10/16/2023 | Sawtelle & Rosprim Hardware, Inc.             | GLOVES FOR WWTP  | 120-435-300-210 | 86.71    |
| 10/16/2023 | SCA of CA, LLC                                | STREET SWEEPING SEPT 2023                              | 112-438-300-200 | 2,233.00 |
| 10/16/2023 | SCA of CA, LLC                                | STREET SWEEPING SEPT 2023                              | 121-439-300-200 | 2,233.00 |
| 10/16/2023 | SCA of CA, LLC                                | STREET SWEEPING SEPT 2023                              | 109-434-300-200 | 2,233.00 |
| 10/16/2023 | SJVAPCD                                       | 23/24 ANNUAL PERMITS TO OPERATE - FACILITY ID C7067    | 105-437-300-160 | 577.00   |
| 10/16/2023 | SJVAPCD                                       | 23/24 ANNUAL PERMITS TO OPERATE - FACILITY ID C7068    | 105-437-300-160 | 900.00   |
| 10/16/2023 | The Gas Company                               | 00891595001 1031 CHITTENDEN                            | 104-432-300-242 | 94.14    |
| 10/16/2023 | The Lawnmower Man                             | WTP NEW BACKPACK BLOWER                                | 105-437-300-210 | 675.66   |
| 10/16/2023 | Trans Union LLC                               | PROFESSIONAL SRV/BACKGROUNDS SEPT 23                   | 104-421-300-200 | 60.00    |
| 10/16/2023 | Tulare County Jail-Industries Engraving Progr | PAL PLAQUES  | 331-425-300-210 | 48.82    |

|            |   |  |                       |                   |
|------------|---|--|-----------------------|-------------------|
| 10/16/2023 | Tulare County Jail-Industries Engraving Progr | JR POLICE STICKERS                                 | 104-421-300-210       | 189.88            |
| 10/16/2023 | Tulare County Tax Collector                   | PROPERTY TAX E 1/2 & POR SW 1/4 SEC 6:22/23        | 104-406-300-200       | 445.08            |
| 10/16/2023 | Tule Trash Company                            | MISC CHARGES - ADDL P/U, CONTAM FEE & OVERAGE SEPT | 112-436-300-192       | 507.58            |
| 10/16/2023 | Turnupseed Electric Svc Inc                   | CENTEX STORM STATION                               | 121-439-300-140       | 590.00            |
| 10/16/2023 | United Rentals Exchange, LLC                  | VAN DORSTEN/STANLEY AVE PROJECT - TRENCH PLATE RE  | 105-437-300-180       | 762.09            |
| 10/16/2023 | Univar USA Inc                                | WTP CHEMICALS                                      | 105-437-300-219       | 11,699.25         |
| 10/16/2023 | Univar USA Inc                                | RAC POOL SODIUM HYPOCHLORITE CHEMICALS             | 138-413-300-200       | 2,273.25          |
| 10/16/2023 | Univar USA Inc                                | RAC POOL - BULK CHEMICALS                          | 138-413-300-200       | 2,273.25          |
| 10/16/2023 | unWired Broadband                             | INTERNET SERVICE - CITY HALL                       | 104-432-300-220       | 111.33            |
| 10/16/2023 | unWired Broadband                             | INTERNET SERVICE - WWTP                            | 120-435-300-220       | 111.33            |
| 10/16/2023 | unWired Broadband                             | INTERNET SERVICE - WTP                             | 105-437-300-220       | 111.33            |
| 10/16/2023 | US Bank                                       | SUCCESSOR AGENCY ADMIN FEES                        | 311-408-300-200       | 3,190.00          |
| 10/16/2023 | Valley Pump & Dairy Systems, Inc.             | WELL 4B  | 105-437-300-210       | 83,280.23         |
| 10/16/2023 | Verizon Wireless                              | CELL PHONE SERVICE                                 | 104-421-300-221       | 1,066.52          |
| 10/16/2023 | Verizon Wireless                              | DATA SEPT 2023                                     | 104-421-300-221       | 418.11            |
| 10/16/2023 | Will Tiesiera Ford-Mercury                    | UNIT 280 NEW ALTERNATOR                            | 104-421-300-260       | 690.21            |
|            |   |  | <b>Warrant Total:</b> | <b>155,439.91</b> |

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

## **MEMORANDUM**

**TO:** Corcoran City Council

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

**DATE:** October 18, 2023.

**MEETING DATE:** October 24, 2023

**SUBJECT:** Resolution No. 4022 to finalize Cannabis Retail Access Grant Program

### **RECOMMENDATION:**

Staff recommends approval of Resolution No. 4022 to finalize the acceptance of the Cannabis Retail access Grant. (VV)

**DISCUSSION** Several months ago the City Manager and Community Development Staff informed the Council that the City had been awarded a Cannabis Retail Access Grant from the Department Of Cannabis Control in the amount of \$125,000 with a possible additional \$30,000 equity bonus id approved. Attached is the approval letter and Resolution 4022 required for formal acceptance of the grant. The funds will be used to offset the legal cost accrued and staff time regarding the ordinance to allow Retail cannabis within the City.

**BUDGET IMPACT:** Reduces time billed to the General Fund

### Attachments:

1. Resolution 4022
2. Award letter

**RESOLUTION NO. 4022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
AUTHORIZING THE STATE OF CALIFORNIA LOCAL JURISDICTION CANNABIS  
RETAIL ACCESS GRANT PROGRAM FUNDING.**

The City of Corcoran City Council finds:

**WHEREAS**, the California Legislature has appropriated fund for awarded by the California Department of Cannabis Control to eligible local jurisdiction to develop and implement a cannabis retailer licensing program;

**WHEREAS**, the City of Corcoran has a plan to develop and implement a program to issue permits to commercial cannabis retail businesses;

**WHEREAS**, the City of Corcoran has determined that it will use grant funds from the Department of Cannabis Control to establish a local cannabis retailer licensing program as described in its application for grant funds.

