

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

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

***Tuesday, January 12, 2021
5:30 P.M***

*** IMPORTANT NOTICE ***

The January 12, 2021 city council meeting is being conducted utilizing teleconferencing and electronic means consistent with Governor Newsom's Executive Order N-29-20, regarding the COVID-19 pandemic. The public may participate in the meeting using the following steps:

From a PC, Mac, iPhone or Android device please go to:

Join Zoom Meeting

<https://us02web.zoom.us/j/86840763714?pwd=dGhTN0NXT3pnanRTTmhZOHlQZGFYdz09>

Meeting ID: 868 4076 3714

Passcode: 459884

For dial-in access only:

Dial-in Number: (669) 900 6833

Meeting ID: 868 4076 3714

Passcode: 459884

Members of the public wishing to address the City Council during public comment or during a specific agenda item, please press "Raise Hand" if you are joining via Zoom or press "9" if you are joining by phone. Please state your name and address. Members of the public will be allowed five minutes to address the Council during public comment period or during public hearings.

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

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

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

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

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

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

ROLL CALL

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

1. **PUBLIC DISCUSSION**

2. **CONSENT CALENDAR (VV)**

- 2-A. Approval of minutes of the meeting of the City Council on December 8, 2020.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Authorize the purchase of new Ferric Chloride Tank.
- 2-D. Approve the surplus of firearms and related accessories.

3. **APPROPRIATIONS (VV)** – None

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Approval of the purchase of a Rack Server to replace existing Servers. *(Shortnacy)(VV)*
- 7-B. Review the Community Development Operations Manual. *(Tromborg) (VV)*
- 7-C. Consider Facemask Ordinance During the COVID-19 Pandemic. *(Meik)(VV)*
- 7-D. Consider approval of revised franchise agreement with Tule Trash Company. *(Meik)(VV)*
- 7-E. Consider approval of agreement with West Stoneworks Co. Inc. dba West Memorials for the design, fabrication, and installation of the Veteran's Memorial at Gateway Park. *(Meik)(VV)*

8. **MATTERS FOR MAYOR AND COUNCIL**

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

9. **CLOSED SESSION**

9-A. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

Name of Case: City of Corcoran v. Curtimade Dairy Inc.
Case No. 276661

9-B. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

Name of Case: Curtimade Dairy Inc. vs. City of Corcoran
Case No. 282532

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

- Designated representatives: _____
- Name of employee organization: _Unrepresented Management Employees, CLOCEA, Local 39, Corcoran POA_____
- Position title(s) of unrepresented employee(s): _ City Manager__.

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

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

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on January 8, 2021.


Marlene Spain, City Clerk

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

Tuesday, December 8, 2020

The regular session of the Corcoran City Council was called to order by Mayor Palmerin, via Zoom at 5:30 P.M.

1. ROLL CALL

Councilmembers present by phone: Greg Ojeda, Pat Nolen, Sidonio Palmerin, and Jeanette Zamora-Bragg

Councilmembers absent: Jerry Robertson

Staff present by phone: Joseph Beery, Joseph Faulkner, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy and Marlene Spain

Press present: None

INVOCATION – None

FLAG SALUTE – None

Councilman Robertson joined the Zoom Meeting at 5:32 p.m.

1. 1-A. APPROVAL OF MINUTES

A motion was made by Nolen and seconded by Ojeda to approve of the minutes of the regular meeting on November 10, 2020.

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

NOES:

ABSENT:

1-B. OATH OF OFFICE FOR RECENTLY ELECTED COUNCIL MEMBERS

Oath of office were administered to Patricia Nolen, Greg Ojeda and Jeanette Zamora-Bragg at City Hall prior to tonight's Zoom Council Meeting due COVID-19 restrictions.

COUNCIL REORGANIZATION

- a) Nominations for the office of Mayor were declared open by the City Clerk. Zamora-Bragg nominated Nolen to be Mayor.

There being no other nominations a **motion** was made by Zamora-Bragg seconded by Robertson to close the nominations for Mayor. Motion carried by the following vote:

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

The City Clerk held a roll call vote to appoint Nolen as Mayor. Motion was carried by the following vote:

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

Mayor Nolen took over as chair of the meeting and opened the nominations for Vice-Mayor. Nolen nominated Zamora-Bragg to be the Vice-Mayor. There being no other nominations a **motion** was made by Palmerin and seconded by Ojeda to close nominations. Motion carried by the following votes:

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

The City Clerk held a roll call vote to appoint Zamora-Bragg as the Vice-Mayor. Motion carried by the following vote:

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

1-D. PUBLIC DISCUSSION

Supervisor Richard Valle congratulated the newly elected and re-elected councilmembers.

2. CONSENT CALENDAR

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

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

3. APPROPRIATIONS (VV)

Following Council discussion a **motion** was made by Robertson and seconded by Zamora-Bragg to approve warrant register dated December 8, 2020. . Motion carried by the following vote:

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

- 4. **PRESENTATIONS** – None
- 5. **PUBLIC HEARINGS** – None
- 6. **WRITTEN COMMUNICATIONS** – None
- 7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made Ojeda and seconded by Palmerin to approve the agreement between the County of Kings and City of Corcoran for the FY2018 State Homeland Security Grant Program. Motion carried by the following vote:

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

7-B. Following Council discussion a **motion** was made by Ojeda and seconded by Zamora-Bragg to authorize authorize the purchase of a Radar/Speed Trailer. Motion carried by the following vote:

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

7-C. Following Council discussion a **motion** was made by Ojeda and seconded by Robertson to authorize authorization to Solicit Bids for the Construction of Gateway Park. Motion carried by the following vote:

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

7-D. Following Council discussion a **motion** was made by Robertson and seconded by Zamora-Bragg to approve bids for the rehabilitation of City owned property located at 1630 Brewer Avenue, APN 032-251-021. Motion carried by the following vote:

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

NOES:
ABSENT:

- 7-E. Following Council discussion a **motion** was made by Palmerin and seconded Ojeda to reinstate Dennis Tristao and David Bega to the Corcoran Planning Commission for four-year term. Motion carried by the following vote:

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

Following Council discussion a motion was made by Ojeda seconded by Palmerin to appoint Karen Frey to the Corcoran Planning Commission for a 1 year term. Motion carried by the following vote:

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

8. **MATTERS FOR MAYOR AND COUNCIL**

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

CLOSED SESSION

9. The City Council convened in closed session at 6:35 p.m.
- 9-A. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)**
With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

Property: APN: 034-170-020

Agency negotiator: City Manager

Negotiating parties: _____

Under negotiation: Price/Terms

- 9-B. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)**
With respect to every item of business to be discussed in closed session pursuant to

Government Code Section 54956.8:

Property: APN: 030-172-003
Agency negotiator: City Manager
Negotiating parties: _____
Under negotiation: Price/Terms

9-C. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:

Number of potential cases: One case.

9-D. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

Name of Case: City of Corcoran v. Curtimade Dairy Inc.
Case No. 276661

9-E. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

Name of Case: Curtimade Dairy Inc. vs. City of Corcoran
Case No. 282532

The regular meeting was reconvened at 7:40 p.m. The Mayor reported that there was direction given to the City Manager on Item 9-A and Item 9-B.

ADJOURNMENT 7:42 P.M.

Patricia Nolen, Mayor

Marlene Spain, City Clerk

APPROVED DATE: _____

City of

CORCORAN

FOUNDED 1914

Public Works Department

CONSENT CALENDAR
ITEM #: 2-C

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: January 6, 2021 MEETING DATE: January 12, 2021

SUBJECT: Purchase of New Ferric Chloride Tank

Recommendation:

Through the consent calendar, authorize the purchase of a new ferric chloride tank.

Discussion:

Staff is asking that Council authorize the purchase of a new poly tank for ferric chloride, a chemical that is used in the water treatment process. The current ferric chloride tank has been in use for over 15 years, which is out of its recommended utilization period. Additionally, this tank has been stained with an overflow event from ten years ago, when a chemical delivery driver accidentally put too much ferric chloride into the tank. The tank does not have much shelf life left, as the fittings around the tank have warped. It is just a matter of time before a significant ferric chloride spill occurs and costs ensue.

The new poly tank that Staff is seeking to purchase would reset the 20-year recommendation period and prevent a major spill from occurring. The tank comes equipped with a “flexijoint”, which prevents the tank’s fittings from warping and a major ferric chloride leak from occurring.

Budget impact:

This Project’s total cost is \$24,811.09, including taxes and freight, from the 2020-21 Water Treatment Plant Upgrades budget.

City of

CORCORAN

Police Department

FOUNDED 1914

January 6, 2021

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

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Surplus Equipment

Recommendations: (VV)

That council approves the surplus of the attached equipment (firearms and related accessories).

Discussion:

At a recent meeting Council was presented with a request to purchase new duty firearms for the police officers. With Council approval those firearms have been purchased and officers have trained / transitioned to them. With the surplus of these firearms they will be bought back by the manufacturer and/or sold at a greater than manufacturer buyback value to officers.

Budget:

There is no negative impact on the budget. The buyback / sale of the firearms will offset the cost of the recent purchase significantly.

**STAFF REPORT
ITEM #: 3**

MEMORANDUM

TO: City Council

FROM: Soledad Ruiz-Nunez, Finance Director

DATE: January 12, 2021

MEETING DATE: January 12, 2021

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 2020/2021 Budget and may include items which will be addressed through Budget Amendments.

Attachments:

- Warrant Register #1 for warrant request date: 12/21/2020 FY21
- Warrant Register #2 for warrant request date: 12/22/2020 FY21
- Warrant Register #3 for warrant request date: 12/22/2020 FY21
- Warrant Register #4 for warrant request date: 12/29/2020 FY21
- Warrant Register #5 for warrant request date: 01/07/2021 FY21

#1



Accounts Payable

Blanket Voucher Approval Document

User: snunez
Printed: 12/21/2020 - 11:40AM
Warrant Request Date: 12/21/2020
DAC Fund:

Batch: 00512.12.2020 - UB Refunds 12.21.20

Line	Claimant	Voucher No.	Amount
1	ANDRADE,ARMANDO	000086739	1.00
2	ALVARADO GRADILLA,CARLOS	000086737	106.13
3	PESTORICH HOLDINGS LLC	000086755	95.55
4	MARTINEZ,BERNARDO	000086749	0.44
5	MORENO,ROSE	000086751	60.47
6	REYES,AMPARO	000086757	100.00
7	EYNON MANAGEMENT	000086744	352.62
8	SANDOVAL NORIEGA,EDWIN	000086759	104.59
9	CORDOVA,ENOC	000086742	3.38
10	WOLFE CAPITAL INVESTMENTS, LLC	000086764	47.64
11	PAVEMENT COATINGS CO.	000086754	16.43
12	DURAN RENTERIA,VALERIE	000086743	14.43
13	ZANABRIA GARCIA,MIRIAM	000086765	19.64
14	SMITH,KELLY	000086760	90.69
15	STRATUS PROPERTY MANANGEMENT	000086761	0.43
16	THE REAL ESTATE CONNECTION	000086762	33.00
17	GRIER,JOSEPH	000086747	100.17
18	BANDERAS,URBANO	000086740	98.31
19	FOSTER JR,JIMMY	000086745	94.93
20	ROQUE,ANTONIO	000086758	1.87
21	MICHAM INC	000086750	229.74
22	ALVAREZ,THOMAS	000086738	0.31
23	CALIFORNIA HOME BUYERS	000086741	7.42
24	RAYA DE MATURINO,MA. CARMEN	000086756	0.20
25	LOPEZ VILLALPANDO,MIGUEL	000086748	78.03
26	MURILLO,CAROLE	000086752	7.76
27	NAVARRO,JASMINE	000086753	0.45
28	GONZALES,DAVID	000086746	52.73
29	UGWU,CHARLES	000086763	162.82

Page Total: \$1,881.18

Grand Total: \$1,881.18

#2

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 12/21/2020 - 4:04PM
Warrant Request Date: 12/22/2020
DAC Fund:

Batch: 00513.12.2020 - Wrnt Rgstr 12/22/20 FY21

Line	Claimant	Amount
1	Caves & Associates	525.00

Page Total: \$525.00

Grand Total: \$525.00

Page Total: \$525.00

Accounts Payable Voucher Approval List

User: spinedia
 Printed: 12/21/2020 - 4:04PM
 Batch: 00513.12.2020 - Wmt Rgstr 12/22/20 FY21



Warrant Date	Vendor	Description	Account Number	Amount
12/22/2020	Caves & Associates	Negotiations Nov 2020	104-402-300-200	525.00

Warrant Total: 525.00



Accounts Payable

Blanket Voucher Approval Document

User: spineda
Printed: 12/15/2020 - 10:58AM
Warrant Request Date: 12/22/2020
DAC Fund:

Batch: 00502.12.2020 - Wrnt Rgstr 12/22/20 FY21

Line	Claimant	Amount
1	A & M Consulting Engineers	5,037.45
2	American Cancer Society	352.00
3	American Office Solutions, LLC	180.04
4	AT&T Mobility	41.46
5	Az Auto Parts	157.30
6	Badger Meter	1,666.58
7	BC Laboratories, Inc	1,006.25
8	Best Deal Food Co Inc.	39.07
9	Business Card- Bank of America Credit Cards	15,773.87
10	C. A. Reding Company, Inc	49.72
11	California TD Specialists	2,008.56
12	Caves & Associates	525.00
13	Central Valley Lawn Care	350.00
14	Central Valley Sweeping LLC	5,600.00
15	City of Corcoran	30.00
16	City of Corcoran	240.11
17	Corcoran Publishing Company	72.00
18	Corona Environmental Consulting	1,165.00
19	Critical Reach, Inc.	100.00
20	Daniel Modesto	150.00
21	David Arredondo	150.00
22	Dept of Justice	226.00
23	El Rico GSA	17,500.00
24	Felder Communications	779.50
25	Frontier Communications	121.91
26	Frontier Communications	71.59
27	Frontier Communications	289.37
28	Frontier Communications	352.96
29	Frontier Communications	888.18
30	Frontier Communications	46.25
31	Frontier Communications	258.92
32	Gary V. Burrows Inc.	1,685.00
33	GMS, Inc.	2,508.00
34	Hach Company	206.80
35	Hanford Veterinary Hospital	181.36
36	Hydraulic Controls Inc.	57.00
37	Jones Electric	1,159.20
38	Joseph Price	57.50
39	Julie Romero	250.00
40	Kings Waste & Recycling	9,656.40
41	KRC Safety Co. Inc.	962.38
42	Matson Alarm Co. Inc.	120.50
43	Matt Chavez	150.00
44	Miguel Meneses	440.00
45	Nacho's Automotive	49.75
46	Navia Benefit Solutions	110.00

47	Nolan's Plumbing	7,750.00
48	Oliver Whitaker Co.	88.20
49	PG&E	9.56
50	PG&E	9.53
51	PG&E	35.72
52	PG&E	2,256.66
53	PG&E	14.94
54	PG&E	987.25
55	PG&E	145.50
56	PG&E	94,043.56
57	Price, Paige & Company	18,000.00
58	Quality Pool Service	1,939.21
59	Radius Tire Co.	26.65
60	Revize LLC	4,250.00
61	Robert Peraz	150.00
62	Sawtelle & Rosprim Hardware, Inc.	151.25
63	Simon & Hower, Inc.	3,750.00
64	Simplot Grower Solutions	287.50
65	Springbrook Holding Company LLC	1,566.00
66	State Water Res Control Board	23,210.00
67	SyTech, Inc.	1,250.00
68	Telstar Instruments	1,127.00
69	Terminix	64.00
70	The Diesel Doctor	2,641.91
71	The Gas Company	17.50
72	The Gas Company	165.79
73	The Gas Company	33.30
74	The Gas Company	7.86
75	The Gas Company	215.99
76	The Gas Company	463.14
77	The Gas Company	229.22
78	The Gas Company	16.27
79	The Gas Company	17.48
80	The Gas Company	426.16
81	Tires 4 Less	15.00
82	Trans Union LLC	45.00
83	TSA Consulting Group, Inc.	50.00
84	Tule Trash Company	2,898.25
85	Tule Trash Company	128,270.14
86	Turnupseed Electric Svc Inc	214.24
87	U.S. Bank PARS Account#6746050100,Los Angeles LockBox	52,025.00
88	UNIFIRST Corporation	1,768.41
89	unWired Broadband	199.95
90	USA Blue Book	2,036.06
91	Valley Pump & Dairy Systems, Inc.	3,519.78
92	Verizon Wireless	418.11

Page Total: \$356,807.09

Grand Total: \$429,630.07

Page Total: \$356,807.09

Accounts Payable Voucher Approval List

User: spineda
 Printed: 12/15/2020 - 10:59AM
 Batch: 00502.12.2020 - Wmt Rgstr 12/22/20 FY21



Warrant Date	Vendor	Description	Account Number	Amount
12/22/2020	A & M Consulting Engineers	SUPERWAY BACK CHECK REVISIONS	104-406-300-200	620.00
12/22/2020	A & M Consulting Engineers	DDA BUTTONWILLOW	104-406-300-200	205.15
12/22/2020	A & M Consulting Engineers	MCMILLIAN MAP TPM 19-02 REVIEW	104-406-300-200	560.00
12/22/2020	A & M Consulting Engineers	SUPERWAY MEETING & REVIEW	104-406-300-200	465.00
12/22/2020	A & M Consulting Engineers	TPM 20-02	104-406-300-200	387.50
12/22/2020	A & M Consulting Engineers	TPM 20-02	104-406-300-200	387.50
12/22/2020	A & M Consulting Engineers	MCMILLIAN MAP TPM 19-02 REVIEW	104-406-300-200	140.00
12/22/2020	A & M Consulting Engineers	CONCEP SD REVIEW	104-406-300-200	232.50
12/22/2020	A & M Consulting Engineers	SUPERWAY COMMENTS	104-406-300-200	128.65
12/22/2020	A & M Consulting Engineers	SUPERWAY BACK CHECK REVISIONS	104-406-300-200	155.00
12/22/2020	A & M Consulting Engineers	SUPERWAY BACK CHECK	104-406-300-200	155.00
12/22/2020	A & M Consulting Engineers	LLA 920 VAN DORSTEN	104-406-300-200	232.50
12/22/2020	A & M Consulting Engineers	TRACK 880 INSPECTIONS TM	104-406-300-200	232.50
12/22/2020	A & M Consulting Engineers	OFF SITE O'REILLY	104-406-300-200	387.50
12/22/2020	A & M Consulting Engineers	FOX RUN 1 TSDM 880	104-406-300-200	155.00
12/22/2020	A & M Consulting Engineers	GRADING PERMIT APP REVIEW	104-406-300-200	155.00
12/22/2020	A & M Consulting Engineers	GRADING PERMIT APP REVIEW	104-406-300-200	155.00
12/22/2020	A & M Consulting Engineers	GRADING QUESTIONAIRE	104-406-300-200	283.65
12/22/2020	American Cancer Society	BREAST CANCER PATCH SALES DONATION	104-421-300-210	352.00
12/22/2020	American Office Solutions, LLC	PD SVC ROOM.FAN	104-421-300-180	180.04
12/22/2020	AT&T Mobility	INV#834605440X12012020--WWTP DUTY MAN CELL	120-435-300-220	41.46
12/22/2020	Az Auto Parts	WTP AIR COMB, SOCKET, COUPLER	105-437-300-210	65.72
12/22/2020	Az Auto Parts	WTP LIFT SUPPORT	105-437-300-210	42.89
12/22/2020	Az Auto Parts	WTP LIFT UTILITY V BELT	105-437-300-210	12.75
12/22/2020	Az Auto Parts	WTP SAFETY GLASSES	105-437-300-210	9.61
12/22/2020	Az Auto Parts	WTP -GLOVES DUE TO COVID 19	105-437-300-216	26.33
12/22/2020	Badger Meter	WTP SUPPLIES	105-437-300-210	1,626.60
12/22/2020	Badger Meter	3" REGISTER FOR STOCK	105-437-300-210	39.98
12/22/2020	BC Laboratories, Inc	WWTP GROUNDWATER SAMPLING PO 24285	120-435-300-200	1,006.25
12/22/2020	Best Deal Food Co Inc.	WWTP SUPPLIES	120-435-300-210	39.07
12/22/2020	Business Card- Bank of America Credit Cards	STAPLES -OFFICE SUPPLIES	120-435-300-210	41.84
12/22/2020	Business Card- Bank of America Credit Cards	STAPLES -OFFICE SUPPLIES	104-431-300-210	76.04
12/22/2020	Business Card- Bank of America Credit Cards	WWTP TIME DELAY RELAY	120-435-300-210	380.19

12/22/2020	Business Card- Bank of America Credit Cards ELITE AUTO UNIT 201	104-433-300-200	151.50
12/22/2020	Business Card- Bank of America Credit Cards AMAZON LIGHTS GOV BLDGS	104-432-300-210	388.80
12/22/2020	Business Card- Bank of America Credit Cards HARBOR FREIGHT SUPPLIES	104-431-300-210	201.52
12/22/2020	Business Card- Bank of America Credit Cards MARISCOS EL CAPITAN	104-431-300-200	76.66
12/22/2020	Business Card- Bank of America Credit Cards AMAZON -SUPPLIES	105-437-300-200	99.76
12/22/2020	Business Card- Bank of America Credit Cards AMAZON -SUPPLIES	105-437-300-210	38.88
12/22/2020	Business Card- Bank of America Credit Cards STAPLES -OFFICE SUPPLIES	104-431-300-210	41.85
12/22/2020	Business Card- Bank of America Credit Cards STAPLES -OFFICE SUPPLIES	105-437-300-210	41.84
12/22/2020	Business Card- Bank of America Credit Cards STAPLES-OFFICE SUPPLIES	120-435-300-210	41.84
12/22/2020	Business Card- Bank of America Credit Cards SS SHIRTS HATS	104-431-300-210	76.04
12/22/2020	Business Card- Bank of America Credit Cards SS SHIRTS HATS	120-435-300-210	76.04
12/22/2020	Business Card- Bank of America Credit Cards SS SHIRTS HATS	105-437-300-210	76.04
12/22/2020	Business Card- Bank of America Credit Cards SS SHIRTS HATS	109-434-300-210	76.04
12/22/2020	Business Card- Bank of America Credit Cards S&S	104-433-300-210	76.06
12/22/2020	Business Card- Bank of America Credit Cards AMAZON UNIT 276	105-437-300-140	176.65
12/22/2020	Business Card- Bank of America Credit Cards AMAZON UNIT 276	104-433-300-216	224.84
12/22/2020	Business Card- Bank of America Credit Cards AMAZON UNIT 276	104-433-300-216	114.72
12/22/2020	Business Card- Bank of America Credit Cards WALMART	104-433-300-216	57.36
12/22/2020	Business Card- Bank of America Credit Cards AMAZON	105-437-300-210	16.20
12/22/2020	Business Card- Bank of America Credit Cards AMAZON	120-435-300-210	26.47
12/22/2020	Business Card- Bank of America Credit Cards ADOBE ACROBAT	104-431-300-200	12.99
12/22/2020	Business Card- Bank of America Credit Cards HARBOR FREIGHT SUPPLY	105-437-300-210	57.34
12/22/2020	Business Card- Bank of America Credit Cards ICC MEMBERSHIP -KT	104-406-300-170	145.00
12/22/2020	Business Card- Bank of America Credit Cards TERMITTE REPORT 1914 ESTES	314-606-300-200	75.00
12/22/2020	Business Card- Bank of America Credit Cards PRINTER -JL	104-406-300-210	464.28
12/22/2020	Business Card- Bank of America Credit Cards PTMISEA FUND-MULTIMEDIA PROJECTOR	145-410-300-210	594.29
12/22/2020	Business Card- Bank of America Credit Cards PTMISEA FUND-MULTIMEDIA PROJECTOR-WARRANTY	145-410-300-210	79.99
12/22/2020	Business Card- Bank of America Credit Cards VARIOUS BOOKS/REFERENCE MATERIALS FOR BUILDING	104-406-300-170	543.34
12/22/2020	Business Card- Bank of America Credit Cards OFFICES SUPPLIES	104-402-300-210	53.04
12/22/2020	Business Card- Bank of America Credit Cards LIEBERT CASSIDY WEBINAR RECORDER OFFICE FOR NOTAR	104-402-300-170	149.00
12/22/2020	Business Card- Bank of America Credit Cards ZALANDO /FRAUD/REFUND	104-421-300-210	-59.91
12/22/2020	Business Card- Bank of America Credit Cards INTL CHARGE /FRAUD/REFUND	104-421-300-210	-1.80
12/22/2020	Business Card- Bank of America Credit Cards ZALANDO CHARGE /FRAUD/REFUND	104-421-300-210	-60.88
12/22/2020	Business Card- Bank of America Credit Cards INTL CHARGE /FRAUD/REFUND	104-421-300-210	-1.83
12/22/2020	Business Card- Bank of America Credit Cards ZALANDO CHARGE /FRAUD/REFUND	104-421-300-210	60.88
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPL	104-421-300-150	44.10
12/22/2020	Business Card- Bank of America Credit Cards ARROWHEAD EVIDENCE SUPPLS	104-421-300-210	187.50
12/22/2020	Business Card- Bank of America Credit Cards ARROWHEAD EVIDENCE SUPPLS	104-421-300-210	171.09
12/22/2020	Business Card- Bank of America Credit Cards OFFICE DEPOT- EVIDENCE SUPPLS	104-421-300-210	83.79
12/22/2020	Business Card- Bank of America Credit Cards LOGEMIN ONLINE MEETING	104-421-300-216	16.00
12/22/2020	Business Card- Bank of America Credit Cards SIGSAUER -TRAINING T AUGUSTUS	104-421-300-270	650.00
12/22/2020	Business Card- Bank of America Credit Cards AMAZON PRIME MEMBERSHIP	104-421-300-210	14.06
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPL	104-421-300-150	58.87

12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPL	104-421-300-150	23.76
12/22/2020	Business Card- Bank of America Credit Cards FIXITSTICKS/ARMORY SUPPLIES	104-421-300-210	108.00
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPLS	104-421-300-150	27.05
12/22/2020	Business Card- Bank of America Credit Cards KIMTURNER/PAYPAL/TRAINING COELHO, FUENTES	104-421-300-270	250.00
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	41.14
12/22/2020	Business Card- Bank of America Credit Cards ZALANDO/FRAUD	104-421-300-210	59.91
12/22/2020	Business Card- Bank of America Credit Cards ZALANDO/FRAUD	104-421-300-210	1.80
12/22/2020	Business Card- Bank of America Credit Cards ULINE EVIDENCE SUPPLIES	104-421-300-210	720.14
12/22/2020	Business Card- Bank of America Credit Cards MICHAELS PD SUPPLIES	104-421-300-210	174.21
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	43.26
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	35.69
12/22/2020	Business Card- Bank of America Credit Cards WALGREENS- PD CARDS	104-421-300-210	79.90
12/22/2020	Business Card- Bank of America Credit Cards CREATIVE COVERS PD SUPPLIES	104-421-300-210	444.00
12/22/2020	Business Card- Bank of America Credit Cards PAY PAL PD TRAINING SUPPLIES	104-421-300-210	717.62
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	7.57
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	38.42
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	9.69
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	13.64
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	14.12
12/22/2020	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	104-421-300-150	78.41
12/22/2020	Business Card- Bank of America Credit Cards AMAZON DISINFECTING SUPPLIES	104-421-300-216	25.30
12/22/2020	Business Card- Bank of America Credit Cards COMCAST ACCT#41872	104-432-300-220	291.09
12/22/2020	Business Card- Bank of America Credit Cards COMCAST ACCT#0566	104-421-300-220	1,178.79
12/22/2020	Business Card- Bank of America Credit Cards COMCAST ACCT#7740	104-421-300-220	4,936.96
12/22/2020	Business Card- Bank of America Credit Cards COMCAST ACCT#77130	120-435-300-220	505.13
12/22/2020	Business Card- Bank of America Credit Cards EARTHLINK	104-401-300-157	34.95
12/22/2020	C. A. Reding Company, Inc	145-410-300-180	49.72
12/22/2020	California TD Specialists	314-606-300-200	2,008.56
12/22/2020	Caves & Associates	104-402-300-200	525.00
12/22/2020	Central Valley Lawn Care	111-602-300-202	350.00
12/22/2020	Central Valley Sweeping LLC	112-438-300-200	1,866.50
12/22/2020	Central Valley Sweeping LLC	109-434-300-200	1,866.50
12/22/2020	Central Valley Sweeping LLC	121-439-300-200	1,867.00
12/22/2020	City of Corcoran	301-430-300-316	89.38
12/22/2020	City of Corcoran	301-430-300-316	93.18
12/22/2020	City of Corcoran	301-430-300-316	57.55
12/22/2020	City of Corcoran	PRE EMPLOY PHYSICAL @ DR BHASKARS OFFICE REIMB COP/104-405-300-200	30.00
12/22/2020	Corcoran Publishing Company	104-421-300-156	72.00
12/22/2020	Corona Environmental Consulting	105-437-500-551	1,165.00
12/22/2020	Critical Reach, Inc.	104-421-300-200	100.00
12/22/2020	Daniel Modesto	120-435-200-125	150.00
12/22/2020	David Arredondo	105-437-200-125	150.00
12/22/2020	Dept of Justice	104-421-300-148	226.00
	WWTP UPGRADES PH ADJ CONSULTING		
	AFBNET ANNUAL		
	UNIFORM-BOOTS REIMB 20/21		
	UNIFORM-BOOTS REIMB 20/21		
	LIVE SCAN FEE NOV 2020		
	NIXLE AD 11/5/20 & 11/19/20		
	NEGOTIATIONS DEC 2020		
	LANDSCAPE SVC NOV 2020 PHEASANT RIDGE		
	STREET SWEEPING NOV 2020		
	STREET SWEEPING NOV 2020		
	STREET SWEEPING NOV 2020		
	CITY SVC 2410 BELL		
	CITY SVC 1630 BREWER		
	CITY SVC 1914 ESTES		
	DEPOT COPIER NOV 2020		
	FORECLOSURE FEE 1234 NORBOE		

12/22/2020	Ei Rico GSA	1ST QUARTER ASSESSMENT 20/21	105-437-300-200	8,750.00
12/22/2020	Ei Rico GSA	2ND QUARTER ASSESSMENT 20/21	105-437-300-200	8,750.00
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	145-410-300-141	51.50
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	104-412-300-141	34.00
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	104-421-300-141	490.00
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	104-431-300-141	42.50
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	109-434-300-141	51.00
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	120-435-300-141	34.00
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	105-437-300-141	59.50
12/22/2020	Felder Communications	RADIO MAINT & REPAIR	121-439-300-141	17.00
12/22/2020	Frontier Communications	ACCT#559992286801122995	104-432-320-220	71.59
12/22/2020	Frontier Communications	ACCT#55999222430604085	104-432-300-220	352.96
12/22/2020	Frontier Communications	ACCT#55999212160621185	145-410-300-220	888.18
12/22/2020	Frontier Communications	ACCT#20914815380301985	136-415-300-220	46.25
12/22/2020	Frontier Communications	ACCT#55999214080910985	104-432-300-220	121.91
12/22/2020	Frontier Communications	ACCT#55999241850629065	105-437-300-220	258.92
12/22/2020	Frontier Communications	ACCT#5599921020073119-5	104-421-300-220	289.37
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	145-410-300-250	92.51
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	104-412-300-250	86.03
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	104-421-300-250	668.04
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	104-431-300-250	53.35
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	104-433-300-250	150.02
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	109-434-300-250	40.72
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	120-435-300-250	463.31
12/22/2020	Gary V. Burrows Inc.	FUEL STATEMENT	105-437-300-250	131.02
12/22/2020	GMS, Inc.	ANNUAL LIC, WARRANTY, SVC, & SUPPORT	178-441-300-200	2,508.00
12/22/2020	Hach Company	REAGENTS FOR WTP	105-437-300-210	206.80
12/22/2020	Hanford Veterinary Hospital	K9 VET VISIT	104-421-300-217	181.36
12/22/2020	Hydraulic Controls Inc.	HYD HOSE FOR UNIT 214	105-437-300-140	57.00
12/22/2020	Jones Electric	MEASURE A : LIGHTS AT CHRISTMAS TREE PARK	138-419-300-206	889.20
12/22/2020	Jones Electric	BREAKROOM LIGHTS RAO	104-432-300-200	90.00
12/22/2020	Jones Electric	MEASURE A : REPAIR OF DOWNTOWN CHRISTMAS LIGHTS	138-419-300-206	180.00
12/22/2020	Joseph Price	CANCELLATION OF PERMIT 2010-248	104-000-350-066	57.50
12/22/2020	Julie Romero	REFUND VETS HALL DEPOSIT 11/14/20 CANCELLED DUE TO COVID	104-000-362-085	200.00
12/22/2020	Julie Romero	REFUND VETS HALL APP 11/14/20 CANCELLED DUE TO COVID	104-000-362-085	50.00
12/22/2020	Kings Waste & Recycling	GREEN WASTE 163.13 UNITS/TONS	112-436-300-192	6,525.20
12/22/2020	Kings Waste & Recycling	BLUE CANS 71.49 UNITS/TONS	112-436-300-192	2,859.60
12/22/2020	Kings Waste & Recycling	MISS COMM 6.79 UNITS/TONS	112-436-300-192	271.60
12/22/2020	KRC Safety Co. Inc.	SUPPLIES	109-434-300-214	712.30
12/22/2020	KRC Safety Co. Inc.	SUPER BUDDY CHANNELIZER FOR DELINEATORS OTIS/ORAJ	109-434-300-214	250.08
12/22/2020	Matson Alarm Co. Inc.	RAO ALARM SYSTEM MONITORING & SVC	104-432-300-200	120.50
12/22/2020	Matt Chavez	UNIFORM: BOOTS REIMB 20/21	120-435-200-125	150.00
12/22/2020	Miguel Meneses	YARD SVC APPERSON	111-601-300-202	120.00

12/22/2020	Miguel Meneses	YARD SVC SUNRISE & VILLA	111-604-300-202	200.00
12/22/2020	Miguel Meneses	YARD SVC 6 1/2 & ORANGE	111-601-300-202	120.00
12/22/2020	Nacho's Automotive	SMOG UNIT 148	109-434-300-260	49.75
12/22/2020	Navia Benefit Solutions	COBRA ADMIN NOV 2020	104-402-300-200	110.00
12/22/2020	Nolan's Plumbing	WATER SYS IMPROV ROAD PATCHING FOR INFASTRUC IMP	105-437-500-550	7,750.00
12/22/2020	Oliver Whittaker Co.	HYDRALIC HOSE UNIT 211	105-437-300-140	88.20
12/22/2020	PG&E	ACCT#994970007569	111-601-300-240	9.52
12/22/2020	PG&E	ACCT#994970007569	145-410-300-240	835.32
12/22/2020	PG&E	ACCT#994970007569	138-419-300-206	3,229.35
12/22/2020	PG&E	ACCT#994970007569	104-412-300-240	710.62
12/22/2020	PG&E	ACCT#994970007569	104-432-300-240	4,904.07
12/22/2020	PG&E	ACCT#994970007569	104-432-320-240	224.69
12/22/2020	PG&E	ACCT#994970007569	109-434-300-240	365.30
12/22/2020	PG&E	ACCT#994970007569	120-435-300-240	20,937.00
12/22/2020	PG&E	ACCT#994970007569	121-439-300-240	575.39
12/22/2020	PG&E	ACCT#994970007569	105-437-300-240	62,252.30
12/22/2020	PG&E	ACCT#8670734283-7	301-430-300-316	35.72
12/22/2020	PG&E	ACCT#94172356415	301-430-300-316	9.56
12/22/2020	PG&E	ACCT#277783766-0	105-437-300-240	145.50
12/22/2020	PG&E	ACCT#47341957828	301-430-300-316	14.94
12/22/2020	PG&E	ACCT#84659647279	301-430-300-316	9.53
12/22/2020	PG&E	ACCT#02640094583	120-435-300-240	987.25
12/22/2020	PG&E	ACCT#13015938064	104-432-300-240	2,256.66
12/22/2020	Price, Paige & Company	CONSULTANT WORK	104-405-300-200	18,000.00
12/22/2020	Quality Pool Service	CREDIT MONTHLY SVC	138-419-300-206	-4.84
12/22/2020	Quality Pool Service	MONTHLY SVC NOV 2020	138-419-300-206	850.00
12/22/2020	Quality Pool Service	BULK CHLORINE	138-419-300-206	1,094.05
12/22/2020	Radius Tire Co.	TIRE FOR UNIT 234	104-433-300-260	26.65
12/22/2020	Revize LLC	NEW CITY WEBSITE BY REVIZE ANNUAL FEE & TECH SUPPC	104-401-300-157	4,250.00
12/22/2020	Robert Perez	UNIFORM BOOTS REIMB.	105-437-200-125	150.00
12/22/2020	Sawteille & Rosprim Hardware, Inc.	WATER TREATMENT IMPROV CARDOSO VALVE PROJECT	105-437-500-550	92.88
12/22/2020	Sawteille & Rosprim Hardware, Inc.	WTP REPAIR	105-437-300-140	12.34
12/22/2020	Sawteille & Rosprim Hardware, Inc.	WTP SUPPLIES DUE TO COVID19	105-437-300-216	26.71
12/22/2020	Sawteille & Rosprim Hardware, Inc.	SUPPLIES	105-437-300-210	19.32
12/22/2020	Simon & Hower, Inc.	APPLS- BROKAW/OTIS AVE & 16.77 ACR E OF PICKERELL N	104-406-300-200	3,750.00
12/22/2020	Simplet Grower Solutions	PISTACHIO FARMING TESTING SOIL	139-450-300-200	287.50
12/22/2020	Springbrook Holding Company LLC	NOV 2020 ONLINE PAYMENT	105-437-300-200	783.00
12/22/2020	Springbrook Holding Company LLC	NOV 2020 ONLINE PAYMENT	112-438-300-200	391.50
12/22/2020	Springbrook Holding Company LLC	NOV 2020 ONLINE PAYMENT	120-435-300-200	234.90
12/22/2020	Springbrook Holding Company LLC	NOV 2020 ONLINE PAYMENT	121-439-300-200	156.60
12/22/2020	State Water Res Control Board	STORM DRAIN ANNUAL PERMIT FEES 20/21	120-435-300-160	2,848.00
12/22/2020	State Water Res Control Board	WWTF PLANT ANNUAL PERMIT FEES 20/21	120-435-300-160	20,362.00
12/22/2020	SyTech, Inc.	EXCEL REPORTER SUPPORT	105-437-300-200	1,250.00

12/22/2020	Telstar Instruments	CALBRATED METERS AT WWTP	120-435-300-200	1,127.00
12/22/2020	Terminix	PEST CONTROL 2410 BELL DEC 2020	313-605-300-200	64.00
12/22/2020	The Diesel Doctor	GEN REPAIRS @ STATION 2	105-437-300-140	2,641.91
12/22/2020	The Gas Company	ACCT#00888349024	145-410-300-242	165.79
12/22/2020	The Gas Company	ACCT#05463252576	104-432-300-242	215.99
12/22/2020	The Gas Company	ACCT#3129529388	301-430-300-316	7.86
12/22/2020	The Gas Company	ACCT#00891595001	104-432-300-242	463.14
12/22/2020	The Gas Company	ACCT#12602978541	104-432-300-242	16.27
12/22/2020	The Gas Company	ACCT#15829731015	104-432-300-242	426.16
12/22/2020	The Gas Company	ACCT#06301527005	120-435-300-242	17.48
12/22/2020	The Gas Company	ACCT#06981596833	104-432-320-242	17.50
12/22/2020	The Gas Company	ACCT#20001594009	104-432-300-242	33.30
12/22/2020	The Gas Company	ACCT#11971525008	104-432-300-242	229.22
12/22/2020	Tires 4 Less	TIRE REPAIR UNIT 154	120-435-300-260	15.00
12/22/2020	Trans Union LLC	PROF SVC BACKGROUNND	104-421-300-200	45.00
12/22/2020	TSA Consulting Group, Inc.	NOV 2020 SVCS FEE FOR 401 A PLAN ADMIN	104-405-300-200	50.00
12/22/2020	Tule Trash Company	DUMP FEE	112-438-300-192	458.20
12/22/2020	Tule Trash Company	PULL FEE	112-438-300-200	1,031.00
12/22/2020	Tule Trash Company	DUMP FEE PRISON 1	112-438-300-192	41.60
12/22/2020	Tule Trash Company	PULL FEE PRISON 1	112-438-300-200	777.00
12/22/2020	Tule Trash Company	DUMP FEE PRISON 2	112-438-300-192	73.45
12/22/2020	Tule Trash Company	PULL FEE PRISON 2	112-438-300-200	517.00
12/22/2020	Tule Trash Company	CONTRACT	112-436-300-200	144,151.86
12/22/2020	Tule Trash Company	FRANCHISE FEE 705%	104-000-316-024	-13,982.31
12/22/2020	Tule Trash Company	FRANCHISE FEE NOV 2020	112-436-316-023	-1,899.41
12/22/2020	Turnpseed Electric Svc Inc	RAC SEWER STATION	120-435-300-200	214.24
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	105-437-200-122	20,309.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	109-434-200-122	3,367.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	110-434-200-122	727.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	112-438-200-122	1,362.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	120-435-200-122	3,665.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	121-439-200-122	2,834.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	145-410-200-122	15,103.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	275-549-200-122	2,455.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	301-430-200-122	628.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	177-448-200-122	628.00
12/22/2020	Los Angeles LockBox#511649 U.S. Bank	PARPARS INVESTMENT FOR UNFUNDED PERS	178-441-200-122	947.00
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X6	105-437-200-125	207.83
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	93.50
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	23.37
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	116.06
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	29.02
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	104-412-200-125	75.49

12/22/2020	UNIFIRST Corporation	UNIFORMS COST X3	109-434-200-125	75.49
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	104-412-200-125	72.05
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X3	109-434-200-125	72.05
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	104-433-200-125	37.05
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	105-437-200-125	28.43
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	29.63
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	7.41
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	109-434-200-125	47.55
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	104-433-200-125	48.10
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X1	105-437-200-125	163.30
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	38.48
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	9.62
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X3	145-410-200-125	129.67
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X3	145-410-200-125	97.56
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X2	104-433-200-125	105.11
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X2	104-433-200-125	84.47
12/22/2020	UNIFIRST Corporation	UNIFORMS COST X6	105-437-200-125	177.17
12/22/2020	unWired Broadband	INTERNET SVC WTP	105-437-300-220	199.95
12/22/2020	USA Blue Book	CHEMICAL PUMPS REBUILD PRESSURE GUAGES	105-437-300-140	470.36
12/22/2020	USA Blue Book	CHEMICAL PUMPS REBUILD	105-437-300-140	364.53
12/22/2020	USA Blue Book	CHEMICALS PUMPS REBUILD	105-437-300-140	351.96
12/22/2020	USA Blue Book	CHEMICALS PUMPS REBUILD	105-437-300-140	849.21
12/22/2020	Valley Pump & Dairy Systems, Inc.	WELL 4B REPAIR	105-437-300-140	3,519.78
12/22/2020	Verizon Wireless	DATA SVC OCT 27 TO NOV 26 2020 ACCT642052930-0001	104-421-300-221	418.11

Warrant Total:

429,630.07

#4

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 12/29/2020 - 11:41AM
Warrant Request Date: 12/29/2020
DAC Fund:

Batch: 00522.12.2020 - Wrmt Rgstr 01/12/20 FY21

Line	Claimant	Amount
1	Cannon Financial Services, Inc.	235.24
2	Centro Print Solutions	167.60
3	City of Corcoran	240.11
4	Corcoran Publishing Company	300.00
5	CSJVRMA	47,539.00
6	Farley Law Firm	5,344.24
7	Frontier Communications	55.28
8	Galindo Farms Discing	405.00
9	Kings County Clerk	40.00
10	PG&E	27.42
11	PG&E	483.45
12	PG&E	4,943.11
13	Richard's Chevrolet	32,478.34
14	The Gas Company	11.20
15	The Gas Company	14.79
16	The Printer	127.45
Page Total:		\$92,412.23
Grand Total:		\$92,412.23

Page Total: \$92,412.23

Accounts Payable Voucher Approval List



User: spineda
 Printed: 12/29/2020 - 11:42AM
 Batch: 00522.12.2020 - Wrmr Rgstr 01/12/20 FY21

Warrant Date	Vendor	Description	Account Number	Amount
12/29/2020	Cannon Financial Services, Inc.	CONTRACT & INS CHARGE & USAGE 1/10/21	104-432-300-180	235.24
12/29/2020	Centro Print Solutions	LASER 1099 FORMS & W-2'S W/ENVELOPES	104-405-300-155	167.60
12/29/2020	City of Corcoran	CITY SVC 2410 BELL	301-430-300-316	89.38
12/29/2020	City of Corcoran	CITY SVC 1630 BREWER	301-430-300-316	93.18
12/29/2020	City of Corcoran	CITY SVC 1914 ESTES	301-430-300-316	57.55
12/29/2020	Corcoran Publishing Company	PHN RE LOT LINE ADJ -ZONE TEXT CHANGE 920 VAN DORST	104-406-300-156	300.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-401-300-130	700.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-402-300-130	629.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-405-300-130	600.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-406-300-130	450.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-411-300-130	900.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-421-300-130	10,000.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-431-300-130	500.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-432-300-130	600.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	104-433-300-130	750.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	109-434-300-130	1,200.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	112-438-300-130	450.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	120-435-300-130	1,300.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	121-439-300-130	424.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	105-437-300-130	7,000.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	145-410-300-130	2,000.00
12/29/2020	CSJVRMA	LIABILITY PROGRAM	136-415-300-130	2,000.00
12/29/2020	CSJVRMA	WORKERS COMP	104-402-200-121	286.00
12/29/2020	CSJVRMA	WORKERS COMP	104-405-200-121	150.00
12/29/2020	CSJVRMA	WORKERS COMP	104-406-200-121	150.00
12/29/2020	CSJVRMA	WORKERS COMP	104-431-200-121	200.00
12/29/2020	CSJVRMA	WORKERS COMP	104-433-200-121	500.00
12/29/2020	CSJVRMA	WORKERS COMP	109-434-200-121	400.00
12/29/2020	CSJVRMA	WORKERS COMP	112-438-200-121	100.00
12/29/2020	CSJVRMA	WORKERS COMP	120-435-200-121	1,500.00
12/29/2020	CSJVRMA	WORKERS COMP	121-439-200-121	500.00
12/29/2020	CSJVRMA	WORKERS COMP	105-437-200-121	2,200.00
12/29/2020	CSJVRMA	WORKERS COMP	145-410-200-121	2,500.00
12/29/2020	CSJVRMA	WORKERS COMP	104-421-200-121	8,800.00

