

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA
TUESDAY, JUNE 4, 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. PUBLIC HEARING – RESULTS OF AN ASSESSMENT BALLOT PROCEEDING AND APPROVING CERTAIN ACTIONS.

Recommendation – 1) Conduct Public Hearing;
If no majority protest exists, proceed to No. 2

2) Motion to approve a RESOLUTION entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, DECLARING THE RESULTS OF AN ASSESSMENT BALLOT PROCEEDING AND APPROVING CERTAIN ACTIONS; and

3) Motion to approve Resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF TAFT LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1, FISCAL YEAR 2013/14

2. PUBLIC HEARING – ORDINANCE THAT ADDS TITLE 1, CHAPTER 3, TO THE TAFT MUNICIPAL CODE, TITLED ADMINISTRATIVE CITATIONS AND PENALTIES.

Recommendation – 1) Conduct Public Hearing;
If no majority protest exists, proceed to No. 2.

2) Motion to approve an Ordinance entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT ADDING A CHAPTER TO THE TAFT MUNICIPAL CODE TO ESTABLISH ADMINISTRATIVE CITATIONS AND PENALTIES FOR CODE VIOLATIONS by title only and reading of such be waived **for first reading by title only and reading of such be waived.**

3. PUBLIC HEARING – HEARING ON COSTS AND PLACEMENT OF LIENS ON ABATED PROPERTIES

Recommendation – 1) Conduct Public Hearing; and
If no majority protest exists, proceed to No. 2.

2) Motion to confirm Statement of Expenses as submitted and approve resolutions entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 134 NORTH STREET, TAFT, CA APN#031-450-29;

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 105 ½ LUCARD STREET, TAFT, CA APN#031-460-13;

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 906 6TH STREET, TAFT, CA APN#032-010-18;

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 108 7TH STREET, TAFT, CA APN#031-200-10; and

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 427 SAN EMIDIO STREET, TAFT, CA APN#031-280-27 & 28.

CLOSED SESSION

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 – APN #032-110-58.

4. SPECIAL RECOGNITION

14. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING SECTION 3.2-12 OF THE TAFT CITY CODE ESTABLISHING REFUSE AND STREET SWEEPING RATES FOR CITY CUSTOMERS

Recommendation – Second reading

15. PROPOSED AMENDMENTS TO DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN SUNSET RAILS, LLC AND THE CITY OF TAFT

Recommendation – Authorize the Mayor to execute an amendment to the “Disposition and Development Agreement” between the City of Taft and Sunset Rails, LLC, amending Section 315 (Transfer of Lands) to allow the transfer of the real property to the Developer to obtain financing for the project. It is requested that Council’s authorization be subject to the requirement that the proposed amendment be substantially similar to the agreements discussed between the parties in the May 28, 2013, Sunset Rails letter to the City, and the proposed amendments to the “Compensation Method and Timing” document (Exhibit 5) both which are attached hereto.

16. WAIVING OF FEES TO THE TAFT DISTRICT CHAMBER OF COMMERCE FOR COSTS ASSOCIATED WITH THE 2013 FARMER’S MARKET

Recommendation – Motion to approve waiving reservation fees for the Taft District Chamber of Commerce for Farmer’s Market fees for the 2013 season in accordance with the M.O.U. dated December 18, 2013.

17. WAIVING OF FEES TO THE TAFT DISTRICT CHAMBER OF COMMERCE FOR COSTS ASSOCIATED WITH THE 2013 CAR SHOW

Recommendation – Motion to approve waiving of fees to the Taft District Chamber of Commerce for 2013 car show fees in accordance with M.O.U. dated December 18, 2013.

18. TAFT CHAMBER OF COMMERCE CAR SHOW

Recommendation – Motion to adopt a resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE STREET CLOSURES FOR THE 2013 CHAMBER OF COMMERCE CAR SHOW.

19. CONSIDER WAIVING PARK RESERVATION FEE FOR REMNANT TEAM EVANGELISTIC ASSOCIATION EVENT

Recommendation – Motion to approve waiving reservation fees for Remnant Team Evangelistic Association event.

20. CONSIDER WAIVING PARK RESERVATION FEES FOR TAFT PRIMARY PLAY DAY

Recommendation – Motion to approve waiving reservation fees for Taft Primary Play Day.

21. RATIFY EMERGENCY PURCHASE OF REPLACEMENT LIGHTS FOR 10TH STREET LIGHTED CROSSWALK

Recommendation – Motion to approve ratification purchase of in-pavement replacement lights.

22. RATIFY CONTRACT AND EXPENDITURES FROM SEWER SPILL ON MARCH 12, 2013

Recommendation – Motion to approve ratification expenditures for sewer spill from Sewer Reserves and execute contract with Kern Consulting, Inc.

23. ADDENDUM TO AN AGREEMENT WITH UTILITY COST MANAGEMENT LLC

Recommendation – Motion to authorize the City Manager to sign the Addendum to the Agreement between the City of Taft and Utility Cost Management LLC.

24. CITY SERVICES ASSISTANT

Recommendation – 1) Motion to approve changing the Temporary City Services Assistant to City Services Assistant – Part Time. 2) Motion to approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE POSITION CLASSIFICATION PLAN AND ESTABLISHING CORRESPONDING COMPENSATION RATES.

25. AGREEMENT WITH MGT AMERICA, INC. TO PREPARE AND SUBMIT COST CLAIMS TO THE STATE CONTROLLER'S OFFICE

Recommendation – Motion to authorize the City Manager to execute the Multi-Year Agreement with MGT America, Inc. to prepare and submit cost claims to State Controller's Office for the three fiscal years ending June 30, 2013, June 30, 2014 and June 30, 2015.

26. TO CREATE A NEW ASSESSMENT DISTRICT FOR NUISANCE ABATEMENT TO BE COLLECTED BY THE KERN COUNTY TAX COLLECTOR

Recommendation – Motion to approve a resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, INTENTION TO FORM AN ASSESSMENT DISTRICT FOR NUISANCE ABATEMENT TO BE COLLECTED BY THE KERN COUNTY TAX COLLECTOR.

27. 2013 – 2014 APPROPRIATIONS LIMIT

Recommendation - Motion to adopt a resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ESTABLISHING APPROPRIATIONS LIMIT FOR 2013 – 2014.

28. DONATION TO THE TAFT CHAMBER OF COMMERCE TO HELP COVER COST OF 4TH OF JULY CELEBRATION

Recommendation – Motion to discuss and direct staff.

29. APPROVE TRAVEL EXPENSE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND DESIGNATION OF VOTING DELEGATE AND ALTERNATE

Recommendation – 1) Motion to authorize expenses for registration, lodging, meals, transportation, and other incidental expenses for the Council Members who wish to attend the 2013 League of California Cities Annual Conference in Sacramento. 2) Select a Voting Delegate and an Alternate Voting Delegate for the League of California Cities Annual Business Meeting to be held at the Annual Conference on September 20.

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

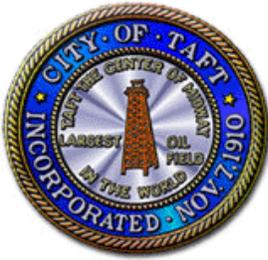
I, Erica Barron, declare as follows:

That I am the 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 31, 2013, pursuant to 1987 Brown Act Requirements.

I declare under penalty of perjury that the foregoing is true and correct.
Executed May 31, 2013, at Taft, California.

Date/Time

Signature



City of Taft Agenda Report

DATE: June 4, 2013

TO: Honorable Mayor and Council Members

AGENDA ITEM:

Results of an Assessment Ballot Proceeding and Approving Certain Actions.

SUMMARY STATEMENT:

Staff has worked with NBS to complete a Landscape and Lighting District (LLMD) study, and identify the revenue necessary to fund expected expenses of the Assessment District. In order for revenues to meet the expected expense needs, LLMD charges will need to be adjusted to provide sufficient funding for all costs starting 2013/14 and includes a CPI not to exceed 3% per year. Charges for the assessment district are property-related charges subject to Proposition 218 and the proposed increase in the existing assessment will be confirmed unless a majority protest exists. On April 2, 2013, Council approved the mailing of notices to affected property owners and rate payers and calling for a Public Hearing. One Assessment Ballot per parcel, the proposed increase in the existing assessment will be confirmed unless a majority protest exists. A majority protest exists, and the proposed increase in assessment will not be imposed, if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property. If there is a majority protest, the assessments will not be increased and the service level for the maintenance of the improvements within the Assessment District will be reduced to a level that can be maintained by the current assessment.

RECOMMENDATION:

1. Conduct Public Hearing.
 - If **no** majority protest exists, proceed to No. 2
2. Motion to approve Resolution titled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, DECLARING THE RESULTS OF AN ASSESSMENT BALLOT PROCEEDING AND APPROVING CERTAIN ACTIONS;** and
3. Motion to approve Resolution titled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF TAFT LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1, FISCAL YEAR 2013/14**
 - If a majority protest exists, proceed to Resolution Declaring results – No. 2

IMPACT ON BUDGET (Y/N): Yes

ATTACHMENT (Y/N): Yes, Resolutions

PREPARED BY: Staff

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA,
DECLARING THE RESULTS OF AN ASSESSMENT BALLOT PROCEEDING AND
APPROVING CERTAIN ACTIONS**

WHEREAS, the City Council of the City of Taft has, on _____, 2013, adopted its Resolution No. _____ (the “Resolution Initiating Proceedings”) for the proposed “Landscape Maintenance District No. 2013-1” (the “Assessment District”), to which resolution reference is made for further particulars; and

WHEREAS, the City Council of the City of Taft has, on _____, 2013, adopted its Resolution No. _____ (the “Resolution Approving the Engineer’s Report”) and (the “Engineer’s Report”), to which resolution reference is made for further particulars; and

WHEREAS, the City Council of the City of Taft has, on _____, 2013, adopted its Resolution No. _____ (the “Resolution of Intention”), to which resolution reference is made for further particulars; and

WHEREAS, notices of such hearing accompanied by assessment ballot materials were regularly mailed to each such record owner in the time, form and manner required by the Assessment Law, a full hearing has been given, and at this time all assessment ballots submitted pursuant to the Assessment Law have been tabulated by the tabulation official appointed by the City (the “Tabulation Official”), pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 and following) (the “1972 Act”), Article XIID of the Constitution of the State of California (“Article XIID”) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (“Proposition 218” and, together with the 1972 Act and Article XIID, the “Assessment Law”); and

WHEREAS, the Tabulation Official has prepared and submitted to this legislative body a Certificate of Tabulation Official and Statement of Assessment Ballots Submitted (the “Certificate of the Tabulation Official”), a copy of which is attached as Exhibit A hereto and incorporated herein by this reference, which reflects the results of the tabulation of the assessment ballots; and

WHEREAS, the City Council of the City of Taft is now satisfied with the assessment and all matters contained in the Engineer’s Report as submitted.

RESOLVED by the **CITY COUNCIL** of the City of Taft, California, and this City Council does hereby find, order and determine as follows:

1. The City Council hereby finds and declares that the foregoing recitals are true.
2. The canvass of the ballots cast in the Assessment District at the assessment ballot proceeding held on June 4, 2013 is hereby approved and confirmed.
3. Assessment ballots were mailed, as required by the Assessment Law, to the record owners of all properties proposed to be assessed within the District. The assessment ballots that were completed and received by the City Clerk, prior to the close of the Public Hearing, have been tabulated in accordance with the procedures established under the Assessment Law and the results of such tabulation have been submitted to this City Council.

4. This City Council hereby finds that the assessment ballots submitted in favor of the levy of assessments exceed the assessment ballots submitted in opposition to such levy as weighted by assessment amount in accordance with the Assessment Law. Therefore, no majority protest to the levy of assessments within the Assessment District has been found to exist.
5. The City Council hereby orders the formation of the Assessment District.
6. The City Clerk is hereby directed to enter this Resolution on the minutes of the City Council which shall constitute the official declaration of the result of such assessment ballot proceeding.
7. This Resolution shall become effective immediately upon its adoption.
8. The City Clerk shall certify the adoption of this Resolution.

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

Exhibit A
Certificate of Tabulation Official
and
Statement of Assessment Ballots Submitted

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF TAFT)

The undersigned, the duly authorized tabulation official appointed by the City Council of the City of Taft, DOES HEREBY CERTIFY that pursuant to the provisions of Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following), I did tabulate the assessment ballots timely submitted in the assessment ballot proceedings pertaining to Landscape Maintenance District No. 2013-1.

I FURTHER CERTIFY that this Statement of Assessment Ballots Received shows the assessment ballots submitted in favor of the proposed assessment and the assessment ballots submitted in opposition to the proposed assessment, each total weighted according to the financial obligation of the affected properties for which the assessment ballots were submitted.

Total assessment ballots distributed	
Total assessment ballots received	
Assessment ballots received <u>in favor</u> of the proposed assessment:	
Weighted value of assessment ballots received <u>in favor</u> of the proposed assessment	
Assessment ballots received <u>in opposition</u> to the proposed assessment:	
Weighted value of assessment ballots received <u>in opposition</u> to the proposed assessment	

This certification is executed this _____ day of _____, 2013 in _____, California.

By: _____

Title: _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA,
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY
OF TAFT LANDSCAPE MAINTENANCE DISTRICT NO. 2013-1, FISCAL YEAR 2013/14**

WHEREAS, the City Council of the City of Taft has, on _____, 2013, adopted its Resolution No. _____ (the “Resolution Initiating Proceedings”) for the proposed “Landscape Maintenance District No. 2013-1” (the “Assessment District”), to which resolution reference is made for further particulars; and

WHEREAS, the City Council of the City of Taft has, on _____, 2013, adopted its Resolution No. _____ (the “Resolution Approving the Engineer’s Report”) and (the “Engineer’s Report”), to which resolution reference is made for further particulars; and

WHEREAS, the City Council of the City of Taft has, on _____, 2013, adopted its Resolution No. _____ (the “Resolution of Intention”), to which resolution reference is made for further particulars; and

WHEREAS, the City Council of the City of Taft desires to levy and collect assessments against parcels of land within the Assessment District for the fiscal year commencing July 1, 2013 and ending June 30, 2014, to pay the costs and expenses of operating, maintaining and servicing the improvements within the Assessment District; and

WHEREAS, the assessments are in compliance with all laws pertaining to the levy of the landscape maintenance district assessments, and the assessments are levied without regard to property valuation, and the assessments are **in compliance with the provisions of Prop 218**.

RESOLVED by the **CITY COUNCIL** of the City of Taft, California, and this City Council does hereby find, order and determine as follows:

1. The City Council hereby finds and declares that the foregoing recitals are true.
2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution Approving the Engineer’s Report prepared in connection therewith; the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons. The City Council has tabulated the ballots and determined that the property owners have approved the assessments and the assessment range formula to allow for reasonable increases.
3. Based upon the Engineer’s Report and the testimony and other evidence presented at the Public Hearing, the City Council hereby makes the following determinations regarding the assessments to be levied for Fiscal Year 2013/14.
 - a. The proportionate special benefit derived by each assessable parcel from the maintenance and servicing of the improvements has been determined in relationship to the entirety of the cost of such maintenance and service expenses.
 - b. The assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.
 - c. Only special benefits have been assessed.

- d. Publically owned parcels within the Assessment District that derive special benefit from the maintenance and servicing of the improvements have been assessed for such special benefit.
4. The Engineer's Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.
5. The City Council hereby orders the proposed improvements to be maintained, which improvements are briefly described as follows: street lighting, landscaping and soundwalls associated appurtenances within the public right-of-ways or specific easements. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance of landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities; providing for the satisfactory working condition, life, growth, health and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilization and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Services provided include furnishing of water and electricity for the irrigation and control of the landscaping and all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition.
6. The maintenance, operation and servicing of the improvements shall be performed pursuant to all applicable laws and the County Auditor of the County of Kern shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer or designee.
7. The City Treasurer or designee shall deposit all money representing assessments collected by the County of Kern for the Assessment District to the credit of a fund for the Assessment District, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 5.
8. The adoption of this Resolution constitutes the Assessment District levy for the Fiscal Year commencing July 1, 2013 and ending June 30, 2014.
9. The City Clerk or designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.
10. A certified copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

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

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC
City Clerk

Resolution No. _____

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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: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

PUBLIC HEARING - ORDINANCE THAT ADDS TITLE 1, CHAPTER 3, TO THE TAFT MUNICIPAL CODE, TITLED ADMINISTRATIVE CITATIONS AND PENALTIES

SUMMARY STATEMENT

Code Enforcement has been working with the City Attorney’s Office to write an ordinance that would establish Administrative Citations and Penalties and serve as an alternative method to enforce provisions of the code. The code would assess civil fines and penalties through an administrative hearing procedure for code violations in accordance with Government Code Section 53069.4.

There are no current fines or penalties assessed to properties once they have been cited for abatement. The current procedure is that once the nuisance has been identified, the property owner is cited and given a specified period to abate the nuisance. If the nuisance is not abated, then the City has the problem corrected and then sends the property owner an invoice. If the invoice is not paid within the specified time, then a Public Hearing is set to approve a lien on the property. This procedure can take several months and could potentially take several years to recoup the funds already expended on the property.