**NOW, THEREFORE, BE IT RESOLVED** That *City Manager, Community Development Director, and or Transit & Grants Manager* is authorized to execute by electronic signature on behalf of the City of Corcoran the grant agreement with the Department of Cannabis Control, including any extensions or amendments thereof and any subsequent grant agreement with the Department of Cannabis Control in relation thereto.

Be IT FURTHER RESOLVED that the City of Corcoran's council agrees to abide by the terms and conditions of the Grant Agreement as set fourth by the Department of Cannabis Control.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Corcoran held on the 24th day of October 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
Jeanette Zamora-Bragg Mayor

**ATTEST:**

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

CLERKS CERTIFICATE

I, Marlene Spain hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 24<sup>th</sup> day of October 2023, by the vote as set forth therein.

DATED:

---

Marlene Spain, City Clerk



## Kevin Tromborg

---

**From:** RetailAccessGrants@Cannabis <RetailAccessGrants@cannabis.ca.gov>  
**Sent:** Friday, September 22, 2023 4:10 PM  
**To:** RetailAccessGrants@Cannabis; Kevin Tromborg  
**Cc:** Valerie Bega; Grants@Cannabis  
**Subject:** RE: DCC Cannabis Retail Access Grant - Contract Packet

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon, Kevin –

I hope you are doing well. I wanted to reach out to check your progress completing and returning the contract documents and to offer support. Please let me know if you have any questions.

Thank you,

**Devin Gray**  
Policy and Research Division



**Department of  
Cannabis Control**  
CALIFORNIA

**From:** RetailAccessGrants@Cannabis <RetailAccessGrants@cannabis.ca.gov>  
**Sent:** Wednesday, September 6, 2023 3:23 PM  
**To:** kevin.tromborg@cityofcorcoran.com  
**Cc:** Valerie.bega@cityofcorcoran.com; Grants@Cannabis <grants@cannabis.ca.gov>  
**Subject:** DCC Cannabis Retail Access Grant - Contract Packet

Dear Kevin,

The Department of Cannabis Control (DCC) Local Jurisdiction Retail Access Grant Program announced Phase I grant awards on June 20, 2023. In accordance with the award notice you received, attached are the grant packet documents for completion. Please review and complete the entire packet.

I recommend that you review the Cover Letter first as it contains detailed instructions for completing the attached items.

A copy of the final agreement will be sent for your review and signature once DCC receives and reviews your documents.

### **City of Corcoran**

**Base Award:** \$125,000 (80% disbursed upon execution of grant agreement; 20% disbursed upon proof of retailer licensing program establishment)

**Equity Bonus Funding:** \$30,000 (100% disbursed upon proof of equity program establishment)

Your jurisdiction proposed an equity component, so please ensure to complete the equity sections on the attached documents.

Sincerely,

**Devin Gray** (*he/him*)

Policy Specialist

Policy and Research Division

desk: 279.217.3555

844-61-CA-DCC (844-612-2322)

[www.cannabis.ca.gov](http://www.cannabis.ca.gov)



**Department of  
Cannabis Control**

CALIFORNIA

Integrity • Fairness • Innovation • Knowledge • Collaboration • Support

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

**MEMORANDUM**

**TO:** City Council

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

**DATE:** October 18, 2023,

**MEETING DATE:** October 24, 2023

**SUBJECT:**

New Resolution No. 4023 regarding approving maximum increase amount of program assistance and revise the City of Corcoran's Homebuyers program Guidelines.

**Discussion:**

On February 14, 2023, Community Development Staff presented to the City Council, under a Public Hearing, a proposed increase of the program assistance maximum from \$60,000 to \$100,000. Resolution 3978 (attached) presented to the council has a \$100,000 maximum. After council deliberation, the council voted to increase the maximum to \$120,000. Resolution 4023 that is presented today reflects the approved amount of \$120,000.

The City of Corcoran receives grant funding from the Federal and State government in the form of Community Development Block Grants (CDBG), Home Investment Partnerships Program (HOME), and CalHome funds. These grants are used for our First Time Buyers Program (FTB) and our Home Rehabilitation Program.

**Budget Impact:**

Cost to the City regarding HOME funds is drawn down from the 2019 HOME grant, Administrative cost.

**Attachments:**

Resolution No. 4023

February 14<sup>th</sup> Resolution 3978

**RESOLUTION NO. 4023**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
APPROVING REVISIONS TO THE FTHB, HOME PARTNERSHIP PROGRAM  
GUIDELINES REGARDING MAXIMUM ASSISTANCE INCREASE**

**WHEREAS**, the California Department of Housing and Community Development and the United States Department of Housing and Urban Development have developed guidelines for the HOME partnership Program First Time Home Buyers (FTHB); and

**WHEREAS**, The Corcoran City Council approved the HOME, FTHB and Rehab guidelines on June 14, 2022; and

**WHEREAS**, housing, land and construction cost have increased considerably in the past year; and

**WHEREAS**, the need for larger financial assistance is required to qualified applicants for the City's First Time Buyers program; and

**WHEREAS**, The City's current maximum for assistance in conjunction with the HOME Investment Partnership is \$60,000; and

**WHEREAS**, The City has a contracted Partnership with Self Help Enterprise who advised the City of the need for a higher assistance maximum amount.

**WHEREAS**, a public hearing is required based on revisions that have limit increases of grant funding by the United States Department of Housing and Urban Development.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the revisions to the HOME FTHB Guidelines to increase the maximum assistance funding from \$60,000 to a maximum of \$120,000.