12/29/2020	CSJVRMA	WORKERS COMP	104-432-200-121	200.00
12/29/2020	CSJVRMA	WORKERS COMP	301-430-200-121	50.00
12/29/2020	CSJVRMA	WORKERS COMP	178-441-200-121	50.00
12/29/2020	CSJVRMA	WORKERS COMP	177-448-200-121	50.00
12/29/2020	CSJVRMA	WORKERS COMP	275-549-200-121	100.00
12/29/2020	CSJVRMA	WORKERS COMP	110-434-200-121	100.00
12/29/2020	CSJVRMA	WORKERS COMP	311-408-200-121	200.00
12/29/2020	Farley Law Firm	LEGAL EXP THROUGH DEC 2020	104-403-300-200	1,790.52
12/29/2020	Farley Law Firm	LEGAL EXP 1234 NORBOE	104-403-300-200	113.15
12/29/2020	Farley Law Firm	LEGAL EXP 2721 OLYMPIC	104-403-300-200	1,608.63
12/29/2020	Farley Law Firm	LEGAL EXP 527 DAIRY	104-403-300-200	1,431.94
12/29/2020	Farley Law Firm	LEGAL EXP 429 JAMES	104-403-300-200	150.00
12/29/2020	Farley Law Firm	RETAINER FEE	104-403-300-200	250.00
12/29/2020	Frontier Communications	ACCT#55999212650917185	120-435-300-220	55.28
12/29/2020	Galindo Farms Discing	BOARDING UP PROP H&R BLOCK 1109 WHITLEY	104-406-300-198	405.00
12/29/2020	Kings County Clerk	FULL RECONVEYANCE 914 GARDNER	301-430-300-200	20.00
12/29/2020	Kings County Clerk	FULL RECONVEYANCE 1717 VAN DORSTEN	301-430-300-200	20.00
12/29/2020	PG&E	ACCT 53041351734	111-601-300-240	74.32
12/29/2020	PG&E	ACCT 53041351734	111-603-300-240	10.45
12/29/2020	PG&E	ACCT 53041351734	111-604-300-240	117.83
12/29/2020	PG&E	ACCT 53041351734	104-412-300-240	11.33
12/29/2020	PG&E	ACCT 53041351734	109-434-300-240	4,729.18
12/29/2020	PG&E	ACCT 33572501733	104-432-300-240	483.45
12/29/2020	PG&E	ACCT 10561736330	301-430-300-316	27.42
12/29/2020	Richard's Chevrolet	NEW VEH- PD-ANIMAL CONTROL TRUCK-2020 CHEV SILVER	104-421-500-540	32,478.34
12/29/2020	The Gas Company	ACCT#17151733304	301-430-300-316	11.20
12/29/2020	The Gas Company	ACCT#11484795064	138-419-300-206	14.79
12/29/2020	The Printer	BLANK BLUE STOCK LIC STOCK	104-432-300-150	127.45

Warrant Total: 92,412.23

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 01/07/2021 - 5:36PM
 Warrant Request Date: 1/7/2021
 DAC Fund:

Batch: 00501.01.2021 - Wmt Rgstr 01/12/20 FY21

Line	Claimant	Amount
1	661 Communications	325.00
2	A & M Consulting Engineers	39,580.81
3	AAA Quality Services Inc	193.49
4	American Office Solutions, LLC	838.69
5	American Office Solutions, LLC	199.99
6	American Office Solutions, LLC	224.71
7	American Office Solutions, LLC	143.15
8	American Office Solutions, LLC	709.12
9	American Office Solutions, LLC	453.12
10	Asbury Environmental Services	150.00
11	AT&T Mobility	42.58
12	Auto Zone, Inc.	1,116.46
13	Automation Group	8,038.21
14	Az Auto Parts	1,028.47
15	Badger Meter	4,020.35
16	BB Screen Printing	64.95
17	BC Laboratories, Inc	130.00
18	Billingsley Tire, Inc.	2,975.80
19	Board of Equalization	133.00
20	BSK Associates	3,733.00
21	C. A. Reding Company, Inc	49.72
22	CA Dept. of Tax & Fee Admin	18.00
23	California Building Standards Comm	76.50
24	Cannon Financial Services, Inc.	94.18
25	CDW-Government, Inc	5,195.43
26	Central Valley Lawn Care	350.00
27	Central Valley Sweeping LLC	6,400.00
28	Circle T Farms Inc	3,600.00
29	City of Avenal	4,326.38
30	City of Corcoran	235.00
31	City of Corcoran	390.40
32	Corcoran Hardware	1,613.78
33	Corcoran Radiator & Muffler	90.78
34	Data Ticket Inc	351.00
35	Dept of Conservation	159.04
36	Direct Distributing, Inc.	846.05
37	Division of State Architect	255.60
38	DuBois Chemicals	129.90
39	Dylan Zable	238.00
40	Fastenal Company	125.85
41	Ferguson Enterprises, Inc	22,368.31
42	Ferguson Enterprises, Inc. #3325	1,396.43
43	Frontier Communications	72.44
44	Gary V. Burrows Inc.	2,462.83
45	Gary V. Bufkin	13,500.00
46	Haaker Equipment Company	1,596.69

47	Hach Company	214.34
48	Home Depot Credit Services	2,283.91
49	Hopkins Technical Products	2,709.01
50	IndustryUptime	1,639.92
51	Interstate Gas Services	2,220.00
52	Interwest Consulting Group, Inc	4,980.00
53	Jorgensen & Company	1,504.98
54	Juan Mata	150.00
55	KMS Mechanics Inc.	2,798.75
56	Liberty Process Equipment, Inc	4,753.18
57	Miguel Meneses	440.00
58	Nacho's Automotive	49.75
59	Navia Benefit Solutions	110.00
60	Office Depot	102.26
61	Oliver Whitaker Co.	1,714.05
62	PG&E	9.86
63	PG&E	278.03
64	PG&E	19.44
65	PG&E	8,814.37
66	Precision Instrumentation	1,281.87
67	Preferred Pump	192.73
68	ProForce Law Enforcement	3,835.30
69	Prudential Overall Supply	640.42
70	Quadient	2,332.02
71	Quality Pool Service	2,093.95
72	Radius Tire Co.	234.52
73	Richard's Chevrolet	173.19
74	S & R Specialty Equipment	11.94
75	Sawtelle & Rosprim Hardware, Inc.	213.72
76	Sawtelle Rosprim Machine Shop	92.01
77	State Water Res Control Board	15,863.10
78	Streamline Irrigation, Inc.	28,840.79
79	T&T Valve and Instruments, Inc.	2,416.61
80	TF Tire & Service	1,758.03
81	Tulare Polaris	16,589.51
82	Turnupseed Electric Svc Inc	208.00
83	UNIFIRST Corporation	1,246.13
84	Univar USA Inc	5,510.36
85	unWired Broadband	199.95
86	USA Blue Book	1,893.86
87	Verizon Wireless	827.67
88	Vulcan Materials Company	529.46
89	Wells Fargo Bank, N.A.	2,838.24
90	WEX BANK	7,719.34
91	Will Tiesiera Ford-Mercury	390.00

Page Total: \$132,724.57

Grand Total: \$262,767.78

Page Total: \$132,724.57

Accounts Payable Voucher Approval List



User: spineda
 Printed: 01/07/2021 - 5:39PM
 Batch: 00501.01.2021 - Writr Rgstr 01/12/20 FY21

Warrant Date	Vendor	Description	Account Number	Amount
1/7/2021	661 Communications	CALOES FY 15-16 BUS CAMERAS	145-410-300-260	325.00
1/7/2021	A & M Consulting Engineers	HSR-NETWORK SEWER LINE TESTS	104-431-300-201	659.00
1/7/2021	A & M Consulting Engineers	PROP 68 PARK GRANT 220-013 GATEWAY PARK 90% CONST	307-449-300-200	19,885.00
1/7/2021	A & M Consulting Engineers	PROP 68 PARK GRANT 220-013 GATEWAY PARK 100% CONS	307-449-300-200	6,200.00
1/7/2021	A & M Consulting Engineers	CORCORAN ROADWAY SAFETY PLAN GRANT SSARP 220-01	109-434-300-200	12,205.99
1/7/2021	A & M Consulting Engineers	CALTRANS CMAQ 5223-019	109-434-300-200	388.32
1/7/2021	A & M Consulting Engineers	ROADWAY SAFETY IMPROV 220-018 OTTS & NORTH AVE	141-434-334-055	194.00
1/7/2021	A & M Consulting Engineers	SEWER MASTER PLAN 020-023	120-435-500-530	48.50
1/7/2021	AAA Quality Services Inc	PARKS COVID 19 PORTABLE RSTROOMS @ MAROOT PARK	104-412-300-216	193.49
1/7/2021	American Office Solutions, LLC	PTMISEA: TRANSIT PHONES	145-410-300-220	224.71
1/7/2021	American Office Solutions, LLC	COMPUTER REBUILD CITY HALL	104-432-300-201	199.99
1/7/2021	American Office Solutions, LLC	CONFIGURE NEW SWITCH	105-437-300-200	838.69
1/7/2021	American Office Solutions, LLC	NEW COMPUTER	120-435-300-200	453.12
1/7/2021	American Office Solutions, LLC	COMPUTER REBUILD FOR SERVER	105-437-300-200	709.12
1/7/2021	American Office Solutions, LLC	PW COMPUTER REBUILD	104-431-300-200	143.15
1/7/2021	Asbury Environmental Services	USED OIL FILTERS PICK UP	104-433-300-200	95.00
1/7/2021	Asbury Environmental Services	USED OIL FILTERS PICK UP	104-433-300-200	55.00
1/7/2021	AT&T Mobility	INV#834605440X01012021 WWTP DUTY MAN CELL PHONE	120-435-300-220	42.58
1/7/2021	Auto Zone, Inc.	FILTER FOR UNIT 201	104-433-300-260	19.25
1/7/2021	Auto Zone, Inc.	FILTER FOR UNIT 189	105-437-300-260	29.18
1/7/2021	Auto Zone, Inc.	BATTERY UNIT 151	105-437-300-260	152.54
1/7/2021	Auto Zone, Inc.	FILTERS UNIT 121	104-421-300-260	24.66
1/7/2021	Auto Zone, Inc.	WARRANTY	105-437-300-260	152.54
1/7/2021	Auto Zone, Inc.	WARRANTY	105-437-300-260	-152.54
1/7/2021	Auto Zone, Inc.	NEW PCM COMPUTER FOR UNIT 151	105-437-300-260	304.17
1/7/2021	Auto Zone, Inc.	OIL FILTER FOR UNIT 224	104-421-300-260	3.02
1/7/2021	Auto Zone, Inc.	BELT FOR UNIT 49 PACKARD	104-421-300-260	14.06
1/7/2021	Auto Zone, Inc.	FILTER UNIT 256	104-421-300-260	12.43
1/7/2021	Auto Zone, Inc.	WATER PUMP UNIT 151	105-437-300-260	87.47
1/7/2021	Auto Zone, Inc.	BATTERY UNIT 182	120-435-300-140	152.54
1/7/2021	Auto Zone, Inc.	WARRENTY PMP UNIT 151	105-437-300-260	-87.47
1/7/2021	Auto Zone, Inc.	SHOP SUPPLIES	104-433-300-210	44.12
1/7/2021	Auto Zone, Inc.	FILTERS FOR UNIT 147	105-437-300-260	11.67
1/7/2021	Auto Zone, Inc.	FILTERS FOR UNIT 267	104-421-300-260	23.79
1/7/2021	Auto Zone, Inc.	FILTERS FOR UNIT 148	109-434-300-260	3.02
1/7/2021	Auto Zone, Inc.	FILTERS FOR UNIT 246	104-421-300-260	28.98

1/7/2021	Auto Zone, Inc.	MOTOR OIL FOR UNIT 246	104-421-300-260	35.71
1/7/2021	Auto Zone, Inc.	HVD FLUID FOR UNIT 214	105-437-300-140	53.03
1/7/2021	Auto Zone, Inc.	MAINT ITEMS UNIT 202	104-421-300-260	11.67
1/7/2021	Auto Zone, Inc.	SHOP TOWELS FOR CLEANING	145-410-300-216	14.17
1/7/2021	Auto Zone, Inc.	BUS 238 DIESEL EXHAUST FLUIDS	145-410-300-260	178.45
1/7/2021	Automation Group	WELL 11 CONTROLS PROGRAMMING	105-437-500-513	8,038.21
1/7/2021	Az Auto Parts	BUS 216 HEADLIGHT	145-410-300-260	12.58
1/7/2021	Az Auto Parts	2 BATTERIES UNIT 85	120-435-300-140	629.61
1/7/2021	Az Auto Parts	FUSES FOR STOCK	104-433-300-260	31.08
1/7/2021	Az Auto Parts	AIR GAUGE	104-433-300-210	32.43
1/7/2021	Az Auto Parts	AIR GAUGE	104-433-300-210	-25.18
1/7/2021	Az Auto Parts	WIPER BLADES UNIT 151	105-437-300-260	15.35
1/7/2021	Az Auto Parts	AIR CHUCK	104-433-300-210	11.17
1/7/2021	Az Auto Parts	WIPER BLADES UNIT 189	105-437-300-260	8.55
1/7/2021	Az Auto Parts	THERMOSTAT FOR UNIT 144	109-434-300-260	6.04
1/7/2021	Az Auto Parts	OXYGEN SENSORS UNIT 146	109-434-300-260	115.87
1/7/2021	Az Auto Parts	WIPER BLADES UNIT 144	109-434-300-260	15.35
1/7/2021	Az Auto Parts	MAINT PARTS UNIT 202	104-421-300-260	12.48
1/7/2021	Az Auto Parts	LED MDL 35 FOR ALL BUSES	145-410-300-260	163.14
1/7/2021	Badger Meter	NEW WELL 10 FLOW METER	105-437-300-140	4,020.35
1/7/2021	BB Screen Printing	DECALS FOR MUGS	104-431-300-210	64.95
1/7/2021	BC Laboratories, Inc	MONTHLY ARSENIC TESTING SAMPLES	120-435-300-200	130.00
1/7/2021	Billingsley Tire, Inc.	STOCK TIRES FORD EXPLORER	104-421-300-260	879.23
1/7/2021	Billingsley Tire, Inc.	STOCK TIRES CAPRICE	104-421-300-260	1,561.90
1/7/2021	Billingsley Tire, Inc.	STOCK TIRES UNIT 267 CHARGER	104-421-300-260	534.67
1/7/2021	Board of Equalization	INDUSTRIAL TEST SYSTEM INV 1082406	105-437-300-210	45.84
1/7/2021	Board of Equalization	M.W.WATERMARK INV 112243	105-437-300-140	65.07
1/7/2021	Board of Equalization	M.W.WATERMARK INV 112174	105-437-300-140	22.09
1/7/2021	BSK Associates	WELL 11 PROJECT	105-437-300-200	975.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	60.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	595.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	153.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	153.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	60.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	129.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	153.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	17.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	60.00
1/7/2021	BSK Associates	PLANT INF/EFF LAGOON	120-435-300-200	234.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	153.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	60.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	225.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	34.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	153.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	60.00

1/7/2021	BSK Associates	WELL SAMPLES	105-437-300-200	186.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	34.00
1/7/2021	BSK Associates	QUANTI TRAY TOTAL COLIFORM E COLI	105-437-300-200	153.00
1/7/2021	BSK Associates	NITRATE	105-437-300-200	26.00
1/7/2021	BSK Associates	QUANTI TRAY NITRATE ARSENIC	105-437-300-200	60.00
1/7/2021	C. A. Reding Company, Inc	DEPOT COPIER DEC 2020	145-410-300-180	49.72
1/7/2021	CA Dept. of Tax & Fee Admin	DIESEL FUEL TAX OCT TO DEC 2020	145-410-300-250	18.00
1/7/2021	California Building Standards Comm	BLDG STND ADMIN SPCL REVL FUND 2ND Q 20-21 OCT TO I	104-000-202-013	76.50
1/7/2021	Cannon Financial Services, Inc.	COPIER SVC RENTAL DEC 2020	104-421-300-180	94.18
1/7/2021	CDW-Government, Inc	PD PRINTER /DC OFFICE	104-421-300-181	297.77
1/7/2021	CDW-Government, Inc	CALOES FY 13/14 PURCHASE OF 3 SURFACE PRO COVERS	145-410-300-210	337.12
1/7/2021	CDW-Government, Inc	CALOES FY 13/14 - 3 SURFACE PRO	145-410-300-210	4,298.54
1/7/2021	CDW-Government, Inc	ADO GOV ACROBAT 2020 LICENSE	104-406-300-210	262.00
1/7/2021	Central Valley Lawn Care	LANDSCAPE SVC DEC 2020 PHEASANT RIDGE	111-602-300-202	350.00
1/7/2021	Central Valley Sweeping LLC	STREET SWEEPING DEC 2020	112-438-300-200	1,866.50
1/7/2021	Central Valley Sweeping LLC	STREET SWEEPING DEC 2020	109-434-300-200	1,866.50
1/7/2021	Central Valley Sweeping LLC	STREET SWEEPING DEC 2020	121-439-300-200	1,867.00
1/7/2021	Central Valley Sweeping LLC	SPECIAL SWEEP DOWNTOWN WHITLEY FROM OTIS TO VA	112-438-300-200	266.00
1/7/2021	Central Valley Sweeping LLC	SPECIAL SWEEP DOWNTOWN WHITLEY FROM OTIS TO VA	109-434-300-200	267.00
1/7/2021	Central Valley Sweeping LLC	SPECIAL SWEEP DOWNTOWN WHITLEY FROM OTIS TO VA	121-439-300-200	267.00
1/7/2021	Circle T Farms Inc	PISTACHIO FARMING DISCING	139-450-300-200	3,600.00
1/7/2021	City of Avenal	AC SVC AGREEMENT AVENAL /CORC NOV 2020	104-421-300-203	4,326.38
1/7/2021	City of Corcoran	INTERIOR DISINFECTION PD UNITS ELITE AUTO	104-421-300-216	165.00
1/7/2021	City of Corcoran	UNIT WASH	104-421-300-260	150.00
1/7/2021	City of Corcoran	PD EMPL COVID TEST REIMB	104-421-300-216	20.00
1/7/2021	City of Corcoran	FOOD-SEARCH WARRANTS	104-421-300-210	55.40
1/7/2021	City of Corcoran	RAPDI TEST FOR COVID REIMB PW EMPLOYEE	120-435-300-216	235.00
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	104-406-300-210	58.18
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	104-411-300-210	47.04
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	104-412-300-210	66.68
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	104-432-300-210	16.18
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	104-432-300-216	12.97
1/7/2021	Corcoran Hardware	EQUIPT REPAIR	104-433-300-140	11.76
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	104-433-300-210	136.35
1/7/2021	Corcoran Hardware	VEHICLE REPAIRS	104-433-300-260	2.29
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	120-435-300-210	433.86
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	120-435-300-216	26.47
1/7/2021	Corcoran Hardware	EQUIPT REPAIR	120-435-300-140	197.20
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	105-437-300-210	275.69
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	105-437-300-216	128.77
1/7/2021	Corcoran Hardware	DEPT SUPPLIES	145-410-300-216	19.75
1/7/2021	Corcoran Hardware	CHRISTMAS LIGHTS MEASURE A	138-419-300-208	180.59
1/7/2021	Corcoran Radiator & Muffler	RESURFACE 1 ROTER	105-437-300-260	15.00
1/7/2021	Corcoran Radiator & Muffler	4" PIPE FOR WELL 2A	105-437-300-140	64.95
1/7/2021	Corcoran Radiator & Muffler	CLAMP FOR EXHAUST PIPE ON WELL 1-A	105-437-300-140	10.83

1/7/2021	Data Ticket Inc	CODE ENFORCE CITATION PROCESSING NOV 2020	104-406-300-200	351.00
1/7/2021	Dept of Conservation	STRONG MOTION INST & MAP FEE FOR 2ND Q 2021 OCT TO 104-000-202-013		159.04
1/7/2021	Direct Distributing, Inc.	REPLC LIGHTS AT WTP	105-437-300-140	247.07
1/7/2021	Direct Distributing, Inc.	REPLC LIGHTS AT WTP	105-437-300-140	494.14
1/7/2021	Direct Distributing, Inc.	CHEMICAL STATION PARTS FOR NEW PLUMBING	105-437-300-140	104.84
1/7/2021	Division of State Architect	4TH QTR OCT TO DEC 2020	104-000-323-009	255.60
1/7/2021	DuBois Chemicals	BUS WASH : WASH FLOAT SWITCH	145-410-300-211	129.90
1/7/2021	Dylan Zable	TRAINING BACKFLOW PREVENTION ASSY TESTER JAN 11-1	105-437-300-210	238.00
1/7/2021	Fastenal Company	NUTS & BOLTS FOR STOCK	104-433-300-210	125.85
1/7/2021	Ferguson Enterprises, Inc	WTP SUPPLIES 10" BFV	105-437-300-210	3,264.96
1/7/2021	Ferguson Enterprises, Inc	REMAIN BALANCE SUPPLIES	105-437-300-210	337.83
1/7/2021	Ferguson Enterprises, Inc	16" DAYTONS FOR STOCK	105-437-300-210	1,363.65
1/7/2021	Ferguson Enterprises, Inc	WTP REG4 HPT P/C	105-437-300-210	373.81
1/7/2021	Ferguson Enterprises, Inc	SUPPLIES FOR HYDRANTS	105-437-300-210	122.24
1/7/2021	Ferguson Enterprises, Inc	WTP REPAIRS 10" PIPE	105-437-300-140	2,192.30
1/7/2021	Ferguson Enterprises, Inc	WTP SUPPLIES 10" PIPE	105-437-300-210	779.30
1/7/2021	Ferguson Enterprises, Inc	WATER SYSTEM IMPROV CARDOSO PROJ	105-437-500-550	1,030.79
1/7/2021	Ferguson Enterprises, Inc	10" PARTS FOR STATION 2 REPAIRS	105-437-300-140	1,688.74
1/7/2021	Ferguson Enterprises, Inc	WATER SYSTEM IMPROV CARDOSO PROJ #2	105-437-500-550	3,006.44
1/7/2021	Ferguson Enterprises, Inc	WATER SYSTEM IMPROV 6" PARTS FOR CARDOSO PROJECT	105-437-500-550	2,448.94
1/7/2021	Ferguson Enterprises, Inc	WATER SYSTEM IMPROV CARDOSO PROJECT	105-437-500-550	1,925.18
1/7/2021	Ferguson Enterprises, Inc	WTP WELL 10	105-437-300-140	3,462.36
1/7/2021	Ferguson Enterprises, Inc	BRASS PARTS	105-437-300-210	255.47
1/7/2021	Ferguson Enterprises, Inc	WTP UPGRADES PH ADJ PIPE CLAMPS	105-437-500-551	116.30
1/7/2021	Ferguson Enterprises, Inc	REPLC CHAINS FOR CHAINSAW	105-437-300-140	1,396.43
1/7/2021	Frontier Communications	ACCT 5599286801122995	104-432-320-220	72.44
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	145-410-300-250	134.01
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	104-421-300-250	903.97
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	104-431-300-250	80.59
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	109-434-300-250	81.24
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	112-438-300-250	209.99
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	120-435-300-250	554.18
1/7/2021	Gary V. Burrows Inc.	FUEL STATEMENT	105-437-300-250	498.85
1/7/2021	Gary V. Bufkin	CONSULTING CHARGES & FOR SVC PERFORMED ON PERM	104-406-300-200	1,500.00
1/7/2021	Gary V. Bufkin	CALOES FY 13/14 MOD TO PRG & CREAT OF WEB ACCESS F	145-410-300-200	12,000.00
1/7/2021	Haaker Equipment Company	HOSE REPLC FOR VAC TRUCK UNIT 208	120-435-300-210	1,596.69
1/7/2021	Hacht Company	STANDARDS FOR COLORMETER	105-437-300-140	214.34
1/7/2021	Home Depot Credit Services	VETS HALL PAINTING EXTERIOR	138-419-300-208	341.13
1/7/2021	Home Depot Credit Services	SUPPLIES	104-432-300-210	70.90
1/7/2021	Home Depot Credit Services	VETS HALL	138-419-300-208	105.98
1/7/2021	Home Depot Credit Services	REFUND	138-419-300-208	-105.98
1/7/2021	Home Depot Credit Services	PW BREAKROOM AC UNIT	104-432-300-140	1,257.93
1/7/2021	Home Depot Credit Services	VETS HALL PAINTING EXTERIOR	138-419-300-208	202.09
1/7/2021	Home Depot Credit Services	WTP TUBE CUTTERS	105-437-300-210	161.73
1/7/2021	Home Depot Credit Services	MEASURE TAPE	109-434-300-210	32.52

1/1/2021	Home Depot Credit Services	VETS HALL PAINTING EXTERIOR	138-419-300-208	217.61
1/1/2021	Hopkins Technical Products	CHEMICAL PMP PARTS FOR CHEMICAL PUMP SKID REBUIL	105-437-300-140	128.12
1/1/2021	Hopkins Technical Products	CHEMICAL PUMP MAINT	105-437-300-140	2,580.89
1/1/2021	IndustryUptime	PARAMOUNT PUMP #2 FLANGE	120-435-300-140	1,639.92
1/1/2021	Interstate Gas Services	REFUSE RELATED CONSULTING NOV 2020	112-438-300-200	2,220.00
1/1/2021	Interwest Consulting Group, Inc,	PLAN CHECK FOR ADVENTIST HEALTH 920 VAN DORSTEN	104-406-300-200	4,980.00
1/1/2021	Jorgensen & Company	FIRE DETECTORS REPLC DUCT DETECTORS	105-437-300-140	1,504.98
1/1/2021	Juan Mata	UNIFORM : BOOTS REIMB FY 2021	120-435-200-125	150.00
1/1/2021	KMS Mechanics Inc.	TRACKHOE CYLINDER REPAIR	105-437-300-140	657.73
1/1/2021	KMS Mechanics Inc.	PRESS PUMP REPAIRS	105-437-300-140	1,361.47
1/1/2021	KMS Mechanics Inc.	PRESS CYLINDER REPAIR	105-437-300-140	416.99
1/1/2021	KMS Mechanics Inc.	JACKHAMMER PARTS	105-437-300-210	362.56
1/1/2021	Liberty Process Equipment, Inc	REPAIR THE SLUGE PUMP IN THE EFFLUENT BLDG	120-435-300-140	4,753.18
1/1/2021	Miguel Meneses	YRD SVC SUNRISE AND VILLA	111-604-300-202	200.00
1/1/2021	Miguel Meneses	YRD SVC APPERSON	111-601-300-202	120.00
1/1/2021	Miguel Meneses	YRD SVC 6 1/2 & ORANGE	111-601-300-202	120.00
1/1/2021	Nacho's Automotive	SMOOG UNIT 145	109-434-300-260	49.75
1/1/2021	Navia Benefit Solutions	COBRA ADMIN DEC 2020	104-402-300-200	110.00
1/1/2021	Office Depot	PD DEPT SUPPLIES	104-421-300-150	102.26
1/1/2021	Oliver Whitaker Co.	BUS 215 REPAIRS	145-410-300-260	1,714.05
1/1/2021	PG&E	ACCT 84659647279	301-430-300-316	9.86
1/1/2021	PG&E	ACCT 13015938064	104-432-300-240	8,814.37
1/1/2021	PG&E	ACCT 27777837660	105-437-300-240	278.03
1/1/2021	PG&E	ACCT94172356415	301-430-300-316	19.44
1/1/2021	Precision Instrumentation	WTP UPGRADES PH ADJ FLOW METERS	105-437-500-551	1,256.63
1/1/2021	Precision Instrumentation	CHEMICAL FLOW METER FOR STOCK	105-437-300-210	256.90
1/1/2021	Precision Instrumentation	REFUND END FITTING PVC	105-437-300-210	-231.66
1/1/2021	Preferred Pump	SEWAGE PUMP FOR STATIONS	120-435-300-210	192.73
1/1/2021	Proforce Law Enforcement	PD TASERS	114-414-300-210	3,835.30
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	145-410-300-200	69.02
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	136-415-300-200	50.42
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	220.02
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-300-200	60.52
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-432-320-200	32.09
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	42.88
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	104-433-300-200	22.84
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	120-435-300-200	69.02
1/1/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOP	105-437-300-200	73.61
1/1/2021	Quadient	POSTAGE MACHINE @ CITY HALL LOADED	104-432-300-152	2,332.02
1/1/2021	Quality Pool Service	BULK CHLORINE	138-419-300-206	2,093.95
1/1/2021	Radius Tire Co.	TIRE REPAIR UNIT 189	105-437-300-260	40.00
1/1/2021	Radius Tire Co.	TIRE REPAIR UNIT 53	120-435-300-140	194.52
1/1/2021	Richard's Chevrolet	SEAT BELT UNIT 202	104-421-300-203	173.19
1/1/2021	S & R Specialty Equipment	SHPPED OFF HACH COLORINATOR	105-437-300-200	11.94
1/1/2021	Sawelle & Rosprim Hardware, Inc.	LATEX GLOVES DUE TO COVID 19	120-435-300-216	42.30

1/7/2021	Sawtelle & Rosprin Hardware, Inc.	25 FT CORD OUTDOOR	104-432-300-210	129.12
1/7/2021	Sawtelle & Rosprin Hardware, Inc.	LATEX GLOVES DUE TO COVID19	120-435-300-216	42.30
1/7/2021	Sawtelle Rosprin Machine Shop	WTP INSTALL KEYWAY	105-437-300-200	92.01
1/7/2021	State Water Res Control Board	CONNECTION FEE	105-437-300-160	15,863.10
1/7/2021	Streamline Irrigation, Inc.	PISTACHIO FARMING IRRIGATION	139-450-300-200	28,840.79
1/7/2021	T&T Valve and Instruments, Inc.	REPLC FILTER ACTUATORS	105-437-300-140	2,416.61
1/7/2021	TF Tire & Service	2 REAR TIRES UNIT 92	120-435-300-140	1,758.03
1/7/2021	Tulare Polaris	2021 POLARIS RANGER	105-437-500-540	15,589.51
1/7/2021	Turnpseed Electric Svc Inc	CONNECT MOTOR @ STATION 7	120-435-300-200	208.00
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X6	105-437-200-125	138.77
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	63.54
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	15.88
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	78.27
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	19.57
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	104-412-200-125	37.03
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X3	109-434-200-125	37.03
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	104-412-200-125	66.34
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	104-433-200-125	20.89
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	105-437-200-125	20.89
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	16.71
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	4.18
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	109-434-200-125	80.24
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	104-433-200-125	33.28
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X1	105-437-200-125	110.08
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X80%	120-435-200-125	26.62
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X20%	121-439-200-125	6.66
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X3	145-410-200-125	177.08
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X3	145-410-200-125	66.23
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X2	104-433-200-125	50.45
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X2	104-433-200-125	56.51
1/7/2021	UNIFIRST Corporation	UNIFORMS COST X6	105-437-200-125	119.88
1/7/2021	Univar USA Inc	CHEMICALS	105-437-300-219	5,510.36
1/7/2021	unWired Broadband	INTERNET SVC WTP	105-437-300-220	199.95
1/7/2021	USA Blue Book	NEW CHLORINE PRESSURE GAUGE	105-437-300-140	330.32
1/7/2021	USA Blue Book	NEW 3 WAY BALL VALVE FOR CHLORINE	105-437-300-140	110.99
1/7/2021	USA Blue Book	REFUND INV 420033	105-437-300-140	-454.60
1/7/2021	USA Blue Book	NEW CHLORINE PRESSURE GAUGE	105-437-300-140	329.47
1/7/2021	USA Blue Book	BALL VALVE FOR CHLORINE STATION	105-437-300-140	293.55
1/7/2021	USA Blue Book	CHLORINE GASKETS	105-437-300-140	1,101.64
1/7/2021	USA Blue Book	UNION NUTS FOR PRESSURE RELIEF/BACK PRESSURE VALV	105-437-300-140	182.49
1/7/2021	Verizon Wireless	CELL PHONE SVC	145-410-300-220	149.71
1/7/2021	Verizon Wireless	WIRELESS AIRCARDS	145-410-300-220	38.01
1/7/2021	Verizon Wireless	BUSES AIRCARDS X6	145-410-300-220	228.06
1/7/2021	Verizon Wireless	ON CALL PHN SVC	105-437-300-220	2.76
1/7/2021	Verizon Wireless	WIRELESS AIRCARDS	105-437-300-220	76.02

1/7/2021	Verizon Wireless	CELL PHN SVC TRINO	104-432-300-220	0.53
1/7/2021	Verizon Wireless	CELL PHN SVC JOE	104-431-300-200	2.76
1/7/2021	Verizon Wireless	WIRELESS AIR CARDS	104-431-300-200	38.01
1/7/2021	Verizon Wireless	COM DEV PHONES	104-406-300-220	121.93
1/7/2021	Verizon Wireless	COM DEV AIR CARDS X2	104-406-300-220	76.02
1/7/2021	Verizon Wireless	MOBILE WIFI HOTSPOT	104-431-300-200	38.01
1/7/2021	Verizon Wireless	CELL PHONE SVC	104-405-300-200	28.69
1/7/2021	Verizon Wireless	CELL PHONE SVC-MARLENE	104-402-300-200	27.16
1/7/2021	Vulcan Materials Company	REPAIRS-STREET MAINT	109-434-300-213	529.46
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	104-412-300-200	394.20
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	109-434-300-200	394.20
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	104-412-300-200	394.20
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	109-434-300-200	394.20
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	104-412-300-200	394.20
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	109-434-300-200	394.20
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	104-412-300-200	236.52
1/7/2021	Wells Fargo Bank, N.A.	TEMP WORKER CHRGS J MUSTAIN	109-434-300-200	236.52
1/7/2021	WEX BANK	FUEL STATEMENT	104-406-300-250	200.20
1/7/2021	WEX BANK	FUEL STATEMENT	104-421-300-250	3,214.22
1/7/2021	WEX BANK	FUEL STATEMENT	105-437-300-250	1,489.51
1/7/2021	WEX BANK	FUEL STATEMENT	120-435-300-250	722.44
1/7/2021	WEX BANK	FUEL STATEMENT	109-434-300-250	330.83
1/7/2021	WEX BANK	FUEL STATEMENT	104-412-300-250	274.54
1/7/2021	WEX BANK	FUEL STATEMENT	104-431-300-250	78.51
1/7/2021	WEX BANK	FUEL STATEMENT	104-432-300-250	127.56
1/7/2021	WEX BANK	FUEL STATEMENT	104-432-300-250	-80.97
1/7/2021	WEX BANK	FUEL STATEMENT	145-410-300-250	1,362.50
1/7/2021	Will Tiesiera Ford-Mercury	REPAIRS ON UNIT 266	104-421-300-260	390.00

Warrant Total: 262,767.78

City of

CORCORAN

Police Department

FOUNDED 1914

January 4, 2021

STAFF REPORT
ITEM #: 7-A

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Server Replacement / Purchase

Recommendations: (VV)

That council authorizes staff to purchase a Rack Server to replace existing Servers.

Discussion:

With council approval we propose to purchase a single Rack style Server that will replace three existing Servers. The three existing Servers house our Domain Controller (network drives), App Server (Records Management software, Body Cam software, Cameras etc.) and Data Storage. These are quickly exceeding their expected life and need to be replaced. Our I.T. provider recommends a single Rack style Server which will save approximately \$3,000-\$4,000 compared to replacing each of the three.

Budget:

The cost is \$19,246.03 and will be spread across impact fees, COPS funds and our existing budget with minimal impact on the General Fund.

Solution Summary

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>HPE ProLiant DL380 G10 2U Rack Server - 1 x Intel Xeon Silver 4210R 2.40 GHz - 32 GB RAM HDD SSD - Serial ATA/600, 12Gb/s SAS Controller - 2 Processor Support - 16 MB Graphic Card - Gigabit Ethernet - 24 x SFF Bay(s) - Hot Swappable Bays - 1 x 800 W - Intel Optane Memory Ready</p> 	\$2,602.35	\$2,602.35
1	<p>HPE Microsoft Windows Server 2019 Standard - License - 16 Core - Reseller Option Kit (ROK) - DVD-ROM - PC</p>	\$902.43	\$902.43
1	<p>HPE Microsoft Windows Server 2019 Standard Edition - License - 4 Additional Core - After Point of Sale (APOS), OEM, Keyless, Medialess - Portuguese (Brazilian), French, English, Spanish - PC</p>	\$255.46	\$255.46
1	<p>HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 800 W - 230 V AC</p> 	\$174.15	\$174.15

American Office Solutions LLC Estimate

2	HPE 480 GB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Read Intensive - Server Device Supported - 0.5 DWPD - 3 Year Warranty	\$198.46	\$396.92
			
1	HPE Integrated Lights-Out Advanced Plus 1 Year 24x7 Support and Updates - Subscription License - 1 Server - Standard - Electronic	\$257.80	\$257.80
22	HPE 2.40 TB Hard Drive - 2.5" Internal - SAS (12Gb/s SAS) - 10000rpm - 3 Year Warranty	\$549.36	\$12,085.92
			
1	HPE SmartMemory 32GB DDR4 SDRAM Memory Module - For Server - 32 GB (1 x 32 GB) - DDR4-2933/PC4-23466 DDR4 SDRAM - CL21 - 1.20 V - Registered - 288-pin - DIMM	\$342.83	\$342.83
			

American Office Solutions LLC Estimate

1	HPE Intel Xeon Silver (2nd Gen) 4210R Deca-core (10 Core) 2.20 GHz Processor Upgrade - 13.75 MB Cache - 3.20 GHz Overclocking Speed - 14 nm - Socket 3647 - 100 W - 20 Threads	\$761.38	\$761.38
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SUBTOTAL	\$17,779.24
SALES TAX	\$1,466.79
TOTAL (ONE TIME)	\$19,246.03
YEARLY LICENSE	\$0.00

To place order please Sign and Date

Corcoran Police Department

Corcoran Police Department
 911 Hanna Ave
 Corcoran, CA 93212
 United States

 Signature

 Printed Name/Title

 Date

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMORANDUM

TO: Corcoran City Council

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

SUBJECT: Community Development Operations Manual (CDDOM)

DATE: January 6, 2021

MEETING DATE: January 12, 2021

INFORMATION:

During the past calendar year, Community Development Staff had been developing an operations manual that can be used as a guide regarding the day to day operations of the divisions within the Department. The division within Community Development are as follows:

1. Planning Division
2. Building Division
3. Code Enforcement Neighborhood Preservation
4. Housing
5. Transit

The manual includes introductions, mission statements, organizational charts and contact information for each division. The manual is an internal document to be used as a guide for City Council and City personnel.

BUDGET IMPACT: None



COMMUNITY DEVELOPMENT DEPARTMENT OPERATIONS MANUAL



**COMMUNITY DEVELOPMENT DEPARTMENT
OPERATIONS MANUAL**

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	Contact Information	viii.
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CITY OF CORCORAN

MISSION

TO JOIN WITH THE COMMUNITY TO PROVIDE AFFORDABLE QUALITY SERVICES THAT ENHANCE THE SAFETY, ECONOMIC DIVERSITY, ENVIRONMENT AND HOUSING, WHERE CITIZENS AND EMPLOYEES CAN THRIVE IN AN ATMOSPHERE OF COURTESY, INTEGRITY AND RESPECT.

ORGANIZATIONAL VALUES

- 1. COMMITMENT TO SERVICE**
- 2. PARTNERSHIPS**
- 3. TEAM WORK**

COMMUNITY DEVELOPMENT DEPARTMENT

We, the employees of the City of Corcoran, Community Development Department, are proud of our city of excellence. We are well managed, innovative, and a caring Department within this outstanding City. Our values are those qualities and characteristics we appreciate, support and live by. They guide us in how we relate to each other and to those we serve. Values establish our priorities and highlight those qualities we honor the most. Our ethics, norms and vision are derived from our values and mirror this department and this City.

Service to the community is our highest priority. We will respect the dignity and the rights of those we serve.

We are committed to mentoring, developing, training and assisting staff in accepting greater responsibility in pursuit of their career objectives.

Maintaining the trust of the community in our department is of the utmost importance. It can only be accomplished by dedication and performance.

Local Government exist to serve the needs of the whole community; service should be provided in a fair, courteous and effective manner.

WE VALUE ONE ANOTHER

People are our most valued resource within the department. We are concerned with the wellbeing of staff. We commend them for their performance, and provide them with the necessary resources to accomplish their jobs, we treat citizen, co-workers, supervisors and subordinates equally with respect.

WE VALUE TRUST IN OUR RELATIONSHIPS

Trust amongst one another is vital to departmental health. It requires us to operate openly with one another based upon the foundation of honesty and integrity. As a team we will work together to overcome difficulties by solving problems. We recognize our different roles and talents within the department; however, we are members of one team and no one person is more important than the other.

WE VALUE STAFF DEVELOPMENT

Staff development is paramount to be an effective department. We are committed to mentoring, developing, training and assisting staff in accepting greater responsibility in pursuit of their career and objectives of the Community Development Department goals.

WE VALUE CREATIVITY

As a staff we are willing to be self-critical and examine itself for potential areas of needed change. We will be committed to remain a leader in innovation and to contribute in local government excellence by sharing our experiences and resources with other departments and agencies. We will look to the future and be willing and open to experiment with new ideas and concepts.

WE VALUE ORGANAZATION EFFICENCY

The Community Development Department will always strive for excellence and to maximize efficient and effective use of resources in order to complete our tasks and goals on time and within budget. We serve the community and are accountable for high productivity and to maintain a high level of expertise.

WE VALUE COMMUNICATION

We are open to and value participation in process and procedure. We value all opinions and encourage candor, honest, open communication between staff and the public. Communication is the most important and effective resource we possess. Use it well.

WE VALUE EFFECTIVE MANAGEMENT

Community Development staff will be responsible for our actions and learn from our experiences. We value a clear sense of direction and consistency in all that we do and we will lead by example. We will strive for financial accountability at every level and we are committed to establishing and protecting an environment that seeks to provide a safe stress free work place.

WE VALUE COMMUNITY SERVICE

Service to the Community highest priority.

Community Development staff will seek to anticipate the concerns of the community while provide excellent service. We strive to solve problems and seek viable alternative to situations that are problematic. We will maintain the public trust through dedication and performance. Local government exist to serve the need of the whole community; service will be provided in a fair, courteous and effective manner and will respect the dignity and rights of those we serve.

ORGANIZATIONAL GOALS

1. See that necessary and desired services are provided
2. Act as a catalyst in the community
3. Evaluate and improve existing services
4. Foster citizen input

INSURE FINANCIAL SOVENCY WITHIN THE DEPARTMENT

1. Decrease dependency on external revenue sources
2. Reduce cost
3. Focus on income sources

MAINTAIN ABILITY TO ACCOMMODATE GROWTH

1. Foster commercial and industrial economic development
2. Develop infrastructure
3. Develop plans and policies

MAINTAIN AND DEVELOP EMPLOYEE RESOURCES

1. Develop a departmental climate which fosters personal and professional growth
2. Assist in the development of existing staff
3. Attract and maintain competent employees
4. Acknowledge productivity and performance

MAINTAIN POSITIVE IMAGE

1. Actively listen to and effectively communicate with the public, employees, other department and agencies and the media.
2. Be a quite leader in the community

INTRODUCTION

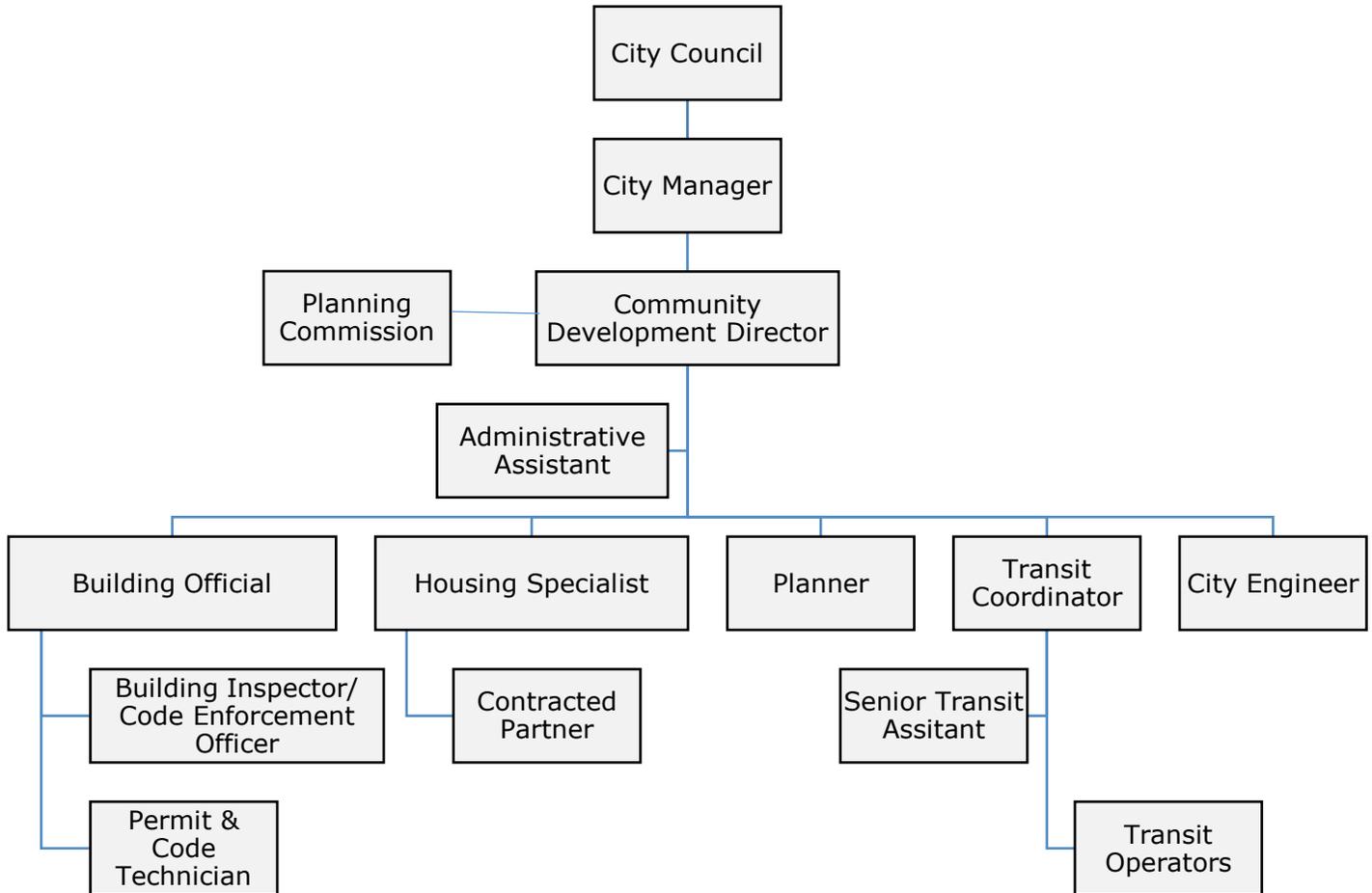
Community Development Department comprises of five divisions: Planning, Building and Safety, Code Enforcement Neighborhood Preservation, Housing and the Transit division. These are essential links between the public and its city representatives on a wide array of issues and programs.

The Planning division assures the citizens of Corcoran are provided with a clean, safe, aesthetically pleasing, environmentally pleasant city through design, laws and regulations, environmental and socioeconomic analysis and political approval. Building and Safety division ensures compliance with the California Building, Health and Safety Codes. Code Enforcement Neighborhood Preservation division enforces city ordinances and policies adopted by the City Council and ensures that these are made known to the public. The Housing division offers low or no interest rate loans to residents of the community for the purchase or rehabilitation of property within the city limits of Corcoran. The Transit division provides transportation services within City of Corcoran and fringe areas of Kings County.

This manual is intended to establish and implement standards and operating procedures and written guidelines concerning the five divisions of Community Development. The primary focus will be to establish formal processes to ensure consistency in actions taken. Staff recognizes the need to be good will ambassadors throughout our community, with this in mind we will strive to serve this community to the best of our abilities. .

It is important to recognize that while these policies and procedures have been established to ensure consistency in action, it may be necessary and appropriate to deviate from the recognized policy and procedures for cause. Policy and procedures should be reviewed frequently and amended as necessary and appropriate.