Approving the proposed Administrative Citations and Penalties would start assessing the fees in a short period of time and then if not paid during a specified period, it would then placed as an assessment on their next year’s property tax bill.

RECOMMENDED ACTION:

1. Conduct Public Hearing; and
2. Motion to approve an ordinance entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT ADDING A CHAPER TO THE TAFT MUNICIPAL CODE TO ESTABLISH ADMINISTRATIVE CITATIONS AND PENALTIES FOR CODE VIOLATIONS by title only and reading of such be waived**

IMPACT ON BUDGET (Y/N): yes

ATTACHMENT (Y/N): Ordinance

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT
ADDING A CHAPTER TO THE TAFT MUNICIPAL CODE TO
ESTABLISH ADMINISTRATIVE CITATIONS AND PENALTIES FOR
CODE VIOLATIONS**

WHEREAS, the City Council has determined that it is in the best interest of the City to assess fines and penalties for code violations and as an alternative method of code enforcement.

NOW THEREFORE the City Council of the City of Taft does hereby ordain as follows:

Title I, Chapter 3 of the Taft City Code is hereby added and reads as follows:

ADMINISTRATIVE CITATIONS AND PENALTIES

1-3-1 Purpose and Intent.

1-3-2 Non-Exclusive Remedy.

1-3-3 Definitions.

1-3-4 Administrative Penalty.

1-3-5 Authority.

1-3-6 Violations of This Chapter.

1-3-7 Infractions.

1-3-8 Violations Other than Infractions.

1-3-9 Accrual of Interest.

1-3-10 Setting of Fines.

1-3-11 Notice of Violation.

1-3-12 Appeal to Hearing Officer.

1-3-13 Appeal to Superior Court.

1-3-14 Collections of Fines and Penalties.

1-3-15 Appeal Fees Authorized.

1-3-16 Exemption from Appeal Fees.

1-3-1 Purpose and Intent.

It is the intent of the city council in enacting this chapter to ensure compliance with this code and to deter violations of this code. The city council also finds that there is a need for an alternative method to enforce provisions of this code, as amended from time to time. The council further finds that the assessment of civil fines and penalties through an administrative hearing procedure for code violations in accordance with Government Code Section 53069.4 is a necessary, alternative method of code enforcement.

1-3-2 Non-Exclusive remedy.

The enforcement remedy of administrative assessment of civil fines and penalties established in this chapter shall be in addition to any other administrative or judicial remedy provided by law.

1-3-3 Definitions.

As used in this chapter:

“Building violation” shall mean any violation of any of the uniform codes adopted pursuant to the Adopting Ordinance, or any violation of the zoning regulations set forth in Titles 3, 5, and 6 of this Code, except (i) any violation which creates an imminent danger to health or safety, or (ii) the unlawful display of any temporary or portable sign(s), or (iii) the unlawful display of any flag(s), banner(s), or balloon(s)

“Citation” or “administrative citation” means a civil citation issued pursuant to this chapter stating that there has been a violation of one or more provisions of the code and setting the amount of the administrative penalty to be paid by the responsible party.

“Code” means the Taft City Code, including all uniform codes incorporated by reference.

“City” means the City of Taft.

“Days” mean calendar days.

“Notice of decision” shall mean a form prepared by the City and used to inform a citee of any decision made pursuant to any provision of this chapter.

“Public official” means the code enforcement officer, the building official, the fire marshal, the planning public official, the chief of police, or their designees, or any other individual or body appointed by the City Council to enforce codes and which is authorized to administer this chapter.

“Responsible party” means an individual, association, partnership, political subdivision, government agency, municipality, limited liability company, public or private corporation, firm, organization, joint venture or any other entity whatsoever whose action or actions caused or contributed to violations of codes specified in this chapter.

“Responsible party” also includes property owners and lessees.

“Year” means three hundred sixty-five consecutive days.

1-3-4 Administrative Penalty

A. Any person violating any provision of this code, as amended from time to time, may be subject to the assessment of civil fines and penalties pursuant to the administrative procedures established in this chapter and authorized by Government Code Section 53069.4

B. Each and every day a violation of this code exists constitutes a separate and distinct violation.

1-3-5 Authority.

A. The public official shall take action pursuant to this chapter only to secure compliance with this code and to ensure deterrence against violations of this code. Consistent with these exclusive purposes for this chapter, the public official shall have the authority and powers necessary to determine whether a violation of this code exists and the authority to take

appropriate action to gain compliance with the provisions of this code. These powers include the power to issue notices of violation, the power to assess and collect civil fines and penalties as provided in this chapter, and the power to enter and inspect public and private property as permitted by law.

B. Consistent with the purposes for this chapter as set forth in the preceding paragraph, the public official is authorized to enter upon any property or premises to ascertain whether there are violations of this code, and to make any examinations and surveys as may be necessary in the performance of his or her duties. If the property owner or other responsible person refuses permission to enter or inspect, the public official may seek an administrative inspection warrant pursuant to the California Code of Civil Procedure or as otherwise authorized by law. Following the obtaining of owner permission to inspect or a lawful inspection warrant, the public official is authorized to conduct examinations and surveys that may include, but are not limited to, the taking of photographs or video recordings and the taking of samples or other physical evidence or recordings. All inspections, entries, examinations and surveys shall be done in a reasonable manner and shall at all times comply with constitutional and statutory requirements.

C. The public official is authorized to assess civil fines or penalties pursuant to this chapter for any portion of this code that the public official's department has the responsibility to enforce, whether wholly or partially, pursuant to this code or other law. The public official may take such action in accordance with, or with the cooperation of, any other department with jurisdiction or responsibility over the matter.

1-3-6 Violations of This Chapter.

Any person who violates any provisions of this code, as amended from time to time, or any person who owns property upon which a violation exists, irrespective of whether that person caused the violation, shall be subject to an administrative fine or penalty up to the maximum amounts set forth in this chapter.

Prior to commencing any action under this chapter, the public official shall attempt to ascertain whether the violation of this code is being carried on substantially or exclusively by individuals who rent, lease, or otherwise have no ownership interest on the property on which the violation is occurring. If the public official determines that the violation is being caused by a renter, lessor, or other person who has no ownership interest in the property, the public official shall not commence proceedings under this chapter against the property owner until the public official has attempted to contact the owner and has provided the owner a reasonable period of time and opportunity in which to cure the violation or cause the violation to be cured. If the owner of the property does not respond within a reasonable time, or the owner cannot be found following the exercise of reasonable diligence to locate the owner, the public official may thereafter commence proceedings pursuant to this chapter against the owner.

1-3-7 Infractions.

If this code designates the violation as an infraction, the public official may impose as the administrative fine up to the maximum fine or penalty amounts for infractions set forth in subdivision (b) of California Government Code Section 25132; the public official may impose the fine if the violation is not abated by the date specified in the notice of violation.

1-3-8 Violations Other than Infractions.

For any violation of this code, the public official may impose an administrative fine within the amounts set forth below:

A. If the violation arises from an unlawful commercial, industrial, rental (residential or non-residential), owner-occupied residential, or similar structure on the property, the public official, in his or her discretion, may impose a fine in one of the following sums:

1. The fair market rental value of the land or structure in violation for the period of time elapsed from the date of transmittal of the notice of violation through to the abatement of the violation by whatever means;
2. Up to one hundred dollars from the date of transmittal of the notice of violation, and up to one hundred dollars for each calendar day thereafter that the violation exists on the property through the effective date of the notice of violation; or
3. In the event that the use of a structure in violation may be permitted with an appropriate permit, up to a maximum of five times the amount of the standard fee for such a permit.

B. For any other violation, the public official in his or her discretion may impose a fine up to one hundred dollars from the date of transmittal of the notice of violation, and up to one hundred dollars for each calendar day thereafter that the violation exists on the property through the effective date of the notice of violation.

C. Although this section authorizes fines to be imposed in amounts up to one hundred dollars per day of violation, the public official shall not automatically impose fines up to such amount for each day a violation exists. It is the intent of the city council in enacting this chapter that fines for violations of this code to be set at amounts no higher than that which are sufficient to secure compliance with this code and to deter individuals and entities from violating this code. When setting the amount of the fine under either subsection A or B of this section, the public official shall be strictly guided only by the factors set forth in Section 1-3-10. In no event shall the public official impose a fine that is excessive in light of the nature and scope of the violation or that is intended to achieve some purpose other than securing compliance with this code or achieving deterrence.

1-3-9 Accrual of Interest.

Any administrative fine and penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing on the twentieth day after the penalty becomes a final decision or order.

1-3-10 Setting of Fines.

A. The public official shall determine fines in the first instance. In making the determination, the public official may take into account the facts and circumstances of the violation, including without limitation:

1. The length of time violations existed;
2. The culpability of the violator and the willfulness of the violation;
3. The number of previous violations of the same or related type committed by the violator within the preceding thirty-six months;
4. The extent of the violation and the effect of the violation on neighboring properties;
5. Attempts, if any, to comply with the applicable ordinances; and
6. The time necessary to abate the violation.

B. In making a determination of the fine, the public official may consider any information submitted by the property owner, tenant, lessor, and/or other occupant of the property. In the event that the public official determines that the violation was not caused by, or with the knowledge of, the current owner, tenant, lessor, and/or occupant the public official may reduce or eliminate the fine. In the event the public official determines that the correction of the violation is not feasible, and the violation does not present a threat to public health or safety, the public official may reduce or eliminate the fine.

1-3-11 Notice of Violation.

Upon determining that a violation of any provision of this code exists, the public official may take the following steps:

A. Issue a "notice of violation, order to correct, and notice of assessment of civil fines and penalties," hereinafter referred to as "notice of violation," to the property owner, tenant, lessor, and/or occupant of the property by certified mail or by personal service by the public official or a peace officer. The notice of violation shall specify or contain:

1. The name and address of the property owner, tenant, lessor, and/or occupant and the address and assessor's parcel number (APN) of the property where the violation exists;

2. A statement that a determination has been made that a violation of this code exists on the identified property and specifying the sections of this code violated and the conditions constituting each and every violation;

3. A specified time period from receipt of the notice of violation within which the violation must be abated;

4. A statement advising the property owner, tenant, lessor, and/or occupant that in the event the violation is not abated by the expiration of the time specified in the notice of violation, the property owner, tenant, lessor, and/or occupant shall be subject to administrative fines and penalties under this chapter and specifying the maximum amount of such fines and penalties;

5. A statement that the property owner, tenant, lessor, and/or occupant may submit in writing to the public official any information relating to the determination of the existence of the violation or violations or the amount of the fine to be imposed;

6. A statement of the additional potential consequences that could occur if the violation continued after the expiration of the time specified in the notice of violation; including, but not limited to, criminal prosecution, civil injunction, administrative abatement, judicial abatement, revocation of permits, recordation of notice of violation, and withholding of future city permits.

7. A statement that the property owner, tenant, lessor, and/or occupant affected by the notice of violation may, within ten calendar days after delivery or service of the notice of violation, appeal in writing to the public official which issued the notice of violation findings, determinations and amount of potential fines and penalties set out in the notice of violation, pursuant to the procedures set out in Section 1-3-12.

8. The notice of violation shall contain a statement that, if the owner, tenant, lessor, and/or occupant fails to request an appeal of the determination of administrative fines set out in the notice of violation, the determination of fines in the notice of violation shall be final.

B. The public official may, in his or her discretion, record a copy of the notice of determination of fine with the county recorder of Kern County. In the event of such recordation and in the event that the notice of violation is subsequently modified, the public official shall record a notice of correction. Correction of the violation shall not excuse the owner's liability for costs incurred during the administrative abatement process. In the event that the notice of violation is eliminated through the appeal process or because the violations have been corrected, the public official shall record a notice of withdrawal of the notice of violation, or a notice of satisfaction and compliance of the notice of violation.

C. If the public official determines that an effort is being made to correct the violation, he or she may grant an additional period of time for correction of the violation.

D. The failure of any person with an interest in the property, or other responsible party, to receive such properly addressed notice of the hearing shall not affect the validity of any proceedings under this chapter.

E. Unless the notice of violation is appealed within the time limit and manner set forth in Section 1-3-12, the notice of violation shall constitute the final administrative order or decision of the local agency and the assessment of administrative fines and penalties shall become a final order or decision within the meaning of Government Code Section 53069.4(b)(1) and (c).

1-3-12 Appeal to Hearing Officer.

A. Any person (the "appellant") upon whom a notice of violation is served may appeal the findings, determinations and/or amount of potential fines and penalties set out in the notice of violation pursuant to the procedures set forth in this section. The appellant must file a written appeal with the public official within ten working days of personal service or the date of mailing of the notice of violation. The written appeal shall contain:

1. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;
2. A brief statement of the material facts which the appellant claims support his or her contention that no administrative penalty should be imposed or that an administrative penalty of a difference amount is warranted; and
3. An address at which the appellant agrees notice of any additional proceeding or an order relating to imposition of the administrative penalty may be received by first class mail.

B. The written appeal must be accompanied by payment of any fee the city council establishes under Section 1-3-15, or a request for exemption provided for in Section 1-3-16. Failure to comply with the requirements of this paragraph within the ten days for filing an appeal set forth in subsection A of this section shall constitute a waiver of the right to appeal.

C. An appeal of a notice of violation shall be heard by an independent and neutral hearing officer. The hearing officer may include a retired judge; attorney with more than five years of experience practicing law, provided he or she has experience in code enforcement matters; hearing officer selected from, or recommended by, the California Office of Administrative Hearings; qualified arbitrator employed by any private firm that specializes in providing alternative dispute resolution or arbitration services; or any other person with sufficient training, experience, and qualifications to render a reasoned and impartial decision regarding the matters appealed. The city is authorized to enter into a contract with an individual, company, or firm to provide hearing officer services, provided the individual, company, or firm adopts and follows adequate procedures for maintaining neutrality and avoiding conflicts of interest.

D. The appeal hearing shall be set no sooner than twenty calendar days and no later than forty-five calendar days following receipt of the written appeal, unless a different date is mutually agreed upon by the appellant and public official. Notice of the appeal hearing shall be mailed by

registered mail at least fifteen calendar days before the date set for the hearing. Failure of the appellant to appear timely will cause the notice of violation and the assessment of administrative fines and penalties to become a final order or decision.

E. In reviewing the notice of violation, the hearing officer shall consider the factors set forth in Section 1-3-10 above, and shall uphold, withdraw, or modify the notice of violation and fines and penalties specified by that notice. The hearing officer shall serve a copy of his or her written decision on the appellant. The hearing officer's decision shall be mailed by registered mail and shall be deemed served within five working days after the date it was mailed to the address provided by the appellant.

F. The decision of the hearing officer shall constitute the administrative order or decision of the local agency within the meaning of Government Code Section 53069.4(b)(1) and (c) and shall be final unless appealed as set out in Section 1-3-13.

1-3-13 Appeal to Superior Court.

Any person aggrieved by a final administrative order or decision imposing an administrative fine may seek review with the Kern County Superior Court pursuant to Government Code Section 53069.4.

1-3-14 Collection of Fines and Penalties.

When an administrative fine or penalty becomes a final order under this section or Government Code Section 53069.4, the city may proceed to collect the fine or penalty as follows:

A. The city may commence a civil action to enjoin and/or collect the administrative fines and penalties; in the event a civil action is commenced to collect the administrative fines and penalties, the city shall be entitled to recover all costs associated with the collection of the fines and penalties. Such costs include, without limitation, staff and counsel time incurred in the collection of the penalty, attorney fees for processing the civil action, and those costs set forth in Code of Civil Procedure Section 1033.5.

B. The amount of any unpaid final administrative fine, plus interest, plus any other costs as provided in this chapter, may be declared a lien on any real property owned by the property owner within the city against whom an administrative penalty has been imposed as follows:

1. Notice shall be given to the property owner before recordation of the lien, and shall be served in the same manner as a summons in the civil action pursuant to Code of Civil Procedure Section 415.10 et seq.; and
2. The lien shall attach when the city records it with the county recorder's office. The lien shall specify the amount of the lien, the date of the code violations, the date of the final

decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel; and

3. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, the city shall record a notice of the discharge containing the information specified in subsection B.

C. The amount of the unpaid administrative penalty, plus interest, plus any other costs as provided in this section, may be made a special assessment against the real property on which the violation occurred. These sums may be collected at the same time and in the same manner as ordinary secured property taxes are collected.

D. The city may withhold issuance of discretionary licenses, permits and other entitlements to the property owner on any project, property, or application of any kind whenever an administrative penalty remains unpaid.

E. The city may take such other actions as are allowed for enforcement of a civil judgment, such as is provided for pursuant to the Enforcement of Judgment Law, California Code of Civil Procedure Section 680.010 et seq.

1-3-15 Appeal Fees Authorized.

The city council is authorized to establish reasonable fees for the filing, processing, and handling of the administrative appeal authorized by Section 1-3-12. The city council shall comply with the requirements of Government Code Section 54985 et seq. in establishing and annually updating the amounts of these fees.

