

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA
TUESDAY, MAY 7, 2013
CITY HALL COUNCIL CHAMBERS
209 E. KERN ST., TAFT, CA 93268**

AS A COURTESY TO ALL - PLEASE TURN OFF CELL PHONES

Any writings or documents provided to a majority of the City Council regarding any item on this agenda are made available for public inspection in the lobby at Taft City Hall, 209 E. Kern Street, Taft, CA during normal business hours (SB 343).

REGULAR MEETING

6:00 P.M.

Pledge of Allegiance

Invocation

Roll Call: Mayor Linder
Mayor Pro Tem Krier
Councilmember Miller
Councilmember Noerr
Councilmember Waldrop

1. SPECIAL RECOGNITION

2. LOTTERY DRAWING FOR SAFE AND SANE FIREWORKS STANDS 4TH OF JULY

Recommendation –Conduct lottery drawing for four Safe and Sane Firework stands and one alternate for July 4th celebrations.

3. CITIZEN REQUESTS/PUBLIC COMMENTS

THIS IS THE TIME AND PLACE FOR THE GENERAL PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS WITHIN ITS JURISDICTION. STATE LAW PROHIBITS THE COUNCIL FROM ADDRESSING ANY ISSUE NOT PREVIOUSLY INCLUDED ON THE AGENDA. COUNCIL MAY RECEIVE COMMENT AND SET THE MATTER FOR A SUBSEQUENT MEETING. PLEASE LIMIT COMMENTS TO FIVE MINUTES.

4. TREASURER REPORT

5. COUNCIL STATEMENTS (NON ACTION)

6. PLANNING COMMISSION REPORTS

7. DEPARTMENT REPORTS

8. CITY MANAGER STATEMENTS

9. CITY ATTORNEY STATEMENTS

10. FUTURE AGENDA REQUESTS

CONSENT CALENDAR ITEMS 11 - 23

All items listed on the Consent Calendar shall be considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless a member of the City Council requests specific items to be removed from the Consent Calendar for separate action. Any item removed from the Consent Calendar will be considered after the regular business items.

11. MINUTES

April 16, 2013 Regular

Recommendation – Approve as submitted.

12. PAYMENT OF BILLS

Cash Disbursements Warrant # 042613	Check No. 75274-75340	\$280,446.75
	Check No. 75273 WAS VOIDED	
Warrant # 041713	Check No. 75272	\$3,192.75
Warrant # 041213	Check No. 75269-75271	\$399.05

Recommendation – Approve payment of bills.

13. VIDEO RETENTION AND ACTION MINUTES

Recommendation – Motion to approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING RESOLUTION 2382-97 AS IT PERTAINS TO THE RETENTION OF MEETING RECORDINGS.

14. FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JULY 2012 TO SEPTEMBER 2012

Recommendation – Motion to THE 25% ALLOCATION OF THE TRANSIENT OCCUPANCY TAX TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JULY 2012 THROUGH SEPTEMBER 2012.

15. FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF OCTOBER 2012 TO DECEMBER 2012

Recommendation – Motion to approve THE 25% ALLOCATION FO THE TRANSIENT OCCUPANCY TAX TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF OCTOBER 2012 THROUGH DECEMBER 2012.

16. APPROVAL OF A RESOLUTION AUTHORIZING SIGNATURE OF MAYOR OR CITY MANAGER FOR CALTRANS PROGRAM SUPPLEMENT AGREEMENT NO. N015 (CONSTRUCT A BIKE / PEDESTRIAN PATH ALONG HILLARD ST. FROM “A” STREET PARK TO RAILS TO TRAILS) TO MASTER AGREEMENT 06-5193R

Recommendation – Motion to approve resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N015 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. RPSTPLE-5193 (033) FOR THE PRELIMINARY ENGINEERING OF THE HILLARD ST. BIKE / PEDESTRIAN PATH FROM “A” ST., AND AUTHRIZING THE MAYOR OR CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT.

17. **CONSIDER APPROVAL OF A GENERAL PLAN AMENDMENT TO REVISE THE TAFT GENERAL PLAN LAND USE ELEMENT MAP FOR APPROXIMATELY 10 ACRES OF LAND GENERALLY LOCATED WEST OF STATE ROUTE 33 AND SOUTH OF WOOD STREET, FROM LOW DENSITY RESIDENTIAL TO INDUSTRIAL. CITY OF TAFT, APPLICANT**

Recommendation – Motion to approve resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, APPROVING GENERAL PLAN AMENDMENT (GPA) NO. 2013-09, REVISING THE TAFT GENERAL PLAN LAND USE ELEMENT MAP FOR A 10 ACRE PORTION OF APN NO. 220-040-47 FROM LOW DENSITY RESIDENTIAL (LDR) TO INDUSTRIAL (I).

18. **SOLICIT BIDS TO COMPLETE DISINFECTION SYSTEM UPGRADES AS DEFINED AS THE FEDERAL WWTP – DISINFECTION SYSTEM UPGRADE PROJECT**

Recommendation – Motion to publicly solicit bids for the completion of upgrades to the disinfection system at the City’s Federal Wastewater Treatment Plant. Funding for this work will be obtained from the Federal WWTP Capital Reserves.

19. **EXECUTE CONTRACT REASSIGNMENT FROM SOUTH WEST WATER COMPANY TO SEVERN TRENT SERVICES FOR OPERATIONS AND MAINTENANCE OF WASTE WATER TREATMENT FACILITIES**

Recommendation – Motion to approve and execute contract reassignment with Severn Trent Services.

20. **EXECUTE SERVICE AGREEMENT WITH BRIGHT HOUSE TO PROVIDE TELEPHONE AND INTERNET SERVICE AT THE WASTE WATER TREATMENT PLANT**

Recommendation – Execute service agreement with Bright House for telephone and internet service at the Waste Water Treatment Plant.

21. **VIRTUAL INCUBATOR LICENSE PROGRAM**

Recommendation – Motion to enter into a contract with Central Valley Business Incubator, Inc. for a term of one-year for the Virtual Incubator License Program (VIP) at no cost.

22. **ANIMAL SHELTER CONTRACT MOU WITH THE CITY OF MARICOPA**

Recommendation – Motion to approve and sign the attached and incorporated MOU for animal shelter services for the City of Maricopa.

23. **AUTHORIZE FINANCE DIRECTOR TO DEPOSIT FUNDS IN ESCROW ACCOUNT AS DIRECTED TO BY CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AS A RESULT OF THE SEWER SPILL THAT OCCURRED ON MARCH 12, 2013**

Recommendation – Motion to direct the Finance Director to establish escrow account and deposit \$17,325 therein.

24. APPOINT ONE (1) MEMBER TO THE CITY OF TAFT PLANNING COMMISSION TO FILL UNSCHEDULED VACANCY

Recommendation – Motion to appoint one (1) member to serve on the City of Taft Planning Commission to complete a term ending June 30, 2015.

CLOSED SESSION

- A. At this time the City Council will hold a closed session pursuant to Government Code Section 54957.6 to give direction to its labor negotiator concerning labor negotiations:
All units
- B. At this time the City Council will hold a closed session pursuant to Government Code Section 54956.8 for the Council to give instructions to its negotiator, Craig Jones, regarding negotiation for real property – undisclosed location.

ADJOURNMENT

**AMERICANS WITH DISABILITIES ACT
(Government Code Section 54943.2)**

The City of Taft City Council Chamber is accessible to persons with disabilities. Disabled individuals who need special assistance (including transportation) to attend or participate in a meeting of the Taft City Council may request assistance at the Office of the City Clerk, City of Taft, 209 E. Kern Street, Taft, California or by calling (661) 763-1222. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting material available in alternative formats. Requests for assistance should be made five (5) working days in advance of a meeting whenever possible.

AFFIDAVIT OF POSTING

I, Erica Barron, declare as follows:

That I am the Deputy City Clerk of the City of Taft; that an agenda was posted on a public information bulletin board located near the door of the Civic Center Council Chamber on May 2, 2013, pursuant to 1987 Brown Act Requirements.

I declare under penalty of perjury that the foregoing is true and correct.
Executed May 2 , 2013, at Taft, California.

Date/Time

Signature



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

LOTTERY DRAWING FOR SAFE AND SANE FIREWORK STANDS 4TH OF JULY

SUMMARY STATEMENT

Each year the City accepts applications from qualified nonprofit organizations to operate safe and sane firework stands pursuant to the City Code regulations Title IV, Section 13. Out of the applications received for the lottery drawing, four will be selected plus one alternate. If a primary organization has multiple auxiliary or affiliated organizations, only the first name drawn for that organization will be granted the license to operate and the other no longer will be considered eligible.

Organizations submitting applications for the 2013, July 4th celebration are as follows:

- Calvary Temple
- First Samoan Assembly of God
- Mission Apostolica de la fe en Cristo Jesus
- Taft Lions Club
- Taft Midway-Sunset Lions Club
- Taft Midway-Sunset Lions Foundation
- Taft Sportsmen's Club
- Taft Sportsmen's Club IDPA
- Taft Sportsmen's Club and Junior Division

*Note: Taft Midway-Sunset Lions Foundation operates under a separate Federal Tax ID number and is a 501(c)3 whereas the Club is a 501(c)4.

The newspaper ad stated that applications would be accepted through April 30, 2013.

RECOMMENDED ACTION:

Conduct lottery drawing for four Safe and Sane Firework stands and one alternate for July 4th celebrations.

IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Yes

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------



April 1, 2013

Members of City Council
City of Taft

Reference: Treasurer's Report for the Month of February, 2013

Dear Members of the City Council:

The attached are Treasurer's Investment Fund Summary Report, Cash Receipts & Disbursements Summary Report, and other supporting documents of the report. The investment Fund Summary Report is presented at fair market value, as well as book value in accordance with Statement No 31 of the Governmental Accounting Standards Board (GASB), Accounting and Financial Reporting for Certain Investments As defined, when the Treasurer's Pooled Cash Portfolio is an external pool and must report accordance with GASB 31 for fiscal years beginning after June 15, 1997. The reporting at fair market value is for compliance with GASB 31 and is not to be used for budgetary purposes, since actual fund values and interest allocated in the Investment Fund are on an accrued accounting basis according to Generally Accepted Accounting Principles

The monthly earnings from the pooled unrestricted money investments in passbook/checking accounts, certificate of deposit, and investment in US government securities for the month ended February 28, 2013, were \$1,115.40, and the restricted money investment monthly interest earning were \$13.17. These earnings represented an average net annualized yield of 1.15% and .29%, respectively. For reference, a comparable statement of interest earnings on a quarterly basis for the year ending June 30, 2013 is shown at the bottom of the Summary of Receipts & Disbursements report. The investment program generates additional annual operating revenue for the City. Interest earnings are distributed quarterly to the participating funds in the City's Investment Fund.

California Government Code Section 53646 (b)(2) requires a report of "compliance with the statement of investment policy, or manner in which the investment is not in compliance". At the time of purchase all investments were in compliance with State law and our investment policy.

California Government Code Section 53646 (b)(3) requires a "statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six

months....." To the best of my knowledge, the City's investment fund has sufficient liquidity to meet its obligations for the next six month's.

It is recommended that you receive and file this information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ben Mangum". The signature is fluid and cursive, with a large initial "B" and "M".

*Ben Mangum
City Treasurer*

*Cc: Craig Jones, City Manager
Teresa C. Binkley, Finance Director
Margie Quintero, Accountant*

EXHIBIT A

**CITY OF TAFT
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
AS OF FEBRUARY 28, 2013**

A/C #	POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:	BOOK VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	MATURITY DATE	# OF DAYS TO MATURITY	YIELD TO MATURITY	
							360 DAYS EQUIVALENT	365 DAYS EQUIVALENT
9-100	Passbook / Checking Accounts WESTAMERICA BANK "NOW" Demand Deposits (365)	\$1,411,183.82	\$1,411,183.82	16.51%	NOW	1	0.05%	0.05%
	TOTAL	\$1,411,183.82	\$1,411,183.82					
9-101	Local Agency Investment Funds (A) State Pool Demand Deposits(365)	\$3,031,152.14	\$3,031,152.14	35.46%	NOW	1	0.32%	0.32%
	TOTAL	\$3,031,152.14	\$3,031,152.14					
9-103	Certificate of Deposit United Security Bank	\$252,886.87	\$252,886.87	2.96%	NOW	1	1.37%	1.39%
	TOTAL	\$252,886.87	\$252,886.87					
9-104	Investment-U S. Government Securities US Bankcorp Piper Jaffray (\$2,000,000.00 Fire Dept Reserves) CD REDEEMED	\$2,000,000.00	\$1,999,856.11	23.40%	SEE EXHIBIT E	1	0.99%	1.00%
	TOTAL	\$2,000,000.00	\$1,999,856.11					
9-113	Multi-Bank Securities Inc	\$300,467.12	\$302,344.12	3.51%	SEE EXHIBIT G	1	1.87%	1.90%
	TOTAL	\$300,467.12	\$302,344.12					
9-114	Morgan Stanley Securities	\$602,184.40	\$605,528.72	7.04%	SEE EXHIBIT I	1	1.23%	1.24%
	TOTAL	\$602,184.40	\$605,528.72					
9-115	UBS Financial Services Inc	\$500,482.88	\$503,355.88	5.85%	SEE EXHIBIT K	1	1.00%	1.94%
	TOTAL	\$500,482.88	\$503,355.88					
9-116	Morgan Stanley Securities	\$200,309.40	\$204,753.40	2.34%	SEE EXHIBIT M	1	2.00%	2.00%
	TOTAL	\$200,309.40	\$204,753.40					
9-117	Mutual Securities	\$250,000.00	\$258,202.14	2.92%	SEE EXHIBIT O	1	2.00%	2.00%
	TOTAL	\$250,000.00	\$258,202.14					
	OPERATING CASH & INVESTMENTS:	\$8,548,666.63	\$8,569,263.20	100.00%				
	RESTRICTED CASH & INVESTMENTS							
53-100	Restricted cash - Inmate Welfare Fund	\$0.12	\$0.12	0.00%	NOW	1	0.00%	0.00%
54-100	Restricted cash - Inmate Trust Fund	\$8,809.05	\$8,809.05	0.25%	NOW	1	0.10%	0.10%
64-101	Restricted 97 CCF Lease Rev Bond Investments US Bank Security of U S Government (365)	\$2,629,493.78	\$2,629,493.78	74.58%	01/01/17		0.00%	0.00%
65-102	Restricted TCDA Successor Agency Rev Bond Inves WestAmerica Bank	\$3,734.61	\$3,734.61	0.11%	01/01/17		0.01%	0.01%
66-101	Restricted TCDA/Low Modl Rev Bond Investments WestAmerica Bank	\$512,527.22	\$512,527.22	14.54%	01/01/17		0.03%	0.03%
67-101	Restricted 98 Rev Refunding Bond Investments US Bank Security of U S Government (365)	\$371,442.55	\$371,187.05	10.53%	01/07/28		1.01%	1.02%
	TOTAL RESTRICTED CASH & INVESTMENTS:	\$3,526,007.33	\$3,525,751.83	100.00%				
	GRAND TOTAL CASH & INVESTMENTS	\$12,074,673.96	\$12,095,015.03					

This report is presented pursuant to the City of Taft's Investment Policy which was revised by the Taft City Council at its regularly scheduled meeting of April 16, 2013
There are sufficient funds to meet the next 6 months' obligations

(A) As allowed by California Government Code Section 53646(e), see attached most recent copies of the statements from LAIF and WestAmerica Bank in lieu of the information required by section 53646(b)(1)

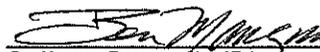

 Ben Mangum, Treasurer, City of Taft

EXHIBIT B

**CITY OF TAFT
Treasurer's Report - Summary of Receipts & Disbursements
For the month ended FEBRUARY 28, 2013**

	BALANCE AS OF 01/31/13	RECEIPTS	DISBURSEMENTS	ACCRUED INTEREST	TRANSFER IN	TRANSFER (OUT)	BALANCE AS OF 02/28/13
<u>POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:</u>							
PASSBOOK/CHECKING ACCOUNT-WA	\$271,432.76	\$1,426,845.38	(\$887,094.32)	\$0.00	\$600,000.00	\$0.00	\$1,411,183.82
CETIFICATE OF DEPOSIT/UNITED SECURITY BANK	\$252,656.23	\$0.00	\$0.00	\$230.64	\$0.00	\$0.00	\$252,886.87
LOCAL AGENCY INVESTMENT FUND	\$3,631,152.14	\$0.00	\$0.00	\$0.00	\$0.00	(\$600,000.00)	\$3,031,152.14
INVESTMENT-U.S. GOVERNMENT SECURITIES (\$2,000,000.00 Fire Dept Reserves) CD REDEEMED	\$3,000,000.00	\$0.00	(\$1,000,000.00)	\$0.00	\$0.00	\$0.00	\$2,000,000.00
MULTI-BANK SECURITIES INC	\$300,135.89	\$0.00	\$0.00	\$331.23	\$0.00	\$0.00	\$300,467.12
CERTIFICATE OF DEPOSIT/MORGAN STANLEY	\$601,640.51	\$0.00	\$0.00	\$543.89	\$0.00	\$0.00	\$602,184.40
CERTIFICATE OF DEPOSIT/UBS FINANCIAL SERVICES INC	\$502,817.24	\$0.00	\$0.00	(\$2,334.36)	\$0.00	\$0.00	\$500,482.88
CERTIFICATE OF DEPOSIT/MORGAN STANLEY SMITH BAR	\$200,311.70	\$0.00	\$0.00	(\$2.30)	\$0.00	\$0.00	\$200,309.40
CERTIFICATE OF DEPOSIT/MUTUAL SECURITIES	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00
TOTAL POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:	\$9,010,146.47	\$1,426,845.38	(\$1,887,094.32)		\$600,000.00	(\$600,000.00)	\$8,548,666.63
<u>RESTRICTED CASH & INVESTMENTS</u>							
INMATE WELFARE FUND	\$0.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.12
INMATE TRUST FUND	\$8,808.37	\$0.68	\$0.00	\$0.00	\$0.00	\$0.00	\$8,809.05
WESTAMERICA BANK-TCDA/SUCCESSOR AGENCY	\$3,734.58	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$3,734.61
WESTAMERICA BANK-TCDA/LOW MOD HOUSING FUND	\$512,515.26	\$11.96	\$0.00	\$0.00	\$0.00	\$0.00	\$512,527.22
98 REV REFUNDING BOND - US BANK	\$369,734.12	\$1,708.43	\$0.00	\$0.00	\$0.00	\$0.00	\$371,442.55
97 C C F LEASE REV BOND - US BANK	\$2,477,797.74	\$156,546.04	(\$4,850.00)	\$0.00	\$0.00	\$0.00	\$2,629,493.78
TOTAL RESTRICTED CASH & INVESTMENTS:	\$3,372,560.19	\$158,267.14	(\$4,850.00)	\$0.00	\$0.00	\$0.00	\$3,526,007.33
GRAND TOTAL CASH & INVESTMENTS	\$12,382,736.66	\$1,585,112.52	(\$1,891,944.32)	\$0.00	\$600,000.00	(\$600,000.00)	\$12,074,673.96

INTEREST EARNED DURING THE CURRENT MONTH ENDED FEBRUARY 28 2013 ARE AS FOLLOWS:

	MONTHLY	QUARTERLY	SEMI-ANNUAL	TOTAL
POOLED CASH & INVESTMENTS - WITH - WA	\$9.64			\$9.64
POOLED CASH & INVESTMENTS - WITH - US BANK	\$230.64		\$0.00	\$230.64
POOLED CASH & INVESTMENTS-WITH-MULTI-BANK SEC	\$331.23			\$331.23
POOLED CASH & INVESTMENTS - WITH - L.A.I.F	\$0.00	\$0.00		\$0.00
POOLED CASH & INVESTMENTS-WITH-MORGAN STANLEY	\$0.00			\$0.00
POOLED CASH & INVESTMENTS-WITH-MORGAN STANLEY	\$543.89			\$543.89
POOLED CASH & INVESTMENTS-WITH-UBS FINANCIAL SEI	\$0.00			\$0.00
POOLED CASH & INVESTMENTS-MUTUAL SECURITIES	\$0.00			\$0.00
RESTRICTED CASH & INVESTMENTS	\$13.17			\$13.17
TOTAL	\$1,128.57	\$0.00	\$0.00	\$1,128.57

QUARTERLY INTEREST EARNING ARE AS FOLLOWS:

	QTR ENDING SEP. 30, 2012	QTR ENDING DEC. 31, 2012	QTR. ENDING MARCH 31, 2013	QTR. ENDING JUNE 30, 2013	FISCAL YEAR TO DATE
POOLED CASH & INVESTMENTS - WITH - WA	\$23.19	\$49.73	\$24.01	\$0.00	\$96.93
POOLED CASH & INVESTMENTS - WITH - RAYMOND JAMEI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POOLED CASH & INVESTMENTS - WITH - US BANK	\$28,391.67	\$2,372.22	\$0.00	\$0.00	\$30,763.89
POOLED CASH & INVESTMENTS-WITH-MULTI BANK SEC	\$844.39	\$275.35	\$467.12	\$0.00	\$1,586.86
POOLED CASH & INVESTMENTS - WITH - L.A.I.F.	\$4,191.79	\$2,991.94	\$0.00	\$0.00	\$7,183.73
POOLED CASH & INVESTMENTS - WITH - UNITED SECURIT	\$680.70	\$675.16	\$461.06	\$0.00	\$1,816.92
POOLED CASH & INVESTMENTS - WITH - MORAN STANLEY	\$0.00	\$0.72	\$0.00	\$0.00	\$0.72
POOLED CASH & INVESTMENTS - WITH - MS	\$1,621.54	\$1,649.24	\$1,122.39	\$0.00	\$4,393.17
POOLED CASH & INVESTMENTS - WITH - UBS	(\$774.27)	\$1,343.73	\$492.60	\$0.00	\$1,062.06
POOLED CASH & INVESTMENTS - WITH - MUTUAL SECURI	\$0.00	\$2,508.85	\$0.00	\$0.00	\$2,508.85
RESTRICTED CASH & INVESTMENTS	\$964.32	\$116.26	\$19.91	\$0.00	\$1,100.49
TOTAL	\$35,943.33	\$11,981.20	\$2,587.09	\$0.00	\$50,511.62

EXHIBIT C

**CITY OF TAFT
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
POOLED DESIGNATED, OPERATING CASH, & INVESTMENTS
AS OF FEBRUARY 28, 2013**

<u>A/C #</u>	<u>POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>
9-100	Passbook / Checking Accounts WESTAMERICA BANK "NOW" Demand Deposits (365)	\$1,411,183.82	\$1,411,183.82
	TOTAL	<u>\$1,411,183.82</u>	<u>\$1,411,183.82</u>
9-101	Local Agency Investment Funds (A) State Pool Demand Deposits(365)	\$3,031,152.14	\$3,031,152.14
	TOTAL	<u>\$3,031,152.14</u>	<u>\$3,031,152.14</u>
9-103	Certificate of Deposit UNITED SECURITY BANK	\$252,886.87	\$252,886.87
	TOTAL	<u>\$252,886.87</u>	<u>\$252,886.87</u>
9-104	Investment-U S Government Securities US Bankcorp Piper Jaffray (\$ 2,000,000.00 Fire Dept Reserves) CD REDEEMED	\$2,000,000.00	\$1,999,856.11
	TOTAL	<u>\$2,000,000.00</u>	<u>\$1,999,856.11</u>
9-113	Certificate of Deposit MULTI-BANK SECURITIES	\$300,467.12	\$302,344.12
	TOTAL	<u>\$300,467.12</u>	<u>\$302,344.12</u>
9-114	Certificate of Deposit MORGAN STANLEY	\$602,184.40	\$605,528.72
	TOTAL	<u>\$602,184.40</u>	<u>\$605,528.72</u>
9-115	BOND SECURITY UBS FINANCIAL SERVICES .INC	\$500,482.88	\$503,355.88
	TOTAL	<u>\$500,482.88</u>	<u>\$503,355.88</u>
9-116	Certificate of Deposit MORGAN STANLEY SMITH BARNEY	\$200,309.40	\$204,753.40
	TOTAL	<u>\$200,309.40</u>	<u>\$204,753.40</u>
9-117	Certificate of Deposit MUTUAL SECURITIES	\$250,000.00	\$258,202.14
	TOTAL	<u>\$250,000.00</u>	<u>\$258,202.14</u>
	TOTAL POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:	<u>\$8,548,666.63</u>	<u>\$8,569,263.20</u>

SUMMARY OF CASH & INVESTMENT BALANCES BY FUNDS

GENERAL FUND	\$975,266.43
SPECIAL REVENUE FUND	\$388,194.25
COMMUNITY CORRECTIONAL FACILITY	(\$897,177.02)
SEWER FUND	\$1,874,010.78
REFUSE FUND	\$1,044,073.23
TRANSIT FUND	(\$1,369,463.35)
FEDERAL WWTP	\$2,944,577.53
TAFT COMMUNITY DEVELOPMENT AGENCY	\$221,678.39
WASTEWATER TREATMENT PLANT	\$3,363,849.09
UNALLOCATED INTEREST INCOME	\$3,657.30

**PRINT FORMAT: P TOTAL POOLED DESIGNATED AND
OPERATING CASH & INVESTMENTS: \$8,548,666.63**

Local Agency Investment Fund
P. O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001
 CITY OF IAFT

www.treasurer.ca.gov/pmia-laif
 March 20, 2013

DIRECTOR OF FINANCE
 209 EAST KERN STREET
 TAFT, CA 93268

PMIA Average Monthly Yields

Account Number:
 98-15-912

Iran Type Definitions

February 2013 Statement

Effective Date	Transaction Date	Iran Type	Iran Confirm Number	Authorized Caller	Amount
2/11/2013	2/11/2013	RW	1388641	TERESA BINKLEY	-300,000 00
2/19/2013	2/19/2013	RW	1389126	TERESA BINKLEY	-300,000 00

Account Summary

Total Deposit:	0 00	Beginning Balance:	3,631,152 14
Total Withdrawal:	-600,000 00	Ending Balance:	3,031,152 14

EXHIBIT E

**CITY OF TAFT
INVESTMENT IN US GOVERNMENT SECURITIES
BALANCES AS OF 2/28/13**

INVESTMENT DESCRIPTION	COST AT PAR	ACCRUED INTEREST	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANNUAL INCOME	INTEREST PAYMENT DATES
FEDERAL FARM CREDIT BANK PURCHASED: 3/1/12 DUE: 3/01/17 FIRST COUPON: 3/1/12/ CALL: 3/1/17	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	1.260%	\$12,600.00	March, 29 September, 29
FEDL HOME LOAN BANK BONDS PURCHASED: 11/8/12/ DUE: 5/08/17 FIRST COUPON: 5/08/14/12/ CALL: 2/8/13	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 991,400.00	0.740%	\$7,400.00	May 8 November 8
CASH BALANCE	\$ -	\$ -	\$ -	\$ -			
INCOME BALANCE	\$ -	\$ -	\$ -	\$ -			
ACCRUED INTEREST BALANCE	\$ -	\$ 8,456.11	\$ 8,456.11	\$ 8,456.11			
TOTAL INVESTMENTS	\$ 2,000,000.00	\$ 8,456.11	\$ 2,008,456.11	\$ 1,999,856.11	1.0000%	\$20,000.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS: \$20,000.00



EXHIBIT F

006615 PJBP201 015856

GUIDES FOR THE JOURNEY®

STATEMENT OF ACCOUNT

Piper Jaffray.

Customer Account Number: 401-00653-KMD Statement Period: February 01, 2013 to February 28, 2013 CURR: U.S. DOLLARS PAGE 1 of 4

Registered Representative:
UME-UKEJE DICTOR
877-337-4737
Piper Jaffray & Co.
800 Nicollet Mall, Suite 800
Minneapolis, MN 55402-7020

RECEIVED

MAR 11 2013

CITY OF TAFT

00006615 01 FP 0.433 01 TR 00019 PJBP201 000000
CITY OF TAFT
ATTN TERESA STATLER
FINANCE DIRECTOR
209 E KERN STREET
TAFT CA 93268



Account Value

Value as of February 28, 2013 \$1,999,856.11

Customer Notice

Reduce your mail! If you have multiple accounts at Piper Jaffray, you can request that your statements are mailed in one envelope. Also, clients whose accounts are carried solely for the purpose of execution on a DVP/RVP basis may opt out of receiving monthly statements. Contact your Registered Representative to discuss suppression and householding options for your account statements.



Customer Account Number: 401-00653-KMD Statement Period: February 01, 2013 to February 28, 2013 CURR: U.S. DOLLARS PAGE 3 of 4

ACCOUNT VALUE SUMMARY

Description	As of 01/31/13	This Period
U.S. Agency Securities	\$2,999,330.00	\$1,991,400.00
Subtotal	\$2,999,330.00	\$1,991,400.00
Accrued Interest Balance	24,067.22	8,456.11
TOTAL	\$3,023,397.22	\$1,999,856.11
NET CHANGE IN ACCOUNT VALUE		(\$1,023,541.11)

DIVIDENDS, INTEREST, AND TAX ACTIVITY SUMMARY

Description	This Statement	Year to Date
Government Agency Interest	\$20,000.00	\$20,000.00
TOTAL INCOME	\$20,000.00	\$20,000.00

ACTIVITY SUMMARY

Description	This Statement
Securities Sold	\$1,000,000.00
Dividends/Interest	20,000.00
AMOUNT CREDITED	\$1,020,000.00
Funds Issued/Other	(1,020,000.00)
AMOUNT DEBITED	(\$1,020,000.00)
NET CASH ACTIVITY	\$0.00

EXHIBIT G

**CITY OF TAFT
MULTI-BANK SECURITIES, INC CERTIFICATE OF DEPOSITS
BALANCES AS OF 2/28/13**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
FIRSTBANK P R SANTURCE PURCHASED: 11/21/12/ DUE: 11/21/16 FIRST COUPON: 12/21/12/ CALL: 12/21/12	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,795.00	1.150%	\$1,150.00	Monthly
FIRSTBANK P R SANTURCE CTF DEP PURCHASED: 6/21/10/ DUE: 11/25/13 FIRST COUPON: 12/24/10/ CALL: 11/25/13	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,431.00	1.590%	\$1,600.00	Monthly
DISCOVER BK GREENWOOD DEL CTF PURCHASED: 5/08/12/ DUE: 5/11/15 FIRST COUPON: 11/09/12/ CALL: 5/11/15	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,651.00	1.050%	\$1,050.00	Semi Annual
MONEY MARKET FUND	\$ -	\$ 467.12	\$ 467.12	\$ 467.12			
UNSETTLED PURCHASES/SALES	\$ -	\$ -	\$ -	\$ -			
TOTAL INVESTMENTS	\$ 300,000.00	\$ 467.12	\$ 300,467.12	\$ 302,344.12	1.895%	\$3,800.00	
TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:							\$3,800.00



MULTI-BANK SECURITIES, INC.[®]
 FINRA, SIPC, MSRB
 1000 Town Center, Suite 2300
 Southfield, MI 48075
 (800) 967-9045

Brokerage
Account Statement

RECEIVED
 MAR 07 2013

Account Number: RMB-017534
 Statement Period: 02/01/2013 - 02/28/2013
Valuation at a Glance

* 00194505 01 AT 0.384 01 TR 00832 X109DD15 000000

CITY OF TAFT
 209 EAST KERN ST
 TAFT CA 93268-3224



Your Account Executive:
 MICHAEL DECEETER
 (800) 967-4507

	This Period
Beginning Account Value	\$301,877.89
Dividends/Interest	331.23
Change in Account Value	135.00
Ending Account Value	\$502,344.12
Estimated Annual Income	\$3,800.00

Asset Allocation

	Last Period	This Period	% Allocation
Cash, Money Funds, and Bank Deposits	135.89	467.12	1%
Fixed Income	301,742.00	301,877.00	99%
Account Total	\$301,877.89	\$502,344.12	100%

Asset Allocation percentages are rounded to the nearest whole percentage.





MULTI-BANK SECURITIES, INC.[®]

FINRA, SIPC, MSRB
1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045

Brokerage Account Statement

Statement Period: 02/01/2013 - 02/28/2013

Portfolio Holdings (continued)

Quantity	Description	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
Fixed Income (continued)						
Certificates of Deposit (continued)						
100,000.000	DISCOVER BK GREENWOOD DEL CTF DEP DTD 05/09/2012 ACT/365 1.050% 05/11/15 B/E DTD 05/09/12 Security Identifier: 254671AR1	100.6510	100,651.00	319.32	1,950.00	1.04%
100,000.000	FIRSTBANK P R SANTURCE CTF DEP ACT/365 1.150% 11/21/16 B/E DTD 11/21/12 1ST CPN DTE 12/21/12 Security Identifier: 33764JP18	100.4310	100,431.00	22.05	1,150.00	1.14%
Total Certificates of Deposit: 300,000.000			\$301,877.00	\$358.90	\$3,800.00	
Total Fixed Income: 300,000.000			\$301,877.00	\$358.90	\$3,800.00	

Portfolio Holdings

Description	Market Value	Accrued Interest	Estimated Annual Income
Total Portfolio Holdings	\$302,344.12	\$358.90	\$3,800.00

Disclosures and Other Information

Pricing

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the statement period. The market prices have been obtained from quotation services, which we believe to be reliable. Securities for which a price is not available are marked "N/A" and are omitted from the Total.