**ORGANIZATIONAL CHART
COMMUNITY DEVELOPMENT DEPARTMENT**



CONTACT INFORMATION:

Community Development Department

832 Whitley, Avenue,
Corcoran, CA 93212

- Community Development Director - (559)-992-2151 ext. 2110
- Building Official - (559) 992-2151 ext. 2110
- Community Development Administrative Assistant - (559) 992-2151 ext. 2101
- Building Inspector/
Code Enforcement Officer - (559) 992-2151 ext. 2102
- Community Development Technician - (559) 992-2151 ext. 2101
- Inspection request line - (559) 992-2151 ext. 2104
- Code enforcement complaints - (559) 992-2151 ext. 2103
- Transit Coordinator - (559) 992-2151 ext. 2701

Corcoran Area Transit
1099 Otis Avenue,
Corcoran, CA 93212

I. GENERAL OPERATIONS

Hours of operation: The office is open to the public from 8:00 am to 5:00 pm Monday through Friday. The office is closed to the public on Wednesdays between 12:00 pm and 5:00 pm Saturdays, Sundays, and Holidays.

Work Hours: The recognized work hours are from 8:00 am to 5:00 am with 1 hour unpaid lunch and two 15 minute breaks, one am, one pm.

Work Assignments: All requests for Building Inspection and Code Enforcement Actions, documentation or inspections will be retrieved daily. Calls shall be prioritized and assigned to the appropriate inspector by the Building Official or his or her designee.

Time Sheets: Shall be filled out completely and accurately, and turned in to the supervisor of each division for review. Supervisors shall submit all signed time sheets to the Community Development Director for review and processing no later than 12:00 pm on the Wednesday proceeding payday or as required.

Field Operation

Staff will possess and display city issued identification where necessary and appropriate. Staff will identify themselves when interacting with citizens in the community and when conducting inspections. Staff will maintain a professional demeanor at all times.

II. APPEARANCE

Clothing shall be clean, neat and in good condition when worn during work hours or work related activities. Office personnel shall wear business professional attire (see Community Development policy on uniform). Field personnel shall wear city provided uniform and safety shoes.

III. VEHICLE USE

Staff shall obey all traffic laws as defined by the California Vehicle Code. In the event that a staff member receives a traffic citation or parking citation they shall advise their supervisor within 48 hours of the circumstances leading to their receiving a citation.

In the event that a staff member becomes involved in a traffic collision in a city vehicle, staff shall report the incident to the Law Enforcement Agency with jurisdiction and request that a report be completed. The staff member will advise their supervisor as soon as possible thereafter. City assigned vehicles shall not be used for personal use. City assigned vehicles shall be kept locked when not attended.

Prior to use, staff members shall inspect their assigned vehicles for damage, if damage is discovered staff shall report the damage to their supervisors prior to using the vehicle. Staff shall not use their personal vehicle on city business without prior supervisory approval.

IV. TRAINING

The City recognizes that its employees are the most valuable resource. It is imperative to have well trained staff at all levels throughout the organization. Community Development Department Staff shall strive to assure the citizens of Corcoran are provided with a clean, safe, pleasant city to live and raise a family through education, certification and the most up to date training available.

PLANNING DIVISION

CITY OF CORCORAN POLICY AND PROCEDURE MANUAL

PLANNING DIVISION

I. MISSION STATEMENT

The mission of the Planning Division is to maintain and improve all aspects of the city's physical environment. The Planning Division serves as a custodian of the vision and agent for the implementation of the policies related to land development, zoning, and environmental law set forth by the State of California, the City Council and the citizens of Corcoran. Corcoran is a small city with an atmosphere preserved and ensured by diverse retail services; citizen participation in decision making; quality of public schools, medical, offices and entertainment and adequacy of public services for residents of City of Corcoran. It is incumbent on the planning division to work with Commissions and Councils to preserve and develop the future of the community.

II. SCOPE OF PLANNING DIVISION

- a. The City of Corcoran's Planning Division is charged with the responsibility of preparing, maintaining, and implementing the General Plan for current and future development of Corcoran.
- b. Maintenance of the City's General Plan, Zoning Ordinance and Specific Plans, while preparing plans for the City's future growth, prosperity and quality of life, as well as helping the public understand City policies, develop regulations, and evaluate development projects to ensure they meet high standards of quality, sustainability and amenity for the community.
- c. Provides both strategic planning and development project review services to the City Council, Planning Commission, Citizens of Corcoran and the development community, as well as provides environmental and planning support to other departments within the City.
- d. Prepares studies and reports such as demographics, and development entitlement activity on a regular basis.

III. PLANNING APPLICATION

Planning application are required to determine if certain uses of specific property is in accordance with the City of Corcoran Zoning Code. Planning application includes the following:

- | | |
|----------------------------|-------------------------------------|
| 1. Administrative Review * | 8. Tentative/Final Parcel Map |
| 2. Annexation | 9. Tentative/ Final Subdivision Map |
| 3. Conditional Use Permit | 10. Map Extension |
| 4. General Plan Amendment | 11. Variance |
| 5. Lot Line Adjustment | 12. Zone Change |
| 6. Sign Review * | 13. Zone Text Change * |
| 7. Site Plan Review | |

*Require submission of application and four (4) copies of site plan/sign design that includes measurement, sign text, materials, etc.

Application Submittal Requirements

SITE PLAN DRAWING IS REQUIRED FOR CONDITIONAL USE PERMITS, SITE PLAN REVIEW. INSTRUCTIONS FOR PREPARING A SITE PLAN DRAWING:

The site plan must be drawn in a neat and legible manner on paper a minimum of 8½ by 11 inches to a maximum of 24 by 36 inches in size. The scale must be large enough to show all details clearly. Twenty (20) copies of the site plan including one (1) reproducible print not larger than 11" x 17", and a PDF copy on disk or emailed must be submitted with this application form. If additional copies will be necessary you will be notified. The following information must be included in the site plan:

1. Name, address and contact information of the legal owner of the site and applicant or representative preparing the site plan exhibit;
2. Address of property, if it has been assigned and Assessor's Parcel Number (APN);
3. Legal description of the exterior boundaries of the project site, or legal description of the property comprising the project site;
4. The names of all utility providers;
5. Date, north arrow, and scale of drawing;
6. Dimension of the exterior boundaries of the site;
7. Show flood zone designation;
8. Name all adjacent streets, roads, or alleys, showing right-of-way and dedication widths, reservation widths, and all types of improvements existing or proposed;
9. Locate and give dimensions of all existing and proposed structure on the property. Indicate the height and depth of the buildings and their distance to at least two (2) property lines;
10. Depictions of all existing and approved General Plan Land Use, zoning, existing and intended uses and proposed parcel boundaries, utility or Corcoran Irrigation District easements, BNSF easements, existing wells and septic tanks or any underground uses known, within 100 feet of the project site;
11. Dimensions and direction of travel of driveways approaches;

12. Show access, internal circulation, parking and loading space. Detail off-street parking, exists and entrances, complete with dimensions and numbers of parking spaces, including handicapped space;
13. Footprints of all proposed buildings, including the number of stories, use, and square footage;
14. Show all fences, walls, and landscaping; their locations, heights, materials and/or type;
15. Show location and type of trash enclosures;
16. Show all signs: location, size, height, and material used;
17. Note all external lighting: location, the general nature and hooding devices;
18. Indicate method of storm water drainage;
19. Note the distances to the nearest fire hydrant;
20. Show existing and proposed landscaping;
21. The applicant should include any additional information that may be pertinent or helpful concerning this application;
22. Other data may be required to permit the zoning administrator to make the required findings;
23. Project proposed phasing lines;
24. Copy of Traffic Study if required;
25. Copy of Noise Study if required;
26. Copy of conceptual building elevation plans, if required.

Planning fees are due upon submission of application.

IV. PLAN APPLICATION REVIEW

The Community Development Department is responsible to ensure completeness of planning application and all necessary documents. Plan check is being done through the Community Development Director and routed to different departments within City Hall, City Engineer and/ or send to different agencies, if needed.

Decisions on administrative and sign application are being done by the Community Development Director. All other planning application are reviewed and approved by the Planning Commission and/or the City Council.

V. PLANNING COMMISSION

The Community Development Department provides technical and administrative assistance to the Planning Commission, which is comprised of seven citizen members appointed by and serve at the pleasure of the City Council. The term of office has been and shall be four (4) years or until a successor can be appointed and qualified. Terms of office have been and shall be overlapping and staggered so that a majority of the terms of office do not terminate simultaneously at the end of any given calendar year. Number of successive terms served shall be at the pleasure of the City Council and without

set limit. All members of the Planning Commission have been and shall continue to serve without compensation

Depending on the type of application, the Planning Commission reviews and approves planning-related applications or makes recommendations on them to the City Council. The Planning Commission meets every third Monday of each month at 5:30 p.m. in the City Council Chambers at 1015 Chittenden Avenue.

VI. REPORTING

All report document and comments are entered and monitored through the Community Development Permit System.

VII. PLANNING DOCUMENTS

Maintenance or retention of records is based on the State of California and City of Corcoran's Document Retention Policy.

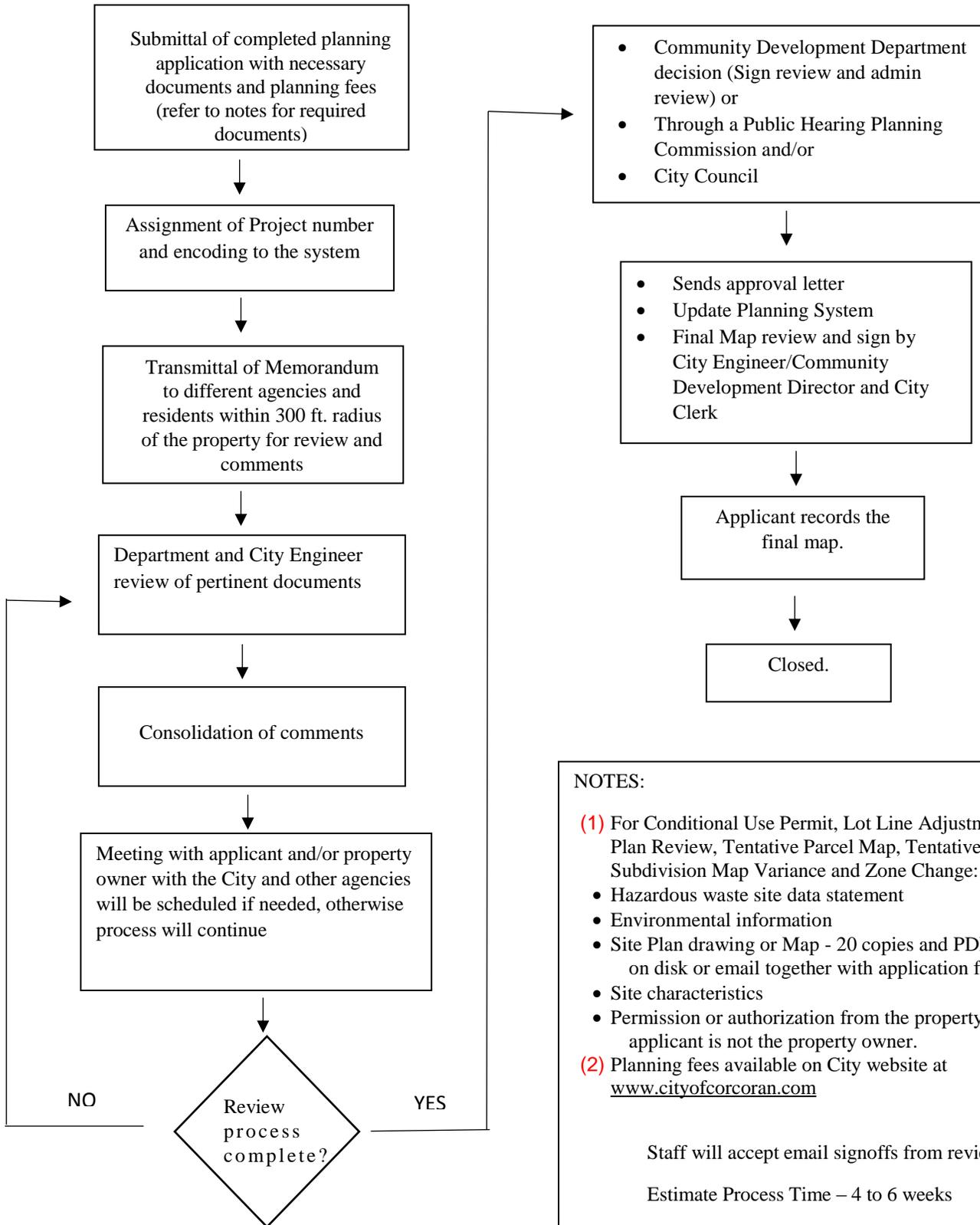
VIII. Adoption of Standard Operating Procedures.

The Community Development Director may adopt additional standard operating procedures to implement Corcoran Code provisions relating to zoning code enforcement and these policies.

IX. Interpretation

These policies and procedures are to be interpreted to maximize both the efficiency of zoning code enforcement compliance with Federal, State and City codes. Nothing in this policy manual shall be interpreted to require the City to act or to refrain from acting or to establish a standard of care for City actions.

PLANNING REVIEW FLOW CHART



NOTES:

(1) For Conditional Use Permit, Lot Line Adjustment, Site Plan Review, Tentative Parcel Map, Tentative Subdivision Map Variance and Zone Change:

- Hazardous waste site data statement
- Environmental information
- Site Plan drawing or Map - 20 copies and PDF copy on disk or email together with application form
- Site characteristics
- Permission or authorization from the property owner if applicant is not the property owner.

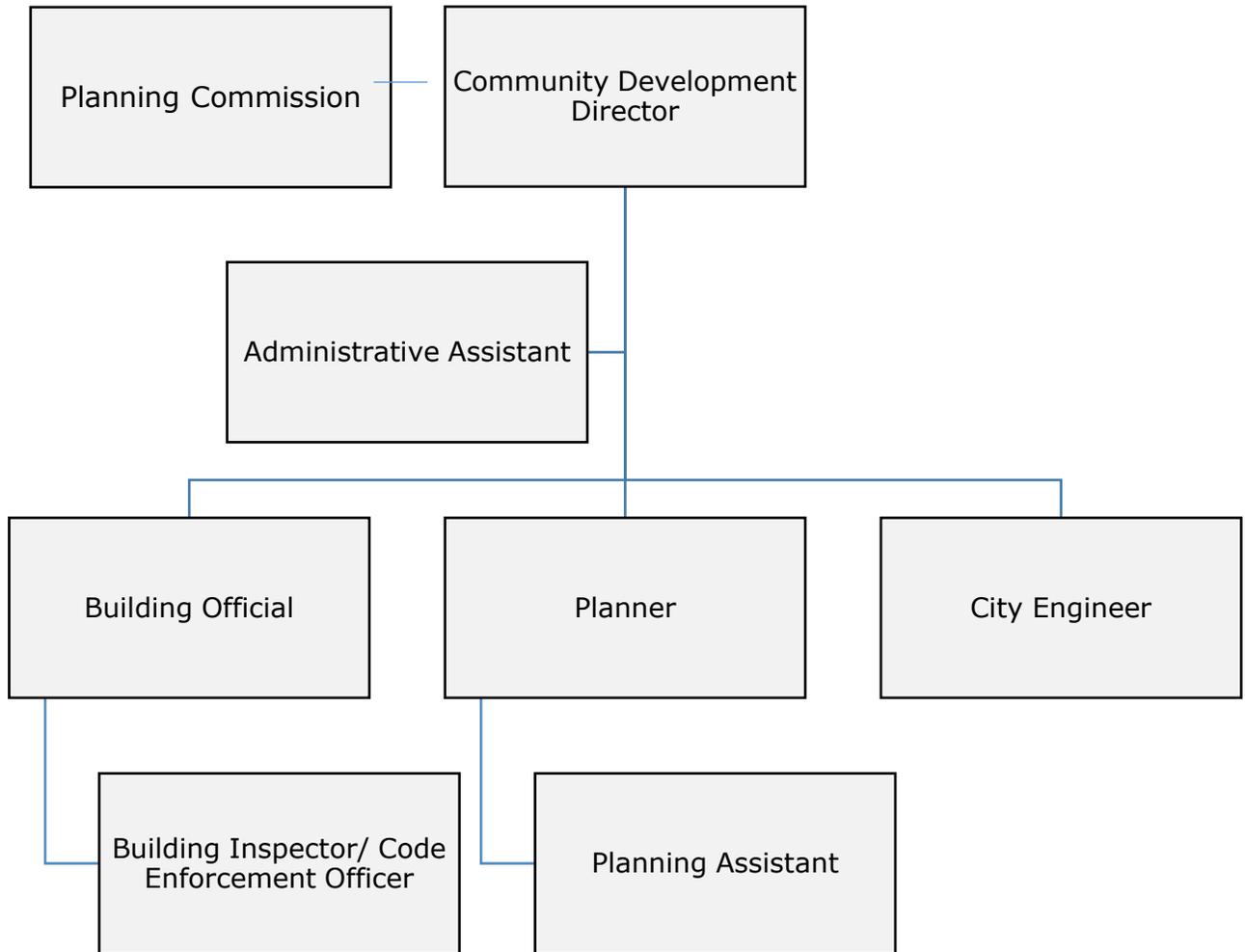
(2) Planning fees available on City website at www.cityofcorcoran.com

Staff will accept email signoffs from reviewers

Estimate Process Time – 4 to 6 weeks

**ORGANIZATIONAL CHART
COMMUNITY DEVELOPMENT DEPARTMENT**

PLANNING DIVISION



BUILDING DIVISION

**CITY OF CORCORAN
POLICY AND PROCEDURE MANUAL
BUILDING AND SAFETY**

I. MISSION STATEMENT

The Building and Safety Division's purpose is to promote health and safety in the construction and maintenance of buildings and structures, through the enforcement of California Title 24 Building Codes, California Uniform Housing Code, California Title 24 Energy Standards, California Green code and all local regulations and ordinances.

Note: Code Adoption is performed by City Ordinance.

II. SCOPE OF BUILDING DIVISION

- a. Plan review/ Check
- b. Permit issuance
- c. Building Inspection
- d. City infrastructure Inspection
- e. Code analysis

III. BUILDING PERMIT

The City of Corcoran Building and Safety Division of Community Development is mandated to promote health and safety in the construction and maintenance of all buildings and structures through the issuance of Building Permits and the enforcement of all California Title 24 Codes of Regulations. The California Uniform Code for the Abatement of Substandard buildings, the California Uniform Housing Code, The California Energy Standards, the California Green Code, the California Health and Safety code and all local regulations and Ordinances.

Policies:

Building permits are not required for the following:

1. Cosmetic work; painting, trim, wall covering, cabinet work, tile and floor covering
2. One story detached accessory buildings not exceeding 120 square feet.
3. Platforms, walkways, driveways, retaining walls not more than 30" inches above the ground, ten (10) feet from the curb and not over a basement or underground story.
4. Windows and doors that do not change in size or configuration.

5. Patio decks not more than 30" inches above ground.
6. Wood, chain link and wrought iron fences.

Note: 2, 3 and 6 may have planning issues that require approval.

We provide 24 hour plan processing for most basic permits application such as:

1. Re-roofs without structural requirements
2. Minor electrical and 200 amp or less panel change outs.
3. Minor plumbing and mechanical

We provide 72 hour plan processing for the following permits applications such as:

1. Residential Photovoltaic
2. Minor interior repairs or remodels that do not include
Increasing the footprint of the building

Drawing requirements for plan review residential construction

All residential, commercial and industrial new construction, addition and demolition must comply with Ordinance 640 regarding construction and demolition waste (C & D).

To obtain a Building Permit, it is necessary to submit a minimum of two (2) complete sets of plans and specifications and one PDF copy that can be sent via email or flash drive. These plans must be drawn neatly, to scale and sufficiently detailed to indicate the nature of the work proposed by showing the applicable items listed below.

- Complete sets of plans/site, elevations, floor plan, foundation, shear wall schedule, roof framing, framing details, electrical, HVAC mechanical, and plumbing
- Title 24 Energy Calculations with cover page listing the address of the project
- Complete Truss Calculations with cover page listing the address
- Two (2) 8-1/2 x 11 floor plan and site plan listing the address

- Contractor or owner shall submit a surveyed site plan with cut sheets for review (by City Engineer) for all curb and gutter at the time of construction plan submittal.
- Water meter must be installed and water service activated before foundation inspection. For water service activation, please call the Corcoran City Hall (559) 992-2151 ext. 2001 or 2002.
- Finished floor elevations for **areas not in a flood plain zone** must be a minimum of 12" above the crown of the street. Finish grading the lot prior to final inspection.
- Certification of insulation must be provided to the inspector at final inspection.
- H.E.R.S Test and all Signed Title 24 Energy Calculation documentation must be presented to the inspector at final inspection.
- All requirements of the California Green Code must be in compliance at final inspection
- A set of City stamped approved plans, truss calculations and energy calculations must be on site (in the garage during construction and in the kitchen at final inspection) or the inspection will be cancelled (NOT READY) and a re-inspection fee may be issued.

Exceptions: shower pan and drive way approach inspections do not need the energy calculations and truss calculation on site.

Building Maintenance

For Sub-standard Building (SSB), code enforcement action and building maintenance permit are required.

IV. BUILDING INSPECTION

Preparing for inspection

- All inspection are based on morning or afternoon request. The Building Department will try to accommodate all inspection. **Please note:** on heavy inspection days morning inspection request may be completed in the afternoon and afternoon inspection may be carried over in the next inspection day.
- A representative of the Building Department is available at the counter, Monday thru Friday 8:00 to 11:00 am and 1:00 pm and

4:00 pm; Wednesday between 8:00 am and 12:00 nn.

- Daily Inspection Schedule is generated from the Building Permit System.
- Building Official is available by appointment only.

Inspection Request

- Inspection request line (559) 992-2151 ext. 2104.
- All inspection must be requested and scheduled prior to 8:00 am on the day of inspection. Request received after 8:00 am will be scheduled on the next inspection day.
- Special inspection request must be approved by the Building Official or his or her representative.
- Building inspections are performed on Tuesdays and Thursdays.
- AM inspections are between the hours of 9:00 am and 12:00 pm
- PM inspections are between 1:30 pm and 4:00 pm.

Mandatory documentation required at all inspections

The following information is to be placed in the garage area for all inspections except final inspection. Plans and documentation for final inspection shall be placed on the kitchen counter.

1. Complete set of City approved and stamped plans with the correct orientation for that site
2. Complete set of City approved and stamped engineered truss drawings for that roof elevation
3. Complete set of City approved and stamped Title 24 energy calculations.
4. All Engineering documents and calculations.
5. All prior correction notices.
6. At final inspection, smoke alarm and carbon monoxide statement of compliance.
7. Inspection card must be on site and available at all inspections

Any of the above not on the job site at the time of inspection is reason for cancellation by the inspector. Cancellations by the inspector can result in a re-inspection fee.

V. FIELD RE-INSPECTION

Re-inspection fee will be charged if necessary. Re-inspection schedule report is generated from the system twice a week (Tuesday and Thursday) for follow-up.

VI. REFUND OF BUILDING PERMIT FEE

- a. The building permit must be cancelled by the owner or permit holder in writing within sixty (60) days of the issuance of the permit.
- b. No work shall have commenced on the project for which such permit was issued. If inspections have been performed, the costs will be deducted from the refund amount (\$110.00 per inspection or hour). In this case the items in the refund table below may not apply.
- c. The original permit, along with the inspection job card, shall be surrendered to receive any refund.
- d. An inspection of the site by the Building and Safety division will be performed to verify the extent of the work performed, if any.
- e. If all the above are met and approved, a claim for the refund will be submitted to the Finance Department for process. Check refund generally takes three (3) weeks and will be sent via regular mail.
- f. No refund money will be rolled over to another permit. A separate check or cash action is required should you obtain another permit.

Refunds to the customer are as follows:

Building Inspection fee:	80%
Plan Check Fee:	0%
Plumbing Permit	80%
Electrical Permit	80%
Mechanical Permit	80%
Seismic Fee	0%
Building Standards	0%
City Impact Fees	100%
County Impact Fees	100%
School fees	100%
IT fee	0%
Training fee	0%

VII. REPORTING

All inspection results are entered and monitored daily through the Community Development Building Permit System.

VIII. CERTIFICATE OF OCCUPANCY

Certificate of Occupancy will be issued upon completion of final building inspection. For additional Certificate of Occupancy shall be charged a fee of \$ 25.00

IX. BUILDING DOCUMENTS

Maintenance or retention of records is based on State of California and the City of Corcoran's Document Retention Policy.

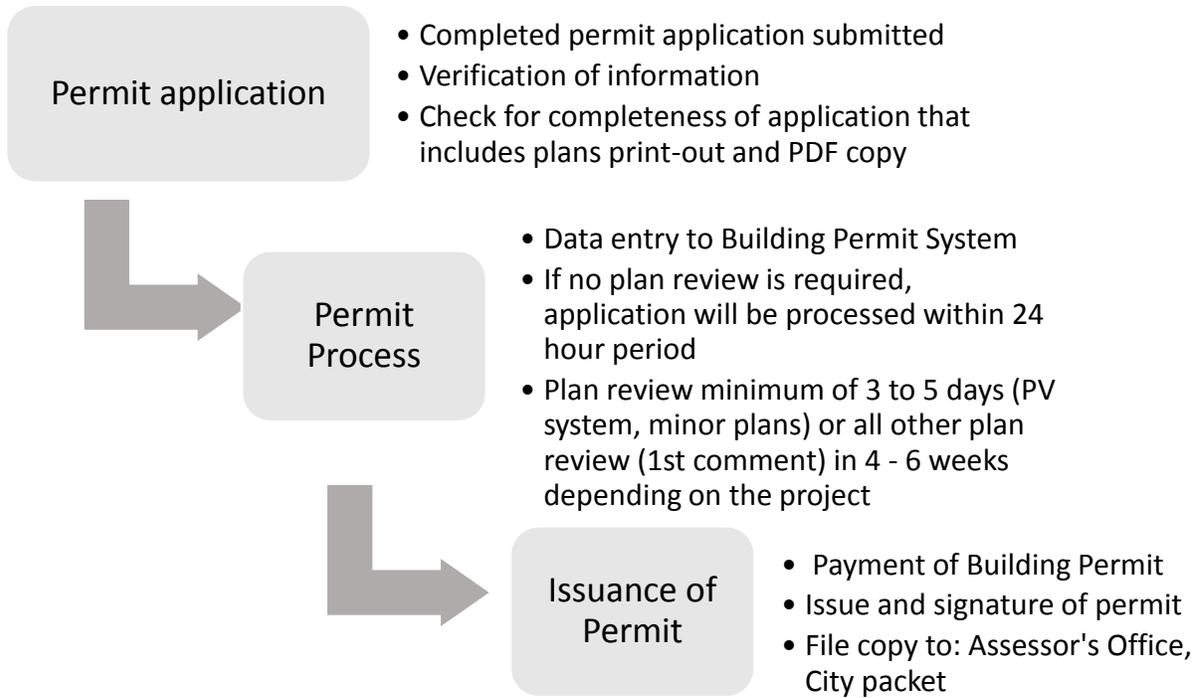
X. Adoption of Standard Operating Procedures.

The Community Development Director may adopt additional standard operating procedures to implement Corcoran Code provisions relating to building code enforcement and these policies.

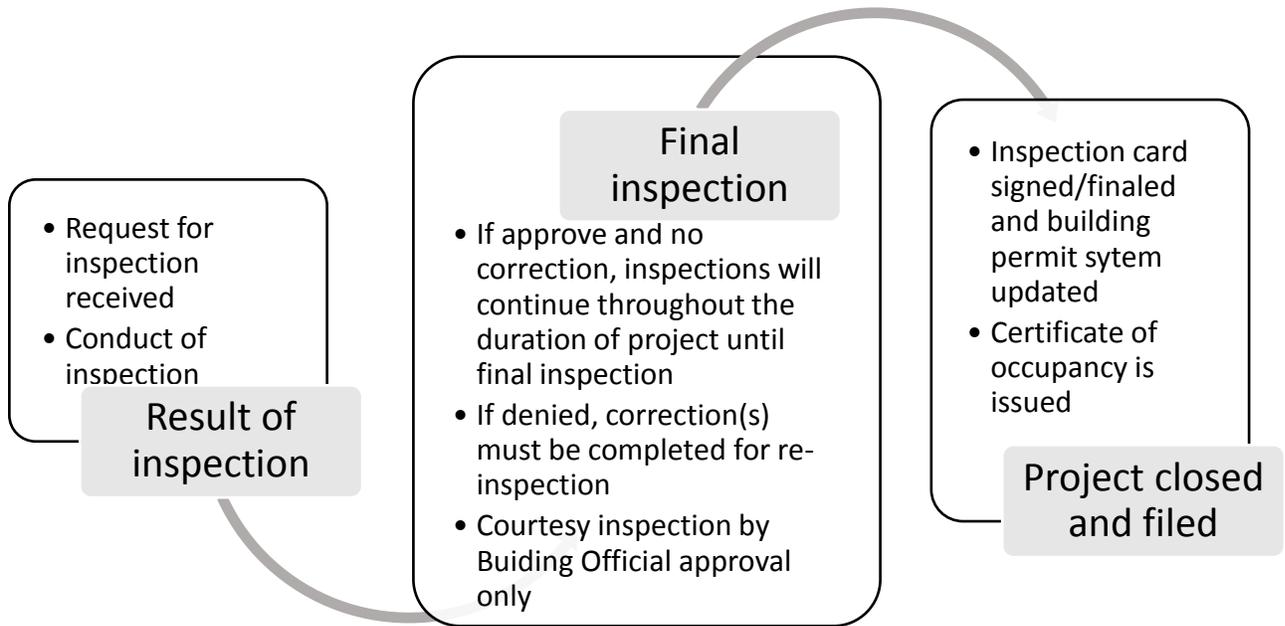
XI. Interpretation

These policies and procedures are to be interpreted to maximize both the efficiency of building code enforcement compliance with Federal, State and City Codes. Nothing in this policy manual shall be interpreted to require the City to act or to refrain from acting or to establish a standard of care for City actions.

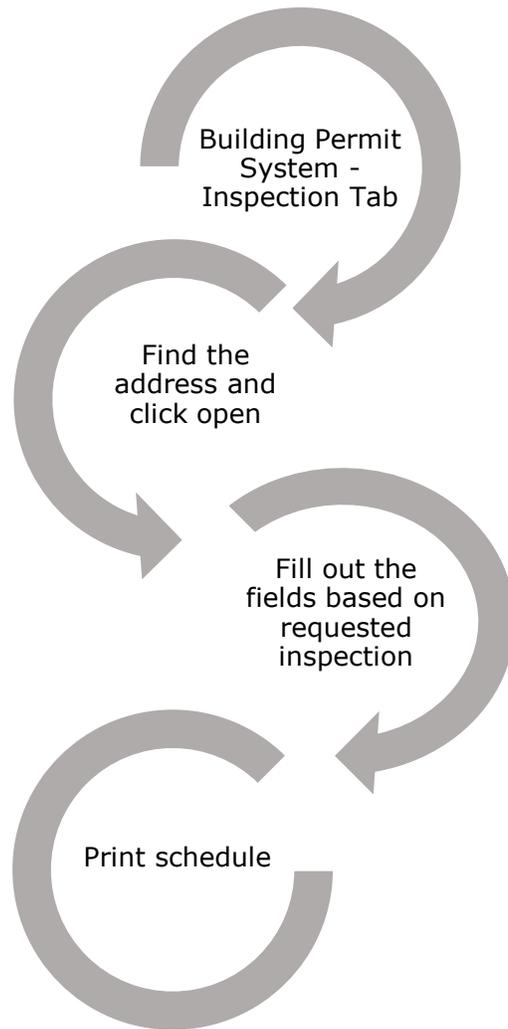
BUILDING PERMIT SUBMITTAL FLOW CHART



BUILDING INSPECTION FLOW CHART

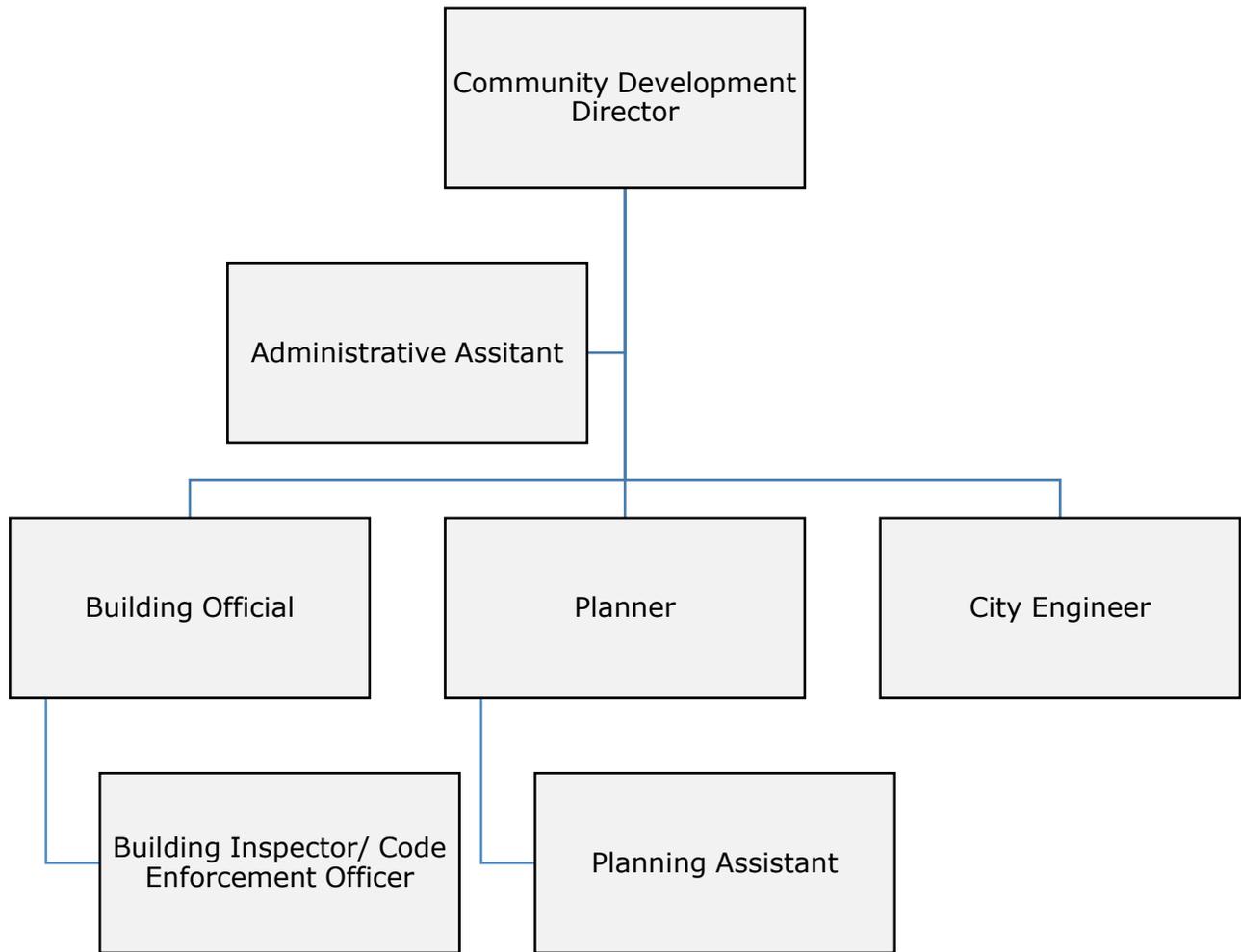


DAILY INSPECTION SCHEDULE FLOW CHART



**ORGANIZATIONAL CHART
COMMUNITY DEVELOPMENT DEPARTMENT**

BUILDING DIVISION



**CODE ENFORCEMENT
NEIGHBORHOOD
PRESERVATION DIVISION**

CITY OF CORCORAN POLICY AND PROCEDURE MANUAL

CODE ENFORCEMENT NEIGHBORHOOD PRESERVATION

I. INTRODUCTION

The City Council adopted City Codes specifically designed to address public nuisances and to maintain a clean environment for all citizens in the community. The objective of the [Code Enforcement Neighborhood Preservation](#) Division is to promote and maintain a safe and desirable living environment in both the Commercial and Residential zone areas, while insuring that all new and existing buildings, structures, and properties are constructed and maintained according to the California title 24 Code of Regulations, California Health and Safety Code, and the Uniform Code for the Abatement of Dangerous Building. Additionally, Neighborhood Preservation, Code Enforcement monitors and enforces city zoning codes and other city codes and ordinances. Code Enforcement Neighborhood Preservation's primary objective is assuring the citizens of Corcoran are provided with clean, safe, well managed, aesthetically pleasing, and environmentally pleasant city to live in and raise a family. One of Code Enforcements most valuable resources in our daily efforts to ensure our objective, is our citizens. ***As a department we are few, but as a community we are many.*** We appreciate your involvement and concern for your neighborhood and community

II. SCOPE OF CODE ENFORCEMENT

The purpose of this policy is to provide guidelines to the City's Code Enforcement staff. While city staff are expected to act consistently with these policies, compliance or noncompliance with these policies may not be used as a defense against an enforcement action or civil proceeding. Staffing levels and other resources may vary and affect the City's response. The specific facts of a situation may make a different approach appropriate. City Code Enforcement staff are authorized to exercise discretion in enforcement or in refraining from enforcement. Exercise of discretion shall be done in a non-discriminatory manner.

Code Enforcement Neighborhood Preservation Objectives.

- 1. Elimination of life safety violation** which constitutes an immediate hazard or danger to the citizens of Corcoran.

- 2. Promptly correct and resolve violations** that have the potential of causing danger to the health and safety of the residence, visitors and environment of the City of Corcoran.
- 3. Improve and maintain the quality of life** throughout the community by enforcing various adopted ordinances and establishing education and awareness of all aspects of city regulations and code enforcement.
- 4. Achieve voluntary compliance** through a variety of ongoing effective education and awareness efforts and through community interaction.
- 5. Community outreach and involvement.** Staff shall make reasonable efforts to recognize and promote community outreach and neighborhood involvement and actively listen to and present ideas and approaches to solving enforcement problems to organizations and individuals willing to participate.
- 6. Preserving housing stock.** (Broken Windows Theory) As the housing stock ages it is necessary and appropriate to regularly monitor and evaluate its' condition to prevent dilapidation and blight from occurring. It is important to pay close attention to minor situations to insure that they don't gradually escalate into more serious problems that will take substantial resources to resolve. The goal is to preserve the existing housing stock through regular effective maintenance thus reducing the likelihood that it will become substandard and potentially uninhabitable.
- 7. Encourage and support home ownership and home preservation.** Through the City sponsored First Time Buyer Program and the Rehabilitation Program qualified individual can receive assistance acquiring a home or rehabbing and existing home. Home ownership and preservation is a substantial financial commitment by an individual to this community and this commitment should be recognized and efforts to assist them further with code enforcement through neighborhood preservation shall be paramount to staff and management of Community Development. Pride in ownership and pride in our homes and community is contagious thus providing the necessary momentum to facilitate a grass roots movement for positive change in a neighborhood and community.
- 8. Resource Investment** While it is necessary to solve specific problems, in certain instances it may be necessary and appropriate to solve the immediate concern and then focus on the bigger picture. In those situations it may be appropriate to allocate additional resources with the recognition that the additional effort and expense may help solve the greater problem and reduce future cost incurred. All departmental staff members should be encouraged to cross department organizational lines to work together in solving problems.
- 9. Letter versus Spirit of the law:** Staff is tasked with enforcing many codes. It is crucial that staff recognizes the difference between the letter of the law and the spirit of the law. In enforcement action staff is encouraged to ensure that the intent and spirit of the code are met in enforcement actions

undertaken. Staff is encouraged to be creative in problem solving however, serious violations that pose a significant threat to public safety reduce the possibility of creative or flexible problem solving and will require more immediate and traditional problem solving strategies. Staff must understand that each situation may be very similar and approaches to solving the situation and abating the problem or violation must be determined on a case to case basis

Case Prioritization

All complaints received shall be prioritized in one of three categories based on the seriousness of the complaint. Priority one complaints shall be reviewed and discussed with the Building Official or Director prior to action. Complaints may be re categorized, elevated or reduced in priority based on inspections and documentation.

Priority one: Priority one complaints are the most serious in nature and may require an immediate response. These situations may pose an immediate threat or substantial endangerment to the public health and safety. Some examples of priority one complaints would be:

Severe Property maintenance

- Raw sewage
- Accessible swimming pools
- Exposed live electrical wiring
- Natural gas leaks
- Habitation without utilities
- Theft of utilities
- Structures at risk of collapse (Requires building maintenance permit)
- Slip, trip and fall hazards
- Visual or physical obstructions
- Appliances accessible with door unsecured
- Illegal dumping of garbage on public or private property, City right-of-ways and alleys;
- Fire hazards

Summary abatement within 48 hour notice of public nuisance;
Summary abatement must be approved by the Building Official;
Seven (7) day or thirty (30) day formal Notice and Order;
Final Notice and Order and issuance of administrative fines for all violations.

Priority Two: Priority two complaint are serious violations but do not require immediate response. Some examples of priority two complaints would be:

- Junk and debris, such as old furniture, car parts, appliances or other visual nuisances;
- Public/Private Nuisance behavior
- Substandard housing (non-life threatening)
- Missing smoke detectors or carbon monoxide alarms
- Infestations
- Obstruction of a public right-of-way
- Water violations or water waste
- Failure to comply with "Unsafe to Occupy" or Stop work notices
- Inoperable or abandoned vehicles on public streets and private property;
- Weed abatement
- Construction without permits
- Inappropriate land use
- Cannabis violations
- Zoning Code violations/parking on lawn/Illegal or abandon signs **Note: (Parking on the lawn receives an automatic Administrative fine)**
- The illegal placement of fences, located in the front yards, street side yards, along alleys or other public right-of-ways;

Compliance within seven (7) days or thirty (30) days formal Notice and Order;
 Final Notice and Order;
 Administrative fines shall be issued for all violations that receive a final Notice and Order.

Priority three: Priority three complains will be regulatory violations or involve quality of life situations. While all complaints received are important these complains will be dealt with as staff time permits. Some examples of priority three complains would be:

- Unlicensed contractor(s)
- Fence construction /placement
- Canopy/shed placement
- Chickens/Roosters
- Unlicensed vendors
- Business without license/Home occupation
- Excessive yard sales
- RV use as living space

Compliance within thirty (30) days formal Notice and Order;
 Final Notice and Order;
 Administrative fines shall be issued for all violations that receive a final Notice and Order.

III. CASE MANAGEMENT PROCEDURE

1. Receipt of complaint:
2. Complaints will be handled by staff according to the seriousness of the violation through the prioritization process.
3. The seriousness of the violation is determined on whether the violation poses an immediate or imminent threat or substantial endangerment to the public.
 - a. Complaints can be received in different avenues
 - Telephone calls
 - Anonymous complaint
 - Complaint filed at City Hall
 - Letter
 - E-mail or website
 - City staff generated complaints
 - b. Confidentiality
 - All code enforcement complaints are confidential

It is Code Enforcement policy to maintain the confidentiality of code enforcement files, computer records, pictures, CD discs, flash drives, or external hard drives that may hold code enforcement records within the recognized legal constraints.

It is important to maintain this confidentiality to assure the citizen's right to report violations and to ensure their safety. Additionally, confidentially assists with effective investigation and prosecution of code violations. Open code enforcement case may be withheld from public disclosure however, closed case files are subject to the statutes of governing public records and discovery.

4. PROPERTY OWNER INFORMATION SEARCH

Source of information regarding property owner is Kings County Assessor's Information System or other programs as necessary to verify ownership. Municipal Ordinance 4-1-1 states that the property owner is responsible to maintain the property.

5. CONSENT/RIGHT OF ENTRY

a. Consent is secured from the property owner and/or tenant to grant access to the property by sending Notice of Intent to inspect via regular and/or certified mail.

b. If the City Officials determined a reasonable cause that the property is in violation, in a condition that is unsafe to occupy, health and safety issues occur, the Building Official and/or his/her representative may inspect the property. If the property owner refuses to grant entry, a search warrant may also be obtained.

If the property owner will not allow access for inspection of the code violations the Building Official shall prepare inspection warrants. If warrants are issued the Code Enforcement Officer shall not perform the inspection without the presence of a Police Officer and the Building Official.

c. Due diligence will be made to get in touch with the property owner before inspection.

6. FIELD INSPECTION/VALIDATION OF COMPLAINT

The purpose:

1. To verify the existence and severity of code violations;
2. To document code violations by means of notes, photographs, witness interviews etc;
3. To obtain supporting evidence, such as names and statements of potential witnesses;
4. To verify and notify other departments and outside agencies of potential violations that are within their authority.

Upon receiving a complaint, Code Enforcement will conduct field investigation to verify the existence of the violation or complaint; document the violation by taking photos, interviews, etc.;

If the property is occupied, Code Enforcement will provide information regarding the procedures; correction of violation and compliance; penalties or fines associated with the violation; avoid future violation

When possible during the field investigation, Code Enforcement will make contact and discuss the violations with the property owner, occupant or other responsible parties and provide information and education regarding:

1. The nature of the code violation(s)
2. Methods of complying with the code(s)

3. Timelines for compliance
4. Code Enforcement procedures
5. Potential consequences for failure to comply

7. CASE ENTRY ON THE SYSTEM

- a. All complaints or violations, documents , correspondence and notes are entered into the program
- b. Assignment of case number
- c. Information includes property owner, type of violation, correction to violation, date of inspection, follow-up inspection date, photos, cost recovery fee, lien, notes, etc.
- d. Sub-Standard Building printout case folder is also made per case

8. DOCUMENTATION, NOTIFICATION AND PHOTO

- a. The Code Enforcement Officer will document all violations through available code enforcement mechanisms and tools.
- b. All notes, email, photos and field forms of every inspection of violation or witness of violation shall be kept in the official case file.
- c. The Code Enforcement Officer shall up load all information to the provide program and make copies in a green Sub- standard file with typical labels. All Code Enforcement files may be subject to court proceeding. The green file should be kept in a complete organize manner as determined by the Building Official.
- d. The Code Enforcement Officer shall prepare a Notice and Order as provided, and send by both regular and certified mail to all owners of the property. Types of Notice and Order are as follows;
 - Notice and Order: Unsafe to Occupy
 - Notice and Order: Clean, Remove, or Repair a Public Nuisance

If the Building Official determines that a building, structure or property is "Unsafe to Occupy" (UTO), the UTO post shall be signed and posted at each door. Only the Building Official can sign an "Unsafe to Occupy" posting and Notice and Order. Once a building, structure or property has been posted UTO no one shall occupy or enter the premises without permission of the Building Official.

9. VOLUNTARY COMPLIANCE OR ABATEMENT

Property owner is given substantial amount of time, depending on the severity of violation, to abate or for voluntary compliance. The system will be updated as a Removed by Owner (RBO), once completed through a re-inspection.

10. ADMINISTRATIVE CITATION

Violations of municipal code and city ordinances will result in the issuance of administrative citations. Each violation can result in separate citation imposed are as follows:

- 1st violation - \$ 100.00 in a twelve-month period
- 2nd violation - \$ 200.00 in a twelve-month period
- 3rd violation - \$ 500.00 in a twelve-month period

Cited person has the right to appeal the citation within thirty (30) days of issuance of an administrative citation. Citation Appeal Process as follows:

- A request for citation appeal must be provided within 30 days of the date of the citation. Citation appeal form must be completed and submitted to:

Community Development Director
832 Whitley Avenue, Corcoran, CA 93212

- Deposit for the total penalty amount as appeared on the citation notice is required. Payment shall be made to the City of Corcoran.
- Upon receipt of completed form and deposit amount, the Community Development staff will notify you of the date and time of the appeal hearing.
- Appeals for hearing will presided by a Hearing Officer on the third Wednesday of each month at the City of Corcoran. The person that was cited must be present, otherwise a letter designating a representative is required. Failure to appear will result in automatic dismissal of the appeal and citation will be upheld.
- If the appeal is successful or approved, the full penalty amount placed as deposit will be refunded. The deposit will not be refunded if the appeal is denied.