1-3-16 Exemption from Appeal Fees.

The city council may consider applications for exemption from any filing fees established per the preceding section in cases of undue financial hardship. Any applicant requesting such an exemption may file a request for the exemption at the time he or she files an appeal under Section 1-3-12. The city council shall act on the request for exemption prior to any proceedings under Section 1-3-12. If the council finds an undue financial hardship exists on the appellant, it may exempt the applicant from the filing fees in whole or in part. For purposes of this section, undue financial hardship shall be strictly construed. If the request for exemption is denied, in whole or in part, the appellant shall pay the filing fee, or portion thereof the council determines he or she shall pay, within ten working days of the city council meeting in which the request for exemption is heard. The appellant's failure to pay the fee within this time shall constitute a waiver of its right to appeal.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published, at least one (1) time in the Taft Midway Driller, a newspaper of general circulation, published and circulated in the City of Taft and thenceforth and thereafter the same shall be in full force and effect.

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

Paul Linder, Mayor

Attest:

Louise Hudgens, City Clerk

Approved as to form:

Thomas Ebersole, City Attorney

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 Ordinance had its first reading on _____, and had its second reading _____, and was passed by the following vote:

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

Louise Hudgens, CMC
City Clerk



City of Taft Agenda Report

DATE: June 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

HEARING ON COSTS AND PLACEMENT OF LIENS ON ABATED PROPERTIES

SUMMARY STATEMENT:

The properties listed below have had nuisances abated. The owners of record have been notified by certified mail and by posting on said properties in accordance with the City of Taft Municipal Code of the costs incurred during the abatement process.

The owners were also notified of the time and place of a Public Hearing on costs whereby Council will hear any objections or protests from the property owner or other interested parties.

If costs of abatement as submitted or modified for the property listed here are not paid within 5 days from the date of confirmation, the confirmed Statements of Expense shall constitute a lien against the properties and all such costs to be made a personal obligation against the property owner pursuant to section 38773 of the California Government Code and Taft Municipal Code section 3-4.5-5 (c) and (d).

APN # 031-450-29	134 North St., Taft, CA	\$ 7,430.75 (demolation)
APN # 031-460-13	105 ½ Lucard Street, Taft, CA	\$13,452.68 (demolation)
APN # 032-010-18	906 6 th Street, Taft, CA	\$ 1,173.59
APN # 031-200-10	108 7 th St., Taft, CA	\$30,552.88 (demolation)
APN # 031-280-27 & 28	427 San Emidio St., Taft, CA	\$ 3,948.44

RECOMMENDED ACTION

1. Conduct hearing re Statement of Expense.
2. Motion to confirm Statement of Expense as submitted and approve resolutions titled a
 - A. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 134 NORTH ST., TAFT, CA APN # 031-450-29**
 - B. **RESOLUTION 105 ½ Lucard St., Taft, CA APN #031-460-13**
 - C. **RESOLUTION 906 6th St., Taft, CA APN 032-010-18**
 - D. **RESOLUTION 108 7th St., Taft, CA APN 031-200-10**
 - E. **RESOLUTION 427 San Emidio St., Taft, CA APN 031-280-27 & 28**

IMPACT ON BUDGET (Y/N): Yes (revenue when collected)

ATTACHMENT (Y/N): Yes - Resolutions

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 427 San Emidio St., Taft, CA 93268, APN # 031-280-27 & 031-280-28

WHEREAS, the City of Taft has been diligently pursuing the betterment of the community; and

WHEREAS, the City of Taft has followed all steps outlined in Section 3-4-9 of the Taft Municipal Code in order to abate nuisance in the community; and

WHEREAS, costs have been incurred during the abatement process and demolition of building on said property; and

WHEREAS, the following cost shall constitute a lien upon the property located at and known as **427 San Emidio St., Taft, CA 93268, APN # 031-280-27 & 031-280-28**

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Taft approves and confirms the following costs of \$3,948.44 and resolves that these costs shall constitute a lien on said property and shall accrue interest in the amount of 6% per annum on the unpaid balance until paid in full.

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, 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.

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Louise Hudgens, City Clerk

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 108 7th St., Taft, CA 93268, APN # 031-200-10

WHEREAS, the City of Taft has been diligently pursuing the betterment of the community; and

WHEREAS, the City of Taft has followed all steps outlined in Section 3-4-9 of the Taft Municipal Code in order to abate nuisance in the community; and

WHEREAS, costs have been incurred during the abatement process and demolition of building on said property; and

WHEREAS, the following cost shall constitute a lien upon the property located at and known as **108 7th St., Taft, CA 93268, APN # 031-200-10**

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Taft approves and confirms the following costs of \$30,552.88 and resolves that these costs shall constitute a lien on said property and shall accrue interest in the amount of 6% per annum on the unpaid balance until paid in full.

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, 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.

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Louise Hudgens, City Clerk

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING
AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT
906 6th Street, Taft, CA 93268, APN # 032-010-18**

WHEREAS, the City of Taft has been diligently pursuing the betterment of the community; and

WHEREAS, the City of Taft has followed all steps outlined in Section 3-4-9 of the Taft Municipal Code in order to abate nuisance in the community; and

WHEREAS, costs have been incurred during the abatement process and demolition of building on said property; and

WHEREAS, the following cost shall constitute a lien upon the property located at and known as **906 6th Street, Taft, CA 93268, APN # 032-010-18**

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Taft approves and confirms the following costs of \$1,173.59 and resolves that these costs shall constitute a lien on said property and shall accrue interest in the amount of 6% per annum on the unpaid balance until paid in full.

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, 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.

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Louise Hudgens, City Clerk

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 105 1/2 Lucard St., Taft, CA 93268, APN # 031-460-13-00

WHEREAS, the City of Taft has been diligently pursuing the betterment of the community; and

WHEREAS, the City of Taft has followed all steps outlined in Section 3-4-9 of the Taft Municipal Code in order to abate nuisance in the community; and

WHEREAS, costs have been incurred during the abatement process and demolition of building on said property; and

WHEREAS, the following cost shall constitute a lien upon the property located at and known as **105 1/2 Lucard St., Taft, CA 93268, APN # 031-460-13-00**

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Taft approves and confirms the following costs of \$13,452.68 and resolves that these costs shall constitute a lien on said property and shall accrue interest in the amount of 6% per annum on the unpaid balance until paid in full.

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, 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.

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Louise Hudgens, City Clerk

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND CONFIRMING THE COSTS FOR THE ABATEMENT OF THE NUISANCE AT 134 North St., Taft, CA 93268, APN # 031-450-29

WHEREAS, the City of Taft has been diligently pursuing the betterment of the community; and

WHEREAS, the City of Taft has followed all steps outlined in Section 3-4-9 of the Taft Municipal Code in order to abate nuisance in the community; and

WHEREAS, costs have been incurred during the abatement process and demolition of building on said property; and

WHEREAS, the following cost shall constitute a lien upon the property located at and known as **134 North St., Taft, CA 93268, APN # 031-450-29**

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Taft approves and confirms the following costs of \$7,430.75 and resolves that these costs shall constitute a lien on said property and shall accrue interest in the amount of 6% per annum on the unpaid balance until paid in full.

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, 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.

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Louise Hudgens, City Clerk

CITY OF

TAFT

energized for the future

Certificate of Recognition

*The City Council of the
City of Taft*

hereby recognizes

Morgan Butler

*For successfully completing the 2012/2013 Taft College
Internship Program assigned to working at Taft City Hall,
and for her willingness to complete any task given to her
always with a smile.*

*With Gratitude and Best Wishes
for a successful future*

Signed and Dated this 4thth day of June, 2013

Paul Linder Mayor

Orchel D. Krier Mayor Pro Tem

Randy Miller Council Member

Dave Noerr Council Member

Ron Waldrop Council Member

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
MINUTES
MAY 21, 2013**

REGULAR MEETING

6:00 P.M.

The May 21, 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 Howard Tello, Seven Day Adventist Church.

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

ABSENT: Council Member Dave Noerr

1. PUBLIC HEARING - CONDUCT PUBLIC HEARING REGARDING THE INCREASE OF RATES FOR REFUSE SERVICES, COUNT WRITTEN PROTESTS RECEIVED, AND IF NO MAJORITY PROTEST EXISTS, APPROVE PROPOSED REFUSE RATES.

The duly noticed PH was opened to receive testimony from proponents and opponents. Being none, the PH was closed.

Envelopes containing protests from property owners were opened and a count taken of qualified protests. There were 46 out of a possible 3,151 for 1.46 percent of property owners who protested.

Moved by Waldrop, seconded by Miller, to approve an Ordinance titled An ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING SECTION 3.2-12 OF THE TAFT CITY CODE ESTABLISHING REFUSE AND STREET SWEEPING RATES FOR CITY CUSTOMERS, **for first reading by title only and reading of such be waived**

AYES: Krier, Miller, Waldrop, Linder

Moved by Krier, seconded by Miller, to approve Resolution titled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, CONFIRMING COMPLIANCE WITH SECTION 6 OF ARTICLE XIID OF THE CALIFORNIA CONSTITUTION THEREBY ADOPTING REFUSE SERVICE RATES.

(Resolution No. 3530-13)

AYES: Krier, Miller, Waldrop, Linder

2. PUBLIC HEARING - CONDUCT PUBLIC HEARING REGARDING THE INCREASE OF RATES FOR SEWER SERVICES, COUNT WRITTEN PROTESTS RECEIVED, AND IF NO MAJORITY PROTEST EXISTS, APPROVE PROPOSED SEWER RATES.

The duly noticed PH was opened to receive testimony from proponents and opponents. Being none, the PH was closed.

Envelopes containing protests from property owners were opened and a count taken of qualified protests. There were 39 out of a possible 3,116 for 1.25 percent of property owners who protested.

Moved by Miller, seconded by Waldrop, to approve an Ordinance titled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING SECTION 3.3-6 OF THE TAFT CITY CODE ESTABLISHING SEWER RATES **only and reading of such be waived.**

AYES: Krier, Miller, Waldrop, Linder

Moved by Miller, seconded by Krier, to approve Resolution titled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, CONFIRMING COMPLIANCE WITH SECTION 6 OF ARTICLE XIID OF THE CALIFORNIA CONSTITUTION THEREBY ADOPTING SEWER SERVICE RATES
(*Resolution No. 3531-13*)

AYES: Krier, Miller, Waldrop, Linder

3. PUBLIC HEARING - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - FINAL CLOSEOUT GRANTEE PERFORMANCE REPORT 08-EDEF-5878 AND 09-EDEF-6534

The duly noticed PH was opened to receive testimony from proponents and opponents. Being none, the PH was closed.

Moved by Miller, seconded by Krier, to receive report and submit report to CDBG

AYES: Krier, Miller, Waldrop, Linder

4. CITIZEN REQUESTS/PUBLIC COMMENTS

Harvey Hall, Hall Ambulance and Bakersfield City Mayor, presented Council with plaque in appreciation of 18 years of Taft's support and to bring attention to Emergency Medical Services Week.

Shannon Jones, Chamber of Commerce Event Coordinator, read a letter of appreciation to Council from the downtown merchants and announced upcoming Community events.

5. TREASURERS REPORT

Ben Mangum, City Treasurer, gave the financial Report for period ended March 2013.

6. COUNCIL STATEMENTS (NON ACTION) [6:58:42 PM](#)

Each of the Council Members gave a positive report of the previous week-end's Relay for Life Event.

Miller requested help for tornado victims in Oklahoma.

Waldrop requested that veterans participate in the "Raising the Flag" event on May 26 at Veteran's Hall.

Linder stated that Kiwanis will be placing flags on Memorial Day.

7. PLANNING COMMISSION REPORTS – None.

8. DEPARTMENT REPORTS

Police Chief Whiting reported on an FBI workshop he had attended. Kern County Fire Battalion Chief Brett Moon gave tips on best way to report possible arson.

9. CITY MANAGER STATEMENTS

City Manager Craig Jones reported on meeting with Supervisor Couch, that the Governor is working towards eliminating enterprise zones and asked that everyone write letters encouraging him not to.

10. CITY ATTORNEY STATEMENTS – None.

11. FUTURE AGENDA REQUESTS

Linder requested agenda item to donate \$2,000 toward Firework Show. Miller concurred.

CONSENT CALENDAR ITEMS 12 - 19

Moved by Waldrop, seconded by Krier, to approve consent calendar items 12-16 and 19.

AYES: Krier, Miller, Waldrop, Linder

12. MINUTES

May 7, 2013 Regular

Recommendation – Approve as submitted.

13. PAYMENT OF BILLS

Cash Disbursements	Warrant # 042513	Check No. 75341-75342	\$ 503.99
	Warrant # 051013	Check No. 75343-75422	\$142,140.41

Recommendation – Approve payment of bills.

14. STANDARD AGREEMENT 08-EDEF-5878 – DISENCUMBERING UNUSED CDBG GRANT FUNDS

Recommendation – Informational only.

15. STANDARD AGREEMENT 08-EDEF-5878

Recommendation – Motion to authorize the repayment of Activity Delivery funds to the Department of Housing and Community Development Department from General Fund in the amount \$2,780 and to reallocate grant expense in the amount of \$10,291 to General Fund.

16. UNEMPLOYMENT COMPENSATION (EDD) PAYOUTS

Recommendation – Motion to Authorize the loan of \$10,098 from General Fund Reserves to the CCF for the payment of the 2012 4th quarter EDD Benefits.

19. OPPOSITION TO AB 649, AB 1301 & AB 1323 – PROHIBITING HYDRAULIC FRACTURING; OPPOSITION TO SB 241 – SEVERANCE TAX ON OIL PRODUCTION

Recommendation – Motion to approve and execute opposition letters for AB 649, AB 1301, AB 1323 & SB 241.

17. TAFT POLICE DEPARTMENT WISHES TO PURCHASE A CITIZEN RIMS SOFTWARE CRIME MAPPING MODULE FOR THE NEW WEBSITE.

- Removed from Consent Calendar by Krier

Police Chief Whiting explained that the mapping software would allow anyone to check on the City's website where crimes have occurred and who the perpetrator was. County areas would be identified if a City police officer had assisted. The funds to be used from AB109 are for overtime and crime prevention.

Moved by Krier, seconded by Waldrop, to approve the purchase of the CITIZEN RIMS software module from Sun Ridge Systems for \$4,115.00

AYES: Krier, Miller, Waldrop, Linder

18. MOU WITH THE TAFT CITY SCHOOL DISTRICT FOR A FULL TIME PAID SCHOOL RESOURCE OFFICER (SRO)

- Removed from Consent Calendar by Krier

There was no discussion other than to point out that the position is being fully funded by Taft City School District and that the three (3) School Resource Officers allows the City Police Department to be fully staffed.

Moved by Krier, seconded by Waldrop, to approve and sign the MOU with the Taft City School District for a full time paid School Resource Officer.

AYES: Krier, Miller, Waldrop, Linder

Mayor Linder recessed the meeting to closed session at [7:43:12 PM](#)

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION

Government Code Section 54956.9(b) – 1 case.

ACTION TAKEN: Gave direction to staff.

B. CONFERENCE WITH LABOR NEGOTIATOR, CRAIG JONES, CITY MANGER, Government Code 54957.6 – All units.

ACTION TAKEN: Gave direction to staff.

ADJOURNMENT

The meeting adjourned at 9:10 PM with no further business to conduct.