The estimated annual income (EAI) and estimated current yield (ECY) figures are estimates and for informational purposes only. These figures are not considered to be a forecast or guarantee of future results. These figures are computed using information from providers believed to be reliable; however, no assurance can be made as to the accuracy. Since interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political, and business conditions, they should not be relied on for making investment, trading, or tax decisions. These figures assume that the position quantities, interest and dividend rates, and prices remain constant. A capital gain or return of principal may be included in the figures for certain securities, thereby overstating them. Refer to www.pershing.com/business_continuity.html for specific details as to formulas used to calculate the figures. Accrued interest represents interest earned but not yet received.

The Estimated Price as of Date only appears when the price date does not equal the statement date and the price indicated is estimated since it is not reflective of a last trade price on a recognized exchange.

Reinvestment

The dollar amount of Mutual Fund distributions, Money Market Fund dividend income, Bank Deposit interest income, or dividends for other securities shown on your Statement may have been reinvested. You will not receive confirmation of these reinvestments. Upon written request to your financial institution, information pertaining to these transactions, including the time of execution and the name of the person from whom your security was purchased. In dividend reinvestment transactions, Pershing acts as your agent and receives payment for order flow.





MULTI-BANK SECURITIES, INC.
FINRA, SIPC, MSRB
1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045

Brokerage

Account Statement

Statement Period: 02/01/2013 - 02/28/2013

Transactions by Type of Activity

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	CCY
02/04/13	DIVIDENDS AND INTEREST BOND INTEREST RECEIVED 33764JPB	100000 FIRSTBANK P R SANTURCE CTF DEP ACT/365 1.150% 11/21/16 B/E DTD 11/21/12 RD 01/06 PD 01/21/13				97.67	USD
02/21/13	BOND INTEREST RECEIVED 33764JPB	100000 FIRSTBANK P R SANTURCE CTF DEP ACT/365 1.150% 11/21/16 B/E DTD 11/21/12 RD 02/06 PD 02/21/13				97.67	USD
02/25/13	BOND INTEREST RECEIVED 337624H52	100000 FIRSTBANK P R SANTURCE CTF DEP ACT/365 1.600% 11/25/13 B/E DTD 11/24/10 RD 02/09 PD 02/24/13				135.89	USD
Total Dividends and Interest						\$0.00	USD
Total Value of Transactions						\$0.00	USD

The price and quantity displayed may have been rounded.

Messages

Although a money market mutual fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money market mutual fund. Please see the money market mutual fund's prospectus or contact your investment professional for additional information.

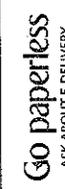
Important Arbitration Disclosures and Important Arbitration Agreement

Important Arbitration Disclosures

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding, a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Important Arbitration Agreement

Any controversy between you and Pershing LLC shall be submitted to arbitration before the Financial Industry Regulatory Authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, who is a member of a putative class who has not opted out of the class with respect to any



**CITY OF TAFT
MORGAN STANLEY INVESTMENT IN CERTIFICATE OF DEPOSIT
BALANCES AS OF 2/28/13**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
CIT BANK SALT LAKE CITY CD PURCHASED: 8/11/11/DUE: 2/17/15 FIRST COUPON: 2/17/12/ CALL: 2/17/15	\$ 34,000.00	\$ -	\$ 34,000.00	\$ 34,000.00	1.250%	\$425.00	FEB 17 AUG 17
BANCO BILBAO VIZCAYA ARGENTARIA, PUERTO RICO CD PURCHASED: 2/14/12/DUE: 8/14/12 FIRST COUPON: 8/14/12/ CALL: 8/14/14	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 241,771.20	0.850%	\$2,040.00	FEB '14 AUG '14
LAKE CITY BANK WARSAW IN-FID PURCHASED: 7/27/10 /DUE: 7/26/13 FIRST COUPON: 8/27/10/ CALL: 1/27/11	\$ 53,000.00	\$ -	\$ 53,000.00	\$ 53,116.07	1.750%	\$927.50	AUG 27 SEP 27
DISCOVER BK GREENWOOD DE CD PURCHASED: 4/27/11/ DUE: 4/29/13 FIRST COUPON: 10/27/11/ CALL: 4/29/13	\$ 63,000.00	\$ -	\$ 63,000.00	\$ 63,050.40	0.900%	\$567.00	APR 27 OCT 27
GE CAP RET BK DRAPER UT CD PURCHASED: 7/6/12/ DUE: 1/6/15 FIRST COUPON: 1/6/13/ CALL: 1/6/15	\$ 56,000.00	\$ -	\$ 56,000.00	\$ 56,285.04	1.100%	\$6,500.00	JAN 6 JUL 6
GOLDMAN SACHS CD NEW YORK CD PURCHASED: 11/9/12/ DUE: 11/14/16 FIRST COUPON: 1/9/13/ CALL: 11/14/16	\$ 53,000.00	\$ -	\$ 53,000.00	\$ 53,125.61	1.350%	\$715.50	MAY 14 NOV 14
WORLD FINANCIAL NETWORK BANK WILMINGT. PURCHASED: 9/21/11/ DUE: 9/22/14 FIRST COUPON: 10/21/11/ CALL: 9/22/14	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,996.00	1.500%	\$1,500.00	OCT 2 NOV 2
MORGAN STANLEY BANK ACCRUED INTEREST	\$ 2,480.94	\$ -	\$ 2,480.94	\$ 2,480.94	0.010%		
	\$ -	\$ -	\$ 703.46	\$ 703.46			
TOTAL INVESTMENTS	\$ 601,480.94	\$ -	\$ 602,184.40	\$ 605,528.72	1.244%	\$12,675.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:

\$12,675.00

EXHIBIT I

#BWNJGWM

CITY OF TAFT
C/O BILL LE BARRON &
TERESA BINKLEY
209 E. KERN STREET
TAFT CA 93268-3224

TOTAL VALUE LAST PERIOD (as of 1/31/13) \$604,752.68
NET CREDITS/DEBITS —
CHANGE IN VALUE 776.04
TOTAL VALUE OF YOUR ACCOUNT (as of 2/28/13) **\$605,528.72**
(Total Values include accrued interest)

Your Branch

5601 TRUXTUN AVE., STE 150
BAKERSFIELD, CA 93309
Telephone: 661-322-3971
Alt. Phone: 800-366-4397
Fax: 661-328-7692

Client Service Center

800-869-3326
24 Hours a Day, 7 Days a Week

Access your accounts online

www.morganstanley.com/online

EXHIBIT J

Your Financial Advisor

Rupert Gregorio
Rupert.Gregorio@morganstanley.com
661 328-7656



CLIENT STATEMENT | For the Period February 1-28, 2013

Active Assets Account
117-066979-235
CITY OF TAFT
C/O BILL LE BARRON &

Account Summary

BALANCE SHEET

	Last Period (as of 1/31/13)	This Period (as of 2/28/13)
TOTAL VALUE (incl. accr. int.)	\$604,752.68	\$605,528.72
ASSETS	\$604,752.68	\$605,528.72
Cash, Deposits, Money Market Funds	1,032.13	2,480.94
Certificates of Deposit ^	603,720.55	603,047.78

LIABILITIES (Outstanding Balance)

There are no liabilities for this account.

^ Includes Estimated Accrued Interest

CASH FLOW

	This Period (2/1/13-2/28/13)	This Year (1/1/13-2/28/13)
OPENING CASH, DEPOSITS, MMFs	\$1,032.13	\$515.42
INVESTMENT RELATED ACTIVITY	\$1,448.81	\$1,965.52
Income	1,448.81	1,965.52

CASH RELATED ACTIVITY

CARD/CHECK ACTIVITY

Debit Card
ATM/Cash Advances
Checks Written
Automated Payments

CLOSING CASH, DEPOSITS, MMFs

\$2,480.94

INCOME SUMMARY

	This Period (2/1/13-2/28/13)	This Year (1/1/13-2/28/13)
TOTAL INCOME	\$1,448.81	\$1,965.52
TAXABLE INCOME	1,448.81	1,965.52
Qualified Dividends	—	—
Other Dividends	—	—
Long Term Capital Gains	—	—
Interest	1,448.81	1,965.52
Other Income	—	—

TAX-EXEMPT INCOME

Dividends	—	—
Interest	—	—
Other Income	—	—

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

GAIN/(LOSS) SUMMARY

	Realized This Period (2/1/13-2/28/13)	Realized This Year (1/1/13-2/28/13)	Unrealized Inception to Date (as of 2/28/13)
Short-Term Gain	—	—	410.65
Long-Term Gain	—	—	2,933.67
TOTAL	—	—	\$3,344.32

Gain/(Loss) Summary information is provided for informational purposes only and should not be used for tax preparation. This information may change due to basis adjustments. Refer to the Gain/(Loss) Information in the Expanded Disclosures for additional information.

PERSONAL ACCOUNTS	RETIREMENT ACCOUNTS	EDUCATION ACCOUNTS	TRUST ACCOUNTS	BUSINESS ACCOUNTS



CLIENT STATEMENT | For the Period February 1-28, 2013

Active Assets Account
117-066979-235
CITY OF TAFT
C/O BILL LE BARRON &

Account Detail

CERTIFICATES OF DEPOSIT

Security Description	Trade Date	Face Value	Orig. Unit Cost Adj. Unit Cost	Orig. Total Cost Adj. Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
DISCOVER BANK GREENWOOD DE CD CUSIP 254670C26	4/19/11	63,000.000	\$100.000 \$100.000	\$63,000.00 \$63,000.00	\$63,050.40	\$50.40 LT	\$567.00 \$193.15	0.89
<i>Unit Price: \$100.080; Coupon Rate 0.900%; Matures 04/29/2013; Int. Semi-Annually Apr/Oct 27; Issued 04/27/11; Maturity Value = \$63,000.00</i>								
LAKE CITY BANK WARSAW IN - FID CUSIP 508176C06	7/14/10	53,000.000	100.000 100.000	53,000.00 53,000.00	53,116.07	116.07 LT	927.50 2.75	1.74
<i>Unit Price: \$100.219; Coupon Rate 1.750%; Matures 07/26/2013; Interest Paid Monthly Sep 27; Callable \$100.00 on 04/27/13; Yield to Maturity 1.216%; Issued 07/27/10; Maturity Value = \$53,000.00</i>								
BANCO BILBAO VIZCAYA ARGENTARIA PUERTO RICO SAN JUAN PR CD CUSIP 059457JF6	2/2/12	240,000.000	100.000 100.000	240,000.00 240,000.00	241,771.20	1,771.20 LT	2,040.00 78.89	0.84
<i>Unit Price: \$100.738; Coupon Rate 0.850%; Matures 08/14/2014; Int. Semi-Annually Feb/Aug 14; Issued 02/14/12; Maturity Value = \$240,000.00</i>								
WORLD FINANCIAL NETWORK BANK (JUMBO) WILMINGTON DE CD CUSIP 981999U52	9/13/11	100,000.000	100.000 100.000	100,000.00 100,000.00	100,996.00	996.00 LT	1,500.00 116.07	1.48
<i>Unit Price: \$100.996; Coupon Rate 1.500%; Matures 09/22/2014; Interest Paid Monthly Oct 02; Yield to Maturity .858%; Issued 09/21/11; Maturity Value = \$100,000.00</i>								
GE CAP RET BK DRAPER UT CD CUSIP 36157QGQ4	7/2/12	56,000.000	100.000 100.000	56,000.00 56,000.00	56,285.04	285.04 ST	616.00 90.18	1.09
<i>Unit Price: \$100.509; Coupon Rate 1.100%; Matures 01/06/2015; Int. Semi-Annually Jan/Jul 06; Yield to Maturity .823%; Issued 07/06/12; Maturity Value = \$56,000.00</i>								
CIT BANK SALT LAKE CITY CD CUSIP 17284AWC8	8/11/11	34,000.000	100.000 100.000	34,000.00 34,000.00	34,000.00	0.00 LT	425.00 12.91	1.25
<i>Unit Price: \$100.000; Coupon Rate 1.250%; Matures 02/17/2015; Int. Semi-Annually Feb/Aug 17; Yield to Maturity 1.250%; Issued 08/17/11; Maturity Value = \$34,000.00</i>								
GOLDMAN SACHS CD NEW YORK NY CD CUSIP 38143AU37	11/9/12	53,000.000	100.000 100.000	53,000.00 53,000.00	53,125.61	125.61 ST	715.50 209.51	1.34
<i>Unit Price: \$100.237; Coupon Rate 1.350%; Matures 11/14/2016; Int. Semi-Annually May/Nov 14; Yield to Maturity 1.284%; Issued 11/14/12; Maturity Value = \$53,000.00</i>								

CERTIFICATES OF DEPOSIT

TOTAL CERTIFICATES OF DEPOSIT
(incl.accr.int.)

Face Value Percentage of Assets	Orig. Total Cost Adj. Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
599,000.000	\$599,000.00 \$599,000.00	\$602,344.32	\$2,933.67 LT \$410.65 ST	\$6,791.00 \$703.46	1.13%
99.6%		\$603,047.78			



Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). For expanded Disclosures, refer to the Disclosures section in your last quarter-end statement (or your first statement if you have not yet received a statement at quarter end). You can also access a copy of the expanded Disclosures by logging into www.morganstanley.com/online and selecting Account Documents or by calling 800-869-3326.

Questions?

Questions regarding your account may be directed to your Financial Advisor or the Branch Manager for the branch office where you maintain your account. If you require further assistance, call Client Service at (800) 869-3326 or for account-related concerns call our Client Advocate at (866) 227-2256.

Errors and Inquiries

It is your responsibility to review your statement promptly and to seek immediate clarification about entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Except as provided in your account documentation, your statement will be deemed correct unless we receive your written inquiry of a suspected error within 10 calendar days from the day you received your statement. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered.

Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC (17 CFR §240.15c3-2 & -3), we may use funds arising out of free credit balances carried for customer accounts, provided that these funds are payable to customers on demand. A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

Margin Privileges (not available for certain accounts such as IRAs or retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the

value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) Multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) Divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For current margin loan interest rates, go to <https://www.morganstanleyclientserv.com/Secure/AccountServicing/MI/Rates.aspx>

Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.6 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

Structured Products

Structured Products are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Products may not perform in a manner consistent with the statement product category where they appear and therefore may not satisfy portfolio asset allocation needs for that category.

Important Information About Auction Rate Securities

Due to market conditions, certain Auction Rate Securities are experiencing no or limited liquidity. Therefore, the price(s) for any Auction Rate Securities shown on this statement may not reflect the price(s) you would receive upon a sale at auction or in a secondary market transaction, and are not an indication of any offer to purchase at such price.

Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique security mark--a blue rectangle printed in heat-sensitive ink on the back side of every page. When exposed to warmth, the blue rectangle will disappear, and then reappear.

SIPC Protection

Morgan Stanley Smith Barney LLC is a member of SIPC, which protects securities of its customers up to \$500,000 (including \$250,000 for

claims for cash). An explanatory brochure is available upon request or at www.sipc.org. Losses due to market fluctuation are not protected by SIPC and assets not held at Morgan Stanley Smith Barney LLC may not be covered by SIPC protection. To obtain information about SIPC, including the SIPC Brochure, contact SIPC at 1-202-371-8300 or visit www.sipc.org.

Transaction Dates and Transaction Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

Equity Research Ratings Definitions and Consulting Group Investment Advisory Statutes

Some equity securities may have research ratings from Morgan Stanley & Co. LLC, Citi Research, or Standard & Poor's. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research providers' rating systems, see the expanded disclosures on your quarter-end statement, go to www.ClientServ.com or refer to the research provider's research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, CG IAR statutes apply.

Credit Ratings from Moody's Investors Service and Standard & Poor's

The credit rating from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Your Financial Advisor will be pleased to provide you with further information or assistance in interpreting these credit ratings.

Revised 2/2013

**CITY OF TAFT
UBS FINANCIAL SERVICES INC.
BALANCES AS OF 2/28/13**

EXHIBIT K

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
FIRSTBANK OF PUERT PR PURCHASED: 8/1/12 DUE: 8/01/13 FIRST COUPON: 9/1/12/ CALL: 8/01/13	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,052.00	0.550%	\$550.00	MONTHLY
GE CAPITAL FIN UT US PURCHASED: 7/27/12/ DUE: 7/27/16 FIRST COUPON: 7/27/12/ CALL: 7/27/16	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,384.00	1.000%	\$1,000.00	MONTHLY
AMERICAN EXP CENT UT US PURCHASED: 8/07/12/ DUE: 8/03/15 FIRST COUPON: 9/07/12/ CALL: 8/03/15	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,531.00	1.110%	\$1,100.00	MONTHLY
GE CAPITAL FIN UT US PURCHASED: 7/27/12/ DUE: 7/27/16 FIRST COUPON: 7/27/12/ CALL: 7/27/16	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,558.00	1.350%	\$1,350.00	MONTHLY
GE CAP RETAIL BNK UT US PURCHASED: 7/27/12/ DUE: 7/27/17 FIRST COUPON: 7/27/12/ CALL: 7/27/17	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 101,348.00	1.800%	\$1,800.00	MONTHLY
CASH AND MONEY BALANCE	\$ -	\$ -	\$ -	\$ -			
ACCRUED INTEREST	\$ -	\$ -	\$ 482.88	\$ 482.88			
UNREALIZED GAINS AND LOSSES	\$ -	\$ -	\$ -	\$ -			
TOTAL INVESTMENTS	\$ 500,000.00	\$ -	\$ 500,482.88	\$ 503,355.88	1.937%	\$5,800.00	
TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:							\$5,800.00



UBS Financial Services Inc.
10001 Woodloch Forest Dr
Suite 100
The Woodlands TX 77380-1924

APZ3001613719 0213 EM 0

RECEIVED

MAR 08 2013

CITY OF TAFT

Account name: CITY OF TAFT
ATTN MS TERESA BINKLEY
Account number: EM 16414 70

Your Financial Advisor:
EBERT, RICHARD
Phone: 281-362-6360/866-215-5651

Questions about your statement?
Call your Financial Advisor or the
ResourceLine at 800-762-1000,
account 735016414.

Visit our website:
www.ubs.com/financialservices

Items for your attention

► If you use UBS Online Services, consider changing your User Name and Password regularly to protect your personal data. Not enrolled? Go to ubs.com/onlineservices.

Business Services Account
February 2013

00010304 02 AT 0.384 02 TR 00053 B301B042 000000 edg
CITY OF TAFT
ATTN MS TERESA BINKLEY
209 EAST KERN ST
TAFT CA 93268-3224

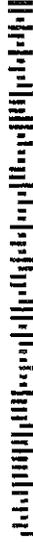


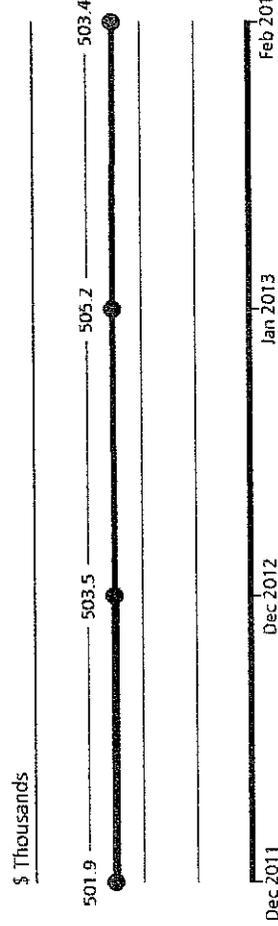
EXHIBIT L

As a service to you, your portfolio value of \$503,355.88 includes accrued interest.

Value of your account

Your assets	505,192.24	on January 31 (\$)	503,355.88	on February 28 (\$)
Your liabilities	0.00		0.00	
Value of your account	\$505,192.24		\$503,355.88	
Accrued interest in value above	\$639.18		\$482.88	

Tracking the value of your account



Sources of your account growth during 2013

Value of your account at year end 2012	\$503,466.64
Net deposits and withdrawals	-\$2,779.29
Your investment return:	
Dividend and interest income	\$2,740.00
Change in value of accrued interest	-\$1,802.47
Change in market value	\$1,731.00
Value of your account on Feb 28, 2013	\$503,355.88



Business Services Account
February 2013

Account name:
Account number:

CITY OF TAFT
EM: 16414.70

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

Change in the value of your account

	February 2013 (\$)	Year to date (\$)
Opening account value	\$505,192.24	\$503,466.64
Withdrawals and fees, including investments transferred out	-2,779.29	-2,779.29
Dividend and interest income	601.23	2,740.00
Change in value of accrued interest	-156.30	-1,802.47
Change in market value	498.00	1,731.00
Closing account value	\$503,355.88	\$503,355.88

Dividend and interest income earned

For purposes of this statement, taxability of interest and dividend income has been determined from a US tax reporting perspective. Based upon the residence of the account holder, account type, or product type, some interest and/or dividend payments may not be subject to United States (US) and/or Puerto Rico (PR) income taxes. The client monthly statement is not intended to be used and cannot be relied upon for tax purposes. Clients should refer to the applicable tax reporting forms they receive from UBS annually, such as the Forms 1099 and the Forms 480, for tax reporting information. It is the practice of UBS to file the applicable tax reporting forms with the US Internal Revenue Service and PR Treasury Department, and in such forms accurately classify dividends and/or interest as tax exempt or taxable income. Please consult your individual tax preparer.

	February 2013 (\$)	Year to date (\$)
Taxable interest	601.23	2,740.00
Total current year	\$601.23	\$2,740.00
Total dividend & interest	\$601.23	\$2,740.00

Summary of gains and losses

Values reported below exclude products for which gains and losses are not classified.

	Realized gains and losses		Unrealized gains and losses (\$)
	February 2013 (\$)	Year to date (\$)	
Short term	0.00	0.00	2,873.00

Cash activity summary

See the section *Account activity this month* for details. UBS Bank, USA deposit account balances are included in the *opening and closing balances* value, are insured by the FDIC within applicable limits, but are not protected by SIPC. See *important information about your statement* at the end of this document for details about those balances.

	February 2013 (\$)	Year to date (\$)
Opening balances	\$2,178.06	\$39.29
<i>Additions</i>		
Dividend and interest income	601.23	2,740.00
Total additions	\$601.23	\$2,740.00
<i>Subtractions</i>		
Other funds debited	-2,779.29	-2,779.29
Total subtractions	-\$2,779.29	-\$2,779.29
Net cash flow	-\$2,178.06	-\$39.29
Closing balances	\$0.00	\$0.00





Business Services Account
February 2013

Account name: CITY OF TAFT
Account number: EM 16414 70

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

Your assets

Some prices, income and current values shown may be approximate. As a result, gains and losses may not be accurately reflected. See *Important information about your statement* at the end of this document for more information.

Cash

Cash and money balances

Holding	Opening balance on Feb 1 (\$)	Closing balance on Feb 28 (\$)	Price per share on Feb 28 (\$)	Average rate	Dividend/interest period	Days in period
UBS BANK USA DEP ACCT	2,178.06	0.00				

Fixed income

Certificates of deposit

Cost basis has been adjusted for accreted original issue discount (OID) on long-term (more than 1 year) CDs.

Holding	Trade date	Total face value at maturity (\$)	Purchase price (\$)	Cost basis (\$)	Price on Feb 28 (\$)	Value on Feb 28 (\$)	Unrealized gain or loss (\$)	Holding period
FIRSTBANK OF PUERT PR RATE 00.5500% MAT 08/01/2013 FIXED RATE CD ACCRUED INTEREST \$40.68 CUSIP 33764JHN8 EAI: \$275 Current yield: 0.55%	Jul 23, 12	100,000.000	100.000	100,000.00	100.052	100,052.00	52.00	5T
GE CAPITAL FIN UT US RATE 01.0000% MAT 07/28/2014 FIXED RATE CD ACCRUED INTEREST \$87.67 CUSIP 36160WT41 EAI: \$1,000 Current yield: 1.00%	Jul 23, 12	100,000.000	100.000	100,000.00	100.384	100,384.00	384.00	5T
AMERICAN EXP CENT UT US RATE 01.1000% MAT 08/03/2015 FIXED RATE CD ACCRUED INTEREST \$78.36 CUSIP 02587DKQ0 EAI: \$1,100 Current yield: 1.09%	Jul 23, 12	100,000.000	100.000	100,000.00	100.531	100,531.00	531.00	5T

continued next page





Business Services Account
February 2013

Account name:
Account number:

CITY OF TAFT
EM 16414 70

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

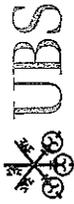
Account activity this month (continued)

Date	Activity	Description	Your expense code	Quantity/ Face value	Price/Value (\$)	Cash amount (\$)	Cash and money balance (\$)
Feb 4	Interest	AMERICAN EXP CENT UT US RT 01.1000% MAT 08/03/15 FIXED RATE CD PAID ON 100000 CUSIP: 02587DKQ0				554.52	2,779.29
Feb 5	Withdrawal	CHECK # 0001700232 TO CITY OF TAFT				-2,779.29	
Feb 28	Closing cash and money balance						\$0.00

Date	Activity	Description	Amount (\$)
Jan 31	Balance forward		\$2,178.06
Feb 4	Deposit	UBS BANK USA DEPOSIT ACCOUNT	46.71
Feb 5	Deposit	UBS BANK USA DEPOSIT ACCOUNT	554.52
Feb 6	Withdrawal	UBS BANK USA DEPOSIT ACCOUNT AS OF 02/05/13	-2,779.29
Feb 28	Closing UBS Bank USA Deposit Account		\$0.00

The UBS Bank USA Deposit Account is your primary sweep option.





UBS Financial Services Inc. (the Firm or UBS Financial Services), is a member of all principal security, commodity and options exchanges. UBS Financial Services Inc. is an indirect subsidiary of UBS AG and an affiliate of UBS Securities, LLC. The Firm's financial statement is available upon request. The Firm's executive offices are at:

UBS Financial Services Inc.
1200 Harbor Boulevard
Weehawken, NJ 07086

The purpose of this statement

This statement represents the only official record of your UBS Financial Services account. Other records, except official tax documents, containing conflicting data should not be relied upon. If you believe there is an error or omission, please report it immediately in writing to the Branch Manager of the office servicing your account.

Communications with the Firm

- Please re-confirm any oral communications in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).
- If the financial institution on the top left of the front of this statement is not UBS Financial Services, UBS Financial Services carries your account as clearing broker by arrangement with the indicated institution. We informed you of this relationship when you opened this account. In this case, your funds and securities are located at UBS Financial Services and not the introducing broker, and you must make a report of any error or omission to both firms.

All account statements shall be deemed complete and accurate if not objected to in writing within 60 days.

- Please direct customer complaints or inquiries to the Firm's Client Relations Department at 201-352-1699 or toll-free at 800-354-9103, 8:00 A.M. to 6:00 P.M. ET Monday through Friday, or in writing to UBS Financial Services Inc., Client Relations Department, P.O. Box 766 Union City, NJ 07087.
- In case of errors or questions about an electronic funds transfer (EFT), bill payment or UBS Visa® debit card transactions, call 800-762-1000, or write to UBS Financial Services Inc., 1000 Harbor Blvd., 6th floor, Weehawken, NJ 07086, Attn: BNA/BSA Services.

- Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. The Firm or Card Issuer (as applicable) must hear from you no later than 60 days after the Firm sent you the first statement on which the error or problem appeared.
 - Provide your name and account number (if any).
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Provide the dollar amount of the suspected error.

The Firm or Card Issuer will investigate your complaint and will correct any error promptly, if it takes more than 10 business days to do this, the Firm will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation.

- Please make all checks payable to the Firm or the financial institution indicated on the front of this statement. In addition to regular account fees, accounts may be subject

Important information about your statement

holder on the books and records of the applicable issuer or transfer agent);

- Certain investment contracts or investment interests (e.g., limited partnerships and private placements) that are not registered under the Securities Act of 1933; and
- Commodities contracts (e.g., foreign exchange and precious metal contracts), including futures contracts and commodity option contracts.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statements. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

More information is available upon request. You may obtain more information about SIPC, including the SIPC Brochure, by contacting SIPC at 202-371-8300 or by visiting the SIPC website at www.sipc.org.

UBS Financial Services is not a bank. Unless otherwise disclosed, securities and other investments held through UBS Financial Services ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.

International Deposit Account (IDA)

IDA is an interest-bearing account maintained by UBS AG at its Cayman Island Branch where the uninvested cash in the client's International Resource Management Account is automatically "swept" or invested on a daily basis. The swept cash is temporarily exposed to the sovereign risk of the Cayman Islands, and there is no guarantee or other obligation of UBS Financial Services or any other branch of UBS AG to repay the balance while it is on the Cayman Island Branch's books. These automatic deposits made into the IDA are not insured by FDIC or protected by SIPC.

Dividend Reinvestment Program (DRIP)

The price reflected is an average price. You may obtain the actual price from your Financial Advisor. Only whole shares are purchased under DRIP; partial shares will be sold and the cash will be deposited in your account. There may be a small difference, positive or negative, between the dividend reinvestment price supplied by the issuer and the market price at which the partial shares are sold.

Cash-in-lieu

Only whole units may be held in your account. If you are entitled to a partial unit as a result of a dividend payment or otherwise, the Firm will either sell whole units at market price or accept an amount determined by a registered clearing agency, and credit your account in cash.

Investment objectives

The investment objectives you select reflect the overall goals you have for this account and apply to the whole account, not to specific investments within the account. Please advise the Firm promptly in writing of any significant change in your financial situation or investment objectives. For each account held, you choose one return objective and primary and, if applicable, secondary risk profile. The following two sections list the alternatives.

Return objectives

- Current income: Investments seeking the generation of income only.

to maintenance fees, charges for late payment for securities purchases and charges for unpaid amounts in cash accounts. Accounts that are transferred to other institutions may be subject to a transfer fee.

UBS Bank deposits

Cash on deposit at UBS Bank USA (the Bank) through the UBS Deposit Account Sweep Program (the Program) is deposited by the Firm at the Bank as your agent. The Firm maintains control over the deposit accounts established on your behalf with the Bank.

- The Federal Deposit Insurance Corporation (FDIC) protects the cash on deposit at the Bank up to \$250,000 per depositor in accordance with FDIC rules.
- FDIC insurance coverage changes will apply to funds sweeping into the Bank under the Program offered through the Resource Management Account® (RMA®), Business Services Account BSA® and basic investment accounts.
- Further information regarding current yields on the Bank deposits, rates payable on money market mutual funds, and important disclosures regarding the Program and alternatives, are available at www.ubs.com/sweep/yields, from your Financial Advisor or by calling 800-762-1000.
- More information regarding FDIC insurance is available upon request, or by visiting the FDIC website at www.fdic.gov. Deposits at the Bank are not guaranteed by the Firm or any affiliate of the Firm, and are **not protected** by SIPC (see "UBS Financial Services account protection" below).

UBS Financial Services account protection

The Firm is a member of the Securities Investor Protection Corporation (SIPC). SIPC provides protection for your accounts at the Firm for up to \$500,000 per customer, including a maximum of \$250,000 for claims of cash in the unlikely event that the Firm fails financially. The SIPC asset protection limits apply to all accounts that you hold in a particular capacity.

Example: If you have two accounts at the Firm where you are the sole account holder and a third account where you are a joint account holder, the two sole owner accounts are protected under SIPC up to a combined \$500,000 (not \$500,000 each), and the joint account is protected under SIPC separately for \$500,000.

- The Firm, together with certain affiliates, has also purchased supplemental protection. The maximum amount payable to all eligible clients, collectively under this protection is \$500 million as of December 10, 2010.
- Subject to the policy conditions and limitations, cash at the Firm is further protected for up to \$1.9 million in the aggregate for all your accounts held in a particular capacity at UBS Financial Services. A full copy of the policy wording is available upon request.

The SIPC protection and the supplemental protection both do not apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services (e.g., certain (i) cash at UBS Bank USA (see "UBS Bank deposits", above), (ii) insurance products, including variable annuities, and (iii) shares of mutual funds where such shares are registered directly in the name of the account

- Capital Appreciation: Investments seeking growth of principal rather than the generation of income.
- Combination of Income and Capital Appreciation: Investments seeking both the generation of income and growth of principal.

Risk profiles

- Conservative: Seeks to maintain initial principal, with low risk and volatility to the account overall, even if that means the account does not generate significant income or returns and may not keep pace with inflation.
- Moderate: Willing to accept some risk to principal and tolerate some volatility to seek higher returns.
- Aggressive: Willing to accept high risk to principal and high volatility to seek high returns over time.