The foregoing Resolution 4023 was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 24<sup>TH</sup> day of October 2023, by the following vote:

**AYES:**

**ABSTAIN:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
Jeanette Zamora Bragg

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

Marlene Spain, City Clerk

**RESOLUTION NO. 3978**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
APPROVING REVISIONS TO THE FTHB, HOME PARTNERSHIP PROGRAM  
GUIDELINES REGARDING MAXIMUM ASSISTANCE INCREASE**

**WHEREAS**, the California Department of Housing and Community Development and the United States Department of Housing and Urban Development have developed guidelines for the HOME partnership Program First Time Home Buyers (FTHB); and

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**WHEREAS**, housing, land and construction cost have increased considerably in the past year; and

**WHEREAS**, the need for larger financial assistance is required to qualified applicants for the City's First Time Buyers program; and

**WHEREAS**, The City's current maximum for assistance in conjunction with the HOME Investment Partnership is \$60,000; and

**WHEREAS**, The City has a contracted Partnership with Self Help Enterprise who advised the City of the need for a higher assistance maximum of \$100,000

**WHEREAS**, a public hearing is required based on revisions that have limit increases of grant funding by the United States Department of Housing and Urban Development.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the revisions to the HOME FTHB Guidelines to increase the maximum assistance funding from \$60,000 to a maximum of \$100,000.

The foregoing Resolution 3978 was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 14<sup>TH</sup> day of February 2023, by the following vote:

**AYES:**

**ABSTAIN:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
Jeanette Zamora Bragg

**ATTEST:**

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

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

**MEMORANDUM**

**TO:** Corcoran City Council

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

**DATE:** October 18, 2023.

**MEETING DATE:** October 24, 2023

**SUBJECT:** Revision to Improvement Standard ST-2 Trench Backfill (See Attached)

**RECOMMENDATION:**

Staff recommends approval on Revision to the City Improvement Standard ST-2 Trench Backfill. (VV)

**DISCUSSION:**

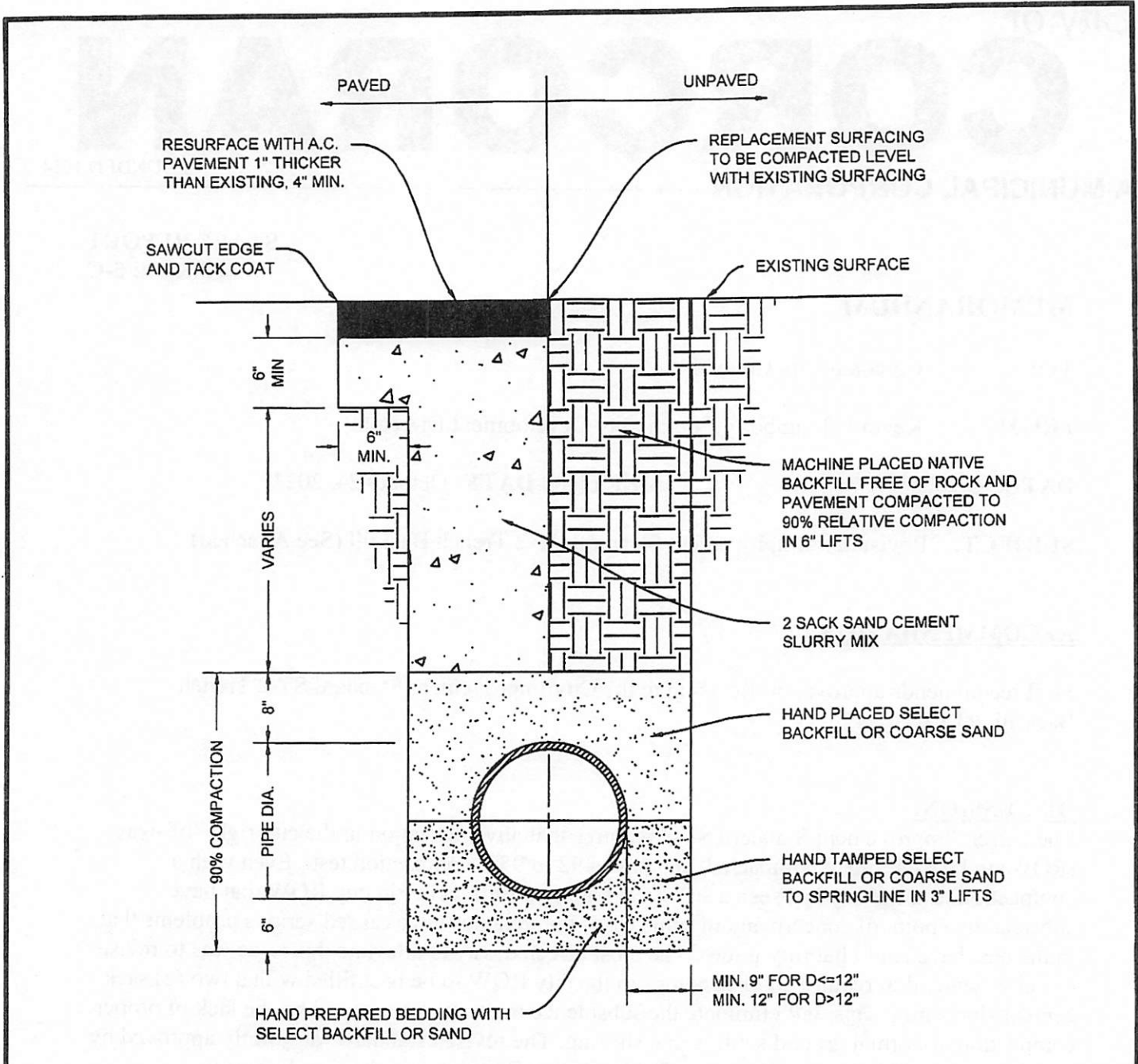
The current Improvement Standard ST-2 requires that any excavation in the city right-of-way (ROW) to be back filled, compacted, and pass a 92 to 95% compaction test. Even with a compaction test, the city has seen a significant amount of trenches in city ROW that have subsided to a point of concern and in some cases the trenches have caused serious problems that in the past have led to liability issues. The most effected way to alleviate this issue was to revise our city standard to require all excavations in the city ROW to be backfilled with a two (2) sack cement slurry mix. This will eliminate the subsidence in excavation caused by the lack of proper compaction or normal ground settling and shifting. The revised standard was jointly approved by the Community Development Director, Public Works Director, and the City Engineer.