**ACCOUNTS PAYABLE CASH DISBURSEMENTS
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON _____

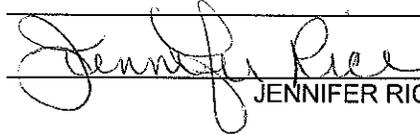
58 FEDWWTP
60 SEWER

\$211.42
\$17,325.00

\$ 17,536.42 OUT OF FUNDS AS NOTED ABOVE

MAYOR

CITY CLERK


JENNIFER RICE

ACCOUNT CLERK II

WARRANT NO. 051013

DATE: 05/10/13

CHECK NUMBER 75423-75424
VOID & REISSUE

TOTAL

\$ 17,536.42

CITY COUNCIL

CITY OF TAFT
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75423	5/10/2013	PRINTED	1026	CITY OF TAFT	17,325.00
75424	5/10/2013	PRINTED	4125	PACIFIC GAS & ELECTRIC	211.42
			2 Checks	Cash Account Total:	17,536.42

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
1026 -	CITY OF TAFT	050713	INV	5/10/2013	\$17,325.00	75423	INCIDENTAL TAKE PERMIT # 2081-2013-015-04	60660 10001
4125 -	PACIFIC GAS & ELECTRIC	4897-0413	INV	5/10/2013	\$211.42	75424	WWTP,FEDWWTP-3/15-4/8/13 ELECTRIC USAGE	58458 08100
					\$17,536.42			

**ACCOUNTS PAYABLE CASH DISBURSEMENTS
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON _____

\$ 677,926.09 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$510,784.56
38 LANDSCAPE ASSESSMENT DIST	\$4,413.44
41 TARP / RLF	\$150.00
48 HOME RLF / HOUSING	\$28.68
50 CRIME PREVENTION	\$3,554.69
51 CCF FACILITY	\$885.14
58 FEDERAL PRISON-WWTP	\$40,953.77
59 CENTRAL GARAGE	\$2,690.91
60 SEWER	\$11,502.89
61 REFUSE	\$39,725.57
62 TRANSIT	\$16,059.21
65 TCDA	\$6,601.06
66 / LOW MOD HOUSING	\$5,908.50
67 TCDA / DEBT SRV FND	\$158.50
70 WWTP	\$32,804.84
78 TRUST & AGENCY	\$1,704.33

TOTAL \$677,926.09

MAYOR

CITY CLERK

Jennifer Rice

JENNIFER RICE ACCOUNT CLERK II

WARRANT NO. 052413 DATE: 05/24/13
CHECK NUMBER 75425-75514

CITY COUNCIL

Thursday, 23 May, 2013

CITY OF TAFT
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75425	5/24/2013	PRINTED	26	ABATE-A-WEED	562.63
75426	5/24/2013	PRINTED	370	AUSTINS PEST CONTROL	40.00
75427	5/24/2013	PRINTED	651	BLUE CROSS OF CALIFORNIA	538.85
75428	5/24/2013	PRINTED	711	BRENNTAG PACIFIC,INC	4,946.20
75429	5/24/2013	PRINTED	715	BRIGHT HOUSE NETWORKS	210.02
75430	5/24/2013	PRINTED	738	BROWN & REICH PETROLEUM INC.	8,698.48
75431	5/24/2013	PRINTED	915	CARQUEST AUTO PARTS	867.67
75432	5/24/2013	PRINTED	944	CEMEX INC.	513.58
75433	5/24/2013	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	633.33
75434	5/24/2013	PRINTED	1113	COTA COLE LLP	10,183.45
75435	5/24/2013	PRINTED	1114	COUNTRY AUTO & TRUCK TAFT	4.05
75436	5/24/2013	PRINTED	1363	DEPARTMENT OF JUSTICE	1,526.00
75437	5/24/2013	PRINTED	1379	DEVON'S BODY SHOP	255.00
75438	5/24/2013	PRINTED	1515	DRILLER PRINTERS, INC.	123.63
75439	5/24/2013	PRINTED	12641	ECOVA	34.65
75440	5/24/2013	PRINTED	1830	FASTENAL	14.70
75441	5/24/2013	PRINTED	1845	FEDERAL EXPRESS CORP	47.37
75442	5/24/2013	PRINTED	1856	FERGUSON ENTERPRISES, INC.	346.15
75443	5/24/2013	PRINTED	1821	FIA CARD SERVICES	165.10
75444	5/24/2013	PRINTED	1821	FIA CARD SERVICES	259.69
75445	5/24/2013	PRINTED	1821	FIA CARD SERVICES	273.90
75446	5/24/2013	PRINTED	1821	FIA CARD SERVICES	375.35
75447	5/24/2013	PRINTED	1821	FIA CARD SERVICES	844.04
75448	5/24/2013	PRINTED	1821	FIA CARD SERVICES	881.09
75449	5/24/2013	PRINTED	1821	FIA CARD SERVICES	1,774.11
75450	5/24/2013	PRINTED	1821	FIA CARD SERVICES	2,447.96
75451	5/24/2013	PRINTED	1898	FIRST CHOICE SERVICE	69.89
75452	5/24/2013	PRINTED	2031	GEMCARE HEALTH PLAN INC.	25,712.30
75453	5/24/2013	PRINTED	2042	GENERAL PRODUCTION SERVICE, INC.	1,376.25
75454	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	276.06
75455	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	381.00

Thursday, 23 May, 2013

**CITY OF TAFT
ACCOUNTS PAYABLE CHECK REGISTER**

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75456	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	381.00
75457	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	595.19
75458	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	1,582.20
75459	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	2,276.50
75460	5/24/2013	PRINTED	2059	GIBBS CONSTRUCTION CO.	2,370.89
75461	5/24/2013	PRINTED	2061	GOLDEN EMPIRE CONCRETE	294.94
75462	5/24/2013	PRINTED	2097	GONZALES, JUAN	681.00
75463	5/24/2013	PRINTED	2179	GRIFFITH COMPANY	363,940.59
75464	5/24/2013	PRINTED	2178	GRIFFITH, VINCENT	300.00
75465	5/24/2013	PRINTED	2267	HELT ENGINEERING, INC.	41,991.33
75466	5/24/2013	PRINTED	2278	HINDERLITER, DE LAMAS & ASSOC.	1,183.92
75467	5/24/2013	PRINTED	2268	HdL, COREN & CONE	1,575.00
75468	5/24/2013	PRINTED	2450	iKNOW TECHNOLOGY, INC.	84.50
75469	5/24/2013	PRINTED	2599	JACK'S TROPHY SHOP	15.39
75470	5/24/2013	PRINTED	12644	JOHN CRANE PRODUCTION SOLUTIONS II	106.38
75471	5/24/2013	PRINTED	2813	KAISER FOUNDATION HEALTH PLAN INC.	18,322.52
75472	5/24/2013	PRINTED	2921	COUNTY OF KERN	10,756.80
75473	5/24/2013	PRINTED	2855	COUNTY OF KERN	450.00
75474	5/24/2013	PRINTED	2875	KERN COUNTY BUILDING	2,759.50
75475	5/24/2013	PRINTED	2914	KERN ELECTRIC DIST.	174.94
75476	5/24/2013	PRINTED	2927	KERN TURF SUPPLY INC.	547.12
75477	5/24/2013	PRINTED	12643	LEWIS C NELSON & SONS, INC.	69.30
75478	5/24/2013	PRINTED	3180	LOWE'S COMPANIES, INC.	182.75
75479	5/24/2013	PRINTED	3376	MIDWAY LABORATORY	440.00
75480	5/24/2013	PRINTED	3398	MISSION LINEN SUPPLY	447.19
75481	5/24/2013	PRINTED	3397	MOBILE CRANES AND EQUIPMENT	91.38
75482	5/24/2013	PRINTED	3434	MOORE & ASSOCIATES	208.60
75483	5/24/2013	PRINTED	3461	MOSS, LEVY & HARTZHEIM	16,817.00
75484	5/24/2013	PRINTED	3678	NATIONAL TOXICOLOGY	30.00
75485	5/24/2013	PRINTED	3600	NBS	4,249.68
75486	5/24/2013	PRINTED	12642	O'BOYLE, RONALD	201.03

Thursday, 23 May, 2013

**CITY OF TAFT
ACCOUNTS PAYABLE CHECK REGISTER**

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
75487	5/24/2013	PRINTED	3790	OFFICE DEPOT	1,087.57
75488	5/24/2013	PRINTED	4125	PACIFIC GAS & ELECTRIC	277.20
75489	5/24/2013	PRINTED	4117	PACIFIC TELEMAGEMENT SERVICES	80.93
75490	5/24/2013	PRINTED	4427	POWERSTRIDE BATTERY CO. INC.	52.68
75491	5/24/2013	PRINTED	4430	PREMIER ACCESS DENTAL	2,645.04
75492	5/24/2013	PRINTED	4132	PTO SALES	562.38
75493	5/24/2013	PRINTED	4451	PUBLIC AGENCY COALITION	250.00
75494	5/24/2013	PRINTED	4454	PUBLIC EMPLOYEES' RETIREMENT SYSTE	24,973.43
75495	5/24/2013	PRINTED	4823	GARY R. RIOS	300.00
75496	5/24/2013	PRINTED	4918	SMS HOLDING COMPANY	3,000.00
75497	5/24/2013	PRINTED	5096	SOUTHERN CALIFORNIA GAS CO.	230.41
75498	5/24/2013	PRINTED	5128	SOUTHWEST WATER COMPANY	55,041.82
75499	5/24/2013	PRINTED	5187	STATEWIDE TRAFFIC SAFETY & SIGNS	78.75
75500	5/24/2013	PRINTED	5247	STEWART TITLE	150.00
75501	5/24/2013	PRINTED	5326	TAFT CHEVROLET BUICK PONTIAC	2,280.74
75502	5/24/2013	PRINTED	5470	TAFT PLUMBING CO, INC	456.20
75503	5/24/2013	PRINTED	5560	GEORGE G. ROSS	140.52
75504	5/24/2013	PRINTED	12517	TAFT WOODWORKS	151.35
75505	5/24/2013	PRINTED	1008	CITY OF TAFT	1,052.48
75506	5/24/2013	PRINTED	1010	CITY OF TAFT	151.72
75507	5/24/2013	PRINTED	5600	CITY OF TEHACHAPI	50.00
75508	5/24/2013	PRINTED	5648	TOTAL COMMUNICATION SERVICE	345.00
75509	5/24/2013	PRINTED	5702	TYLER TECHNOLOGIES	4,282.64
75510	5/24/2013	PRINTED	5807	USA BLUE BOOK	2,793.87
75511	5/24/2013	PRINTED	6104	VERIZON CALIFORNIA	528.88
75512	5/24/2013	PRINTED	6226	WALLACE GROUP	11,076.91
75513	5/24/2013	PRINTED	6350	WEST KERN WATER DISTRICT	1,043.43
75514	5/24/2013	PRINTED	6399	WESTSIDE WASTE	27,333.00
			90 Checks	Cash Account Total:	677,926.09

CITY OF TULSA, OKLA
 ACCOUNTS PAYABLE WARRANT REPORT
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
26 - ABATE-A-WEED		546630	INV	5/24/2013	\$166.18	75425	CVC-KIT,CUTTER HOUSING	10416 04000
26 - ABATE-A-WEED		545206	INV	5/24/2013	\$396.45	75425	CVC-STRTR ASY/KIT WHEEL/MLCHNG BLDS/FI	10416 06200
370 - AUSTINS PEST CONTROL		52013ANX	INV	5/24/2013	\$13.33	75426	GAR,ST,TRN-5/20/13 MONTHLY SERVICE	10433 05000
370 - AUSTINS PEST CONTROL		52013ANX	INV	5/24/2013	\$13.33	75426	GAR,ST,TRN-5/20/13 MONTHLY SERVICE	59459 05000
370 - AUSTINS PEST CONTROL		52013ANX	INV	5/24/2013	\$13.34	75426	GAR,ST,TRN-5/20/13 MONTHLY SERVICE	62462 05000
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$0.58	75427	06/13 HEALTH INSURANCE PREMIUM	10432 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$0.58	75427	06/13 HEALTH INSURANCE PREMIUM	38438 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$1.23	75427	06/13 HEALTH INSURANCE PREMIUM	10000 00218
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$1.50	75427	06/13 HEALTH INSURANCE PREMIUM	58458 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$1.50	75427	06/13 HEALTH INSURANCE PREMIUM	60460 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$1.50	75427	06/13 HEALTH INSURANCE PREMIUM	70470 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$1.85	75427	06/13 HEALTH INSURANCE PREMIUM	67467 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$3.98	75427	06/13 HEALTH INSURANCE PREMIUM	65465 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$4.62	75427	06/13 HEALTH INSURANCE PREMIUM	59459 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$7.50	75427	06/13 HEALTH INSURANCE PREMIUM	10416 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$9.00	75427	06/13 HEALTH INSURANCE PREMIUM	51451 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$9.23	75427	06/13 HEALTH INSURANCE PREMIUM	10424 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$9.23	75427	06/13 HEALTH INSURANCE PREMIUM	10431 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$9.63	75427	06/13 HEALTH INSURANCE PREMIUM	10412 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$10.50	75427	06/13 HEALTH INSURANCE PREMIUM	10427 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$10.56	75427	06/13 HEALTH INSURANCE PREMIUM	10413 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$15.00	75427	06/13 HEALTH INSURANCE PREMIUM	10425 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$16.50	75427	06/13 HEALTH INSURANCE PREMIUM	61461 01445

CITY OF TULSA, 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
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$17.36	75427	06/13 HEALTH INSURANCE PREMIUM	10420 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$20.77	75427	06/13 HEALTH INSURANCE PREMIUM	10000 00239
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$26.19	75427	06/13 HEALTH INSURANCE PREMIUM	10419 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$28.76	75427	06/13 HEALTH INSURANCE PREMIUM	10415 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$35.77	75427	06/13 HEALTH INSURANCE PREMIUM	50450 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$57.06	75427	06/13 HEALTH INSURANCE PREMIUM	10433 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$84.41	75427	06/13 HEALTH INSURANCE PREMIUM	62462 01445
651 - BLUE CROSS OF CALIFORNIA		000359218G	INV	5/24/2013	\$154.04	75427	06/13 HEALTH INSURANCE PREMIUM	10421 01445
711 - BRENNTAG PACIFIC,INC		BPI301557	INV	5/24/2013	\$1,548.00	75428	FEDWWTP-SODIUM BISULFITE	58458 06250
711 - BRENNTAG PACIFIC,INC		BPI305756	INV	5/24/2013	\$1,684.71	75428	FEDWWTP-SODIUM BISULFITE	58458 06250
711 - BRENNTAG PACIFIC,INC		BPI303630	INV	5/24/2013	\$1,713.49	75428	FEDWWTP-SODIUM BISULFITE	58458 06250
715 - BRIGHT HOUSE NETWORKS		0407724-0513	INV	5/24/2013	\$210.02	75429	PD-05/13 INTERNET SERVICE	10421 02200
738 - BROWN & REICH PETROLEUM INC.		2641	INV	5/24/2013	\$184.49	75430	PD-05/01-5/15/13 FUEL USAGE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		2639	INV	5/24/2013	\$264.18	75430	CVC,ST,GAR,TRN-5/1-5/15/13 FUEL USAGE	59459 04250
738 - BROWN & REICH PETROLEUM INC.		2639	INV	5/24/2013	\$371.88	75430	CVC,ST,GAR,TRN-5/1-5/15/13 FUEL USAGE	10416 04250
738 - BROWN & REICH PETROLEUM INC.		2639	INV	5/24/2013	\$627.71	75430	CVC,ST,GAR,TRN-5/1-5/15/13 FUEL USAGE	10433 04250
738 - BROWN & REICH PETROLEUM INC.		2641	INV	5/24/2013	\$1,597.10	75430	PD-05/01-5/15/13 FUEL USAGE	10421 04250
738 - BROWN & REICH PETROLEUM INC.		5165629	INV	5/24/2013	\$2,194.92	75430	ST-ULSD #2 CLEAR BULK	10433 04250
738 - BROWN & REICH PETROLEUM INC.		2639	INV	5/24/2013	\$3,458.20	75430	CVC,ST,GAR,TRN-5/1-5/15/13 FUEL USAGE	62462 04250
915 - CARQUEST AUTO PARTS		7305-143725	INV	5/24/2013	\$6.55	75431	P-28 OIL/AIR FILTER	10421 04200
915 - CARQUEST AUTO PARTS		7305-143724	INV	5/24/2013	\$6.55	75431	P-36 OIL/AIR FILTER	10421 04200
915 - CARQUEST AUTO PARTS		7305-143805	INV	5/24/2013	\$11.08	75431	T-22 OIL/AIR FILTER	62462 04200
915 - CARQUEST AUTO PARTS		7305-143951	INV	5/24/2013	\$12.84	75431	T-23 BLUE CORAL+32 DEG	62462 04200

CITY OF TAYLOR, 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		7305-144270	INV	5/24/2013	\$15.79	75431	CC-13 3V KEYLSENTRY 2-PK/OIL/AIR FILTER	51451 04200
915 - CARQUEST AUTO PARTS		7305-143907	INV	5/24/2013	\$23.99	75431	T-14 RISLONE ENGINE TREATMENT/MARVEL M	62462 04200
915 - CARQUEST AUTO PARTS		7305-143814	INV	5/24/2013	\$26.79	75431	GAR-PZ WGT ZINC CTD1/20Z/CTD3/40Z	59459 06200
915 - CARQUEST AUTO PARTS		7305-144178	INV	5/24/2013	\$32.88	75431	M-24 STT LAMP-RED SUBM-RH	10433 04200
915 - CARQUEST AUTO PARTS		7305-143947	INV	5/24/2013	\$33.11	75431	P-45 THERMOSTAT/THERMOSTAT W/HOUSING	10421 04200
915 - CARQUEST AUTO PARTS		7305-143542	INV	5/24/2013	\$42.88	75431	T-14 GAS COMP TEST	62462 04200
915 - CARQUEST AUTO PARTS		7305-143854	INV	5/24/2013	\$61.16	75431	ME-29 PROTECTANT WIPES	10433 04200
915 - CARQUEST AUTO PARTS		7305-143950	INV	5/24/2013	\$103.01	75431	T-14 PRESTONE DEXCOOL GAL	62462 04200
915 - CARQUEST AUTO PARTS		7305-143550	INV	5/24/2013	\$117.08	75431	P-36 COOLING FAN ASSEMBLY/RADIATOR FAN	10421 04200
915 - CARQUEST AUTO PARTS		7305-143944	INV	5/24/2013	\$119.17	75431	P-45 TPMS SENSOR	10421 04200
915 - CARQUEST AUTO PARTS		7305-144128	INV	5/24/2013	\$121.67	75431	T-14 VALVE COVER SET/INTAKE MAN. SET	62462 04200
915 - CARQUEST AUTO PARTS		7305-143496	INV	5/24/2013	\$133.12	75431	P-36 RADIATOR FAN RELAY	10421 04200
915 - CARQUEST AUTO PARTS		7305-143493	INV	5/24/2013	\$250.20	75431	P-36 COOLING FAM ASSEMBLY	10421 04200
915 - CARQUEST AUTO PARTS		7305-143537	CRM	5/24/2013	-\$250.20	75431	P-36 COOLING FAN ASSEMBLY	10421 04200
944 - CEMEX INC.		9425941609	INV	5/24/2013	\$513.58	75432	ST-205 N. 10TH CONCRETE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		288996	INV	5/24/2013	\$5.90	75433	CVC-POP UP HEAD	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		288590	INV	5/24/2013	\$12.88	75433	CVC-BAR & CHAIN OIL	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		288806	INV	5/24/2013	\$13.96	75433	ST-OIL ABSORBENT	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		288521	INV	5/24/2013	\$16.11	75433	CVC-CLOTHESLINE	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		289050	INV	5/24/2013	\$16.11	75433	CVC-POST EYE CONTROL	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		288237	INV	5/24/2013	\$17.80	75433	ST-MINI ROLL/FRAME/COVER/PAINT ROLLER 1	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		288976	INV	5/24/2013	\$19.31	75433	GAR-REFILL/SHARPIE	59459 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		287414	INV	5/24/2013	\$23.61	75433	CVC-WHT CABLE TIE	10416 06200