11. COST RECOVERY FEE AND TITLE CLOUD

In the event that the property owner fails to comply and correct the violations on the property:

- a. City of Corcoran will issue citation and may issue/record a Notice of Pendency of Action (Title Cloud) to recover costs incurred by the City in

specific property. Termination of Notice of Pendency of Action will be released upon compliance or correction of violations and upon receipt of cost recovery payment. Original copy will be given to the property owner who is responsible to record the document with Kings County.

12. FIELD RE-INSPECTION

Follow-up inspection of the property in violation is based on the date entered into the system. Re-inspection schedule report is being generated from the system three times in a week (Monday, Wednesday and Friday) for follow-up.

13. REPORTING

All violations received are entered and monitored through the Community Development program.

14. CLOSE CASE

A case is considered close if violations have been abated, cost recovery payment has been received and Notice of Pendency of Action is released.

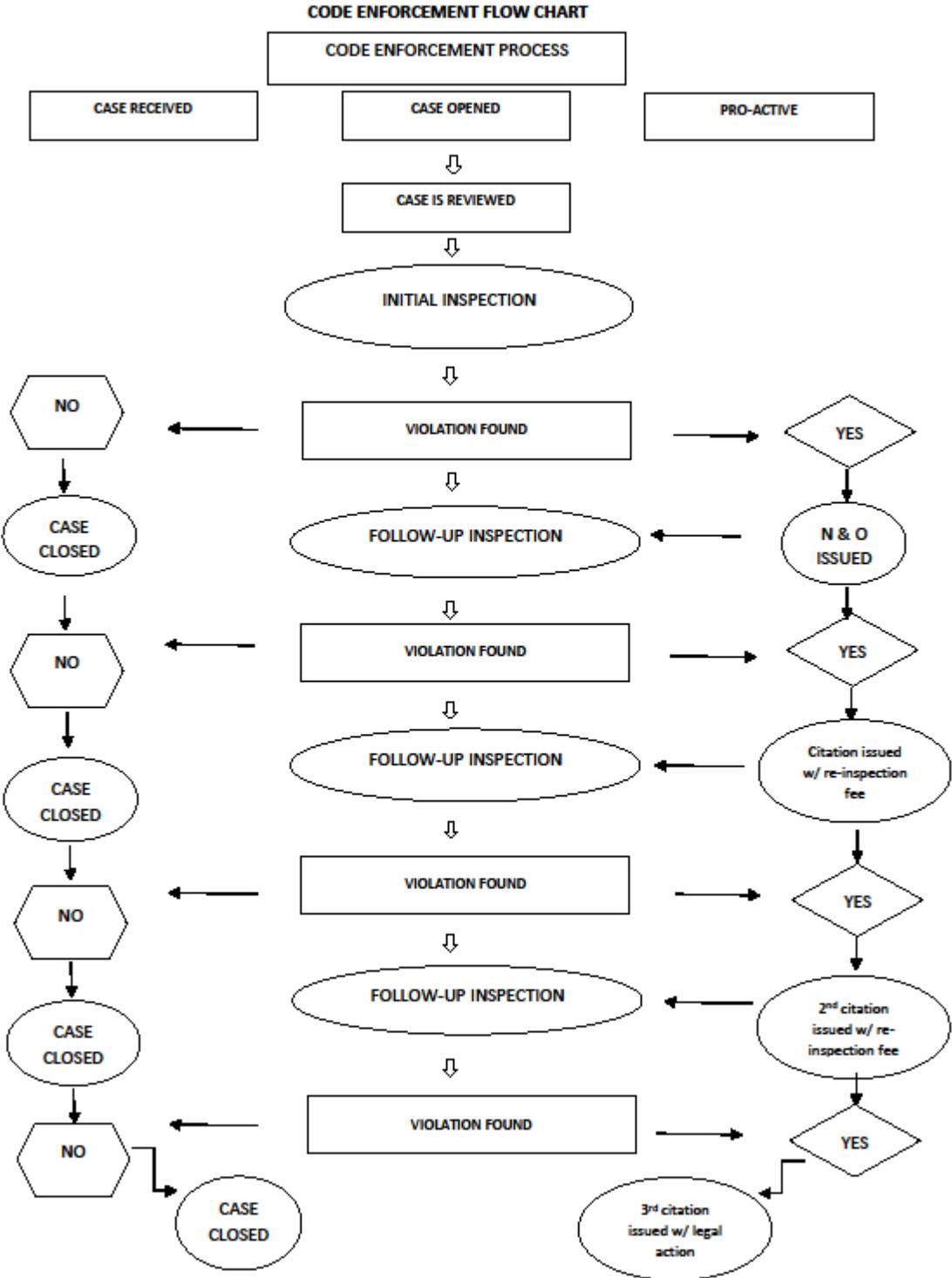
Maintenance or retention of records is based on the City of Corcoran's Document Retention Policy.

IV. Adoption of Standard operating procedures.

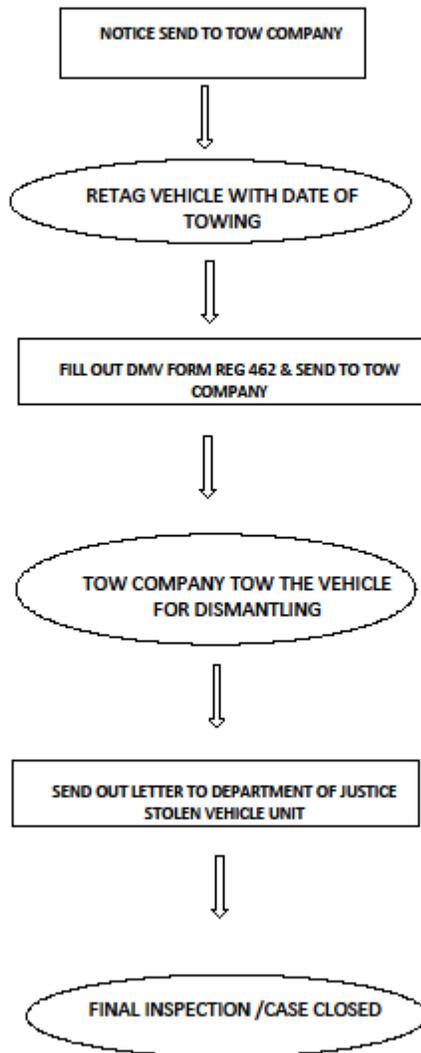
The Community Development Director may adopt additional standard operating procedures to implement Corcoran Code provisions relating to code enforcement and these policies.

V. Interpretation

These policies and procedures are to be interpreted to maximize both the efficiency of code enforcement compliance with Federal, State and City Codes. Nothing in this policy manual shall be interpreted to require the City to act or to refrain from acting or to establish a standard of care for City actions.

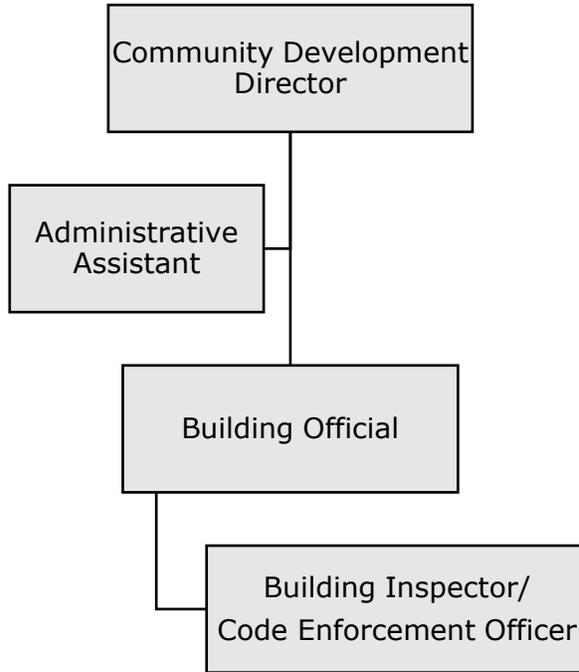


TOW OF TAGGED VEHICLE FLOW CHART



**ORGANIZATIONAL CHART
COMMUNITY DEVELOPMENT DEPARTMENT**

CODE ENFORCEMENT NEIGHBORHOOD PRESERVATION DIVISION



HOUSING DIVISION

CITY OF CORCORAN POLICY AND PROCEDURE MANUAL

HOUSING DIVISION

I. MISSION STATEMENT

The City of Corcoran Housing Program, funded by the HOME Investment Partnerships Program, Community Block Fund Grant, and CalHOME are designed to expand the supply of decent, safe, sanitary and affordable housing within the financial means of the people living in the community.

The program is designed to assist family or individual with very low, low and moderate-income to purchase a home for the first time. The program also helps to preserve existing housing where possible, correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units. All assistance will be in the form of loans and grants available for first time home buyer and achieve cost-effective repairs for low-income owner-occupied households within the city limits.

II. SCOPE OF HOUSING

- A. Housing Rehabilitation** - Assistance with housing repairs and renovations like roofing, electrical, plumbing, foundation, windows, heating and cooling, insulation, structural and handicap modifications. The loan program is a no interest/no monthly loan payments for eligible households.
- B. First Time Home Buyer Program** – Assistance with qualified individual or family to own a home for the first time within the City of Corcoran. The program offers no interest/no monthly loan payments for eligible households. The City of Corcoran will act as a secondary loan to purchase a home.
- C. Emergency Repair Grant Program** - the program is designed to help those in urgent need of daily necessities that compromises health and safety, such as problems with water and/or sewer systems, heating and cooling. These funds are provided as a grant to the qualifying household.

The City of Corcoran in partnership with Self-Help Enterprises (S.H.E.) is a non-profit organization dedicated to improving the living conditions of low-income persons. Self-Help Enterprises has been serving the Central Valley since 1965.

III. FIRST-TIME HOME BUYER

The City of Corcoran is referred to as the "Sponsor," has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program is designed to provide assistance to eligible homebuyers in purchasing homes. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by Self-Help Enterprises as the "Program Operator".

1. MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

2. APPLICATION PROCESS AND SELECTION

- a. Applicants are placed on the list directed to Program Operator. Each applicant must participate in the Homebuyer Counseling and Education Program and receive a certificate of completion to be eligible for the Sponsor's Homebuyer Program.
- b. The potential homebuyer is advised to interview and compare lenders to start the pre-qualification process for a primary loan. Potential homebuyers are advised that funds will be available on a first-come, first-served basis upon receipt of a complete application package and pre-qualification letter from the applicant's primary lender.
- c. The Program Operator will provide an income and asset form, submission form, and lender cover letter to the potential homebuyer's primary lender for completion. In addition to these documents, the primary lender must submit a complete application package and pre-qualification letter to the Program Operator on behalf of the applicant. Completed applications are processed on a first-come, first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification information is included. Incomplete applications are returned to the primary lender and will not be date/time stamped until complete.

- d. Upon receipt of a complete application package, the Program Operator will confirm Program eligibility of the potential homebuyer. Upon eligibility confirmation, the Program Operator will send both the potential homebuyer and primary lender the following documents: pre-qualification letter, mortgage commitment letter with a list of conditions, Sellers Lead-Based Paint (LBP) Disclosure and Notice to Seller. In the event the potential homebuyer is found to be ineligible, the applicant will receive a denial letter with an explanation of the reason(s) for denial and the appeal process.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant will receive a denial letter with an explanation and may re-apply after six months have elapsed from the time of written assistance denial.

- e. The potential homebuyer is given 90 days in order to find a qualified home. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

3. HOME PURCHASE PROCESS

Primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

- a. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit, homebuyer shall provide seller with a disclosure. containing the following provisions:

- Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
- Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
- The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
- All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller;
- Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
- The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior

to submission of the purchase offer.

- If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.

- b. Applicant submits executed standard form, purchase and sale agreement, and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.

3.3 Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.

3.4 When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.

3.5 At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

4. HOME BUYER COSTS

- a. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.

4.2 Homebuyer funds shall be used in the following order:

- Down payment – Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more, if desired.

- To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points; customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.
- After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.

4.3 If the items in B.2), above cannot be satisfied with homebuyer funds, the Sponsor will provide additional Program loan assistance to cover the remaining balance.

4.4 Sponsor subsidy will reduce the amount of the primary lender's loan so that the payments of monthly housing costs are within approximately 25% to 35% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program. The Sponsor's subsidy cannot exceed fifty percent (50%) of the acquisition costs (purchase price plus all closing costs).

4.5 Sponsor's subsidy cannot exceed the amount of the primary mortgage.

For CDBG ONLY:

The Individual Development Account (IDA) Program is designed to assist participants in developing a savings pattern and eventually in purchasing a lasting asset, in the form of funds saved for Homebuyer down payments and closing costs.

- To receive IDA Program approval, each participant must be employed and receiving "earned income".
- Following approval, Self-Help Enterprises (the "IDA Program Operator") will open an account at the IDA approved partner bank.
- Enrollment in the IDA Program is considered complete once each participant completes a mandatory nine (9) hours of Financial Fitness Education. This includes a two (2) hour session with a banker which occurs during their first visit to make their initial bank deposit. Each participant must also complete eight (8) hours of Homebuyer Counseling and Education within six (6) months of enrollment.
- Each participant is required to make a minimum monthly deposit of twenty-five dollars (\$25) into the savings account established by the IDA Program Operator. The minimum length of participation in the IDA Program is six (6) months and the participant may not miss more than three (3) deposits within a twelve (12) month period.
- Each participant will receive a 3:1 match up to the first \$1,000 of their savings. There is a maximum of three thousand dollars (\$3,000) match

per participant and six thousand dollars (\$6,000) match per household. The maximum three thousand dollars (\$3,000) match funds are made up of one thousand five hundred dollars (\$1,500) in Federal Funds from California Coalition of Rural Housing (CCRH) and one thousand five hundred dollars (\$1,500) Non-Federal Funds from Sponsor.

- Participants will receive quarterly account updates showing the amount of matching funds earned.
- Matching funds, that are not CDBG funds, will remain in the project reserve account until a property has been located, escrow is opened, and a withdrawal request has been approved; at which time, funds will be sent directly to escrow on behalf of the participant.
- All match funds must be used to purchase a home. Any unused match funds will be applied as a principal reduction. If a participant terminates their IDA involvement prior to purchasing a home, the participant will only have access to the funds they have deposited. If a participant closes the savings account established by the IDA Program Operator, IDA Program involvement will be considered terminated

5. HOME BUYER COSTS

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: online education, one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets.

6. CONFLICT OF INTEREST REQUIREMENTS BUYER COSTS

When the Sponsor's Program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Sections 570.489 (h) and 570.611, as well as 18 U.S. Code Section 208 shall be followed for CDBG assistance, and for CalHome funded programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or sub recipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from

participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

8. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD Program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year.

The link to the official HCD maintained income limits is:

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

Household: Means one or more persons who will occupy a housing unit. For HOME and CDBG, unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

9. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD Program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

a. Household Income Definition:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine Program eligibility. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

9.2 Assets:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. ***(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)***

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings and costs for selling real property. For HOME and CDBG, the cash value (rather than the market value) of an item is counted as an asset. For CalHome, the market value of an item is counted as an asset.

10. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded Programs may assist eligible homebuyers who are not "first-time" homebuyers.

HOME and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(l) Title 25 California Code of Regulations:

"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- 1) a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years,

- worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- 2) a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
 - 3) an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

11. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: "Within the Corcoran City limits."
- B. Housing unit types eligible for the Homebuyer Program are new or previously owned single-family residences, condominiums, or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. For HOME-funded Programs, housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. In addition, in-ground pools may not be eligible if the cost of pool maintenance and operation (utilities) causes the housing ratio to exceed 35%."

Exceptions for these reasons must be approved by the Loan Review Committee and must be documented for monitoring purposes.

- D. All housing units must be in compliance with State and local codes and ordinances.
- E. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the Sponsor as loss payee in order to close escrow.

12. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if:

- a. Repair prior to close of escrow. The buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense; or,
 - b. HOME acquisition and rehabilitation loan. If HOME funds are available, the buyer may use some of the Sponsor's First-Time Homebuyer loan and other funds to make necessary and other repairs, up to a maximum of 100% combined loan-to-value, unless up to 105% based on the purchase transaction. All health and safety hazards and code violations must be addressed under this option. Examples of allowable expenses include, but are not limited to: foundation repair, electrical repair or rewiring, plumbing or sewer repair, roof repair or replacement, heating and cooling system installation or repair, water damage repair, and repair of structurally-significant damaged wood. Weatherization, energy-related improvements, and General Property Improvements are allowable, but General Property Improvements are limited to a maximum of 15% of the overall rehabilitation cost. Buyers should note that the use of any Program funds for rehabilitation on a home built before 1978 may incur additional lead-based paint testing. Hiring of a contractor and completion of repairs will be conducted in accordance with the section entitled "Acquisition with Rehabilitation Process" below.
- 2) New homes must comply with current local health and safety standards and all applicable federal, state, and local building codes as evidenced by a building permit finalized by the City Building Division.

- 3) When the Sponsor's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C. will apply.
- 4) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in place. The Program Operator will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.
- 5) With the exception of 1) ii. above, upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period. Note – This does not apply to CDBG and CalHome assistance.

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- C. Lead-Based Paint Hazards: All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME

and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these Programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "*Protect Your Family From Lead in Your Home*". (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
 - 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the project in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (See Attachment I).

13. ACQUISITION WITH REHABILITATION PROCESS (FOR HOME FUNDED)

As noted above, when HOME funding is available for First-Time Homebuyer assistance, funds (from all sources) may be used to bring the unit into compliance with health and safety standards, and/or to correct code violations. If such repairs are required, a portion of this money may be used to make accessibility modifications for a household member with a disability. Weatherization, energy-

related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost.

IMPORTANT: No later than six (6) months following close of escrow, repairs to the housing unit must address ALL health and safety and code issues, to be in compliance with HOME regulations; otherwise, the loan becomes due and payable.

If a portion of the Program loan is used for acquisition with rehabilitation, the following process will be followed:

- A. The buyer will be responsible for obtaining three (3) bids from qualified licensed contractors. The Sponsor's Program Operator has a list of qualified contractors, or the applicant may solicit bids from other licensed contractors if they meet the standards described below.
- B. Any funds used for rehabilitation on homes built prior to 1978 will require testing for lead based paint. If the total rehabilitation funds are equal to or less than \$5,000, all surfaces disturbed during rehabilitation and lead hazard reduction must be repaired using safe work practices. If total rehabilitation is between \$5,000 and \$10,000, lead based paint must either be presumed to be present or testing and risk assessment are required. Lead hazard reduction activities must be conducted using safe work practices. The Sponsor will provide a grant to cover all expenses incurred as a result of lead-based paint as noted in the section entitled *Lead Based Paint Hazards* above.
- C. Contractors must hold a current and valid State of California General Contractor's license if the work consists of correction of health and safety issues or code violations. For accessibility modifications, the Sponsor may exercise discretion regarding contractors' requirements. The contractor may not be on the State or Federal debarred contractor lists. The contractor must have current and valid general liability and workmen's compensation insurance if applicable. The contractor must provide a one-year warranty for the work per State regulations.
- D. The buyer will review the bids with the Program Operator and the Sponsor to ensure that the scope of work will correct any deficiencies, that it only includes allowable expenses and that the bids are reasonable, competitive and complete.
- E. The applicant will select a contractor from one of the Sponsor's/Program Operator's approved bids. All bidding contractors will be notified of the status of their proposals.
- F. The applicant will enter into a contract with the contractor selected (see Attachment J).

- G. The contractor will be responsible for securing all required permits for the scope of work.
- H. Work may not commence until the close of the acquisition loan.
- I. As work progresses, the contractor shall provide the buyer with a completed Payment and Construction Approval form (Attachment K) to request progress payments as outlined in the contract terms. The form must be signed by the contractor, the buyer, and the Program Operator before a payment may be issued to the contractor.
- J. Final payment of a 10% retention will be released to contractor once the contractor submits the following to the Program Operator: (1) lien releases from any subcontractors, material suppliers, and laborers; (2) final or signed off Building Inspection card for contracted work (if applicable); and (3) Notice of Completion.

14. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or Program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a

residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

15. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.

- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded Programs).

16. PURCHASE PRICE LIMITS

The purchase price limits and appraised post-rehabilitation value for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD or HUD.

Note: For HOME- and CalHome-funded Programs the home purchase price of owner-occupied and homebuyer properties must be limited as follows: For CalHome-funded Programs, the maximum allowable sales price or the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located; for HOME-funded loans the value (with or without rehabilitation) cannot exceed 95 percent of the area median purchase price as established by HCD and HUD.

17. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

18. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 25% and 42% and is

the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments. **Note:** *Qualifying ratio guidelines can be somewhat flexible depending on the loan-to-value ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense. These exceptions will be approved by the Sponsor's loan committee and documented for the file.*

19. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA. No temporary interest rate buy-downs are permitted.

20. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

21. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

22. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed more than \$60,000, regardless of the source of funds. For HOME and CDBG, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit for Sponsor's County per bedroom per the HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml#cdbg> and **shall never exceed the amount of the primary mortgage.** See Attachment C.

Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance (for HOME-funded projects only), as well as activity delivery, shall be included in this amount, but will not be a part of the loan. For Programs funded with CalHome funds, the maximum assistance to a homebuyer toward purchase of a home will not exceed \$60,000, which includes activity delivery.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus non-recurring closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

For HOME and CDBG, the Program loan's term shall be for as long as the primary loan, plus 15 years. For CalHome, the Program loan's term shall be for 30 years. The interest rate shall be 0% simple interest. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven (foreclosure is a forced sale; nothing is voluntarily forgiven). The loan period cannot be extended except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

Note – If it is determined by the Sponsor that repayment of a CalHome Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time, or;

2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

E. COMBINED LOAN-TO-VALUE RATIO

For CalHome, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

For HOME and CDBG, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the appraised value of the property, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

23. PROGRAM LOAN REPAYMENT

1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD Programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residency in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

- A. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:
 - 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
 - 2) a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - a. a transfer where the spouse becomes an owner of the property;
 - b. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - c. a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.
- B. For HOME and CDBG, if the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5. LOAN MONITORING PROCEDURES

Sponsor or their designated Loan Servicing Agent will annually monitor and certify in the loan file that the Borrower and their housing unit are adhering to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

6. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the

Program Operator will do an income certification (using most recent HCD Program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

7. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

9. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can

be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

10. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

24. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's Loan Committee and/or governing body. Changes shall then be sent to HCD for approval.

Definition of Exception

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

25. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- a. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- b. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

26. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first.

If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

IV. OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

The above-named entity, hereinafter referred to as the "Sponsor", has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded housing rehabilitation Programs. The rehabilitation Program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by Self-Help Enterprises, hereinafter referred to as the "Program Operator".

1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender logo and Accessibility logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a

significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any Program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis). For CDBG, a separate waiting list will be kept for homeowners in need of assistance related to a domestic water well only. Assistance will be provided to eligible homeowners on a first-come, first served basis. Homeowners who need housing rehabilitation assistance in addition to assistance related to a domestic water well will be placed on both lists. Each applicant must participate in Homeowner Coaching and Basic Home Maintenance Education (also known as post-purchase counseling and education) and receive a certificate of completion to be eligible for the Sponsor's Housing Rehabilitation Program. Coaching sessions will include budget review and development, while the hands-on class will cover general homeowner pitfalls, homeowner responsibilities, and general maintenance.

The Program Operator will contact homeowners by mail and/or by telephone to advise them of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained

for income, assets, employment, benefits, and mortgage. Title report and property values are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects needing guidance shall refer to Chapter 20 of the CDBG Grant Management Manual, Lead-Based Paint Requirements.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances. **Note: HOME funds cannot be used for curb and gutter if the curb and gutter are outside the Borrower's property line.**

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. In an effort to obtain three reasonable bids, invitations to bid are sent to eligible contractors located in the Sponsor's County and selected by the homeowner from the Active Contractor List provided by the Program Operator. Homeowners are required to select a minimum of six contractors

from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, anticipated start date, pay schedule, and anticipated date of completion, with the homeowner and contractor.

G. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note – For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the

homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3. provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

H. Start-Up/Field Inspections

Following loan approval, the construction contract and Notice to Proceed are executed. The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the project site regularly in order to check the scope of work, inspect materials, and to confirm the project is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator and Sponsor for signature approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed. However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after-rehabilitation value. For HOME-funded loans, the total of all loans on the property cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/grants-management-memos.shtml#home> the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property. In addition, the amount of HOME assistance, including Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limit found at: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's Program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.489 (h) shall be followed for CDBG assistance, and Section 92.356 of the HOME Final Rule shall be followed for HOME assistance. For CalHome funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

5. APPLICANT QUALIFICATIONS

A. Income limits

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD Program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year.

The link to the official HCD maintained income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income->

[limits.shtml](#) (for HOME and CDBG, choose "State CDBG and HOME" limits; for CalHome, choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. For HOME and CDBG, unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

B. Income qualification criteria

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD Program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing, kept in the applicant file and held in strict confidence.

HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors or income of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected income must be used, rather than past earnings, when calculating income.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5

definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. For HOME and CDBG, the cash value (rather than the market value) of an item is counted as an asset. For CalHome, the market value of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

6. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

A. Continued residency is monitored annually, per Attachment F, for the term of the loan. Occupancy will be verified, reviewed, and certified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and
2. Statement of unit's continued use as primary residence of the owner.

B. In the event that a homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.

If the loan is funded with CalHome funds, it is not transferable except under the following limited circumstances:

1. The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
2. A transfer of the Property where the spouse becomes an owner of the property;
3. A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or,
4. A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

7. PROPERTY ELIGIBILITY

A. CONDITIONS

- a) No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- b) Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- c) Property must contain a legal residential structure intended for continued residential occupancy.
- d) All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

8. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" **(Attachment E)**.

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant **(see Section 4.4. for allowable grants)**. HOME-funded

projects will only provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

9. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

10. THE PROGRAM LOAN

1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit found at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. Any approved "grant" amount for lead-based paint evaluation and reduction activities, relocation assistance, and allowable activity delivery shall be included in the maximum assistance amount, but will not be a part of the loan. See Attachment C. For CDBG funded programs the maximum assistance for rehabilitation/reconstruction will not exceed \$190,430. For Programs funded with CalHome funds, the maximum assistance for rehabilitation/reconstruction will not exceed \$60,000, which includes activity delivery.

2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- a. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME is per HOME

Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/grants-management-memos.shtml#home_13-01_for_OOR.doc, wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation value equity, based on existing loans on the property. NOTE – All HOME and CDBG reconstruction projects require a full appraisal. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note – This does not apply to CalHome projects.

- b. HOME funded units' after-rehabilitation value shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**
- c. For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located.
- d. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note – This does not apply to HOME or CDBG projects.
- e. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

3. RATES AND TERMS

- a. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the Borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL, without penalty. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
- b. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time; or,
- c. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

- In the event that a homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan shall become all due and payable.
- If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. Note: CalHome loans are not assumable.
- If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable. Note – CalHome loans are not assumable.
- If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable.
- As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.
- For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:
 - 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
 - 2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:
 - (i) a transfer where the spouse becomes an owner of the property;
 - (ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or

(iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4. GRANTS

A. CDBG funded Programs may provide grants as follows:

1. Grants are available for any of the following qualifying factors, up to a maximum of \$15,000:

- (a) Senior Citizen - at least 62 years old; or
- (b) Handicapped - only for handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
- (c) Lowest HUD Low/Mod individual – with gross annual income less than 50 percent of County median income; or
- (d) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or
- (e) Building permit and/or school fees; or
- (f) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc)
 - Grants of up to \$10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.
 - Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.
 - Grants of up to \$25,000 are available for Equity maintenance, if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
 - Grants of up to \$7,500 are available for Asbestos containment and/or removal.

B. HOME-funded projects include grants, if necessary to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD per unit subsidy limit established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.C. and 4.4.D.

- C. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- D. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
 - 1. Owner-Occupant – Limit of \$5,000.
- E. **Grants are not available in CalHome-funded Programs.**

5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimate of Value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and if possible located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimate of Value” method is to determine that the after-rehabilitation value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above. If three comparable properties cannot be found, or if there is any question regarding the after-rehab value, the ARV must be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the after-rehab value for rehabilitation projects, when the “Estimate of Value” method cannot be used. For rehabilitation projects, the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For CDBG and HOME, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. For CalHome, the cost of the appraisal will be included in the Borrower’s loan. The purpose of the appraisal is to determine that the after-rehab value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.
- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For CDBG and HOME, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. For CalHome, the cost of the appraisal will be included in the Borrower’s loan. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed

the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

6. INSURANCE

Fire Insurance

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor. Note: For CDBG, the premium may be paid by the Program loan for one year. HOME and CalHome funds cannot be used to pay insurance at any time.

Flood Insurance

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the Borrower's file. Note: For CDBG, the premium may be paid by the Program loan for one year. **HOME and CalHome funds cannot be used to pay insurance at any time.**

7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

8. PROGRAM LOAN SERVICING AND MAINTENANCE

A. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

B. RECEIVING LOAN REPAYMENTS

a. Program loan payments will be made to:

City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

b. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD Programs. The Program Sponsor will accept loan payments from Borrowers prepaying deferred loans, from Borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

C. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts Borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

D. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor, annually, for the term of the loan, which will be reviewed and certified by the Sponsor or its designated Loan Servicing Agent at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

E. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

F. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- a. The lien position of the Sponsor loan will remain the same or be advanced.
- b. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- c. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- d. The refinanced loan must have an impound account for taxes and insurances.
- e. The refinancing terms must be acceptable to the Sponsor.
- f. Only CDBG allows refinancing with CDBG funds in conjunction with rehabilitation of the unit

G. CONSTRUCTION

9. STANDARDS

A. All repair work will meet Local Building Code standards. For CDBG and CalHome, the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, all health and safety hazards must be eliminated and the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.

B. Contracting Process

1. Contracting will be done on a competitive basis.
2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board and the Sponsor.
2. Contractors will be checked against the Federal System for Award Management (SAM.gov) for debarred status. No award will be granted to a contractor on the Excluded Parties List System (EPLS).
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Sweat Equity Labor

The Sponsor does not allow sweat equity participation.

E. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

F. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded Programs needing guidance, please refer to Chapter 20 in the CDBG Grant Management Manual, Lead-Based Paint Requirements.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

10. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation Programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's Test for Reconstruction (see Attachment J).

Additionally, for HOME- and CalHome-funded projects the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

For HOME, like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).
- D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick built structures.

CalHome requires the following for manufactured housing/mobile home to stick built replacements:

1. Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.
 2. Provide written justification as to why the mobile home is being replaced and not repaired.
 3. Ensure the new structure is "reasonable" for the size of the current household.
- E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management,

including inspections and work write-ups). Activity delivery fees are considered part of the total financing; however, are not part of the loan to the Borrower.

F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue. Note – CalHome energy-related improvements must be done in conjunction with a related and CalHome eligible repair.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines. (**See Attachment C**). The Program will not fund additions to a home for a den or family room, or for any luxury items.

5. General Property Improvements

General property improvements may include replacement of a stove, oven, refrigerator, dishwasher, and/or garbage disposal; and repair or installation of fencing. Items such as refrigerators, stoves, and dishwashers that are not built in may be replaced due to incipient failure, or documented medical condition of

the homeowner, and must be of moderate quality. Luxury items (i.e., granite countertops) and certain free standing appliances (i.e., washers and dryers) are not allowed.

For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation financing amount. (Note – CalHome funds generally may not be used for non-code property improvements.) Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

11. ELIGIBLE PROJECT COSTS/ACTIVITY DELIVERY COSTS

Examples of eligible project related costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME and CDBG, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or the Program Operator, for these products and/or services. For CDBG and CalHome, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

12. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

13. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

A. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

B. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

14. DISPUTE RESOLUTION AND APPEALS PROCEDURES

A. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

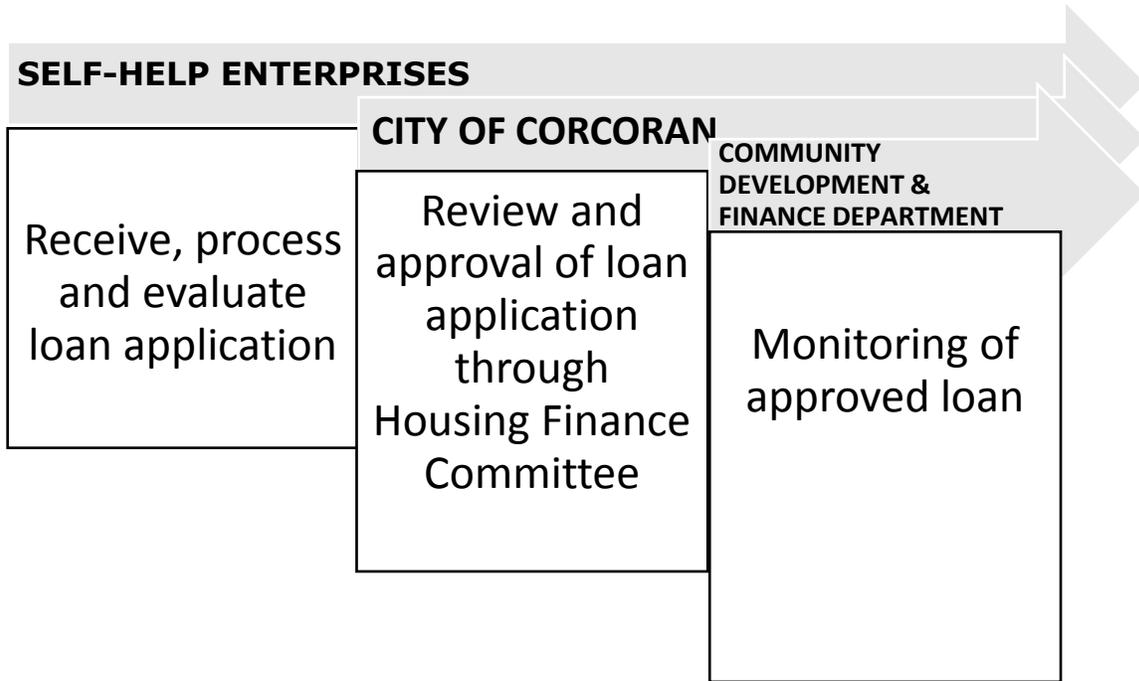
B. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the

provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

HOUSING LOAN FLOW CHART



**FLOW CHART
HOUSING LOAN**

**First-Time Home Buyer
or Rehab Loan**

- Qualification done by Contract Partner
- Pre-qualification by Community Dev't Director
- Decision by Housing Finance Committee
- Construction done by Contracted Partner
- Turn-over of loan file over to City for data entry

**Loan Monitoring
(Finance Department)**

- Annual Occupancy and insurance verification
- Loan monthly invoicing and loan payments
- Monthly loan servicing Report

Loan Assumption

- Interview meeting with family members
- Must be on Title
- CalHome is not an assumable loan
- Need to qualify for loan (as low income)
- Pay a non-refundable assumption fee
- Start of assumption process by contracted partner

**Delinquent Loan
(Community Dev't.
Department)**

- 1st Notice - for two consecutive missed payments
- 2nd Notice - on the third missed payment for meeting
- Supplemental agreement to payoff arrears
- Final Notice for non responsive Borrower for foreclosure

FORECLOSURE PROCESS

- ✓ Severely delinquent payment
- ✓ Borrower passes away with no member qualified to assume the loan or loan is not an assumable loan (CalHOME)
- ✓ Borrower vacates the property

Notification

Community Development Department

- Send 1st notification to set-up meeting via certified and regular mail
- Send 2nd notification with the date foreclosure process will start via certified and regular mail
- Send 3rd notification copy furnish city's legal counsel

With response to Borrower

Community Devevelopment Department

- Meeting set-up to avoid property foreclosure: Supplemntal Agreement to catch up with arrears
- City allows six months to one year to pay the arrears or payoff the the loan in full amount

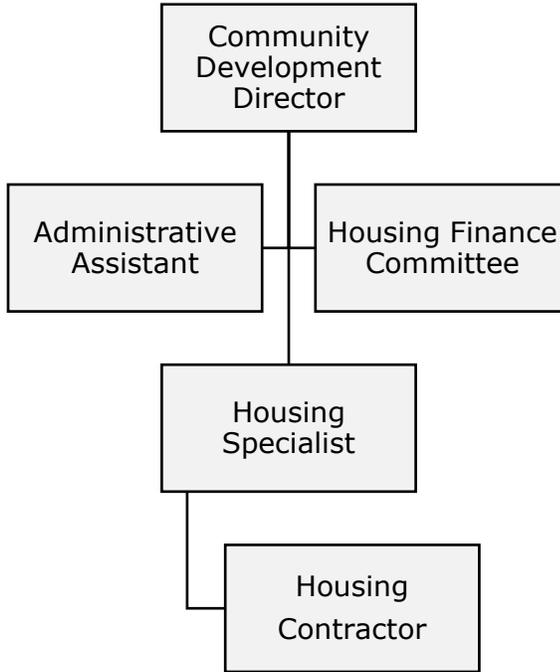
Foreclosure

City Legal Counsel

- Loan document turn-over to legal counsel
- Legal Counsel starts foreclosure process

**ORGANIZATIONAL CHART
COMMUNITY DEVELOPMENT DEPARTMENT**

HOUSING DIVISION



TRANSIT DIVISION

**CITY OF CORCORAN
POLICY AND PROCEDURE MANUAL**

TRANSIT DIVISION

I. INTRODUCTION

The City of Corcoran, Transit Division is committed to providing affordable quality services that enhance the safety, and environment, where citizens and employees can thrive in an atmosphere of courtesy, integrity, respect, and enhance mobility.

The City provides Dial a Ride services for the community of Corcoran and its fringe area. This service is provided by the Corcoran Area Transit (CAT) division and is part of the Community Development. The CAT operates an origin to destination service and not a door-to-door or curb-to-curb service since Transit Operators are not to leave their buses unattended at any time while in service.

II. PURPOSE

The purpose of this policy sets forth written guidelines for the Transit Division and provides operating procedures for both employees and the general public's use of the Corcoran Area Transit (CAT). The procedure identifies certain responsibilities of the CAT Transit Coordinator, Account Clerk, Transit Operator ("Driver"), Passenger and Personal Care Attendants.

III. SCOPE OF TRANSIT DIVISION

The Community Development Director has overall responsibility for administration of this policy and may delineate responsibility through the Transit Division.

Implementation of policy will become effective once adopted by City Council and may be amended as deemed necessary.

Any exceptions to the stated policies must be approved by the Community Development Director.

IV. DEFINITION OF TERMS

ADA	-	Americans with Disabilities Act
Cancellation	-	Passenger has concluded that CAT service is not needed
Carry-On Package	-	Items that are easily to carry on-board the bus and secured safely without the use of additional passenger seats
CAT	-	Corcoran Area Transit also known as "Dial a Ride"
Dispatcher	-	Person that receives call and relays call to Transit Operators (Drivers)
DMV	-	Department of Motor Vehicles
ETA	-	Estimated Time of Arrival
ETD	-	Estimated Time of Departure
Fare	-	Money paid by a passenger on public transportation
General Handicap	-	Disabled person(s) with placard Identification Card from the DMV, valid photo identification card.
Mobility Devices	-	Walkers, wheelchairs, and motorized wheelchairs
No Show	-	Passenger that fails to board the bus within three minutes of wait time by Transit Operator
On-Time Window	-	Transit Operator arrives ten (10) minutes Before and after a scheduled pick-up.
Personal Care Attendant	-	Person that provides assistance to a handicap passenger and or a senior citizen
Reservation or Scheduled Call	-	Calls made one (1) hour or up to two weeks prior to scheduled pick-up date/time
Same Day Call	-	Calls placed to request current day pick-up
Service Animals	-	A dog that is individually trained to do work or perform tasks for people with disabilities. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.
Transit Coordinator	-	Person that supervises Transit Operations
Transit Operator	-	Person(s) that drives the bus
Senior Transit Assistant	-	Person that Dispatches, provides customer service to the public, maintains transit records, and performs other related duties as required.
Walk-On Passenger	-	Passenger(s) that board a bus without call for pick-up

V. GENERAL GUIDELINES

A. HOURS OF OPERATION

Transit depot is open between the hours of 8:00 a.m. to 5:00 a.m. Monday through Friday and closed on major Holidays.

The Transit Operator shall begin the normal work day at their schedule time and check to depot at 8:00 am or when vehicle inspection (pre-trip) has been completed. The normal work day shall not end nor exceed an eight (8) hour shift. If conditions warrant, an earlier or later end time require authorization by the Transit Coordinator, and or the Community Development Director.

B. CONDUCT/BEHAVIOR

- a. Conducting personal business while on duty is discouraged. Utilization of the bus is to conducting City business, such as pick-ups, and drop-offs of passengers. Errands for passengers are not permitted.
- b. The Transit Operator is required to wear a seat belt when operating the vehicle. All passengers are encouraged to wear a seat belt if belts are provided on bus. Wheelchair bound passengers must be fastened into the floor devices specifically designed to restrain a wheelchair. In addition, all wheelchairs must have working breaks or they will be denied service due to unsafe conditions.
- c. The Transit Operator shall operate the CAT bus in a safe and courteous manner always bearing in mind that passengers may be children, seniors or general handicaps therefore are sensitive to sudden stops, turns or rough bumps.
- d. In the event of an accident, Transit Operators and Dispatchers must do the following:
 - Transit Operator must radio-in to dispatch and inform dispatch of the situation at hand;
 - Transit Operator must contact 911 immediately if Emergency Services are needed.
 - Dispatcher will inform the Transit Coordinator of the situation, however, if the Transit Coordinator is not available, inform the Community Development Director and/or if the situation is an emergency, call 911 for Emergency Services immediately, Transit Operator is unable to contact Emergency Services;
 - Transit Operator and Dispatcher must complete an incident report within 24 hours and must also follow accident testing laws;
 - Transit Coordinator will advise City Clerk and follow all steps and requirements.
 - Transit will follow all testing guidelines as required per the Department of Transportation (DOT), and Federal Transit Administration (FTA).

e. Transit Operators are to inform passengers of the following:

- Transit Policy such as what is or is not permitted on transit buses, if customer are not aware of passenger policies. The following are not permitted: food, drinks, sharp objects such as knives, gardening tools, vehicle batteries, pets (service animals permitted), bags filled with glass for recycling (cans are permitted however they must be placed plastic bag that does not have any punctures), bags are limited to four (4) per passengers, opened strollers (must be folded), bikes inside of bus (must request bus with bike rack);
- Handicapped or Americans with Disabilities Act (ADA), Senior Citizens and other Passengers requiring assistance are not to be assisted by Transit Operators. Passengers, however, may be accompanied by a personal care attendant, is granted a free ride (must board and exit the bus at the same location).

General Handicap/ADA Passengers: To qualify as a general handicap and/or have ADA status the following must be submitted every two years:

- Disabled persons placard identification card from DMV and DMV receipt stating they are disabled and must provide a valid identification card from the DMV;

Personal Care Attendant: A Personal attendant is considered to be a person who is assisting a handicap/ADA passenger and or a senior citizen who is unable to board or disembark the CAT bus on their own will.

- When an attendant accompanies passenger, they must inform dispatcher when requesting pick-up;
 - Attendant is required to help the passenger at all times.
 - Attendant must have the same pick-up location and drop-off location as passenger who is requiring assistance. Attendant must also help passenger on or off the lift to meet the requirement of a personal care attendant.
- CAT is public transportation, therefore; unattended youth passengers must exhibit a presence of mind and level of self-confidence to know their destination and understand their privilege of utilizing CAT services. Usually this emotional development will occur in a child eight (8) years old and/or attending third grade in school (passenger must know address of destination).
 - Passenger's carryon bags will be limited: They may only board four (4) bags or the amount of bags they can carry on at one time and must not occupy a passenger seat nor block the bus aisle due to safety issues.

- Profanity, loud noise or music, smoking, eating, drinking, abusive language or conduct, alcohol, drugs and or weapons of any kind are **NOT** permitted on board the CAT bus.
- Customer Disruption: to ensure the safety of all passengers, passengers are encouraged to keep conversations with the driver to a minimum.

VI. COMMUNICATION

The Transit Operator shall always be near a two-way radio while on duty in order to respond promptly to dispatch calls. . The Transit Operator shall check in/out when leaving bus for any reason using 10 Codes.

The Transit Operator shall practice proper two-way radio protocol in compliance with Federal Communications Commission (FCC) regulations.

2-Way Radio Communications

- CAT employees are to use 10 codes.
- CAT employees are to verify radio is open for open dialogue before radioing in to another employee, or dispatch.
- 2-way radio is only to be used for work related communications all personal conversations are to take place on personal time.

VII. PICK-UP AND DROP-OFF

- a. Passengers are to be picked up and dropped off in a manner that will avoid long delays. (CAT is a origin to destination not a curb to curb, fixed route and/or a taxi service)
- b. Customer may call for same day pick-ups however; same day pick-ups will only be accepted depending on Driver availability, call volume for periods and insurance of no interference with schedule pick-ups.
- c. Schedule Pick-Ups must be called into the Depot one hour in advance but may also schedule up to two weeks in advance. Transit Operator will have a ten (10) minutes headway being that they may arrive up to ten (10) minutes early or may arrive up to ten (10) minutes late.
- d. No Shows for scheduled pick-ups: Three (3) consistent no-shows will result in denial of schedule pick-ups for up to two weeks. No-shows for call-in will also result in denial for service for up to two (2) weeks.
 - Transit Operator will inform Senior Transit Assistant (dispatcher) of no-show, Senior Transit Assistant (dispatcher) and Transit Operator will then document No-Show.

- Transit Operator will only leave location if Dispatcher approves and considers incident to be an actual No-Show, after waiting three (3) minutes.
- e. Due to many AMTRAK delays, CAT will not wait at the depot for train times. The Transit Operator will only wait until 4:00 p.m. for the KART bus, due to shifts ending at 4:30 p.m. all Transit Operators must be at the Corporation Yard to adhere and to end of shift times.
 - f. All pick-ups in the Cost Less Shopping Center will be at the bus stop that has been provided by the City of Corcoran. This includes all pick-ups at McDonalds, Cost Less, Auto Zone, and Taco Bell.
 - g. Once the pick-up call has been placed, passenger must inform the Dispatcher of the destination, when boarding the CAT bus you must also inform Transit Operator of your destination, you may **NOT** change your destination once bus is in route. Doing so will result in an additional charge per passenger.

VIII. BUS FARE

Passenger Type	City Limits	Fringe Area	Cemetery	Prisons
General	\$1.50	\$3.50	\$4.00	\$5.00
Seniors (60+) & ADA	\$0.75	\$1.75	\$2.00	\$2.50
Children 8 & under (with an adult)	\$1.00	\$2.50	\$3.50	\$4.50

Passenger must use exact change. Drivers do not carry change. Fare must be paid in cash or with \$5.00/\$10.00 tokens that may be purchased from the Transit Operator or at the Corcoran Depot. Fare must also be paid at the pick-up location and not at the drop-off. Children from the ages of 8 years and up traveling without an adult will need to pay the general fare and not the youth fare.

IX. DISTRACTED DRIVING

In order to increase employee safety and eliminate unnecessary risks behind the wheel, the City of Corcoran is committed to end the epidemic of distracted driving and have created the following rules, which apply to any employee

operating a company vehicle or using a company-issued cell phone while operating a personal vehicle:

- a. The City of Corcoran employees may not use a hand-held cell phone while operating a vehicle, whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to: answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages;
- b. If a City of Corcoran employees need to use their phones, they must pull over safely to the side of the road at a safe location.
- c. Additionally, City of Corcoran employees are required to:
 - Personal cellphone must be turned off or put them on silent or vibrate before starting the vehicle.
 - Consider modifying voice mail greetings to indicate that you are unavailable to answer calls or return messages while driving.
 - Inform clients, associates, and business partners of this policy as an explanation of why calls may not be returned immediately.
 - Transit Operators are not to use personal cell phone during work hours or while bus is in revenue hours since this may cause a distraction.
 - City issued cell phones may be used when calling a business looking for passenger and must only do so when bus is stopped and is safe area.