**BUDGET IMPACT:**

The revision will be paid out of professional services of our 2023/24 Budget.

Attachments:

1. Improvement Standard ST-2



HAND PREPARED BEDDING WITH SELECT BACKFILL OR SAND

**SEWER MAIN**

UP THRU 8" PIPE - 36" COVER  
 UP THRU 12" PIPE - 42" COVER  
 OVER 12" PIPE - 48" COVER  
 COVER SHOWN IS MINIMUM.

**WATER MAIN**

UP THRU 6" PIPE - 36" COVER  
 UP THRU 8" PIPE - 42" COVER  
 OVER 10" PIPE - 48" COVER  
 COVER SHOWN IS MINIMUM.

**NOTE:**

MUST PROVIDE COMPACTION TEST FOR ALL SOIL BACKFILL UNLESS USING 2 SACK SAND CEMENT SLURRY.

**CITY OF CORCORAN • DEPARTMENT OF PUBLIC WORKS**

STANDARD DRAWING FOR:  
**TRENCH BACKFILL**

APPROVED BY: \_\_\_\_\_ 08/17/23  
 CITY ENGINEER R.P.E. 88165 Date

REVISED: \_\_\_\_\_

**ST-2**

**STAFF REPORT  
ITEM #: 5-D****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: October 19, 2023****MEETING DATE: October 24, 2022****SUBJECT: Authorizing the Purchase of a portion of 1545 Bainum Avenue Property****Summary:**

The City is in need of additional land for a wastewater lift station, and has come to an agreement with the property owner to purchase a portion of 1545 Bainum Ave., Corcoran.

**Recommendation:**

Consider adoption of Resolution No. 4024 authorizing the purchase of a portion of 1545 Bainum Avenue (APN 034-200-042) Property.

**Budget impact:**

Project funding is allocated and approved as part of the FY 23-24 Budget within the Public Works Capital Improvement Projects budget and utilizes ARPA funding.

**Background:**

The City currently maintains a wastewater lift station at the southwest corner of Bainum and Letts Avenues. The City's Public Works Department, in evaluating the City's service capacities for priority capital improvement projects, identified the need for upgrading the wastewater lift station capacity at Bainum and Letts Avenues. The current location of the existing lift station is confined and not reasonably suitable for upgrading. Therefore, staff explored alternative options with adjacent property owners. Staff were able to gain the support of the property owner on the southeast side of Bainum and Letts Avenues who has a residence set back farther from Bainum Avenue and greater lawn yard space. The City's Engineer drafted the engineering and land area needed to accommodate a new lift station that would utilize the City's right of way, and sidewalk along the south side of Bainum Avenue, and only need an approximate 270 square feet area (30 feet by 9 feet) from the property owner. See attached City Engineer Site Plan.

On August 22, 2023, staff presented and discussed this project with Council under closed session for real property negotiations and now seek Council approval to move forward with the



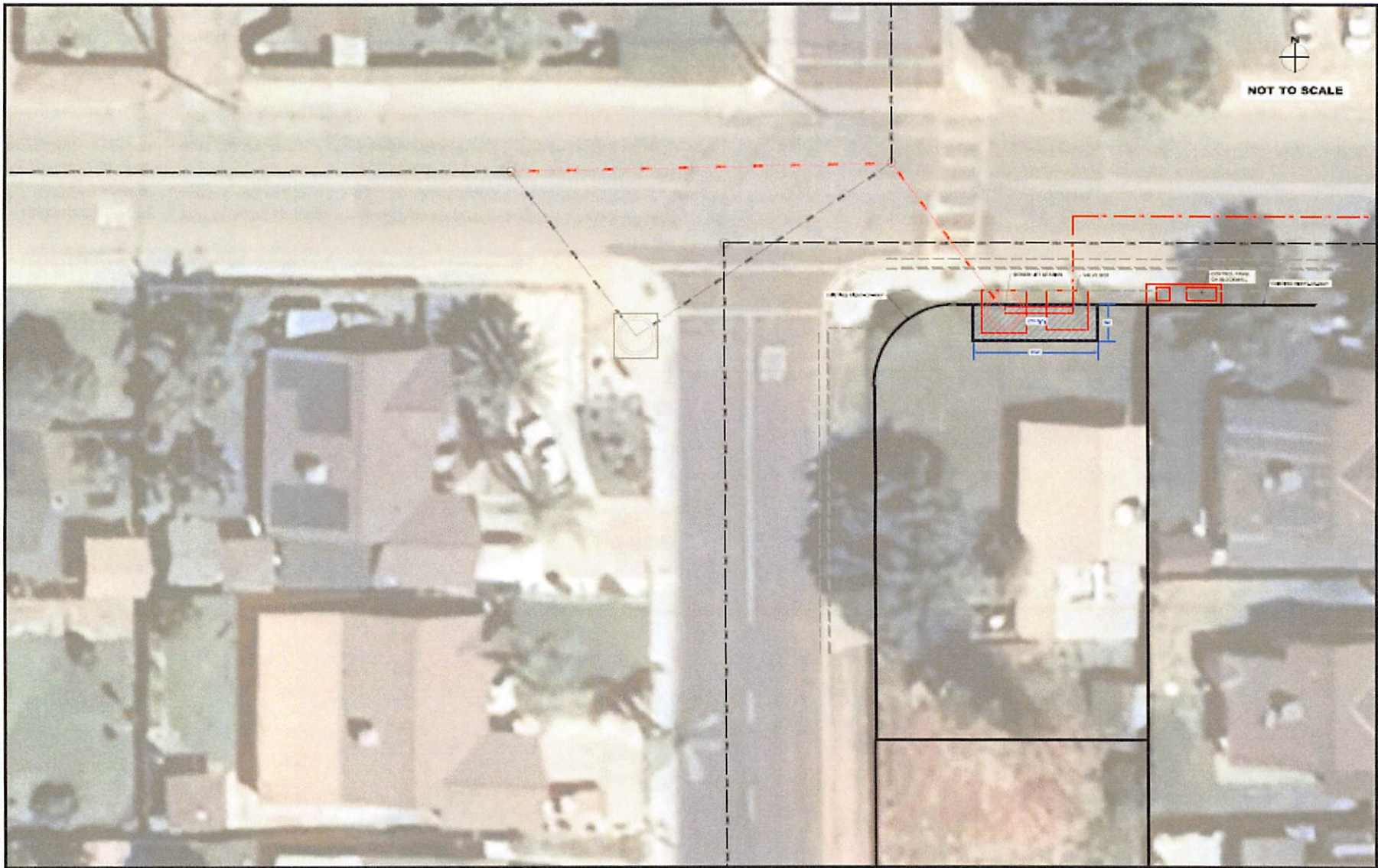
purchase. An appraisal has been prepared and staff have reached agreement with the property owner as outlined in the attached purchase agreement prepared by the City Attorney.