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1035 - COOPER'S TRUE VALUE HOME CENTER		288297	INV	5/24/2013	\$25.23	75433	PD-PLEAT 40 FILTER/PREPLEAT FILTER	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		289249	INV	5/24/2013	\$26.86	75433	ST-RATCH STRAP	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		289079	INV	5/24/2013	\$29.00	75433	AC-BRS SEAMBINDER	10431 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		289044	INV	5/24/2013	\$59.60	75433	AC-PUTTY/HAMM BIT/NUTS & BOLTS	10431 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		289248	INV	5/24/2013	\$175.68	75433	ST-DOUG FIR/PLYWOOD	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		287926	INV	5/24/2013	\$214.89	75433	REF-ALU HAND RAKE/WD HAND STL RAKE	61461 09500
1035 - COOPER'S TRUE VALUE HOME CENTER		287424	CRM	5/24/2013	-\$23.61	75433	CVC-WHIT CABLE TIE RETURNED	10416 06200
1113 - COTA COLE LLP		16373	INV	5/10/2013	\$7.36	75434	CTY ATT-04/13 PITCHESSE MOTIONS	10414 03030
1113 - COTA COLE LLP		16369	INV	5/10/2013	\$72.25	75434	CTY ATT-04/13 SIERRA CLUB	10414 03029
1113 - COTA COLE LLP		16370	INV	5/10/2013	\$1,221.50	75434	CTY ATT- 04/13 DEPT OF CORR	10414 03004
1113 - COTA COLE LLP		16371	INV	5/10/2013	\$8,051.96	75434	CTY ATT-04/13 PROFESSIONAL SERVICE	10414 03000
1113 - COTA COLE LLP		16372	INV	5/24/2013	\$878.38	75434	CC-CODE ENFORCEMENT	10414 03003
1113 - COTA COLE LLP		14231	CRM	5/10/2013	-\$48.00	75434	CTY ATT-CREDIT FROM ADJ ON PRE INVOICE	10414 03003
1114 - COUNTRY AUTO & TRUCK TAFT		533399	INV	5/24/2013	\$4.05	75435	GAR-STARTING FLUID	59459 06200
1363 - DEPARTMENT OF JUSTICE		967520	INV	5/24/2013	\$32.00	75436	PD-FNGRPRNTS/FBI/CCW INITIAL	10421 09500
1363 - DEPARTMENT OF JUSTICE		967520	INV	5/24/2013	\$1,494.00	75436	PD-FNGRPRNTS/FBI/CCW INITIAL	78000 00330
1379 - DEVON'S BODY SHOP		010240	INV	5/24/2013	\$255.00	75437	CD ENF-TOW CAMPER	10425 03001
1515 - DRILLER PRINTERS, INC.		00018138	INV	5/24/2013	\$48.38	75438	PLG-B/C WAICZIS	10415 06000
1515 - DRILLER PRINTERS, INC.		00018129	INV	5/24/2013	\$75.25	75438	CC-B/C MANGUM	10411 06000
12641 - ECOVA		051513	INV	5/24/2013	\$34.65	75439	REFUND REFUSE OVERPAYMENT	78000 00229
1830 - FASTENAL		CATAF15286	INV	5/24/2013	\$30.83	75440	GAR-TFCA 1608/RUSTOL	59459 06200
1830 - FASTENAL		CATAF15290	CRM	5/24/2013	-\$16.13	75440	GAR-GEN PURPOSE GLOVE	59459 06200
1845 - FEDERAL EXPRESS CORP		2-275-62244	INV	5/24/2013	\$18.69	75441	SWR-POSTAGE	60660 10001

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1845 - FEDERAL EXPRESS CORP		2-268-06146	INV	5/24/2013	\$28.68	75441	HOME-POSTAGE	48448 06500
1856 - FERGUSON ENTERPRISES, INC.		0897518	INV	5/24/2013	\$346.15	75442	ST-SWR PIPE	10433 06200
1821 - FIA CARD SERVICES		2125-MAY13	INV	5/24/2013	\$15.10	75443	2125-BOYER-FUEL/WEB POSTING	10420 04250
1821 - FIA CARD SERVICES		2125-MAY13	INV	5/24/2013	\$150.00	75443	2125-BOYER-FUEL/WEB POSTING	10420 08600
1821 - FIA CARD SERVICES		2906-MAY13	INV	5/24/2013	\$25.74	75444	2906-WAICZIS-ARBOR DAY SUPPLIES/LODGING	10415 09626
1821 - FIA CARD SERVICES		2906-MAY13	INV	5/24/2013	\$233.95	75444	2906-WAICZIS-ARBOR DAY SUPPLIES/LODGING	10415 02000
1821 - FIA CARD SERVICES		8859-MAY13	INV	5/24/2013	\$273.90	75445	8859-ELLIOTT-LODGING	10427 08601
1821 - FIA CARD SERVICES		7752-0513	INV	5/24/2013	\$35.97	75446	7752-HUDGENS-COUNCIL MEALS/WATER	10411 03001
1821 - FIA CARD SERVICES		7752-0513	INV	5/24/2013	\$339.38	75446	7752-HUDGENS-COUNCIL MEALS/WATER	10411 09500
1821 - FIA CARD SERVICES		2596-MAY13	INV	5/24/2013	\$9.61	75447	2596-JONES-EMP AP LNCH/FUEL/LODGING	10419 09500
1821 - FIA CARD SERVICES		2596-MAY13	INV	5/24/2013	\$15.00	75447	2596-JONES-EMP AP LNCH/FUEL/LODGING	10413 06000
1821 - FIA CARD SERVICES		2596-MAY13	INV	5/24/2013	\$20.00	75447	2596-JONES-EMP AP LNCH/FUEL/LODGING	10413 04200
1821 - FIA CARD SERVICES		2596-MAY13	INV	5/24/2013	\$85.70	75447	2596-JONES-EMP AP LNCH/FUEL/LODGING	10413 02000
1821 - FIA CARD SERVICES		2596-MAY13	INV	5/24/2013	\$168.88	75447	2596-JONES-EMP AP LNCH/FUEL/LODGING	10420 02625
1821 - FIA CARD SERVICES		2596-MAY13	INV	5/24/2013	\$544.85	75447	2596-JONES-EMP AP LNCH/FUEL/LODGING	10427 08601
1821 - FIA CARD SERVICES		2510-MAY13	INV	5/24/2013	\$56.84	75448	2510-WHITING-HARD DRIVE/TRAINING/IM MEA	10421 09500
1821 - FIA CARD SERVICES		2510-MAY13	INV	5/24/2013	\$96.74	75448	2510-WHITING-HARD DRIVE/TRAINING/IM MEA	10421 04150
1821 - FIA CARD SERVICES		2510-MAY13	INV	5/24/2013	\$109.41	75448	2510-WHITING-HARD DRIVE/TRAINING/IM MEA	10421 06000
1821 - FIA CARD SERVICES		2510-MAY13	INV	5/24/2013	\$228.10	75448	2510-WHITING-HARD DRIVE/TRAINING/IM MEA	10421 09000
1821 - FIA CARD SERVICES		2510-MAY13	INV	5/24/2013	\$390.00	75448	2510-WHITING-HARD DRIVE/TRAINING/IM MEA	10421 02000
1821 - FIA CARD SERVICES		3824-MAY13	INV	5/24/2013	\$92.90	75449	3824-BINKLEY-DRI TREND MICRO SB/STAR FR	10419 04150
1821 - FIA CARD SERVICES		3824-MAY13	INV	5/24/2013	\$101.91	75449	3824-BINKLEY-DRI TREND MICRO SB/STAR FR	10420 02625
1821 - FIA CARD SERVICES		3824-MAY13	INV	5/24/2013	\$1,579.30	75449	3824-BINKLEY-DRI TREND MICRO SB/STAR FR	10000 00206

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1821 - FIA CARD SERVICES		4442-MAY13	INV	5/24/2013	\$24.77	75450	4442-CITY-LODGING/FUEL/ARBOR DAY TREE	10413 06200
1821 - FIA CARD SERVICES		4442-MAY13	INV	5/24/2013	\$69.99	75450	4442-CITY-LODGING/FUEL/ARBOR DAY TREE	10416 06200
1821 - FIA CARD SERVICES		4442-MAY13	INV	5/24/2013	\$2,353.20	75450	4442-CITY-LODGING/FUEL/ARBOR DAY TREE	62462 02000
1898 - FIRST CHOICE SERVICE		860546	INV	5/24/2013	\$6.39	75451	ADM,PLG,CVC,FIN-5/9/13 COFFEE SERVICE	10416 06000
1898 - FIRST CHOICE SERVICE		860546	INV	5/24/2013	\$6.40	75451	ADM,PLG,CVC,FIN-5/9/13 COFFEE SERVICE	10419 06000
1898 - FIRST CHOICE SERVICE		860541	INV	5/24/2013	\$10.50	75451	TRN,GAR,ST-5/9/13 COFFEE SERVICE	10433 06000
1898 - FIRST CHOICE SERVICE		860541	INV	5/24/2013	\$10.50	75451	TRN,GAR,ST-5/9/13 COFFEE SERVICE	59459 06000
1898 - FIRST CHOICE SERVICE		860541	INV	5/24/2013	\$10.50	75451	TRN,GAR,ST-5/9/13 COFFEE SERVICE	62462 06000
1898 - FIRST CHOICE SERVICE		860546	INV	5/24/2013	\$12.80	75451	ADM,PLG,CVC,FIN-5/9/13 COFFEE SERVICE	10413 06000
1898 - FIRST CHOICE SERVICE		860546	INV	5/24/2013	\$12.80	75451	ADM,PLG,CVC,FIN-5/9/13 COFFEE SERVICE	10415 06000
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$40.01	75452	06/13 HEALTH INSURANCE PREMIUMS	38438 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$78.31	75452	06/13 HEALTH INSURANCE PREMIUMS	70470 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$78.33	75452	06/13 HEALTH INSURANCE PREMIUMS	58458 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$78.33	75452	06/13 HEALTH INSURANCE PREMIUMS	60460 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$78.33	75452	06/13 HEALTH INSURANCE PREMIUMS	61461 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$156.65	75452	06/13 HEALTH INSURANCE PREMIUMS	67467 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$360.13	75452	06/13 HEALTH INSURANCE PREMIUMS	10416 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$593.26	75452	06/13 HEALTH INSURANCE PREMIUMS	51451 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$626.62	75452	06/13 HEALTH INSURANCE PREMIUMS	10412 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$669.26	75452	06/13 HEALTH INSURANCE PREMIUMS	65465 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$783.27	75452	06/13 HEALTH INSURANCE PREMIUMS	10424 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$783.27	75452	06/13 HEALTH INSURANCE PREMIUMS	10433 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$783.27	75452	06/13 HEALTH INSURANCE PREMIUMS	59459 01445

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2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$800.28	75452	06/13 HEALTH INSURANCE PREMIUMS	10000 00245
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$830.56	75452	06/13 HEALTH INSURANCE PREMIUMS	10415 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,186.51	75452	06/13 HEALTH INSURANCE PREMIUMS	10425 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,186.51	75452	06/13 HEALTH INSURANCE PREMIUMS	10431 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,317.91	75452	06/13 HEALTH INSURANCE PREMIUMS	10419 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$2,373.02	75452	06/13 HEALTH INSURANCE PREMIUMS	50450 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$3,212.46	75452	06/13 HEALTH INSURANCE PREMIUMS	62462 01445
2031 - GEMCARE HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$9,696.01	75452	06/13 HEALTH INSURANCE PREMIUMS	10421 01445
2042 - GENERAL PRODUCTION SERVICE, INC.		0048873-IN	INV	5/24/2013	\$458.75	75453	ST-AG BASE - CHURCH ST	10433 06200
2042 - GENERAL PRODUCTION SERVICE, INC.		0048966-IN	INV	5/24/2013	\$917.50	75453	ST-AG BASE - CHURCH STREET	10433 06200
2059 - GIBBS CONSTRUCTION CO.		019010	INV	5/24/2013	\$276.06	75454	SWR-SAFETY/JOB FOREMAN/LEADMAN/LABOR	60460 10600
2059 - GIBBS CONSTRUCTION CO.		019037	INV	5/24/2013	\$381.00	75455	SWR-SAFETY OFFICER/HYDRO W/OPERATOR	60460 10600
2059 - GIBBS CONSTRUCTION CO.		019027	INV	5/24/2013	\$381.00	75456	SWR-SAFETY FOREMAN/HYDRO W/OPERATOR	60460 10600
2059 - GIBBS CONSTRUCTION CO.		019023	INV	5/24/2013	\$595.19	75457	SWR-SAFETY FOREMAN/LEADMAN/LABOR	60460 10600
2059 - GIBBS CONSTRUCTION CO.		019005	INV	5/24/2013	\$1,582.20	75458	SWR-SAFETY FOREMAN/LEADMAN/LABOR	60460 10600
2059 - GIBBS CONSTRUCTION CO.		019003	INV	5/24/2013	\$2,276.50	75459	SWR-JOB/SAFETY FOREMAN/LEADMAN/OPERATOR	60460 10600
2059 - GIBBS CONSTRUCTION CO.		019015	INV	5/24/2013	\$2,370.89	75460	SWR-SAFETY FOREMAN/LEADMAN/OPERATOR	60460 10600
2061 - GOLDEN EMPIRE CONCRETE		11276	INV	5/24/2013	\$294.94	75461	ST-3/8 40/60/MIN LOAD FEE	10433 06200
2097 - GONZALES, JUAN		2013-1007	INV	5/24/2013	-\$44.00	75462	PLG-GIS CONSULTANT SERVICES	10000 00278
2097 - GONZALES, JUAN		2013-1007	INV	5/24/2013	\$725.00	75462	PLG-GIS CONSULTANT SERVICES	10415 03013
2179 - GRIFFITH COMPANY		30532-1	INV	5/24/2013	\$363,940.59	75463	ST-10TH STREET REHAB-KERN TO ASH	10733 00110
2178 - GRIFFITH, VINCENT		156	INV	5/24/2013	\$300.00	75464	CC-5/7/13 VIDEO TAPING COUNCIL MEETING	10411 03001
2267 - HELT ENGINEERING, INC.		13-225	INV	5/24/2013	\$80.00	75465	ENG-GENERAL ENGINEERING	10432 03000