Statement "householding"

As a convenience to you, we may consolidate all related account statements with the same address in the same envelope. Accounts may be related for this purpose because they have owners who also maintain joint account relationships with other clients at the same address. This practice is known as "householding." If you do not wish to have all of your statements bundled together — that is, you prefer to receive individual statements mailed in separate envelopes — you may decline householding by calling your Financial Advisor.

Friendly account name

The Friendly account name reflects information that you entered on the Firm's online services website. It is a customizable "nickname" chosen by you to assist you with your recordkeeping processes. It has no legal effect on your account. If you would like to change any of your Friendly account names, please contact your Financial Advisor or access your account information online.

Account overview

- Value of your account/portfolio: Net of assets and liabilities.
- Assets: Includes uninvested cash, money balances, values for restricted security text, and Global Time Deposits.
- Unrealized marks to market, and certain assets not held by the Firm. Does not include unpriced securities/assets at the end of the prior and current statement periods, or private investments, unvested stock options and exercisable stock options.
- Liabilities: Includes debit balances, outstanding margin loans, credit line, short account balances.
- Cash/money balances: Total of uninvested cash credit balance plus money fund money market fund sweep option and UBS Bank deposit balances at the close of the statement period. Non-commodity free credit balances in your account are not segregated from other cash balances and the Firm may use any of these funds in the ordinary course of its business. These funds are payable upon your demand. This total is included in the current period closing value.

Lending information

For detailed information on the Firm's truth in lending practices, refer to the "UBS Statement of Credit Practices" available in Agreements and Disclosures at www.ubs.com/creditpractices. The Firm reserves the right to limit margin purchases and short sales and to alter its margin requirements and due dates for house or other margin calls in accordance with the Firm's guidelines, market conditions and regulatory margin requirements. If you have a margin account with us, as permitted by law, we may use certain securities in your account for settling short sales and



EXHIBIT M

**CITY OF TAFT
MORGAN STANLEY SMITHBARNEY INVESTMENT IN CERTIFICATE OF DEPOSIT
BALANCES AS OF 2/28/13**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
WORLD FINANCIAL NETWORK BANK (JUMBO) WILMINGTON DE CD PURCHASED: 8/30/11/ DUE: 9/7/16 FIRST COUPON: 9/30/11/ CALL: 9/17/16	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 204,444.00	2.000%	\$4,000.00	Monthly
MORGAN STANLEY BANK	\$ -	\$ -	\$ -	\$ -			
ACCRUED INTEREST	\$ -	\$ -	\$ 309.40	\$ 309.40			
TOTAL INVESTMENTS	\$ 200,000.00	\$ -	\$ 200,309.40	\$ 204,753.40	2.000%	\$4,000.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:

\$4,000.00



#BWNJGWM

CITY OF TAFT
C/O TERESA BINKLEY
209 EAST KERN STREET
TAFT CA 93268-3224

TOTAL VALUE LAST PERIOD (as of 1/31/13)

\$204,881.70

NET CREDITS/DEBITS

(339.73)

CHANGE IN VALUE

211.43

TOTAL VALUE OF YOUR ACCOUNT (as of 2/28/13)

\$204,753.40

(Total Values include accrued interest)

EXHIBIT N

Your Branch

1200 MT KEMBLE AVENUE
MORRISTOWN, NJ 07962-1903
Telephone: 973-539-6700
Alt. Phone: 800-755-4253
Fax: 973-425-2366

Your Financial Advisor

Stephen Bernstein
First Vice President
Stephen.Bernstein@morganstanley.com
973 425-2305

Client Service Center

800-869-3326
24 Hours a Day, 7 Days a Week

Access your accounts online

www.morganstanley.com/online



CLIENT STATEMENT | For the Period February 1-28, 2013

Active Assets Account
615-115505-245
CITY OF TAFT
C/O TERESA BINKLEY

Account Summary

BALANCE SHEET

	Last Period (as of 1/31/13)	This Period (as of 2/28/13)
TOTAL VALUE (incl. accr. int.)	\$204,881.70	\$204,753.40
ASSETS	\$204,881.70	\$204,753.40
Certificates of Deposit ^	204,881.70	204,753.40

LIABILITIES (Outstanding Balance)

There are no liabilities for this account.

^ Includes Estimated Accrued Interest

CASH FLOW

	This Period (2/1/13-2/28/13)	This Year (1/1/13-2/28/13)
OPENING CASH, DEPOSITS, MMFs	—	—
INVESTMENT RELATED ACTIVITY	\$339.73	\$679.46
Income	339.73	679.46
CASH RELATED ACTIVITY	\$(339.73)	\$(679.46)
Electronic Transfers-Debits	(339.73)	(679.46)
CARD/CHECK ACTIVITY	—	—
Debit Card	—	—
ATM/Cash Advances	—	—
Checks Written	—	—
Automated Payments	—	—
CLOSING CASH, DEPOSITS, MMFs	—	—

INCOME SUMMARY

	This Period (2/1/13-2/28/13)	This Year (1/1/13-2/28/13)
TOTAL INCOME	\$339.73	\$679.46
TAXABLE INCOME	339.73	679.46
Qualified Dividends	—	—
Other Dividends	—	—
Long Term Capital Gains	—	—
Interest	339.73	679.46
Other Income	—	—

TAX-EXEMPT INCOME

Dividends	—	—
Interest	—	—
Other Income	—	—

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

GAIN/(LOSS) SUMMARY

	Realized This Period (2/1/13-2/28/13)	Realized This Year (1/1/13-2/28/13)	Unrealized Inception to Date (as of 2/28/13)
TOTAL	—	—	\$4,444.00

Gain/(Loss) Summary information is provided for informational purposes only and should not be used for tax preparation. This information may change due to basis adjustments. Refer to the Gain/(Loss) Information in the Expanded Disclosures for additional information.

PERSONAL ACCOUNTS	RETIREMENT ACCOUNTS	EDUCATION ACCOUNTS	TRUST ACCOUNTS	BUSINESS ACCOUNTS



Account Detail

Active Assets Account
615-115505-245
CITY OF TAFT
C/O TERESA BINKLEY

Percentage of Assets %	100.0%	Total Cost	\$200,000.00	Market Value	\$204,444.00	Unrealized Gain/(Loss)	\$4,444.00 LT	Estimated Annual Income	\$4,000.00	Yield %	1.95%
TOTAL MARKET VALUE								Accrued Interest	\$309.40		

TOTAL VALUE (includes accrued interest)

\$204,753.40

Unrealized Gain/(Loss) totals only reflect positions that have cost basis and/or market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' are not included.

ACTIVITY

CASH FLOW ACTIVITY BY DATE

Transaction Settlement Date	Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
2/2	2/2	Interest Income	WORLD JUMBO CD 2000 16SP07	CUSIP: 981999S71			\$339.73
2/4	2/4	Funds Transferred	MONTHLY INCOME CHECK	INCOME FOR FEBRUARY 2013			(339.73)
NET CREDITS/(DEBITS)							\$0.00

MESSAGES

Looking to boost your retirement savings?
There's still time before the April 15 deadline to open either a Traditional IRA with contributions that may be tax-deductible on your 2012 tax return, or a Roth IRA with the advantage of tax-free withdrawals. The maximum contribution is \$5,000, or \$6,000 if you are 50 or older. You will have a wide array of investments to choose from when you make your IRA contribution. Please call your Financial Advisor for more information about your retirement savings strategy.

EXHIBIT O

CITY OF TAFT INVESTMENT IN MUTUAL SECURITIES BALANCES AS OF 2/28/13

INVESTMENT DESCRIPTION	COST AT PAR	ACCRUED INTEREST	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANNUAL INCOME	INTEREST PAYMENT DATES
STATE BK INDIA NEW YORK NY CD PURCHASED: 4/27/12 DUE: 4/27/17 FIRST COUPON: 10/27/12/ CALL: 4/27/17	\$ 250,000.00	\$ -	\$ 250,000.00	\$ 255,695.00	2.000%	\$5,000.00	April, 27 October, 27
MONEY MARKET	\$ 2,507.14	\$ -	\$ -	\$ 2,507.14			
ACCRUED INTEREST BALANCE	\$ -	\$ -	\$ -	\$ -			
TOTAL INVESTMENTS	\$ 252,507.14	\$ -	\$ 250,000.00	\$ 258,202.14	2.000%	\$5,000.00	

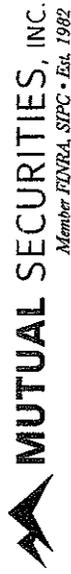
TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:

\$5,000.00

ENV# CEBBDFXZBBBRZDP_BBBBB
MUTUAL SECURITIES, INC.
P.O. BOX 2864
CAMARILLO, CA 93011

07011866

CITY OF TAFT CA
TERESA BINKLEY
209 E KERN ST
TAFT CA 93268



RECEIVED

MAR 11 2013

CITY OF TAFT

STATEMENT FOR THE PERIOD FEBRUARY 1, 2013 TO FEBRUARY 28, 2013

CITY OF TAFT CA - Unincorporated Assn
Account Number: OFN-145564

YOUR FINANCIAL ADVISOR IS
MICHAEL HINES
RR#: 467

For questions about your accounts:
Local: 949 715 5774

TOTAL VALUE OF YOUR PORTFOLIO

\$258,202.14

EXHIBIT P

CHANGE IN VALUE OF YOUR PORTFOLIO

\$ thousands

300.000
225.000
150.000
75.000
0.000

04/12 05/12 06/12 07/12 08/12 09/12 10/12 11/12 12/12 01/13 02/13

Change In Value Of Your Portfolio information can be found in Miscellaneous Footnotes at the end of this statement.

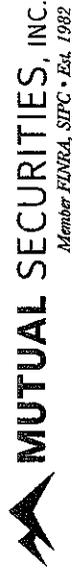
Mutual Securities, Inc.

Account carried with National Financial Services LLC, Member
NYSE, SIPC

MN_CEBBDFXZBBBRZDP_BBBBB 20130228

Statement for the Period February 1, 2013 to February 28, 2013

CITY OF TAFT CA - Unincorporated Assn
 Account Number: 0FN-145564



Holdings

CASH AND CASH EQUIVALENTS - 0.97% of Total Account Value

Description	Symbol/Cusip Account Type	Quantity	Price on 02/28/13	Current Market Value	Estimated Annual Income
Money Markets					
PRIME FUND CAPITAL RESERVES CLASS	FPRXX CASH	2,507.14	\$1.00	\$2,507.14	

Total Cash and Cash Equivalents

\$2,507.14

HOLDINGS > FIXED INCOME - 99.03% of Total Account Value

For an explanation of fixed income pricing, please see the last page. Redemption schedule(s), bond rating(s), and other information are provided where available. If information does not appear regarding a particular investment, it is not available. The ratings on this statement are provided by Standard & Poor's and/or Moody's to rate the quality based on the respective rating agency's assessment.

Accrued Interest - Represents interest accumulated since the last coupon date on certain fixed income securities which may not yet have been paid by the issuer or received by NFS. There is no guarantee that the accrued interest will be paid by the issuer.

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 02/28/13	Estimated Current Market Value	Estimated Annual Income
CDs					

Statement for the Period February 1, 2013 to February 28, 2013
 CITY OF TAFT CA - Unincorporated Assn
 Account Number: 0FN-145564



Activity

CORE FUND ACTIVITY

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
02/28/13	CASH	REINVESTMENT	PRIME FUND CAPITAL RESERVES CLASS REINVEST @ \$1.000	0.02	(\$0.02)
TOTAL CORE FUND ACTIVITY					(\$0.02)

ACTIVITY > INCOME > TAXABLE INCOME

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
Taxable Dividends					
02/28/13	CASH	DIVIDEND RECEIVED	PRIME FUND CAPITAL RESERVES CLASS DIVIDEND RECEIVED		\$0.02
Total Taxable Dividends					\$0.02
Total Taxable Income					\$0.02
TOTAL INCOME					\$0.02

GLOSSARY Short Account Balances- If you have sold securities under the short sale rule, we have, in accordance with regulations, segregated the proceeds from such transactions in your Short Account. Any market increases or decreases from the original sale price will be marked to the market and will be transferred to your Margin Account on a weekly basis. **Market Value** - The Total Market Value has been calculated out to 9 decimal places, however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency in which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect "N/A" or "unavailable" where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not reflect the value at which the security may be sold or purchased based on various market factors.

CUSTOMER SERVICE: Please review your statement and report any discrepancies immediately. Inquiries or concerns regarding your brokerage account or the activity therein should be directed to your broker-dealer at the telephone number and address reflected on the front of this statement. National Financial Services LLC ("NFS"), who carries your brokerage account and acts as your custodian for funds and securities that are deposited with NFS by you or your broker-dealer, or as a result of transactions NFS processes for your account, may also be contacted for statement discrepancies. NFS may be called at (800) 801-9942. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). When contacting either NFS or your broker-dealer, remember to include your entire brokerage account number to ensure a prompt reply. Please notify your broker-dealer promptly in writing of any change of address.

ADDITIONAL INFORMATION Customer free credit balances are not segregated and may be used in NFS business, subject to the limitations of 17CFR Section 240.15c3-2 under the Securities and Exchange Act of 1934. You have the right to receive from NFS in the course of normal business operations, subject to open commitments in any of your brokerage accounts, any free credit balances to which you are entitled or any fully paid securities to which you are entitled and any securities purchased on margin upon full payment of any indebtedness to NFS. Interest on free credit balances awaiting reinvestment may be paid out at rates that may vary with current short-term money market rates and/or your brokerage account balances, set at the discretion of your broker-dealer and/or NFS.

Credit Adjustment Program. Accountholders receiving payments in lieu of qualified dividends may not be eligible to receive credit adjustments intended to help cover additional associated federal tax burdens. NFS reserves the right to deny the adjustment to any accountholder and to amend or terminate the credit adjustment program.

Options Customers. Each transaction confirmation previously delivered to you contains full information about commissions and other charges. If you require further information, please contact your broker-dealer. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description of which is available upon request. Short positions in American-style options are liable for assignment at any time. The writer of a European-style option is subject to exercise assignment only during the exercise period. You should advise your broker-dealer promptly of any material change in your investment objectives or financial situation. Splits, Dividends, and Interest. Expected stock split, next dividend payable, and next interest payable information has been provided by third parties and may be subject to change. Information for certain securities may be missing if not received from third parties in time for printing. NFS is not responsible for inaccurate, incomplete, or missing information. Please consult your broker-dealer for more information about expected stock split, next dividend payable, and next interest payable for certain securities.

Equity Dividend Reinvestment Customers. Shares credited to your brokerage account resulted from transactions effected as agent by either: 1) Your broker-dealer for your investment account, or 2) through the Depository Trust Company (DTC) dividend reinvestment program. For broker-dealer effected transactions, the time of the transactions, the exchange upon which these transactions occurred and the name of the person from whom the security was purchased will be furnished upon written request. NFS may have acted as market maker in effecting trades in "over-the-counter" securities.

Retirement Contributions/Distributions. A summary of retirement contributions/distributions is displayed for you in the activity summary section of your statement. Income Reporting. NFS reports earnings from investments in Traditional IRAs, Rollover IRAs, SEP-IRAs and Keoghs as tax-deferred income. Earnings from Roth IRAs are reported as tax-free income, since distributions may be tax-free after meeting the 5 year aging requirement and certain other conditions. A financial statement of NFS is available for your personal inspection at its office or a copy of it will be mailed to you upon your written request. **Statement Mailing.** NFS will deliver statements by mail or, if applicable, notify you by e-mail of your statement's availability, if you had transactions that affected your cash balances or security positions held in your account(s) during the last monthly reporting period. At a minimum, all brokerage customers will receive quarterly statements (at least four times per calendar year) as long as their accounts contain a cash or securities balance.

Loads and Fees. In addition to sales loads and 12b-1 fees described in the prospectus, NFS or your broker-dealer receives other compensation in connection with the purchase and/or the on-going maintenance

of positions in certain mutual fund shares and other investment products in your brokerage account. This additional compensation may be paid by the mutual fund or other investment product, its investment advisor or one of its affiliates. Additional information about the source(s) and amount(s) of compensation as well as a description of the compensation received by NFS or your broker-dealer will be furnished to you upon written request. At time of purchase, fund shares may be assigned a transaction fee or no transaction fee status. At time of sale, applicable fees will be based on that status.

Margin. If you have applied for margin privileges and been approved, you may borrow money from NFS in exchange for pledging the assets in your account as collateral for any outstanding margin loan. The amount you may borrow is based on the value of securities in your margin account, which is identified on your statement, if you have a margin account, this is a combined statement of your margin account and special memorandum account other than your non-purpose margin accounts maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve Board. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request.

NYSR and FINRA. All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange market and its clearing house, if any, where the transactions are executed, and of the New York Stock Exchange (NYSE) and of the Financial Industry Regulatory Authority ("FINRA"). The FINRA requires that we notify you in writing of the availability of an investor brochure that includes information describing FINRA Regulation's BrokerCheck Program ("Program"). To obtain a brochure or more information about the Program or FINRA Regulation, contact the FINRA Regulation BrokerCheck Program Hotline at (800) 285-9999 or access the FINRA's web site at www.finra.org.

FINRA Rule 4311 requires that your broker-dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your broker-dealer and NFS. A more complete description is available upon request.

Your broker-dealer is responsible for: (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate orders and other instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating, and supervising your brokerage account and its own activities in compliance with applicable laws and regulations including compliance with margin rules pertaining to your margin account, if applicable, and (6) maintaining required books and records for the services that it performs.

NFS shall, at the direction of your broker-dealer: (1) execute, clear and settle transactions processed through NFS by your broker-dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your broker-dealer has undertaken to do so). Certain securities pricing and descriptive information may be provided by your broker-dealer or obtained from third parties deemed to be reliable, however, this information has not been verified by NFS. (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your broker-dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your broker-dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs.

Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. For claims filed on or after July 22, 2010, the \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 1-202-371-8300. Funds used to purchase or sweep to a bank deposit are SIPC protected until deposited to a Program Bank at which time funds may be eligible for FDIC insurance. Assets Held Away, commodities, unregistered investment contracts, futures accounts, loaned securities and other investments may not be covered. Mutual funds and/or other securities are not backed or guaranteed by any bank, nor are they insured by the FDIC and involve investment risk including possible loss of principal.

End of Statement

Account carried with National Financial Services LLC, Member
NYSE, SIPC

100924

Mutual Securities, Inc.

MN_CEBBDFXZBBBRZDP_BBBBBB 20130228

EXHIBIT Q



United Security Bank
...response ability

ACCOUNT:

PAGE: CD1 1
10300805 02/28/2013

RECEIVED
MAR 04 2013
CITY OF TAFT

CITY OF TAFT
209 E KERN STREET
TAFT CA 93268

=====

TAFT OFFICE	TELEPHONE: 661-763-5151
523 CASCADE PLACE	
TAFT, CA 93268	

Rate Increase CD CERTIFICATE 10300805

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/31/13	100,744.96
INTEREST		77.04	02/16/13	100,822.00
BALANCE THIS STATEMENT			02/28/13	100,822.00
INTEREST PAID 2013:	154.02			
INTEREST PAID 2012:	1,144.60			

EXHIBIT Q



United Security Bank

...response ability

ACCOUNT:

10300895

PAGE: CD2 1

02/28/2013

RECEIVED

MAR 04 2013

CITY OF TAFT

CITY OF TAFT
209 E KERN STREET
TAFT CA 93268

TAFT OFFICE
523 CASCADE PLACE
TAFT, CA 93268

TELEPHONE: 661-763-5151

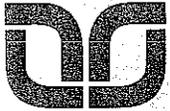
Rate Increase CD CERTIFICATE 10300895

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/31/13	100,989.19
INTEREST		103.84	02/06/13	101,093.03
BALANCE THIS STATEMENT			02/28/13	101,093.03
INTEREST PAID 2013:	207.57			
INTEREST PAID 2012:	1,216.64			

EXHIBIT Q

ACCOUNT:

10300931 02/28/2013



United Security Bank
...response ability

RECEIVED

MAR 04 2013

CITY OF TAFT

CITY OF TAFT
209 E KERN STREET
TAFT CA 93268

TAFT OFFICE
523 CASCADE PLACE
TAFT, CA 93268

TELEPHONE: 661-763-5151

Rate Increase CD CERTIFICATE 10300931

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/31/13	50,922.08
INTEREST		49.76	02/08/13	50,971.84
BALANCE THIS STATEMENT			02/28/13	50,971.84
INTEREST PAID 2013:	99.47			
INTEREST PAID 2012:	583.26			

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
MINUTES
APRIL 16, 2013**

REGULAR MEETING

The April 16, 2013, regular joint meeting of the Taft City Council/Taft Successor Agency, held in the Council Chamber at Taft City Hall, 209 East Kern Street, Taft, CA 93268, was opened by Mayor Linder at [6:03:40 PM](#). The Pledge of Allegiance was led by Council Member Miller, followed by invocation given by Rodney Wycoff, West Hills Nazarene Church.

PRESENT: Mayor Paul Linder; Mayor Pro Tem Orchel Krier.
Council Members Randy Miller, Dave Noerr and Ron Waldrop.
City Manager Craig Jones; City Attorney Dave Prentice;
City Clerk Louise Hudgens.

1. SPECIAL RECOGNITION – None.

2. CITIZEN REQUESTS/PUBLIC COMMENTS

Ray Hatch, representing Carrizo Plain, presented a book to Mayor Linder called “Another Place in Time”, a book about people who had grown up on the plain or affiliated with it in years past. Hatch explained that Taft got involved with Carrizo Plain when it became an official Gateway to Carrizo Plain.

Kathy Orrin, Executive Director of Taft Chamber of Commerce:

- Issued invitation to the State of the City luncheon on Thursday, April 25 at OT Restaurant. She explained that the luncheon was hosted by the Kiwanis Club.
- Announced that the May 1 Sit-n-Sip would be held at West Side Waste Management to celebrate their 30th Anniversary. They are holding an open house from 9-12.
- Reported that she had attended the CalEd conference on a scholarship from PG&E and that she had gained a lot from a couple of the breakout sessions on healthcare and workforce readiness and ways to think differently.
- Community clean-up on April 27, 8-12, along Wood Street.
- Cinco de Mayo on May 5, Fifth Street Plaza, from 12-5 p.m.

3. COUNCIL STATEMENTS (NON ACTION)

Council Member Krier:

- Issued invitation to wine tasting fundraiser at the Fort for the Transition to Independent Living program on Thursday, April 18.
- Announced that Alpha House was holding annual barbecue and auction on Saturday, April 20.
- Issued invitation to Rotary Club’s Health Fair on Saturday, April 20 from 8-12. Great opportunity to get a health screen by a number of physicians.

Council Member Noerr:

- Remarked that gun legislation would not stop criminals. He warned residents not to be easy victims.
- Admonished residents to take care of their properties by keeping weeds and debris cleaned up and to paint and maintain their homes.

Mayor Linder:

- Stated that he had been asked, along with 4 others, to be a member on a panel regarding regional economic development.

- Stated that Kern County District Attorney Lisa Green had reported that crime was up in Taft due to AB109, California Prison Re-alignment. He praised the Taft Police Department for keeping Taft's citizens safe.

All the Council Members expressed condolences to the victims of the Boston Marathon bombing and indicated that everybody in the nation will be affected with additional security and necessary precautions.

4. DEPARTMENT REPORTS [6:29:17 PM](#)

Lonn Boyer, Human Resources Director/Assistant City Manager updated on the new website design and said it was ready to live the next day.

Louise Hudgens, City Clerk, gave a brief overview of the City's policy on requests for proclamations and recognitions.

5. CITY MANAGER STATEMENTS [6:34:00 PM](#)

Craig Jones, City Manager:

- Reported that he was traveling to Sacramento on April 24 to meet with Jean Fuller regarding the Enterprise Zone. Accompanying him would be Debra Elliott.
- Announced that Arbor day would be held on April 24 at the Taft Community Garden at 10 a.m. Lunch would be served to the students at the Veterans Memorial Park following the tree planting.
- Reported that he had attended the CalEd conference the previous week along with Enterprise Zone Manager Debra Elliott. He stated he was working on a report for Council.
- Stated that staff was working on ordinance for code enforcement to empower the officer to levy administration fines. Staff was also working on downtown specific codes that would address abandoned buildings.

6. CITY ATTORNEY STATEMENTS [6:39:48 PM](#)

David Prentice, City Attorney:

- Announced that this was his last meeting as City Attorney, that he would be working out of the law firms northern office. He introduced Tom Ebersole who had been working with the Taft Planning Commission the last couple of years. He stated that Mr. Ebersole would be providing the same level of service that had been provided by Cota Cole Law Firm as before.
- Prentice indicated that although this was his last meeting, he still wanted to be involved with issues the city had regarding the CCF.

Mayor Linder stated that since contracting with Cota Cole Law Firm, the city had moved leaps and bounds in a positive direction and that a great relationship had been built. Linder stated that the city had gone through some difficult times and with Cota Cole assistance, the city was doing okay.

7. FUTURE AGENDA REQUESTS [6:43:24 PM](#)

Linder stated that he had talked to the City Clerk about a Certificate of Recognition for West Side Waste Management 30 years in business.

CONSENT CALENDAR ITEMS 8 - 16

Motion: Moved by Noerr, seconded by Krier, to approve consent calendar items 8-13 and 15-16.

AYES: Krier, Miller, Noerr, Waldrop, Linder

8. MINUTES

April 2, 2013 Regular

Recommendation – Approve as submitted.

9. PAYMENT OF BILLS

Cash Disbursements Warrant #041213 Check No.75190-75268 \$691,990.76

Recommendation – Approve payment of bills.

10. APPROVAL OF A KEY CONTROL MOU WITH THE TAFT CITY SCHOOL DISTRICT

Recommendation – Motion to approve and sign the MOU with the Taft City School District.

11. CITY BUILDING OFFICIAL

Recommendation – Motion to approve updated job specification and initiation of recruitment for the position of Building Inspector.

12. CONTRACT AMENDMENT – WESTSIDE WASTE MANAGEMENT CO., INC.

Recommendation – Motion to authorize the Mayor to sign the Amendment to the Agreement between the City of Taft and Westside Waste Management Company, Inc.

13. APPROVAL TO SUBMIT APPLICATIONS FOR GRANTS UNDER THE FOLLOWING FEDERAL TRANSIT ADMINISTRATION-FUNDED GRANT PROGRAMS, AND APPROVAL OF RESOLUTIONS AUTHORIZING THE MAYOR OR CITY MANAGER TO SIGN GRANT DOCUMENTS ON BEHALF OF THE CITY: 1) SECTION 5316, JOB ACCESS AND REVERSE COMMUTE (JARC); and 2) SECTION 5317, NEW FREEDOM

Recommendation – Motion to approve submittal of the JARC and New Freedom grant applications on behalf of Taft Area Transit and to approve resolutions entitled 1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING FEDERAL FUNDING UNDER FTA SECTION 5316 (49 U.S.C. SECTION 5316) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (JARC Authorizing Resolution) (*Resolution No.3526-13*); and

2) Motion to approve a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING FEDERAL FUNDING UNDER FTA SECTION 5317 (49 U.S.C. SECTION 5317) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (New Freedom Authorizing Resolution) (*Resolution No.3523-13*)

15. ENGINEER REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1

Recommendation – Motion to approve resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, PRELIMINARILY APPROVING A REPORT OF THE ENGINEER IN CONNECTION WITH PROPOSED CITY OF TAFT LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1. (*Resolution No.3525-13*)

16. PURCHASE OF NEW SERVER FOR MUNIS AND ADDITIONAL SOFTWARE

Recommendation – Motion to approve the project and to appropriate additional funds from capital reserves in the amount of \$1,500.

14. SETTING A PUBLIC HEARING FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1 [6:46:28 PM](#)

- Removed from Consent Calendar at request of Linder. Linder stated that his residence was within the Landscape Maintenance District; however, he had been advised by legal counsel that since he benefited no more or no less than the other property owners in the district, he did not have to reclude himself.

Motion: Moved by Noerr, seconded by Miller, to approve resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, DECLARING ITS INTENTIN TO ORDER THE FORMATION OF PROPOSED CITY OF TAFT LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1 PRUSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND IN ACCORDANCE WITH ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND SETTING A PUBLIC HEARING THEREON. (*Resolution No.3524-13*)

Linder indicated that the fee needed to increase and that research showed that the costs had been grossly underfunded for a number of years and costs and fees had continued to increase. In years past there had been inmate labor to help take care of the landscape maintenance; however, there were no inmates anymore and only a small crew of city maintenance workers to maintain the district. All Council Members voiced concerns that the fees had not increased in several years.

AYES: Krier, Miller, Noerr, Waldrop, Linder

17. RETENTION OF MEETING VIDEOS/DVDS AND MINUTE PREPARATION

Council discussed the value of keeping the DVDs for a longer period of time and it was decided that the meeting DVD's should be retained for an indefinite period of time. City Clerk Hudgens stated that VHS videos from 2006 through 2009 were being converted to DVD. How long to keep the videos on the city's website was discussed and it was decided that eventually all the DVD's would be on the website as the space was unlimited. With the retention of the DVD's, 'Action Minutes' were approved. Staff was instructed to prepare resolution for DVD retention.

- Amended Agenda Item 18 added:

18. CONSIDER INITIATING A GENERAL PLAN AMENDMENT TO REVISE THE LAND USE ELEMENT MAP FOR APPROXIMATELY 10 ACRES OF LAND GENERALLY LOCATED WEST OF STATE ROUTE 33 AND SOUTH OF WOOD STREET, FROM LOW DENSITY RESIDENTIAL TO INDUSTRIAL.

Motion: Moved by Noerr, seconded by Krier, to initiate a General Plan Amendment (GPA) for the subject property and direct the Director of Planning and Community Development to immediately process a GPA application through the normal Public Hearing process.

AYES: Krier, Miller, Noerr, Waldrop, Linder

Mayor Linder recessed the meeting to closed session at [7:09:48 PM](#)

CLOSED SESSION

- A. At this time the City Council will hold a closed session pursuant to Government Code Section 54956.9 (a) for consultation with its attorney(s) regarding potential litigation – 1 case.

ACTION TAKEN: No reportable Action

- B. At this time the City Council will hold a closed session pursuant to Government Code Section 54957 Performance Evaluations. Position to be evaluated: City Attorney.

ACTION TAKEN: No reportable Action

ADJOURNMENT – With no further business to conduct, the meeting adjourned at 7:55 PM.