**Attachment:**

Conceptual Layout

Council Resolution No. 4024

Purchase Agreement



**LETTS & BAJNUM AVENUE**  
**CONCEPTUAL SEWER LIFT STATION LAYOUT**  
**REVISION 1**

**RESOLUTION NO. 4024**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN  
AUTHORIZING PURCHASE OF REAL PROPERTY AND ENTRY INTO PURCHASE  
AGREEMENT**

**WHEREAS**, the City has recognized a need for public improvements to continue providing satisfactory services to its residents;

**WHEREAS**, the City has identified a portion of the property located at 1545 Bainum Avenue ("Property") as suitable for the installation of a sewer lift-station, but the portion of land sought to be purchased requires a lot line adjustment;

**WHEREAS**, the City has negotiated a purchase price of \$2,500.00 with the owner(s) of the Property for a portion of the parcel sufficient to install a lift station;

**WHEREAS**, the purchase of the portion of Property is necessary and appropriate to continue serving the City's resident utility ratepayers and provide satisfactory utility services to new developments located in and/or around the City's limits; and

**NOW, THEREFORE, BE IT RESOLVED** the City Council of Corcoran desires to enter into an agreement to purchase such portion of the Property for the purpose of installing a lift station; and

1. Found the foregoing recitals to be true and correct;
2. Authorized the Mayor and/or City Manager to sign, on behalf of the City of Corcoran, an agreement authorizing the purchase of such portion of the Property located at 1545 Bainum Avenue, Corcoran, California, open an escrow, and obtain title insurance;
3. Authorized the City Manager, City Clerk, and/or relevant City staff to proceed with a lot line adjustment for that portion of the Property to be purchased;
4. Authorized the City Manager, pursuant to Government Code § 27281, to accept and record all deeds related to the acquisition of a portion of 1545 Bainum Ave. This authorization includes the grant deed that conveys ownership to the City and any related deeds for temporary construction easements; and
5. Authorized the City Manager, City Clerk, and relevant City staff to incur all reasonably necessary expenses to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper, and/or convenient and any actions incidental thereto.

The foregoing Resolution No. 4024 was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 24th day of October 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF CORCORAN (“**Buyer**”) and SALVADOR GOMEZ (“**Seller**”). Seller and Buyer are sometimes herein referred to as the “**Parties**”.

### RECITALS

A. Seller is the owner of the real property located at **1545 Bainum Avenue** in the City of Corcoran, County of Kings (the “**County**”), State of California, more particularly described in **EXHIBIT A** (the “**Parcel**”), attached hereto and incorporated as a part hereof.

B. Seller desires to sell and Buyer desires to purchase a small portion of Parcel, particularly described within **EXHIBIT B** (the “**Property**”), upon the terms and conditions contained in this Agreement, for public utility purposes. The purchase includes all of Seller’s property rights, title and interest in and to the real Property.

C. Seller desires to sell and Buyer desires to purchase the Property. The Close of Escrow shall occur **30 days** after the execution of this Agreement unless escrow is extended by mutual written consent of both of the Parties.

### TERMS

The Parties agree as follows:

1. Agreement of Sale. Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller the Property subject to all the terms and conditions of this Agreement, including the recitals above.

2. Purchase Price. The Purchase Price shall be cash in the amount of **Two Thousand Five Hundred U.S. Dollars (\$2,500 USD)** for the acquisition of the entirety of the Seller’s ownership interest in the Property, excluding each and all public utility and other easements and exceptions noted in the title guarantee.

3. [Reserved.]

4. Payment of Purchase Price. Buyer shall pay the Purchase Price in cash through escrow and as a condition precedent to Close of Escrow. The full Purchase Price shall and must be tendered on or before the Close of Escrow. Said payment is a condition precedent to recordation of Seller’s grant deed to Buyer in the official records of Kings County.