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2267 - HELT ENGINEERING, INC.		13-221	INV	5/24/2013	\$122.50	75465	TDA ARTICLE 3 PROGRAM (RLS TO TRLS)	10733 00012
2267 - HELT ENGINEERING, INC.		13-228	INV	5/24/2013	\$165.00	75465	ENG-HSIP-CALL FOR PROJECTS	10432 03000
2267 - HELT ENGINEERING, INC.		13-220	INV	5/24/2013	\$318.44	75465	ST-6TH ST RSTP (WRRN TO ASH)	10733 00018
2267 - HELT ENGINEERING, INC.		13-256	INV	5/24/2013	\$335.00	75465	ST-CMAQ BUS SHELTERS	10733 00121
2267 - HELT ENGINEERING, INC.		13-227	INV	5/24/2013	\$375.00	75465	ENG-PLAN CHECK LLA 2013-03 (MAIN ST)	10432 03000
2267 - HELT ENGINEERING, INC.		13-259	INV	5/24/2013	\$462.50	75465	ST-GENERAL ENGINEERING	10432 03000
2267 - HELT ENGINEERING, INC.		13-252	INV	5/24/2013	\$688.55	75465	ST-10TH REHABILITATION-KERN ST TO ASH ST	10733 00110
2267 - HELT ENGINEERING, INC.		13-253	INV	5/24/2013	\$1,014.90	75465	ST-10TH ST REHABILITATION-KERN ST TO ASH	10733 00110
2267 - HELT ENGINEERING, INC.		13-222	INV	5/24/2013	\$1,450.94	75465	ST-CMAQ BUS SHELTERS	10733 00121
2267 - HELT ENGINEERING, INC.		13-257	INV	5/24/2013	\$1,482.50	75465	ST-FEDERAL SAFE ROUTES TO SCHOOL CYCLE	10733 00025
2267 - HELT ENGINEERING, INC.		13-223	INV	5/24/2013	\$2,615.00	75465	ST-FEDERAL SAFE ROUTES TO SCHOOL CYCLE	10733 00025
2267 - HELT ENGINEERING, INC.		13-224	INV	5/24/2013	\$2,742.50	75465	ST-TEA HILLARD ST PATH (RLS TO TRLS EXTN)	10733 00020
2267 - HELT ENGINEERING, INC.		13-218	INV	5/24/2013	\$3,205.00	75465	ST-10TH REHABILITATION-KERN ST TO ASH ST	10733 00110
2267 - HELT ENGINEERING, INC.		13-258	INV	5/24/2013	\$4,560.00	75465	ST-TEA HILLARD ST PATH (RLS TO TRLS)	10733 00020
2267 - HELT ENGINEERING, INC.		13-219	INV	5/24/2013	\$7,212.50	75465	ST-10TH ST REHABILITATION-KERN ST TO ASH	10733 00110
2267 - HELT ENGINEERING, INC.		13-254	INV	5/24/2013	\$7,570.00	75465	ST-10TH ST REHABILITATION-KERN ST TO ASH	10733 00110
2267 - HELT ENGINEERING, INC.		13-255	INV	5/24/2013	\$7,591.00	75465	ST-10TH ST REHABILITATION-KERN ST TO ASH	10733 00110
2278 - HINDERLITER, DE LAMAS & ASSOC.		0020830-IN	INV	5/24/2013	\$1,183.92	75466	FIN-SALES TAX 2ND QRTR/AUDIT SERVICES	10419 03001
2268 - HdL, COREN & CONE		0019141-IN	INV	5/24/2013	\$1,575.00	75467	FIN-APR-JNE 2013 CONTRACT SERVICES PROP	10419 03001
2450 - iKNOW TECHNOLOGY, INC.		17927	INV	5/24/2013	\$84.50	75468	FIN-DEC DSET REPORT-MAINTENANCE	10419 04100
2599 - JACK'S TROPHY SHOP		051513	INV	5/24/2013	\$15.39	75469	ADM-2X10 NAME PLATE/LABOR	10413 06000
12644 - JOHN CRANE PRODUCTION SOLUTIONS INC		051513	INV	5/24/2013	\$106.38	75470	REFUND SWR/RFS OVERPAYMENT	78000 00229
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$19.32	75471	06/13 HEALTH INSURANCE PREMIUMS	65465 01445

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2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$38.65	75471	06/13 HEALTH INSURANCE PREMIUMS	10432 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$38.65	75471	06/13 HEALTH INSURANCE PREMIUMS	58458 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$38.65	75471	06/13 HEALTH INSURANCE PREMIUMS	60460 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$38.65	75471	06/13 HEALTH INSURANCE PREMIUMS	70470 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$114.59	75471	06/13 HEALTH INSURANCE PREMIUMS	51451 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$142.35	75471	06/13 HEALTH INSURANCE PREMIUMS	10000 00227
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$171.89	75471	06/13 HEALTH INSURANCE PREMIUMS	10412 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$189.12	75471	06/13 HEALTH INSURANCE PREMIUMS	10416 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$378.24	75471	06/13 HEALTH INSURANCE PREMIUMS	59459 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$386.45	75471	06/13 HEALTH INSURANCE PREMIUMS	10431 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$572.95	75471	06/13 HEALTH INSURANCE PREMIUMS	10419 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$802.13	75471	06/13 HEALTH INSURANCE PREMIUMS	10427 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$812.16	75471	06/13 HEALTH INSURANCE PREMIUMS	10413 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,003.52	75471	06/13 HEALTH INSURANCE PREMIUMS	10415 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,145.90	75471	06/13 HEALTH INSURANCE PREMIUMS	50450 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,184.55	75471	06/13 HEALTH INSURANCE PREMIUMS	61461 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$1,358.72	75471	06/13 HEALTH INSURANCE PREMIUMS	10420 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$3,045.31	75471	06/13 HEALTH INSURANCE PREMIUMS	10421 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$3,192.49	75471	06/13 HEALTH INSURANCE PREMIUMS	62462 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		JUNE-2013	INV	5/24/2013	\$3,648.23	75471	06/13 HEALTH INSURANCE PREMIUMS	10433 01445
2921 - COUNTY OF KERN		APR-2013	INV	5/24/2013	\$11,011.95	75472	REF-04/13 GATE FEES	61461 09930
2921 - COUNTY OF KERN		1074639-CM	CRM	5/24/2013	-\$255.15	75472	REF-ADJ TO 04/13 GATE FEES	61461 09930
2855 - COUNTY OF KERN		IN0252191	INV	5/24/2013	\$450.00	75473	SWR-EMERGENCY RESPONSE/SEWAGE SPILLS	60660 10001

CITY OF TULSA, 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
2875 - KERN COUNTY BUILDING		0001745-IN	INV	5/24/2013	\$2,759.50	75474	BLD-INSPECTIONS PER AGR #475-95	10424 03005
2914 - KERN ELECTRIC DIST.		516352	INV	5/24/2013	\$30.10	75475	CVC-VETS PARK LIGHT	10416 05000
2914 - KERN ELECTRIC DIST.		515956	INV	5/24/2013	\$35.83	75475	AC-DISPATCH A/C	10431 05000
2914 - KERN ELECTRIC DIST.		516353	INV	5/24/2013	\$109.01	75475	AC-FLUOR LAMP	10431 05000
2927 - KERN TURF SUPPLY INC.		834317	INV	5/24/2013	\$547.12	75476	CVC-PART CIRCLE ROTOR/POPOP-FULL CIRCLI	10416 06201
12643 - LEWIS C NELSON & SONS, INC.		051513	INV	5/24/2013	\$69.30	75477	REFUND REFUSE OVERPAYMENT	78000 00229
3180 - LOWE'S COMPANIES, INC.		7159910-0513	INV	5/24/2013	\$182.75	75478	ST-FACE SHIELD/ JOBE'S BARKGARD	10433 06200
3376 - MIDWAY LABORATORY		23887	INV	5/24/2013	\$110.00	75479	FEDWWTP-TOTAL CHLORINE	58458 03001
3376 - MIDWAY LABORATORY		23907	INV	5/24/2013	\$110.00	75479	FEDWWTP-TOTAL CHLORINE	58458 03001
3376 - MIDWAY LABORATORY		23913	INV	5/24/2013	\$110.00	75479	FEDWWTP-TOTAL CHLORINE	58458 03001
3376 - MIDWAY LABORATORY		23920	INV	5/24/2013	\$110.00	75479	FEDWWTP-TOTAL CHLORINE	58458 03001
3398 - MISSION LINEN SUPPLY		320220759	INV	5/24/2013	\$59.63	75480	CVC-TOWEL/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320221679	INV	5/24/2013	\$59.63	75480	CVC-TOWELS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320220760	INV	5/24/2013	\$78.21	75480	CVC-TOWEL/DUSTMOP/MAT	10416 06400
3398 - MISSION LINEN SUPPLY		320221680	INV	5/24/2013	\$78.21	75480	CVC-TOWELS/DUST MOPS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320221682	INV	5/24/2013	\$78.28	75480	CVC-TOWELS/DUST MOPS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320220762	INV	5/24/2013	\$93.23	75480	CVC-TOWEL/DUSTMOP/MAT	10416 06400
3397 - MOBILE CRANES AND EQUIPMENT		50042	INV	5/24/2013	\$91.38	75481	M-28 FENDER FLARE	59459 04200
3434 - MOORE & ASSOCIATES		13:2811	INV	5/24/2013	\$208.60	75482	TRN-MARCH/APRIL DAR ID CARDS	62462 08600
3461 - MOSS, LEVY & HARTZHEIM		4470	INV	5/24/2013	\$5,000.00	75483	FIN-AUDIT FIELDWORK TO DATE	10419 03000
3461 - MOSS, LEVY & HARTZHEIM		4428	INV	5/24/2013	\$5,908.50	75483	TCDA-COMP OF AB1484	65465 03000
3461 - MOSS, LEVY & HARTZHEIM		4428	INV	5/24/2013	\$5,908.50	75483	TCDA-COMP OF AB1484	66466 03000
3678 - NATIONAL TOXICOLOGY		431348	INV	5/24/2013	\$30.00	75484	PSNL-NON DOT DRUG TEST-GOLLEHER,C	10420 02500

CITY OF TULSA, CA
 ACCOUNTS PAYABLE WARRANT REPORT
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
3600 - NBS		4130068	INV	5/24/2013	\$4,249.68	75485	LANDSCAPE ASSESSMENT-1972 ACT PROP 218	38438 03000
12642 - O'BOYLE, RONALD		051513	INV	5/24/2013	\$70.94	75486	REFUND OF SWR/RFS DEPOSIT	61000 00209
12642 - O'BOYLE, RONALD		051513	INV	5/24/2013	\$130.09	75486	REFUND OF SWR/RFS DEPOSIT	60000 00209
3790 - OFFICE DEPOT		656104779001	INV	5/24/2013	\$3.18	75487	PLG-REFILL INK	10415 06000
3790 - OFFICE DEPOT		656104279001	INV	5/24/2013	\$18.84	75487	ADM,FIN,TRN-LABELS/PAPER/FOLDERS/CLIPS	62462 06000
3790 - OFFICE DEPOT		656104780001	INV	5/24/2013	\$31.06	75487	ADM-VELCRO DOTS	10413 06000
3790 - OFFICE DEPOT		655954464001	INV	5/24/2013	\$141.09	75487	PD-JACKET,POLY.LTR,10PK 1" ASSORTED	10421 06000
3790 - OFFICE DEPOT		656104279001	INV	5/24/2013	\$220.93	75487	ADM,FIN,TRN-LABELS/PAPER/FOLDERS/CLIPS	10419 06000
3790 - OFFICE DEPOT		656104279001	INV	5/24/2013	\$265.49	75487	ADM,FIN,TRN-LABELS/PAPER/FOLDERS/CLIPS	10413 06000
3790 - OFFICE DEPOT		655953601001	INV	5/24/2013	\$406.98	75487	PD-FILES/SLEEVES CD,DVD/KLEENEX/TOWEL/	10421 06000
4125 - PACIFIC GAS & ELECTRIC		4897-0513	INV	5/24/2013	\$25.74	75488	WWTP,FEDWWTP-4/10-5/10/13 ELECTRIC	58458 08100
4125 - PACIFIC GAS & ELECTRIC		8565-0513	INV	5/24/2013	\$34.08	75488	6th & SUPPLY ROW-4/5-5/6/13 ELECTRIC	10416 08101
4125 - PACIFIC GAS & ELECTRIC		4897-0513	INV	5/24/2013	\$217.38	75488	WWTP,FEDWWTP-4/10-5/10/13 ELECTRIC	70470 08100
4117 - PACIFIC TELEMAGEMENT SERVICES		527198	INV	5/24/2013	\$80.93	75489	TRN-0613 PAYPHONE @ TRANSFER STATION	62462 02200
4427 - POWERSTRIDE BATTERY CO. INC.		B80943	INV	5/24/2013	\$52.68	75490	CVC-BATTERY	10416 06200
4430 - PREMIER ACCESS DENTAL		JUNE-2013	INV	5/24/2013	\$28.14	75491	06/13 DENTAL INSURANCE PREMIUM	10000 00233
4430 - PREMIER ACCESS DENTAL		JUNE-2013	INV	5/24/2013	\$2,616.90	75491	06/13 DENTAL INSURANCE PREMIUM	10000 00228
4132 - PTO SALES		INV+311133	INV	5/24/2013	\$562.38	75492	WT-7 DISC RETAINER V	10433 04200
4451 - PUBLIC AGENCY COALITION		4929	INV	5/24/2013	\$20.83	75493	ADM-PERS PAC ANNUAL MEMBERSHIP JUNE-M	10413 02100
4451 - PUBLIC AGENCY COALITION		4929	INV	5/24/2013	\$229.17	75493	ADM-PERS PAC ANNUAL MEMBERSHIP JUNE-M	10000 00206
4454 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM		5-2013-4	INV	5/24/2013	\$24,973.43	75494	PERS FOR P/R ENDING 5/12/13	10000 00212
4823 - GARY R. RIOS		291	INV	5/24/2013	\$25.00	75495	CVC-ECHO 14" CHAIN REPAIR	10416 08500
4823 - GARY R. RIOS		289	INV	5/24/2013	\$25.00	75495	CVC-EDGER SERVICE	10416 08500

CITY OF TAFT, CA
 ACCOUNTS PAYABLE WARRANT REPORT
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
4823 - GARY R. RIOS		290	INV	5/24/2013	\$50.00	75495	CVC-ECHO BLOWER REPAIR	10416 08500
4823 - GARY R. RIOS		292	INV	5/24/2013	\$50.00	75495	CVC-EXMARK REPAIR	10416 08500
4823 - GARY R. RIOS		287	INV	5/24/2013	\$75.00	75495	CVC-EXMARK REPAIR	10416 08500
4823 - GARY R. RIOS		288	INV	5/24/2013	\$75.00	75495	CVC-EXMARK REPAIR	10416 08500
4918 - SMS HOLDING COMPANY		051613	INV	5/24/2013	\$450.00	75496	TRN,ST,GAR,PD-0613 LEASE	10421 09400
4918 - SMS HOLDING COMPANY		051613	INV	5/24/2013	\$550.00	75496	TRN,ST,GAR,PD-0613 LEASE	62462 09400
4918 - SMS HOLDING COMPANY		051613	INV	5/24/2013	\$1,000.00	75496	TRN,ST,GAR,PD-0613 LEASE	10433 09400
4918 - SMS HOLDING COMPANY		051613	INV	5/24/2013	\$1,000.00	75496	TRN,ST,GAR,PD-0613 LEASE	59459 09400
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-0513	INV	5/24/2013	\$13.70	75497	ST,GAR,TRN-4/15-5/15/13 GAS USAGE	62462 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-0513	INV	5/24/2013	\$13.71	75497	ST,GAR,TRN-4/15-5/15/13 GAS USAGE	10433 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-0513	INV	5/24/2013	\$13.71	75497	ST,GAR,TRN-4/15-5/15/13 GAS USAGE	59459 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559001-0513	INV	5/24/2013	\$36.79	75497	PD-4/15-5/15/13 GAS USAGE	10421 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559007-0513	INV	5/24/2013	\$152.50	75497	CCF-4/15-5/15/13 GAS USAGE	51451 08100
5128 - SOUTHWEST WATER COMPANY		100007584	INV	5/24/2013	\$24,612.13	75498	WWTP,FEDWWTP-05/13 BASE FEE/MONTHLY	70470 09999
5128 - SOUTHWEST WATER COMPANY		100007584	INV	5/24/2013	\$30,429.69	75498	WWTP,FEDWWTP-05/13 BASE FEE/MONTHLY	58458 09999
5187 - STATEWIDE TRAFFIC SAFETY & SIGNS		1006/12	INV	5/24/2013	\$78.75	75499	ST-FLARED LEG BRACKET W/BOLT/BOLTS & W	10433 06200
5247 - STEWART TITLE		685118	INV	5/24/2013	\$150.00	75500	TARP-LOT BOOK GUARANTEE	41441 06300
5326 - TAFT CHEVROLET BUICK PONTIAC		68245	INV	5/24/2013	\$86.67	75501	T-14 LIFTER	62462 04200
5326 - TAFT CHEVROLET BUICK PONTIAC		68221	INV	5/24/2013	\$107.03	75501	T-14 HOUSING	62462 04200
5326 - TAFT CHEVROLET BUICK PONTIAC		68205	INV	5/24/2013	\$267.83	75501	T-14 INJECTOR	62462 04200
5326 - TAFT CHEVROLET BUICK PONTIAC		CTCS90883	INV	5/24/2013	\$601.95	75501	T-14 COMPRESSION TEST/DIAG	62462 04200
5326 - TAFT CHEVROLET BUICK PONTIAC		68256	INV	5/24/2013	\$1,217.26	75501	TRN-CAMSHAFT/CHAIN/SPROCKET/SEAL/GAS	62462 04200
5470 - TAFT PLUMBING CO, INC		47016A	INV	5/24/2013	\$31.18	75502	ST-CHURCH ST RUNOFF PROJECT	10433 06200