X. DRIVER'S LOGS AND FARE BOX

In accordance Policies and Procedures, all drivers logs and fare box are to be submitted to the Depot no later than the end of the workweek being Friday or the day before if City offices are closed due to a holiday.

Page One

- Transit Operators Name
- Date of Service
- Start Time
- Time of Breaks and Time of Lunch
- End of Shift Time
- Fuel amount and start and end time at fueling station
- Indicate when not in revenue hours or revenue miles
 - Meeting
 - Covering Depot
 - At the shop

Page Two

- Pick-up and Drop-off address
- Time call was received
- Pick-up time
- Drop-off time

- Indicate type of ridership (General, Seniors, Assistant, Youth, General Handicap)
- Indicate type of fare payment (Cash, Token or Day-Pass)
- Indicate if pick-up was canceled by Depot or was a No-Show
- Number all pages

XI. DEPOSIT: OPENING AND CLOSING RECORDS

Cash register should always have a minimum of \$100.00 when opening, and when cashing out for the end of the day sales. The Opening Closing form must have the total amount of AMTRAK tickets, KART Passes, and CAT Token that have been sold, the total fare for passengers and are available for the next day register.

XII. VEHICLE MAINTENANCE

In accordance CAT Policy, bus shall be kept clean and well maintained.

The Transit Operator shall be responsible for the daily inspection and testing the general operational and mechanical features of the bus including, but not limited to engine oil level, engine coolant level, tire pressure, turn signals, lights operation, etc. Each item shall be confirmed operational on the daily Vehicle Inspection (Pre-trip) and any deficiencies shall be promptly reported and corrected, an inspection at the end of the day is also required to insure no new damages have occurred and or no passenger are on the bus. Any safety deficiencies shall require the bus be immediately placed out-of-service until repaired. All such deficiencies shall be reported to the Transit Coordinator, and or the Senior Transit Assistant who will then contact the City Mechanic and fax a copy of the Vehicle Inspection (Pre-trip). *See Attachment A*

The CAT bus shall be kept clean and well maintained at all times. The Transit Operator shall be responsible for washing the interior and exterior of the bus on an as needed basis as determined by the Transit Coordinator or Community Development Director. The Transit Operator shall be responsible for inspecting and testing the general operational and mechanical features of the bus.

XIII. CERTIFICATION

The Corcoran Area Transit shall be operated in a manner consistent with Federal, State, and Local laws. Transit Operators shall maintain the appropriate California Driver's License and additional certifications, and current Medical Examination Reports as required by law. The Transit Operator shall be responsible for notifying Transit Coordinator of any renewal recertification or update requirements in a timely manner so as to guarantee the uninterrupted operation of the CAT service. Transit Operator shall immediately report to the

Transit Coordinator any traffic violations which may jeopardize their qualification to operate the CAT bus.

XIV. Adoption of Standard Operating Procedures.

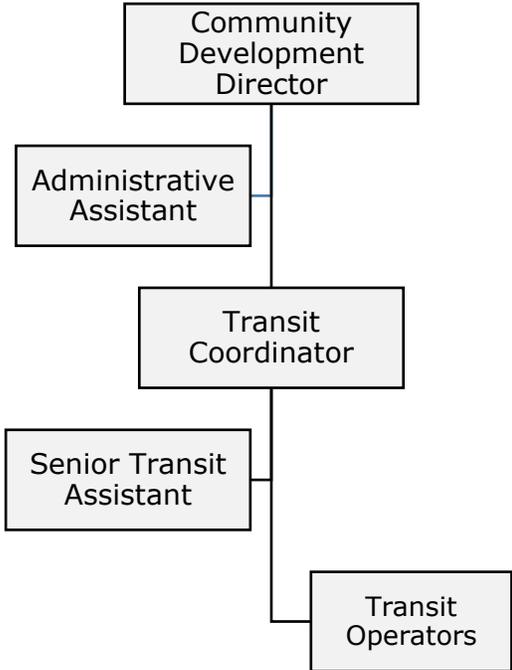
The Community Development Director may adopt additional standard operating procedures to implement Corcoran Code provisions relating to Transportation and these policies.

XV. Interpretation

These policies and procedures are to be interpreted to maximize both the efficiency Transit with Federal, State and City Codes. Nothing in this policy manual shall be interpreted to require the City to act or to refrain from acting or to establish a standard of care for City Actions.

**ORGANIZATIONAL CHART
COMMUNITY DEVELOPMENT DEPARTMENT**

TRANSIT DIVISION



ATTACHMENT

DAILY VEHICLE INSPECTION FORM

	CITY OF CORCORAN				
	CORCORAN-AREA-TRANSIT				
	DAILY VEHICLE INSPECTION FORM				
UNIT#					
DATE:					
TIME:			A.M./P.M.		
MILEAGE:					
Next Insp.:					
			NEEDS	OKAY	
			ATTENTION		
GAUGES, INDICATORS					
& WARNING DEVICES					
HORN					
WINDSHIELD WIPERS					
WINDSHIELD WASHER					
DEFROSTER					
HEATER					
AIR CONDITIONER					
PARKING BRAKE					
SERVICE BREAKES					
SEAT BELTS					
SEATS, HANDRAILS					
& MODESTY PANELS					
MIRRORS & GLASS					
DOORS, WINDOWS &					
EMERGENCY DOORS					
RELEASES					
FIRE EXTINGUISHER					
FIRST AID KIT					
INTERIOR LIGHTS					
REFLECTORS					
BACK UP ALARM					
VEHICLE FLUID					
LEVELS					
TIRES, WHEELS &					
LUG NUTS					
WHEELCHAIR LIFT					
CUT IN			CUT OUT		
STATIC TEST			APPLIED PRESSURE		
WARNING DEVICE					
SPRING BRAKE POP UP					
COMMENTS:					
SIGNATURE:					

INSPECTION REPAIR REQUEST FORM

**MECHANIC'S
TIME** _____

**INSPECTION
REPAIR
REQUEST
UNIT #** _____

Unit Drop Off Date: _____

Date unit Delivered to City Shop: _____

Expected Completion
Date: _____

Unit Delivered By: _____

Year/Make of Unit: _____

Model: _____

Hour/Odometer Reading: _____

Department: _____

Request Made By: _____

Repairs Authorized By: _____

Date: _____

Date: _____

Repairs Requested: Normal Service

Other - Explain Below

Repairs Performed: City Shop

Other Service Facility

If service work performed at other service facility, then include name /location below:

Work Completed By: _____

Date: _____

Next Service Inspection/Repairs
Required: _____

Person Notified of
Completion: _____

Date: _____

DATE		GAUGES, INDICATORS & WARNING DEVICES	
Mileage		HORN	
Change Oil every _____ miles		WINDSHIELD WIPERS	
Engine Change - Tested Oil		WINDSHIELD WASHER	
Air Filter Replaced Cleaned-		DEFROSTER	
Nal. Cool 1 pint each oil change Add		HEATER	
Antifreeze each oil change Check		AIR CONDITIONER	
Perry Filter each oil change Change		PARKING BRAKE	
Fuel Filter every other oil change Change		SERVICE BRAKES	
Transmission - Add O.K.		SEAT BELTS	
Drive Axle #1 - Add O.K.		SEATS, HANDRAILS & MODESTY PANELS	
Drive Axle #2 - Add O.K.		MIRRORS & GLASS	
Clutch Throw Out Bearing and Clutch Linkage		DOORS, WINDOWS & EMERGENCY DOORS	
Fan Hub - N.A. Yes		RELEASES	
Battery & Check Water Level Clean		FIRE EXTINGUISHER	
Drive Line Every other oil change Yes - No		FIRST AID KIT	
Slack Adjusters		INTERIOR LIGHTS	
Oil Hubs - Front - Add O.K.		REFLECTORS	
Steering Drive Line other oil change Yes- No Every		BACK UP ALARM	
Steering Gear Box		VEHICLE FLUID	
Drag Link - Tie Rod		LEVELS	
Rear Suspension		TIRES, WHEELS & LUG NUTS	
Grease Top of 5th Wheel		WHEELCHAIR LIFT	
Oil Seals - Leaking O.K.		CUTIN	
Springs, U-Bolts, Center Bolts O.K. Needs Repair		STATIC TEST	
Brake Lining -30% or less O.K.		WARNING DEVICE	
Oil Leaks - Where O.K.		SPRING BREAK POP UP	
Hyd. Filters 3rd Service Every			
Hyd. Fluid Levels			

FACILITY (DEPOT) INSPECTION

Community Development

Facility Inspection Worksheet

Department/Division: _____

Date: _____

Inspection Completed By: _____

INSTRUCTIONS: Safety representatives and supervisors should use this form to conduct facility inspection. Answer each question by checking "YES" or "NO". If work request is initiated, indicate date.

GENERAL	YES	NO	COMMENT
Answer ALL that apply			
CAL-OSHA poster is posted?			
Emergency telephone number for fire and emergency medical services are conspicuously posted near each telephone?			
Electrical circuits are utilized effectively without creating overloads?			
Electrical circuits are marked to indicate their purpose?			
Extension cords and plugs are in good condition?			
Adequate access and working space are provided and maintained?			
All places of employment, passageways, storerooms, closets, and service rooms are kept clean and orderly?			
Storage areas are free from accumulation of materials that constitute hazards from tripping, fire, explosion or pests?			
Floors, stairs and handrails are clean, dry and have no protruding nails, splinters, holes, loose boards or tiles?			
Exit signs are provided and all doors that may be mistaken as exits are appropriately marked?			
Designated "Exit" signs are of proper size and visible from all directions?			
Fire extinguishers are located within 75 feet of every work area, and are accessible & visible from several directions?			
Fire extinguishers have a current inspection tag?			
All employees have received instruction on building fire alarm and evacuation procedures?			
ALL DEPARTMENTS:			
Entrances and common areas are clean and clear of any hazards?			
Restrooms are clean and sanitary?			
Restrooms are adequately stocked?			
Soap			
Paper Towels			
Toilet Tissue			
Seat Covers			
Please describe any areas that need a work order request:			

OFFICE SAFETY & RECORD-KEEPING	YES	NO	COMMENT
Answer ALL that apply			
Desk and file cabinet drawers and bookcase doors are closed when not in use?			
Wall lockers, filing cabinets and other tall furnishings or equipment are free of objects or materials that could fall?			
Furniture and wastepaper baskets are positioned so there are no protruding parts or tripping hazards?			
Paper cutters, scissors, hole punches and staplers are in closed positions when not in use and properly stored?			
Tile, linoleum, laminate, wood and/or carpeted floors are in good conditions and do not create a hazard?			
Do you have a "Joint Loss Management or Safety Committee"?			
Are minutes of the committee meetings kept and made available?			
Are all occupational injuries and/or illnesses, other than minor first aid treatments, recorded?			
Are all accidents and/or incidents reported?			
Do you have disciplinary procedures for violations of your safety & health rules?			
Is one person clearly responsible for overall activities of the safety & health program?			
OCCUPATIONAL HEALTH & ENVIRONMENTAL CONTROLS (All Areas)			
Answer ALL that apply			
Are emergency numbers posted?			
Are first aid kits easily accessible to each work area?			
Are quick drenching or flushing of the eyes and body in areas where corrosive liquids or materials are handled available?			
Are all chemicals labeled as to their contents?			
All employees are aware of the hazards of various chemicals in the area and Material Safety Data Sheets are available?			
Employees are aware of the requirement to wear appropriate personal protective equipment when handling recognized hazardous materials?			
Personal protective equipment (safety glasses, dust masks, ear-plugs etc) are provided to employees?			
Flammable liquids are stored in approved closed containers or cabinets and are properly labeled?			
Absorbent material is provided for spill control?			
Please describe any areas that need a work order request:			

CORPORATION YARD – SHOP & EQUIPMENT SERVICES	YES	NO	COMMENT
Answer ALL that apply			
Desk and file cabinet drawers and bookcase doors are closed when not in use?			
Wall lockers, filing cabinets and other tall furnishings or equipment are free of objects or materials that could fall?			
Furniture and wastepaper baskets are positioned so there are no protruding parts or tripping hazards?			
Shop area is generally clean and free of hazards?			
Mohawk Lift is clean & working?			
Bus Lift is clean & working?			
Tools are checked & properly stored?			
Oil spills are cleaned?			
Oil containers are clean & no leaks?			
Used oil containers emptied (shop)?			
Used oil filter containers empties (shop)?			
Used oil containers emptied (public use)?			
Used oil filter containers emptied (public use)?			
Trash receptacles emptied?			
Traffic-ways are clear of obstacles and debris?			
Vehicle parking areas are clearly marked?			
Heavy equipment is properly stored and clear of traffic areas?			
Equipment and vehicles routinely serviced & repaired?			
CORCORAN DEPOT – C-A-T			
Answer All that apply			
Lobby is clean and sanitary?			
Walk-ways and waiting areas are clear of any hazards?			
Maintenance room, storage room & break room are clean and clear of any hazard?			
Desk and file cabinet drawers, and bookcase doors are closed when not in use?			
Vehicle parking areas are clearly marked?			
Transit coach (bus) loading and unloading zones are clearly marked?			
Transit schedules are clearly posted?			
Inspection, service and repair of transit coaches are performed as scheduled (every 45 days & when requested)?			
Please describe any areas that need a work order request:			

SAFETY INSPECTION SUMMARY

Date: _____

- Department:
- | | |
|--|---|
| <input type="checkbox"/> Corporation Yard & Shop | <input type="checkbox"/> Corcoran Depot C-A-T |
| <input type="checkbox"/> Buildings-Grounds-Parks | <input type="checkbox"/> Streets |
| <input type="checkbox"/> Water Treatment Plant | <input type="checkbox"/> Wastewater Treatment Plant |

Summary of site inspection:

Area(s) of improvement:

How will improvement be done and who is responsible:

When will improvement be completed:

Signature: _____ Department: _____

Date: _____

City of

CORCORAN

FOUNDED 1914

City Manager's Office

STAFF REPORT
ITEM #: 7-C

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: January 4, 2020

MEETING DATE: January 12, 2021

SUBJECT: Consider Facemask Ordinance During the COVID-19 Pandemic

Recommendation:

Provide direction regarding a city ordinance requiring the use of facemasks in public spaces during the COVID-19 pandemic.

Discussion:

During the public comment portion of the November 10, 2020 city council meeting, Mary Gonzalez-Gomez requested that the City Council consider implementing an ordinance requiring the use of facemasks during the pandemic. At the December 8, 2020 council meeting, the City Council asked that the item be placed on the agenda for discussion and consideration.

Direction from the State Department of Public Health issued on November 16, 2020 requires (with some exceptions) the use of face coverings when outside of the home. The correspondence from CDPH is attached for your review.

The City of Avenal adopted an ordinance in July 2020 requiring customers/patrons to wear masks in commercial businesses. A copy of the ordinance is included for your consideration.

Budget Impact:

Depending on the extent of any changes to the document, the City would incur approximately \$1,000 to \$3,500 in legal costs to have the ordinance revised by the City Attorney. Additionally, there will be employee and publication costs for the review and preparation of the ordinance. Unknown at this time are the costs to the City to enforce the proposed ordinance.

Attachments:

California Department of Public Health Guidance on Face Coverings
City of Avenal Ordinance No. 2020-05



Sandra Shewry
Acting Director
Erica S. Pan, MD, MPH
Acting State Health Officer

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

November 16, 2020

TO: All Californians

SUBJECT: Guidance for the Use of Face Coverings

Note: The following guidance supersedes face coverings guidance released on June 18, 2020. This updated guidance mandates that a face covering is required at all times when outside of the home, with some exceptions.

Background

The risk for COVID-19 exposure and infection remains and will continue to be in our midst for the foreseeable next several months. Since the start of the pandemic, we have learned a lot about COVID-19 transmission, most notably that there are a large proportion of people who are infected but are asymptomatic or pre-symptomatic, and they play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, sneezing, singing, exercising, shouting, or other forms of increased respiration, and they can also reinforce physical distancing by signaling the need to remain apart. In addition, increasing evidence also demonstrates a cloth face covering or mask also offers some protection to the wearer, too.

The purpose of this guidance is to provide information about when face coverings are required. It mandates that face coverings be worn state-wide at all times when outside of the home, unless one or more of the exceptions outlined below apply. It does not substitute for existing guidance about physical distancing and hand hygiene.

Guidance

People in California must wear face coverings when they are outside of the home, unless one of the exemptions below applies.

Individuals are exempt from wearing face coverings in the following specific settings:

- Persons in a car alone or solely with members of their own household.
- Persons who are working in an office or in a room alone.
- Persons who are actively eating or drinking provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.

- Persons who are outdoors and maintaining at least 6 feet of social distancing from others not in their household. Such persons must have a face covering with them at all times and must put it on if they are within 6 feet of others who are not in their household.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Workers who are required to wear respiratory protection.
- Persons who are specifically exempted from wearing face coverings by other CDPH guidance.

The following individuals are exempt from wearing face coverings at all times:

- Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance. Such conditions are rare.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Additional Information

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How should I choose and wear a cloth face covering?

You should select a face covering that covers your nose and mouth, goes under the chin, and does not have significant gaps around the nose or other parts of the face. Look for face coverings that have three layers, if possible, and are still easy to breathe through. Be sure that the ear loops or ties are tight enough to keep the face covering from sliding down the nose. Always wear your face covering over your nose and mouth, not under your nose or under your chin.

How well do cloth face coverings work to prevent spread of COVID-19?

There is increasing scientific evidence demonstrating that use of face masks or cloth face coverings by the public during this COVID-19 pandemic helps reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19

but feels well, as well as reduce exposure for the wearer. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill or under quarantine, but they are additive when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings whenever you are outside of your home, unless one of the exceptions described above applies to you. Individuals who have significant COVID-19 exposure outside of their home, such as in the workplace, should consider wearing a mask at home, especially if vulnerable individuals are part of their household.

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

For additional information and resources regarding masks and face coverings, including types of recommended and not recommended masks, see the CDC Face Coverings Website.

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



Page Last Updated : November 16, 2020

ORDINANCE NO. 2020 -

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVENAL
RATIFYING ACTION TAKEN ON JUNE 25, 2020 TO MAKE
MANDATORY ALL COMMERCIAL BUSINESSES, STORE OWNERS AND OTHERS
WORKING IN PLACES OF BUSINESS WITHIN THE CITY LIMITS OF AVENAL TO WEAR
APPROPRIATE FACIAL COVERINGS; AND FURTHER, REQUIRE THE
PUBLIC/CUSTOMERS/PATRONS TO WEAR FACIAL COVERINGS WHILE IN
STORES/PLACES OF BUSINESS DUE TO THE COVID 19 PANDEMIC.**

THE CITY COUNCIL OF THE CITY OF AVENAL DOES ORDAIN AS FOLLOWS -

TITLE 4 – PUBLIC SAFETY

**CHAPTER 13: MANDATORY WEARING OF FACIAL COVERINGS is added to the Avenal
Municipal Code:**

WHEREAS, Title 4-2.01 et seq. of the City of Avenal Municipal Code empowers the Director of Emergency Services for the City of Avenal to request the City Council to declare/proclaim the existence or threatened existence of a local emergency when the City of Avenal is affected or likely to be affected by the actual or threatened existence of extreme conditions of disaster and peril to the safety of persons within the City; and

WHEREAS, the City Council of the City of Avenal does hereby find as follows:

1. International, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus, known as “Coronavirus 2019,” (COVID-19); and
2. COVID-19 is not yet fully understood, reported symptoms and illnesses from COVID-19 range from mild to severe which could result in death; and
3. Center for Disease Control and Prevention has stated that certain populations face elevated risk and widespread transmission of COVID-19 which would translate into large numbers of people needing medical care at the same time and other critical infrastructure may also be affected; and
4. On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of a “Public Health Emergency of International Concern”; and
5. On January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency to aid the nation’s healthcare community in responding to COVID-19; and
6. On March 4, 2020, the Governor of the State of California declared a State of Emergency to make additional resources available, formalize emergency actions already underway

across multiple state agencies and departments, and help the state prepare for the spread of COVID-19; and

7. On March 12, 2020, the City began actively implementing measures to prevent the spread of COVID-19 and to prepare for any and all emergency actions in response to the spread of COVID-19; and
8. On March 13, 2020, the President of the United States of America declared a National Emergency noting the federal government would make \$50 billion in emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and
9. On March 24, 2020, the City Council of the City of Avenal declared a Local Emergency due to COVID 19 which remains in effect; and
10. The spread of COVID 19 has also affected California with the increased spread of cases including identified cases within the Central Valley; and
11. The City of Avenal intends to continue taking the necessary steps to protect the public health and safety of our community; and, to assist when and where needed in responding to COVID 19 issues/concerns/matters during this local, state, and national public health emergency; and

WHEREAS, as a result of the above-described emergency, there is a continuing need to protect all citizens and the public at large within the City of Avenal from the risks relating to the COVID 19 pandemic; and

WHEREAS, the CDC recommends wearing facial coverings in public where other physical distancing measures are difficult to maintain to help prevent the spread of the virus; and

WHEREAS, published information indicates that wearing facial coverings significantly reduces the spread of COVID 19; and

WHEREAS, requiring facial coverings to be worn by any person in an indoor public place within the City of Avenal best promotes health, safety and efforts to limit the spread of COVID 19 necessary to protect the public health and safety, and is needed for the continuity of social and commercial life during the State of Emergency while enabling the continuation of essential services and businesses.

WHEREAS, the City of Avenal concludes that the safety of the public and its citizens is best protected by implementing the following: **all commercial businesses within the City Limits shall make mandatory the wearing of facial coverings by the public/customers/patrons within places of business due to the COVID 19 Pandemic;** and

WHEREAS, the purpose of this Emergency Ordinance is to encourage services, businesses and individuals to comply with health recommendations to minimize the spread of COVID 19 and keep people safe and is not intended to be punitive.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Avenal:

SECTION 1: That all places of business within the City of Avenal shall require mandatory wearing and use of facial coverings (over the nose and mouth) by individuals as follows:

- A. When entering, exiting, or waiting in an indoor line to enter a place of business that is open to the public; and while inside a place of business in the areas within the place of business that are accessible to, and are intended for the use of, the public.

For purposes of this Ordinance, "place of business" means any facility, building or structure operated by or for a business engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services or temporary lodging and that is open to the general public or by appointment and includes, but is not limited to: grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars while indoors, gyms and similar facilities, but does not include religious facilities.

SECTION 2: That all places of business shall require all employees that interact with the public to wear a facial covering. All places of business may refuse to sell or otherwise enter into any transaction of any kind for anything of value in exchange for goods, commodities, services with those who do not comply with the Emergency Ordinance. This requirement shall not apply to employees in the situations where the State of California has ordered that facial coverings are not required, including but not limited to the following:

- A. Where facial coverings in the work setting are prohibited by law or regulation;
- B. Where facial coverings are in violation of documented industry standards;
- C. Where facial coverings are not advisable for health reasons;
- D. Where the employee is working alone in an assigned work area not open to the public; and
- E. Where there is a functional (practical) reason for an employee not to wear a facial covering.

Employers or business operators must provide written justification upon request by the City as to why an employee is exempt from wearing a facial covering.

SECTION 3. That the requirement to wear a facial covering imposed by this Ordinance does not apply to the following:

A. Any individual:

1. Who cannot wear a facial covering due to a medical condition, mental health condition or Developmental disability;
2. Who is unable to remove the facial covering without assistance; or
3. Who should not wear facial coverings under Centers for Disease Control and Prevention ("CDC") guidance.

An individual is not required to produce medical documentation of the condition or disability, except an employer may require such documentation from an employee in accordance with state and federal law:

- B. Individuals under 2 years old
- C. Restaurant and bar patrons while eating or drinking or while seated outdoors.

The facial covering requirements otherwise apply to the indoor spaces of a restaurant or bar.

- D. In settings where it is not practicable or feasible to wear a facial covering such as when receiving dental services, medical treatments, or while swimming.
- E. While actually engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a facial covering at all times when not actually engaged in exercising.
- F. When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public.
- G. When inside a personal or commercial vehicle either parked or moving.
- H. Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a facial covering would interfere with or limit their ability to carry out their official duties or functions. These include police and peace officers, firefighters, and other public safety or emergency medical personnel who support public safety operations.
- I. Individuals complying with the directions of public safety employees or emergency responders as described in 3(H).

SECTION 4: For the purposes of this Ordinance, "facial covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A facial covering may be factory-made or may be handmade and improvised from household materials. Facial coverings include, but are not limited to, bandanas, scarfs, medical masks, and cloth masks, and also include respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a facial covering defined in this Section. A facial covering shall be worn so as to cover the mouth and nose in compliance with the CDC's guidance on wearing facial coverings.

SECTION 5: That whomever violates this Ordinance shall be guilty of an infraction and subject to penalty as per the Avenal Municipal Code (AMC), Title 1, Chapter 2, Section 1-2.01 – 1-2.06 as follows:

Each person shall be guilty of a separate offense for each and every day during any portion of which any violation or any provision of this Code, or the provisions of any Code adopted by reference by this Code, is committed, continued or permitted by such person and shall be punished accordingly.

Any person convicted of an infraction under the provisions of the Code shall be punished for a first conviction by a fine of not more than fifty dollars(\$50.00); for a second conviction within a period of one year by a fine of not more than one hundred dollars (\$100.00); and, for a third or any subsequent conviction

within a period of one year by a fine of not more than two hundred fifty dollars (\$250.00).

SECTION 6: That the appropriate City Officials are authorized to do all things necessary and/or provided for by law to carry out the terms of Sections 1-5 hereof. The Avenal Emergency Services Director and City Code Enforcement Officer shall provide to the City Council a regular report of activity related to any enforcement pursuant to this Emergency Ordinance.

SECTION 7: That this Emergency Ordinance does hereby ratify action taken at the June 25, 2020 City Council Meeting; and, further, shall remain in effect during the declared Local Emergency adopted on March 24, 2020 and until the emergency no longer exists as per City Council action.

SECTION 8: That this Ordinance is an emergency measure necessary for the immediate preservation of the public health, peace, property, safety and general welfare of the City and its residents/public.



THE FORGOING EMERGENCY ORDINANCE NO. 2020 – 05 is for the purpose of ratifying action taken on June 25, 2020 and, hereby, adopted on July 9, 2020 as follows:

A motion was made by _____ to adopt Emergency Ordinance No. 2020 – 05 which incorporated in the motion findings as stated in said Ordinance. Motion includes waiving both readings; finding that this is an urgency situation; and, Ordinance goes into effect immediately upon a four-fifths vote. The motion to adopt Ordinance No. 2020 – 05 was seconded by _____ and passed by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

Dagoberto Ovalle, MAYOR

ATTEST:

Maria A. Ortiz, CITY CLERK

City of

CORCORAN

City Manager's Office

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: January 7, 2020

MEETING DATE: January 12, 2021

SUBJECT: Consider approval of revised franchise agreement with Tule Trash Company

Recommendation:

City Council is recommended to approve a replacement agreement with Tule Trash Company, LLC, for the collection and handling of solid waste, recycling materials, and green and organic waste.

Discussion:

Tule Trash has been providing service to City of Corcoran under the existing form of agreement since 2005. In 2015, following the initial ten-year term, the agreement was extended for ten years to June 30, 2025. In 2018, ownership of Tule Trash was transferred from the previous owner to American Refuse Inc., with Jeff Martin as President, and City Council approved the transfer in Resolution No. 2915, dated January 9, 2018.

Since 2018, Mr. Martin and his staff have worked cooperatively with Corcoran residents and City staff members to improve services and comply with state requirements, most notably Assembly Bill (AB) 1826 requiring mandatory commercial recycling, and AB 1383 requiring a reduction of organic waste in land fill facilities. The result of these and other requirements render the original 2005 agreement obsolete. Consequently, over the past year, City staff and consultants have worked with Tule to prepare a replacement agreement encompassing all the current requirements for Tule's services to the City. Whereas the original term of the amended agreement is through June 30, 2025, this replacement agreement adds one year to extend the term to June 30, 2026. This is done to acknowledge excellent service from Tule, and the effort put forth by Tule to prepare the new agreement.

The attached replacement agreement does not change rates to Corcoran refuse customers. However, the payment structure to Tule is changed. Beginning with the effective date of the replacement agreement, Corcoran will pay Kings Waste and Recycling Authority directly for land- fill tipping fees, which total approximately \$360,000 per year. Presently, Tule pays the KWRA land fill fees for Corcoran and collects this amount from Corcoran through the monthly fee structure paid by Corcoran to Tule. The land-fill tipping fees are removed from the new Corcoran fee structure to Tule. This step has been taken as the City has given notice that it may leave KWRA, to better enable the City to negotiate with KWRA, and to benefit directly from the City's efforts with KWRA.

Additionally, the formula for the Franchise Fees collected by the City has been changed for greater clarity. Presently, the Franchise Fee calculation is based on the total amount of monthly billings by the City to customers, and the Franchise Fee is 7.5 percent. The proposed franchise fee calculation is based on the Tule fee schedule in the agreement. Since payments to Tule are lower than total billings to customers, the amount of the franchise fee is increased to 9.8 percent to exactly offset the difference such that the City is kept whole. The new methodology prevents Tule from being paid less when the City increases its customer rates.

Budget Impact:

The proposed replacement agreement is revenue neutral: Overall expenses and revenue for the refuse enterprise are the same, and franchise fee contributions to the general fund are constant. However, from a budgeting standpoint, payments to Tule Trash will decrease while payments to KWRA will increase by the same amount for KWRA land-fill tipping fees.

Attachment:

“Exclusive Franchise Agreement for Collection and Handling of Solid Waste, Recycling, Green and Organic Waste, between the City of Corcoran and Tule Trash, LLC, (proposed to be) effective February 1, 2021”

RESOLUTION NO. 3072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN APPROVING A REPLACEMENT FRANCHISE AGREEMENT WITH TULE TRASH COMPANY, LLC

WHEREAS, Corcoran Municipal Code Section 4-2-10 provides for a solid waste contract to be entered into between the City of Corcoran and a private contractor by Resolution of the City Council; and

WHEREAS, the City entered an agreement with Tule Trash Company, LLC (Tule) in 2005 for a ten-year term, which was extended in 2015 for an additional ten-year term through June 30, 2025; and

WHEREAS, Tule has provided outstanding service to the City; and

WHEREAS, Tule was purchased by American Refuse Inc. in 2018 and the City Council of Corcoran subsequently approved the assignment of ownership of the agreement with Tule; and

WHEREAS, many new regulatory requirements are not covered in the original agreement; and

WHEREAS, the City desires to pay land-fill tipping fees directly to Kings Waste and Recycling Authority rather than pay said fees through Tule; and

WHEREAS, the Parties have worked cooperative over the past year to develop a replacement agreement covering all current regulatory requirements; and

WHEREAS, rates to city customers are unchanged by the replacement agreement; and

WHEREAS, the term of the replacement agreement is extended one year to June 30, 2026.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran as follows:

The City Council hereby approves the attached "Exclusive Franchise Agreement for Collection and Handling of Solid Waste, Recycling, Green and Organic Waste between the City of Corcoran and Tule Trash, LLC, to be effective February 1, 2021.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 12th day of January 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Patricia Nolen, Mayor

ATTEST:

City Clerk/Deputy City Clerk

**EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND HANDLING OF
SOLID WASTE, RECYCLING,
GREEN AND ORGANIC WASTE**

**BETWEEN THE CITY OF CORCORAN
AND
TULE TRASH, LLC**

Effective Date: February 1, 2021

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- B. Customer Rates
- C. Contractor Rates
- D. Special Waste
- E. Diversion and Operations Plan
- F. Public Education and Outreach Plan
- G. Contractor Rate Adjustment Methodology

**EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND HANDLING OF
SOLID WASTE, RECYCLING, GREEN AND ORGANIC WASTE**

**BETWEEN THE CITY OF CORCORAN
AND
TULE TRASH, LLC**

THIS AGREEMENT FOR THE COLLECTION AND HANDLING OF SOLID WASTE (“Agreement”) is made and entered into this 12th day of January 2021, by and between the CITY OF CORCORAN, a general law city and municipal corporation of the State of California, (“CITY”), and Tule Trash, LLC a California corporation (“CONTRACTOR”). CITY and CONTRACTOR are individually referred to as “Party” and collectively referred to as the “Parties”.

R E C I T A L S :

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 *et. seq.*) (“AB 939”), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions to meet the goals and requirements of AB 939; and,

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote diversion and to maximize the use of feasible waste reduction, re-use, recycling, and composting options in order to reduce the amount of refuse that must be disposed; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), CITY has determined that in order to protect the public health and safety of the residents and business within the identified franchise area, it is appropriate to provide for solid waste collection and disposal by a private waste hauler as an alternative to providing such services through public resources; and to that end has determined that an exclusive franchise be awarded to a qualified company for the handling of solid waste and recyclable materials and other services to meet the goals and requirements of AB 939; which franchise can be appropriately integrated into and function as part of the solid waste system provided by CITY; and,

WHEREAS, Public Resources Code Section 40059 permits CITY to impose terms and conditions on the award of a solid waste franchise if, in the opinion of the governing body, the public health, safety and well-being require the imposition of those terms and conditions; and,

WHEREAS, CONTRACTOR has represented and warranted to CITY that it has the experience, responsibility, and qualifications to provide solid waste handling services, as defined in Public Resources Code Section 49505 and as described herein; and,

WHEREAS, the City Council of CITY has determined that CONTRACTOR, by demonstrated experience, reputation and capacity is qualified to continue to exclusively provide for the collection of residential and commercial solid waste within the Franchise area and to transport such solid waste to places of processing and disposal, which may be designated in accordance with this Agreement, and CITY and CONTRACTOR desire that CONTRACTOR be engaged to perform such services on the terms and conditions set forth in this Agreement; and,

WHEREAS, the City Council of CITY has determined that the public health, safety and well-being of its residents require that solid waste collection, processing and disposal, including but not limited to the frequency of collection, the means of collection and the transportation, scope of services, charges and fees, location and extent of such services be governed by and provided under an exclusive solid waste franchise agreement; and,

WHEREAS, CONTRACTOR shall provide all required AB 341, AB 1826 and SB 1383 collection services so that the CITY is in compliance with all the collection requirements of AB 341, AB 1826, and SB 1383; and,

WHEREAS, the Parties hereto desire to enter into this Agreement for the purpose of rescinding and superseding all prior agreements and understandings between the Parties to accurately reflect the rights and obligations of the CITY and CONTRACTOR solely as set forth in this Agreement; and,

WHEREAS, the City Council of CITY further declares its intention of maintaining reasonable rates for collection, processing, and disposal of solid waste within CITY; and

WHEREAS, the CITY and CONTRACTOR have attempted to address conditions affecting their performance of services under this agreement but recognize that reasonably unanticipated conditions may occur during the term of this agreement that will require the parties to meet and confer to reasonably respond to such changed conditions; and

NOW, THEREFORE, in consideration of the respective and mutual covenants and promises contained and made in this Agreement, and subject to all the terms and conditions of this Agreement, the Parties agree as follows.

1. DEFINITIONS

1.1 AB 1826 means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.2 AB 341 means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

1.3 AB 939 means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

1.4 Affiliated Companies mean all businesses which are directly or indirectly related to CONTRACTOR by virtue of direct or indirect ownership interests or common management or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in CONTRACTOR.

1.5 Applicable Law means all law, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, or requirements of the United States, State of California, County of Kings, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, including AB 939, that from time to time apply to or govern the services provided pursuant to this Agreement or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and the Kings County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments thereto, unless otherwise specifically limited.

1.6 Bins mean Front Loading Bins provided by CONTRACTOR for Commercial Premises.

1.7 Bulky Item means discarded Appliances (including refrigerators), furniture, tires, carpets, mattresses, E-Waste, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Waste, or items herein defined as Excluded Waste.

1.8 City Manager means the City Manager of CITY. The City Manager or designee is the authorized agent of CITY in enforcing the terms of this Agreement.

1.9 Change in Law means any of the following events or conditions that has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.10 Commercial Premises means all properties or points of Solid Waste collection on which there are the following uses: industrial, manufacturing, industrial warehouse, restaurants, wholesale or retail stores, service establishments, professional offices, construction sites, hotels or motels and multi-family residential sites of 5 or more units.

1.11 Construction and Demolition Waste (C&D) means any waste matter which is a by-product of a construction, demolition, clean-up, or remodeling process, wherever occurring within the CITY.

1.12 Container means an industry standard receptacle for disposal of Solid Waste, Green Waste, and Recyclables, in a range of sizes, including approximately 64 gallons to 40-yards. A Container may have wheels and has a handle for ease of movement and a tight-fitting, attached lid and is designed to be dumped manually or mechanically into a Solid Waste collection vehicle.

1.13 Container Contamination or Contaminated Container means a container, regardless of color, that contains prohibited container contaminants as defined in this Section.

1.14 Contractor Rates means the rates paid to the CONTRACTOR as compensation for the services provided under this Agreement as set forth in **Exhibit C**.

1.15 County means Kings County.

1.16 Covered Generator means all Commercial Premises that are subject to the requirements of AB 341, AB 1826 and/or SB 1383. The CITY's City Manager or his or her designee shall specify the minimum weekly Solid Waste service threshold that defines a Covered Generator.

1.17 Customer means each person or business directly receiving services from CONTRACTOR within the Franchise Area.

1.18 Customer Rates means the fees and charges imposed on Customers as set forth in **Exhibit B**, incorporated by this reference.

1.19 Designated Facility means a facility that has been designated by the CITY to receive Solid Waste, Construction and Demolition Waste, Green Waste, Organic Waste, Recyclable Materials, and any other materials collected by the CONTRACTOR under this Agreement.

1.20 Disposal Facility means a facility or facilities for disposing of Solid Waste and/or residue from a Processing Facility.

1.21 E-Waste means appliances, devices, and other objects containing electronic components, and includes (but is not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, televisions, printers, microwaves, and toasters.

1.22 Excluded Waste means Hazardous Waste; volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that the CONTRACTOR reasonably believes would, as a result of or upon disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills; waste that in CONTRACTOR's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose the CONTRACTOR or the CITY to potential liability; and Special Waste.

1.23 Franchise Area Service Area of Refuse Collect as defined by Exhibit A.

1.24 Green Waste means grass clippings, leaves, prunings, tree trimmings, pine needles, weeds, branches, brush, and non-hazardous wood waste.

1.25 Gross Receipts means total cash receipts collected from Customers by the CITY for the provision of services pursuant to this Agreement, without any deduction.

1.26 Hazardous Waste means any material, which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, including:

(A) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Section 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522; and,

(B) Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations; and,

(C) Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal State of California, and local laws and regulations,

including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.; and,

(D) Materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., as amended, and regulations promulgated thereunder; and

(E) Materials regulated under any future additional or substitute federal, State, or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the broader, more expansive definition shall be employed for purposes of this Agreement. Notwithstanding any provision of this definition to the contrary, for purposes of this Agreement, Universal Waste shall not be considered Hazardous Waste.

1.27 Hazardous Waste Facility means a facility which holds all required permits and approvals for acceptance of Hazardous Waste, and which disposes of or processes Hazardous Waste in accordance with Applicable Law.

1.28 Holiday means a day officially designated as either a State holiday or Federal holiday, or both.

1.29 Municipal Code means the City of Corcoran Municipal Code, as amended from time to time.

1.30 Organic Waste means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

1.31 Overfilled Container is a container whose lid cannot fully close due to the presence of waste protruding above the container's rim

1.32 Processing Facility means a facility or facilities for sorting and/or processing of Construction and Demolition Waste, Green Waste, Organic Waste, commingled or source separated Recyclable Materials and/or Solid Waste.

1.33 Prohibited Container Contaminants means any of the following:

(A) Non-organic waste placed in a green container

(B) Organic wastes that are carpet, hazardous wood waste, or non-compostable paper placed in the green container

(C) Organic wastes, placed in a gray/black container, that were intended to be collected separately in the green container or blue container.

(D) Organic wastes placed in the blue container shall be considered prohibited container contaminants when those wastes were specifically identified for collection in the green container for recovery. Paper products, printing and writing paper, wood and dry lumber may be considered acceptable and not considered prohibited container contaminants if they are placed in the blue container.

(E) Recyclable materials placed in green or gray/black container that were intended to be collected separately in the blue container

1.34 Reasonable Business Efforts mean those efforts a reasonably prudent businessperson would expend under the same or similar circumstances in the exercise of such person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such person has undertaken to satisfy; provided that such person would not incur a financial loss (other than time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending such efforts.

1.35 Recyclable Materials mean materials which have been discarded, thrown away or abandoned by the generator or owner thereof and are commonly collected in recycling programs in California, including, but not limited to:

- newsprint
- corrugated material
- high-grade paper and mixed paper
- glass
- aluminum cans
- tin cans
- steel and other types of scrap metals
- PET polyethylene terephthalate containers ("PET") marked "1" as of the date hereof
- high density polyethylene containers ("HDPE") marked "2" as of the date hereof
- low density polyethylene containers ("LDPE") marked "4" as of the date hereof
- California redemption containers
- ferrous metals
- non-ferrous metals
- white paper
- mixed paper
- telephone books

This list may be expanded to include any other material for which a recycling market or process is developed, and which material is designated by CITY to constitute Recyclable Material during the term of this Agreement. Notwithstanding any other term or provision of this Agreement to the contrary, materials shall be deemed to constitute solid waste within the meaning of California Public Resources Code Section 40191, and regulated accordingly, whether or not said materials are identified on the foregoing list or may be potentially recyclable, in all cases where the material is mixed or commingled with other types of solid waste, or where a fee, charge, or other form of consideration, regardless of amount, is directly or indirectly solicited or received from the

generator in exchange for collection, removal, transportation, storage, processing, handling or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, or affiliate of the provider of such service. As used herein, "generator" includes, without limitation, a property owner, occupant, or his/her contractor.

1.36 Residential Premises means and includes all single family, duplex, or townhomes.

1.37 Roll-Off Bins mean Bins picked up by CONTRACTOR by means of rear loading winches onto rails. Roll-Off Bins are generally much larger in size than Front-Loading Bins.

1.38 SB 1383 means Title 14: Natural Resources; Division 7. Department of Resources, Recycling and Recovery; Chapter 12: Short-lived Climate Pollutants.

1.39 Solid Waste means and includes all forms of residential and commercial waste generated within City limits and intended for disposal. Solid Waste as defined in California Public Resources Code, Section 40191 and regulations promulgated thereunder and without limitation includes all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Construction and Demolition Waste, Excluded Waste, Green Waste, Organic Waste, and Recyclable Materials if other provisions of this Agreement discuss collection and disposal of such materials.

1.40 Special Waste means any waste matter which is a Hazardous Waste, or which requires special handling or processing, including those items set forth on **Exhibit D** attached to this Agreement and incorporated by this reference.

1.41 Universal Waste means any waste matter which the State of California classifies as "universal waste," including but not limited to items and materials listed in 22 CCR 66261.9, as it may be amended, as well as any items listed below not classified by the State of California as "universal waste." Universal Waste includes, but is not limited to, the following:

- E-Waste
- Batteries (except automobile batteries)
- Thermostats
- Lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics
- Cathode ray tubes
- Aerosol cans
- Mercury-containing items, including light switches, pressure gauges, and thermometers
- Appliances, devices, and other objects containing electronic components, including (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, and televisions
- Prescription and non-prescription drugs, not including controlled substances

2. GRANT OF EXCLUSIVE CONTRACT

2.1. Scope of Agreement

Except as otherwise provided in this Agreement, CITY grants to CONTRACTOR during the term of this Agreement the exclusive right and privilege to collect and transport to a Disposal or Processing Facility (as applicable) Solid Waste, Construction and Demolition Waste, Green Waste, Organic Waste, and Recyclable Materials produced, generated, kept and/or accumulated at Residential Premises and Commercial Premises within the Franchise Area as that area may exist at any time during the term of this Agreement.

2.2 Limitations on Scope

The right granted to the CONTRACTOR is exclusive, except for the categories of solid waste listed below. The granting of this right does not preclude the categories of solid waste listed below from being delivered to, collected, or transported by others as provided below, provided that no person is excused from obtaining from the CITY any authorization that is required by law. CONTRACTOR may, but is not obligated to, provide the services described below on a non-exclusive basis.

- a) The collection of Solid Waste from any location outside of the franchise area.
- b) Solid Waste, Construction and Demolition Waste, Green Waste, Organic Waste Recyclable Materials which are transported personally by the owner or occupant of the premises at which they are generated (or by his or her employees) to a permitted transfer, processing, and disposal facility. Customers cannot subcontract any portion of any such self-hauled material to any entity other than the CONTRACTOR.
- c) Recyclable Materials, Green Waste or Organic Waste donated or sold by Customers to any party of their choice.
- d) Recyclable beverage containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California Public Resources Code.
- e) Donated or Sold Materials. Any items which are source Separated at any premises by the generator and sold or donated to other persons, including youth, civic, or charitable organizations.
- f) Animal waste and remains from slaughterhouse or butcher shops, grease waste, and used cooking oil.
- g) By-products of sewage treatment including sludge, sludge ash, grit, and screenings.
- h) Hazardous waste, household hazardous waste (during household waste disposal events), and infectious waste with appropriate precautions at an approved infectious waste facility.

- i) Source separated E-waste and source separated universal waste, including household batteries, fluorescent light bulbs and mercury switches.
- j) Materials generated by governmental facilities (Including public schools which are exempt from the Agreement by applicable law), provided that the generator has arranged services with the person collecting same through a separate agreement.
- k) Green Waste removed from premises by a gardening, landscaping, or tree-trimming company, using its own equipment and employees as an incidental part of the total service offered by the company, as opposed to a hauling service.
- l) Construction and Demolition Waste that is incidentally removed from a single residential or commercial premises by a duly licensed construction or demolition company, as part of the total service offered by such licensed company and where the licensed company uses its own employees and equipment, other than debris boxes which are exclusive to the CONTRACTOR.
- m) Edible food which is provided by the generator for the purposes of feeding people or animals, regardless of whether it is donated, or a fee paid to other person(s) to collect it from the generator.
- n) The discretionary collection of Solid Waste by CITY.

The CONTRACTOR's exclusive franchise in this Agreement shall not include governmental entities if and to the extent the CITY has no legal power to include them in the exclusive franchise. The provisions of this Agreement shall not preclude or prohibit the CITY or any officer or employee thereof or any employee of the, County, State, or any governmental subdivisions thereof, from collecting, removing, and disposing of Solid Waste from CITY, County, or State facilities.

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3. CONSIDERATION

3.1 Franchise Fee

In consideration of this Agreement and the permit and franchise given CONTRACTOR under this Agreement, CONTRACTOR shall pay to CITY, as a franchise fee, the sum of nine and eight-tenths percent (9.8%) of CONTRACTOR's Rates derived from Solid Waste, Recycling, Green, Organic, and C&D collection operations conducted within the Franchise Area of the CITY pursuant to this Agreement for each monthly period ("Franchise Fee"). CITY shall calculate the Franchise Fee amount each month and withhold the Franchise Fee payment from CITY's monthly payment to CONTRACTOR. CONTRACTOR shall remit to city Franchise Fee payments for roll-off services and any other services billed directly by CONTRACTOR. CONTRACTOR and CITY agree the Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to CONTRACTOR under this Agreement.

3.2 Other Fees

CITY reserves the right to include other fees in the rates provided the rates are adjusted such that there is no net financial impact to the CONTRACTOR.