5. Escrow Agent, Review of Title, Feasibility and Physical Condition of the Property.

5.1 Escrow Agent. Promptly following the execution of this Agreement by all Parties, an escrow shall be opened to consummate the sale of the Property pursuant to the terms and conditions set forth in this Agreement at the office of **Stewart Title of California, Inc., Hanford Office, 325 Mall Drive, No. 105, Hanford, California 93230**, contact person is Melinda Martinez, **Escrow Officer**, or such other licensed company as the Parties shall agree (“**Escrow Agent**”). This Agreement constitutes both an agreement of purchase and sale for the Property between Seller and Buyer and joint escrow instructions to Escrow Agent relative to the purchase and sale of the Property. If Escrow Holder requires separate or additional escrow instructions which it deems necessary for its protection, Seller and Buyer hereby agree promptly upon request by Escrow Agent to execute and deliver to Escrow Agent such separate or additional escrow instructions (the “**Additional Instructions**”). In the event of any conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and govern, and the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the provisions of this Agreement unless otherwise agreed to in writing by Seller and Buyer in connection with specifically identified terms of this Agreement.

5.2 Review of Title. As part of the review process, Buyer, at its own expense, will purchase a title guarantee (“**Title Guarantee**”), together with copies of all documents evidencing exceptions to title as described therein.

5.2.1 Monetary Liens. Seller shall convey the Property to Buyer free and clear of any deeds of trust, mortgages, mechanics’ liens, judgment liens, tax liens, Williamson Act fees if necessary, or any other encumbrance, other than liens for general and special real property taxes and assessments not then due and payable (“**Monetary Exceptions**”).

5.2.2 Other Liens. Buyer shall notify Seller in writing of Buyer’s disapproval of any title exception in the Title Guarantee (other than Monetary Exceptions) within ten (10) days of Buyer’s receipt of the Title Guarantee and Monetary Exception documents produced therewith (“**Disapproved Exceptions**”). Failure to so notify Seller shall conclusively be deemed as Buyer’s approval of all non-Monetary Exceptions listed in the Title Guarantee.

6. Prorations.

6.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow based upon the actual current tax bill.

6.2 Utility Bills and Deposits. Not applicable.

6.3 Methods of Proration. All prorations will be made as of the date of Close of Escrow based on a 365-day year.

7. Seller's Representations and Covenants.

7.1 Authority. Seller has the full power and authority to execute and deliver this Agreement and to perform the terms hereof.

7.2 No Litigation. There is no action, suit, litigation, arbitration, administrative or other proceeding pending, to the best of Seller's actual knowledge without Seller having conducted any investigation or inquiry regarding such matters. There is no governmental action known to Seller which is pending or threatened which affects or would affect the Property.

7.3 No Agreements Concerning the Property. There are no contracts, licenses, tenancies, easements or commitments regarding the possession or use of the Property or the right to take profit therefrom which are not now disclosed in the public records of Kings County, California.

7.4 Subsequent Liens and Encumbrances. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date of this Agreement, except as may be otherwise provided for in this Agreement or a related deed of trust recorded against the Property.

7.5 Material Alterations to Property. Seller will not make any material alterations to the Property.

7.6 Property in Substantially Same Condition. Seller will maintain the Property in substantially the same condition as the Property is in on the Effective Date, ordinary wear and tear excepted.

7.7 Hazardous Materials. Seller has no actual knowledge, without Seller having conducted any investigation or inquiry regarding such matters, that (i) the Property is in violation, nor has been or is currently under investigation for violation of any federal, State or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property, including, but not limited to, soil and groundwater conditions; (ii) the Property has been subject to any Hazardous Substance other than in compliance with laws; (iii) Seller or any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Property other than in compliance with laws; and (iv) except as otherwise disclosed herein, there is not or has ever been to the best of Seller's knowledge on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. For purposes of this Agreement, the term "**Hazardous Substance**" shall be defined as set forth in **EXHIBIT C** attached hereto.

8. Close of Escrow.

8.1 Closing Conditions. The Close of Escrow is contingent upon the satisfaction of each and all of the following conditions:

8.1.1 Conditions Precedent to the Obligations of Seller. The Close of Escrow and Seller's obligation to sell the Property to Buyer and to perform this Agreement are subject to the satisfaction of the following conditions precedent on or prior to the Close of Escrow, which conditions are for Seller's benefit only and may only be waived in writing by Seller:

8.1.1.1 Representations and Warranties of Buyer. The representations and warranties of Buyer contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct on and as of the Close of Escrow as though such representations and warranties were made at and as of such date.

8.1.1.2 Buyer's Compliance With Agreement. Buyer shall have performed and complied with each and all of the terms and conditions of this Agreement to be performed or complied with prior to or at the Close of Escrow, including without limitation deposit of the full purchase price into escrow.

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

8.1.2 Conditions Precedent to the Obligations of Buyer. The Close of Escrow and Buyer's obligation to perform this Agreement are subject to the satisfaction of the following conditions on or prior to the Close of Escrow, which conditions are for Buyer's benefit and may only be waived by Buyer:

8.1.2.1 Representations and Warranties of Seller. The representations and warranties of Seller contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct on and as of the Close of Escrow as though such representations and warranties were made at and as of such date.



8.1.2.2 Seller's Compliance With Agreement. Seller shall have performed and complied with all the terms and conditions of this Agreement to be performed or complied with prior to or at the Close of Escrow.

8.1.2.3 Title Insurance. At the Close of Escrow, Seller shall convey to Buyer good and marketable title to the Property by the recordation of a grant deed showing title to the Property vested in Buyer, as evidenced by a Standard California Land Title Association form title insurance policy ("**Title Policy**") issued by Escrow Agent in the amount of the Purchase Price being paid at the Close of Escrow subject only to such liens, clouds or conditions not disapproved of by Buyer as set forth in Section 5.2.2 hereof and any other matter caused to be placed on the Property by Buyer.

8.2 Closing.

8.2.1 Closing Date. Subject to provisions of Section 8.7 and 8.8, the Close of Escrow shall occur on the date described in Recital C above.

8.3 Closing of Escrow. Upon satisfaction of all conditions precedent and other requirements, close of escrow shall occur on the date on which the grant deed to the Property is recorded in the Official Records of the County (the "**Close of Escrow**").