Louise Hudgens, CMC, City Clerk

Paul Linder, Mayor

**ACCOUNTS PAYABLE CASH DISBURSEMENTS
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON _____

\$ 280,446.75 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$126,595.17
38 LANDSCAPE ASSESSMENT DIST	\$363.46
40 CDBG / HOUSING RLF	\$310.00
50 CRIME PREVENTION	\$2,353.18
51 CCF FACILITY	\$949.37
58 FEDERAL PRISON-WWTP	\$5,079.79
59 CENTRAL GARAGE	\$1,435.53
60 SEWER	\$7,931.29
61 REFUSE	\$10,838.97
62 TRANSIT	\$103,690.62
65 TCDA	\$178.10
67 TCDA / DEBT SRV FND	\$579.24
70 WWTP	\$19,895.27
78 TRUST & AGENCY	\$246.76

TOTAL
\$280,446.75

MAYOR

CITY CLERK

Jennifer Rice

JENNIFER RICE ACCOUNT CLERK II

WARRANT NO. 042613 DATE: 04/26/13
CHECK NUMBER 75274-75340
CHECK NUMBER 75273 WAS VOIDED

CITY COUNCIL

Wednesday, 24 April, 201

CITY OF TAFT, (
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75274	4/26/2013	PRINTED	113	ADT SECURITY SYSTEMS	514.74
75275	4/26/2013	PRINTED	370	AUSTINS PEST CONTROL	40.00
75276	4/26/2013	PRINTED	619	BERRY & ASSOCIATES	3,300.00
75277	4/26/2013	PRINTED	651	BLUE CROSS OF CALIFORNIA	538.85
75278	4/26/2013	PRINTED	12571	BRANDON CARLTON	151.58
75279	4/26/2013	PRINTED	711	BRENTAG PACIFIC, INC	1,745.31
75280	4/26/2013	PRINTED	715	BRIGHT HOUSE NETWORKS	210.02
75281	4/26/2013	PRINTED	738	BROWN & REICH PETROLEUM INC.	6,603.06
75282	4/26/2013	PRINTED	1359	STATE OF CALIFORNIA	2,780.00
75283	4/26/2013	PRINTED	915	CARQUEST AUTO PARTS	172.56
75284	4/26/2013	PRINTED	1026	CITY OF TAFT	91,988.00
75285	4/26/2013	PRINTED	1000	CLEM'S TIRE & ROAD SIDE	224.35
75286	4/26/2013	PRINTED	1073	CONEXIS	60.00
75287	4/26/2013	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	209.24
75288	4/26/2013	PRINTED	1117	CORELOGIC INFORMATION SOLUTIONS, I	3,600.00
75289	4/26/2013	PRINTED	1114	COUNTRY AUTO & TRUCK TAFT	158.69
75290	4/26/2013	PRINTED	1134	CREATIVE BUS SALES	183.59
75291	4/26/2013	PRINTED	1515	DRILLER PRINTERS, INC.	68.16
75292	4/26/2013	PRINTED	1830	FASTENAL	250.65
75293	4/26/2013	PRINTED	1830	FASTENAL	123.25
75294	4/26/2013	PRINTED	1821	FIA CARD SERVICES	57.86
75295	4/26/2013	PRINTED	1821	FIA CARD SERVICES	131.90
75296	4/26/2013	PRINTED	1821	FIA CARD SERVICES	238.41
75297	4/26/2013	PRINTED	1821	FIA CARD SERVICES	268.75
75298	4/26/2013	PRINTED	1821	FIA CARD SERVICES	435.88
75299	4/26/2013	PRINTED	1821	FIA CARD SERVICES	1,226.95
75300	4/26/2013	PRINTED	1898	FIRST CHOICE SERVICE	293.09
75301	4/26/2013	PRINTED	2031	GEMCARE HEALTH PLAN INC.	20,966.26
75302	4/26/2013	PRINTED	2040	GENERAL OFFICE	225.75
75303	4/26/2013	PRINTED	2178	GRIFFITH, VINCENT	600.00
75304	4/26/2013	PRINTED	2267	HELT ENGINEERING, INC.	12,023.22

CITY OF TAFT, CA
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75305	4/26/2013	PRINTED	2204	HdL SOFTWARE, LLC	1,507.04
75306	4/26/2013	PRINTED	2813	KAISER FOUNDATION HEALTH PLAN INC.	18,322.52
75307	4/26/2013	PRINTED	2921	COUNTY OF KERN	8,541.46
75308	4/26/2013	PRINTED	2837	KERN CONSULTING, INC	6,797.00
75309	4/26/2013	PRINTED	2875	KERN COUNTY BUILDING	2,759.60
75310	4/26/2013	PRINTED	3376	MIDWAY LABORATORY	220.00
75311	4/26/2013	PRINTED	3398	MISSION LINEN SUPPLY	212.82
75312	4/26/2013	PRINTED	12637	MOOT POINT PRODUCTIONS	275.00
75313	4/26/2013	PRINTED	3596	MUNICIPAL CMS	1,970.00
75314	4/26/2013	PRINTED	3600	NBS	1,867.07
75315	4/26/2013	PRINTED	3790	OFFICE DEPOT	643.26
75316	4/26/2013	PRINTED	4125	PACIFIC GAS & ELECTRIC	28.75
75317	4/26/2013	PRINTED	4117	PACIFIC TELEMANAGEMENT SERVICES	80.93
75318	4/26/2013	PRINTED	4167	PATRIOT DIAMOND, INC.	231.00
75319	4/26/2013	PRINTED	4436	DAVID A. GILL	5,672.14
75320	4/26/2013	PRINTED	4430	PREMIER ACCESS DENTAL	2,809.32
75321	4/26/2013	PRINTED	4454	PUBLIC EMPLOYEES' RETIREMENT SYSTE	24,840.72
75322	4/26/2013	PRINTED	4913	S & S PRINTING	253.48
75323	4/26/2013	PRINTED	5096	SOUTHERN CALIFORNIA GAS CO.	293.88
75324	4/26/2013	PRINTED	5174	STATE FARM INSURANCE COMPANIES	310.00
75325	4/26/2013	PRINTED	5184	STATE TREASURER'S OFFICE	500.00
75326	4/26/2013	PRINTED	5284	SUN RIDGE SYSTEMS, INC.	4,208.00
75327	4/26/2013	PRINTED	5302	SUTHERLAND, SHAWN WILLIAM	50.00
75328	4/26/2013	PRINTED	5315	TAFT DISTRICT CHAMBER OF COMMERCE	5,094.23
75329	4/26/2013	PRINTED	5326	TAFT CHEVROLET BUICK PONTIAC	342.53
75330	4/26/2013	PRINTED	3179	THE TAFT INDEPENDENT	83.70
75331	4/26/2013	PRINTED	6140	VIBUL TANGPRAPHAPHORN,MD	84.00
75332	4/26/2013	PRINTED	5659	TOOLS FOR BUSINESS SUCCESS LLC	1,140.00
75333	4/26/2013	PRINTED	5645	TRANS UNION LLC	45.00
75334	4/26/2013	PRINTED	5770	UNISOURCE - NORTHERN CA	1,656.32
75335	4/26/2013	PRINTED	6104	VERIZON CALIFORNIA	528.88

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75336	4/26/2013	PRINTED	5935	VULCAN	87.16
75337	4/26/2013	PRINTED	6226	WALLACE GROUP	22,693.49
75338	4/26/2013	PRINTED	6350	WEST KERN WATER DISTRICT	1,660.57
75339	4/26/2013	PRINTED	6361	WEST SIDE RECREATION	15,000.00
75340	4/26/2013	PRINTED	12131	EDWARD WHITING	246.76
			67 Checks	Cash Account Total:	280,446.75

CITY OF TAFESA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
113 -	ADT SECURITY SYSTEMS	94854565	INV	4/26/2013	\$514.74	75274	CVC-5/1-7/31/13 SECURITY ALARM SERVICE	10416 05000
370 -	AUSTINS PEST CONTROL	041813ANX	INV	4/26/2013	\$13.33	75275	TRN,GAR,ST-4/18 MONTHLY PEST CONTROL	10433 05000
370 -	AUSTINS PEST CONTROL	041813ANX	INV	4/26/2013	\$13.33	75275	TRN,GAR,ST-4/18 MONTHLY PEST CONTROL	59459 05000
370 -	AUSTINS PEST CONTROL	041813ANX	INV	4/26/2013	\$13.34	75275	TRN,GAR,ST-4/18 MONTHLY PEST CONTROL	62462 05000
619 -	BERRY & ASSOCIATES	13-012A	INV	4/26/2013	\$3,300.00	75276	PLG-SURVEYING	10415 09502
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$0.58	75277	05/13 HEALTH INSURANCE PREMIUMS	10432 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$0.58	75277	05/13 HEALTH INSURANCE PREMIUMS	38438 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$0.92	75277	05/13 HEALTH INSURANCE PREMIUMS	67467 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$1.23	75277	05/13 HEALTH INSURANCE PREMIUMS	10000 00218
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$1.50	75277	05/13 HEALTH INSURANCE PREMIUMS	58458 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$1.50	75277	05/13 HEALTH INSURANCE PREMIUMS	60460 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$1.50	75277	05/13 HEALTH INSURANCE PREMIUMS	70470 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$2.13	75277	05/13 HEALTH INSURANCE PREMIUMS	65465 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$4.62	75277	05/13 HEALTH INSURANCE PREMIUMS	59459 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$7.50	75277	05/13 HEALTH INSURANCE PREMIUMS	10416 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$9.00	75277	05/13 HEALTH INSURANCE PREMIUMS	51451 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$9.23	75277	05/13 HEALTH INSURANCE PREMIUMS	10424 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$9.23	75277	05/13 HEALTH INSURANCE PREMIUMS	10431 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$10.50	75277	05/13 HEALTH INSURANCE PREMIUMS	10427 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$10.56	75277	05/13 HEALTH INSURANCE PREMIUMS	10412 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$10.56	75277	05/13 HEALTH INSURANCE PREMIUMS	10413 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$15.00	75277	05/13 HEALTH INSURANCE PREMIUMS	10425 01445
651 -	BLUE CROSS OF CALIFORNIA	000351525G	INV	4/26/2013	\$16.50	75277	05/13 HEALTH INSURANCE PREMIUMS	61461 01445

CITY OF TAFESA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$17.36	75277	05/13 HEALTH INSURANCE PREMIUMS	10420 01445
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$20.77	75277	05/13 HEALTH INSURANCE PREMIUMS	10000 00239
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$20.77	75277	05/13 HEALTH INSURANCE PREMIUMS	50450 01445
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$27.58	75277	05/13 HEALTH INSURANCE PREMIUMS	10419 01445
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$28.76	75277	05/13 HEALTH INSURANCE PREMIUMS	10415 01445
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$57.06	75277	05/13 HEALTH INSURANCE PREMIUMS	10433 01445
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$84.87	75277	05/13 HEALTH INSURANCE PREMIUMS	62462 01445
651 - BLUE CROSS OF CALIFORNIA		000351525G	INV	4/26/2013	\$169.04	75277	05/13 HEALTH INSURANCE PREMIUMS	10421 01445
12571 - BRANDON CARLTON		042412	INV	5/11/2012	\$69.30	75278	REFUND SEWER/REFUSE BUSINESS CLOSED	61000 00209
12571 - BRANDON CARLTON		042412	INV	5/11/2012	\$82.28	75278	REFUND SEWER/REFUSE BUSINESS CLOSED	60000 00209
711 - BRENNTAG PACIFIC,INC		BPI294947	INV	4/26/2013	\$1,745.31	75279	FEDWWTP-SODIUM BISULFITE	58458 06250
715 - BRIGHT HOUSE NETWORKS		0407724-0413	INV	4/26/2013	\$210.02	75280	PD-04/13 INTERNET SERVICE	10421 02200
738 - BROWN & REICH PETROLEUM INC.		2004	INV	4/26/2013	\$28.90	75281	PLG-04/01-04/15/13 FUEL USE	10415 04250
738 - BROWN & REICH PETROLEUM INC.		2005	INV	4/26/2013	\$162.98	75281	CVC,ST,GAR,TRN-04/01-04/15/13 FUEL USAGE	59459 04250
738 - BROWN & REICH PETROLEUM INC.		2007	INV	4/26/2013	\$180.49	75281	PD,AC-04/01-04/15/13 FUEL USAGE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		2005	INV	4/26/2013	\$296.72	75281	CVC,ST,GAR,TRN-04/01-04/15/13 FUEL USAGE	10416 04250
738 - BROWN & REICH PETROLEUM INC.		2005	INV	4/26/2013	\$663.76	75281	CVC,ST,GAR,TRN-04/01-04/15/13 FUEL USAGE	10433 04250
738 - BROWN & REICH PETROLEUM INC.		2007	INV	4/26/2013	\$1,608.16	75281	PD,AC-04/01-04/15/13 FUEL USAGE	10421 04250
738 - BROWN & REICH PETROLEUM INC.		2005	INV	4/26/2013	\$3,662.05	75281	CVC,ST,GAR,TRN-04/01-04/15/13 FUEL USAGE	62462 04250
1359 - STATE OF CALIFORNIA		041013	INV	4/26/2013	\$2,780.00	75282	PLG-AGREEMENT #08-EDEF-5878	10415 08701
915 - CARQUEST AUTO PARTS		7305-142204	INV	4/26/2013	\$2.19	75283	ME-9 AIR FILTERS	10433 04200
915 - CARQUEST AUTO PARTS		7305-142582	INV	4/26/2013	\$5.17	75283	T-21 ABRASIVE CLOTH	62462 04200
915 - CARQUEST AUTO PARTS		7305-141972	INV	4/26/2013	\$11.08	75283	T-22 OIL/AIR FILTER	62462 04200

CITY OF TAFT CA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
915 - CARQUEST AUTO PARTS		7305-142011	INV	4/26/2013	\$14.62	75283	ME-1 AIR FILTER-HD	10433 04200
915 - CARQUEST AUTO PARTS		7305-142310	INV	4/26/2013	\$16.08	75283	MS-3 AIR FILTER-HD	61461 04200
915 - CARQUEST AUTO PARTS		7305-141971	INV	4/26/2013	\$17.28	75283	T-15 OIL/AIR FILTERS/REFILL	62462 04200
915 - CARQUEST AUTO PARTS		7305-142702	INV	4/26/2013	\$17.28	75283	T-23 OIL/AIR FILTERS/REFILL	62462 04200
915 - CARQUEST AUTO PARTS		7305-142012	INV	4/26/2013	\$19.37	75283	ME-9 AIR FILTER-HD	10433 04200
915 - CARQUEST AUTO PARTS		7305-142597	INV	4/26/2013	\$22.35	75283	T-21 BRAKE SHOES	62462 04200
915 - CARQUEST AUTO PARTS		7305-142205	INV	4/26/2013	\$23.71	75283	MS-3 TERRACAIR DEF 2.5 GAL	61461 04200
915 - CARQUEST AUTO PARTS		7305-142327	INV	4/26/2013	\$44.37	75283	P-35 AIR DOOR ACTUATOR	10421 04200
915 - CARQUEST AUTO PARTS		7305-142669	INV	4/26/2013	\$60.50	75283	ME-29 AUTO BATTERY	10433 04200
915 - CARQUEST AUTO PARTS		7305-142581	INV	4/26/2013	\$141.21	75283	T-21 BEARING/BRAKE SHOES	62462 04200
915 - CARQUEST AUTO PARTS		7305-142098	CRM	4/26/2013	-\$165.55	75283	P-32 REMAN ALTERNATOR	10421 04200
915 - CARQUEST AUTO PARTS		7305-142622	CRM	4/26/2013	-\$57.10	75283	T-21 BRAKE SHOE	62462 04200
1026 - CITY OF TAFT		041213	INV	4/26/2013	\$91,988.00	75284	PROPOSITION 1 B PUBLIC TRANSPORTATION	62000 00201
1000 - CLEM'S TIRE & ROAD SIDE		X5221	INV	4/26/2013	\$224.35	75285	ST-FLAT ON RENTED TRACTOR	10433 04200
1073 - CONEXIS		0313-OR44251	INV	4/26/2013	\$60.00	75286	PSNL-03/13 ADMIN. FEES	10420 02100
1035 - COOPER'S TRUE VALUE HOME CENTER		286693	INV	4/26/2013	\$3.75	75287	ST-PVC COUPLING	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		286694	INV	4/26/2013	\$4.29	75287	ST-CONCRETE MIX	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		286735	INV	4/26/2013	\$8.36	75287	CVC-GRIND WHEEL/CRIMP WHEEL	10416 06201
1035 - COOPER'S TRUE VALUE HOME CENTER		285385	INV	4/26/2013	\$17.19	75287	ST-BRAIDED ROPE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		286389	INV	4/26/2013	\$20.94	75287	ST-SHEETING/PORTLAND TYPE I/II	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		282850	INV	4/26/2013	\$71.56	75287	CCF-ROOF CEMENT/METAL SAFE BLADE	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		280130	INV	4/26/2013	\$90.85	75287	PSNL-CHAIR RENTAL	10420 02625
1035 - COOPER'S TRUE VALUE HOME CENTER		280139	CRM	4/26/2013	-\$7.70	75287	PSNL-TABLE RENTAL	10420 02625

CITY OF TAFT CA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1117 - CORELOGIC INFORMATION SOLUTIONS, INC.		50009389	INV	4/26/2013	\$900.00	75288	ADM-ANNUAL COMMITMENT	10413 06000
1117 - CORELOGIC INFORMATION SOLUTIONS, INC.		50009389	INV	4/26/2013	\$2,700.00	75288	ADM-ANNUAL COMMITMENT	10000 00206
1114 - COUNTRY AUTO & TRUCK TAFT		532805	INV	4/26/2013	\$166.07	75289	T-21 DISC PAD/BRK SHOE/CORE DEPOSIT	62462 04200
1114 - COUNTRY AUTO & TRUCK TAFT		532842	CRM	4/26/2013	-\$7.38	75289	T-21 CORE DEPOSIT	62462 04200
1134 - CREATIVE BUS SALES		5035441	INV	4/26/2013	\$23.85	75290	T-21 DECAL INTRLOK INSTR	62462 04200
1134 - CREATIVE BUS SALES		5035316	INV	4/26/2013	\$56.54	75290	T-22 BELT DAYCO SERP	62462 04200
1134 - CREATIVE BUS SALES		5035038	INV	4/26/2013	\$103.20	75290	T-22 BELT DAYCO SERP	62462 04200
1515 - DRILLER PRINTERS, INC.		00018088	INV	4/26/2013	\$68.16	75291	ADM-LINEN PAPER	10413 06000
1830 - FASTENAL		CATAF15018	INV	4/26/2013	\$0.52	75292	TRN-RUBR WSHR 12 CT	62462 06200
1830 - FASTENAL		CATAF14853	INV	4/26/2013	\$17.51	75292	ST-RUSTO	10433 06200
1830 - FASTENAL		CATAF14817	INV	4/26/2013	\$41.25	75292	GAR-RELEASABLE CABLE TIE	59459 06200
1830 - FASTENAL		CATAF14818	INV	4/26/2013	\$62.79	75292	ST-RESPIRATOR/BARRICADE TAPE/SMITH & W	10433 06200
1830 - FASTENAL		CATAF14846	INV	4/26/2013	\$128.58	75292	ST-MECH GLOVE/SMITH & WESSON	10433 06200
1830 - FASTENAL		CATAF13207	INV	12/7/2012	\$16.45	75293	ST-GLOVES	10433 06200
1830 - FASTENAL		CATAF13106	INV	12/7/2012	\$49.69	75293	ST-COLD CHISEL/GLOVES	10433 06200
1830 - FASTENAL		CATAF13234	INV	12/7/2012	\$57.11	75293	ST-SAFEGRIP G/GLOVES	10433 06200
1821 - FIA CARD SERVICES		2125-0413	INV	4/26/2013	\$27.91	75294	2125-BOYER-SUMMIT TRAINING/DOMINOS	10420 02000
1821 - FIA CARD SERVICES		2125-0413	INV	4/26/2013	\$29.95	75294	2125-BOYER-SUMMIT TRAINING/DOMINOS	10413 02000
1821 - FIA CARD SERVICES		2586-0413	INV	4/26/2013	-\$4.12	75295	2596-JONES-MEAL/BLUETOOTH IN CAR SPEAK	10000 00205
1821 - FIA CARD SERVICES		2586-0413	INV	4/26/2013	\$10.00	75295	2596-JONES-MEAL/BLUETOOTH IN CAR SPEAK	10433 04200
1821 - FIA CARD SERVICES		2586-0413	INV	4/26/2013	\$60.00	75295	2596-JONES-MEAL/BLUETOOTH IN CAR SPEAK	70470 02000
1821 - FIA CARD SERVICES		2586-0413	INV	4/26/2013	\$66.02	75295	2596-JONES-MEAL/BLUETOOTH IN CAR SPEAK	10413 02200
1821 - FIA CARD SERVICES		7752-0413	INV	4/26/2013	\$238.41	75296	7752-HUDGENS-COUNCIL MEALS / SUPPLIES	10411 09500

CITY OF TAMPA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1821 - FIA CARD SERVICES		4459-0413	INV	4/26/2013	\$268.75	75297	4459-COUNCIL-ASIAN EXP-COUNCIL MEAL	10411 09500
1821 - FIA CARD SERVICES		4442-0413	INV	4/26/2013	-\$4.86	75298	4442-CITY-CC MEALS/BUS CARDS/WSR RENTA	10000 00205
1821 - FIA CARD SERVICES		4442-0413	INV	4/26/2013	\$48.24	75298	4442-CITY-CC MEALS/BUS CARDS/WSR RENTA	10427 08601
1821 - FIA CARD SERVICES		4442-0413	INV	4/26/2013	\$92.36	75298	4442-CITY-CC MEALS/BUS CARDS/WSR RENTA	10433 06200
1821 - FIA CARD SERVICES		4442-0413	INV	4/26/2013	\$100.14	75298	4442-CITY-CC MEALS/BUS CARDS/WSR RENTA	10411 09500
1821 - FIA CARD SERVICES		4442-0413	INV	4/26/2013	\$200.00	75298	4442-CITY-CC MEALS/BUS CARDS/WSR RENTA	10420 02625
1821 - FIA CARD SERVICES		2510-0413	INV	4/26/2013	\$25.77	75299	2510-WHITING-COMP MAINT/INMATE MEALS/A	10421 06400
1821 - FIA CARD SERVICES		2510-0413	INV	4/26/2013	\$60.36	75299	2510-WHITING-COMP MAINT/INMATE MEALS/A	10421 09500
1821 - FIA CARD SERVICES		2510-0413	INV	4/26/2013	\$118.22	75299	2510-WHITING-COMP MAINT/INMATE MEALS/A	10421 04150
1821 - FIA CARD SERVICES		2510-0413	INV	4/26/2013	\$186.58	75299	2510-WHITING-COMP MAINT/INMATE MEALS/A	10421 02000
1821 - FIA CARD SERVICES		2510-0413	INV	4/26/2013	\$403.76	75299	2510-WHITING-COMP MAINT/INMATE MEALS/A	10421 06000
1821 - FIA CARD SERVICES		2510-0413	INV	4/26/2013	\$432.26	75299	2510-WHITING-COMP MAINT/INMATE MEALS/A	10421 09000
1898 - FIRST CHOICE SERVICE		712494	INV	4/26/2013	\$21.01	75300	ADM,PLG,CVC,FIN-4/12/13 COFFEE SERVICE	10419 06000
1898 - FIRST CHOICE SERVICE		712494	INV	4/26/2013	\$21.02	75300	ADM,PLG,CVC,FIN-4/12/13 COFFEE SERVICE	10416 06000
1898 - FIRST CHOICE SERVICE		712490	INV	4/26/2013	\$26.51	75300	GAR,ST,TRN-4/12/13 COFFEE SERVICE	10433 06000
1898 - FIRST CHOICE SERVICE		712490	INV	4/26/2013	\$26.51	75300	GAR,ST,TRN-4/12/13 COFFEE SERVICE	59459 06000
1898 - FIRST CHOICE SERVICE		712490	INV	4/26/2013	\$26.53	75300	GAR,ST,TRN-4/12/13 COFFEE SERVICE	62462 06000
1898 - FIRST CHOICE SERVICE		712494	INV	4/26/2013	\$42.02	75300	ADM,PLG,CVC,FIN-4/12/13 COFFEE SERVICE	10413 06000
1898 - FIRST CHOICE SERVICE		712494	INV	4/26/2013	\$42.02	75300	ADM,PLG,CVC,FIN-4/12/13 COFFEE SERVICE	10415 06000
1898 - FIRST CHOICE SERVICE		712491	INV	4/26/2013	\$87.47	75300	PD-4/12/13 COFFEE SERVICE	10421 06000
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$40.01	75301	05/13 HEALTH INSURANCE PREMIUM	38438 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$78.32	75301	05/13 HEALTH INSURANCE PREMIUM	67467 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$78.32	75301	05/13 HEALTH INSURANCE PREMIUM	70470 01445

CITY OF TAMPA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$78.33	75301	05/13 HEALTH INSURANCE PREMIUM	58458 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$78.33	75301	05/13 HEALTH INSURANCE PREMIUM	60460 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$78.33	75301	05/13 HEALTH INSURANCE PREMIUM	61461 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$156.65	75301	05/13 HEALTH INSURANCE PREMIUM	65465 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$360.13	75301	05/13 HEALTH INSURANCE PREMIUM	10416 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$593.26	75301	05/13 HEALTH INSURANCE PREMIUM	51451 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$704.94	75301	05/13 HEALTH INSURANCE PREMIUM	10412 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$783.27	75301	05/13 HEALTH INSURANCE PREMIUM	10424 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$783.27	75301	05/13 HEALTH INSURANCE PREMIUM	10433 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$783.27	75301	05/13 HEALTH INSURANCE PREMIUM	59459 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$800.28	75301	05/13 HEALTH INSURANCE PREMIUM	10000 00245
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,186.51	75301	05/13 HEALTH INSURANCE PREMIUM	10415 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,186.51	75301	05/13 HEALTH INSURANCE PREMIUM	10425 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,186.51	75301	05/13 HEALTH INSURANCE PREMIUM	10431 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,186.51	75301	05/13 HEALTH INSURANCE PREMIUM	50450 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,435.40	75301	05/13 HEALTH INSURANCE PREMIUM	10419 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$3,251.63	75301	05/13 HEALTH INSURANCE PREMIUM	62462 01445
2031 - GEMCARE HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$6,136.48	75301	05/13 HEALTH INSURANCE PREMIUM	10421 01445
2040 - GENERAL OFFICE		6454	INV	4/26/2013	\$225.75	75302	ADM-MAINT CNTRCT LANIER LD 117 S/N#V451	10413 04100
2178 - GRIFFITH, VINCENT		154	INV	4/26/2013	\$300.00	75303	CC-4/02 COUNCIL MEETING FILMING	10411 03001
2178 - GRIFFITH, VINCENT		155	INV	4/26/2013	\$300.00	75303	CC-4/16 COUNCIL MEETING FILMING	10411 03001
2267 - HELT ENGINEERING, INC.		13-193	INV	4/26/2013	\$122.50	75304	ENG-PLAN CHECK-LLA 2013-03(MAIN ST)	10432 03000
2267 - HELT ENGINEERING, INC.		13-192	INV	4/26/2013	\$165.00	75304	ST-CENTER ST. RECONSTRUCTION	10733 00021

CITY OF TAHOE CA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2267 - HELT ENGINEERING, INC.		13-187	INV	4/26/2013	\$207.50	75304	ST-6TH ST RSTP (WARREN TO ASH ST-VARIOU	10733 00018
2267 - HELT ENGINEERING, INC.		13-189	INV	4/26/2013	\$250.00	75304	ST-CMAQ BUS SHELTERS	10733 00121
2267 - HELT ENGINEERING, INC.		13-194	INV	4/26/2013	\$645.00	75304	ENG-PLAN CHECK-BLACKGOLD EXTENTION E.	10432 03000
2267 - HELT ENGINEERING, INC.		13-190	INV	4/26/2013	\$1,472.50	75304	ST-FEDERAL SAFE ROUTES TO SCHOOL CYCLE	10733 00025
2267 - HELT ENGINEERING, INC.		13-191	INV	4/26/2013	\$4,554.21	75304	ST-TEA-HILLARD ST PATH(RLS TO TRLS EXTEN	10733 00020
2267 - HELT ENGINEERING, INC.		13-188	INV	4/26/2013	\$4,606.51	75304	ST-10TH ST REHABILITATION-KERN ST TO ASH	10733 00110
2204 - HdL SOFTWARE, LLC		0009147-IN	INV	4/26/2013	\$251.17	75305	FIN-ANNUAL BUS LIC SOFTWARE 5/1/13-4/30/14	10419 04150
2204 - HdL SOFTWARE, LLC		0009147-IN	INV	4/26/2013	\$1,255.87	75305	FIN-ANNUAL BUS LIC SOFTWARE 5/1/13-4/30/14	10000 00206
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$19.32	75306	05/13 HEALTH INSURANCE PREMIUMS	65465 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$38.62	75306	05/13 HEALTH INSURANCE PREMIUMS	70470 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$38.65	75306	05/13 HEALTH INSURANCE PREMIUMS	10432 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$38.65	75306	05/13 HEALTH INSURANCE PREMIUMS	58458 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$38.65	75306	05/13 HEALTH INSURANCE PREMIUMS	60460 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$114.59	75306	05/13 HEALTH INSURANCE PREMIUMS	51451 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$142.38	75306	05/13 HEALTH INSURANCE PREMIUMS	10000 00227
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$171.89	75306	05/13 HEALTH INSURANCE PREMIUMS	10412 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$189.12	75306	05/13 HEALTH INSURANCE PREMIUMS	10416 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$378.24	75306	05/13 HEALTH INSURANCE PREMIUMS	59459 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$386.45	75306	05/13 HEALTH INSURANCE PREMIUMS	10431 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$572.95	75306	05/13 HEALTH INSURANCE PREMIUMS	10419 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$802.13	75306	05/13 HEALTH INSURANCE PREMIUMS	10427 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$812.16	75306	05/13 HEALTH INSURANCE PREMIUMS	10413 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,003.52	75306	05/13 HEALTH INSURANCE PREMIUMS	10415 01445

CITY OF TAFES CA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,145.90	75306	05/13 HEALTH INSURANCE PREMIUMS	50450 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,184.55	75306	05/13 HEALTH INSURANCE PREMIUMS	61461 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$1,358.72	75306	05/13 HEALTH INSURANCE PREMIUMS	10420 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$3,045.31	75306	05/13 HEALTH INSURANCE PREMIUMS	10421 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$3,192.49	75306	05/13 HEALTH INSURANCE PREMIUMS	62462 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		MAY-2013	INV	4/26/2013	\$3,648.23	75306	05/13 HEALTH INSURANCE PREMIUMS	10433 01445
2921 - COUNTY OF KERN		MARCH-2013	INV	4/26/2013	\$24.50	75307	REF,AC-3/13 GATE FEES	10431 09910
2921 - COUNTY OF KERN		MARCH-2013	INV	4/26/2013	\$8,516.96	75307	REF,AC-3/13 GATE FEES	61461 09930
2837 - KERN CONSULTING, INC		143	INV	4/26/2013	\$6,797.00	75308	SWR-BIOLOGIST SEWER SPILL	60660 10001
2875 - KERN COUNTY BUILDING		0001744-IN	INV	4/26/2013	\$2,759.60	75309	BLD-03/13 INSPECTIONS PER AGR #475-95	10424 03005
3376 - MIDWAY LABORATORY		23739	INV	4/26/2013	\$110.00	75310	FEDWWTP-TOTAL CHLORINE	58458 03001
3376 - MIDWAY LABORATORY		23750	INV	4/26/2013	\$110.00	75310	FEDWWTP-TOTAL CHLORINE	58458 03001
3398 - MISSION LINEN SUPPLY		320216936	INV	4/26/2013	\$56.33	75311	CVC-TOWELS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320216937	INV	4/26/2013	\$78.21	75311	CVC-TOWEL/DUSTMOP/MAT	10416 06400
3398 - MISSION LINEN SUPPLY		320216939	INV	4/26/2013	\$78.28	75311	CVC-TOWEL/DUSTMOP/MAT	10416 06400
12637 - MOOT POINT PRODUCTIONS		041713	INV	4/26/2013	\$275.00	75312	REFUND UNUSED PORTION OF FILM DEPOSIT	10360 00013
3596 - MUNICIPAL CMS		040913	INV	4/26/2013	\$1,970.00	75313	FIN-WEBSITE TRAINING	10419 03005
3600 - NBS		4130001	INV	4/26/2013	\$933.53	75314	SWR/REF-AB MAILING SOLUTIONS PRINT/HAND	60460 03007
3600 - NBS		4130001	INV	4/26/2013	\$933.54	75314	SWR/REF-AB MAILING SOLUTIONS PRINT/HAND	61461 03007
3790 - OFFICE DEPOT		646544861001	INV	4/26/2013	\$39.24	75315	PLG,FIN,ADM-PAPER/LABELS/MARKERS	10413 06000
3790 - OFFICE DEPOT		652757513001	INV	4/26/2013	\$54.90	75315	ADM,TRN-PAPER/WIPES/LABEL/HIGHLIGHTER/	10413 06000
3790 - OFFICE DEPOT		652839633001	INV	4/26/2013	\$67.71	75315	CTYCLK-DATER	10412 06000
3790 - OFFICE DEPOT		646544861001	INV	4/26/2013	\$137.56	75315	PLG,FIN,ADM-PAPER/LABELS/MARKERS	10419 06000