4. CONTRACTOR RESPONSIBILITY

CONTRACTOR agrees to perform its obligations under this Agreement for the term of this Agreement. CONTRACTOR shall furnish all labor and equipment necessary for the collection, processing, and disposal of all Solid Waste subject to the terms, conditions, and provisions of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services in conformance with such terms, conditions, and provisions of this Agreement. CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

CONTRACTOR shall be responsible for meeting the applicable solid waste collection requirements and standards of SB 1383. To the extent requirements of SB1383 exceed the scope of CONTRACTOR'S services specified in this Agreement, CONTRACTOR may request a rate adjustment from CITY pursuant to Section 7.4.3 Unforeseen Circumstances.

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5. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2021 (“Effective Date”); however, if the approval of the City Council of Corcoran is not received by January 31, 2021, this Agreement shall commence on the first day of the month following approval of the City Council. The initial term of this Agreement shall be though June 30, 2026. Additionally, upon mutual agreement of both the CITY and CONTRACTOR this Agreement may be extended for up to two (2) additional five-year terms.

Notwithstanding the foregoing, if at any time during the term of this Agreement, CITY’s diversion rate with respect to the Solid Waste controlled by this Agreement has, for any consecutive six-month period or one calendar year, fallen below the minimum diversion rate required by the State of California, the Parties shall mutually work together to assess diversion programs within the Franchise Area, develop new or expanded programs and take other actions necessary to meet State diversion requirements. (These could include establishment of an ordinance, new program implementation, adjusting processing facilities, investment in outreach and education, etc.) If these efforts have not remedied the diversion rate within 180 calendar days of implementation by CONTRACTORS action or inaction, the CITY may terminate this Agreement in its option. This does not limit the CITY’s other remedies under this Agreement.

6. SCOPE OF SERVICES

6.1 General

CONTRACTOR shall provide Solid Waste, Recyclable Material, Green Waste and Organic Waste collection, transportation, processing, and disposal services within the Franchise Area in accordance with the terms of this Agreement. CONTRACTOR shall not be required to provide such collection, transportation, processing, and disposal services for Special or Hazardous Waste under this Agreement, except to the extent provided herein. CONTRACTOR may provide such services for Special or Hazardous Waste if contracted to do so by Customers under separate written contracts negotiated between CONTRACTOR and the Customer generating such Special or Hazardous Waste, provided CONTRACTOR obtains all necessary permits and performs in accordance with Applicable Law.

6.2 Residential Collection Services

6.2.1 Solid Waste Collection. CONTRACTOR shall provide all Residential Premises with a weekly collection of Solid Waste in a CONTRACTOR provided 95- or 65- gallon gray or black container.

6.2.2 Recyclable Materials Collection. CONTRACTOR shall provide all Residential Premises with a weekly collection of Recyclable Materials in a CONTRACTOR provided 95-gallon Blue container.

6.2.3 Green Waste Collection. CONTRACTOR shall provide all Residential Premises with a weekly collection of Solid Waste in a CONTRACTOR provided 95-gallon green container.

6.2.4 Organic Waste Collection. Beginning no later than January 1, 2022, or as otherwise directed by the CITY, CONTRACTOR shall provide weekly collection of Organic Waste, to be collected along with Green Waste in the 95-gallon green Container.

6.3 Commercial Collection Services

6.3.1 Solid Waste Collection. CONTRACTOR shall provide Solid Waste collection service in CONTRACTOR provided Containers or Bins no less than weekly to all Commercial Premises, with weekly service levels determined on an individual customer basis.

6.3.2 Recyclable Materials Collection. CONTRACTOR shall provide Recyclable Materials collection service to all Commercial Premises Covered Generators in CONTRACTOR provided Containers or Bins no less than weekly, with weekly service levels determined on an individual customer basis. The minimum weekly Recyclable Materials collection service level shall be one (1) 95-gallon Container.

6.3.3 Organic Waste Collection. CONTRACTOR shall provide Organic Waste collection services to all Commercial Premises Covered Generators in CONTRACTOR provided Containers or Bins no less than weekly, with weekly service levels determined on an individual customer basis. The minimum weekly Organic Material collection service level shall be one (1) 95-gallon Container.

6.4 Roll-Off and Compactor Services

CONTRACTOR shall provide temporary and permanent roll-off and compactor service as scheduled with an account.

6.5 Bins and Containers

6.5.1 Provision of Bins and Containers. CONTRACTOR shall provide all Bins and Containers to be used by Customers for the deposit of Solid Waste, Recyclable Materials, Green Waste and Organic Waste at its sole cost and expense; provided that, upon approval by CONTRACTOR, a Customer may provide, at its cost, its own compactor for such purposes. Unless otherwise approved by CITY, CONTRACTOR's Bins and Containers shall be of the sizes set forth in the Rates. CONTRACTOR shall maintain all such Bins and Containers in good condition and repair, except that it is the customer's responsibility to keep such Containers clean.

6.5.2 Bin and Container Colors - All new and replacement Containers and Bins shall conform to the container color requirements of SB 1383 Section 18984.7 - Container Color Requirements.

6.5.3 Bin and Container Labels - By no later than January 1, 2022, CONTRACTOR shall comply with all SB 1383 Section 18984.8 - Container Labeling Requirements.

6.5.4 Container Cleaning - Customers shall be responsible for maintaining carts in a sanitary condition. CONTRACTOR shall clean or replace bins as requested by customers. CONTRACTOR will do so at no cost to the customer once per Calendar Year; Customer shall be charged an additional fee, at 25% of monthly rate as presented in the rate schedule shown as

Attachment C, as amended from time to time for additional cleanings or replacements, not to exceed one annually.

6.5.5 Repair and Replacement of Bins and Containers - CONTRACTOR shall replace or repair any Bins and Containers not in good condition at its sole cost and expense; provided, however, that if a Bin or Container is damaged or destroyed through the fault or negligence of Customer which it was supplied, CONTRACTOR, with CITY's written consent, may recover the costs of repair or replacement from the person who was responsible for the damage or destruction. CONTRACTOR will bill Customers directly for bin replacements or repair costs.

6.5.5 CITY'S Right to Purchase Containers - At the end of the term of this Agreement or any extensions, the CITY shall have the right to purchase some or all the CONTRACTOR's Containers that are being used to provide service to Residential and Commercial Premises within the CITY. The price to be paid shall not to exceed the remaining interest and depreciation expense of those Containers, with those interest and depreciation costs to be based on a straight-line depreciation over a term of not more than 10 years.

6.6 Employees

While engaged in activities authorized or required by this Agreement, CONTRACTOR's employees and agents shall be attired in suitable and acceptable uniforms. All CONTRACTOR's employees shall make collections as reasonably quiet as possible and shall avoid unnecessary disturbance. CONTRACTOR and its employees shall not trespass or loiter on Customers' property and shall use due care in entering and exiting such property, using paved walks or surfaces where practicable.

6.7 Other Requirements

6.7.1 Care of Containers and Cleaning of Litter. CONTRACTOR shall exercise due care when handling Containers and shall not cause the Containers to be thrown or dropped during collection services. CONTRACTOR's employees shall replace Containers upright once emptied within 5 feet of the point of collection with the lid closed, and shall clean up any Solid Waste, Recyclable Materials, Green Waste and/or Organic Waste spilled during the collection process. In the event of repeated litter not caused by CONTRACTOR directly, CONTRACTOR shall first notify the Customer and, if litter continues, CONTRACTOR may request the CITY's assistance to rectify the situation.

6.7.2 Contractor Responsible for Property Damage. CONTRACTOR shall be responsible for any damage to any property if proven to be the result of the CONTRACTOR's vehicles exceeding the legal maximum weight limits of the State of California or the CONTRACTOR's negligent operation of the vehicles. CONTRACTOR shall be responsible for damage to public and private utilities, and shall repair or replace such damaged utilities, if proven, to the satisfaction of the CITY, to be caused by the inattention, carelessness, or negligence of CONTRACTOR.

6.7.3 Contractor Routes. CITY reserves the right to construct any improvement or to permit construction in any street or alley which may have the incidental effect of preventing CONTRACTOR from driving an established collection route, in which event CONTRACTOR will adjust its route without cost adjustment therefor. The CITY will notify the CONTRACTOR,

in writing, ninety (90) days in advance of any construction activities in a street or alley which may have the incidental effect of preventing CONTRACTOR from driving an established collection route. Any route changes proposed by CONTRACTOR shall be submitted, in writing, for CITY approval at least sixty (60) days prior to the proposed date of implementation. To meet this noticing requirement the CITY shall provide CONTRACTOR with a minimum of thirty (30) days-notice of any construction that would impact the CONTRACTOR's routes in advance of CONTRACTOR'S minimum ninety (90) day notice. CONTRACTOR shall implement such route changes so that no Customer is left without collection services for more than six days. CITY reserves the right to conduct audits of CONTRACTOR's collection routes. Upon request, CONTRACTOR shall provide CITY with route maps detailing all collection routes.

6.7.4 Bulky Item Collection. CONTRACTOR shall provide Bulky Item Collection programs as described in **Exhibit E**.

6.7.5 Hours of Collection. Collection service at Residential Premises shall not start earlier than 5:00 a.m. Collection service at Commercial Premises may not start earlier than 4:00 a.m. for Premises located more than five hundred feet from any Residential Premises, or 5:00 a.m. for Premises located five hundred or fewer feet from any Residential Premises, or continue after 7:00 p.m., except as is specifically approved in writing by the City Manager or his designee.

6.7.6 Protocol on Container Contamination. CONTRACTOR will implement the protocol included in **Exhibit H**.

6.7.7 Protocol on Container Overfilling. CONTRACTOR will implement the protocol included in **Exhibit H**.

6.7.8 Special Handling. Special handling (walk-in-services) shall be provided for elderly citizens and other individuals who are physically unable to transport their Containers to the curbside, and who do not live with any able-bodied person who can transport those materials to the curbside, subject to the approved rates in **Exhibit B**. Certification and approval for this service by the CITY Public Works Director will be required of all individuals who are unable to transport their trash to the curbside or alley.

6.7.9 Days of Collection. Residential Solid Waste, Recyclable Materials, Green Waste, and Organic Waste collection services shall all be provided weekly on the same day of the week. Unless otherwise agreed to in writing by the CITY and CONTRACTOR, Residential Premises collection services shall be provided on Tuesdays and Wednesdays.

6.7.10 No Commingling. CONTRACTOR shall not commingle, in the vehicles or otherwise, any Solid Waste with any Recyclable Materials or Green Waste, or any Solid Waste, Recyclable Materials or Green Waste with each other when collected by CONTRACTOR, unless otherwise specifically authorized in writing by CITY. CONTRACTOR shall not be deemed to have violated this Section where such materials were commingled prior to collection by CONTRACTOR.

6.7.11 Regulatory Exemptions. The CONTRACTOR will identify all Commercial Premises that qualify for an exemption or wavier from AB 341, AB 1826, and SB 1383 requirements, and report that information to the CITY no later than January 1, 2022.

6.8 Designated Facilities

For all Residential Premises and Commercial Premises, including multi-family accounts, the contents of the green container shall be transported to a Designated Facility that recovers source separated organic waste. The contents of the blue container shall be transported to a Designated Facility that recovers the materials designated for collection in the blue container. The contents of the garbage container shall be transported to a Designated Facility permitted to accept that material. The Designated Facilities are:

- Solid Waste KWRA Material Recovery Facility
- Construction and Demolition KWRA Material Recovery Facility
- Green Waste KWRA Material Recovery Facility
- Organic Waste KWRA Material Recovery Facility
- Recyclable Materials KWRA Material Recovery Facility

The CITY and CONTRACTOR shall mutually agree on any requested change in facilities for Solid Waste, Construction and Demolition Waste, Green Waste, Organic Waste, and Recyclable Materials. If public health, safety and/or fiscal interest require, or compliance with Applicable Law necessitates, the CITY may designate an alternate facility at any time during the term of this Agreement. Prior to designating an alternative facility, CITY shall give CONTRACTOR at least thirty (30) days advance written notification of its intention to do so, except in cases of emergency resulting in an imminent threat to public health and safety. As to any alternate facility designation by the CITY which results in increased expense to CONTRACTOR, CONTRACTOR shall be entitled to recover through a corresponding rate adjustment the full amount of the additional expense. In that event, the rate adjustment shall be implemented no later than thirty (30) days from the effective date of the designation and shall be applied retroactive to the date the CONTRACTOR commenced use of the alternative facility. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to a rate increase following the CITY's exercise of any alternative facility designation rights hereunder where CITY's decision to designate an alternative facility results solely from the closure of a facility owned and operated by CONTRACTOR.

6.9 Diversion

6.9.1 Weighing and Record Requirements. CONTRACTOR shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing Facility and all weight and related delivery information recorded. CONTRACTOR shall arrange with the Processing Facility to allow the CITY to review during such facility's normal operating hours any recordings or video of tipping. CONTRACTOR shall ensure that all scales shall be weigh master certified and regularly maintained to ensure reliability and continued functioning.

6.9.2 Recyclable Materials Specifications. CITY is not responsible for the quality of Recyclable Materials delivered to or rejected by the Processing Facility. CITY makes no warranty, either express or implied, with respect to the Recyclable Materials, including but not limited to warranties of merchantability and fitness for a particular purpose.

6.9.3 Marketing. CONTRACTOR shall be responsible for sending recyclables and organic materials to a CITY approved facility that will maximize the diversion and

marketability of the materials to the maximum extent feasible. CONTRACTOR shall also be responsible for sending Green Waste shall to a CITY approved facility that will manage that material to ensure diversion credit to the maximum extent feasible.

6.9.4 Diversion and Operations Plan. Without limiting the foregoing, CONTRACTOR shall provide all services, programs and outreach as set forth in the Diversion and Operations Plan, attached as **Exhibit E**.

6.10 Procurement of Recovered Organic Waste Products

6.10.1 Renewable Gas. Should the CONTRACTOR use renewable gas in its vehicles operating in the CITY that qualifies as recovered organics waste products per SB 1383, all such renewable gas quantities shall be procured on behalf of the CITY such that they count towards the CITY's Recovered Organic Waste Product Procurement Target as specified in SB 1383 Article 12: Procurement of Recovered Organic Waste Products.

6.10.2 Compost and Mulch. CONTRACTOR shall provide the CITY with up to 100 cubic yards of SB 1383 recovered organic waste products annually, in the form of compost and/or mulch, CONTRACTOR shall deliver loads of all such material to locations in the CITY of Corcoran designated by the CITY within 14 days of the CITY's request, at a cost to be negotiated in good faith by the CITY and CONTRACTOR.

6.11 Indemnification. To the extent permitted by Public Resources Code Section 40059.1, and to the extent noncompliance is caused by CONTRACTOR's breach of or noncompliance with a provision of this Agreement, CONTRACTOR agrees to protect and defend CITY, with counsel mutually agreed by CITY and CONTRACTOR, and to indemnify and hold harmless CITY from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery if the diversion goals specified in the Public Resources Code are not met by the CITY with respect to the Solid Waste collected by CONTRACTOR under this Agreement.

If the CITY finds that additional programs are necessary to meet any required diversion goals the CITY may require proposals for additional diversion programs to meet the diversion requirements. If necessary, CITY and CONTRACTOR shall enter good faith negotiations, but if agreement regarding programs and/or rate adjustments cannot be reached, the matter shall be referred for non-binding mediation as set forth herein. If CITY and CONTRACTOR cannot reach agreement regarding programs and/or rate adjustments to meet required diversion goals, the CITY and CONTRACTOR shall refer the matter for binding arbitration to be resolved by an independent arbitrator mutually selected by the CITY and CONTRACTOR, the costs of which shall be borne equally by the CITY and CONTRACTOR. Both parties shall, in good faith and in writing, promptly provide the independent mediator or arbitrator with all information and documentation required or requested by the independent arbitrator to make its determination. The independent arbitrator shall make its determination based on the submissions of the parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute. Such determination shall be made within thirty (30) days following such referral and shall be binding upon the Parties as though made a lawful amendment to this Agreement.

6.12 Anti-Scavenging Laws

CONTRACTOR shall cooperate with CITY in enforcing anti-scavenging laws.

6.13 Collection on Holidays

When collection services are within a Holiday week where routes are impacted, or on a day which the Disposal and Designated Facilities utilized by CONTRACTOR are otherwise closed, CONTRACTOR may provide collection service for such routes on the next workday following such holiday. In addition, the CONTRACTOR may adjust subsequent collection days so that each route would be collected no later than one day late for the remainder of the impacted week. CONTRACTOR shall never provide collection service (unless in case of emergency where such pickup is authorized by CITY) on New Year's Day, Thanksgiving Day, or Christmas Day, except for those Customers requesting service on an as-needed basis.

As of December 2020, KWRA is closed on these holidays, subject to change by KWRA:

Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

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7. OTHER SERVICES OF CONTRACTOR

7.1 Public Education and Promotion

CONTRACTOR and CITY agree that all public education activities will be a collaborative effort between CITY and CONTRACTOR. CONTRACTOR shall be responsible for ensuring that its customers consistently receive a high level of service and responsiveness. CONTRACTOR acknowledges and agrees that education and public awareness are important elements of any effort to achieve the diversion of recyclable materials from the waste stream. CONTRACTOR shall develop an annual Public Education and Outreach Plan that it shall submit to the CITY annually by April 1st, that clearly identifies the number, type, content and schedule for all proposed CONTRACTOR public education and outreach to be conducted. At a minimum, the CONTRACTOR'S Public Education and Outreach Plan shall include:

1. AB 341 & AB 1826 Education and Outreach - All required AB 341 and AB 1826 residential and commercial public education and outreach.
2. Organic Waste Recovery Education and Outreach - Prior to February 1, 2022, and annually thereafter, CONTRACTOR shall provide Organic Waste generators that are provided organic waste collection service with the Organic Waste Recovery Education and Outreach specified in SB 1383 Section 18985.1 Organic Waste Recovery Education and Outreach.
3. Edible Food Recovery Education and Outreach - Prior to February 1, 2022, and annually thereafter, CONTRACTOR shall provide required SB 1383 Edible Food Recovery Education and Outreach per Section 198985.2.
4. Diversion Plan and Operations Plan – The CONTRACTOR'S Diversion and Operations Plan is found in **Exhibit E**.
5. Public Education and Outreach Plan - The CONTRACTOR'S Public Education and Outreach Plan is provided in **Exhibit F**.

7.2 Cooperation with Waste Composition Studies

CONTRACTOR shall cooperate with CITY on all customary and reasonable waste composition studies, at no additional cost to CITY, including cooperating with any waste compositions studies and/or any other actions necessary to determine if the CITY's organic waste collection service qualifies as a Performance Based Source Separated Organic Waste Collection Service as defined in SB 1383 Article 17.

7.3 Semiannual Waste Stream Audits

Twice annually, CONTRACTOR shall conduct waste stream audits of three (3) Customers generating four cubic yards of Solid Waste per week. The waste stream audits shall analyze the quantity and composition of the waste stream for each Customer, and it shall recommend practices and techniques for improving the diversion rate of each Customer's waste stream.

7.4 Hazardous Waste

CONTRACTOR shall use Reasonable Business Efforts to ensure the delivery of Hazardous Waste to a Hazardous Waste Facility, and to screen, identify and prevent against the disposal of Hazardous Wastes at any Processing or Disposal Facility used by CONTRACTOR under this Agreement. If CONTRACTOR inadvertently delivers materials to any Processing Facility, or Disposal Facility which comprise Hazardous Waste and CONTRACTOR cannot or fails to remove it, CONTRACTOR shall arrange for its proper disposal in accordance with Applicable Law. CONTRACTOR shall use Reasonable Business Efforts to recover the costs of such disposal from the Customer which generated such Hazardous Waste, if the Customer can be identified, and charge such cost to such Customer. If CONTRACTOR delivers Hazardous Waste to any Processing Facility, Green Waste Facility, Organic Waste Facility or Disposal Facility, CONTRACTOR shall promptly notify the CITY, the local fire department, and the Kings County Health Department, providing the name, address, and telephone number of the collector and the facility or premises from which the Hazardous Waste was collected, the type and quantity of the Hazardous Waste, and the location and method of final disposition of Hazardous Waste.

7.5 Indemnification

CONTRACTOR shall indemnify, defend with counsel approved by CITY, protect and hold harmless the CITY from and against all claims, actions, damages or liabilities paid, incurred or suffered by, or asserted against, the CITY arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where CONTRACTOR delivers, stores, processes, recycles, composts or disposes of materials or wastes to the extent that such liabilities are caused by CONTRACTOR's negligence or willful misconduct. Nothing in this Section shall be construed to require CONTRACTOR to indemnify the CITY for liabilities caused by the sole negligence of the CITY.

7.6 Community Relations Plan

CONTRACTOR shall use Reasonable Business Efforts to outreach and educate the public on the importance of recycling and separating Solid Waste to achieve maximum waste diversion. CONTRACTOR shall develop and implement a program of educational presentations and materials concerning the importance of recycling and diversion, proper techniques for Solid Waste disposal and recycling, and options for the disposal of Hazardous Waste. All community relations and promotional materials and related news releases shall be developed at CONTRACTOR's sole cost and expense. A new educational program shall be prepared for each fiscal year, and submitted to City Manager, and presentation to City Council. The program for the 2021-2022 fiscal year shall be submitted to CITY's City Manager within sixty (60) days after the date this Agreement is approved by CITY. CONTRACTOR's obligation under this section shall be in addition to any community outreach set forth in Exhibits E and F.

7.7 Emergency Service Provisions

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the CITY may grant CONTRACTOR a variance from regular routes and schedules. As soon as

practicable after such event, CONTRACTOR shall advise the CITY when it is anticipated that normal routes and schedules can be resumed. The CITY shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in **Exhibit C** to this Agreement provided CONTRACTOR has first secured written authorization and approval from CITY.

7.8 City Collection Services

CONTRACTOR shall provide collection services, including Solid Waste, Recycling, Organics and Green waste container collection services to the following Public Facilities at no charge to the CITY.

City Buildings:

- City Hall
- City Corporation Yard
- Fire Station #11
- Police Station
- Kate Boswell Senior Center
- The Corcoran Depot
- Recreation Association of Corcoran (RAC)
- Regional Accounting Office
- Veterans Building
- Wastewater Treatment Plant
- Water Treatment Plant
- Any new facility constructed/acquired by the CITY during term of this Agreement

City Parks:

- Father Stephen Wyatt Park
- John Maroot Park
- Burnham Smith Park and Corcoran Community Park
- City Hall Park
- Christmas Tree Park
- Ponding Basin located at Gable and 6 ½ Ave
- Ponding Basin located at the Crown Development
- Ponding Basin located at the Centex Homes Development
- Cesar Chavez Park
- Any new park constructed by the CITY during the term of this Agreement

7.9 Annual City Sponsored Special Events

CONTRACTOR will provide refuse, recyclable and organics collection and portable toilets to the following CITY Sponsored or co-sponsored events annually:

- Cotton Festival (the Fall)

- Christmas Parade (December)
- Four (4) CITY Sponsored or Co-Sponsored Events (Various Times Through the Year)
- Spring and/or fall cleanup
- City Christmas tree removal
- Residential Christmas tree pickup

7.10 Christmas Tree Collection Services

CONTRACTOR shall provide Christmas Tree collection services the first weekday following December 25. CONTRACTOR shall collect Christmas trees from Single-Family Customers as part of regular Yard Trimmings collection on Customer's regularly scheduled Collection day. CONTRACTOR shall Transport all collected Christmas trees to the Approved Facility. Christmas trees must be cut into sections no longer than four (4) feet in length, and have decorations, light strings, and stands removed and are placed inside the green yard trimming container. Christmas trees that contain tinsel, lights, or other decorations, or are attached to a tree stand are not required to be collected; however, CONTRACTOR shall affix a Non-Collection Notice to the container informing the Customer of the reason(s) for non-collection.

Additionally, CONTRACTOR will place a debris box container at the City's Corporate Yard the week following December 25th for up to four weeks. This box would be available for any Corcoran resident or business to place trees inside and will be dumped by CONTRACTOR on an as needed basis during the four-week time frame. CONTRACTOR will provide a debris box to the City in the downtown area for collection of the City Christmas Tree. The location and duration of time for the debris box will be determined by the City.

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8. BILLING, PAYMENTS AND RATES

8.1 Direct Billing by CITY

CITY shall be responsible for all billing services to the Customer, with the exception of the billing of temporary and permanent roll-off services and container or bin replacement, which shall be the responsibility of the CONTRACTOR. As such, the CITY is responsible for informing CONTRACTOR on Customers service level changes. Similarly, in the event a Customer requests a service level change through the CONTRACTOR, the CONTRACTOR will be responsible for informing the CITY of this change. The CITY shall be solely responsible for collecting any delinquent fees and charges, and for charging any contamination and/or overage fees.

8.2 Compensation for Services

Exhibit B contains the rates to be charged to customers (Customer Rates). In consideration of the services to be provided by CONTRACTOR to all residential and commercial customers in the Franchise Area, including the California State Prisons participating in this service that are directly billed by CITY. CITY shall pay CONTRACTOR at the rates set forth in **Exhibit C** (CONTRACTOR Rates), attached hereto and incorporated herein by this reference. CITY shall remit the total compensation owed to CONTRACTOR for residential, commercial, and prison collection and disposal services for each month, less the Franchise Fee calculated on CONTRACTOR's Rates, by the twentieth day of the following month. Such Franchise Fee shall be nine and eight tenths percent (9.8%) as of the effective date of this Agreement.

CONTRACTOR shall be responsible for providing whatever information is necessary to facilitate this process as determined necessary and appropriate by CITY.

CONTRACTOR shall receive compensation monthly in arrears based on invoices submitted to CITY.

Customers shall be charged the Customer Rates set forth in **Exhibit B**, as periodically adjusted by the CITY, for all services provided under this Agreement. If a needed service does not include a Rate in **Exhibit B**, CONTRACTOR shall not provide such service until a Rate is established by CITY. CONTRACTOR understands and agrees that any new Customer Rate may require CITY to comply with Proposition 218 and other applicable law.

8.3 City Responsible for all Facility Tip Fees or Gate Fees

CITY is responsible for all gate rates, tipping fees, and any other charges associated with the management of Solid Waste, Construction and Demolition Waste, Green Waste, Organic Waste, Recyclable Materials, and all other materials handled under this Agreement, not including tonnage collected from Roll-Off containers.

Parties acknowledge and agree that the Rates set forth in **Exhibit C** include full compensation to CONTRACTOR for all operational costs, not to include such gate rates, tipping fees, and any other charges. Notwithstanding any provision in this Agreement to the contrary, CITY is responsible for direct payment for all gate rates, tipping fees or other charges for materials collected from all tonnage collected through this franchise, except Roll-Off bins that are directly billed by CONTRACTOR.

8.4 Rate Adjustments

8.4.1 Customer Rates. CITY shall have the sole authority to adjust the Customer Rates (**Exhibit B**) as it deems necessary or appropriate.

8.4.2 Contractor Rates. CONTRACTOR Rates (**Exhibit C**) shall be adjusted annually on July 1st of each year following the methodology described in **Exhibit G**.

8.4.3 Unforeseen Circumstances. CONTRACTOR shall be allowed to present to CITY a request for rate change due to unforeseen circumstances, which affects the costs of services provided the circumstances are beyond CONTRACTOR's control. Any rate changes require CITY review and approval. Examples include substantial changes in law/regulations, fuel costs above normal market fluctuations (since CPI is only influenced partially by fuel costs), general costs above normal CPI changes, labor costs/insurance costs, changes in recycling markets etc.

9. COLLECTION EQUIPMENT AND PRACTICES

9.1 Number and Maintenance of Vehicles

CONTRACTOR shall provide an adequate number of vehicles and equipment for the collection, disposal and transportation services for which CONTRACTOR is responsible under this Agreement. All vehicles shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean, safe, and in good repair, shall keep all collected materials covered during transportation. Such vehicles shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. CONTRACTOR's name, phone number and vehicle number shall be visibly displayed on its vehicles in letters and figures no less than three inches (3") high. CONTRACTOR shall not load collection vehicles in excess of their legal weight.

9.2 Alternative-Fuel Vehicles Required

In providing services under this Agreement, CONTRACTOR shall comply in all respects with: (i) any applicable rule or regulation of the San Joaquin Valley Air Pollution Control District; (ii) the "Final Regulation Order" adopted by the California Air Resources Board regarding diesel particulate matter control measures for solid waste collection vehicles, including all implementing regulations, as they may be amended; and (iii) all other applicable rules, statutes, orders, or other forms of mandate issued or adopted by a government agency with jurisdiction over air quality. Upon request from CITY, CONTRACTOR shall provide records of all collection vehicles in service in the CITY, including fuel source and engine and chassis numbers. In addition to any indemnification obligations set forth elsewhere in this Agreement, CONTRACTOR shall defend, indemnify, and hold harmless CITY against any fines, penalties, losses, or claims arising out of CONTRACTOR's failure to comply with this paragraph.

9.3 Clean Collection Practices

CONTRACTOR shall not cause or permit the private property or CITY streets or property to be littered with trash or other debris because of CONTRACTOR's activities under this Agreement. CONTRACTOR shall clean up any such trash or debris in the immediate vicinity of any Container and/or storage area that results from collection services under this Agreement. In the event of repeated litter not caused by CONTRACTOR directly, CONTRACTOR shall first notify the Customer and, if litter continues, CONTRACTOR may request the CITY's assistance to rectify the situation.

10. PUBLIC ACCESS TO CONTRACTOR

10.1 Local Office and Regular Hours

CONTRACTOR'S office hours shall be, at a minimum, from 8 a.m. to 4 p.m. Monday through Friday, except Holidays. A representative of CONTRACTOR shall be available during office hours for communication with the public at CONTRACTOR'S principal office. The representative shall, at a minimum, provide route maps and service information to the public. CONTRACTOR shall also maintain an automated customer service telephone number for use during other than normal business hours. CONTRACTOR shall respond to customer phone calls within one (1) business day.

10.2 Service Complaints and Dispute Resolution

All service complaints received by CITY from Customers shall be directed to CONTRACTOR. CONTRACTOR shall record all complaints received (including date, name, address, and nature of complaint). CONTRACTOR shall make all such records available for inspection by the City Manager or his designee during normal business hours, upon demand by the City Manager. CONTRACTOR agrees to use its best efforts to resolve all such complaints within the business day next following the date on which such complaint is received.

CONTRACTOR shall document the action taken or other disposition made of each complaint. Such report shall be provided to CITY within forty-eight hours of a request.

If CONTRACTOR misses a scheduled pickup, it shall provide a special pickup within twenty-four (24) hours (Sundays and Holidays excepted) of notice thereof to CONTRACTOR at no charge to Customer or CITY.

The Customer making the complaint may appeal CONTRACTOR's resolution to the City Manager within 30 days of the initial complaint. CONTRACTOR shall promptly make this appeal right known to the Customer making complaints. The City Manager shall determine within 7 days of receiving the appeal and provide a written copy of the resolution to CONTRACTOR and the Customer appealing CONTRACTOR's complaint resolution.

If the City Manager determines that CONTRACTOR has failed to render performance in accordance with the requirements of this Agreement, he or she may assess damages against CONTRACTOR and reduce payment otherwise due to CONTRACTOR accordingly.

CONTRACTOR shall in all cases be given a reasonable opportunity to remedy the defect in performance prior to such assessment of damages.

10.3 Customer Information

CONTRACTOR shall not market, sell, convey, donate, or disclose to any person or entity any list with the names or addresses of Customers or information regarding the composition or content of Customers' waste unless authorized or required by Applicable Law, the CITY or a court of competent jurisdiction.

11. OWNERSHIP OF SOLID WASTE, RECYCLABLES, GREEN WASTE, AND ORGANIC WASTE

All Solid Waste, Recyclables, Green Waste, Organic Waste, Construction and Demolition Waste, and all other materials collected pursuant to this Agreement shall be the property of the Customer until placed in a Bin or Container for collection pursuant to this Agreement, unless rejected by CITY/CONTRACTOR through use of non-collection notice. Ownership of the Solid Waste, Recyclables, Green and Organic Waste shall transfer to CONTRACTOR once it is deposited in Containers set out at the collection point, or in CONTRACTOR's vehicles, unless rejected by CITY/CONTRACTOR through non-collection notice. CONTRACTOR is granted the right to collect and transport such Solid Waste, Recyclables, Green and Organic Waste. All Solid Waste, Recyclables, Green and Organic Waste shall be collected, transported, and disposed of in accordance with federal, state, and local law.

CONTRACTOR shall maintain all records required by state and federal law regarding source generation, recycling, and disposal of said materials, and in a form acceptable to CITY, and shall provide same to CITY upon request, but not less than once per year.

This area is intentionally blank.

12. INSURANCE, INDEMNIFICATION AND PERFORMANCE BOND

12.1 Indemnification of CITY

12.1.1 General Indemnification of CITY. CONTRACTOR agrees that it shall indemnify and hold harmless CITY, its officers, officials, employees, agents, assigns and any successor or successors to CITY's interest, from and against any and all loss, liability, penalties, claims, demands, actions or suits, of every kind and description, whether or not involving a third party claim, arising or resulting from: (i) the alleged acts or omissions of any obligation or duty of CONTRACTOR under this Agreement or under applicable law; (ii) the failure of CONTRACTOR, its agents, employees and/or subcontractors, to comply in all respects with the provisions and requirements of this Agreement; (iii) any breach of any representation or warranty of CONTRACTOR contained in this Agreement; and (iv) any breach or violation of any covenant or other obligation or duty of CONTRACTOR under this Agreement or under Applicable Law. CONTRACTOR shall, upon demand of CITY, at CONTRACTOR'S sole cost and expense, defend with an attorney mutually agreed by CITY and CONTRACTOR to defend CITY, its officers and/or employees against any and all claims, actions or suits in any legal proceedings, (whether judicial, quasi-judicial, administrative or legislative in nature) brought against CITY, its officers and/or employees arising or resulting from those situations described in (i) and (ii) above. The indemnification and defense provided for under this section shall not be construed to limit the indemnity and defense set forth in the following subsection. This subsection shall survive the expiration of the period during which collection services are to be provided under this Agreement. Notwithstanding the provisions of this subsection, CONTRACTOR shall not be required to appear or act in any litigation based solely upon the negligent acts or omissions of CITY.

12.1.2 Environmental Indemnification of CITY. CONTRACTOR shall indemnify, defend with an attorney selected by CITY, protect and hold harmless CITY, its officers, officials, employees, agents, assigns and any successor or successors to CITY's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, CITY or its officers, employees or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where CONTRACTOR stores or disposes of Solid Waste pursuant to this Agreement. The foregoing indemnity is intended to and shall be construed to operate as an agreement pursuant to Section 107(c) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9067(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify CITY from liability.

The foregoing shall not apply to the extent that any costs and damages arise out of the active negligence or willful misconduct of CITY, its agents, employees, officers, and contractors. CONTRACTOR shall have an affirmative duty to utilize for disposal of CITY's solid waste only those landfill facilities which comply with state and federal law. The indemnification and defense

provided for under this section shall not be construed to limit the indemnity and defense set forth in the preceding subsection

This subsection shall survive the expiration of the period during which collection services are to be provided under this Agreement.

Notwithstanding the provisions of this subsection, CONTRACTOR shall not be required to appear or act in any litigation based solely upon the negligent acts or omissions of CITY.

12.2 Insurance

CONTRACTOR shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to CITY.

12.2.1 Commercial General Liability Insurance. CONTRACTOR shall maintain time of occurrence based commercial general liability insurance or equivalent form with a combined single limit of not less than \$5,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or be no less than two times the occurrence limit. Such insurance shall:

(a) Name CITY, its officials, officers, employees, agents, and consultants, as insureds with respect to performance of services under this Agreement. Such insured status shall contain no special limitations on the scope of its protection to the above listed insureds.

(b) Be primary with respect to any insurance or self-insurance programs covering CITY, its officials, officers, employees, agents, and consultants.

(c) Contain standard separation of insureds provisions.

12.2.2 Business Automobile Liability Insurance. CONTRACTOR shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$5,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

12.2.3 Workers' Compensation Insurance. CONTRACTOR shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

12.2.4 Pollution Control Insurance. CONTRACTOR shall purchase and maintain in force for the duration of the Agreement term insurance for pollution legal liability applicable to bodily injury; property damage, cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Contractors activity under this Agreement. Coverage shall be maintained in an amount of at least \$1,000,000 per loss. If coverage is written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three years beginning from the time that work under this Agreement is completed.

12.2.5 Certificates/Insurer Rating/Cancellation Notice.

(a) CONTRACTOR shall, prior to commencement of services under this Agreement, furnish to CITY properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by CITY, which shall clearly evidence all insurance required in this Section. CONTRACTOR shall not allow such insurance to be canceled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to CITY.

(b) CONTRACTOR shall maintain such insurance from the time the services under this Agreement commence until the services are completed, except as may be otherwise required by this Section.

(c) CONTRACTOR shall place insurance with insurers having an A.M. Best Company rating of no less than A-VII and licensed to do business in California.

(d) CONTRACTOR shall replace certificates, policies, and endorsements for any insurance expiring prior to completion of the services.

12.3 Performance Bond

Prior to execution of this Agreement, CONTRACTOR shall deposit with CITY a performance bond in the amount of \$50,000. The Performance Bond shall serve as security for the faithful performance of CONTRACTOR of all the provisions and obligations of this Agreement. The Performance Bond shall contain terms acceptable to CITY.

13. TERMINATION AND OTHER REMEDIES

13.1 Termination

CITY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time because of a violation of this Agreement by CONTRACTOR by giving written notice to CONTRACTOR of such termination and the violation, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon receipt of a notice of termination, CONTRACTOR shall have sixty (60) days to cure or correct the violation of this Agreement noted by CITY. During the 60-day cure period, CONTRACTOR shall have the right to request to be heard by the City Council in closed session, provided that the request is made with sufficient time to include the item on a regularly scheduled city council meeting within the sixty (60) day period.

If the violation has not been cured or corrected within the 60-day cure period, CITY may proceed with the termination of this Agreement on the noticed date. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to CITY, and CONTRACTOR shall be entitled to no further compensation. Upon termination, CITY shall be entitled to damages caused by such violation and the resulting termination, including, but not limited to the liquidated damages provided for in Section 14 of this Agreement. Notwithstanding the 90-day pre-termination notice requirement described above, if, in CITY's determination (which determination may be made in the sole and absolute discretion of

CITY), the violation endangers public health, safety or welfare, termination may be effective immediately.

13.2 Remedies Not Exclusive

The rights and remedies of CITY under this Agreement, including the right to make a claim under the Performance Bond deposited with CITY by CONTRACTOR for reimbursement of any costs borne or damages incurred by CITY as a result of a default by CONTRACTOR under this Agreement and the right to perform during an emergency, shall be in addition to any and all other rights and privileges CITY may have, and shall not be deemed to limit any such other rights or privileges of CITY under this Agreement or by virtue of any law.

13.3 Procurement of Services Following Termination

In the event this Agreement is terminated in whole or in part as provided in this Section, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

14. LIQUIDATED DAMAGES

14.1 General

CITY finds, and CONTRACTOR agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by CITY because of a breach by CONTRACTOR of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that franchised services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

14.2 Performance Standards: Liquidated Damages for Failure to Perform

The Parties further acknowledge that consistent, reliable Solid Waste collection service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR's representations as to its quality of service-commitment in awarding the Franchise to it. The Parties recognize that if CONTRACTOR fails to achieve any contractual obligations or requirements of this Agreement, or if it fails to submit required documents in a timely manner, CITY and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which CITY will suffer. Therefore, without prejudice to CITY's right to treat such non-performance as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of

such damages considering the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to CITY that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CONTRACTOR

CITY

Initial Here _____

Initial Here _____

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the amounts set forth below:

1. The sum of one-hundred dollars (\$100) per occurrence for failure to comply with any contractual obligation or requirement of this Agreement. Liquidated Damages shall only be assessed after the CONTRACTOR has been given the opportunity to rectify the deficiencies but has failed to do so within a reasonable amount of time as specified in Section 14.3.

2. Liquidated damages of one-hundred dollars (\$100) per day for each occurrence of CONTRACTOR'S failure to comply with a contractual obligation or requirement of this Agreement as provided for above that has not been cured within a reasonable amount of time as specified in Section 14.3.

14.3 Procedure for Assessment of Liquidated Damages

Liquidated damages shall be assessed only after CONTRACTOR has been given the opportunity to rectify the deficiencies of which it has been notified, but it has failed to do so within a reasonable period of time. CITY shall notify CONTRACTOR in writing of its intention to levy liquidated damages no less than thirty (30) days prior to doing so. The notice shall include a description of the incident(s) or event(s) of non-performance. CONTRACTOR may review and make copies (at its own expense) of all non-confidential information in CITY's possession relating to the incident(s) or event(s) of non-performance. CONTRACTOR may, within ten (10) days of receiving the notice, request a meeting with CITY in which CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s) or event(s) of non-performance. CITY shall provide CONTRACTOR with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages.

For items that cannot be cured or are not cured, the assessment shall become final upon thirty (30) days of the date of the notice of assessment.

14.4 Timing of Payment

CONTRACTOR shall pay any liquidated damages assessed by CITY within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, CITY may proceed against the performance bond required by the Agreement or order the termination of the Franchise granted by this Agreement, or both.

15. GENERAL PROVISIONS

15.1 Force Majeure

CONTRACTOR shall not be in default under this Agreement in the event that the collection, transportation, processing and/or disposal services of CONTRACTOR are temporarily interrupted or discontinued for any of the following reasons: riots, wars, civil disturbances, insurrections, epidemics, hurricanes, earthquakes, floods, acts of God, government orders and regulations, or other similar catastrophic events which are beyond the reasonable control of CONTRACTOR. It is specifically understood that "other catastrophic events" include strikes, lockouts, and other labor disturbances. When any of these events interrupt collection, transportation, processing and/or disposal of Solid Waste by CONTRACTOR as required under this Agreement, CITY shall not be required to make payments to CONTRACTOR for services CONTRACTOR is unable to perform during the period of Force Majeure, except as mutually agreed under Section 7.7, Emergency Services Provision.

15.2 Annexation

In the event that any community, neighborhood or other territory is hereafter annexed to the CITY adjacent to the Franchise Area, Solid Waste collection, transportation, processing, disposal and recycling services shall, if requested by CITY, be immediately provided to such area by CONTRACTOR pursuant to this Agreement, subject to any rights the existing franchisee or provider in such territory may have to continue providing services in such territory. CITY agrees to give all required notice and to do all acts necessary under applicable statutes to accomplish this result as soon as permissible by law.

15.3 Independent Contractor

It is expressly understood and agreed that CONTRACTOR shall perform all work and services described as an independent contractor and not as an officer, agent, servant or employee of CITY; that CONTRACTOR shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any; and that nothing shall be construed as creating a partnership or joint venture between CITY and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to CITY employees.

15.4 Law to Govern

It is understood and agreed by the Parties that the law of the State of California shall govern the interpretation of this Agreement.

15.5 Fees and Gratuities

CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, solicit, or demand either directly or indirectly, any compensation or

gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement. CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor employed by it to accept any monetary compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement.

15.6 Amendment

Except as may otherwise be specifically provided in this Agreement, this Agreement may be amended or modified only by a written agreement duly authorized and executed by both CITY and CONTRACTOR.

15.7 Assignment and Transferability; Subcontracting

This Agreement is not assignable or transferable in whole or in part by CONTRACTOR, voluntarily, involuntarily, or by operation of law or otherwise except by written amendment to this Agreement signed by both Parties. In addition, the services to be performed by CONTRACTOR pursuant to this Agreement shall not be subcontracted to any third party without the written consent of CITY. Any request made to CITY by CONTRACTOR for approval of an assignment or transfer of this Agreement shall be accompanied by a non-refundable deposit in the amount of \$25,000 to cover CITY's costs, including attorneys' fees, in evaluating the proposed assignee or transferee and the potential benefit or detriment to CITY of the proposed assignment or transfer.

The sale, transfer, assignment, or hypothecation¹ of a majority ownership interest in CONTRACTOR after the Effective Date of this Agreement, including a cumulative sale, transfer, assignment, or hypothecation, shall be deemed an assignment within the meaning of this Section and is prohibited in the absence of a written amendment to this Agreement.

Any dispute between the CITY and the CONTRACTOR with respect to a determination of whether a sale, transfer, assignment, subcontracting, or hypothecation of a number of shares or other units of ownership in CONTRACTOR has occurred or will occur shall be subject to reference pursuant to Code of Civil Procedure Section 638, *et seq.* with the presiding judge of the Kings County Superior Court.

15.8 Compliance with Applicable Law

CONTRACTOR agrees that it will comply with all provisions of the Applicable Law, including CITY's business license ordinance, and will obtain all licenses and permits, and pay all taxes and fees, required under the Applicable Law.

15.9 Notices

All notices, demands, requests, consents, or other communications which this Agreement contemplates, authorizes, requires, or permits either Party to give to the other, shall be in writing and shall be personally delivered; or sent by overnight mail, delivery service, or registered or certified mail, postage prepaid, return receipt requested; or by facsimile transmission, all addressed

¹ **Hypothecation** is the practice where a debtor pledges collateral to secure a debt or as a condition precedent to the debt, or a third-party pledges collateral for the debtor.

to the respective Party below, or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Such notice shall be deemed effective on the date personally served or, if mailed, three (3) days from the date such notice is deposited in the mail. Email may be used provided the receiving Party confirms receipt from the sending Party.

To CITY: City of Corcoran
832 Whitley Ave.
Corcoran, CA 93212
Attention: City Manager

Copy to:
City Attorney/City of Corcoran
701 School Street
Visalia, CA 93291
Attention: City Attorney/City of Corcoran

To CONTRACTOR: Tule Trash, LLC
1316 "J" Street
Wasco, CA 93280
Attention: Jeff Martin; President

15.10 Savings Clause and Entirety

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

15.11 Attorneys' Fees

In the event of any claim or action or proceeding brought by either Party against the other under or in connection with the subject matter of this Agreement, the prevailing Party shall be entitled to recover from the losing Party as part of the judgment in such action all reasonable costs, expenses, and attorneys' fees, including those costs, expenses and attorneys' fees incurred in defending any counterclaim or cross-complaint brought in such action and incurred in any appeals, all in such amount as the court shall judge reasonable.

15.12 Entire Agreement

This Agreement supersedes any previous agreements either oral or written by the Parties and represents the entire understanding between the Parties.

16. REPORTING, ACCOUNTING AND AUDITING

16.1 SB 1383 Recordkeeping Requirements

CONTRACTOR shall provide the CITY with copies of all Organic Waste Recovery Education and Outreach materials distributed by the CONTRACTOR and all other applicable requirements of Section 18985.3 - Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements.

16.2 Quarterly Reports

CONTRACTOR shall provide the CITY with quarterly reports within 60 days of the end of each calendar quarter. Quarterly reports shall include tons collected, diverted, and disposed by line of business (residential, commercial, roll-off), program (e.g., Recyclable Material, Green Waste and Construction and Demolition Waste), and the facilities each material stream is delivered to. Quarterly diversion rates will be calculated for each line of business and will identify and account for any processing residual or contamination that is ultimately landfilled and not diverted shall be identified and included. Each quarterly report will include similar data for all preceding calendar quarters, such that the quarterly report for the fourth quarter also includes information for each of the preceding quarters. CONTRACTOR shall maintain and make available to the CITY, upon request, all data supporting the information presented in the quarterly reports.