8.4 Costs of Escrow. Buyer shall pay the escrow fees, the cost of a standard CLTA owner's policy of title insurance, and all of the cost of any endorsements necessary to remove any exceptions to title not approved by Buyer, which Seller has agreed to remove. Buyer shall pay the escrow fees, and all recording fees, all documentary transfer taxes, all of any additional premium for an ALTA owner's policy and all other endorsements requested by Buyer, and all of any surveys if Buyer elects such. Each party shall pay its own attorneys' fees.

8.5 Seller's Affidavit. At or prior to the Close of Escrow, Seller shall execute and deposit into escrow for delivery to Escrow Holder and Buyer a Seller's affidavit meeting the requirements of Internal Revenue Code § 1445(b)(2), certifying that Seller is not a "foreign person" within the meaning of Internal Revenue Code § 1445(f)(3). Seller shall deposit with Escrow Holder evidence satisfactory to Buyer and Escrow Holder that Seller is exempt from the provisions of California Revenue and Taxation Code ("**RTC**") § 18662 and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant thereto. If Seller has not provided such evidence certifying that Seller is exempt from the provisions of RTC § 18662, Escrow Holder shall withhold three and one-third percent (3-1/3%) of the Purchase Price and remit (or cause the Escrow Holder to remit) the amount withheld to the California Franchise Tax Board ("**FTB**") in accordance with the provisions of § 18662.

8.6 Possession. Seller shall deliver possession of the Property being purchased to Buyer at the Close of Escrow, free from any rights or claims of rights of possession of any person or entity, other than any excepted in the Title Guarantee.

8.7 [Reserved.]

8.8 Lawsuit or Legal Action. Should a lawsuit or any legal action be initiated against the process of obtaining development entitlements and/or the provision of any essential services necessary for the development of the Property which causes a delay or stoppage of obtaining the development entitlements and/or essential services, then the Close of Escrow shall be deferred for a period equal to the period of the lawsuit or legal action, provided that in no event shall said deferral exceed a period of five (5) years, unless otherwise mutually agreed in writing, Buyer's sole remedy would be to terminate the Agreement and obtain a refund of Buyer's deposit.

9. [Reserved.]

10. Reporting to Internal Revenue Service. Escrow Agent shall report this transaction to the Internal Revenue Service pursuant to section 6045 of the Internal Revenue Code of 1986, as amended.

11. Broker's Commission. Buyer shall not be responsible for any brokerage fee. Any commissions owed by Seller with regard to this transaction are due and payable at Close of Escrow. In the event any broker or person/entity/finder alleges or perfects a claim for a fee, the party legally responsible for the contact or communication on which the broker or finder perfects such a claim shall indemnify, defend, save, and hold harmless and defend the other party from such claim and/or costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

12. Further Documents. Each Party will, whenever and as often as it shall be reasonably requested by the other Party or Escrow Agent, timely execute, acknowledge and deliver or cause to be timely executed, acknowledged and delivered such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer provided for herein including, without limitation, an original grant deed in recordable form duly executed by Seller, conveying Seller's fee title in and to the Property to Buyer or Buyer's designated vestee, and such further escrow instructions as may be required by Escrow Agent. Furthermore, each of the Parties will timely carry out any and all other reasonable acts and will execute, acknowledge and deliver any and all reasonable documents as may be required in order to carry out the intent and purpose of this Agreement. If there is a conflict between this Agreement and any escrow instructions, this Agreement shall control.

13. Default by Seller. In the event of a default under or breach of this Agreement by Seller prior to Close of Escrow, Buyer shall have the option, as Buyer's sole and exclusive remedy at law or in equity, to elect either of the following by delivery of written notice thereof to Seller:

(A) Termination of this Agreement, whereupon Buyer shall receive an immediate return of the entire amount of the Deposit and Buyer and Seller shall each

be released from all liability hereunder except (i) for those provisions which survive termination, and (ii) Buyer may also pursue an action in damages against Seller for recovery of Buyer's actual losses and damages (in addition to litigation expenses to the extent recoverable under Section 20 below) on or before one year following the date upon which Close of Escrow was to have occurred; or

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

14. Inurement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective Parties. Neither party shall assign this Agreement without the express written consent of the other party.

15. Cure Period. Notwithstanding any contrary provision of this Agreement, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the allegedly defaulting party in writing of said default, and allegedly defaulting party shall have failed to cure said default within ten (10) days after the receipt of said written notice.

16. Waiver. A waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver, implied or otherwise, by such party of any other related or unrelated covenant, condition or promise contained herein. The waiver of either or both Parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

17. Notices. All notices given pursuant to this Agreement shall be in writing. Any notice sent by mail, with delivery confirmation service, shall be deemed given on the date of delivery shown on the delivery confirmation, or if no delivery date is shown, the notice shall be deemed received seventy-two (72) hours after the same is mailed. If sent by regular first-class mail, the notice shall be deemed given seventy-two (72) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that provides next business day delivery shall be deemed given on the next business day after delivery of the same to the United States Postal Service or such courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon the successful transmission thereof, provided a copy is also given via first-class mail delivery, certified mail or overnight courier. If notice is received or deemed received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 p.m., it shall be deemed received on the next business day. For purposes of notice, the addresses of the Parties are as follows, which may be changed upon providing no less than five (5) days of prior written notice:

To Seller: City of Corcoran  
832 Whitley Avenue  
Corcoran, California 93212  
Attn: City Manager  
Phone: 559-992-2151

To Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Entire Agreement. This Agreement and the exhibits contain the entire agreement between the Parties with regard to the Property and supersede all prior written and/or oral representations and/or agreements.

19. Construction. Seller and Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, any remaining portion of this Agreement shall remain in effect.

20. Attorneys' Fees. If an action is filed by any of the Parties hereto, to enforce and/or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable costs, including, but not limited to, attorneys' fees, paralegal fees, court costs, expert fees and all other reasonably associated expenses incurred.