CITY OF TAHOE CA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
3790 - OFFICE DEPOT		646544861001	INV	4/26/2013	\$149.48	75315	PLG,FIN,ADM-PAPER/LABELS/MARKERS	10415 06000
3790 - OFFICE DEPOT		652757513001	INV	4/26/2013	\$194.37	75315	ADM,TRN-PAPER/WIPES/LABEL/HIGHLIGHTER/	62462 06000
4125 - PACIFIC GAS & ELECTRIC		8565-0413	INV	4/26/2013	\$28.75	75316	6TH & SUPPLY ROW 3/7-4/4/13	10416 08101
4117 - PACIFIC TELEMAGEMENT SERVICES		516516	INV	4/26/2013	\$80.93	75317	TRN-05/13 PAYPHONE @ TRANSIT STATION	62462 02200
4167 - PATRIOT DIAMOND, INC.		A01564	INV	4/26/2013	\$231.00	75318	ST-COMBO BLADE	10433 06200
4436 - DAVID A. GILL		024556	INV	4/26/2013	\$75.00	75319	T-21 TOWED 6TH ST TO CITY YARD	62462 04200
4436 - DAVID A. GILL		1777	INV	4/26/2013	\$2,254.14	75319	PD-WORK ON 2003 FORD CROWN VIC	10421 04200
4436 - DAVID A. GILL		1770	INV	4/26/2013	\$3,343.00	75319	P-34 2000 FORD EXPEDITION XLT	10421 04200
4430 - PREMIER ACCESS DENTAL		MAY-2013	INV	4/26/2013	\$28.14	75320	05/13 DENTAL INSURANCE PREMUIIMS	10000 00233
4430 - PREMIER ACCESS DENTAL		MAY-2013	INV	4/26/2013	\$2,781.18	75320	05/13 DENTAL INSURANCE PREMUIIMS	10000 00228
4454 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM		4-2013-4	INV	4/26/2013	\$24,840.72	75321	PERS FOR P/R 3/1-3/14/13	10000 00212
4913 - S & S PRINTING		097788	INV	4/26/2013	\$253.48	75322	TRN-BUS TICKETS	62462 06200
5096 - SOUTHERN CALIFORNIA GAS CO.		1558006-0413	INV	4/26/2013	\$19.34	75323	WWTP-3/18-4/15/13 GAS USAGE	70470 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-0413	INV	4/26/2013	\$25.33	75323	ST,GAR,TRN-3/18-4/15/13 GAS USAGE	59459 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-0413	INV	4/26/2013	\$25.33	75323	ST,GAR,TRN-3/18-4/15/13 GAS USAGE	62462 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-0413	INV	4/26/2013	\$25.34	75323	ST,GAR,TRN-3/18-4/15/13 GAS USAGE	10433 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559001-0413	INV	4/26/2013	\$37.58	75323	PD-3/18-4/15/13 GAS USAGE	10421 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559007-0413	INV	4/26/2013	\$160.96	75323	CCF-3/18-4/15/13 GAS USAGE	51451 08100
5174 - STATE FARM INSURANCE COMPANIES		061213	INV	4/26/2013	\$310.00	75324	INSURANCE PREMIUM JIM CUPP	40000 00231
5184 - STATE TREASURER'S OFFICE		PFD12102	INV	4/26/2013	\$500.00	75325	TCDA-DISSIMINATION AGENT FEE	67467 09702
5284 - SUN RIDGE SYSTEMS, INC.		3087	INV	4/26/2013	\$1,402.64	75326	PD-RIMS ANNUAL SUPPORT SERVICES	10000 00206
5284 - SUN RIDGE SYSTEMS, INC.		3087	INV	4/26/2013	\$2,805.36	75326	PD-RIMS ANNUAL SUPPORT SERVICES	10421 04150
5302 - SUTHERLAND, SHAWN WILLIAM		DEC 2012	INV	12/21/2012	\$50.00	75327	PLANNING COMMISSIONER	10415 01301

CITY OF TAFT CA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
5315 - TAFT DISTRICT CHAMBER OF COMMERCE		041213	INV	4/26/2013	\$2,411.89	75328	CC-TOT PER AGREEMENT JULY-SEPT 2012	10411 09300
5315 - TAFT DISTRICT CHAMBER OF COMMERCE		041213A	INV	4/26/2013	\$2,682.34	75328	CC-TOT PER AGREEMENT OCT-DEC 2012	10411 09300
5326 - TAFT CHEVROLET BUICK PONTIAC		68129	INV	4/26/2013	\$8.95	75329	T-15 RETAINER	62462 04200
5326 - TAFT CHEVROLET BUICK PONTIAC		68146	INV	4/26/2013	\$333.58	75329	T-21 FUEL PUMP	62462 04200
3179 - THE TAFT INDEPENDENT		1810	INV	4/26/2013	\$83.70	75330	CC-4/16/13 COUNCIL MEETING NOTICE	10411 09200
6140 - VIBUL TANGPRAPHAPHORN,MD		040113	INV	4/26/2013	\$84.00	75331	PSNL-DMV-PHY D. SUBRIAR	10420 02500
5659 - TOOLS FOR BUSINESS SUCCESS LLC		041713	INV	4/26/2013	\$95.00	75332	ADM,EZ-ANNUAL SUBSCRIPTION	10413 02100
5659 - TOOLS FOR BUSINESS SUCCESS LLC		041713	INV	4/26/2013	\$95.00	75332	ADM,EZ-ANNUAL SUBSCRIPTION	10427 08601
5659 - TOOLS FOR BUSINESS SUCCESS LLC		041713	INV	4/26/2013	\$950.00	75332	ADM,EZ-ANNUAL SUBSCRIPTION	10000 00206
5645 - TRANS UNION LLC		03304112	INV	4/26/2013	\$45.00	75333	PSNL-MEMBERSHIP DUES	10420 02100
5770 - UNISOURCE - NORTHERN CA		619-36112200	INV	4/26/2013	\$1,656.32	75334	CVC-CAN LINERS/TOWELS/CLEANER/DETERGI	10416 06400
6104 - VERIZON CALIFORNIA		CCMCHN-0413	INV	4/26/2013	\$42.69	75335	ADMIN-CCMCHN 04/13	10413 02200
6104 - VERIZON CALIFORNIA		APR-2013-PD	INV	4/26/2013	\$486.19	75335	PD-04/13 SPECIAL ACCESS LINE	10421 02200
5935 - VULCAN		327299	INV	4/26/2013	\$87.16	75336	ST-ST1/2"MM PG64-10	10433 06200
6226 - WALLACE GROUP		34974	INV	4/26/2013	\$1,748.00	75337	WWTP-PROF SER THRU 03/31/13 ENGINEER'S RI	70670 10005
6226 - WALLACE GROUP		34972	INV	4/26/2013	\$2,996.00	75337	FEDWWTP-PROF SER 3/31/13 CHLOR & DECHLC	58458 03000
6226 - WALLACE GROUP		34973	INV	4/26/2013	\$17,949.49	75337	WWTP-PROF SER THRU 03/31/13 IMPROVMENT	70670 10005
6350 - WEST KERN WATER DISTRICT		3604941-0413	INV	4/26/2013	\$40.56	75338	SAGE & A-2/11-4/11/13 WATER USAGE	38438 08100
6350 - WEST KERN WATER DISTRICT		3602691-0413	INV	4/26/2013	\$46.62	75338	WST HILLARD-3/14-4/11/13 WATER USE	10416 08102
6350 - WEST KERN WATER DISTRICT		3506131-0413	INV	4/26/2013	\$47.48	75338	317 LD SUNSET-2/11-4/10/13 WATER USAGE	10416 08102
6350 - WEST KERN WATER DISTRICT		3604951-0413	INV	4/26/2013	\$127.04	75338	TERRACE & MALLORY-2/11-4/11/13 WATER US,	38438 08100
6350 - WEST KERN WATER DISTRICT		3604901-0413	INV	4/26/2013	\$155.27	75338	A&ARROYO ST-2/11-4/11/13 WATER USAGE	38438 08100
6350 - WEST KERN WATER DISTRICT		3600010-0413	INV	4/26/2013	\$473.00	75338	CHURCH & SUNSET-2/11-4/11/13 WATER USAGE	10416 08102

**CITY OF TAFT, CA
ACCOUNTS PAYABLE WARRANT REPORT
PAID INVOICE LIST**

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
6350 - WEST KERN WATER DISTRICT		3600030-0413	INV	4/26/2013	\$770.60	75338	CHURCH ST-2/11-4/11/13 WATER USAGE	10416 08102
6361 - WEST SIDE RECREATION		4092013	INV	4/26/2013	\$15,000.00	75339	CVC-MAINT A ST PARK	10416 08850
12131 - EDWARD WHITING		041813	INV	4/26/2013	\$246.76	75340	REFUND P/R DED- LAPSED LINCOLN BENEFIT	78000 00229

\$280,446.75

**ACCOUNTS PAYABLE CASH DISBURSEMENTS
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON _____

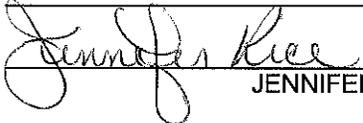
10 GENERAL

\$3,192.75

\$ 3,192.72 OUT OF FUNDS AS NOTED ABOVE

MAYOR

CITY CLERK



JENNIFER RICE

ACCOUNT CLERK II

WARRANT NO.

041713

DATE: 04/17/13

CHECK NUMBER 75272
SPECIAL RUN

TOTAL

\$ 3,192.75

CITY COUNCIL

CITY OF TAFT, ()
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75272	4/17/2013	PRINTED	3152	LIGHT GUARD SYSTEMS, INC.	3,192.75
1 Checks				Cash Account Total:	3,192.75

8:41 am
Wednesday, 24 April, 201

CITY OF TAHOE CA
ACCOUNTS PAYABLE WARRANT REPORT
PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
3152	LIGHT GUARD SYSTEMS, INC.	17708	INV	4/17/2013	\$3,192.75	75272	ST-AMBER LED SIGNAL HEAD ONLY	10433 06200
					\$3,192.75			

**ACCOUNTS PAYABLE CASH DISBURSEMENTS
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON _____

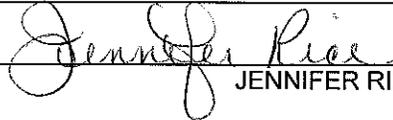
10 GENERAL

\$399.05

\$ 399.05 OUT OF FUNDS AS NOTED ABOVE

MAYOR

CITY CLERK


JENNIFER RICE

ACCOUNT CLERK II

WARRANT NO. 041213

DATE: 04/12/13

CHECK NUMBER 75269-75271
SPECIAL RUN

TOTAL

\$ 399.05

CITY COUNCIL

CITY OF TAFT,
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75269	4/12/2013	PRINTED	853	CA BUILDING STANDARDS COMMISSION	62.00
75270	4/12/2013	PRINTED	1356	STATE OF CALIFORNIA	146.25
75271	4/12/2013	PRINTED	1416	DIVISION OF THE STATE ARCHITECT	190.80
			3 Checks	Cash Account Total:	399.05

CITY OF TAFES CA
ACCOUNTS PAYABLE WARRANT REPORT
PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
853 - CA BUILDING STANDARDS COMMISSION		041013	INV	4/12/2013	\$62.00	75269	PERMIT FEES 1/1-3/31/13	10377 00010
1356 - STATE OF CALIFORNIA		041113	INV	4/12/2013	\$146.25	75270	1/1-3/31/13 STRONG MTN / SEISMIC HZRD MPNC	10377 00004
1416 - DIVISION OF THE STATE ARCHITECT		041113	INV	4/12/2013	\$190.80	75271	1/1-3/31/13 DISABILITY ACCESS & EDUCATION	10321 00003

\$399.05



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

VIDEO RETENTION AND ACTION MINUTES

SUMMARY STATEMENT

At the Council meeting of April 16, 2013, Council gave direction that the City's retention schedule be amended to keep meeting video DVD's for an indefinite period of time. In addition to the retention of meeting videos, Council gave direction that staff could produce "Action Minutes" as opposed to "Synopsis Minutes" when such videos are maintained.

RECOMMENDED ACTION:

Motion to approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING RESOLUTION 2382-97 AS IT PERTAINS TO THE RETENTION OF MEETING RECORDINGS

IMPACT ON BUDGET (Y/N): None

ATTACHMENT (Y/N): Resolution

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING
RESOLUTION 2382-97 AS IT PERTAINS TO THE RETENTION OF MEETING RECORDINGS**

WHEREAS, California Government Code Section 34090 et. Seq. sets forth certain legal requirements relating to the retention of certain municipal records; and

WHEREAS, the Taft City Council has determined that it wishes to set its own retention schedule for video recordings (DVD) of Council and other meetings.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Taft that:

1. Video recordings of Council and other meetings starting from July 2006 and forward, or until such time that such media is no longer supported by electronic technology, shall be retained indefinitely in the City's vault; and
2. Video recordings of Council and other meetings shall be imbedded onto the city's website.
3. Audio only recordings shall follow the approved California Retention Schedule

FURTHERMORE, BE IT RESOLVED by the City Council of the City of Taft has determined that with the permanent retention of recorded meetings, the preparation of 'Action Minutes' shall be an acceptable written record of such meetings.

PASSED, APPROVED AND ADOPTED THE _____ day of _____ 2013.

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC, City Clerk

STATE OF CALIFORNIA }
COUNTY OF KERN }SS
CITY OF TAFT }

I, Louise Hudgens, City Clerk of the City of Taft, California, do hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting thereof held on the _____ day of _____, 2013, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Louise Hudgens, CMC, City Clerk



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JULY 2012 TO SEPTEMBER 2012.

SUMMARY STATEMENT:

The City of Taft and the Taft Chamber of Commerce (“Chamber”) entered into an agreement on September 16, 2008 where the City Council recognized the best interest of the City to financially support the Chamber. The City Council agreed to fund the Chamber in the amount of 25% of the actual Transient Occupancy Tax (“TOT”) received and paid quarterly to the Chamber.

The total amount of TOT received by the October 31, 2012 deadline for the quarter of July 2012 through September 2012 were \$9,647.56 and the amount to be allocated to the Chamber will be \$2,411.89.

RECOMMENDED ACTION:

Motion to approve THE 25% ALLOCATION OF THE TRANSIENT OCCUPANCY TAX TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JULY 2012 THROUGH SEPTEMBER 2012.

IMPACT ON BUDGET (Y/N): Yes

ATTACHMENT (Y/N): No

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
-------------------	--	---------------------



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF OCTOBER 2012 TO DECEMBER 2012.

SUMMARY STATEMENT:

The City of Taft and the Taft Chamber of Commerce (“Chamber”) entered into an agreement on September 16, 2008 where the City Council recognized the best interest of the City to financially support the Chamber. The City Council agreed to fund the Chamber in the amount of 25% of the actual Transient Occupancy Tax (“TOT”) received and paid quarterly to the Chamber.

The total amount of TOT received by the January 31, 2013 deadline for the quarter of October 2012 through December 2012 were \$10,729.37 and the amount to be allocated to the Chamber will be \$2,682.34.

RECOMMENDED ACTION:

Motion to approve THE 25% ALLOCATION OF THE TRANSIENT OCCUPANCY TAX TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF OCTOBER 2012 THROUGH DECEMBER 2012.

IMPACT ON BUDGET (Y/N): Yes

ATTACHMENT (Y/N): No

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
-------------------	--	---------------------



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

AGENDA ITEM:

Approval of a resolution authorizing the signature of Mayor or City Manager for Caltrans Program Supplement Agreement No. N015 (Construct a bike / pedestrian path along Hillard St. from “A” Street Park to Rails to Trails) to Master Agreement 06-5193R.

SUMMARY STATEMENT:

The City of Taft was granted a Transportation Enhancement (TE) project through KernCOG. The project involves the construction of a new paved bike/pedestrian path along the west side of Hillard St. from “A” Street to Rails to Trails (approximately 0.3 miles). Included in the scope of work is landscaping and an approximately 10’ wide sidewalk along the east edge of “A” Street Park. The grant funds are administered by Caltrans. This will project will essentially be a spur off of the Rails to Trails and provide direct access from residential neighborhoods and “A” St. to the newly constructed Rails to Trails Phase II.

City Council authorization is required to authorize the Mayor or City Manager to sign and execute program supplement agreement No. N015 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5193R before preliminary engineering/environmental work can be reimbursed for the project.

The City previously entered into a Master Agreement with Caltrans for Federally Funded Projects under agreement No. 06-5193R on 09/27/07. This agreement is supplemental to this Master Agreement.

RECOMMENDATION:

Motion to approve a resolution titled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N015 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. RPSTPLE-5193 (033) FOR THE PRELIMINARY ENGINEERING OF THE HILLARD ST. BIKE / PEDESTRIAN PATH FROM “A” ST, AND AUTHORIZING THE MAYOR OR CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT.**

IMPACT ON BUDGET (Y/N): YES – Required Local match 11.47% of \$38,406 estimated \$4,406

PREPARED BY: Jerry Helt – City Engineer

ATTACHMENT (Y/N): Yes – Resolution, Program Supplement Agreement

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. N015 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. RPSTPLE-5193 (033) FOR THE PRELIMINARY ENGINEERING OF THE HILLARD ST. BIKE / PEDESTRIAN PATH FROM “A” ST, AND AUTHORIZING THE MAYOR OR CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT.

WHEREAS, the City of Taft entered into a Master Agreement for Federal Funded Projects on 09/27/07 under agreement No. 06-5193R; and

WHEREAS, Program Supplement Agreement No. N015 dated December 20, 2012 provides Federal Funds for Preliminary Engineering/Environmental work for the project to construct a bike/pedestrian path along Hillard St. from “A” St. Park to Rail to Trails; and

WHEREAS, the City the City Council of the City of Taft agrees to terms and conditions of the proposed supplemental agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Taft, does hereby approve Program Supplement Agreement No. N015 for Project No. RPSTPLE-5193(033) and authorizes the Mayor or City Manager to sign and execute the agreement.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2013.

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC, City Clerk

STATE OF CALIFORNIA }
COUNTY OF KERN } SS
CITY OF TAFT }

I, Louise Hudgens, City Clerk of the City of Taft, California, do hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting thereof held on the _____ day of _____, 2013, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Louise Hudgens, City Clerk

PROGRAM SUPPLEMENT NO. N015
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO 06-5193R

Adv Project ID Date: December 20, 2012
 0612000120 Location: 06-KER-0-TAF
 Project Number: RPSTPLE-5193(033)
 E.A. Number:
 Locode: 5193

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/27/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Hillard Street, from 'A' Street to 'Rails to Trails'

TYPE OF WORK: Pedestrian and Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L22E		LOCAL	OTHER
\$38,406.00		\$34,000.00	\$4,406.00	\$0.00

CITY OF TAFT

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 12/21/12 \$34,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive Federal Transportation Enhancement Activities (TEA) fund. The ADMINISTERING AGENCY agrees that any functional or operational change to a TEA PROJECT, before, during or after PROJECT acquisition and/or construction, that does not comply with, or is in conflict with, the TEA program requirements and the original purpose of the project at the time it was programmed may render the PROJECT ineligible for Federal reimbursement and ADMINISTERING AGENCY may be required to reimburse STATE the entire amount of TEA funds contributed to the project or the value of the TEA fund contribution, based upon the fair market value of the acquisition and/or construction, at the time the conflict and/or non-compliance is determined, whichever is greater.
2. The provisions of the Conservation Easement for said land, which relates to changes in land-use, maintenance, transfer of title, etc. are described as "Grant Deed of Conservation Easement," (herein described as Conservation Easement) apply to this project. The section under "Condemnation" of said Conservation Easement pertains to restoration of federal funds in the event the conservation easement is no longer in force.
3. Federal Transportation Enhancement Activities (TEA) funds are being applied toward the acquisition of Real Property for public benefit purposes.
4. Restrictive covenants, for said Real Property, which relate to change in land-use, management and maintenance, transfer of title, etc. are described in the "Agreement Declaring Restrictive Covenants," (herein referred to as Agreement). This Agreement shall be approved by the ADMINISTERING AGENCY and Caltrans prior to the recording. The Agreement will be recorded subsequent to the recording of the Grant Deed.
5. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
6. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the

SPECIAL COVENANTS OR REMARKS

Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

7. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

8. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
9. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

10. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this

SPECIAL COVENANTS OR REMARKS

PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

11. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
12. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
13. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
14. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

15. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

16. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
17. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).



City of Taft Agenda Report

DATE: May 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

Consider approval of a General Plan Amendment to revise the Taft General Plan Land Use Element Map for approximately 10 acres of land generally located west of State Route 33 and south of Wood Street, from Low Density Residential to Industrial. City of Taft, applicant.

SUMMARY STATEMENT:

At its April 16, 2013 regular meeting, the City Council initiated General Plan Amendment (GPA) No. 2013-09 to consider revising the Land Use Element Map for approximately 10 acres of land located generally west of State Route 33 and south of Wood Street, from Low Density Residential (LDR) to Industrial (I). The subject property is a portion of APN No. 220-040-47, and is located west of the Taft Mine (see attached map). The plan amendment was initiated because the current zoning on the property (Industrial Zone District) is inconsistent with the overlying land use designation (LDR). The Westside Economic Development, LLC (WEDC) is pursuing sale of the property and needs the land use designation and zoning to be consistent pursuant to State Law. The precise boundaries of the land use change will be determined with the property transaction.

RECOMMENDED ACTION:

1. Motion to approve a Resolution _____ entitled: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING GENERAL PLAN AMENDMENT (GPA) NO. 2013-09, REVISING THE TAFT GENERAL PLAN LAND USE ELEMENT MAP FOR A 10 ACRE PORTION OF APN NO. 220-040-47 FROM LOW DENSITY RESIDENTIAL (LDR) TO INDUSTRIAL (I).**

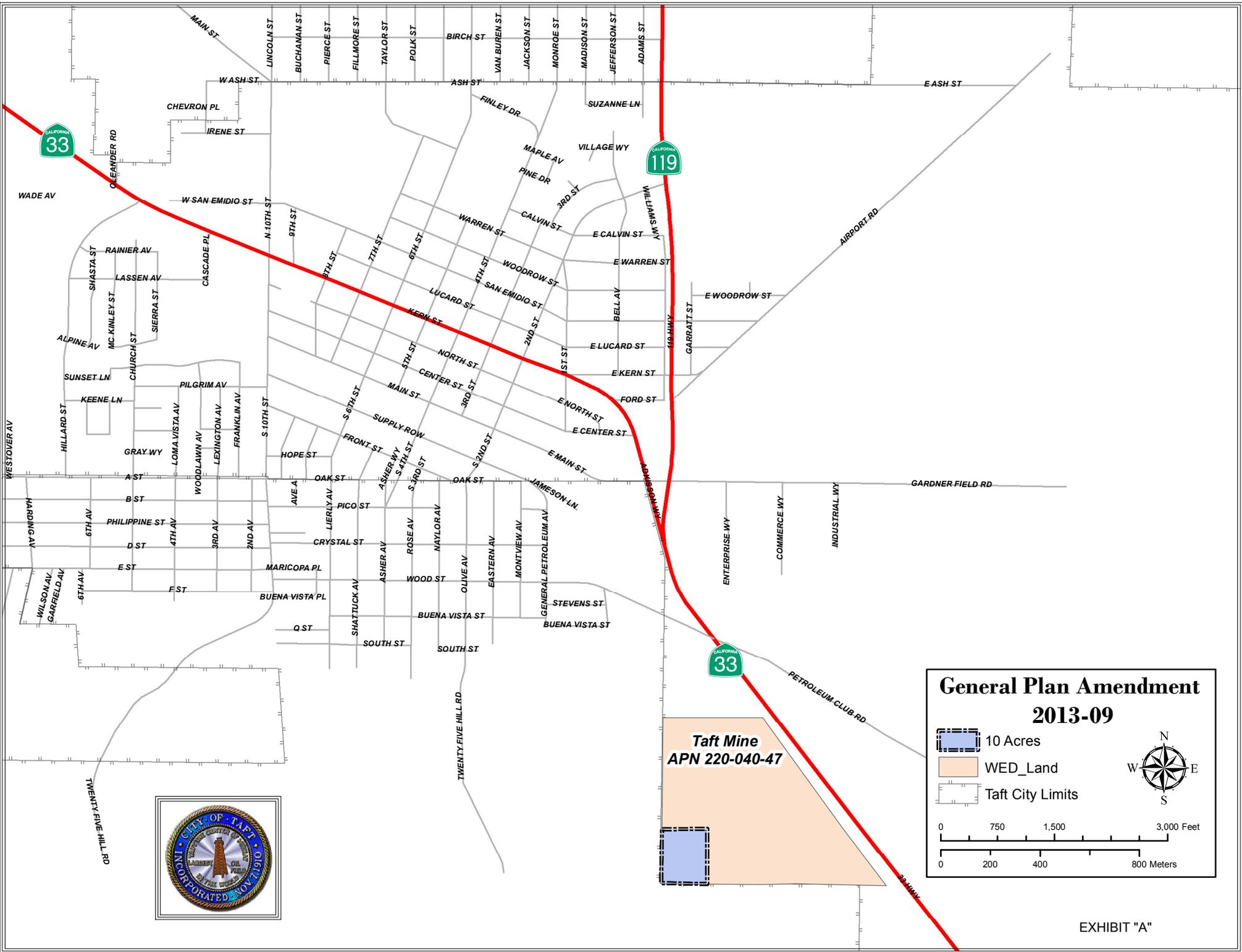
IMPACT ON BUDGET (Y/N): Staff time to process the GPA and noticing expenses.

ATTACHMENT (Y/N): Map of the Subject Property.

PREPARED BY: Mike Waiczis, Director, Planning & Community Development

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
------------	------------------	--------------



General Plan Amendment 2013-09

-  10 Acres
-  WED_Land
-  Taft City Limits

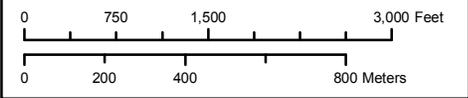


EXHIBIT "A"

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT
APPROVING GENERAL PLAN AMENDMENT (GPA) NO. 2013-09
REVISING THE TAFT GENERAL PLAN LAND USE ELEMENT MAP
FOR A 10 ACRE PORTION OF APN NO. 220-040-47 FROM
LOW DENSITY RESIDENTIAL (LDR) TO INDUSTRIAL (I).**

WHEREAS, the Westside Economic Development, LLC (WEDC) requested the Taft City Council to consider a General Plan Amendment to revise the Taft General Plan Land Use Element Map for approximately 10 acres of land located generally west of State Route 33 and south of Wood Street, from Low Density Residential (LDR) to Industrial (I); and

WHEREAS, the Westside Economic Development, LLC (WEDC) made this request because the current zoning on the property (Industrial Zone District) is inconsistent with the overlying land use designation (Low Density Residential), and the WEDC is pursuing sale of said property that requires the land use designation and zoning to be consistent pursuant to State Law; and

WHEREAS, at its April 16, 2013 regular meeting, the City Council initiated General Plan Amendment (GPA) No. 2013-09 to consider revising the Land Use Element Map for the subject 10 acre property; and

WHEREAS, the City of Taft has thoroughly studied existing and proposed land use and zoning patterns within the vicinity of the 10 acre property subject to General Plan Amendment No. 2013-09, depicted in Exhibit "A" attached hereto, and made a part of this resolution as though fully set forth herein; and

WHEREAS, the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b) 3, which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS, the Planning Commission, at its regular meeting held on _____, recommended that City Council approve General Plan Amendment No. 2013-09; and

WHEREAS, a timely and properly noticed public hearing to consider General Plan Amendment No. 2013-09 was held by the City Council of the City of Taft on _____, and the City Council considered the information and recommendation in the staff report and all public testimony provided regarding this matter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Taft, in a regular session assembled on the _____ day of _____, 2013, resolved to approve General Plan Amendment No. 2013-09.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC, CITY CLERK

Resolution No.: _____
Page 2 of 2

STATE OF CALIFORNIA }
COUNTY OF KERN }
CITY OF TAFT }

I, Louise Hudgens, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the day of , 2013, by the following vote:

AYES: Council Member
NOES: Council Member
ABSENT: Council Member
ABSTAIN: Council Member

Louise Hudgens, CMC
City Clerk



City of Taft Agenda Report

DATE: May 7, 2013

TO: Honorable Mayor and Council Members

FROM: Public Works Department

AGENDA ITEM:

Direct Staff to publicly solicit bids to complete disinfection system upgrades as defined as the Federal WWTP – Disinfection System Upgrade project.

SUMMARY STATEMENT:

The City of Taft owns the Wastewater Treatment Plant (WWTP) located at the Taft Federal Correctional Institution. The plant has been in operation a number of years and treats the influent generated by the prison.

In an effort to enhance the performance of the facility, the City is planning to improve the existing chlorination and dechlorination system that is part of the Chlorine Contact Tank system. Currently the plant operators use daily peak effluent flow rate to set the chlorination and dechlorination dosing rate. This dosing remains at a constant rate throughout the day. By setting the chemical dosing at the maximum flow rate the operators ensure that acceptable chlorine residuals will be maintained. This dosing process requires significant staff time to set up as well as results in excess chemicals being consumed. The proposed project will automate the chemical injection for the disinfection process and implement, at a minimum, include a control feedback loop to manage the process.

Based on meetings with Staff and based on the understanding above, construction documents have been developed that include the suggested changes to the disinfection facilities:

- Re-configuration of the existing effluent box at the chlorine contact tank to allow for reliable effluent sampling.
- Install two new sampling pumps at the chlorine contact chamber and two chemical analyzers in the Utility Building, along with sample water piping from the pumps to the analyzers.
- The installation of a chemical metering controller with feedback
- Install new chlorination and de-chlorination chemical metering pumps along with the chemical feed piping from the pumps to the injection points.
- The installation of a suitable flash mixer. Hypochlorite would be pumped to the flash mixer where it would be released into a rotating impellor facing into the oncoming flow. The resulting chlorination is thorough and results in lower overall chlorine consumption.
- Electrical branch circuits for the new equipment.
- An auto dialer based alarm system to contact plant staff in the event of an operational problem.

- Re-configuration of the weir structure and associated flow measurement equipment to provide more reliable effluent flow measurements.

RECOMMENDATION:

Motion to publicly solicit bids for the completion of upgrades to the disinfection system at the City's Federal Wastewater Treatment Plant. Funding for this work will be obtained from the Federal WWTP Capital Reserves.

IMPACT ON BUDGET (Y/N): YES

ATTACHMENT (Y/N): NO

PREPARED BY: City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------



City of Taft Agenda Report

DATE: May 7, 2013

TO: Honorable Mayor and Council Members

AGENDA MATTER:

Execute contract reassignment from SouthWest Water Company to Severn Trent Services for operations and maintenance of Waste Water Treatment Facilities

SUMMARY STATEMENT:

Currently SWWC Services, Inc. is contracted with the City of Taft for daily operations and maintenance of both the municipal and federal prison wastewater treatment facilities. At this time SWWC Services, Inc. is transitioning many of their contracts to Severn Trent Services. There are no substantive changes to the contract and City staff is told they're to expect no disruption of services. In essence, the reassignment is only a name change of the service provider.

RECOMMENDED ACTION:

Motion to approve and execute contract reassignment with Severn Trent Services.

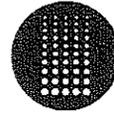
IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Yes (Letter requesting contract reassignment)

PREPARED BY: City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------



**SWWC
Services, Inc.**

A SouthWest Water Company

12535 Reed Road
Sugar Land, TX 77478
Phone 281.207.5800
Fax 281.207.5861
www.swwc.com

March 27, 2013

Mr. Craig Jones
City Manager
City of Taft California
209 East Kern Street
Taft, CA 93268

RE: SWWC Services, Inc. Contract Assignment

Dear Mr. Jones,

The Board of Directors for SouthWest Water Company has made the decision to exit the O&M Services business segment of the company which includes the contract you have with SWWC Services, Inc. For the last year we have had a strategic alliance with Severn Trent Services who we have utilized to successfully exit and transition dozens of our contracts with minimal disruption to our Clients. We are requesting that you sign a simple assignment document, see attached draft, which allows us to transition all our remaining California contracts as a group to Severn Trent Services on April 30, 2013, our proposed closing date for the transaction. Key points of this change are as follows:

- All of the employees that currently service your contract will remain in place and the entire California management team will remain in place as Severn Trent Services employees.
- Severn Trent Services is dedicated to Operation and Maintenance contracts in the Water Industry with significantly more resources to draw from than SouthWest Water. Severn Trent has a strong commitment to their Employees, Clients and the Environment. Enclosed you will find an information package on Severn Trent and you can also visit: WWW.SevernTrentServices.com
- Severn Trent Services currently operates several long term O&M contracts in California and understands the regulatory environment.
- This assignment will not change the pricing or the Terms & Conditions of your existing contract with SWWC Services. This is an unconditional assumption of the contract.

This letter and information package is being presented by the people you know and trust. We understand that this is a change, but through our continuing alliance with Severn Trent, built-up over time, we know this will provide increased opportunities for their new employees as well as an enhanced service level for you.

Sincerely,

Keith Fischer
Managing Director – Services Group
KFischer@SWWC.com

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is entered into by and among **SWWC Services, Inc.**, a Delaware corporation ("SWWCS"), **ECO Resources, Inc.**, a Texas corporation ("ECO Resources," and collectively with SWWCS, the "Assignors"), **Severn Trent Environmental Services, Inc.** ("STES"), a Texas corporation, ("Assignee"), and the **City of Taft**, a California municipal corporation (the "Client").

RECITALS

On _____, 2013 SWWCS and Assignee entered into an Asset Purchase Agreement (the "APA"). Under the terms of the APA, SWWCS has agreed to sell to Assignee certain assets related to SWWCS's business (the "Transaction").

ECO Resources and the Client previously entered into an Agreement dated June 1, 2000 as amended June 21, 2005 and July 18, 2005 (the "Contract"), under which the Client engaged ECO Resources as the operator under this Contract. On or about 2007, such Contract may have been assigned to SWWCS. In connection with the Transaction, Assignors now desire to assign to Assignee, and Assignee desires to acquire from Assignors, all of Assignors' right, title, and interest in and to the Contract as well as assume all their obligations therein. Section VIII (C) of the Contract requires the Client's consent to an assignment of the Contract by SWWCS and/or ECO Resources, as applicable.