CITY OF TAFT, CA
 ACCOUNTS PAYABLE WARRANT REPORT
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
5470 - TAFT PLUMBING CO, INC		47016	INV	5/24/2013	\$425.02	75502	ST-CHURCH ST RUNOFF PROJECT	10433 06200
5560 - GEORGE G. ROSS		151732	INV	5/24/2013	\$140.52	75503	AC-SPAY/RABIES SHOT	10431 09000
12517 - TAFT WOODWORKS		051513	INV	5/24/2013	\$69.19	75504	SWR/RFS-DEPOSIT REFUND	61000 00209
12517 - TAFT WOODWORKS		051513	INV	5/24/2013	\$82.16	75504	SWR/RFS-DEPOSIT REFUND	60000 00209
1008 - CITY OF TAFT		7101110-0513	INV	5/24/2013	\$59.91	75505	ST,GAR,TRN-05/13 SEWER/REFUSE	59459 08100
1008 - CITY OF TAFT		7101110-0513	INV	5/24/2013	\$59.91	75505	ST,GAR,TRN-05/13 SEWER/REFUSE	62462 08100
1008 - CITY OF TAFT		7101110-0513	INV	5/24/2013	\$59.92	75505	ST,GAR,TRN-05/13 SEWER/REFUSE	10433 08100
1008 - CITY OF TAFT		7101120-0513	INV	5/24/2013	\$872.74	75505	WWTP-05/13 SEWER/REFUGE	70470 08100
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$0.27	75506	PETTY CASH 1/30-5/16/13	61461 06500
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$0.28	75506	PETTY CASH 1/30-5/16/13	60460 06500
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$0.55	75506	PETTY CASH 1/30-5/16/13	60460 06500
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$0.55	75506	PETTY CASH 1/30-5/16/13	61461 06500
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$1.38	75506	PETTY CASH 1/30-5/16/13	38438 09550
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$2.28	75506	PETTY CASH 1/30-5/16/13	10419 06500
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$4.30	75506	PETTY CASH 1/30-5/16/13	10433 06000
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$5.00	75506	PETTY CASH 1/30-5/16/13	62462 02501
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$6.44	75506	PETTY CASH 1/30-5/16/13	10411 09500
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$12.00	75506	PETTY CASH 1/30-5/16/13	62462 02501
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$17.19	75506	PETTY CASH 1/30-5/16/13	10431 06200
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$20.00	75506	PETTY CASH 1/30-5/16/13	10412 02000
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$25.00	75506	PETTY CASH 1/30-5/16/13	10413 02000
1010 - CITY OF TAFT		052113	INV	5/24/2013	\$45.38	75506	PETTY CASH 1/30-5/16/13	60660 10001
5600 - CITY OF TEHACHAPI		0265964	INV	5/24/2013	\$25.00	75507	CC.PSNL-KCAC DINNER	10411 09500

CITY OF THERESITA, 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
5600 - CITY OF TEHACHAPI		0265964	INV	5/24/2013	\$25.00	75507	CC,PSNL-KCAC DINNER	10420 09500
5648 - TOTAL COMMUNICATION SERVICE		2844	INV	5/24/2013	\$172.50	75508	TRN,CVC-WORK ON TELEPHONE SYSTEM	10416 04000
5648 - TOTAL COMMUNICATION SERVICE		2844	INV	5/24/2013	\$172.50	75508	TRN,CVC-WORK ON TELEPHONE SYSTEM	62462 04100
5702 - TYLER TECHNOLOGIES		045-88198	INV	5/24/2013	\$4,282.64	75509	OPERATING SYSTEM DATABASE SUPPORT	10000 00206
5807 - USA BLUE BOOK		949123	INV	5/24/2013	\$2,793.87	75510	SWR-GOULD'S 3' SEWAGE PUMP	60460 10600
6104 - VERIZON CALIFORNIA		CCMCHN-0513	INV	5/24/2013	\$42.69	75511	ADM-CCMCHN 05/13	10413 02200
6104 - VERIZON CALIFORNIA		MAY-2013-PD	INV	5/24/2013	\$486.19	75511	PD-05/13 SPECIAL ACCESS LINE	10421 02200
6226 - WALLACE GROUP		34681	INV	5/24/2013	\$4,993.66	75512	FEDWWTP-PROFESSIONAL SERVICE THRU 1/31	58558 16015
6226 - WALLACE GROUP		35054	INV	5/24/2013	\$6,083.25	75512	WWTP-PROF SERVICE THRU 4/30/13	70670 10005
6350 - WEST KERN WATER DISTRICT		5600194-0513	INV	5/24/2013	\$6.92	75513	ST,GAR,TRN-4/19-5/17/13 WATER USAGE	10433 08100
6350 - WEST KERN WATER DISTRICT		5600194-0513	INV	5/24/2013	\$6.92	75513	ST,GAR,TRN-4/19-5/17/13 WATER USAGE	59459 08100
6350 - WEST KERN WATER DISTRICT		5600194-0513	INV	5/24/2013	\$6.92	75513	ST,GAR,TRN-4/19-5/17/13 WATER USAGE	62462 08100
6350 - WEST KERN WATER DISTRICT		4202590-0513	INV	5/24/2013	\$121.79	75513	A & TERRACE DR-3/11-5/9/13 WATER USE	38438 08100
6350 - WEST KERN WATER DISTRICT		5603050-0513	INV	5/24/2013	\$900.88	75513	CORP YARD-4/19-5/17/13 WATER USAGE	70470 08100
6399 - WESTSIDE WASTE		MAY 2013	INV	5/24/2013	\$27,333.00	75514	05/13 WASTE DISPOSAL FEES	61461 09999

3:25 pm
Thursday, 23 May, 2013

CITY OF TULSA, 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
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\$677,914.99

ORDINANCE NO. _____

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT
AMENDING SECTION 3.3-6 OF THE TAFT CITY CODE ESTABLISHING
SEWER RATES FOR CITY RESIDENCES, BUSINESSES, AND
INDUSTRIAL CUSTOMERS.**

WHEREAS, The City of Taft owns and operates a sewer collection system that is operated as an self-supporting Enterprise Fund, with customer rates and charges that provide full funding for all operating, maintenance, capital rehabilitation and replacement, infrastructure improvement costs, and

WHEREAS, Sewer rates and charges need to be adjusted to provide the utility with sufficient funding for all costs starting in Fiscal Year 2013/14 and for the subsequent four (4) years, and

WHEREAS, The City has completed a Sewer Rate Study in conjunction with the City's rate consultant, NBS, and the rate study identifies the revenue necessary to fund the expected expenses of the City's Sewer Collection System, and

WHEREAS, A public hearing for increasing sewer rates was held by the City Council on May 21, 2013, and

WHEREAS, A majority protest did not exist, and the City Council intends to adopt the updated sewer rates as shown in Exhibit "A".

NOW THEREFORE, the City Council of the City of Taft does ordain as follows:

Section 3.3-6 of the Taft City Code is hereby amended to read as follows:

3.3-6 FEES SET: The sewer connection and use fees set forth hereinafter are hereby established pursuant to Section 3.3-6 of the Taft City Code.

(A) *(No changes)*.

(B) Sewer Capacity Fees: *(No changes)*.

(C) Sewer User Charges: The following sewer use fees, charges and assessments, which shall be a minimum of \$23.23 per month for all Single Family residences, are hereby established for fiscal year 2013/14 (July 1, 2013 to June 30, 2014) which shall remain in effect until fiscal year 2014/15. Each successive fiscal year shall be as shown in Exhibit "A".

Exhibit "A" shows the updated monthly, per unit sewer rates for Fiscal Years 2013/14 through 2017/18. The rates will adjust at the beginning of each fiscal year and will be billed on the County Property Tax Bill for such year. Once in place, the rates for Fiscal Year 2017/18 will remain in effect for each successive fiscal year unless an ordinance is adopted amending the rates specified below prior to the deadline of such year for submittal of charges to the County Tax Collector for collection with such year's property taxes.

Exhibit "A". Monthly Sewer Rates

Customer Class		Monthly Sewer Rate Per Unit				
		FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
210	Single-Family Residential	\$23.23	\$25.32	\$27.60	\$29.53	\$31.00
--	Single-Family Residence, plus 3	\$18.57	\$20.25	\$22.07	\$23.61	\$24.79
220	Multi-Family (2, 3, 4 units)	\$17.32	\$18.88	\$20.58	\$22.02	\$23.12
230	Apartments	\$17.13	\$18.67	\$20.35	\$21.77	\$22.86
250	Hotels, Motels	\$10.70	\$11.66	\$12.71	\$13.60	\$14.28
260	Mobile home parks	\$21.20	\$23.11	\$25.19	\$26.95	\$28.30
280	Restaurant and/or bars	\$4.61	\$5.03	\$5.48	\$5.86	\$6.16
290	Service stations & garages w/o car	\$47.68	\$51.97	\$56.65	\$60.61	\$63.65
300	Service stations & garages w/ car	\$47.68	\$51.97	\$56.65	\$60.61	\$63.65
310	Car wash facilities	\$69.43	\$75.68	\$82.49	\$88.26	\$92.68
330	Commercial laundries &	\$7.60	\$8.28	\$9.03	\$9.66	\$10.14
340	Business not classified	\$17.96	\$19.58	\$21.34	\$22.83	\$23.98
350	Theaters	\$9.70	\$10.57	\$11.53	\$12.33	\$12.95
360	Offices	\$13.47	\$14.68	\$16.00	\$17.12	\$17.98
370	Churches	\$21.45	\$23.38	\$25.49	\$27.27	\$28.64
380	Churches w/ rectory	\$23.23	\$25.32	\$27.60	\$29.53	\$31.00
390	Hospitals/Rest homes/Prison	\$11.61	\$12.66	\$13.80	\$14.76	\$15.50
400	Schools/elementary (<i>per student</i>)	\$0.57	\$0.63	\$0.68	\$0.73	\$0.77
410	Schools/h.s. & college (<i>per</i>)	\$0.89	\$0.97	\$1.06	\$1.13	\$1.19
440	Swimming Pool	\$0.54	\$0.59	\$0.65	\$0.69	\$0.73
--	Campground (<i>per space</i>)	\$10.70	\$11.66	\$12.71	\$13.60	\$14.28

Further Details of the rates shown in Exhibit 1 for Fiscal Year 2013/14:

1. Single-Family Units: \$23.23 per month or \$278.76 per year,
2. Multi-Family: Two, Three, and Four- Units: \$18.57/unit per month or \$222.84/unit per year,
3. Apartments: \$17.32/unit per month or \$207.84/unit per year,
4. Hotels and Motels: \$10.70/unit per month or \$128.40/unit per year,
5. Mobile Home Parks: \$21.20/space or \$254.40/unit per year based on yearly average occupancy in the preceding year,
6. Restaurants and/or Bars: \$4.61/seat of seating capacity per month, with a minimum of twice the Single-Family Residential rate, but not to exceed four (4) times the Single-Family Residential rate,
7. Service Stations and Garages with or without car washes: \$47.68 per month or \$572.16 per year,

8. Car Wash Facilities: \$69.43 per month or \$833.16 per year,
9. Commercial Laundries and Launderettes: \$7.60/machine per month,
10. Business not Classified: where the number of workers is five (5) or less \$17.96 per month or \$215.52 per year, and where the number of workers is more than five (5) an additional \$3.59 per month or \$43.08 per year for each additional worker over five (5),
11. Theaters: \$9.70/100 seats per month or \$116.40 per year, plus \$0.97/10 seats per month over 100 seats or \$11.64/10 seats per year over 100 seats,
12. Offices: \$13.47 per month per office or \$161.64 per office per year,
13. Churches: \$21.45 per month per church or \$257.40 per church per year,
14. Churches with Rectory: (same as Single-Family Units),
15. Hospitals/Rest Homes/Prison: \$11.61 per bed per month or \$139.32 per bed per year,
16. Schools/elementary: \$0.57 per student/faculty/staff per month or \$6.84 per student/faculty/staff per year, based on average daily attendance,
17. Schools/High Schools & College: \$0.89 per student/faculty/staff per month or \$10.68 per student/faculty/staff per year, based on average daily attendance,
18. Swimming Pool: \$0.54 per 10,000 gallons per month or \$6.48 per 10,000 gallons per year,
19. Campground: \$10.70 per space per month or \$128.40 per space per year, based on average monthly occupancy.

(D) The Council of the City of Taft transfers the function of collection of sewer charge assessments section to the County Tax Collector Pursuant to Article 1 (Section 51500 et. seq) of Chapter 2, Part 2, Division I of Title 5 of the California Government Code to be billed with property taxes. In all other cases, the charges shall be collected from the tenant or property owner by the City on a bi-monthly basis, and should the tenant neglect to pay the fee, such fee shall be paid by the property owner or become a lien against the property.

(E) For any special conditions not otherwise provided herein, the City Council may investigate and determine a reasonable fee for the sewer service rendered, and its determination shall be final and conclusive. Special charges shall be collected from the tenant or property owner by the City on a periodic basis, and should the tenant neglect to pay the fee, such fee shall be paid by the property owner or become a lien against the property.

(F) Penalties: A ten percent (10%) late charge (or \$1.00 whichever is greater) will be added to unpaid bills after thirty (30) days from due date. Said late charge and additional penalties as specified in the Health and Safety Code shall be made on the unpaid balance of the bill.

This ordinance shall take effect immediately upon its adoption. Within fifteen days following its adoption, the City Clerk of the City of Taft shall cause this Ordinance to be published once in its entirety in a newspaper of general circulation, printed, published and circulated in the City of Taft, together with the names of Councilmembers voting for and against the same.

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

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC
City Clerk

APPROVED AS TO FORM:

Thomas E. Ebersole, City Attorney

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 Ordinance had its first reading on _____, and had its second reading on _____ and was passed by the following vote:

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

Louise Hudgens, CMC, City Clerk

ORDINANCE NO. _____

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT
AMENDING SECTION 3.2-12 OF THE TAFT CITY CODE
ESTABLISHING REFUSE AND STREET SWEEPING RATES FOR
CITY CUSTOMERS.**

WHEREAS: The City of Taft contracts with a private firm for municipal solid waste/refuse collection and disposal services, and

WHEREAS: The City of Taft operates as a self-supporting Enterprise Fund, with customer rates and charges that provide full funding for all contracted collection and disposal services and the City's internal operating, maintenance, capital replacement and improvement costs, and

WHEREAS: Refuse and Street Sweeping rates and charges need to be adjusted to provide the utility with sufficient funding for all costs starting in Fiscal Year 2013/14 and for the subsequent four (4) years, and

WHEREAS: The City has completed a Refuse Rate Study in conjunction with the City's rate consultant, NBS, and the rate study identifies the revenue necessary to fund the expected expenses of the City's Refuse Collection System, and

WHEREAS: A public hearing for increasing refuse and street sweeping rates was held by the City Council on May 21, 2013, and

WHEREAS: A majority protest did not exist, and the City Council intends to adopt the updated refuse and street sweeping rates as shown in Exhibit "A".

Therefore, the City Council of the City of Taft does ordain as follows:

SECTION 1

Section 3.2-12 of the Taft City Code is hereby amended to read as follows:

3.2-12 RATES: The following monthly refuse and street sweeping rates and assessments are hereby established for Fiscal Year 2013/14 through 2017/18. The rates will adjust at the beginning of each fiscal year and will be billed on the County Property Tax Bill for such year. Once in place, the rates for Fiscal Year 2017/18 will remain in effect for each successive fiscal year unless an ordinance is adopted amending the rates specified below prior to the deadline of such year for submittal of charges to the County Tax Collector for collection with such year's property taxes.

- (A) Monthly Rates Established: Exhibit "A" shows the updated monthly, per unit refuse and street sweeping rates for Single-Family Residential customers and the bi-monthly rates for Multi-Family and Commercial customers, for Fiscal Years 2013/14 through 2017/18 that are hereby established as follows:

Exhibit “A”. Monthly Refuse and Street Sweeping Rates

Customer Classes	Refuse and Street Sweeping Rates ¹				
	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
Single-Family Residential Customers (Monthly Charges collected on Tax Bill)					
Refuse Charges (\$/unit)	\$14.35	\$15.36	\$16.43	\$17.58	\$18.81
Street Sweeping Charges (\$/unit)	\$3.47	\$3.72	\$3.98	\$4.26	\$4.55
Total Resid. (\$/unit)	\$17.83	\$19.08	\$20.41	\$21.84	\$23.37
Multi-Family Customers (Bi-Monthly Charges)					
Refuse Charges for 2 pickups/week/unit	\$28.93	\$30.95	\$33.12	\$35.44	\$37.92
Street Sweeping Charge (\$/unit)	\$6.95	\$7.43	\$7.95	\$8.51	\$9.11
Commercial Customers (Bi-Monthly Charges)					
Refuse Charge for 1 Can/week service	\$60.64	\$64.88	\$69.42	\$74.28	\$79.48
Street Sweeping Charge (\$/Acct.)	\$6.95	\$7.43	\$7.95	\$8.51	\$9.11

1. Single-Family and Multi-Family rates are for 2x/week and Commercial rates are for 1x/week service. Residential is billed once/year, and MFR & Commercial are all billed bi-monthly.