21. Relationship of the Parties. The relationship of Seller and Buyer is solely that of vendor and vendee. Nothing is intended to create a partnership, joint venture or a fiduciary relationship between the Parties or make one party the agent of the other.

22. Headings. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

23. Context. The singular and plural numbers, and the masculine, feminine and neuter genders, shall all include the others, as the context may require. Unless specified to the contrary, all references to exhibits are those exhibits that are attached to this Agreement.

24. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined shall create a document binding on all Parties.

25. Effective Date. The effective Agreement Date shall be the date of the last Party's execution of this Agreement (the "**Effective Date**"). If the Sellers have not accepted

the terms and conditions by signing this Agreement no later than November 30, 2023, this Agreement is considered null and void.

26. [Reserved.]

27. [Reserved.]

28. [Reserved.]

29. Recitals. Recitals shall be an integral part of this Agreement.

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

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

[SIGNATURES ON NEXT PAGE]

//

**SELLER:**

\_\_\_\_\_  
SALVADOR GOMEZ (date)

**BUYER:**

CITY OF CORCORAN

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeanette Zamora-Bragg, Mayor (date)

\_\_\_\_\_  
Moses Diaz, City Attorney (date)

ATTEST:

\_\_\_\_\_  
City Clerk or Deputy (date)

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

Assessor's Parcel Number (APN): 032-200-042-000

REAL PROPERTY IN THE CITY OF CORCORAN, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS:

The West 1 acre of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 23, Township 21 South, Range 22 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, according to the official plat thereof.

Excepting therefrom the South 429.78 feet.

Also known as Parcels 1 and 2 of Parcel Map 18-64, recorded July 23, 2007, Book 18, Page 64 of Parcel Maps.

SUBJECT TO the Restrictions, Conditions, Covenants, Rights of Way, and Easements now of record, if any.

**EXHIBIT B**

(legal description of portion of Property)

A PORTION OF PARCEL 1 OF PARCEL MAP RECORDED IN BOOK 18, PAGE 64 OF PARCEL MAPS, RECORDED JULY 23, 2007, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 89°31'45" WEST A DISTANCE OF 15.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°08'27" WEST A DISTANCE OF 9.00 FEET; THENCE NORTH 89°31'45" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 00°08'27" EAST A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°31'45" EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS: 270 SQ.FT. MORE OR LESS



## EXHIBIT C

### DEFINITION OF HAZARDOUS SUBSTANCE

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

In addition, a Hazardous Substance shall include:

(1) A “Hazardous Substance”, “Hazardous Material”, “Hazardous Waste”, or “Toxic Substance” under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq.;

(2) An “Extremely Hazardous Waste”, a “Hazardous Waste”, or a “Restricted Hazardous Waste”, under § 25140 or § 44321 of the California Health and Safety Code;

(3) A “Hazardous Material”, “Hazardous Substance”, “Hazardous Waste”, “Toxic Air Contaminant”, or “Medical Waste” under § 25281, 25316, 25501 or 39655 of the California Health and Safety Code;

(4) “Oil” or a “Hazardous Substance” listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product;

(5) Listed or defined as a “Hazardous Waste”, “Extremely Hazardous Waste”, or an “Acutely Hazardous Waste” pursuant to Chapter 11, Division 4.5, of Title 22 of the California Code of Regulations.

(6) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful use;

(7) Any material the presence of which would require remediation pursuant to the guidelines set forth in the latest version of the State of California Leaking Underground Fuel Tank (LUFT) Manual, whether or not the presence of such material resulted from a leaking underground fuel tank;

(8) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.;

(9) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2697;

(10) Any radioactive material including, without limitation, any “source material”, “special nuclear material”, “by-product material”, “low-level waste”, “high-level radioactive waste”, “spent nuclear fuel” or “transuranic waste”, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101 et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code §§ 114960 et seq.;

(11) Industrial process and pollution control wastes, whether or not “hazardous” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(12) Regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., or the California Occupational Safety and Health Act, California Labor Code §§ 6300 et seq.;

(13) Regulated under the Clean Air Act, 42 U.S.C. §§ 7401 et seq., or pursuant to Division 26 of the California Health and Safety Code.

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

## MATTERS FOR MAYOR AND COUNCIL ITEM #:6

### MEMORANDUM

**MEETING DATE:** October 24, 2023  
**TO:** Corcoran City Council  
**FROM:** Greg Gatzka, City Manager  
**SUBJECT:** Matters for Mayor and Council

#### 6-A. Upcoming Events/Meetings

- October 27, 2023 (Friday) Trunk or Treat- 6-8:00 pm, Downtown Whitley Ave.
- November 4, 2023 (Saturday) Corcoran Rotary Wine Tasting-3-6:00 pm, The RAC.
- November 14, 2023 (Tuesday) Council Meeting-5:30 pm, Council Chambers.
- November 23<sup>rd</sup> & 24<sup>th</sup> (Thursday & Friday) City Offices Closed in Observance of Thanksgiving.
- November 28, 2023 (Tuesday) Council Meeting-5:30 pm, Council Chambers.

#### 6-B. City Manager's Report

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

#### 6-D. Committee Reports

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

City Offices



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

| <b>DATE</b><br>Sent to Council/<br>Request made | <b>REQUEST</b>   | <b>STATUS</b> | <b>DEPARTMENT<br/>RESPONSIBLE</b><br>Dept/Division |
|---|--|---------------|--|
| 09/26/23  | Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance. | In progress   | City Manager                                       |
| 09/26/23  | Expansion of diagonal parking along Whitley Ave.   | In progress   | Public Works/Community Development                 |
| 09/26/23  | Council directed Staff to begin preparing a public nuisance ordinance.                                       | In progress   | Community Development/Police Department            |