16.3 Annual Reports

CONTRACTOR shall submit an annual report to the CITY on or before April 1 of each year totaling the tonnage information contained in the quarterly reports for the year and associated diversion rates by line of business and overall, along with the annual tonnage information and diversion rates for each prior calendar year of the term of the Agreement. Annual Reports will also include the following information:

- List of all commercial businesses and Solid Waste, Recyclable Material, and Green Waste/Organic Waste service levels
- List of all commercial businesses that have not subscribed to Recyclable Material or Green Waste/Organic Waste service
- Other desired information

16.4 Additional Information

CONTRACTOR shall use Reasonable Business Efforts to furnish the CITY will any additional reports and information as may be reasonably required, such reports to be prepared within a reasonable time following the reporting period. CONTRACTOR shall incorporate into such reports any new reporting information required by Applicable Law.

16.5 Affiliated Companies

CONTRACTOR shall promptly notify CITY of any contracts or informal arrangements between CONTRACTOR and Affiliated Companies related to providing services under this Agreement.

16.6 Maintenance and Audit of Records

CONTRACTOR shall accurately maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents relating to this Agreement, or performance under this Agreement, including routing, complete list of Customers, level of Customer's services, Customer complaints, employee training, inventory, maintenance logs, etc. ("Records") for the term of this Agreement plus two (2) years, or any longer period required by Applicable Law. Contractor shall maintain complete accounting records pertaining to cash receipts, billing, and disposal records ("Accounting Records") prepared on an accrual basis in accordance with generally accepted accounting principles for at least three (3) years following the close of CONTRACTOR's fiscal year. CONTRACTOR shall maintain the Accounting Records in a manner that allows for the separate identification of all revenues associated with providing services hereunder and such revenues shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by CONTRACTOR in locations other than the CITY. CONTRACTOR shall provide requested CITY-related accounting and customer services records upon 30 days written request by CITY.

16.7 Confidentiality

Any report from the Auditor to CITY resulting from the auditor's review of CONTRACTOR's records shall be distributed in such a way as to protect the confidential nature of any proprietary information of CONTRACTOR, to the extent permitted by law. The report shall be limited to a letter of compliance relating to the adequacy of the accounting procedures, verification of increases or decreases in CONTRACTOR's costs, and verification that the proper administration and franchise fees are being paid, and it shall not set forth CONTRACTOR's actual operating results. The Auditor shall also make such recommendations as it deems necessary as to the adequacy of CONTRACTOR's data collection methods, and as to the availability and sufficiency of the information, including direct, indirect and joint costs, with respect to any request by CONTRACTOR for increased compensation, and shall furnish CITY with its opinion as to whether an increase or decrease is supported and justified by CONTRACTOR's records.

17. TRANSITION TO THE NEXT CONTRACTOR

In the event CONTRACTOR is not awarded a new Agreement to continue to provide franchised services following the expiration or early termination of this Agreement, CONTRACTOR will cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation will include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, a complete and up to date list of all Customers with the service address, weekly service levels by commodity, and collection schedules provided providing a complete inventory of all Carts, Bins and Roll-Off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking reasonable actions necessary to remove or transfer ownership of Carts, Bins and Roll-Off Containers, as appropriate, to CITY; including transporting such containers to a location designated by the Agreement Administrator; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Agreements and providing other reports and data required by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective pursuant to Section 5, Term of Agreement.

TULE TRASH, LLC.,
a California Corporation

CITY OF CORCORAN
a Charter City and Municipal Corporation
of the State of California

By: _____
Jeff Martin, President

By: _____
Patricia Nolen, Mayor

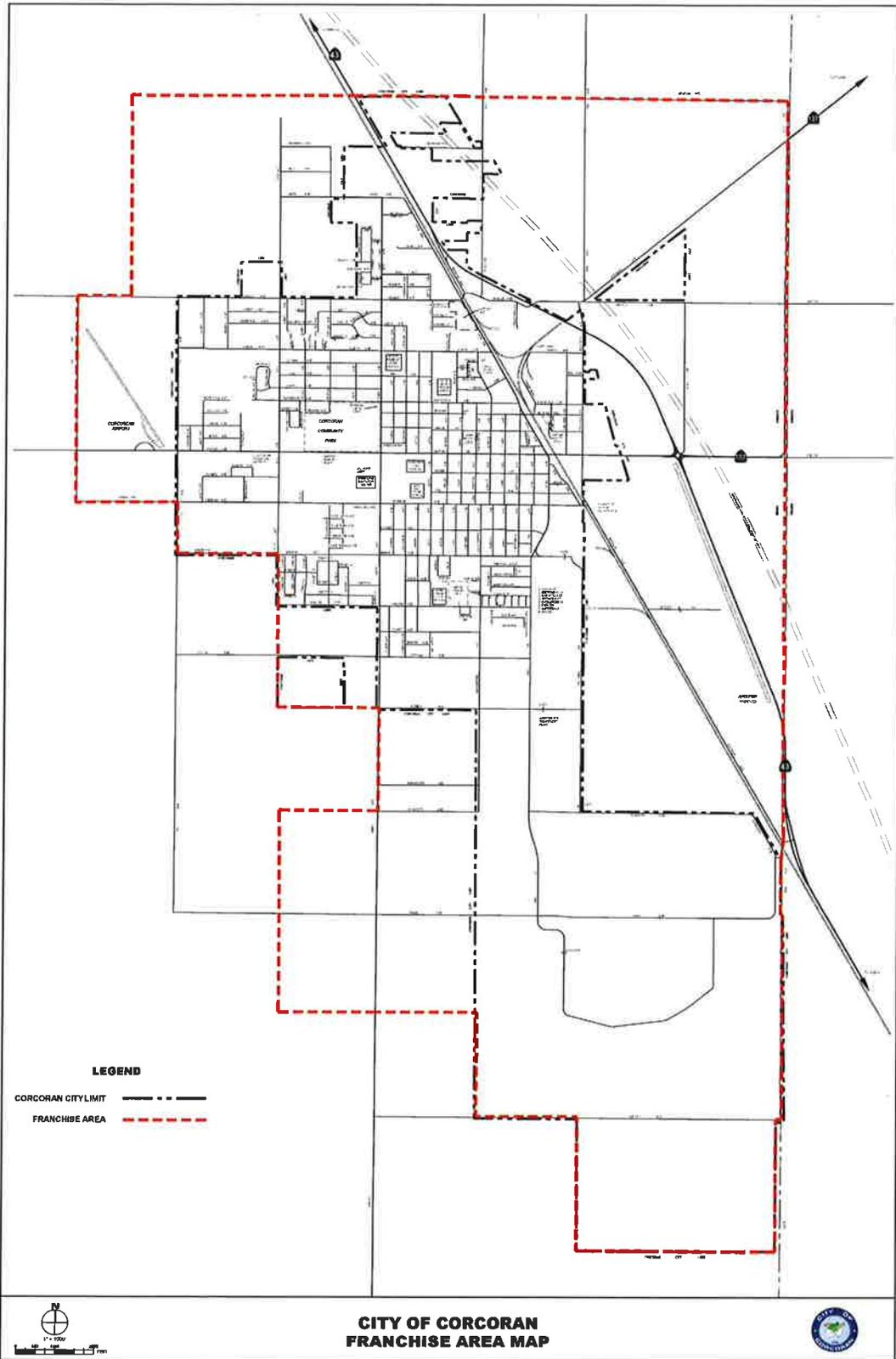
ATTEST:

By: _____
Marlene Spain, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
FRANCHISE AREA MAP



**EXHIBIT B
CUSTOMER RATES**

City of Corcoran Refuse Rate Schedule (As approved by Resolution 2921 on February 27, 2018)

Category of Service	Past Rate	Effective 3/1/18	Change	Effective Future Years		
				3/1/2019	3/1/2020	3/1/2021
Weekly Cart Service (\$/month)				12.0%	2.0%	2.0%
65/95/95	\$25.50	\$28.50	12%	\$31.90	\$32.50	\$33.20
95/95/95	31.60	31.60	0%	35.40	36.10	36.80
Extra 65	23.00	13.00	-43%	14.60	14.90	15.20
Extra 95	27.65	15.00	-46%	16.80	17.10	17.70
Extra Green	8.65	8.00	-8%	9.00	9.20	9.40
Additional Pick Up or Contaminated Charge			25% of monthly rate			
Senior Residential Discount ¹			\$61.20 per year			
Bin Refuse Service (\$/month)						
1 Yard Bin	\$46.95	\$85.00	81%	\$95.20	\$97.10	\$99.00
1.5 Yard Bin	69.65	95.00	36%	106.40	108.50	110.70
2 Yard Bin	90.05	110.00	22%	123.20	125.70	128.20
3 Yard Bin	133.65	160.00	20%	179.20	182.80	186.50
4 Yard Bin	178.50	175.00	-2%	196.00	199.90	203.90
6 Yard Bin	267.30	245.00	-8%	274.40	279.90	285.50
Locking Bin			Add \$10/mo			
Recycle (\$/month)						
95 Gallon Cart						
1 Yard Bin	new	\$30.00	n/a	\$33.60	\$34.30	\$35.00
1.5 Yard Bin	23.44			Ended		
2 Yard Bin	35.24			Ended		
3 Yard Bin	43.55	100.00	130%	\$112.00	\$114.20	\$116.50
4 Yard Bin	68.61	115.00	68%	128.80	131.40	134.00
6 Yard Bin	137.23	130.00	-5%	145.60	148.50	151.50
Additional Pick Up or Contaminated Charge	10.00			25% of monthly rate		
Commercial Organics (\$/month)						
95 Gallon						
new		\$37.00	n/a	\$41.40	\$42.20	\$43.00
Roll-Off Service (30 & 40 yd)						
Drop off / Pick Up						
new		\$225.00	n/a	\$252.00	\$257.00	\$262.10
Rental per day ²						
new		5.50	n/a	6.20	6.30	6.40
Tipping Fee						
new			As billed by KWRA, plus City's Franchise Fee			

Notes:

1. Senior Residential Discount set at 2017 amount
2. Roll-Off rental is \$35 minimum for up to seven days, plus the rental per day beyond seven days
3. For Commercial services, stated rates are for one pick up per week.

EXHIBIT C

CONTRACTOR RATES

Service Type		Tule Rate	Additional Pick Up ¹	Contamination and Overage ²
Weekly Cart	65/95/95	\$20.62	\$5.16	\$4.06
Weekly Cart	95/95/95	\$21.47	\$5.37	\$4.51
Weekly Cart	Extra 65 LF	\$11.85	na	na
Weekly Cart	Extra 95 LF	\$11.66	na	na
Weekly Cart	Extra 95 GW	\$5.38	na	na
Bin Land Fill (LF)	1 yd	\$45.00	\$11.25	\$12.14
LF	1.5	\$49.55	\$12.39	\$13.56
LF	2	\$63.68	\$15.92	\$15.71
LF	3	\$90.85	\$22.71	\$22.85
LF	4	\$116.62	\$29.16	\$24.99
LF	6	\$156.98	\$39.25	\$34.99
LF Locking	1	\$56.38	\$14.10	\$13.39
LF Locking	1.5	\$60.93	\$15.23	\$14.81
LF Locking	2	\$75.06	\$18.76	\$16.96
LF Locking	3	\$102.23	\$25.56	\$24.10
LF Locking	4	\$128.00	\$32.00	\$26.24
LF Locking	6	\$168.36	\$42.09	\$36.24
Recycle Cart	95 cf	\$18.42	\$4.60	\$4.29
Recycle	2	\$42.93	\$10.73	\$14.28
Recycle	3	\$67.66	\$16.92	\$16.43
Recycle	6	\$146.43	\$36.61	\$18.56
Recycle Locking	2	\$54.31	\$13.58	\$15.25
Recycle Locking	3	\$79.04	\$19.76	\$17.35
Recycle Locking	6	\$157.81	\$39.45	\$19.45
Com Organics Cart	95 cf	\$26.19	\$6.55	\$5.28
Roll Off Drop/Pick		\$257.00	Per Load	
Roll Off per day		\$6.30	Per Day	
Roll Off Tipping			KWRA Rate	

Notes:

1) 25% of Tule Rate

2) 25% of Corcoran Rate, of which 50% is paid to Tule

EXHIBIT D
SPECIAL WASTE

- Flammable waste.
- Containerized waste (e.g., a drum, barrel, portable tank, pair, etc.).
- A waste from a pollution control process.
- Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or any other special wastes.
- Contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of any other special wastes.
- Dead animals.
- Explosive substances.
- Radioactive materials.
- Materials which have been exposed to highly infectious or contagious diseases.
- Medical waste as defined by State and Federal agencies.
- Sludge waste.
- Waste motor oil.
- Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste if it contains more than one percent asbestos.
- Ash residue from the incineration of Infectious Waste described below.
- Hazardous Wastes, explosives, ordnance, highly flammable substances, and noxious materials.
- Industrial byproducts, including cement kiln dust, ore process residues and grit or screening removed from a wastewater treatment facility.
- Infectious wastes which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubings, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes.
- Liquid wastes which are not spadable, usually containing less than fifty percent solids, including food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap and septic tank pumpings, oil and geothermal field wastes, rendering plant byproducts, sewage sludge, and those liquid wastes which may be Hazardous Wastes.
- Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation.
- Sewage sludge comprised of residue produced by humans (not industrial), removed from a wastewater treatment facility or septic tank, whether in a dry or semidry form
- Wastes designated from time to time by the California Department of Resources Recycling and Recovery.

EXHIBIT E
DIVERSION PLAN AND OPERATIONS PLAN



City of Corcoran

Diversion Plan and Operations Plan

November 2019

Prepared by
Tule Trash, LLC.

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Article I. Executive Summary

Tule Trash, LLC (Tule) is prepared to provide the City of Corcoran (City) area with complete collection services for recyclables, organics, and garbage. Tule is well-prepared to perform these services effectively and efficiently and will achieve the following State diversion mandates and goals:

- ❖ *AB 939 – 50% Overall Diversion,*
- ❖ *AB 341 – 75% Diversion by 2020,*
- ❖ *AB 1826 – 50% Commercial Organics Diversion by 2020,*
- ❖ *SB 1383 – 75% Organics Diversion from all sectors by 2025,*
- ❖ *AB 876 – Ensure adequate organics processing capacity for 15 years, and*
- ❖ *AB 1594 – Achieve all the above goals without counting green material used as alternative daily cover (ADC) as diversion.*

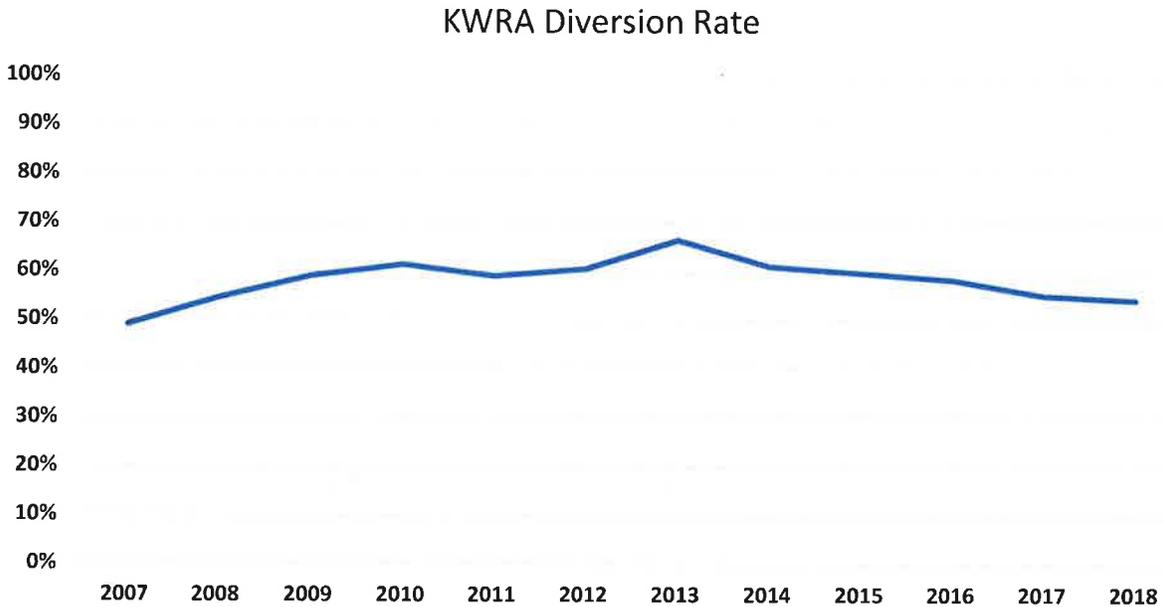
This report addresses how Tule will achieve these goals, and how Tule’s suite of diversion programs will exceed state diversion requirements. This report is designed as an exhibit to the Franchise Contract that will provide a strategic diversion and operations approach, that will be updated and resubmitted as necessary to achieve these goals. Implementation of the programs and targets outlined in this report will significantly enhance the jurisdictional diversion rate for the City².

This new diversion will come from a variety of recovery programs including development of multi-family recycling and organics services, food rescue operations, expansion of commercial organics and dry recyclable recovery programs, and special diversion activities such as bulky item and universal wastes collections. Each of the collection programs are discussed separately in this report, where specific collection programs and outreach are outlined to best target material types. Regardless of the program type, *focused and consistent outreach programs will be key to program success.*

² The City’s diversion rate will be determined in conjunction with CalRecycle once the City leaves the KWRA and CalRecycle determines the target ppd. Tule will work closely with CalRecycle to ensure these calculations are accurate for the jurisdiction.

Article II. Diversion Plan Impact on City's Diversion Rate

Tule's diversion programs will divert tons from the City that would otherwise be landfilled. These new tons of diversion from the City will improve the City's overall diversion rate. Tule will continue to work with the City to provide the best opportunities and levels of service as the City moves forward to comply with State regulations. This Plan will be updated as necessary to incorporate these data. The programs presented in this document are designed to meet the compliance goals of the City of Corcoran.



If Corcoran's diversion rate is calculated independently from the KWRA its diversion rate would have been 83% in 2018, where 90% could be possible in the near future. The diversion rate has been calculated using the KWRA's ppd number (where 50% disposal represents 4.4 pounds per person per day) which must be confirmed through CalRecycle.

Table 1. Corcoran Diversion Summary

Corcoran	2017	2018	2019	2020
population	21,835	21,676	21,832	21,932
generation	35,067	35,067	35,067	35,223
disposal	7,676	7,972	7,972	3,522
diversion rate	78%	77%	84%	90%
ppd	1.9	2.0	2.0	0.9

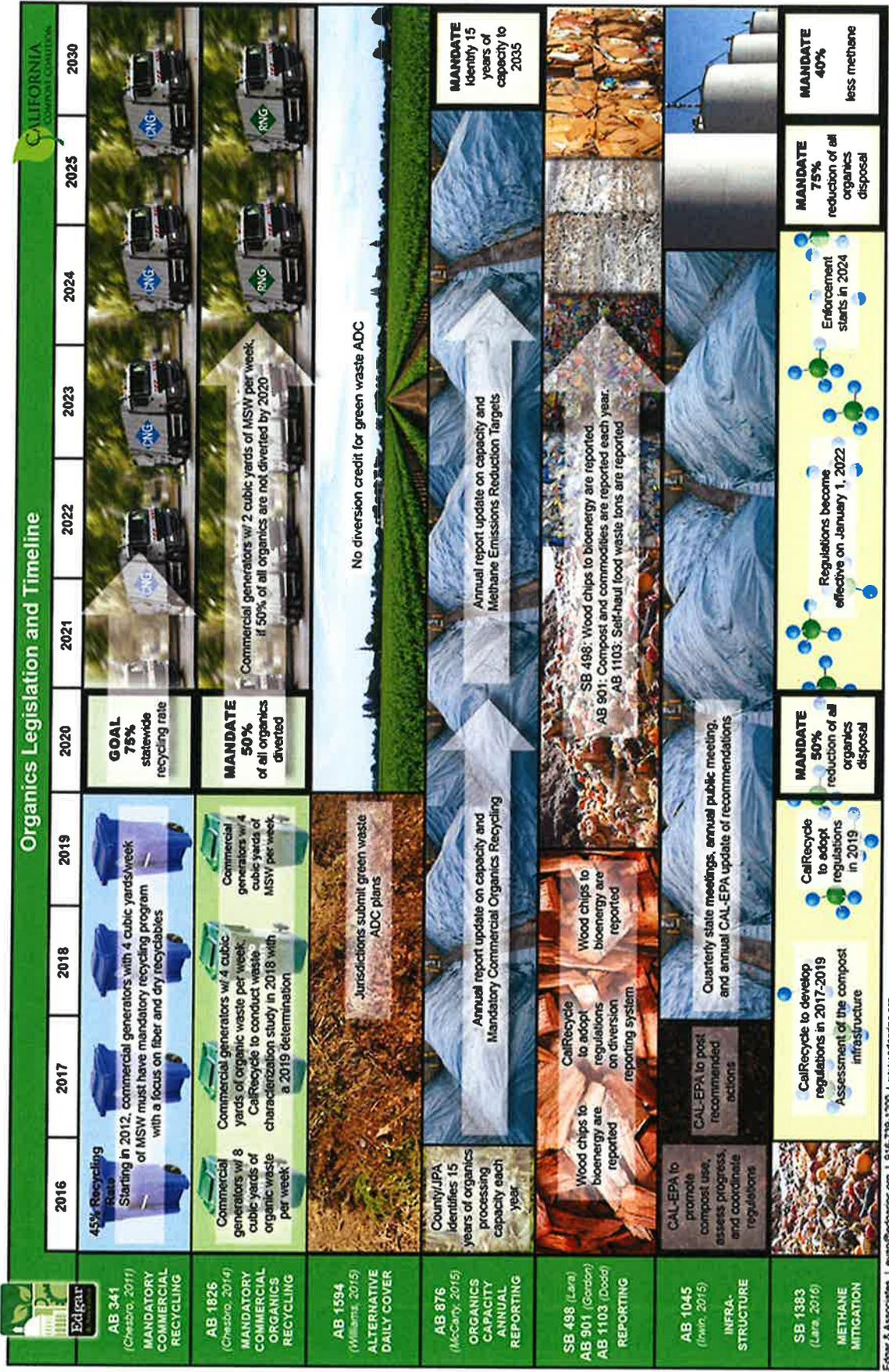
Section 2.01 Statewide Regulatory Drivers

There are several statewide drivers that Tule fully understands and will ensure that the City is prepared for each one. This section provides an overview of each law and regulation, including a timeline compliance with Tule as their hauler and processor.

AB 1826 will phase-in commercial organic waste collection from now to 2020 following AB 341 for mandatory commercial collection. SB 1383 requires generators with local government and the local haulers within a shared responsibility framework to reduce 50% of all organics by 2020 and 75% reduction of all organics by 2025 to mitigate methane and recover 25% of edible food by 2025. Tule has included programs to achieve compliance as part of this Plan and including a suite of programs to comply with both AB 1826 and SB 1383 following our AB 341 programs.

Tule is also currently tracking the necessary reports that will be able to comply with AB 901 which require commodity reporting, and provide critical information to the city that will be part of their Annual Report each August 1, to submit to CalRecycle to show compliance with AB 341, AB 1826, and SB 1383. The next page provides Organics Legislation and Timeline summary from 2016-2030.

Organics Legislation and Timeline





AB 341 “Mandatory Commercial Recycling” | Assembly Bill 341 was signed into law in 2011 to increase the amount of material diverted from landfills from the commercial sector. It states that businesses that generate four cubic yards or more of commercial solid waste per week shall arrange for recycling services. The same requirement is also applied to multifamily dwellings of five units or more. These multifamily homes and businesses can either self-haul the materials to an appropriate facility themselves, subscribe to an existing recycling service, or arrange

for other pickup of recyclable materials.

The purpose of AB 341 is to reduce greenhouse gas (GHG) emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California. The AB 341 regulation does not specify how much or what type of materials must be recycled by businesses but the focus has been on dry recyclables such as cardboard, paper fiber, pallets, rigid plastics, and containers, with food waste and compostable paper being the focus of AB 1826. Cardboard and paper fiber recycling offer the highest methane mitigation potential per ton recycled and can also count towards the efforts of SB 1383 compliance.

Requirements of Local Government: Each jurisdiction shall implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of businesses that is appropriate for that jurisdiction and is designed to divert commercial solid waste from businesses. These jurisdictions shall report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic annual report.

Enforcement: CalRecycle will review each jurisdiction’s commercial recycling program that consists of education, outreach and monitoring. This will include an evaluation as part of its formal AB 939 review, conducted every two or four years of each jurisdiction’s programs, which includes an annual jurisdiction site visit, review of the Electronic Annual Report, and other information a jurisdiction may deem relevant. *Tule will provide critical information to the City that will be part of their Annual Report each August 1, to submit to CalRecycle to show compliance with AB 341.* If the jurisdiction is found to have not made a good-faith effort in implementing its programs, possibly including its mandatory commercial recycling program, CalRecycle can place the jurisdiction on a compliance order as part of the AB 939 review, and if it then fails to adequately meet the conditions of the compliance order, then CalRecycle could consider a penalty hearing.

How Organics Legislation Works Together



AB 1826 “Mandatory Commercial Organics Recycling” | In October of 2014 Governor Brown signed AB 1826 into law requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement a commercial Organic Waste Recycling Program to divert organic waste generated by businesses. Jurisdictions must conduct outreach, education to inform businesses how to recycle organic waste in the jurisdiction, and monitoring to identify those not recycling and inform them of the law and how to recycle organic waste. *Tule has included an Organic Waste Recycling Program in this report for the City to provide a strategy to comply with AB 1826.* The goal of the bill is to divert 50% of organics disposal from commercial businesses by 2020 as compared to 2014.

Specific requirements for the AB 1826 Organic Waste Recycling Program must include:

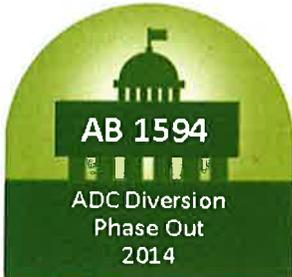
- ✓ Identification of the number of regulated businesses that generate organic waste.
- ✓ Education, Outreach, and Monitoring following the AB 341 regulations.
- ✓ Existing organic waste recycling facilities within a reasonable vicinity and the capacities available for materials to be accepted at each facility.
- ✓ Potential expansion or colocation of organic waste processing or recycling facilities.
- ✓ Development of new private or public regional organic waste recycling facilities that may serve some or all of the organic waste recycling needs of the commercial waste generators within the jurisdiction
- ✓ Reopen closed or abandoned sites available for new organic waste recycling facilities.
- ✓ Other non-disposal opportunities and markets.
- ✓ Zoning and permit requirements for the location of new organic waste recycling facilities.
- ✓ Incentives available for developing new organic waste recycling facilities within the jurisdiction.

AB 1826 phases in mandatory recycling of commercial organics. Implementation is outlined as follows:

- ✓ **January 1, 2020** | On or after January 1, 2020, if CalRecycle determines that the statewide disposal of organic waste has not been reduced by 50% of the level of disposal in 2014, the organic recycling requirements on businesses will expand to cover businesses that generate 2 cubic yards or more of commercial solid waste per week. Additionally, certain exemptions may no longer be available if the 2020 target is not met.

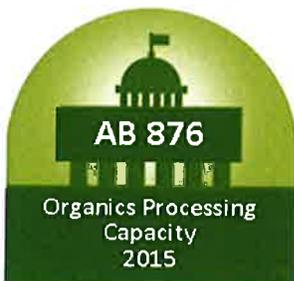
- ✓ **Fall 2020** | After receipt of the 2019 annual reports submitted on August 1, 2020, CalRecycle shall conduct its formal review of all jurisdictions. CalRecycle will continue to conduct the two- and four-year reviews after this cycle.

Tule will provide critical information to the City that will be part of their Annual Report each August 1, to submit to CalRecycle to show compliance with AB 1826.



AB 1594 “Green Waste ADC Phase-out of Diversion Credits” | This bill was approved by the Governor on September 28, 2014, and states, commencing January 1, 2020, the use of green material as alternative daily cover (ADC) would not constitute diversion through recycling and would be considered disposal for purposes of the act. The bill, commencing August 1, 2018, would require a local jurisdiction to include information in an annual report on how the local jurisdiction intends to address these diversion requirements and divert green material that is being used as ADC. The bill would require a jurisdiction that does not meet certain diversion requirements because of not being able to claim diversion for the use of green material as ADC to identify and address, in an annual report, barriers to recycling green material and, if sufficient capacity at facilities that recycle green material is not expected to be operational before a certain date, to include a plan to address those barriers. The bill would impose a state-mandated local program by imposing new duties upon local agencies regarding the diversion of solid waste.

Tule will not use green waste ADC and therefore the City will not be impacted by this legislation.



AB 876 “15-Year Organic Processing Capacity” | AB 876 was passed in 2015 and compliments AB 1826. Beginning August 1, 2017, counties and regional agencies are to include in their annual reports to CalRecycle, an estimate of the amount of organic waste that will be generated by the City over a 15-year period. In addition, it calls for an estimate of the additional organic waste capacity that will be needed to process that amount of waste, and areas identified by the County or regional agencies as potential locations for new or expanded organic waste recycling facilities capable of safely meeting that additional need. *Tule is prepared to provide the necessary arrangements for the City to ensure 15-years of organic waste processing capacity to meet the projected generation from the City.*



SB 1383 “Organics Reduction for Methane Mitigation” | Senate Bill 1383 identifies the reduction of methane generation of organic waste as a prioritized climate change mitigation strategy. As such, SB 1383 mandates reductions in the landfilling of organic waste, and thereby methane emissions. Whereas AB 341 and AB 1826 placed the burden of mandatory collection on the generators with a local government planning effort, **SB 1383 explicitly shares the responsibility with local government** where CalRecycle may add fines and penalties much like AB 939, but with delayed enforcement until 2024. SB 1383 requires CalRecycle, in consultation with CARB, to adopt regulations that achieve the specified targets for reducing organic waste in

landfills by 2022. SB 1383 would authorize local jurisdictions to charge and collect fees to recover the local jurisdiction's costs incurred in complying with the regulations.

SB 1383 would require by July 1, 2020, for CalRecycle to analyze the progress that the waste sector, state government, and local governments have made in achieving the specified targets for reducing organic waste in landfills. SB 1383 would authorize CalRecycle, depending on the outcome of that analysis, to amend the regulations to include incentives or additional requirements. The regulations shall also include requirements intended to meet the goal that not less than 20% of edible food that is currently disposed of is recovered for human consumption by 2025.

Tule has included an SB 1383 Organic Waste Recycling compliant Plan for the City providing programs.

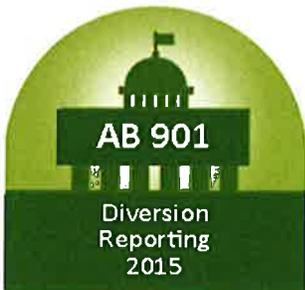
Specifically, this bill adds two goals for organic waste disposal reductions:

- ✓ **A 50% reduction in the level of statewide disposal of organic waste from the 2014 level by 2020.**
- ✓ **A 75% reduction in the level of statewide disposal of organic waste from the 2014 level by 2025.**

Tule recognizes that edible food recovery is a component of SB 1383, where we look forward to working with the City and appropriate partners who can provide this service to Corcoran. Tule may play a role in including this information into outreach programs to eligible generators and is willing to participate in discussions with food recovery agencies to ensure the City can comply with SB 1383.

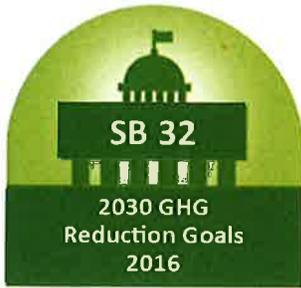
In 2020, the analysis will include:

- ✓ Status of new organics recycling infrastructure development, including the commitment of state funding and appropriate rate increases for solid waste and recycling services to support infrastructure expansion.
- ✓ Progress made in reducing barriers to the siting of organics recycling facilities and the timing and effectiveness of policies that will facilitate the permitting of organic's recycling infrastructure.
- ✓ Status of markets for the products generated by organics recycling facilities.



AB 901 "Reporting Requirements" | AB 901, which was passed in 2015, requires exporters, brokers, and transporters of recyclables or composters to submit periodic information to CalRecycle on the types, quantities, and destinations of materials that are disposed of, sold, or transferred inside or outside of the state through the Recycling and Disposal Facility Reporting System (RDRS) as of April 2019.

Tule will also offer monitoring and provide reports that will be able to comply with AB 901 starting 2018 which require commodity reporting, and provide critical information to the City that will be part of their Annual Report each August 1, to submit to CalRecycle to show compliance with AB 341, AB 1826, and SB 1383.



SB 32 “2030 GHG Reduction Goals” | The California Global Warming Solutions Act of 2006, known as AB 32, designates the California Air Resources Board (CARB) as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. CARB is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions. California is on track to meet the AB 32 goals in 2020. SB 32 would require CARB to ensure that statewide greenhouse gas emissions are reduced to 40% below the 1990 level by 2030. CARB will be preparing the 2030 Target Scoping Plan in 2017 that will integrate SB 1383 and the AB 32 Scoping Plan adopted in 2014 to meet the SB 32 goals and has included a local implementation section that recognizes the importance of local climate action plans. *Tule is offering programs that will result in avoided greenhouse gas and have calculated that the City would reduce their greenhouse gases by over 50% in transportation emissions resulting from recycling and composting.*

Section 2.02 Diversion Plan Structure

Tule has intimate knowledge of the City's current collection program and intends to build on this existing infrastructure. This will be done strategically by operational program to best implement programs that leverage the existing system, and with a personal touch, where Tule is personally invested in the success of the waste collection system. Tule will, as the franchise hauler for the City, provide a robust collection, processing and reporting infrastructure will ensure success and transparency for the City to achieve its goals.

According to the most recent Waste Characterization published by CalRecycle in 2014, organic materials remain one of the largest category of materials disposed of in landfills. These materials are targeted for removal from landfills by several legislative drivers, as discussed in previous sections. Subsequently, this report deals with programs to remove organics from landfills ambitiously, including new partnerships to increase food recovery programs in the City.

"Recyclables," consisting of more traditionally recycled items, are also targeted to further the City's diversion rate. Several of these programs include concerted outreach efforts to maximize diversion of current programs and add additional recycling services to commercial businesses and multi-family dwellings. Organic materials have been targeted through collection programs that will comply with the requirements of SB1383. In addition, this report deals with other special collection streams, such as bulky item collection and household hazardous waste. The goal of this report is to provide an ambitious diversion framework based on strategic and logical programs.

Tule is committed to furthering the achievements of the community by expanding organics recycling to meet AB 341 (Mandatory Commercial Recycling), AB 1826 (Mandatory Commercial Organics Recycling) to 2020, and SB 1383 (75% of commercial organic waste by 2025). This plan strategically outlines programs by program, to ensure compliance with these regulations.

Article III. Recyclables Programs

Tule’s program will build upon the implementation of the Mandatory Commercial Recycling Law, which requires all medium to large scale businesses in Corcoran which generate enough waste (4 cubic yards per week of garbage) and multi-family dwellings that have more than five to subscribe to recycling services. Tule will work closely with the City to ensure maximum compliance for the businesses it services. Continued education and monitoring is required to improve participation. In addition, recycling programs for businesses and multi-family dwellings who do not currently meet the requirements of AB 341 are necessary to achieve the stated diversion mandates and goals. The City has also taken the important step of requiring recycling service to these covered entities through their City ordinance 4-2-2. A range of single stream recyclable materials are collected to include paper, cardboard, cans, glass bottles and jars, rigid plastics, and cartons.

The following containers are used to service commercial, MFD, residential and City Locations.

Table 2. Container Summary

Container Summary	Trash	Recycling	Organics
Multi-Family Units	65 gal, 1 yd, 1.5 yd, 3 yd, 4yd	96 gal, 3 yd	96 gal
Commercial	1 yd, 1.5 yd, 2 yd, 3 yd, 4yd	96 gal, 2 yd, 3yd, 6yd	96 gal
Residential	65 gal, 96 gal	96 gal	96 gal
Roll-Off	10 yd - 50yd	10 yd - 50yd	10 yd - 50yd

Section 3.01 City Offices Recycling Program

Tule will provide recycling services to City offices for free as a part of the collection franchise. This service includes collection containers at the following locations:

City Buildings

- City Hall
- City Corporation Yard
- Fire Station #11
- Police Station
- Kate Boswell Senior Center
- The Corcoran Depot
- James Community Building
- Regional Accounting Office

City Parks

- Father Stephen Wyatt Park
- John Maroot Park
- The Corcoran family YMCA, Burnham Smith Park and Corcoran Community Park
- City Hall Park
- Christmas Tree Park
- Ponding Basin located at Gable and 6 ½ Ave
- Ponding Basin located at the Crown Development
- Ponding Basin located at the Centex Homes Development

Section 3.02 Commercial Recycling Program

Tule will provide a compliant recycling program to all commercial businesses within the City of Corcoran. Customers will have the option of selecting their service level which includes the container sizes as provided in Table 2, in addition to the base level collection frequency of weekly collection. If higher levels of service are needed customers may upgrade their container size or increase their service level to twice weekly. Card-board roll-off containers are also available for commercial customers. In addition, those customers that self-haul their own recyclables are noted in Tule's software system to ensure that their recycling programs are adequately captured in all reporting to the City.

Outreach Programs – Commercial Businesses

Tule will provide the following Outreach Programs to Commercial Businesses:

- Provide a recyclable container to all Commercial customers with 4 CY or more of MSW collection weekly;
- Provide customers with 3 distinctly colored and labeled bins and accompanying information about acceptable and non-acceptable items. Our labels and outreach information are bilingual and graphic rich for ease of customer understanding (See Appendix A);
- Ensure recyclables maintain contamination within industry standards to ensure recyclable quality
- Customize collection stop with bins and/or carts to right-size service and space;
- Schedule audits of Commercial accounts to ensure compliance as requested by customers.
- Customer service notes will be entered into the Tule Software, where the City will be given reports that summarize these customer outreach contacts.
- Contamination issues would be followed up with phone calls, mail, and/or email correspondence; face to face visits and noted within the Software.
- Maintain website that any business or resident can access for reference and information regarding pickup days, calendar, applicable laws, community clean up information, flyers, recycling info, or pay their bill. Customers can also increase service and service requests on-line. Tule will also provide information for the city to put on their website and have a link from the City's website to the Tule website;
- Maintain a friendly office location where customers can call, or walk in, for any assistance at any time during our office hours 7 AM – 4 PM, Monday-Friday;
- Cart-tag containers that have contamination issues.
- Through the City's ordinance the City will fine customers \$50-\$300 for contaminated carts.

Section 3.03 Residential Recycle Program

Recycling services are provided to all residential accounts to encourage all residents to participate in diversion activities. Residential accounts will receive appropriate outreach and education materials to encourage these diversion activities.

Outreach Programs – Residential Customers

Tule will provide the following Outreach Programs to Residential Customers:

- Provide customers with 3 distinctly colored and labeled bins and accompanying information about acceptable and non-acceptable items. Our labels and outreach information are bilingual and graphic rich for ease of customer understanding (See Appendix A);
- Ensure recyclables maintain contamination within industry standards to ensure recyclable quality
- Customer service notes will be entered into the Tule Software, where the City will be given reports that summarize these customer outreach contacts.
- Contamination issues would be followed up with phone calls, mail, and/or email correspondence; face to face visits and noted within the Software.
- Maintain website that any business or resident can access for reference and information regarding pickup days, calendar, applicable laws, community clean up information, flyers, recycling info, or pay their bill. Customers can also increase service and service requests on-line. Tule will also provide information for the city to put on their website and have a link from the City's website to the Tule website;
- Maintain a friendly office location where customers can call, or walk in, for any assistance at any time during our office hours 7 AM – 4 PM, Monday-Friday;
- Cart-tag containers that have contamination issues.
- Through the City's ordinance the City will fine customers \$50-\$300 for contaminated carts.

Section 3.04 Multi-Family Recycling Program

Tule will work closely with the City to ensure all multi-family dwellings will be provided adequate recycling services, to ensure compliance with AB 341. It is typically difficult to implement recycling collection programs for MFDs for several reasons:

- Outreach is typically sent to billing addresses which can be located offsite of the MFD complex.
- Space constraints can limit the type and number of containers at the collection location.
- Motivating residents to divert high levels of materials can be difficult since they see no direct financial benefit.

However, the City has taken the significant step to require recycling containers to all MFDs that meet the thresholds as described under AB 341 through its City Ordinance 4-2-2.

Multi-Family Dwelling Outreach Programs

Effective outreach is critical to providing a successful recycling program for MFD customers. Tule is committed to providing the following outreach programs to the MFD customers in Corcoran:

- Ensure all MFDs that meet the AB 341 threshold are provided with a recycling bin;
- Visit each multi-family complex, through a door-to-door campaign, to educate each resident in person and provide customers with bilingual recycling flyers, handouts and door hangers to promote and encourage recycling;
- Notices to building management to be posted in community disposal areas outlining acceptable and non-acceptable materials in the recycling program. Materials would depend heavily on images and information would appear in multiple languages;
- Work with the City to send outreach information and mailers to offsite and current management, as appropriate, to inform them of the need to recycle and promote good recycle habits among the tenants.
- Tule will work to develop a 'move-in kit' that managers can provide new tenants that contain a recycling bag and information on 'how to' recycle.
- Tule will develop appropriate outreach to notify tenants of safe HHW disposal with the KWRA and bulky item disposal options.
- Supply each resident a bilingual handbag to use for their dry recyclables to help them transport recyclables from their apartment/dwelling to the recycle container. The recycle bag will help promote and facilitate recycling and education. The recycle bag will have the Tule Trash name and also all the acceptable material on the side of the bag (See Attachment A). Additionally, each bag is delivered with a letter on 'how to' recycle for each resident.
- Ensure recyclables maintain contamination within industry standards to ensure recyclable quality
- Conduct audits of MFD containers and routes to ensure compliance. Any contamination issues would be followed up with phone calls and/or email

- correspondence to the building owners. If consistently low participation has been noted, program information and outreach will be provided to the complex;
- Customize collection stops with bins and/or carts to right-size service and space.
 - Maintain a friendly office location where customers can call, or walk in, for any assistance at any time during our office hours 7 AM – 4 PM, Monday-Friday;
 - Cart-tag containers that have contamination issues.
 - Through the City's ordinance the City will fine customers \$50-\$300 for contaminated carts.
 - Inform the building management of green waste composting programs for their landscape services and the tracking of those tonnage at the County facilities to receive credit for the City.

Article IV. Organics Diversion Programs

Tule is committed to meeting the requirements of AB 1826 where organic recycling services will be provided to customers that meet each threshold. Tule has rolled out an organic collection program to the City that complies with the requirements of AB 1826 with the support of the City's Ordinance 4-2-2, where our education and outreach team continues to work with customers. Tule will work closely with the City to ensure maximum compliance for the customers it services that is flexible and right sized using more carts phased in and less bins. An extensive outreach campaign and continued education and monitoring is required to improve participation. An effective organics recycling is necessary to achieve compliance with AB 1826 and the stated diversion goals

In addition, Tule is prepared to meet the SB1383 regulations that will be finalized in 2019/2020. As a significant step towards preparing the City for this regulation Tule has been working closely with the City to inspect bins, cart tag those with contamination, and provide organic bins to all customers. *Tule is committed to program success and plans to collect for some businesses ahead of the State Mandates.* Tule will work with the City to determine the best way of rolling out food scrap collection and securing a contract with a facility that can accept food scrap organics. The outreach teams will be poised to address common concerns of food collection, which include:

- There is often an initial level of discomfort associated with the collection of food scraps. This can slow the adoption until habits and programs are more well established.
- There can be space constraints for high density customers.
- There is also confusion around what is acceptable and unacceptable in food scraps collection programs since it is less established than traditional recycling and accepted materials vary greatly by municipality.

The following containers are used to service commercial, MFD, residential and City Locations.

Table 3. Container Summary

Container Summary	Trash	Recycling	Organics
Multi-Family Units	65 gal, 1 yd, 1.5 yd, 3 yd, 4yd	96 gal, 3 yd	96 gal
Commercial	1 yd, 1.5 yd, 2 yd, 3 yd, 4yd	96 gal, 2 yd, 3yd, 6yd	96 gal
Residential	65 gal, 96 gal	96 gal	96 gal
Roll-Off	10 yd - 50yd	10 yd - 50yd	10 yd - 50yd

Section 4.01 *City Offices Organics Program*

Tule will provide green waste organics services to City offices for free as a part of the collection franchise. This service includes collection containers at the following locations:

City Buildings

- City Hall
- City Corporation Yard
- Fire Station #11
- Police Station
- Kate Boswell Senior Center
- The Corcoran Depot
- James Community Building
- Regional accounting Office

City Parks

- Father Stephen Wyatt Park
- John Maroot Park
- The Corcoran family YMCA, Burnham Smith Park and Corcoran Community Park
- City Hall Park
- Christmas Tree Park
- Ponding Basin located at Gable and 6 ½ Ave
- Ponding Basin located at the Crown Development
- Ponding Basin located at the Centex Homes Development

Section 4.02 Commercial Organic Program

Tule is committed to meeting the requirements of AB 1826 where organic recycling services will be provided to customers that meet each threshold. Tule will work closely with the City to ensure maximum compliance for the businesses it services that is flexible and right sized. Continuous outreach campaign, education and monitoring is required to improve participation. Effective organics recycling is necessary to achieve compliance with AB 1826 and SB 1383. Tule is committed to providing the following outreach for commercial customers as stated below.

Outreach Programs – Commercial Businesses

Tule has identified several strategies to motivate and educate commercial customers, including:

- Targeting the largest commercial producers of organic waste and providing technical assistance specific to industry sectors. Collection strategies will be different for agricultural producers versus grocery stores for instance;
- Providing customers with distinctly colored bins and accompanying information about acceptable and not acceptable items;
- Additionally, technical assistance, including site visits and audits, will be available for customers who contact the customer service line;
- Presenting to community groups, such as Rotary Kiwanis, Chamber of Commerce, and the City Council throughout the year as requested. This is a free service we offer to any customer in the City.
- Participating at community events where staff will be present to explain the benefits of the city's recycling program. Large events such as Cotton Festival, Farmer's Market, events that draw crowds.
- Ensure organics maintain contamination within industry standards to ensure compost/feedstock quality
- Maintain a friendly office location where customers can call, or walk in, for any assistance at any time during our office hours 7 AM – 4 PM, Monday-Friday;
- Scheduled audits of commercial accounts to ensure compliance. Any contamination issues would be followed up with phone calls, mail, and/or email correspondence;
- Working with the City to fining customers that have repeated contamination issues; and,
- Follow-up with customers who have repeated contamination issues with face visits, or otherwise as requested by customers.

Section 4.03 Residential Organics Program

Recycling services are provided to all residential accounts to encourage all residents to participate in diversion activities. Residential accounts will receive appropriate outreach and education materials to encourage these diversion activities.

Outreach Programs – Residential Customers

Tule will provide the following Outreach Programs to Residential Customers:

- Provide customers with 3 distinctly colored and labeled bins and accompanying information about acceptable and non-acceptable items. Our labels and outreach information are bilingual and graphic rich for ease of customer understanding (See Appendix A);
- Ensure organics maintain contamination within industry standards to ensure compost/feedstock quality
- Customer service notes will be entered into the Tule Software, where the City will be given reports that summarize these customer outreach contacts.
- Contamination issues would be followed up with phone calls, mail, and/or email correspondence; face to face visit and noted within the Software.
- Maintain website that any business or resident can access for reference and information regarding pickup days, calendar, applicable laws, community clean up information, flyers or recycling info. Customers can also increase service and service requests on-line. Tule will also provide information for the city to put on their website and have a link from the City's website to the Tule website;
- Maintain a friendly office location where customers can call, or walk in, for any assistance at any time during our office hours 7 AM – 4 PM, Monday-Friday;
- Cart-tag containers that have contamination issues.
- Through the City's ordinance the City will fine customers \$50-\$300 for contaminated carts.