Pursuant to this Assignment, Assignors are providing notice of, and are requesting Client's consent to the assignment of the Contract to Assignee, effective as of the closing date of the Transaction (the "Effective Date")

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual agreements set forth herein, the parties agree as follows:

1. Assignors hereby transfer and assign to Assignee for Assignee to assume all of Assignors' right, title, and interest as well as all of their obligations under the Contract beginning as of the Effective Date hereof.
2. Assignee hereby accepts such assignment from Assignors and expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions and obligations of Assignors under the Contract.
3. The Client hereby consents to the assignment of the Contract from Assignors to Assignee, in accordance with the terms of this Assignment; provided, however, Assignors shall

remain responsible pursuant to the Contract for obligations, or actions or inactions, of Assignors accruing, or occurring, prior to the Effective Date.

4. Assignors shall transfer to Client or its designee, at no cost to Client, the original records that Assignors have received or maintained on behalf of Client within thirty (30) days following the Effective Date, but will deliver all records related to billing and other items necessary for the operation of the Client's Facilities at the Effective Date. To the degree allowed by law, Assignors may make copies, at Assignors' expense, of those records.

5. This Assignment may be executed in one or more counterparts, including without limitation, facsimile or electronically reproduced counterparts, and all executed counterparts, when taken together, will constitute sufficient proof of the parties' entry into this Assignment.

6. In the event that the Transaction is not consummated, this Assignment shall be of no force or effect.

ASSIGNORS:

SWWC Services, Inc.,
a Delaware corporation

By: *Keith Fischer*

Name: Keith Fischer

Title: President

Date: _____, 2013

ASSIGNEE:

Severn Trent Environmental Services, Inc.,
a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____, 2013

ECO Resources, Inc.,

a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____, 2013

CONSENTED AND AGREED TO BY:

CLIENT:

City of Taft, a California municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2013



City of Taft Agenda Report

DATE: May 7, 2013

TO: Honorable Mayor and Council Members

AGENDA MATTER:

Execute service agreement with Bright House to provide telephone and internet service at the Waste Water Treatment Plant.

SUMMARY STATEMENT:

Staff has been working on efforts to bring cable internet services to the eastern portion of our city limits in the area of Gas Co. Road. Our waste water treatment staff has requested to be included in this plan which would bring long needed internet service to the plant.

Bright House has provided the city with an agreement which by contract would be paid for by our contract waste water plant contract company South West Water or their successor.

RECOMMENDED ACTION:

Execute service agreement with Bright House for telephone and internet service at the Waste Water Treatment Plant.

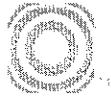
IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Yes agreement

PREPARED BY: City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------



Service Agreement Terms and Conditions

This Bright House Networks Business Solutions Services Agreement ("Services Agreement") is between customer identified below ("Customer") and Bright House Networks ("Operator").

Bright House Networks Business Solutions Information

Bright House Networks Business Solutions

Contact: Elaine McNearney
Telephone: 661-395-3315 x3315
Facsimile: 661-873-4050

Customer Information

Customer Name		Account Number	Federal Tax ID	
City of Taft Waste Water Treatment Plant			95-6000800	
Customer Address	Suite	City	State	ZIP
1120 E Ashe ST		Taft	CA	93268
Customer Contact		Phone	Fax	
Christy Lowe		661-763-1222	--	
Billing Address	Suite	City	State	ZIP
1120 E Ashe ST		Taft	CA	93268
Billing Contact		Phone	Fax	

Service Agreement

The terms and conditions of the Services Agreement are available at www.brightbiz.com/legal.aspx, a copy of which will be provided to customer upon request. Such terms and conditions are incorporated herein by this reference. By executing this Services Agreement where indicated below, Customer acknowledges that (1) customer accepts and agrees to be bound by all terms of the Services Agreement, including section 21 thereof, which provides that the parties desire to resolve disputes relating to the Bright House Networks Business Solutions services agreement through arbitration; (2) by agreeing to arbitration, customer is giving up various rights, including the right to trial by jury, and (3) all applicable Service Orders.

Authorized Signature for Bright House Networks
Business Solutions

Authorized Signature for City of Taft Waste Water
Treatment Plant

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed



Business Services Phone and Bundles Customer Service Order

Client Information

Business Name		Account Number		
City of Taft Waste Water Treatment Plant				
Contact		Phone	Fax	
Christy Lowe		661-763-1222	--	
Service Address	Suite	City	State	ZIP
1120 E Ashe ST		Taft	CA	93268
Billing Address	Suite	City	State	ZIP
1120 E Ashe ST		Taft	CA	93268
Account Executive		Phone	Fax	
Elaine McNearney		661-395-3315 x3315	661-873-4050	
Federal Tax ID	Tax Exempt Certificate	Tax Exempt Status		
95-6000800		<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other		

Order Information

Order Type	Proposed Install Date	Porting	Hunting
New		Yes	None
Entity Type	Customer Type		
Current LEC	LEC BTN		
Verizon			
Account Authorization			

Additional Order Comments

porting two lines and adding internet with WLAN.

Line Attributes

Line & Type	Number & Call ID Display	Features										Directory Listing		
		HG	SEQ	VM	CW	3WT	AC	NSF	Call ID Priv	OB Call Block	IB Call Block	E-911 Location	YPHV & Listing Details	
1-B Phone	661-765-2716 CITY OF TAFT WA					x					900INT	CTP	NA NA NA	<u>Waste Water Treatment</u> City of Taft Water 1120 E Ashe ST Taft, CA 93268
2 Phone	661-765-4056 CITY OF TAFT WA					x					900INT	CTP	NA NA NA	Private

Line Type: 'B' notation designates the Billing Telephone Number

Features: (HG) Hunt Group, (SEQ) Hunt Group Sequence, (VM) Voice Mail, (CW) Call Waiting, (3WT) Three Way Transfer, (AC) Account Codes, (NSF) No Star Features

Outbound: (900) 900 Numbers, (INT) International (900INT) 900 and International (ACB) All Charges Blocked: 411 900 976 INTL OS/DA (OBR) Outbound Restricted: Allows only 611 and 911

Inbound: (COL) Collect, (TP) Third Party (CTP) Collect and Third Party (IBR) Inbound Restricted

Dir (YPHV) Yellow Page Heading Verbiage

Listing:

Services, Fees, and Terms

Services Selected	Quantity	One Time Charge	Monthly Recurring Fee	Monthly Recurring Total*	Initial Service Period Months
3YR 35M x 3M Bundled	1	\$99.95	\$110.00	\$110.00	60
3 YR 2 Full Featured Line w/ multi service	1	\$0.00	\$65.90	\$65.90	60
Wi-Fi Network Installation	1	\$99.00	\$0.00	\$0.00	60
BHN Hotspot - Opt Out	1	\$0.00	\$0.00	\$0.00	60
Total*		\$198.95		\$175.90	

*Prices do not include taxes and fees.

The services, products, prices and terms identified on this Service Order constitute Bright House Networks Business Solutions' offer to provide such services on such terms. Until customer has accepted this offer by signing as appropriate below, Bright House Networks Business Solutions reserves the right to rescind this offer at any time, at its sole discretion.

This Service Order shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Service Order. Service Order terms and corresponding monthly billing will commence on actual service installation date.

Business TV is delivered on a month to month basis and subject to annual rate increases.

Business Solutions customers will receive a complimentary WiFi Hotspot with any new Broadband Internet Services ordered unless otherwise noted above.

 Authorized Signature for Bright House Networks
 Business Solutions

X

 Authorized Signature for City of Taft Waste Water
 Treatment Plant

 Printed Name and Title

 Printed Name and Title

 Date Signed

 Date Signed



**Business Solutions Phone Services
Letter of Agency**

Company Name: City of Taft Waste Water Treatment Plant
Billing Address: 1120 E Ashe ST , Taft , CA 93268

By initialing the following items, I designate Bright House Networks Business Solutions to be the service provider for the telephone number(s) listed on the attached Service Order:

- _____ I choose Bright House Networks Business Solutions to provide local telephone service for the telephone number(s) listed on the attached Service Order.
Initial Here
- _____ I choose Bright House Networks Business Solutions to provide local toll telephone service for the telephone number(s) listed on the attached Service Order.
Initial Here
- _____ I choose Bright House Networks Business Solutions to provide long distance toll telephone service for the telephone number(s) listed on the attached Service Order.
Initial Here
- _____ I choose Bright House Networks Business Solutions to provide international toll telephone service for the telephone number(s) listed on the attached Service Order.
Initial Here

I am at least 18 years of age and I am authorized to designate the provider for the services and telephone number(s) identified above. I understand that I may choose only one provider for each telephone service and number identified herein. By signing my name below, I acknowledge that I have read and understand these statements and authorize Bright House Networks Business Solutions to act as my agent for these provider designation.

X

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)



**Business Solutions Phone Services
E911 Notice and Agreement
Regarding End Users**

The Business Solutions voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Bright House Networks network failure, Enhanced 9-1-1 services may not be available.

The Bright House Networks Business Solutions Services Agreement prohibits moving the voice-enabled customer premise equipment to a new address. If you do so, Enhanced 9-1-1 services will not operate properly and emergency operators will be unable to accurately identify the caller's address. If you would like to move your service to a new address you must call Bright House Networks. Your signature below indicates that you have read, understand and acknowledge this 9-1-1 Notice.

X

(Authorized Customer Signature)

(Date Signed)



Business Phone Customer Service Record Query Authorization

Customer consents to Bright House Networks Business Solutions's access to and use of information regarding the Customer's local, long distance and international communications services, customer service reports, and credit and billing history, with respect to the billing telephone number(s) and all associated working telephone numbers listed below and on the attached additional pages, if any for the purpose of calculating pricing plans and proposals. This document does not constitute authorization for Bright House Networks Business Solutions to provide service to Customer. Customer appoints Bright House Networks Business Solutions to act as its agent to the extent necessary to acquire the information described herein from the entities indicated below:

Local Exchange Carrier(s) Inter-LATA Toll Carrier(s) Intra-LATA Toll Carrier(s)

Customer Information

Name		Account Number	Federal Tax ID	
City of Taft Waste Water Treatment Plant			95-6000800	
Contact				
Christy Lowe				
Billing Address	Suite	City	State	ZIP
1120 E Ashe ST		Taft	CA	93268
Service Address	Suite	City	State	ZIP
1120 E Ashe ST		Taft	CA	93268
Account Executive		Phone	Fax	
Elaine McNearney		661-395-3315 x3315	661-873-4050	
Current LEC		Current IXC		
Verizon				

Telephone Number Information

Billing Telephone Number(s):

Working Telephone Number(s)	Local	LD	Working Telephone Number(s)	Local	LD
661-765-2716					
661-765-4056					

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING

(Customer Name)

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

**Rider to
Bright House Networks Business Solutions Services Master Agreement
Terms and Conditions (the "Master Agreement")**

EARLY TERMINATION. Section 11.1 in the Master Agreement is hereby deleted in its entirety and replaced with the following: Notwithstanding anything to the contrary herein, upon early termination of an Order by Customer for any reason, other than as set forth in Section 11(a) or 11(b) above, or by BHN for any reason set forth in Section 11(a) or 11(b) above, Customer shall, at BHN's discretion promptly pay BHN an early termination fee equal in the amount of 100% of the remaining Services Charges for the then-current Term for Services.

Customer

By: _____

Print: _____

Title: _____

Date: _____

Bright House Networks, LLC

By: _____

Print: _____

Title: _____

Date: _____

Master agreement can be found at
http://business.brighthouse.com/legal/services_agreement_terms_and_conditions.html



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

VIRTUAL INCUBATOR LICENSE PROGRAM

SUMMARY STATEMENT:

As part of the City’s ongoing effort to increase economic development and in working with Fresno State and the San Joaquin Valley Rural Development Program, the City has been offered a complementary one-year license agreement to participate in the Central Valley Business Incubator Program.

The Central Valley Business Incubator (CVBI) is the number one resource for entrepreneurs wishing to start or expand an enterprise. Currently, CVBI runs a number of programs aimed at economic development through entrepreneurship.

The CVBI Online Virtual Incubator Program (VIP) was developed as a mechanism to provide technical assistance to entrepreneurs desiring to move an idea to market, while working in the convenience of their own space home/office/community/etc.). Each component is designed to maximize the opportunity for a successful business launch.

This agreement will allow up to 100 participants in the Taft area to receive free assistance, research and training to start their own business. In addition, the Taft Chamber of Commerce has agreed to facilitate the issuance of the license program.

RECOMMENDED ACTION:

Motion to enter into a contract with Central Valley Business Incubator, Inc. for a term of one-year for the Virtual Incubator License Program (VIP) at no cost.

SOURCE OF FUNDING: N/A

ATTACHMENT (Y/N): Yes; Contract

PREPARED BY: Office of the City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER

VIRTUAL INCUBATOR LICENSE PROGRAM AGREEMENT

This Virtual Incubator Program (VIP) License Agreement (the "Agreement") is submitted to the Central Valley Business Incubator, Inc., a 501(c)3 with its principle place of business at 1630 E. Shaw Ave, Ste 163, Fresno, CA 93710 ("CVBI"), by the VIP subscriber listed below ("you" or the "Partner").

You are asked to complete the information below and return it to your VIP Representative. **Once CVBI processes your License Agreement you will receive access to the VIP site, which will be co-branded with your logo (high resolution logo provided by partner) and that of your scholarship entity, if applicable**

Partner Information:

Organization: Taft District Chamber of Commerce & City of Taft

Contact Name: Dr. Kathy Orrin & Craig Jones

Address: 400 Kern Street, Taft, CA 93268

Phone: Taft District Chamber of Commerce: (661) 765-2165 & City of Taft: (661) 763-1222

Email Address: kathy.taftchamber@gmail.com & cjones@cityoftaft.org

URL: www.taftchamber.com & www.cityoftaft.org

Scope of Service Area (Demographic, Geographic, Membership-based, Etc): Geographic & Member-based

Primary Zip Codes Served: 93268

This Virtual Incubator License entitles the Partner to:

1. 100 Unique Users of the Virtual Incubator Program.
 - a. Once registered, users have access to the program for the lifetime of the platform.
 - b. The Partner License is valid for one-year. No roll-over of unused registrations.
 - c. Additional registrations may be purchased in blocks of 25 for a \$250 fee
 - d. New users may be added only within the active license timeframe

2. Online programs and services include:
 - a. Assessments
 - i. Business Readiness Assessment (BRA)
 - b. Training Programs
 - i. Idea Feasibility
 - ii. Business Planning
 - iii. Access to Online Library
 - iv. Discounts on Webinars
 - c. Consultation/Coaching
 - i. Online Office Hours (Skype/chat/video conferencing)
 - ii. Email Consultation
 - iii. Telephone Consultation
 - iv. On-site Consulting/Coaching (if applicable)
 - d. Webinars and other trainings as scheduled
 - e. Online Library/Ongoing Educational Modules
 - f. Business Tools
 - g. All other areas of the VIP with the exemption of any fee-per-use test preparation or special

sessions.

3. Partner will receive quarterly Reports
 - a. Demographic & Geographic
 - b. Utilization/Progress Reports

4. For as long as the Partner's license remains current, Partner agrees to:
 - a. Acknowledge Scholarship Organization as supporter of the Partner's Virtual Incubator Program
 - b. Establish a direct link from the Partner's supporter page to CVBI's Online Virtual Incubator website (www.cvbionline.org)
 - c. CVBI grants to Partner, during the term of this Agreement, a non-exclusive, non-transferable, royalty-free right to use a logo designated by CVBI (the "Logo") for purposes of (i) graphically representing & establishing the VIP Online link and (ii) identifying CVBI Online as powered by CVBI.

5. During the term of the Agreement, Partner will engage in at least two (2) marketing activities annually, which focus on the Virtual Incubator. These activities may include, but are not limited to:
 - a. Email or direct mail campaign
 - b. Email introduction of VIP to clients
 - c. Educational/training seminar

6. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party by reason of the material failure of such other party to comply with the terms of this Agreement, as applicable, provided that such failure remains un-remediated at the end of such fifteen (15) day period.

7. Either party shall have the right to terminate this Agreement at any time with sixty (60) days written notice to the other party with no refunds or carryover of services

8. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to any provision of this Agreement, shall be only in a court of the State of California (or, if appropriate, a federal court located within California), and CVBI and the Partner each consents to the jurisdiction of such a court

For Partner:

Is physical space being provided for on-site consultations? **Yes** **No**

The VIP access is live now. Once this agreement is signed, marketing materials and an initial press release will be provided for launch. Other PR opportunities can be discussed with your VIP Representative.

VIP License Terms

Annual License Start Date: April 29, 2013

End Date: April 28, 2014

Users: 100 unique

Additional Users: Blocks of 25 available

Scholarship Agency: OCED at Fresno State

Scholarship Term: 12 Months

Enabling Organization: (Partner)

Primary Lead: Taft District Chamber of Commerce

Telephone Number: (661) 765-2165

Email Address: kathy.taftchamber@gmail.com

CVBI Online:

VIP Contact: Gil Jaramillo

Representative Name: Chelsi Johnston

Address: CVBI-SBDC, 1630 E. Shaw Ave., Ste. 163, Fresno, CA 93710

Phone: (559) 292-9033

Email Address: chelsi@cvbi.org

Primary Consultant: CSU Bakersfield SBDC, Kelly Bearden

Phone: (661) 654-2856

Email Address: sfdc@sub.edu

Virtual Office Hours for this Partner: _____
(Indicate two one-hour blocks of time that you will be available each week for scheduled online meetings with clients of this partner.)

Partner Organization(s):

Name: Dr. Kathy Orrin

Title: Executive Director

Organization: Taft District Chamber of Commerce

Signature: _____

Date: _____

Name: Craig Jones

Title: City Manager

Organization: City of Taft

Signature: _____

Date: _____

CVBI Online:

Name: Chelsi Johnston

Title: Special Projects Manager

Signature: _____

Date: _____



City of Taft Agenda Report

DATE: May 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

Animal Shelter contract MOU with the City of Maricopa

SUMMARY STATEMENT:

The Taft Police Department was contacted by Maricopa City Manager Eric Zeigler about the possibility of using our animal shelter to house any dogs they pick up. He assures us they are financially stable and pay the going rates for daily care, feeding, adoption, and euthinization of animals under law. The City of Maricopa will utilize their own animal control officer and use the City of Taft for housing. Attached is a final draft MOU which has been reviewed by city staff and approved for content. The MOU was adopted and signed last week in the City of Maricopa by their city council.

RECOMMENDED ACTION:

Motion to approve and sign the attached and incorporated MOU for animal shelter services for the City of Maricopa.

FUNDING SOURCE: N/A

ATTACHMENT (Y/N): MOU

PREPARED BY: Ed Whiting – Chief of Police

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------

AGREEMENT

FOR ANIMAL CONTROL SHELTER SERVICES

THIS AGREEMENT is made and entered into this 16th day of April, 2013 by and between the TAFT, a California Municipal Corporation hereinafter referred to as TAFT and the MARICOPA, a California Municipal Corporation, hereinafter referred to as MARICOPA both of whom agree as follows:

WITNESSETH

WHEREAS, TAFT maintains a public animal shelter for the secure and humane impoundment and disposition of animals pursuant to the provisions of Section 25802 of the California Government Code and other applicable Sections of Division 14 and 14.5 of the California Food and Agricultural Code and Chapter 3 of Division 3 of the California Health and Safety Code; and

WHEREAS, MARICOPA desires to utilize the aforementioned animal shelter, operated and maintained by TAFT, to house animals from MARICOPA, and to insure impounded animals are detained in a humane manner and that those animals which must be destroyed, be euthanized in a humane manner; and

WHEREAS TAFT is willing to permit MARICOPA to use its animal shelter for the aforesaid purposes subject to provisions of this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. TERM. The term of the Agreement shall commence on May 1, 2013, and shall terminate on June 30, 2014, unless sooner terminated by mutual consent or by the act of either party hereto by giving thirty (30) days written notice to the other party of its intention to terminate this Agreement. The right of either party to terminate is expressly reserved.
2. CONSIDERATION. TAFT and MARICOPA shall provide the services described below:
 - (a) TAFT shall operate and maintain the Taft Animal Shelter for the sole purpose of receiving impounded cats, dogs, and other animals in accordance with pertinent Federal and State laws and MARICOPA, TAFT, and Kern County ordinances.
 - (b) TAFT shall accept and hold at the Taft Animal Shelter all stray, abandoned, or diseased dogs and other animals abandoned or owned by persons residing within the area served by the City of Maricopa and impounded by MARICOPA for a fee of \$10 .00 per day for each animal placed in the Taft Animal Shelter by MARICOPA.
 1. MARICOPA will only be charged for the number of days required by law that the animal must be retained. i.e.: 5 days normal impound, 10 calendar days for dog bite, 10 business days for dogs impounded where owner is known and owner notified according to law. MARICOPA further agrees to bear TAFT'S actual cost of approximately \$ _____ in euthanizing each unclaimed MARICOPA animal after the legally required holding period has been satisfied.
 - (c) TAFT shall provide animal feed for all animals impounded by MARICOPA

- (c) TAFT shall provide public access hours at least three (3) days per week, six (6) hours per day for the redemption or adoption of cats and dogs.
- (e) The TAFT Animal Shelter will not accept any animals from the citizens of Maricopa who wish to voluntarily relinquish ownership of their animals under this agreement. Animals will only be accepted from MARICOPA's Animal Control Officer.
- (f) TAFT shall maintain an isolation section of the shelter facility for the confinement, observation and care of any animal suspected of rabies or any animal which has bitten or otherwise exposed any person, and the TAFT shall properly dispose of any such animal as provided by law.
- (g) TAFT shall provide and perform all maintenance and repairs to the shelter at no cost to MARICOPA.
- (h) MARICOPA will be responsible for the collection of fees charged by MARICOPA for the impounding of animals that are housed in the TAFT Animal Shelter. MARICOPA will issue a release form to animal owners that will be presented to the Taft Animal Shelter authorizing the release of an impounded animal.
- (i) TAFT shall have the right to keep, at no expense to MARICOPA, after the required impound period, any animal impounded by MARICOPA that has potential for adoption. TAFT shall collect and retain all fees collected from the adoption of MARICOPA animals impounded at the shelter.
- (j) TAFT shall collect and use spay/neuter deposit fees as required by prevailing State law.
- (k) TAFT will, euthanize, and dispose of all cats, all dogs, and all other animals not redeemed or adopted, after the legal holding period, from the Taft Shelter according to law.
- (l) TAFT and MARICOPA shall each provide for and collect and retain the respective fees collected from dog and other animal licensing and permitting fees as required by prevailing State laws and MARICOPA and/or TAFT ordinances.

3. Indemnification:

- (a) It is understood and agreed that neither TAFT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of MARICOPA under or in connection with any work, authority, or jurisdiction delegated to City of Maricopa under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, MARICOPA shall fully indemnify and hold TAFT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of MARICOPA under or in connection with any work, authority or jurisdiction delegated to MARICOPA under this Agreement.

(b) It is understood and agreed that neither MARICOPA nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of any act or omission of TAFT under or in connection with any work, authority, or jurisdiction delegated to TAFT under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, TAFT shall fully indemnify and hold MARICOPA harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of TAFT under or in connection with any work, authority, or jurisdiction delegated to TAFT under this Agreement.

4. NOTICES. All notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Services, registered or certified, postage prepaid and addressed as follows

To MARICOPA: City Administrator
 City of Maricopa
 400 California Street
 Maricopa, CA 93252

To TAFT: City Manager
 City of Taft
 209 East Kern Street
 Taft, CA 93268

The address to which the notices shall be mailed, as aforesaid, to either party shall be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

5. WAIVER OF BREACH: The waiver by either party of any breach of any provision contained herein shall not be or be deemed to be a waiver of such provision for any other purpose, or a waiver of any other provision contained herein.

6. MODIFICATION OF AGREEMENT: This Agreement may only be modified if in writing and signed by both parties.

7. ASSIGNMENT: Neither this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of all parties.

8. COVENANTS AND CONDITIONS: Each provision of this Agreement performable by either of the parties shall be deemed both a covenant and a condition.

9. If either party to this Agreement files a legal action claiming a violation of any provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs incurred in connection with that legal action in addition to any other relief to which that party may be entitled, if any.

10. In the event that any party to the Agreement violates the terms of this Agreement, then the party violating this Agreement shall indemnify the non-breaching party from any and all liability, costs, expenses and fees, including attorney's fees, arising out of that violation.

11. TIME OF ESSENCE: Time is of the essence of each and all the terms and provisions of this Agreement.
12. This Agreement is made and entered into in the State of California and shall be interpreted in accordance with California law

Executed the date and year herein stated:

CITY OF TAFT

Date: _____

By: _____
Paul Linder, Mayor

ATTEST:

APPROVED AS TO FORM

Louise Hudgens, City Clerk

Thomas E. Ebersole, City Attorney

CITY OF MARICOPA

Date: 4-16-13

By: 
Virgil Bell, Mayor

ATTEST:

APPROVED AS TO FORM


Dianna Emfinger, City Clerk

Alan Peake, City Attorney



City of Taft Agenda Report

DATE: May 7, 2013

TO: Honorable Mayor and Council Members

AGENDA MATTER:

Authorize Finance Director to deposit funds in escrow account as directed to by California Department of Fish and Wildlife as a result of the sewer spill that occurred on March 12, 2013.

SUMMARY STATEMENT:

On March 12, 2013 staff discovered a substantial sewer breach which discharged on land owned by the Bureau of Land Management, as well as into the Sandy Creek streambed which is under the jurisdiction of California Department of Fish and Wildlife. City staff was directed by these agencies to employ a licensed biologist to survey the environmental impacts of the spill and provide oversight for cleanup and pipeline repair. Staff hired Matt Perry from Kern Consulting on an emergency basis. W.M. Lyles was hired, also on an emergency basis, to install a sewer diversion around the breached area, diagnose the problem, repair the pipeline, and return the sewer to normal flow. The invoices for those services are still being processed and will be brought before the City Council at the next Council Meeting.

As a result of the spill the City of Taft was required to apply for an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife. Compensatory Mitigation from the ITP is in the amount of \$17,325 to be deposited in an escrow account under the guidance of the City Attorney. The money must be deposited by May 10, 2013 or the City of Taft will be in violation of the ITP.

Staff is still waiting to hear if there will be additional mitigation required by the United States Fish & Wildlife Services and/or the San Joaquin Valley Regional Water Quality Control Board.

RECOMMENDED ACTIONS:

Motion to direct the Finance Director to establish escrow account and deposit \$17,325 therein.

IMPACT ON BUDGET (Y/N): Yes (\$17,325)

ATTACHMENT (Y/N): Yes (Incidental Take Permit No. 2081-2013-015-04)

PREPARED BY: City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER



California Department of Fish and Wildlife
Central Region
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710

California Endangered Species Act
Incidental Take Permit No. 2081-2013-015-04

**CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR**

Authority: This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 *et seq.* CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

Permittee: City of Taft
Principal Officer: Mr. Craig Jones, City Manager
Contact Person: Mr. Craig Jones, (661) 763-1222
Mailing Address: 209 E. Kern Street
Taft, California 93268

Effective Date and Expiration Date of this ITP:

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on **August 18, 2014**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 5.7 of this ITP.

¹Pursuant to Fish and Game Code section 86, "Take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 (for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "take' means to catch, capture or kill").

²The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

Project Location:

The City of Taft Raw Sewage Pipeline Leak Emergency Cleanup and Repair (Project) is generally located at the intersection of State Route (SR) 119 and the Sandy Creek crossing; south of Ash Street and within the City of Taft; in Kern County (See Figure 1) approximately one (1) mile west of the municipal wastewater treatment plant, at latitude 35.149683 N, longitude 119.447116 W (NAD83). The Project encompasses the repair of the raw sewage pipeline and cleanup of the sewage spill at two locations; the first of which is located north of Sandy Creek and the second of which is located south of and within a portion of Sandy Creek. The two Project sites are partially within land owned by the United States Bureau of Land Management (BLM) with the remainder on privately owned lands. The whole of the Project is within the United States Geological Survey Taft quadrangle in Township 32S, Range 24E, Sections 17 and 18 (Mount Diablo Base and Meridian).

Only activities associated with the raw sewage leak emergency cleanup and repair as located in Taft as described above are covered under this ITP.

Project Description:

The Project is the emergency repair of the City of Taft (City) raw sewage transmission pipeline and cleanup of the raw sewage spill that was discovered on Tuesday, March 12, 2013. On or about March 8, 2013, the City experienced a leak in the approximately 18-inch sewer line that transports raw sewage from the City of Taft to the municipal wastewater treatment plant. After an unknown period of time lapsed from the onset of the pipeline leak, the City discovered a pipeline breach adjacent to and south of Sandy Creek. Prior to the discovery, the sewer pipeline breach had spilled approximately 1.89 million gallons of raw sewage into Sandy Creek which flowed for more or less one (1) mile downstream of the initial site, depositing solid waste in the low spots of the bed of the channel while the liquid waste infiltrated and was discharged below the ground surface. Upon further investigation through pot holing adjacent to the pipeline and through the use of remote cameras, the City determined that there were two separate sites along the raw sewage pipeline that were damaged and in need of repair. The second site was discovered at a location north of Sandy Creek.

The Project entails the investigation, excavation, repair, site clean up, and remediation of the damaged pipeline at two separate locations: "Site A" south of Sandy Creek; and "Site B" north of Sandy Creek (Figure 2). Both Sites A and B are located on lands owned by the United States Bureau of Land Management (BLM) as well as privately owned lands. In addition, to halt and prevent any further discharge of raw sewage into Sandy Creek, a temporary soil berm must be constructed within the Sandy Creek channel (Figure 3). The solid waste material deposited within the channel from the spill and pipeline repair will be removed using hand tools and taken off site for appropriate disposal. It is estimated that a total of 1.991 acres will be temporarily disturbed as a result of sewer line repair and creek bed clean-up. Project activities involve:

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

- Sewer line flush, pot holing, and use of a pipeline camera to determine the extent and location of damaged sections of pipe. Where manholes are located within undeveloped land, vegetation removal is required.
- Excavation at Site A to repair the pipeline cap. A back-hoe will be required to excavate and expose the pipeline to reveal the extent and source of the leak. Site A will require approximately 0.093 acres of temporary disturbance. Once the pipeline is repaired the site will be backfilled and re-contoured back to the existing slope.
- Excavation and repair of damaged pipe section at Site B will include approximately 0.861 acres of temporary disturbance. At Site B, excavators will be required to dig a trench to expose approximately 300-feet of damaged pipe which will need to be replaced. The damaged section of clay pipe will be removed and replaced with PVC pipe. Pea gravel will be placed around the new PVC pipe once in place and then the trench will be backfilled and compacted. Once the trench is backfilled, the site will be re-contoured back to the existing slope.
- Construction of a temporary earthen berm will be built in the bed of Sandy Creek to prevent the transport of raw sewage further down the creek and prevent additional downstream contamination. Clean up of sewage solid waste in Sandy Creek will include consolidation and removal by hand crews with rakes and shovels. The solid waste will then be deposited into a loader for transport to a dump truck. In areas where the loader cannot access, an all terrain vehicle (ATV) with a trailer will also be used to haul the solids collected by hand crews to the dump truck. Temporary disturbance from the off road travel, clean-up activities, and berm construction will total approximately 1.037 acres.

Project activities include pot holing for pipeline investigation, habitat clearing, grading, excavation, pipeline repair and replacement, backfilling, berm placement and removal in the Sandy Creek channel, equipment and materials storage, off road travel, clean soil and vegetation stockpiling, and contaminated soil removal within the above identified footprints and acreages. The stockpiled clean soil material will be re-used to fill in the excavations at the end of the Project.

Equipment that will be used to accomplish the above tasks will include a back-hoe, excavators, loader, forklift, and dump trucks. Equipment that will be used for the creek clean up will include rakes, shovels, loader, ATV, and dump trucks.

Incidental Take Permit
 No. 2081-2013-015-04
 CITY OF TAFT
 CITY OF TAFT RAW SEWAGE PIPELINE LEAK
 EMERGENCY CLEANUP AND REPAIR

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Giant kangaroo rat (<i>Dipodomys ingens</i>)	Endangered ³
2. San Joaquin antelope squirrel (<i>Ammospermophilus nelsoni</i>)	Threatened ⁴
3. San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)	Threatened ⁵

These species and only these species are the "Covered Species" for the purposes of this ITP.

Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above that are expected to result in incidental take of individuals of the Covered Species include habitat clearing; grading; excavation to expose the pipeline trench; use of heavy equipment to cut, cap, stabilize, remove, repair and install the new sections of pipeline; backfill and compaction of the pipeline, spills or leaks of hydrocarbons, other chemicals, or raw sewage; and increased traffic along the paved and unpaved access corridors (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur from implementation of the Covered Activities by: den or burrow collapse associated with site preparation and excavation resulting in crushing or suffocation of underground individuals; poisoning from raw sewage exposure or associated chemicals; capture in the exposed pipeline trench; crushing by heavy equipment in the Project area; and vehicle strike on access roads due to increased project related traffic. Incidental take of individuals of the Covered Species may also occur through the capture or entrapment in holes or trenches, uncovering Covered Species through the excavation of dens and burrow systems, by corralling Covered Species into a confined area when barrier fencing is constructed around Sites A and B, and when individuals of the Covered Species are salvaged and relocated out of harms way as required by this ITP.

The Project pipeline is expected to cause the temporary loss of 1.991 acres of alkaline grassland and saltbush scrub habitat for the Covered Species. Impacts of the proposed taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: stress resulting from noise

³See Cal. Code Regs. tit. 14 § 670.5, subd. (a)(6)(C).

⁴See *Id.*, subd. (b)(6)(B).

⁵See *Id.*, subd. (b)(6)(E).

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

and vibration resulting from ground disturbance, long-term effects due to displacement from occupied and preferred habitat, increased competition for food and space, and increased vulnerability to predation. The areas where authorized take of the Covered Species is expected to occur include: access corridors, staging areas, and in the excavation and soil waste cleanup sites (collectively, the Project Area).

Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may/will cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **ESA Compliance:** Permittee shall implement and adhere to the terms and conditions of any Biological Opinion issued as presented in the Code of Federal Regulations (CFR) 50 CFR 402.05 Emergency Circumstances provision pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
3. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

4. General Provisions:

- 4.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 4.2. Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist must be changed.
- 4.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.
- 4.4. Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.

- 4.5. Construction Monitoring Notebook. The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.
- 4.6. Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 4.7. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed, and shall not allow water to form puddles.
- 4.8. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 4.9. Firearms and Dogs. Permittee shall prohibit firearms and domestic dogs from the Project Area and site access routes during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials.
- 4.10. Delineation of Property Boundaries. Before starting Covered Activities along each part of the pipeline route, access routes, and staging area in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 4.11. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 4.12. Project Access. Project-related personnel shall access the Project Area using existing routes and shall not cross Covered Species' habitat outside of or en route

to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.

- 4.13. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area.
- 4.14. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 4.15. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 4.16. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

5. Monitoring, Notification and Reporting Provisions:

- 5.1. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

- 5.2. San Joaquin Antelope Squirrel Relocation Plan. The Permittee shall submit a San Joaquin antelope squirrel (SJAS) relocation plan to CDFW prior to initiating ground-disturbing activities in any areas occupied by SJAS. Relocation activities shall not proceed until the relocation plan has been approved in writing by CDFW's Regional Representative.
- 5.3. Giant Kangaroo Rat Relocation Plan. The Permittee shall submit a giant kangaroo (GKR) relocation plan to CDFW prior to initiating ground-disturbing activities in any areas occupied by GKR. Relocation activities shall not proceed until the relocation plan has been approved in writing by CDFW's Regional Representative.
- 5.4. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.
- 5.5. Bi-monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.4 into a Bi-monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Bi-monthly Compliance Reports shall be submitted to CDFW's Regional Office at the office listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative. At the time of this ITP's approval, the CDFW Regional Representative is Reagan O'Leary (Reagan.O'Leary @wildlife.ca.gov). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 5.6. CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Bi-monthly Compliance Report.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

5.7. Final Mitigation Report. No later than 30 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Bi-monthly Compliance Reports; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

5.8. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

6. Take Minimization Measures:

The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

6.1. Designated Biologist On-site. The Designated Biologist shall be on-site during all activities that may result in the take of Covered Species. Workers shall convey all observations of listed species and their sign during construction activities to the Designated Biologist or Designated Representative.

6.2. Work Hours. Permittee shall confine all construction to daylight hours (sunrise to sunset). Permittee shall ensure that all vehicle traffic necessary during nighttime hours associated with emergency response or security shall be conducted with extra caution to minimize impacts to Covered Species.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

- 6.3. Covered Species Observations. During all phases of Project construction, operation, and cleanup, all workers shall inform the Designated Biologist(s) if a Covered Species is seen within or near the Project Site. All work in the vicinity of the Covered Species, which could injure or kill the animal, shall cease until the Covered Species is moved by the Designated Biologist(s) or it moves from the construction area of its own accord.
- 6.4. Trench Inspection. The Designated Biologist shall inspect all open holes and trenches within the Project Area at the beginning, middle, and end of each day for trapped animals. The Designated Biologist shall inspect all covered holes and trenches at least once daily. To prevent inadvertent entrapment of Covered Species or any other animals, the Designated Biologist shall oversee the covering of all excavated, steep-walled holes or trenches more than two feet deep, or of any depth if they contain water or other material, at the close of each working day by plywood or other barrier materials such that animals are unable to burrow under or enter and become entrapped. Permittee shall provide escape ramps in holes of less than two feet deep that do not hold water or other material, to allow animals to escape. Before holes or trenches are filled, the Designated Biologist shall thoroughly inspect them for trapped animals. If any worker discovers that Covered Species have become trapped, they shall halt Project-related activities and notify the Designated Biologist immediately. Project workers and the Designated Biologist shall allow the Covered Species to escape unimpeded if possible, or the Designated Biologist shall move Covered Species out of harm's way before allowing work to continue. If at any time a trapped or injured Covered Species is discovered, Permittee shall contact the United States Fish and Wildlife Service (USFWS) Sacramento Fish and Wildlife Office and CDFW's Regional Representative within one (1) working day of the incident.
- 6.5. Pipe Inspection. Workers shall thoroughly inspect for Covered Species in all construction pipe, culverts, or similar structures with a diameter of 7.6 centimeters (3 inches) or greater that are stored for one or more overnight periods before the pipe is subsequently moved, buried, or capped. If during inspection one of these animals is discovered inside a pipe, workers shall allow the animal to safely escape that section of pipe before moving and utilizing the pipe. If a San Joaquin kit fox (SJKF) is discovered inside a pipe, that section of pipe shall not be moved until the USFWS and CDFW have been consulted and have given written instruction on how to proceed. If necessary, and under the direct supervision of a Designated Biologist, the pipe may be moved once to remove it from the path of construction activity, until the SJKF has escaped.
- 6.6. Vehicle Inspection. Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is

Incidental Take Permit
No. 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

present, the worker shall wait for the Covered Species to move unimpeded to a safe location.

- 6.7. Flag Burrows. The Designated Biologist shall flag all potential small mammal burrows within 50 feet of the Project Area to alert biological and work crews to their presence. Where feasible, an avoidance buffer of 50 feet or greater around active small mammal burrows shall be maintained.
- 6.8. Delineation of Ingress and Egress Routes. All access roads shall be flagged in the field from the paved road and vehicle operation shall be limited by the Permittee to these designated ingress and egress routes.
- 6.9. Burrow Excavation. The Designated Biologist shall perform or oversee the excavation by hand of any small mammal burrows present within the Project area that cannot be avoided by the 50-foot buffer, and that have the potential to be occupied by the Covered Species. The Designated Biologist shall ensure that any Covered Species encountered in the excavated burrows is relocated in accordance with the approved SJAS and/or GKR Relocation Plan (described in Conditions 5.2 and 5.3).
- 6.10. Record of Handling. The Designated Biologist shall maintain a record of all SJAS and GKR handled, and all documented observations of SJKF. This information for each handled animal shall include for each animal: (1) the locations (Global Positioning System (GPS) coordinates and maps) and time of capture and/or observation as well as release; (2) sex; (3) approximate age (adult / juvenile); (4) weight; (5) general condition and health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, ectoparasites, and injuries; and (6) ambient temperature when handled and released. Information for SJKF shall include for each animal: (1) the locations (Global Positioning System (GPS) coordinates and maps) and time of observation; (2) sex if apparent; (3) approximate age (adult / juvenile) if apparent; (5) any relevant notes pertaining to general condition and health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, and injuries. A Relocation and Observation Summary shall be prepared by the Designated Biologist and included in the Bi-monthly Compliance Report described in Condition of Approval 5.5 of this ITP. The Relocation and Observation Summary in the Final Mitigation Report shall include cumulative results, and analysis of data collected, and conclusions.
- 6.11. SJKF Pre-Construction Surveys. Prior to ground-disturbing activities, the Designated Biologist shall perform a pre-construction survey for SJKF dens (potential, known, active, natal, and atypical) that covers the Project area and a buffer zone of 200 feet beyond the Project area.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

- 6.12. SJKF Den Avoidance. If a potential SJKF den (one that shows evidence of current use or was used in the past) is discovered or a SJKF is found in an "atypical" den (e.g., a pipe or culvert), a 50-foot buffer shall be established around the den using flagging. If a known SJKF den is discovered, a buffer of at least 100 feet shall be established using fencing. If a natal den (den in which SJKF young are reared) is discovered, a buffer of at least 200 feet shall be established using fencing or flagging. Natal dens with pups shall be avoided by at least 500 feet. Buffer zones shall have restricted entry. The Permittee shall notify the USFWS and CDFW's Regional Representative immediately via telephone or e-mail if any SJKF dens, natal dens, or atypical dens are discovered.
- 6.13. SJKF Den Excavation. For active dens, dens known to be active, and potential dens that exhibit signs of SJKF use or characteristics suggestive of SJKF dens (including dens in natural substrate and in/under man-made structures) within the portion of the Project Site to be disturbed and that cannot be avoided as per ITP Condition of Approval 6.12, if, after four consecutive days of monitoring with tracking medium or infrared camera the Designated Biologist(s) has determined that SJKF is not currently present, the den may be destroyed. Any hole three inches or larger and exhibiting no signs of SJKF use or characteristics suggesting it is a SJKF den may be excavated under the supervision of the Designated Biologist(s) without advance tracking or camera monitoring. Natal dens shall not be excavated until the pups and adults have vacated the den and then only after concurrence from the USFWS and CDFW. If the excavation process reveals evidence of current use by SJKF then den destruction shall cease immediately and tracking or camera monitoring as described above shall be conducted/resumed. Destruction of the den may be completed when, in the judgment of the Designated Biologist(s), the animal has escaped from the partially destroyed den. Destruction of all types of SJKF dens shall be accomplished by careful excavation until it is certain no individuals of SJKF are inside. Dens to be destroyed shall be fully excavated, filled with dirt and compacted to ensure that SJKF cannot reenter or use the den during the construction period. If an individual of SJKF does not vacate a den within the construction footprint within a reasonable timeframe, CDFW and the USFWS shall be contacted and the Permittee shall get written guidance (e-mail will suffice) from both agencies prior to proceeding with den destruction.
- 6.14. SJKF Den Replacement. Permittee shall replace each potential, known, and active SJKF den that must be destroyed with an artificial den, to compensate for the loss of important shelter used by SJKF for protection, reproduction, and escape from predators. The Designated Biologist shall determine the appropriate design and placement through consultation with USFWS and CDFW on a site-specific basis.

6.15. Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report. Notification shall include the date, time, location (GPS coordinates) and circumstances of the incident, and the name of the facility where the animal was taken.

7. Habitat Management Land Acquisition:

CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall provide for both the permanent protection and management of 2.19 acres of Habitat Management (HM) lands owned in fee by the Permittee and pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below. The parcel proposed to be used as HM lands for the Project is depicted under Kern County Assessor's Parcel Number 032-220-60 and consists of approximately 9 acres. Prior to CDFW conceptually approving the Permittee proposed compensation lands as suitable to meet the HM land mitigation requirement, CDFW shall review applicable Covered Species survey information, conduct a site visit, review information as described in Condition of Approval 8.2.3, and receive written verification from the City of Taft that the City Council has approved the parcel for use as HM lands. If Assessor's Parcel Number 032-220-60 is conceptually approved as HM land mitigation, it is the intent of the City of Taft to permanently protect the whole of the parcel and compensation for this ITP in the amount of 2.19 acres shall be subtracted from the 9 acres, thus leaving the remainder acreage of 6.81 acres available to the Permittee for future projects requiring State take authorization for GKR, SJAS, and SJKF.

Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.

Incidental Take Permit
No. 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

7.1. Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:

7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.2 below, estimated at \$2,500.00/acre for 2.19 acres: **\$5,475.00**. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

7.1.2. Interim management period funding as described in Condition of Approval 7.2.6 below, estimated at **\$375.00**;

7.1.3. Long-term management funding as described in Condition of Approval 7.3 below, estimated at \$2,500.00/acre for 2.19 acres: **\$5,475.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

7.1.4. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 7.4, estimated at **\$6,000.00**.

7.2. Habitat Acquisition and Protection. To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:

7.2.1. Fee Title/Conservation Easement. Transfer fee title to the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

- 7.2.2. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (see Attachment 2B) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 7.2.3. HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2A). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 7.2.4. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified.
- 7.2.5. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <http://www.dfg.ca.gov/habcon/conplan/mitbank/>); (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing an initial four-strand barbed wire fence with metal t-posts every 10 feet on center with one eighteen-foot swinging gate (e.g., Powder River Gate) with six-inch corner supports to encompass and secure the 9 acres of HM Lands (Assessor's Parcel Number 032-220-60); (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;
- 7.2.6. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

- 7.3. Endowment Fund. If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 7.2, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 7.2.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

- 7.3.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its approval or

Incidental Take Permit
No. 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

disapproval of the proposed Endowment Manager. If CDFW does not approve the proposed Endowment Manager, it shall provide Permittee with a written explanation of the reasons for its disapproval;

7.3.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.

7.3.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.

7.3.2.2. Endowment Buffers/Assumptions. Permittee shall include in PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

7.3.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

7.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

7.3.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

7.3.3. Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in

compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

- 7.4. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

8. Performance Security

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

- 8.1. Security Amount. The Security shall be in the amount of **\$17,325.00**. This amount is based on the cost estimates identified in Condition of Approval 7.1 above.
- 8.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 8.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 8.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 8.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 8.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 8.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

received confirmation that all secured requirements have been satisfied, as evidenced by:

- Written documentation of the acquisition of the HM lands;
- Copies of all executed and recorded conservation easements;
- Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
- Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

Stop-Work Order:

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 days to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

Notices:

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
1416 Ninth Street, Suite 1260
Sacramento, California 95814

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2013-015-04) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Jeffrey R. Single, Ph.D., Regional Manager
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 243-4005
Fax (559) 243-4022

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Reagen O'Leary
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 243-4014, extension 244
Fax (559) 243-4020

Compliance with CEQA:

As the "public agency which has the principal responsibility of... approving [the Project]," (Pub. Resources Code, §21067), CDFW is the lead agency for the Project for purposes of

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

complying with the California Environmental Quality Act (CEQA, Pub. Resources Code, §21000 *et seq.*). CDFW has determined that this Project is exempt from CEQA because it is an action "necessary to prevent or mitigate an emergency." (Pub. Resources Code, §21080, subd. (b)(4).) CDFW has filed a Notice of Exemption for the Project.

Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) Bi-monthly Compliance Reports; (2) establishment of avoidance zones; (3) worker education; and (4) permanent habitat protection. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 2.19 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;

Incidental Take Permit
No 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

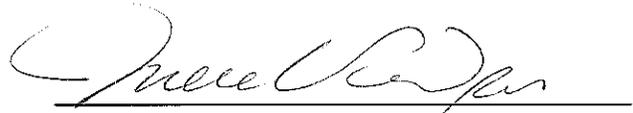
Attachments:

FIGURE 1	Map of Project Area
FIGURE 2	Map of Pipeline Repair Site A and Site B
FIGURE 3	Map of Temporary Berm Location in Sandy Creek
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2A, 2B	Habitat Management Lands Checklist; Proposed Lands for Acquisition Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

Incidental Take Permit
 No 2081-2013-015-04
 CITY OF TAFT
 CITY OF TAFT RAW SEWAGE PIPELINE LEAK
 EMERGENCY CLEANUP AND REPAIR

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 3/20/13



Jeffrey R. Single, Ph.D.
Regional Manager
CENTRAL REGION

ACKNOWLEDGMENT

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions

By:  Date: 03/25/13

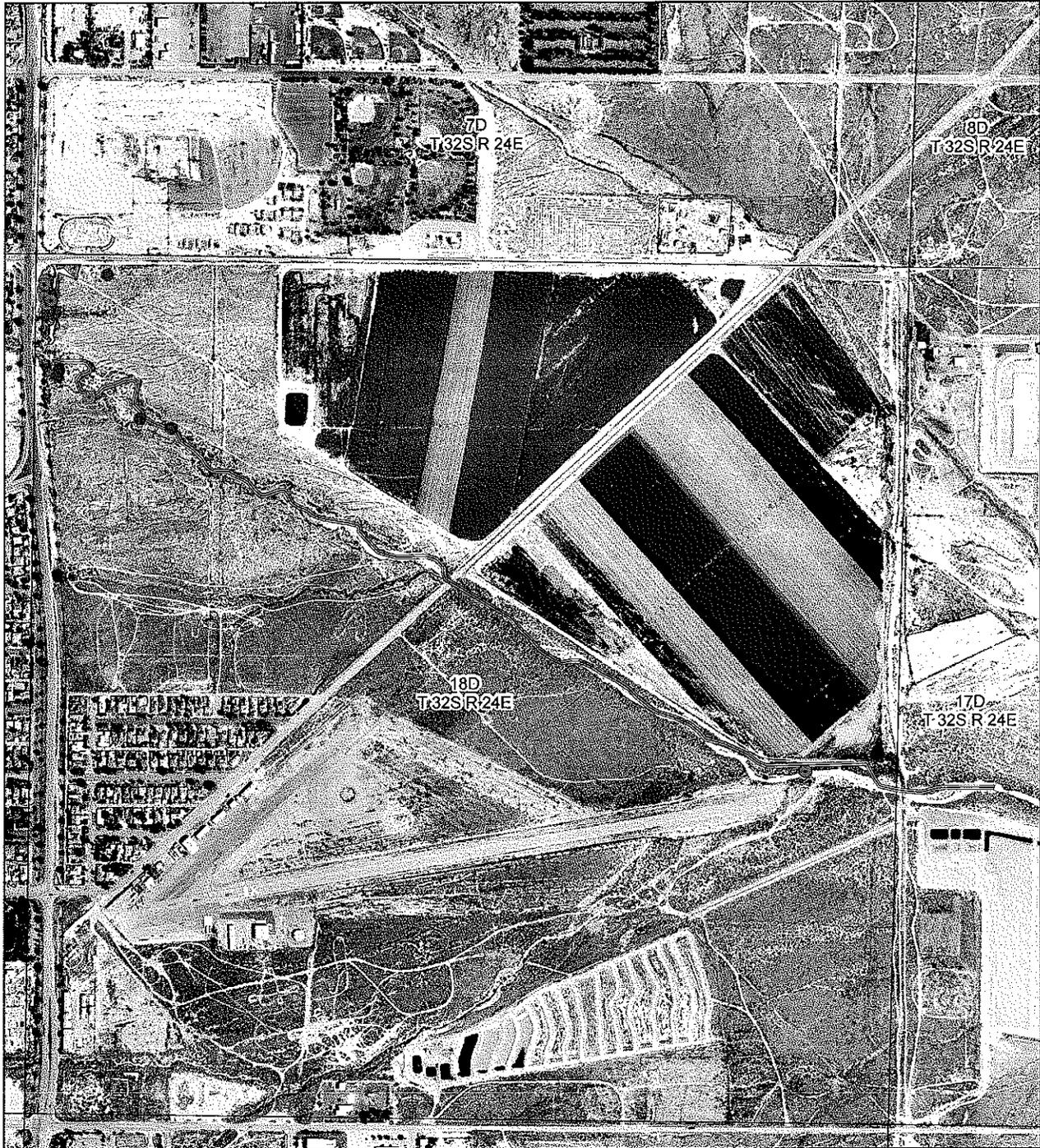
Printed Name: Craig Jones Title: City Manager

Incidental Take Permit
No. 2081-2013-015-04
CITY OF TAFT
CITY OF TAFT RAW SEWAGE PIPELINE LEAK
EMERGENCY CLEANUP AND REPAIR

City of Taft Sewer Repair and Clean-Up

Sandy Creek Spill Area

Date: 3/18/2013



0 0.05 0.1
Miles

1 inch:312 feet

Section: 18D
Lease ID: CAS 019577
Township 32S Range 24E
Nad 83 Coordinates: California V
Lat: 35 149683 N Long: 119 447116 W

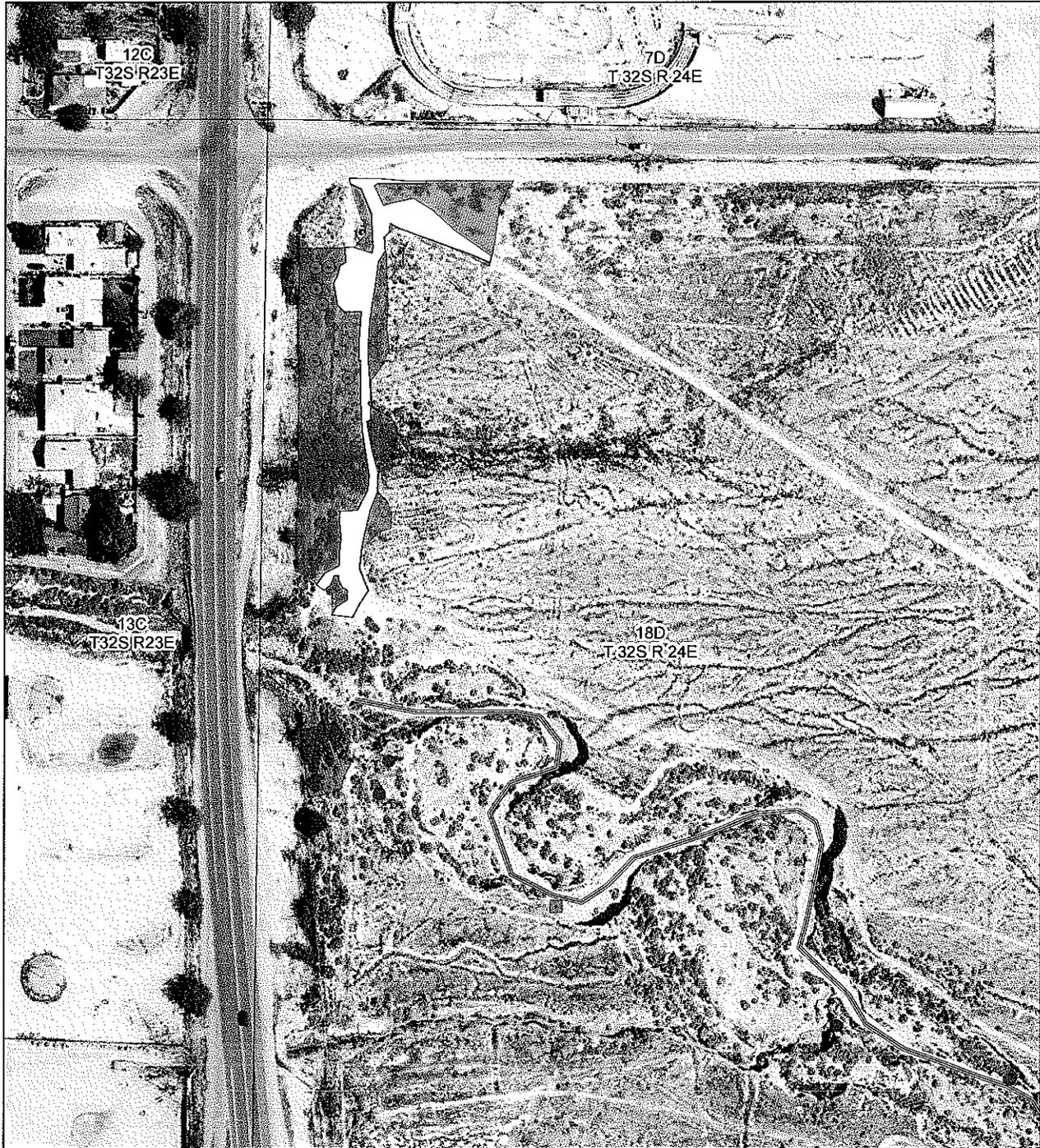
Figure 1

-  Project Area A (0.093 Ac.)
-  Project Area B (0.861 Ac.)
-  Berm (0.070 Ac.)
-  Sandy Creek Spill (0.967 Ac.)
-  Potential Kit Fox Den
-  Potential Burrowing Owl Burrow
-  Small Mammal Burrows

City of Taft Sewer Repair and Clean-Up

Project Sites A and B

Date: 3/18/2013



0 0.05 0.1
Miles

1 inch:312 feet

Section: 18D
Lease ID: CAS 019577
Township 32S Range 24E
Nad 83 Coordinates: California V
Lat: 35 149683 N Long: 119 447116 W

Figure 2

 Project Area A (0.093 Ac.)

 Project Area B (0.861 Ac.)

 Sandy Creek Spill (0.967 Ac.)

 Potential Kit Fox Den

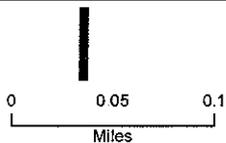
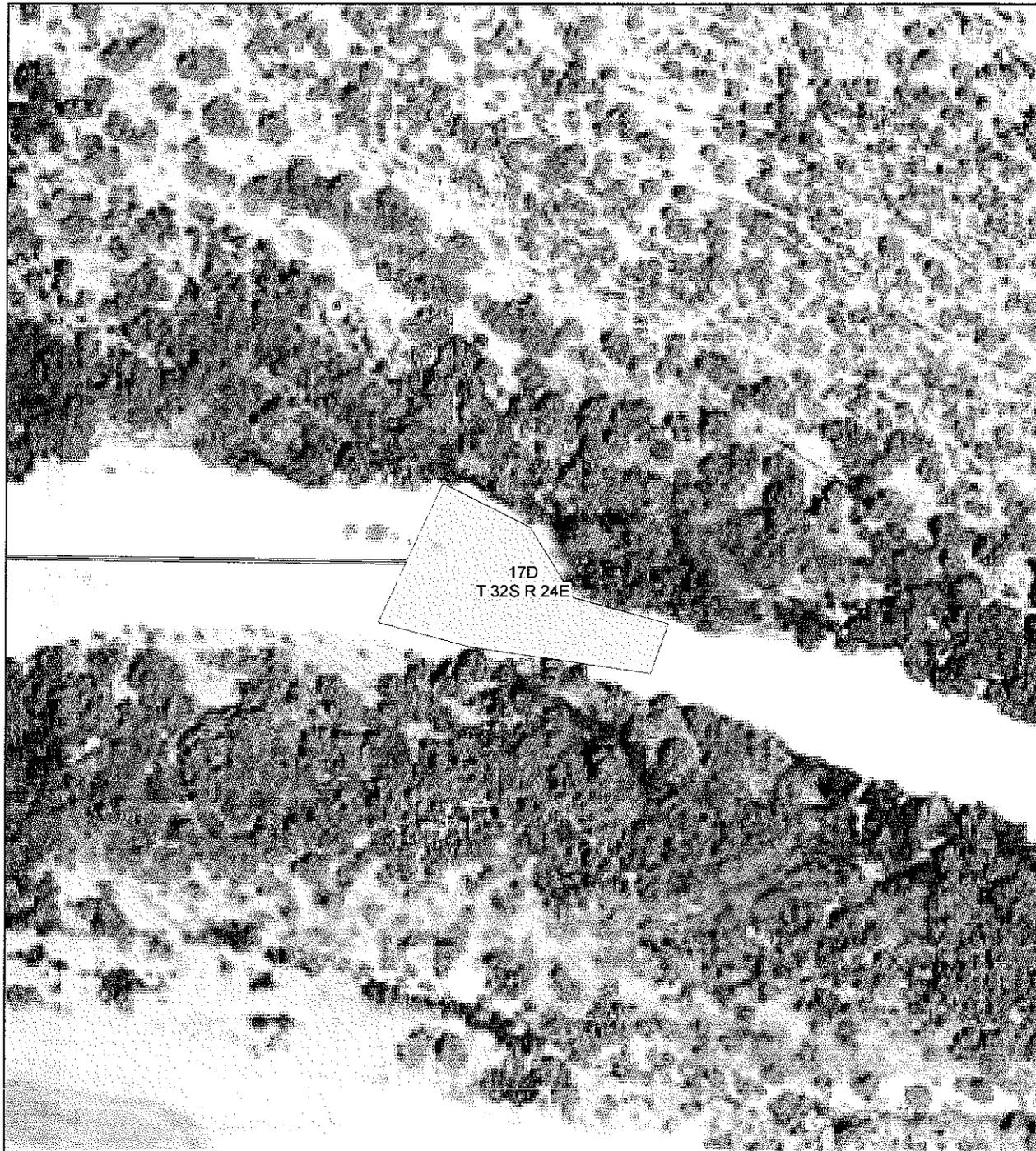
 Potential Burrowing Owl Burrow

 Small Mammal Burrows

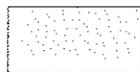
City of Taft Sewer Repair and Clean-Up

Sandy Creek Berm

Date: 3/18/2013



1 inch:312 feet



Berm (0.070 Ac.)



Sandy Creek Spill (0.967 Ac.)