Section 4.04 Multi-Family Organics Recycling Program

Tule will work closely with the City to ensure all multi-family dwellings will be provided adequate organics services. It is typically difficult to implement recycling collection programs for MFDs for several reasons:

- Outreach is typically sent to billing addresses which can be located offsite of the MFD complex.
- Space constraints can limit the type and number of containers at the collection location.
- Motivating residents to divert high levels of materials can be difficult since they see no direct financial benefit.

However, the City has taken the significant step to require organic containers to all MFDs, as supported by Tule.

Multi-Family Outreach Programs

Tule will work with MFD customers to implement several programs to target organic materials from MFDs. Some of the programs to be implemented to incentivize participation in the organics program include the following:

- Provide customers with three distinctly colored containers and sufficient capacity to encourage the maximum diversion possible;
- Visit each multi-family complex, through a door-to-door campaign, to educate each resident in person and provide customers with bilingual recycling flyers, to promote and encourage recycling.
- Notices to building management to be posted in community disposal areas outlining acceptable and non-acceptable materials in the recycling program. Materials would depend heavily on images and information would appear in multiple languages;
- Work with the City to send outreach information and mailers to offsite and current management, as appropriate, to inform them of the need to recycle and promote good recycle habits among the tenants.
- Tule will work to develop a 'move-in kit' that managers can provide new tenants that contain a recycling bag and information on 'how to' recycle.
- Tule will develop appropriate outreach to notify tenants of safe HHW disposal and bulky item disposal options
- Encourage diversion activities through a range outreach items, including multi-lingual posters above the containers, clear picture heavy labels on the bins/containers, fliers and door hangers for residents which provide information about acceptable and not acceptable items;
- Notifications will be sent to building management highlighting the potential to save money by maintaining appropriate garbage capacity- bill inserts would likely include information impending mandates around introducing organics collection;
- Conduct audits of MFD containers and routes to ensure compliance. Any contamination issues would be followed up with phone calls and/or email

- correspondence to the building owners. If consistently low participation has been noted, program information and outreach will be provided to the complex;
- Ensure organics maintain contamination within industry standards to ensure feedstock and compost quality;
 - Cart-tag containers that have contamination issues.
 - Through the City's ordinance the City will fine customers \$50-\$300 for contaminated carts.
 - Inform the building management of green waste composting programs for their landscape services and the tracking of those tonnage at the County facilities to receive credit for the City.

Section 4.05 Special Collections Recycling Program

Tule Trash Co. is committed to seeking diversion opportunities for the City of Corcoran through an array of programs, that are above and beyond curbside collection. These additional programs and addressing a variety of issues including, illegal dumping, removing HHW and universal waste from the collection stream, school recycling and edible food collection. This section summarizes Tule's ability to provide, or support, these services for the City.

Bulky waste is often an eye sore that clogs streets and alleys within the city as well as causing private property owners to have to pay for the unwanted waste that lands on their property.

Section 4.06 Bulky Item Collection

Customers within the City of Corcoran should have accessible options to dispose of bulky items in order to prevent illegal dumping. Tule is willing to work with the City to expand bulky item collection programs by building an in-City transfer station, should the City deem it appropriate. In the interim Tule is pleased to offer the following programs to collect bulky item materials:

- 1) Twice a year, week-long, bulky item and universal waste drop off events at KWRA;
- 2) Bulky item call-in service for city residents to call Tule to schedule a curbside pick-up of their items year-round for elderly and disabled citizens.
- 3) A bin to be placed at the city corporate yard for year-round disposal of bulk item waste.

Tule is aware that it is not always convenient for city patrons to store these bulky items for months at a time. Tule is also aware that moving and loading such items can be a strain on elderly and disabled patrons. As a courtesy, disabled and elderly City residents can call the City office and set up an appointment during the week-long clean-up events, for one of our trucks to pick up the bulky item left on the curbside or other designated spot.

(a) School District Recycling Program

Tule is committed to working with the local School District to implement recycling programs. Tule has developed the “That’s How I Roll” education campaign, designed to educate elementary aged school children in the importance of recycling and composting. The multi-faceted campaign includes video, recycling activities, activity book and multiple giveaways for an interactive classroom experience. This program will be updated to an age appropriate levels to ensure maximum participation of the students.

Below are the outreach approaches Tule will implement at the local school districts, once the school districts approve our ability to implement these programs:

- Ensure the schools have adequate recycling and organic service levels;
- Tule will assist in training janitorial and other staff in the local schools. In addition, our management team will conduct classroom visits as a part of our engagement and participation programs;
- Offer of assisting in the start-up of Recycling Clubs.
- Provide customers with 3 distinctly colored and labeled bins and accompanying information about acceptable and non-acceptable items. Our labels and outreach information are bilingual and graphic rich for ease of customer understanding;
- Inform the District of green waste composting programs for their landscape services and the tracking of those tonnage at the County facilities to receive credit for the City.
- Video demonstrating the phases of collection, processing at Carousel MRF as an example, bailing and delivery of recyclables to ports/remanufacturing; and,
- Timely updates and reporting to schools on effectiveness of recycling program.



Tule has had several meetings with the Superintendent and Maintenance Operation Transportation Director of the School District to discuss implementation of these programs, so the school can enter compliance with State law and prepare for SB 1383. Tule is poised to provide assistance when the schools are ready and is particularly excited to teach the next generation of Corcoran residents the importance of recycling and composting activities.

Section 4.07 Edible Food Recovery Program

SB 1383 mandates by 2025, 20% of all edible food currently being disposed must be recovered for human consumption. Current regulations (in final draft form) will require edible food recovery programs in each jurisdiction in California in order to achieve this Statewide goal. This will require the City to understand what the existing food recovery capacity is, and how it can be improved. The ultimate goal is for food generators to have the opportunity to divert organics from landfill, reduce their garbage rates by diverting edible organics to feed people, and more importantly provide a great social benefit to the City.

Early action on framing a food recovery program will facilitate the City's progress towards those goals.

Implementing these programs provide a meaningful impact to the community where social issues of food insecurity can be addressed.

Currently, there is one agency working in the City that is providing food services to food insecure individuals. In order for food recovery programs to be developed the City must be lead on efforts to develop a more comprehensive approach in addressing these gaps. Tule is ready and willing to participate in discussions, conduct outreach campaigns and work alongside with an edible food recovery group in the implementation of a program.

Specifically, Tule can augment outreach and education to food generators that could supply food recovery agencies with edible food, provide general information on programs, contact information of food recovery organizations and discuss appropriate platforms for reporting and information sharing with the City and food recovery agencies. The goal is to encourage collaboration between all parties and ensure generators will be provided with a comprehensive approach to organics management where edible food waste will be captured, and the remaining organics materials will be placed in the curbside organic containers.

The U.S. Department of Agriculture (USDA) defines food insecurity as limited or uncertain availability of nutritionally adequate foods or uncertain ability to acquire these foods in socially acceptable ways. Feeding America estimates that *13.2% of people living in Kings County experience food insecurity.*

Article V. Monitoring and Reporting to the City of Corcoran

Tule is poised to fulfill its reporting requirements to the City to meet and/or exceed the reporting requirements of AB 341, AB 939, AB 1594, and AB 1826. This will be done CORE reporting software that can capture specific data per customer and design special reports. The system allows for "comments" to be added on a per customer basis, which becomes useful in the collecting data for each new customer. For example, notes can be reviewed for a non-compliant customer to determine how many times they have been contacted, the form of each contact (email, phone call, or personal visit) and what additional measures have been taken to aid in diversion programs mandated by the State. This will also aid in any customer complaint and how they were handled. All office and outreach staff have access to the system, so there is complete transparency and data access if customers call or walk-in to the office. As a significant step, photos can be taken by drivers and added to the customer notes. This has been integral in dealing with contamination, cart tags and fines. Drivers will photograph containers containing contamination so outreach personnel are prepared to answer questions that arise from customers. Notes can be written directly into the account while on the phone with the customer. A report can be run at any time with information, and are also available in excel, creating an easily transferable data set to the City. Customized reports may be run, where the program can detail customer's information by trash, organic, and/or recycle bins.

Notable CORE can:

- ✓ Run individual data/reports per customer;
- ✓ Run customized reports per City's request;
- ✓ Track all non-compliant customers for targeted outreach measures;
- ✓ Provide instant recording into customer accounts;
- ✓ Take photographs and insert them into customer accounts;
- ✓ Track customer's trash, organic and recyclables services; and,
- ✓ All reports can be exported into excel for ease of electronic submission and data analysis.

Tule can track how many the number of customers that fall within the mandated recycling/composting requirements are complying with those services and note those that are currently not meeting the requirements to satisfy the requirements of AB 341 and AB 1826. These reports will be provided to the City at regular intervals (to be determined by the City) and in preparation for the Annual Reporting requirements.

In addition to the customer service and outreach tracking capabilities Tule will ensure that tonnages managed by the future Transfer Station, will be clearly and transparently tracked and reported to the City. These tonnages will be tracked via weight tickets, where trucks cross over scales before entering the facility. These weight tickets are entered into the system by type (recyclable route, organics route, etc.) where they can be used against outbound tonnage reports by facility. Tule will work closely with each facility to ensure transparency and that ton per ton, the final destination of all products is known and reported to the City. Tule will ensure that all green waste collected is used for compost and will not be sent as ADC. (AB 1594 will discontinue

the recycling credits of green waste as ADC.) Our current method of tracking tonnage will comply with all of the requirements of AB 939.

Complaint Procedures

Tule prides itself on providing excellent customer service, prompt attention to customers request and or questions and has found that the level of satisfaction grows with every call. All customers' requests or complaints will be completed or rectified either the day of the request or on the very next business day. Tule will provide on all promotion material and each container our phone numbers giving customers easy and quick access to our offices. All complaints will be logged in customers account. The Tule designee in our office becomes a focal point for resolving the issue. This person will be responsible for notifying our driver of the problem and following all the corrective procedures until the customer issue is resolved.

Appendix A
City Solid Waste Ordinance

4-2-2: SOLID WASTE COLLECTION SERVICE:

A. Use Of Collection Service Required: All dwellings, apartment houses, and places of business in which solid waste accumulates within the city or service areas in the county of Kings utilizing city provided municipal services (hereinafter "city service area"), including, but not limited to, water, sewer, refuse and others as provided by the city of Corcoran, shall be required as a condition to these services being made available to them to use the solid waste collection service of the city or a duly permitted collector and to pay the charges set forth in this chapter.

B. Separate Recyclables:

1. All residential customers within the city service area shall be provided with once a week recyclables container services by the authorized agent in accordance with instructions; residential customers shall separate and place recyclables curbside, or in other recyclables bin container locations as approved and directed by the city, for collection. All persons using the city solid waste collection service or a duly permitted collector shall separate recyclables from all other solid waste produced at their premises.
2. An owner, landlord or agent of an owner or landlord of a multi-family rental property with three (3) or more units on single water service, shall comply with its separation responsibilities by establishing a collection and storage system for separated recyclables at each premises.
3. Any failure by a residential customer, owner, landlord or agent of an owner to properly separate recyclables from other waste and/or comply with the requirements of subsection B1 or B2 of this section, as relevant, may result in certain fines and/or administrative penalties, as set forth in section 4-2-12 of this chapter. (Ord. 582, 3-23-2005)

C. Placement Of Containers For Collection; City Control: Solid waste, when placed out in appropriate containers for collection shall be deemed under control of the city. (Ord. 513, 11-21-1994)

D. Green Waste Bin Containers:

1. All residential customers within the city service area shall be provided with once a week green waste container services by the city's authorized agent. In accordance with instructions received from the city and/or its authorized agent, residential customers shall separate and place green waste curbside, or in other green waste bin container locations as approved and directed by the city for collection. (Ord. 582, 3-23-2005)
2. It shall be unlawful for any nonresidential customer to deposit green waste into any container designated as a "residential green waste container" by the city.
3. For purposes of this section, "residential customer" means all single- and multi-family and mobile home park residences within the city limits. "Nonresidential customer" means all

customers not classified as a residential customer, including businesses and/or individuals engaged in tree trimming and/or lawncare services for monetary compensation. (Ord. 556, 2-5-2002)

EXHIBIT F
PUBLIC EDUCATION AND OUTREACH PLAN



Tule Trash

Building A Sustainable Central Valley

An American Refuse



11850 HWY 99, Pixley, CA 93256
P: 559-757-1045 | F: 559-757-5002

City of Corcoran
Public Education and Outreach Plan

Fiscal Year 2019/2020

May 26, 2020

Prepared by
American Refuse, Inc./ Tule Trash Co.

INTRODUCTION

American Refuse acquired Tule Trash Co. (TTC) January of 2018 and are now in our second year of transition. TTC continually adds and adopts new policies and infrastructure to better service the City of Corcoran and increase the diversion of materials from landfill. This report is designed to describe all activities related to education and outreach in order to meet the current requirements of AB 341 and AB 1826. Prior to April 1, 2022 this plan will be updated to meet the necessary requirements of SB 1383.

Notable Upgrades to Program in 2019: Not all our program upgrades are visible to a consumer, a city, or the state but are necessary aides that will be an asset to the future of our overall performance for the city. In the first year of transition we integrated the TTC customers into our WAM software. However, with everchanging laws and policies we found it necessary to upgrade our operating systems again in mid-2019. American Refuse and Tule Trash Co made a switch to Encore Waste handling software to prepare for the new mandates brought forth with SB 1383.

Program highlights are listed below:

- **New Software:**
 - o Tablets with ability to take pictures and send messages to customers for overfilled bins/contamination (customers are emailed or sent the picture. Customers are also fined by the city). (SB 1383)
 - o Cart tagging with tablet will automatically update the driver's route for non-compliance.
 - o Images can be sent to customers of violations. (SB 1383)
 - o Images and notes are stored in customer accounts (included in blocked cans, contamination, etc.). (SB 1383)
- Updated brochures for commercial and residential recycling. Proper items in each of the carts. Also, addressing contamination and overfilling of receptacles.
- Signage to MFD enclosures for blue cart items (per Cal Recycle request 2019 visit) where given permission from owners.
- Swapping out of old bins and carts to new compliant SB 1383 color schemes. (SB 1383)
- 2 rollouts of new carts – 3 cart system to residential customers. Included were new stickers with proper acceptable items- bilingual and graphics. These rollouts will continue throughout the city. (SB1383)
- Installation of 3rd eye camera systems for route trucks to aid in review and record images of contamination. (SB1383)
- Recycling & composting themed educational signage displayed on route trucks (2020) (SB1383/AB1826 Organics)
- Continuation of information on our website for customers.
- Customer service level reviews. (monthly reports run).
- Addition of proper labeling to bins (trash, recycling, organics).
- Outreach Materials (brochures, kid program information, articles, recycle bags, food waste pails- SB 1383)
- Direct Contact (bag distribution, face to face visits, large event, public speaking engagements)
- Community events with “recycling/re-use” themed promotion for spectators
- Direct mailers to customers

SITUATIONAL ANALYSIS

AB 341 “Mandatory Commercial Recycling” - Assembly Bill 341 went into effect July 1, 2012

Tule Trash Co. will continue to monitor customer levels of participation in compliance with these laws. Within the past year, TTC has made progress in bringing the city into further diversion compliance. With the knowledge of running reports on service levels, we were able to send our recycling coordinator in for face to face visits with any violators.

As of May 2020, we are happy to report that no generators are out of compliance on AB 341.

AB 1826 “Mandatory Commercial Organics Recycling” - Assembly Bill 1826 went into effect April 1, 2016

With regards to AB 1826, TTC sent a letter out in October of 2018 to customers whom would be affected by the change in AB 1826 / January of 2019. An increase in customer recycling levels were a result of direct contact, informational print material, and many other efforts put forth by TTC.

As of May 2020, we are happy to report that no generators are out of compliance on AB 1826 (4 cubic yard threshold).

*We are aware of the likelihood of 1826 dropping to 2 cubic yards based on the findings for the landfill characterization studies put forth by Cal Recycle. Upon the drop in yardage, we will begin outreach to customers. *We hope to work with Cal Recycle, the city, and customers on the changes that will affect some businesses already suffering from the financial burdens of COVID. We hope Cal Recycle understands some of the challenges COVID has burdened our small towns with financially.*

SB 1383 “Organics Reduction for Methane Mitigation” – Senate Bill 1383 went into effect September 2016. January 2020 mandates begin. Regulations in final draft, goes into effect 2022. As we look towards the future and the finalization of SB 1383, TTC will be incorporating more education on SB 1383 to generators. Education on food waste and green waste capture will be present in outreach materials to educate customers on the importance of reducing organic disposal for the reduction of Greenhouse Gases (GHG). In addition, TTC has already implemented a campaign called “Keep it Clean,” that focuses on minimizing contamination. There have been articles in the paper as well as visual print material. Including an update on “Contamination” to the brochure kept in city office for distribution and given to new customers by city staff. TTC has a fully compliant route audit program *where lid flippers are sent to check for contamination. Upon finding contaminated carts, pictures are taken and cart tags/violations with educational material are left for the customers. TTC began this process in 2019 and has ramped up efforts even more in 2020.* Drivers place cart tags on bins that have contamination as well. Repeat offenders face penalties and mandatory service level increases as detailed in our contract. As needed, TTC will continue to make adjustments to our business operations where we are preparing compliance efforts in regards to SB 1383

OUTREACH

The table below provides a summary of the outreach activities that have taken place in 2018/ 2019, and that are planned/ in progress through the end of fiscal year 2019/2020.

DOOR TO DOOR / FACE VISITS

2018/2019 Completed

- Every MFD in the City of Corcoran received a door to door visit. Each unit was given a recycling bag for their unit which also included an instructional letter on the bag and the variety of education on it. A “how to use” guide.
- Movement of bins for ease of use to customers was also done at some MFDs per permission of owners/managers.



2019/2020 In Progress

- Audits have and will continue as needed for maximum diversion. Audits were conducted when there were contamination issues.
- MFD site visits = 30 site visits; There are 15 total x2 visits per Recycling Coordinator; visited a total of 30 times (2x each multifamily).
- Commercial accounts = 15-20 site visits to obtain self-certs and conduct trash/organics/recycle audits.
- FUTURE OUTREACH - We are working to keep relations with MFD owners and managers. We are working on a plan to give “move in packets” for any new tenants to managers and owners that will be accepting of this. As we see the finalization of SB1383, we would like to include educational information regarding section 18984.10 to owners/ managers of some of their new responsibilities. In an ideal situation, we would like to have them share responsibilities of letting us know when tenants move in and out for our reporting to Cal Recycle with the outreach we provide.

SB 1383 BIN / CART COLORING & PROPER LABELING

2018/2019 Completed

- Each container has graphic, bilingual labels.
- “No Trash” or “Recycle Only” were also added to the bins. English and Spanish
- Some bin colors have been swapped out to meet with SB 1383 regulations.



2019/2020 In Progress

- Labels match all printed outreach. (please see attachments)
- English and Spanish with graphics.

- Will continue to swap bins for SB 1383 color requirements. (SB 1383)
- 2019- roughly 400 residential customers had their carts (all 3 - trash, organics, and recycling) swapped with a new container with correct color schemes and proper labeling of acceptable container contents. (SB 1383)
- New carts have proper SB 1383 color scheme and all proper labeling; English / Spanish / Graphics (SB1383)
- FUTURE OUTREACH 2020 and beyond- Currently, TTC switches out residential customers weekly with new carts. Our cart repair/delivery coordinator switches out old sets for new sets as he completes his work orders. We hope to continue to swap residential carts out weekly until the town is completed.



ORGANICS ONLY / SÓLO ORGÁNICO



Green Waste (Grass/Leaves/Yard Waste)
Los recortes de césped / Hojas / Basura del Jardín



Meat / Seafood / Dairy / Fruits and Vegetables / Bakery and Grocery
Carne / Mariscos / Productos Lácteos / Todas Frutas y Verduras / Productos Hornados y Comestibles



American Refuse
661-758-5316
www.americanrefuse.co

No Glass / No Metal / No Plastic / No Styrofoam
No Vidrio / No Metal / No Plástico / No Espuma de Poliestireno

Tule Trash Company
559-757-1045
www.tuletrash.com

DIRECT CUSTOMER CONTACT

2018/2019 Completed

- Letters to customers explaining AB 341 and AB 1826 with law change were mailed October of 2018.
- Contact to customers in violation noted in WAM notes.

2019/2020 In Progress

- Visits to customers face to face (commercial) visits will continue to aid in compliance.
- Brochures are left on cart tag violators to help with education.
- Please see mailings and brochure attachments.
- Information / brochures are left at city offices for anyone to take. These brochures and information are also given to new customers.
- We will continue to visit customers as needed to make sure they stay in compliance. Making them aware an organics cart is on site and is being used correctly.

PRINT MATERIAL

2018/2019 Completed

- June 7, 2018 there was a Reduce, Reuse, Recycle in paper.
- Jan 3, 2019 AB 1826 article on front page.
- Jan 17, 2019 article ran on interview of Recycling do's and don'ts. Also Tagged can fines.
- Jan 24, 2019 Keep it Clean images- organics and recycle. Along with Feb 7, 21, and ongoing.
- Jan 31, 2019 Reduce, Reuse, Recycle in paper.
- 2019 Recycling Blues article.



2019/2020 In Progress

- Addition of banner ads on trucks to promote recycling and organics. See attachments for all signage.
- Ongoing ads in the paper for "Keep it Clean" Campaign.
- Ongoing articles/ads on food waste, recovery, and re-use.
- New logo design to incorporate organics and recycling.



Extra Efforts

Regarding - COVID

- Keep Safe Video promoted online Tule website and Facebook.
- Ad ran in paper as well.
- Information on the website posted for COVID
- Article on food waste, re-use and preserving.



WEBSITE

2018/2019 Completed

- The website has been updated where all customers can access information regarding pickup days, calendar, recycling info, or pay their bill. Customers can also increase

service and service request on-line. Customers/public can also access information of all recycle laws in several areas of the site. Downloads of flyers are also available.

2019/2020 In Progress

- TTC has provided information for the City to put on their website and have a link from the City's website to TTC website.
- Continuation of news and events section. Added material to downloads and helpful hints as needed.
- Illegal trash burning from SJAPCD was added.
- School Recycle Challenge promoted

LARGE COMMUNITY EVENTS

2018/2019 Completed

- Participated with a booth at the Corcoran Cotton Festival. Handed out bags, magnets and other informational material.
- Corcoran Christmas parade with Reuse theme and message to the community about recycling.
- Participated in the Community Awards banquet with a Recycle theme. Lots of educational material present.
- Sept 14, 2018 Farmers Market donated 6 blue carts for use and capture of material.



2019/2020 In Progress

- Corcoran Cotton Festival - Parade entry with recycle theme. Theme was "Cotton in Space" the space ship was made from recycled/reused cardboard; The R2 figure was made from a trash can; Cotton was in the organics bin carried on the side of the truck.
- Corcoran Cotton Festival - Booth at the festival for information on recycling and in-home bags.
- Christmas Parade – 100-year celebration with recycle themed floats. Cardboard cutouts were from reused shipping boxes.
- Farmers Markets – This year we added the "food scraps pail" giveaway to the farmers market to Corcoran residents. It was well received by community members. Unfortunately, the last few markets were cancelled due to heat
- City Awards Banquet - Organics to compost themed with healthy eating and garden information.



PRESENTATIONS – COMMUNITY GROUPS

2018/2019 Completed

- Thus far, TTC has given presentations to the City of Corcoran City Council in a public format.
- We would like to present to others in the community. Reached out to Lions club and Rotary about free presentations.
- Reached out to the school district a few times that we will do presentations to classrooms for free.
- A new video and power point presentation was made for the civic clubs and schools. Also, all literature, bags, recycle magnets, school info, are handed out or available to each group.

2019/2020 In Progress

- Presentation to the Corcoran Rotary Club. Topics covered were Laws; GHG; Landfill-Waste Characterizations and more.

- Presentation to Corcoran High School students. Multiple classes during each session. Sessions were every hour for the entire day. We covered lots of topics: diversion, laws, recycling, organics, GHG, food recovery, industrial uses, MRF, AD, compost and more.
- Presentation to RAC center children/mother's on recycling- multiple classes. Also gave recycling info and bags.
- Corcoran City Council – Intro of food pails.



COMMUNITY CLEAN – UPS

2018/2019 Completed

- TTC participated in a weeklong community clean up. Items were separated and sent to appropriate recycling.

2019/2020 In Progress

- April 6 – April 12, 2019- Community Clean up at city yard.
- October 7 – October 10 & 11, 2019-Curbise clean-up for disabled and elderly. All other residents encouraged to take items directly to the KWRA.
- Another cleanup was planned for April 2020 but canceled due to COVID 19

SCHOOL DISTRICT

2018/2019 Completed

- Met with MOT about upcoming laws, lunch diversion in Sept.
- Met with Superintendent, MOT, and Pam to discuss laws, recycle presentations, share tables, food recovery, food diversion in cafeteria. Also, AB 1826 and SB 1383 organics recovery.
- Promoted K-12 recycle challenge
- Provided Share Table information and Public Health Contact.
- Donated recycle blue can stickers to the EPIC club at the high school. Offered to go talk with them again. Did participate in a meeting last Spring and have emailed to offer it again.

2019/2020 In Progress

- Power point presentation to Corcoran high school students (as mentioned above)
- Promoted the KCB K-12 recycle challenge.
- Spoke with HS Ag teacher about possibilities of recycling/food recovery.
- New video with where recycling goes. Highlights a paper factory, AD system, and compost
- New Power point video highlighting food waste and GHG.
- FUTURE OUTREACH – Upon finalization of SB 1383 regulations, our plan is to come up with an educational piece to alert the schools of section 18986.2 of that legislation. We hope to work in collaboration with the schools and city for them to provide feedback to TTC on the new requirements they will need to comply with for Cal Recycle reporting.



MFD

2018/2019 Completed

Was asked for a recycling presentation to MFD. Completed. Asked for another one but tenants were doing a great job after manager was conducting own audits.

2019/2020 In Progress

- Signage where allowed for MFDs for blue cart recycling items (per Cal Recycle request 2019 visit)
- MFD site visits = 30 site visits; There are 15 total x2 visits per Recycling Coordinator; visited a total of 30 times (2x each multifamily).
- Commercial accounts =15-20 site visits to obtain self-certs and conduct trash/organics/recycle audits.
- FUTURE OUTREACH - We are working to keep relations with MFD owners and managers. We are working on a plan to give “move in packets” for any new tenants to managers and owners that will be accepting of this. As we see the finalization of SB1383 we would like to include educational information regarding section 18984.10 to owners/ managers of some of their new responsibilities. In an ideal situation, we would like to have them share responsibilities of letting us know when tenants move in and out for our reporting to Cal Recycle with the outreach we provide.



EXHIBIT G
CONTRACTOR RATE ADJUSTMENT METHODOLOGY

G.1 RATE ADJUSTMENT CALCULATION

The annual CONTRACTOR Rate adjustment shall be calculated using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI Factor) as follows.

Series 1

Series ID: CUURS49ASA0
 Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Internet: <https://www.bls.gov/data/>

Series 2

Series ID: CUURS49BSA0
 Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-Hayward, CA
 Item: All items
 Internet: <https://www.bls.gov/data/>

The calculation of the CPI Factor shall be based on the change in 12-month average from the previous reference year. Specifically, it shall be based on data through February of each year. The Combined CPI Factor shall be the average of the Series 1 and Series 2. The following is an example calculation using actual data.

Series 1: LA-LB-Ana													
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Average
2018/19	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	269.468	269.608	267.198
2019/20	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	277.755	278.657	<u>275.559</u>
													Change: 8.361
													Percent: 3.13%
													Series 1 CPI Factor: 0.0313

Series 2: SF-Oak-Hay							
	Apr	Jun	Aug	Oct	Dec	Feb	Average
2018/19	283.422	286.062	287.664	289.673	289.896	291.227	287.991
2019/20	294.801	295.259	295.490	298.443	297.007	299.690	<u>296.782</u>
							Change: 8.791
							Percent: 3.05%
							Series 2 CPI Factor: 0.0305

The Combined CPI Factor equals the average of Series 1 CPI Factor and Series 2 CPI Factor, as follows.

$$(0.0313 + 0.0305) / 2 = 0.0309$$

For each Contractor Rate category, the new rate shall be calculated as follows.

$$\text{New Rate} = \text{Current Rate} \times (1 + \text{Combined CPI Factor})$$

The Combined CPI Factor shall be capped at 0.0350 per year.

G.2 RATE ADJUSTMENT PROCESS

The CITY shall calculate and provide to CONTRACTOR the CPI Factor annually no later May 31st in the format shown above in an Excel or compatible spreadsheet. CONTRACTOR may review the calculated CPI Factor for accuracy. The CITY shall adjust CONTRACTOR Rates effective July 1st of each year.

EXHIBIT H
Protocols on Container Overfilling and Contamination

Container Contamination Protocol

CONTRACTOR will make every effort to train drivers to identify contamination and deploy a cart inspector that will conduct periodic route inspections where bins will be checked for contamination. Should the CONTRACTOR identify instances of contamination of black, blue and/or green containers by residential, multi family or commercial customers receiving bin or cart service, it will document the contamination through the use of film or digital photography. CONTRACTOR will place a non-collection tag on the container explaining the type of contamination present and instructions for removal of the contamination. Once the contamination is removed, the container will be collected on the next scheduled pick-up day. Alternatively, customer may call and request pick-up of the container. If the customer requests pick-up of the container within the same collection week an extra collection fee, per the approved rates, will be charged to the customer.

The CONTRACTOR will present evidence of contamination to the CITY, where the CITY may provide that to the customer.

- (1) The first incident of contamination will be treated as an opportunity to educate the customer on appropriate placement of materials.
- (2) Customers will also be informed that the CITY will charge a contamination fee, per the approved rates, on the second offense within a six-month period. Customer will be required to correct the contamination before the container may be serviced on the next collection day.
- (3) Where such evidence was presented to the customer, and CONTRACTOR documents a third instance of contamination within a six month period, CONTRACTOR is authorized to deliver a larger trash container to the customer, and adjust the service rate, to the rate then in effect for the next larger size container. CONTRACTOR will provide the CITY contract manager with written notification prior to delivering the next larger size container and adjust the service rate.

Protocol on Container Overfilling

CONTRACTOR will make every effort to ensure the collection of materials does not result in litter. Overfilled containers can result in litter and are an indication of inadequate service. Where CONTRACTOR identifies instances of overfilling of containers by residential, multi family or commercial customers receiving bin or cart service, it will document the overfilling through the use of film or digital photography.

(1) The first incident of overfilling will be treated as an opportunity to educate the customer on overfilling.

(1a) If the container cannot be collected safely the CONTRACTOR will place a non-collection tag explaining it is overfilled and instructions for how to remedy the container. Once the container is ready for pick-up, the customer may call and request pick-up and be charged an additional pick-up fee if customer requires pick-up in the same collection week.

(1b) If the container can be serviced, the CONTRACTOR will pick-up the container, where the photo of the overfilled container will be provided to the CITY, where the CITY will contact the customer.

(2) The customer will be educated by the CITY on the incident of overfilling and may be charged an overage fee on the second offense within a six-month period.

(3) Where such evidence was presented to the customer, and CONTRACTOR documents a third instance of overfilling within a six-month period, CONTRACTOR is authorized to charge an overage fee and deliver the next larger sized container to the customer. The service rate will be adjusted to the rate then in effect for the next larger size container. If a customer requests the CONTRACTOR to dump the extra materials, or contaminated materials, within the same collection week an additional pick-up will be charged. CONTRACTOR will provide the CITY contract manager with written notification prior to delivering the next larger size container and adjusted the service rate.

City of

CORCORAN

City Manager's Office

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager
Joe Faulkner, Public Works Director

DATE: January 6, 2020

MEETING DATE: January 12, 2021

SUBJECT: Consider approval of agreement with West Stoneworks Co. Inc. dba West Memorials for the design, fabrication, and installation of the Veteran's Memorial at Gateway Park.

Recommendation:

Consider approval of the agreement with West Stoneworks Co. Inc. dba West Memorials for the design, fabrication, and installation of the Veteran's Memorial at Gateway Park and authorize the Mayor to execute the agreement.

Discussion:

At the November 12, 2019 city council meeting, Supervisor Richard Valle presented the City with a check for \$1,000,000 to be used for a veteran's memorial. These funds were the result of a settlement agreement between Kings County and the High Speed Rail Authority. In March 2020, the City Council created a veteran's memorial ad hoc committee to consider ideas for the new memorial to be included in Gateway Park.

Since March 2020, the ad hoc committee and staff have been working with Paul West of West Memorials. The ad hoc committee is recommending that the City Council move forward with the conceptual design of the veteran's memorial presented by Mr. West. Per the contract, the cost to design, fabricate and install the veteran's memorial (monument and granite star) will be \$748,195.

Budget Impact:

As part of the attachments, you will find an engineer's estimate of costs for the veteran's memorial prepared by A&M Consulting Engineers. The total anticipated cost of the project will be \$1,143,340.43 broken down as follows:

Monument and Star (Paul West)	\$748,195
Site Work, Construction, Misc.	\$395,145

The current cost estimate for the project exceeds the funds available by \$143,340. As with other projects, staff will look at ways to bring down costs associated with the project. However, in the event that additional funds are needed, the City Council would need to authorize the use of General Fund or Measure A funds to complete the project.

Attachments:

Engineer's estimate of costs for the Veteran's Memorial
Agreement between the City of Corcoran and West Memorials
Renderings of the proposed Veteran's Memorial

CONTRACT

This contract is made between CITY OF CORCORAN ("City") and WEST STONEWORKS Co., INC. dba WEST MEMORIALS ("West") effective the ____ day of _____, 2020.

1. Services. West shall provide the following services, materials and final product:

(a) Design, construct, deliver, install and coordinate the Corcoran Memorial ("Memorial") designed by West. The Memorial shall consist of five (5) figures that are 12' tall and comprised of approximately 30 layers of 3/16" stainless steel (alloy 304). The memorial 12' tall figure designs shall be stamped by a California Civil or Structural Engineer.

(b) Each figure will weigh between 4,500 lbs and 6,500 lbs. Each layer of each figure will be precision plasma cut and hand ground. All edges will then be grained to ensure the cleanest, most consistent figurative form. All layers will be connected to its adjacent layer with strategically placed stainless round stock spacers. These spacers will be TIG welded into place and cleaned and smoothed.

(c) Each figure will be built onto a structural foundation base which will be designed by a licensed California Civil or Structural Engineer and constructed by West. Each figure will easily anchor onto a concrete structural base foundation while still allowing light to fully illuminate the figure from below. West will be responsible for coordinating and obtaining all geotechnical, soil investigations, and soil reports for the foundation design.

(d) West will work with all parties involved to help design the bases for these figures so that they can house the all-weather, color-changing LED fixtures which West will design & supply for this project. West will also supply all the hardware and software to power and control the lighting system and will work with City to provide light display programming for everyday and special occasions. City will only be responsible for providing two (2) 2-inch electrical PVC conduits to a junction box for the Memorial.

(e) Renderings of shape and form will be subject to City approval.

(f) All figures will be built and finished in Memphis, and then shipped to their final installation destination via over-the-road trucks after approval of construction design drawings by the City (Interwest).

(g) West's crew will travel to the installation site and arrange for all cranes and equipment required for smooth and efficient installation of the five (5) figures. West will fine-tune the lighting fixtures and programming on site to ensure an optimum evening and nighttime presence for each figure.

(h) West will also provide certified engineered drawings for the stainless figures in order to satisfy the public art safety requirement. Further, the Monument/Statutes and Foundations shall be designed and stamped by a California Civil or Structural Engineer. In addition, West shall be required to apply to City for a building permit and such Memorial design plans shall be checked, reviewed, and approved by Interwest for completeness.

Cost for (a) - (h): \$660,000

(i) Custom carved memorial interior walls and Star of Freedom bench to be made of memorial grade black granite.

(j) Drawings, fabrication, shipping, installation and all coordination is included. Upon installation, the Memorial shall be the exclusive property of City. West shall retain the copyright in and to the Memorial. West hereby grants the City a non-exclusive license to use the Memorial and to make derivative works

therefrom, including photographs, memorabilia, and replica models. West agrees that it will not reuse the design for the Memorial for any project in the State of California.

(k) Price includes, but is not limited to, pins, epoxy, sealants, cranes and tools necessary for installation.

(l) Lettering or etching is not included in the proposal and may be added.

(m) Drawing is attached, sizes follow: walls to be faced to concrete statute foundation:

(i) 36x4x36 all polished (x5)

(ii) 36x4x36 all polished (x5)

(iii) 29x8x36 all polished (x5)

(n) Star of Freedom to be assembled from six pieces of granite:

(i) 44.25"x44.25"x18" polished top

(ii) 44.25"x28.75"x18" polished 3 sides (x5)

(iii) 24,000 lbs of granite

Cost for (i) - (n): \$88,195

(o) The City of Corcoran shall pay for all initial material testing all costs incurred for any additional testing due to failed tests shall be the responsibility of West.

2. Terms for Payment: (a) Fifty percent (50%) at signing of contract; (b) twenty-five percent (25%) at fabrication completion; and (c) twenty five percent (25%) at installation completion.

3. West's Miscellaneous Representations: West warrants to City that:

(a) It and its subcontractors (if any) are financially able to complete the services.

(b) It will perform all obligations, furnish all material, equipment, tools, transportation, supplies and labor to complete the services for the contract sum entered above.

(c) It is authorized and licensed to do business in the State of California.

(d) It will perform the services with care and diligence and in a professional and workmanlike manner as required by this contract.

(e) It has visited the work site and is reasonably apprised of the conditions in and around the work area.

(f) It will be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of this contract.

(g) It will employ only persons skilled in the services for which it is to do, employ an experienced superintendent to supervise the services of its employees and subcontractors who shall be responsible for the acts or omissions of its agents and employees or those of subcontractors and their agents and employees acting on behalf of West.

(h) It shall have, at the time of execution and for the duration of this contract, all professional and business insurance, licenses and permits required to provide the required services in the State of California, as required by law.

4. Changes in the Services:

(a) Only City may authorize changes in the services. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and West shall execute the changed service promptly.

(b) West shall provide supporting information as requested by City to support the cost of any changed services.

5. Time for Completion:

(a) Completion date shall be on or before _____.

(b) Requests for time extensions shall be made promptly. Delays of the services due to circumstances beyond the control of West shall be adequately documented and submitted to City with any request for an extension of the time for completion.

(c) Should completion of the services extend past the original or amended date, City reserves the right to charge as liquidated damages, not as a penalty, the amount of \$1,000/day, and reduce the contract's final payment by that amount.

6. Guarantees and Warranties:

(a) West shall remedy and make good all defects in material and workmanship at no additional cost to City and pay for any damage to other work or property resulting from such defects for a period of one year from the date of substantial completion, excepting damage that is caused by misuse or abuse by the City. All warranties shall be assigned to City at no cost to City and without the approval of West.

(b) Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

7. Dispute Resolution: The parties agree to attempt in good faith to resolve their disputes from a claim or controversy arising out of or relating to this contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action, or proceeding arising out of or relating to the contract shall be instituted and maintained only in Kings County, California.

8. City's Right of Suspension:

(a) City may, at any time, suspend this contract, in whole or in part, with or without cause, for such period of time as determined by City.

(b) The contract sum and contract time will be adjusted for increases in cost to West due to the delay or interruption of the work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of West or subject to an equitable adjustment covered under other provisions of the contract.

9. Indemnity: West shall indemnify and save harmless City and City's officers, agents, and employees from and against all losses and claims, demands, payments, suits, actions, recoveries, and

judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of West, its agents or employees in the execution of this contract. When City submits notice, West shall promptly defend any aforementioned action at no cost to City. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

10. Insurance and Bonds:

(a) West shall purchase and maintain insurance to protect against claims that may arise out of West's operations under this contract. The limits shall be for not less than the limits set forth in this section, shall be written on an occurrence basis and shall be in force for the duration of the contract.

(b) The insurance required by this section shall be written for not less than the following limits or greater if required by law or other provisions in the contract.

(1) Commercial General Liability:

a. General Aggregate (per project)	\$1,000,000
b. Products/Completed Operations	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage	\$ 500,000
f. Medical Expense (any one person)	\$ 5,000

(2) Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	\$1,000,000
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OR

b. Bodily Injury & Property Damage (each)	\$1,000,000
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(3) Workers Compensation Statutory

(c) West's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

11. Bonds: West shall deliver to City properly executed Performance and Payment Bonds. If West fails to provide City with a properly executed bond as required herein, West shall be in material breach of its responsibilities under the contract.

(a) Bonds shall each be in the amount of 100% of the amount of the contract.

(b) The Surety providing the bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty." In addition, Surety

shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount.

12. Independent Contractor:

(a) For purposes of this paragraph, the term "Contractor" includes West, its agents, assigns, employees, and subcontractors. In performing the services called for pursuant to this Agreement, Contractor, on behalf of themselves and all its agents, assigns, employees, and/or subcontractors, acknowledges and affirms that it intends to operate as an independent contractor to the City, and not as an employee of the City. Specifically, Contractor acknowledges that it has read and understands California Labor Code section 2750.3, and that it intends to operate as an Independent Contractor and ensure that the application of the factors contained in California Labor Code §2750.3(a)(1)(A thru C) will clearly demonstrate that Contractor would not be determined to be an employee of City. Accordingly, Contractor agrees to indemnify, hold harmless, and tender costs of defense in any instance wherein an agent, assign, employee, or subcontractor of Contractor files any claim alleging that City was their "employer" or their "hiring entity" for the services contemplated herein. Further, no employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

In particular, City will not:

1. Withhold FICA (Social Security) from Contractor's payments.
2. Make state or federal unemployment insurance contributions on Contractor's behalf.
3. Withhold state or federal income tax from payments to Contractor.
4. Make disability insurance contributions on behalf of Contractor.
5. Obtain unemployment compensation insurance on behalf of Contractor.

(b) Notwithstanding this independent contractor relationship, City shall have the right to monitor and evaluate the performance of Contractor to assure compliance with this Agreement.

13. Subcontractors: If West engages subcontractors to provide work on the contract, then West shall include, or cause to be included, in the contract with those entities, all provisions contained in this contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as West and shall preserve and protect the rights of City.

14. Completion and Closeout:

(a) West shall have completed the unfinished and defective work listed in the "punch list" and notify City of its completion. City will schedule a final inspection and require West to demonstrate that all equipment and systems operate as designed. City may elect to have other persons, firms, or agencies participate in the inspections.

(b) Failure of West to achieve completion within the allowed time shall entitle City to consider West in breach of this contract.

(c) If more than one final inspection is required, West shall reimburse City for all costs associated with the re-inspection, if any.

(d) Final payment shall not be due, nor shall retained funds be released, until West complies with the requirements of this contract.

15. Governing Law: This contract is entered into and shall be construed in accordance with the laws of the State of California. Venue shall be Kings County, California.

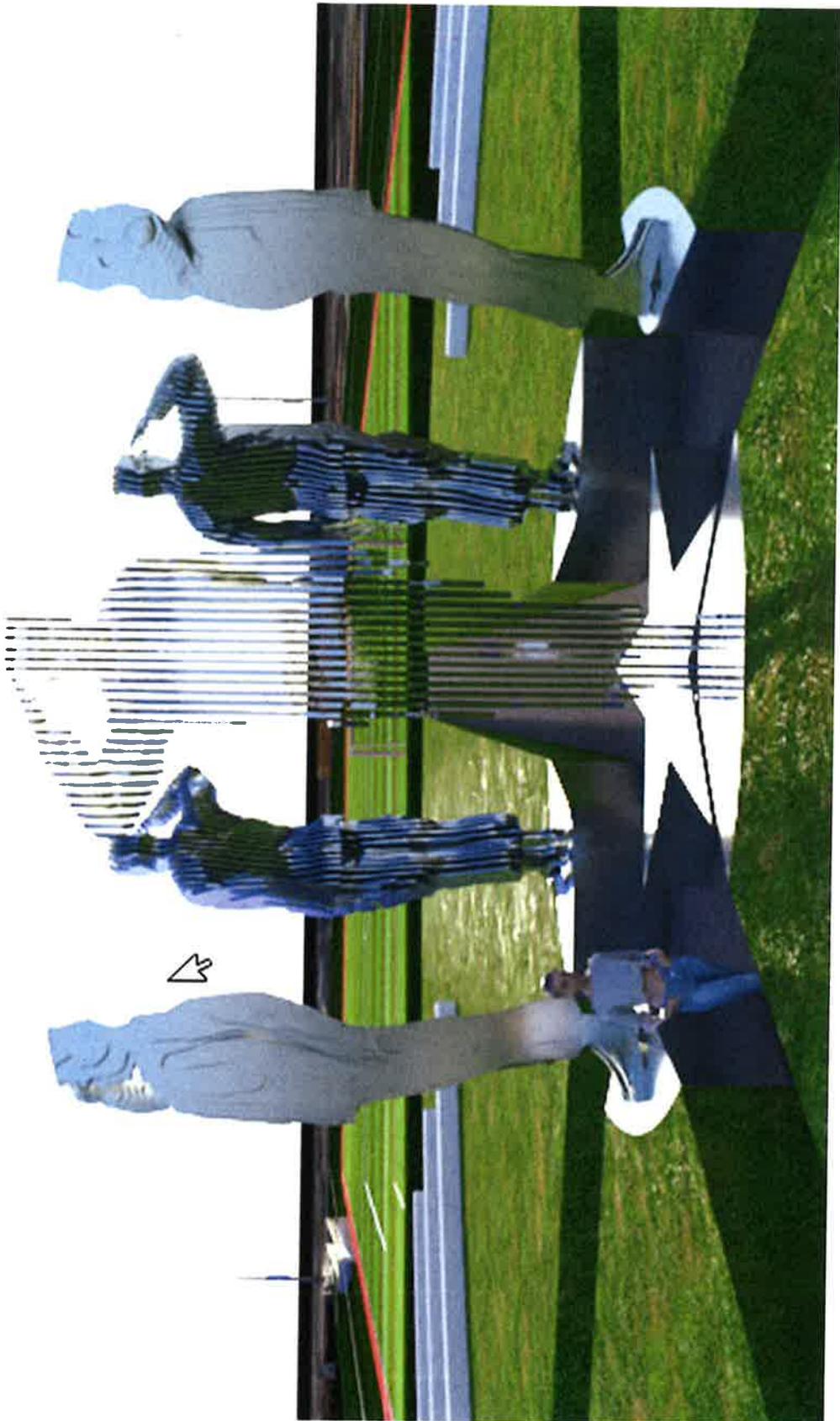
City of Corcoran

West Stoneworks Co., Inc., dba West Memorials

Patricia Nolen, Mayor

By: _____
Paul West





MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

MEMORANDUM

MEETING DATE: January 12, 2021
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- January 12, 2021 (Tuesday) City Council Meeting – 5:30 PM
- January 26, 2021 (Tuesday) City Council Meeting – 5:30 PM
- February 9, 2021 (Tuesday) City Council Meeting – 5:30 PM
- February 23, 2021 (Tuesday) City Council Meeting – 5:30 PM

- A. Information Items:
1. Mask and hand sanitizer project
 2. Employee recognition event
 3. Development projects
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
1. Staff Referral Items
- C. Committee Reports
1. Kings Waste and Recycling Agency (KWRA)
 2. Kings County Association of Governments (KCAG)
 3. Kings Community Action Organization



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
09/06/20	Council requested informal meeting with two members of the Corcoran Cemetery District board.	In progress	City Manager
06/13/20	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
05/12/20 09/10/19 06/25/19	Presentation by PARS on Section 115 fund status. Presentation by PARS on fund status of Section 115. Council requested further information on PERS Unfunded Liability and funds that can be paid off early. Council also requested periodic updates on Section 115 (PARS) Account for retirement contributions.	In progress	Finance Director/City Manager
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development