Section: 18D
Lease ID: CAS 019577
Township 32S Range 24E
Nad 83 Coordinates: California V
Lat: 35 149683 N Long: 119 447116 W

Figure 3

Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) CALIFORNIA ENDANGERED SPECIES ACT

INCIDENTAL TAKE PERMIT NO. 2081-2013-015-04

PERMITTEE: City of Taft

**PROJECT: City of Taft Raw Sewage Pipeline Leak Emergency
Cleanup and Repair**

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION				
1	<p><u>Designated Representative.</u> Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.</p>	ITP Condition # 4.1	Permittee	
2	<p><u>Designated Biologist.</u> Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist must be changed.</p>	ITP Condition # 4.2	Permittee	
3	<p><u>Education Program.</u> Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in the ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.</p>	ITP Condition # 4.4	Permittee	
4	<p><u>Trash Abatement.</u> Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.</p>	ITP Condition # 4.6	Permittee	
5	<p><u>Dust Control.</u> Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed, and shall not allow water to form puddles.</p>	ITP Condition # 4.7	Permittee	
6	<p><u>Erosion Control Materials.</u> Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.</p>	ITP Condition # 4.8	Permittee	
7	<p><u>Firearms and Dogs.</u> Permittee shall prohibit firearms and domestic dogs from the Project Area and site access routes during Covered Activities, except those in the possession of authorized security personnel or local, State, or federal law enforcement officials.</p>	ITP Condition # 4.9	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
8	Delineation of Property Boundaries. Before starting Covered Activities along each part of the pipeline route, access routes, and staging area in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
9	<u>Delineation of Habitat</u> . Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 4.11	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
10	<u>Project Access</u> . Project-related personnel shall access the Project Area using existing routes and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 4.12	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
11	<u>Staging Areas</u> . Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area.	ITP Condition # 4.13	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
12	<u>San Joaquin Antelope Squirrel Relocation Plan</u> . The Permittee shall submit a San Joaquin antelope squirrel (SJAS) relocation plan to CDFW prior to initiating ground disturbing activities in any areas occupied by SJAS. Relocation activities shall not proceed until the relocation plan has been approved in writing by CDFW's Regional Representative.	ITP Condition # 5.2	Before commencing ground- or vegetation-disturbing activities	Permittee/CDFW	
13	<u>Giant Kangaroo Rat Relocation Plan</u> . The Permittee shall submit a giant kangaroo (GKR) relocation plan to CDFW prior to initiating ground disturbing activities in any areas occupied by GKR. Relocation activities shall not proceed until the relocation plan has been approved in writing by CDFW's Regional Representative.	ITP Condition # 5.3	Before commencing ground- or vegetation-disturbing activities	Permittee/CDFW	
14	<u>SJKF Pre-Construction Surveys</u> . Prior to ground-disturbing activities, the Designated Biologist shall perform a pre-construction survey for SJKF dens (potential, known, active, natal, and atypical) that covers the Project area and a buffer zone of 200 feet beyond the Project area.	ITP Condition # 6.11	Before commencing ground- or vegetation-disturbing activities	Permittee	
15	<u>SJKF Den Avoidance</u> . If a potential SJKF den (one that shows evidence of current use or was used in the past) is discovered or a SJKF is found in an "atypical" den (e.g., a pipe or culvert), a 50 foot buffer shall be established around the den using flagging. If a known SJKF den is discovered, a buffer of at least 100 feet shall be established using fencing. If a natal den (den in which SJKF young are reared) is discovered, a buffer of at least 200 feet shall be established using tencing or flagging. Natal dens with pups shall be avoided by at least 500 feet. Buffer zones shall have restricted entry. The Permittee shall notify the USFWS and CDFW's Regional Representative immediately via telephone or e-mail if any SJKF dens, natal dens, or atypical dens are discovered.	ITP Condition # 6.12	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<p>16</p> <p>Habitat Management Land Acquisition. CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.</p> <p>To meet this requirement, the Permittee shall provide for both the permanent protection and management of 2.19 acres of Habitat Management (HM) lands owned in fee by the Permittee and pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below. The parcel proposed to be used as HM lands for the Project is depicted under Kern County Assessor's Parcel Number 032-220-60 and consists of approximately 9 acres. Prior to CDFW conceptually approving the Permittee proposed compensation lands as suitable to meet the HM land mitigation requirement, CDFW shall review applicable Covered Species survey information, conduct a site visit, review information as described in Condition of Approval 8.2.3, and receive written verification from the City of Taft that the City Council has approved the parcel for use as HM lands. If Assessor's Parcel Number 032-220-60 is conceptually approved as HM land mitigation, it is the intent of the City of Taft to permanently protect the whole of the parcel and compensation for the ITP in the amount of 2.19 acres shall be subtracted from the 9 acres, thus leaving the remainder acreage of 6.81 acres available to the Permittee for future projects requiring State take authorization for GKR, S.JAS, and SJKF.</p> <p>Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities or within 18 months of the effective date of the ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.</p>	<p>ITP Condition # 7</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
<p>17</p> <p>Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:</p> <ul style="list-style-type: none"> • Land acquisition costs for HM lands identified in Condition of Approval 7.2 below, estimated at \$2,500.00/acre for 2.19 acres: \$5,475.00. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements; • Interim management period funding as described in Condition of Approval 7.2.6 below, estimated at \$375.00; • Long-term management funding as described in Condition of Approval 7.3 below, estimated at \$2,500.00/acre for 2.19 acres: \$5,475.00. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management. • Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 7.4, estimated at \$6,000.00. 	<p>ITP Condition 7.1</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	

Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<p>18 Performance Security. The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition or Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ul style="list-style-type: none"> • Security Amount. The Security shall be in the amount of \$17,325.00. This amount is based on the cost estimates identified in Condition of Approval 7.1 above. • Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel. • Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first. • Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW. • Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other. • Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP. • Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by: <ul style="list-style-type: none"> ○ • Written documentation of the acquisition of the HM lands; ○ • Copies of all executed and recorded conservation easements; ○ • Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and ○ • Timely submission of all required reports. <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of the ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	<p>ITP Condition # 8</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>		

Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<p>19</p> <p>Habitat Acquisition and Protection: To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:</p> <ul style="list-style-type: none"> • Fee Title/Conservation Easement: Transfer fee title to the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation; • HM Lands Approval: Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (see Attachment 2B) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species; • HM Lands Documentation: Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2A). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services; • Land Manager: Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. • Start-up Activities: Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see http://www.dfg.ca.gov/habcom/complan/mitbank/); (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing an initial four-strand barbed wire fence with metal T-posts every 10 feet on center with one eighteen-foot swinging gate (e.g.: Powder River Gate) with six inch corner supports to encompass and secure the 9 acres of HM Lands (Assessor's Parcel Number 032-220-60); (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage; • Interim Management (Initial and Capital): Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager. 	ITP Condition 7.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	<p>Endowment Fund. If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 7.2, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 7.2.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p>	ITP Condition 7.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
21	<p>Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its approval or disapproval of the proposed Endowment Manager. If CDFW does not approve the proposed Endowment Manager, it shall provide Permittee with a written explanation of the reasons for its disapproval.</p>	ITP Condition 7.3.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<p>22 Calculate the <u>Endowment Funds Deposit</u>. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.</p> <ul style="list-style-type: none"> • <u>Capitalization Rate and Fees</u>. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees. • <u>Endowment Buffers/Assumptions</u>. Permittee shall include in PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: <ul style="list-style-type: none"> ○ <u>10 Percent Contingency</u>. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. ○ <u>Three Years Delayed Spending</u>. The endowment shall be established assuming spending will not occur for the first three years after full funding. ○ <u>Non-annualized Expenses</u>. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW. 	ITP Condition 7.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
<p>23 <u>Transfer Long-term Endowment Funds</u>. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p>	ITP Condition 7.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
<p>24 <u>Reimburse CDFW</u>. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.</p>	ITP Condition 7.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
DURING CONSTRUCTION				
<p>25 <u>Designated Biologist Authority</u>. To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with the ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.</p>	ITP Condition # 4.3	Entire Project	Permittee	
<p>26 <u>Construction Monitoring Notebook</u>. The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.</p>	ITP Condition # 4.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall report any non-compliance with the ITP to CDFW within 24 hours.	ITP Condition # 5.1	Entire Project	Permittee	
28	Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP.	ITP Condition # 5.4	Entire Project	Permittee	
29	Bi-monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.4 into a Bi-monthly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Bi-monthly Compliance Reports shall be submitted to CDFW's Regional Office at the office listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative. At the time of the ITP's approval, the CDFW Regional Representative is Reagen O'Leary (Reagen.O'Leary@wildlife.ca.gov). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 5.5	Entire Project	Permittee	
30	CNDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Bi-monthly Compliance Report.	ITP Condition # 5.6	Entire Project	Permittee	
31	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals or any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 4.14	Entire Project	Permittee	
32	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 4.15	Entire Project	Permittee	
33	Designated Biologist On-site. The Designated Biologist shall be on-site during all activities that may result in the take of Covered Species. Workers shall convey all observations of listed species and their sign during construction activities to the Designated Biologist or Designated Representative.	ITP Condition # 6.1	Entire Project	Permittee	
34	Work Hours. Permittee shall confine all construction to daylight hours (sunrise to sunset). Permittee shall ensure that all vehicle traffic necessary during nighttime hours associated with emergency response or security shall be conducted with extra caution to minimize impacts to Covered Species.	ITP Condition # 6.2	Entire Project	Permittee	
35	Covered Species Observations. During all phases of Project construction, operation, and cleanup, all workers shall inform the Designated Biologist(s) if a Covered Species is seen within or near the Project Site. All work in the vicinity of the Covered Species, which could injure or kill the animal, shall cease until the Covered Species is moved by the Designated Biologist(s) or it moves from the construction area of its own accord.	ITP Condition # 6.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
36	<p>Trench Inspection. The Designated Biologist shall inspect all open holes and trenches within the Project Area at the beginning, middle, and end of each day for trapped animals. The Designated Biologist shall inspect all covered holes and trenches at least once daily. To prevent inadvertent entrapment of Covered Species or any other animals, the Designated Biologist shall oversee the covering of all excavated, steep-walled holes or trenches more than two feet deep, or of any depth if they contain water or other material, at the close of each working day by plywood or other barrier materials such that animals are unable to burrow under or enter and become entrapped. Permittee shall provide escape ramps in holes of less than two feet deep that do not hold water or other material, to allow animals to escape. Before holes or trenches are filled, the Designated Biologist shall thoroughly inspect them for trapped animals. If any worker discovers that Covered Species have become trapped, they shall halt Project-related activities and notify the Designated Biologist immediately. Project workers and the Designated Biologist shall allow the Covered Species to escape unimpeded if possible, or the Designated Biologist shall move Covered Species out of harm's way before allowing work to continue. If at any time a trapped or injured Covered Species is discovered, Permittee shall contact the United States Fish and Wildlife Service (USFWS) Sacramento Fish and Wildlife Office and CDFW's Regional Representative within one (1) working day of the incident.</p>	ITP Condition # 6.4	Entire Project	Permittee	
37	<p>Pipe Inspection. Workers shall thoroughly inspect for Covered Species in all construction pipe, culverts, or similar structures with a diameter of 7.6 centimeters (3 inches) or greater that are stored for one or more overnight periods before the pipe is subsequently moved, buried, or capped. If during inspection one of these animals is discovered inside a pipe, workers shall allow the animal to safely escape that section of pipe before moving and utilizing the pipe. If a San Joaquin kit fox (SJKF) is discovered inside a pipe, that section of pipe shall not be moved until the USFWS and CDFW have been consulted and have given written instruction on how to proceed. If necessary, and under the direct supervision of a Designated Biologist, the pipe may be moved once to remove it from the path of construction activity, until the SJKF has escaped.</p>	ITP Condition # 6.5	Entire Project	Permittee	
38	<p>Vehicle Inspection. Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall wait for the Covered Species to move unimpeded to a safe location.</p>	ITP Condition # 6.6	Entire Project	Permittee	
39	<p>Flag Burrows. The Designated Biologist shall flag all potential small mammal burrows within 50 feet of the Project Area to alert biological and work crews to their presence. Where feasible, an avoidance buffer of 50 feet or greater around active small mammal burrows shall be maintained.</p>	ITP Condition # 6.7	Entire Project	Permittee	
40	<p>Delineation of Ingress and Egress Routes. All access roads shall be flagged in the field from the paved road and vehicle operation shall be limited by the Permittee to these designated ingress and egress routes.</p>	ITP Condition # 6.8	Entire Project	Permittee	
41	<p>Burrow Excavation. The Designated Biologist shall perform or oversee the excavation by hand of any small mammal burrows present within the Project area that cannot be avoided by the 50-foot buffer, and that have the potential to be occupied by the Covered Species. The Designated Biologist shall ensure that any Covered Species encountered in the excavated burrows is relocated in accordance with the approved SJAS and/or GKR Relocation Plan (described in Conditions of Approval 5.2 and 5.3).</p>	ITP Condition # 6.9	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
42	<p>SJKF Den Excavation. For active dens, dens known to be active, and potential dens that exhibit signs of SJKF use or characteristics suggestive of SJKF dens (including dens in natural substrate and in/under man made structures) within the portion of the Project Site to be disturbed and that cannot be avoided as per ITP Condition of Approval 6.12, if, after four consecutive days of monitoring with tracking medium or infrared camera the Designated Biologist(s) has determined that SJKF is not currently present, the den may be destroyed. Any hole three inches or larger and exhibiting no signs of SJKF use or characteristics suggesting it is a SJKF den may be excavated under the supervision of the Designated Biologist(s) without advance tracking or camera monitoring. Natal dens shall not be excavated until the pups and adults have vacated the den and then only after concurrence from the USFWS and CDFW. If the excavation process reveals evidence of current use by SJKF then den destruction shall cease immediately and tracking or camera monitoring as described above shall be conducted/resumed. Destruction of the den may be completed when, in the judgment of the Designated Biologist(s), the animal has escaped from the partially destroyed den. Destruction of all types of SJKF dens shall be accomplished by careful excavation until it is certain no individuals of SJKF are inside. Dens to be destroyed shall be fully excavated, filled with dirt and compacted to ensure that SJKF cannot reenter or use the den during the construction period. If an individual of SJKF does not vacate a den within the construction footprint within a reasonable timeframe, CDFW and the USFWS shall be contacted and the Permittee shall get written guidance (e mail will suffice) from both agencies prior to proceeding with den destruction.</p>	ITP Condition # 6.13	Entire Project	Permittee	
43	<p>SJKF Den Replacement. Permittee shall replace each potential, known, and active SJKF den that must be destroyed with an artificial den, to compensate for the loss of important shelter used by SJKF for protection, reproduction, and escape from predators. The Designated Biologist shall determine the appropriate design and placement through consultation with USFWS and CDFW on a site-specific basis.</p>	ITP Condition # 6.14	Entire Project	Permittee	
44	<p>Record of Handling. The Designated Biologist shall maintain a record of all SJAS and GKR handled, and all documented observations of San Joaquin kit fox (SJKF). This information for each handled animal shall include for each animal: (1) the locations (Global Positioning System (GPS) coordinates and maps) and time of capture and/or observation as well as release; (2) sex; (3) approximate age (adult / juvenile); (4) weight; (5) general condition and health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, ectoparasites, and injuries; and (6) ambient temperature when handled and released. Information for SJKF shall include for each animal: (1) the locations (Global Positioning System (GPS) coordinates and maps) and time of observation; (2) sex if apparent; (3) approximate age (adult / juvenile) if apparent; (5) any relevant notes pertaining to general condition and health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, and injuries. A Relocation and Observation Summary shall be prepared by the Designated Biologist and included in the Bi-monthly Compliance Report described in Condition of Approval 5.5 of the ITP. The Relocation and Observation Summary in the Final Mitigation Report shall include cumulative results, and analysis of data collected, and conclusions.</p>	ITP Condition # 6.10	Entire Project	Permittee	
45	<p>Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report. Notification shall include the date, time, location (GPS coordinates) and circumstances of the incident, and the name of the facility where the animal was taken.</p>	ITP Condition # 6.15	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
46	<p>Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible provide a photograph, explanation as to cause of take or injury, and any other pertinent information.</p>	ITP Condition # 5.8	Entire Project	Permittee	
POST-CONSTRUCTION					
47	<p>Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes</p>	ITP Condition # 4.16	Post-construction	Permittee	
48	<p>Final Mitigation Report. No later than 30 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Bi-monthly Compliance Reports; (2) a copy of the table in this MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.</p>	ITP Condition # 5.7	Post-construction	Permittee	

ATTACHMENT 2A
DEPARTMENT OF FISH AND WILDLIFE

HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR PROJECT APPLICANTS

The following checklist is provided to inform you of what documents are necessary to expedite the Department of Fish and Wildlife (CDFW) processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to process the land acquisition for formal acceptance.

To: _____
Regional Manager, Region Name

From: _____
Project Applicant

Phone: _____

Tracking #: _____
CDFW assigned permit or agreement #

Project Name: _____

Enclosed is the complete package for the Conservation Easement OR Grant Deed

Documents in this package include:

Fully executed, approved as to form Conservation Easement Deed or Grant Deed.

Date executed: _____

Proposed Lands for Acquisition Form (PLFAF)

Phase I Environmental Site Assessment Report Date on report: _____
(An existing report may be used, but it must be less than two years old.)

Preliminary Title Report(s) for subject property is enclosed and has been reviewed for encumbrances and other easements. The title report must be less than six months old when final processing is conducted.

Included are additional documents:

document(s) to support title exceptions

document(s) to explain title encumbrances

a plot or map of easements/encumbrances on the property

Policy of Title Insurance (an existing title policy is not acceptable)

County Assessor Parcel Map(s) for subject property

Site Location Map (Site location with property boundaries outline on a USGS 1:24,000 scale topo)

Final Permit or Agreement (or other appropriate instrument)

Type of agreement: Bank Agreement Mitigation Agreement

Permit _____ Other: _____
(write in type of permit)

Final Management Plan (if required prior to finalizing permit or agreement or if this package is for a Grant Deed)

Biological Resources Report

Draft Summary of Transactions hard copy electronic copy (both are required)

PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")

Date: _____

TO: Regional Representative

Facsimile:

FROM: _____

Applicant proposes that the following parcel of land be considered for approval by the CDFW as suitable for purposes of habitat management lands to replace the adverse environmental impacts of the Project:

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Number of Acres</u>
_____	_____	_____	_____

Current Legal Owner(s), include Parcel Number(s):

Location of Parcel:

APPROVED _____
REJECTED _____

By: _____
_____ Region

DATE: _____

Explanation: _____

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[Number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

Department of Fish and Wildlife
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
Attn: HCPB Mitigation Account Coordinator

Amount: U.S. **[\$dollar number] [(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[Name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. **[\$dollar number] [(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of the CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by the CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by the CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. The CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at **[name and address of financial institution]**.
6. The Certificate shall be completed and signed by an "Authorized Representative" of the CDFW as defined in paragraph 12 below. Presentation by the CDFW of a

completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.

7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to the CDFW, or to the account of the CDFW, in immediately available funds, as the CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give the CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, the CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to the CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of the CDFW, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean either the Director of the Department of Fish and Wildlife, the General Counsel of the Department of Fish and Wildlife, or a Regional Manager of the Department of Fish and Wildlife.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify the CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [**name and address of financial institution**], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for the CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 1416 Ninth Street, 12th Floor, Sacramento, California 95814-2090 Attn: HCPB Mitigation Account Coordinator; and (ii) for the Applicant: [**name and address of applicant**].
15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.

17. This Credit shall, if not canceled, expire on [**expiration date**], or any extended expiration date.

18. We hereby agree with the CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.

19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____

Name: _____

Title: _____

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [*Number issued by financial institution*]
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: Incidental Take Permit No. [*permit number*]

The undersigned, a duly Authorized Representative of the Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of the CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed the CDFW that the Credit will not be extended and the Applicant has not provided the CDFW with an equivalent security approved by the CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. The CDFW is therefore making a drawing under the Credit in amount of U.S. \$ _____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, the CDFW has executed and delivered this Certificate as of the ____ day of _____, _____.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]"

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. [**Number issued by financial institution**]
CERTIFICATE FOR CANCELLATION

To:

[**Name of financial institution and address**]

Re: Incidental Take Permit No. [**permit number**]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The natural expiration of this Credit has occurred."]
2. The CDFW therefore requests the cancellation of the Credit.

Therefore, the CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of _____, _____.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[**Insert one of the following:** "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [**NAME OF REGIONAL OFFICE**"]]

Mitigation Payment Transmittal Form

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and FASB Mitigation Tracking Number (if available) on the attached payment type

(1) **DATE:** _____

TO: _____

[CDFW Regional Manager]

[CDFW Region Office Address]

(2) **FROM:** _____

Name

Mailing Address

City, State, Zip

Telephone Number/FAX Number

(3) **RE:** _____

[Project Name as appears on permit/agreement]

(4) **AGREEMENT/ACCOUNT INFORMATION:**

(Check the applicable type)

2081 Permit Conservation Bank 1802 Agreement

2835 NCCP Other _____

_____ [Project Tracking Number]

_____ [FASB Mitigation Tracking Number (if available)]

Index _____ PCA _____

(5) **PAYMENT TYPE** (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ _____ Check No _____

Account No _____ Bank Routing No _____

a Endowment: for Long-Term Management Subtotal \$ _____

b Habitat Enhancement Subtotal \$ _____

c Security:
1 Cash Refundable Security Deposit Subtotal \$ _____

2 Letter of Credit Subtotal \$ _____

1. Financial Institution: _____

2. Letter of Credit Number: _____

3. Date of Expiration: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE ESTABLISHMENT OF AN ESCROW ACCOUNT AS REQUIRED BY CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AS A RESULT OF SEWER SPILL ON MARCH 12, 2013.

WHEREAS, there was a sewer system over flow in the City of Taft on March 12, 2013 that discharged waste water onto State and Federal land; and

WHEREAS, the California Department of Fish and Wildlife issued Incidental Take Permit No. 2081-2013-015-04 effective March 20, 2013. Pursuant to the Permit, the City of Taft is obligated to ensure funding for permanent protection and perpetual management of compensatory habitat in the form of a Performance Security Escrow Account as described in the Permit in order to mitigate the impacts of the City of Taft Raw Sewage Pipeline Leak Emergency Cleanup and Repair Project. The Performance Security Escrow Account is intended by California Department of Fish and Wildlife and the City of Taft to serve as a security device for the performance by the City of Taft of the mitigation requirements; and

WHEREAS, the City Council of the City of Taft desires to be in compliance with the provisions of the permit,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Taft does hereby authorize the Finance Director to establish an Performance Security Escrow Account in accordance with the Incidental Take Permit No. 2081-2013-015-04 issued March 20, 2013 by the California Department of Fish and Wildlife, and deposit \$17,325.00 therein;

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2013.

PAUL LINDER, MAYOR

ATTEST:

Louise Hudgens, CMC
City Clerk

STATE OF CALIFORNIA }
COUNTY OF KERN }SS
CITY OF TAFT }

I, Louise Hudgens, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the _____ day of _____, 2013, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Louise Hudgens, CMC
City Clerk



City of Taft Agenda Report

DATE: MAY 7, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

APPOINT ONE (1) MEMBER TO THE CITY OF TAFT PLANNING COMMISSION TO FILL UNSCHEDULED VACANCY

SUMMARY STATEMENT

Pursuant to Section 5783.5 of California Public Resources Code and the City's policy regarding appointments to Boards and Commissions, notice has been duly advertised informing those interested to submit an application for serving on the City of Taft Planning Commission.

The resignation of former Planning Commissioner James Fleetwood left an unscheduled vacancy for a term ending on June 30, 2015.

City of Taft Policies and Procedures Manual, Section 103, states that members of the Planning Commission are appointed by the City Council.

Three applications had been received by the April 29, 2013, deadline. The applicants were verified as registered voters living within the Taft City limits by the City Clerk. The candidates were invited to attend this meeting and to be prepared to tell a little about themselves and perhaps answer a few questions by Council.

A copy of the applications received from Shannon Jones, Bob Jordan and Bob Leikam are attached.

There are 3 Planning Commissioner terms that are scheduled to end on June 30 and they have each been sent a letter notifying them that their terms are nearing completion and are welcome to apply for another term. Advertising for the three (3) positions began on April 26. Mr. Jordan, Mr. Leikam and Ms. Jones have each been told that their applications will be carried-over if they are not selected for this evenings' appointment.

RECOMMENDED ACTION:

Motion to appoint one (1) member to serve on the City of Taft Planning Commission to complete a term ending June 30, 2015.

IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): applications

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK <u>L Hudgens</u>	FINANCE DIRECTOR	CITY MANAGER
---------------------------------------	-------------------------	---------------------

6. Other special training or experience:

PASTOR / US NAVY 346 MANAGES NUCLEAR /
FORMED TAFT MANNA 44 (501 C 3) TO FEED
& CLOTHE THE POOR, CHAMBER OF COMMERCE

7. Previous and present governmental and civic experience. Indicate when, position and duties:

ASST PASTOR NewLife Community Church
" " Church w/o walls (BKSP)
PASTOR Church of the Deaf (BKSP)

8. Please explain why you wish to serve on a Board/Commission for the City of Taft

MY MISTAKE IS TO HELP, I AM A FOSTER BOY
BORN & RAISED IN TAFT, MY FAMILY, ALL TAFT PEOPLE
I LOVE TAFT AND PRAY TO BE OF SERVICE TO TAFT

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

NO

OPTIONAL: Please attach your resume and /or additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant

4-8-13
Date

**INFORMATION FOR
CITY ROSTER AND INTERNET**

Please provide the City Clerk's Office with the following information:

NAME: Robert W Jordan

ADDRESS: 303 E San Emidio
Taft CA. 93264

PHONE NUMBERS: HOME: 661-205-3376
AND/OR
WORK: _____

E-MAIL ADDRESS: MANNA4Umeats@gmail.com

AUTHORIZATION AND RELEASE

If appointed, this information will be printed the **Roster of Councilmembers and Officials, Commissions/Committees. In addition, this information may be provided on the City's Internet site at www.cityoftaft.org.**

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Robert W Jordan
Signature of Applicant

4-8-13
Date

NOTE: This document is a public record and may be disclosed /released pursuant to the California Public Records Act.

303 E. SAN EMIDIO ST.
TAFT, CA 93268
(661) 205-3376
EMAIL MANNA4UMEALS@GMAIL.COM

ROBERT W. JORDAN

OBJECTIVE : TO SERVE THE CITY OF TAFT AS A RESPONSIBLE DEDICATED CITIZEN WHO IS PROUD TO SERVE HIS BIRTH CITY AS A MEMBER OF THE PLANNING COMMISION HOPE SOME DAY TO BE ON THE CITY COUNCIL.

SUMMARY OF QUALIFICATIONS

1961-1964 U.S. Navy E-5 Nuclear Submarine service, familiar with reactors, radio, sonar, Took pictures of enemy installation, Surveillance

1964-1966 Owner , operator restaurant at Oak Street Carwash

1966-1974 Kitchen Manager Bakersfield Homeless Center
Supervised Homeless staff

1974-1984 Supervising Cook II State of California Department of Corrections Supervised Inmate and Free Cooks at Corcoran State Prison. Served meals to 3000 inmates 3 times a day

1984-2000 Disc Jockey (Radio Personality) San Francisco CA

2000-2004 Student Taft College AA computer Programming and management.

2004-2007 Semi-Retired (Pastoral Work)

2007-2012 Founder and President of Taft Manna4U

Wrote grants, wrote 501 C 3 , fundraising Drew up blue prints and helped remodel building, Publicity, Recruited Volunteers

Provided Free Hot meals and free clothing to the hurting and needy of Taft. We served around 200 each day of operation

EDUCATION

1949-1958 Taft City Schools Graduate

1958-1961 Taft High School Graduate

2007-20012 Taft College Graduate

EXTRA CURRICULAR ACTIVITIES

ASSOCIATE PASTOR NEW LIFE COMMUNITY CHURCH,

ASSOCIATE PASTOR CHURCH WITHOUT WALLS

PASTOR CHURCH OF THE DEAF (BAKERSFIELD)

CHAPLAIN BAKERSFIELD HOMELESS CENTER

TAFT CHAMBER OF COMMERCE

TAFT DOWNTOWN BUSINESS ASSOCIATION

Respectfully Submitted

ROBERT W. JORDAN

RECEIVED

APR 29 2013

CITY OF TAFT

SUBMIT TO:

CITY CLERK
209 E. Kern Street
Taft, CA 93268
(661)763-1222 ext. 16

CITY OF TAFT
APPLICATION FOR APPOINTMENT

APPLICATIONS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. Mr. Shannon Mane Jones
~~Mrs.~~ First Middle Last
Ms.

2. Residence address: 105 WOODLAWN Ave.
Taft Kern CA 93268
City County State Zip

Phone (661) 623-5918

3. Position(s) sought: (List in order of preference)

- City of Taft Planning Commissioner
- West Side Recreation & Park District Board of Directors
- West Side Mosquito Abatement Board of Directors

4. Business Title or Occupation: Event Coordinator

Company: Taft Chamber of Commerce

Address: 400 Kern Street

Taft Kern CA 93268
City County State Zip

Phone (661) 765-2165

5. Education - List schools attended and /or graduated/degree(s)

California State University - Bakersfield - Masters of Science in
Administration (graduation June 2013) summa cum laude

University of Texas - Arlington - Bachelor of Business Administration
in Marketing (graduated August 2004)

6. Other special training or experience:

served on various committees for Taft including Taft College, organized community events, mixers, fundraisers, act as a liason between downtown businesses and the city & chamber.

7. Previous and present governmental and civic experience. Indicate when, position and duties:

Volunteer at Warmline since September 2006 and Taft Relay for Life Survivor Co-chair

8. Please explain why you wish to serve on a Board/Commission for the City of Taft

I am interested in making decisions regarding the future plans of our city in aspect of zoning, business development, and community improvement.

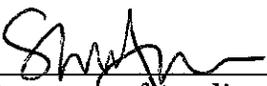
9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

n/a

OPTIONAL: Please attach your resume and /or additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant

04/26/13
Date

**INFORMATION FOR
CITY ROSTER AND INTERNET**

Please provide the City Clerk's Office with the following information:

NAME: Shannon Jones

ADDRESS: 105 WOODLAWN Ave.
Taft, CA 93268

PHONE NUMBERS: HOME: 661-623-5918
AND/OR
WORK: 661-765-2169

E-MAIL ADDRESS: Shannon.taftchamber@gmail.com

AUTHORIZATION AND RELEASE

If appointed, this information will be printed the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information may be provided on the City's Internet site at www.cityoftaft.org.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.



Signature of Applicant

04/26/13

Date

NOTE: This document is a public record and may be disclosed /released pursuant to the California Public Records Act.

Shannon Jones

105 Woodlawn Avenue, Taft, California 93268
Shannonjones725@yahoo.com, 661-623-5918

Experience

May 2011 – present, **Taft District Chamber of Commerce**, Taft, California, 661-765-2165

Event Coordinator

- Plan, organize, and execute community events, business socials, and Chamber fundraisers including a golf tournament, car show, fishing derby, holiday festivities, and concerts
- Started a weekly Farmers Market that is open in the summer months
- Assist the business community, using expertise in event planning
- Write press releases, contact media for events, and update community calendars

September 2006 – present, **WarmLine**, Another Parent to Talk To, Bakersfield, California

Volunteer – Executive Board Member

- Organize fundraisers including an annual dinner and silent auction
- Design and edit quarterly newsletter
- Call schedule coordinator and on call for parent mentoring
- Host and promote publicity events at child related community events

January 2004 – July 2006, **Bank of America**, Dallas, Texas transferred to Bakersfield, California

Teller Coordinator (TX)

- Process deposits, withdrawals, transfers, cash checks, balances, money orders, cashiers checks, travelers checks, mail deposits, night drop, ATM deposits, change orders, loan payments, supervisor other tellers.

Merchant Teller (CA)

- Process commercial deposits, order money, prepare shipments daily, package forward deposits, establish relationships with merchants, offer financial product and services, open and close the bank, sales.

Education

California State University, Bakersfield, Bakersfield, California

Master of Science, Administration, Graduation: June 2013, Summa cum laude

University of Texas at Arlington, Arlington, Texas

Bachelor of Business Administration, Marketing, 2004

Computer Skills

Microsoft Word, Excel, Publisher, PowerPoint, Quick Books, iTunes, Outlook Express, Email, Adobe Photoshop, Pagemaker, and various work related programs.

RECEIVED

APR 19 2013

CITY OF TAFT

SUBMIT TO:

CITY CLERK
209 E. Kern Street
Taft, CA 93268
(661)763-1222 ext. 16

CITY OF TAFT
APPLICATION FOR APPOINTMENT

APPLICATIONS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. Mr. Robert James Leikam
Mrs. _____
Ms. First Middle Last

2. Residence address: 901 3rd Street
Taft Kern California 93268
City County State Zip
Phone (661) 623-3030

3. Position(s) sought: (List in order of preference)
 City of Taft Planning Commissioner
 West Side Recreation & Park District Board of Directors
 West Side Mosquito Abatement Board of Directors

4. Business Title or Occupation: Franchisee
Company: Dominos Pizza
Address: 530 Kern Street
Taft Kern CA 93268
City County State Zip
Phone (661) 763-3030

5. Education - List schools attended and /or graduated/degree(s)
Texas A&M University
St. Louis College
Taft College - Associates in Art

6. Other special training or experience:

30 years of people management.
Structure design + layout for Domino's Pizza stores 1983- present
Business Ethics Class + Labor Law training

7. Previous and present governmental and civic experience. Indicate when, position and duties:

President of Rotary Club 2006-2007 GTEOA -2013
Chamber of Commerce Board of Directors 2005- present
Treasurer of Taft Little League 2006-2009

8. Please explain why you wish to serve on a Board/Commission for the City of Taft

I would like to be part of a positive focus for the growth of Taft.
"Service before Self"

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

OPTIONAL: Please attach your resume and /or additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Robert J. Reiger
Signature of Applicant

April 19, 2013
Date

**INFORMATION FOR
CITY ROSTER AND INTERNET**

Please provide the City Clerk's Office with the following information:

NAME: Robert Leikam

ADDRESS: 901 3rd Street
Taft, CA 93268

PHONE NUMBERS: HOME: 765-6269
AND/OR WORK: 763-3030

E-MAIL ADDRESS: hi.pizzaman@yahoo.com

AUTHORIZATION AND RELEASE

If appointed, this information will be printed the **Roster of Councilmembers and Officials, Commissions/Committees. In addition, this information may be provided on the City's Internet site at www.cityoftaft.org.**

I understand that in connection with this application for appointment, the information contained herein with be made available to the general public upon request.


Signature of Applicant

4-19-13
Date

NOTE: This document is a public record and may be disclosed /released pursuant to the California Public Records Act.

Robert J. Leikam II

901 3rd Street

Taft, CA 93268

Home: (661) 765-6269

Cell: (661) 623-3030

Email: hiPizzaman@ yahoo com

Education:

Taft College Associates Degree	1997
St. Louis College	1983
Texas A & M University	1980 - 1982

Business Ownership:

Franchisee

Domino's Pizza #8209	Taft, CA	1986 - present
Domino's Pizza #8246	Bakersfield, CA	1989 - 1993

Management Experience:

Store Manager

Domino's Pizza #1580	St. Louis, MO	1985
Domino's Pizza #1582	St. Louis, MO	1984 - 1985

Store Opening Team

Domino's Pizza	St. Louis, MO	1983 - 1985
Domino's Pizza	Jefferson City, MO	1984
Domino's Pizza	Bellville, IL	1984
Domino's Pizza	Houston, TX	1982 - 1983

Assistant Store Manager

Ron's Krispy Fried Chicken	Texas City, TX	1979 - 1980
Ron's Krispy Fried Chicken	Pasadena, TX	1980

Training:

Restaurant Business

Business Ethics	2013
Labor Laws in California	2006
Potential Rotary Leaders Seminars	2005
Food Handlers permit	2003
Recognizing Sexual Harassment	2002
Domino's Franchise class	1985

Community:

Board of Directors

Greater Taft Economic Development Agency	2013
Taft Chamber of Commerce	2005 - present
Rotary Club of Taft	2003 - present
President St. Mary's Finance Council	2013
St. Mary's Church Finance Council	2012
Taft Little League Baseball Treasurer	2006 - 2009
Rotary Group 8 Rep.	2007 - 2008
President Rotary Club of Taft	2006 - 2007

Involvement

Taft College T.I.L. Program	2008 - present
Youth sports team sponsor	1986 - present

Charities

Relay for Life fundraising & donations	2010 - present
St. Jude's Children's Hospital fundraising	2009 - present

Recognition:

Awards

Guinness World Record	2010
Chamber of Commerce "Business of the Year"	2010
Certificate of Special Congressional Recognition	2010
"Grand Marshal" Taft Christmas Parade	2010
"ROLEX" Sales Challenge	2008
Domino's Pizza "12 Grand" Club	2002
Coca-Cola National Sales Challenge	2002
Eagle Scout	1976