Further Details of the rates shown in Exhibit 1 for Fiscal Year 2013/14:

1. Single-Family Residential Customers: \$17.83 per month, per unit.
2. Multi-Family Customers: \$28.93 for two pickups per week per unit for refuse and \$6.95 per unit for street sweeping. Both charges are bi-monthly.
3. Commercial Customers: \$60.64 for one can per week service for refuse and \$6.95 per unit for street sweeping. Both charges are bi-monthly.

(B) **Special Charges**: Special collection services required by any user on a regular basis, or for a large or unique circumstance, shall be charged at “actual cost” basis as determined by the Director of Public Works.

(C) **Review**: The monthly rate schedule, and special charges, shall be reviewed at least once each year by the City staff and adjusted by the City Council where necessary; provided, however, that any owner may request such a review if they believe the fee being charged is not a reasonable estimate of their actual cost of service.

(D) **Responsibility**: The fees provided herein for refuse collection and street sweeping services shall be paid as follows:

In the case of all single-family dwellings, duplexes, triplexes, multiple-family dwellings, and mobile home parks, the fee shall be collected from the property owner by the County Tax Collector with real property taxes. In all other cases, the fees shall be collected from the tenant or property owner on a bimonthly basis; should the tenant neglect to pay the fee, such fee shall be paid by the property owner or become a lien against the property.

Special charges shall be collected from the tenant or property owner by the City on a periodic basis, and should the tenant neglect to pay the fee, such fee shall be paid by the property owner or become a lien against the property.

(E) Penalties: A ten percent (10%) late charge (or \$1.00 whichever is greater) will be added to unpaid bills after thirty (30) days from due date. Said late charge and additional penalties as specified in the Health and Safety Code shall be made on the unpaid balance of the bill.

SECTION 2:

The City of Taft declared:

1. That the charges to the municipal solid waste/refuse and street sweeping service fees set forth herein above are necessary to ensure adequate funding to provide sufficient garbage and refuse service without interruption to the community of Taft,
2. That if the City of Taft is unable to carry out municipal solid waste/refuse service in a safe and healthful manner, such inability will pose a threat to the health and safety of the citizens of Taft.
3. That in order to prevent such a threat, it is necessary that this ordinance become effective on May ____, 2013.

This ordinance shall take effect immediately upon its adoption. Within fifteen days following its adoption, the City Clerk of the City of Taft shall cause this Ordinance to be published once in its entirety in a newspaper of general circulation, printed, published and circulated in the City of Taft, together with the names of Councilmembers voting for and against the same.

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

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC
City Clerk

APPROVED AS TO FORM:

Thomas E. Ebersole, City Attorney

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 Ordinance had its first reading on _____, and had its second reading on _____ and was passed by the following vote:

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

Louise Hudgens, CMC
City Clerk



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

PROPOSED AMENDMENTS TO DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN SUNSET RAILS, LLC AND THE CITY OF TAFT

SUMMARY STATEMENT:

In a review of the original DDA, it was brought to Staff’s attention that a few items need to be amended in order for this sale and other sales to take place. The items deal with timing of land transfer and cost of the property to Sunset Rails, LLC.

Sunset Rails, LLC is working with a hotel developer whose financing is contingent on having title to the land, which will be used as collateral for his construction and permanent financing.

Amendments to the original DDA need to be made in order to protect the City in the event of non-performance by the hotel developer.

RECOMMENDED ACTION:

Authorize the Mayor to execute an amendment to the “Disposition and Development Agreement” between the City of Taft and Sunset Rails, LLC, amending section 315 (Transfer of Lands) to allow the transfer of the real property to the Developer prior to the building permit being issued by the City. This change would enable the Developer to obtain financing for the project. It is requested that Council’s authorization be subject to the requirement that the proposed amendment be substantially similar to the agreements discussed between the parties in the May 28, 2013 Sunset Rails letter to the City, and the proposed amendments to the “Compensation Method and Timing” document (Exhibit 5) both of which are attached hereto.

SOURCE OF FUNDING: N/A

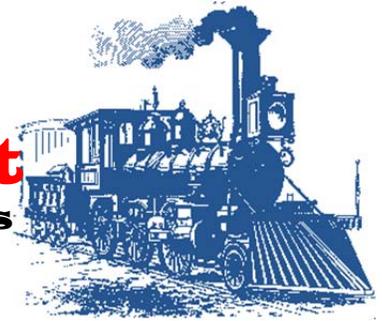
ATTACHMENT (Y/N): Yes

PREPARED BY: Office of the City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER

Sunset Rails



May 28, 2013

Mr. Craig Jones, City Manager
209 E. Kern Street
Taft, CA 93268

Re: Sunset Rails - Hotel Site (6th and Main Street)

Good Morning Craig;

As you are aware, we are getting close to the closing of our first sale in the Sunset Rails project area. This first sale will be with the developer of the Best Western Hotel project. Since this is our first land transfer project, I wanted to go over the process that we will be using to transfer title to Sunset Rails, LLC and then to the Hotel Developer. In a review of the DDA, I noticed a couple of items that will need to be amended in order for this sale and other sales to take place. The items deal with timing of land transfer and cost of the property to Sunset Rails, LLC.

The first proposed amendment addresses the timing of the land transfer for development. The timing is found throughout the DDA, but in detail in Exhibit 5 "Compensation Method and Timing". Currently item number 2 in this exhibit calls for any land transfer to occur only after a building permit has been issued. We have found that this timing will not work for development financing requirements. In the case of the Hotel developer, his financing is contingent on having title to the land, which will be used as collateral for his construction and permanent financing. With this in mind, I will need to be able to have the hotel site under my ownership, to then transfer title to the hotel Developer prior to the issuance of a building permit. The original timing requirement was intended to make sure that people would not merely purchase a property and then "sit" on it for an extended time. Therefore, I have prepared an amended condition number 2 in Exhibit 5 for your consideration. This will accommodate the financing requirements and ensure that proper performance requirements are adhered to.

The second proposed change deals with the cost and timing for Sunset Rails, LLC to pay the city for any portions of land within the Sunset Rail area. There is a very specific method of determining the cost of land from the City to Sunset Rails, LLC set forth in Exhibit 5. It states that if we are able to generate \$2.40/sq. ft. from project related revenues within a five year period, then the land will be sold to Sunset Rails, LLC at no cost. Specifically, as it relates to the Hotel site, the site is 74,651 square feet in size. Our purchase price is \$1.20/ sq. ft. which equal \$89,473.20. If we are able to generate \$178,946.40 worth of city revenues, (City fees, business lisc., Transient Occupancy Tax, Property Tax, connection fees, etc.), which would equal \$2.40/ sq. ft., then the land would be no cost to the Master Developer.

Page: 2

As we discussed, the Hotel will be generate in excess of \$90,000 annually in revenues to the city; therefore, it is projected that the Hotel will exceed the \$178,946.40 within a two year period. This language is contained within Exhibit 5. However, when finally adopted, the exhibit language in item number 6 (Exhibit 5) only referred to leased land and forgot to add land for sale in this description.

The first sentence in item #6 (Exhibit 5) should read as follows:

"If a proposed project is leased or sold, then land compensation to the City shall be based upon the following repayment program:"

The difference from this amendment to the existing language is the addition of the two words "or sold" after the word leased. I have included a revised Exhibit 5 for your consideration with the changes highlighted in blue.

With this in mind, I would request that the land be transferred to Sunset Rails, LLC at no cost, with an agreement between Sunset Rail, LLC and the City of Taft, that if the projected revenues does not exceed \$178,946.40 within 5 years from the close of escrow, then Sunset Rails, LLC will be responsible to pay the City of Taft \$89,473.20 at the end of the 5 year period. Sunset Rails, LLC will enter into a "repayment agreement reflecting said responsibility". Secondly, I request that the first sentence in condition #6 (Exhibit 5) be amended as described in the preceding paragraph.

Procedurally, item #5 within Exhibit 5 allows for this amendment to be incorporated, for this type of special circumstances. Thank you for your consideration of this clarification request.

Geary Coats

Sunset Rails, LLC

EXHIBIT 5

COMPENSATION METHOD AND TIMING:

1. The developer or their assignee will pay the City \$1.20 per square foot for City land, at the time of title transfer from the developer to the end user, subject to the time limitation set forth in #4 below. If land is to be leased, instead of land sales, the method of reimbursement is set forth in #6 below.
2. The City shall transfer fee title to the developer or their assignee, upon acceptance of a project performance schedule, approved by the Master Developer and City.
3. If the developer retains ownership and leases land/buildings to tenants, the developer will not be required to compensate the City for the cost of land until the developer transfers title of subject property to the third party, subject to the time limitation set forth in #4 below.
4. If City land has not been transferred to a third party within 10 years of building permit issuance on the subject property, the developer will be responsible for compensating the City for the subject property at the rate of \$1.20 per square foot of the parcel as defined on the building permit.
5. The developer shall have the right to make a special circumstances request, for either reduction or elimination of land cost compensation to the City.
6. If a proposed project is leased or sold, then land compensation to the City shall be based upon the following repayment program:
 - If revenue from the project including Impact Fees, City development fees, and in addition to Property Tax and PILOT, Sales Tax and related secondary income revenues generated within a 5 year period after the Certificate of Occupancy is issued; exceeds the land cost calculated at \$1.20 per square foot by 100%, then no additional land cost will be charged.
 - If revenue from the project including Impact Fees, City development fees, and in addition to Property Tax and PILOT, Sales Tax and related secondary income revenues generated within a 5 year period after the Certificate of Occupancy is issued; exceeds the land cost by not less than 50% but less than 100%, calculated at \$1.20 per square foot, then the land cost will be .60 cents per square foot.

- If revenue from the project including Impact Fees, City development fees, and in addition to Property Tax and PILOT, Sales Tax and related secondary income revenues generated within a 5 year period after the Certificate of Occupancy is issued; exceeds the land cost by not less than 25%, but less than 50%, calculated at \$1.20 per square foot, then the land cost will be .30 cents per square foot.
 - If revenue from the project (Property Tax and PILOT, Sales Tax, Impact Fees, City development fees and related secondary income generators) exceeds the land cost by less than 25%, calculated at \$1.20 per square foot, the land cost will be \$1.20 per square foot.
- 7) In the event that the real property is not developed, and is not sold or leased to a third party, the Master Developer shall be responsible for all amounts owed to the City referenced in Paragraph 1. City, at its sole discretion, may elect, in lieu of payment of amounts due under Paragraph 1, to receive the real property back from Master Developer. In the event that the real property reverts back to City, Master Developer shall be responsible for all costs associated with the transfer of the real property back to City.



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

WAIVING OF FEES TO THE TAFT DISTRICT CHAMBER OF COMMERCE FOR COSTS ASSOCIATED WITH THE 2013 FARMER'S MARKET SEASON

SUMMARY STATEMENT:

The Taft District Chamber of Commerce is requesting that fees be waived in association with the upcoming Farmer's Markets to be held in the Chamber parking lot from June 6 through August 29.

The waiving of such fees is consistent with the M.O.U. between the City and the Chamber, dated December 18, 2012.

RECOMMENDED ACTION:

Motion to approve waiving of fees to the Taft District Chamber of Commerce for Farmer's Market fees for the 2013 season in accordance with the M.O.U. dated December 18, 2013.

SOURCE OF FUNDING: N/A

ATTACHMENT (Y/N): Yes; Letter of request & MOU

PREPARED BY: Office of the City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER



May 15, 2013

City of Taft
209 E. Kern Street
Taft, CA 93268

Dear City of Taft:

The Taft District Chamber of Commerce and Visitor's Bureau is bringing the Taft Farmers Market back to the city on Thursdays starting in June. The market will be held in the Taft Chamber parking lot at 400 Kern Street from 4:00-7:00pm. These markets will be open every Thursday from June 6 – August 29.

We need the necessary permits from the city to host the event. Vendors will be on hand selling merchandise, food and drinks.

We request the waiver of any fees associated with the permit, trash & recycling, and any other fees charged by the City.

Thank you for your assistance. Please contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Jones".

Shannon Jones
Event Coordinator

400 Kern Street • Taft, California 93268
661-765-2165 • Fax: 661-765-6639 • E-mail: taftchamber@bak.rr.com • Web: www.taftchamber.com

Taft: The Best of Places

AMENDED MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by the City of Taft ("CITY") and the Taft Chamber of Commerce ("CHAMBER.")

RECITALS

WHEREAS, CHAMBER has requested that CITY allow it to use CITY facilities for special events; and

WHEREAS, CITY agrees to waive all fees normally associated with special event permits, encroachment permits, business licenses or any other fee that would otherwise be required by CITY for any event held on CITY property; and

WHEREAS, CITY desires to assist CHAMBER in promoting and marketing the CITY; and

WHEREAS, CITY finds and declares that allowing CHAMBER use of CITY property creates a public benefit and is not a gift of public funds; and

WHEREAS, CITY has determined this project is exempt in accordance with section 15061(b)(3) of CEQA; and

NOW, THEREFORE, IT IS MUTUALLY AGREED between CITY and CHAMBER as follows:

1. **City To Waive Fees**

CITY shall waive, for the CHAMBER, use and permit fees to the extent allowed by applicable law for events held by CHAMBER. However, CHAMBER shall notify all private vendors of the requirement to obtain a valid business license issued by CITY to qualify for participation in a CHAMBER event. If any vendor refuses or fails to obtain a valid business license issued by the CITY, CHAMBER shall refuse admittance of the offending vendor to the event

2. **Chamber To Provide City with Valid Certificate of Liability**

CHAMBER shall provide CITY with valid insurance, in an amount acceptable to CITY, but in any event no less than \$1,000,000 per incident or \$2,000,000 in the aggregate. CHAMBER shall provide CITY with a copy of the required insurance policy before it uses any CITY facility or property. Furthermore, CHAMBER agrees to name CITY as an additional insured on the policy.

3. **Chamber to Hold Harmless and Indemnify City**

CHAMBER shall indemnify CITY against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which CITY may sustain or incur by reason of, or in consequence of, the execution and/or performance of this agreement and any associated transactions, except as to acts by CITY that constitute fraud. The scope of indemnification under this agreement is intended to be as broad as possible. This clause shall be interpreted as giving

(DP/00022794.)

rise to a duty to defend any contested matter including payment of the City's prospective attorney's fees, if necessary.

4. City to Allow Use of City Property

In exchange for valuable consideration as listed above, CITY hereby approves CHAMBER'S use of CITY-owned property for CHAMBER special events without being required to pay the CITY'S otherwise applicable administrative fees. Nothing in this section shall be construed to allow Chamber to conduct private events such as weddings or award ceremonies or for events where the general public is not invited.

5. Authority to Contract

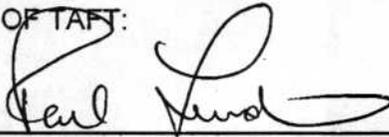
Representatives of CITY and of CHAMBER represent that both individuals have authority to bind the respective parties to the terms of this Agreement.

GENERAL PROVISIONS

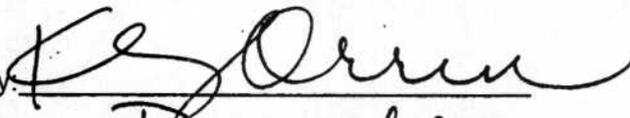
1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall not be assigned by either party without the written consent of the other first having been obtained.
2. The Parties do not intend the benefits of this Agreement to inure to any third party.
3. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements of any nature with respect to the subject matter of this Agreement.
4. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California.
5. The parties agree to submit any and all disputes that cannot be resolved by a good-faith effort to meet and confer to binding arbitration pursuant to the following terms. Arbitration shall be conducted based on local (Kern County) and state rules of judicial arbitration. There shall be one arbitrator. The party seeking arbitration shall commence the case with a letter request that shall set forth the nature of the dispute and shall further list three names from the above-mentioned list of arbitrators agreeable to the requesting party. Within five days, the other party may select one of the other party's listed arbitrators. The decision of the arbitrator shall be final and binding and may be enforced as a judgment in the Kern County Superior Court.
6. Invalidation or a holding of unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and such provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the 18th day of December, 2012.

CITY OF TAFT:

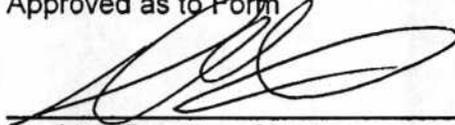
By: 
Paul Linder
Title: Mayor

TAFT CHAMBER OF COMMERCE:

By: 
Title: Director

Attest:


~~Louise Hudgens, GMC, City Clerk~~
Debra L. Elliott, Deputy City Clerk
Approved as to Form


David A. Prentice, City Attorney



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

WAIVING OF FEES TO THE TAFT DISTRICT CHAMBER OF COMMERCE FOR COSTS ASSOCIATED WITH THE 2013 CAR SHOW

SUMMARY STATEMENT:

The Taft District Chamber of Commerce is requesting that fees be waived in association with the upcoming car show to be held June 8, 2013 on the Rails to Trails.

The waiving of such fees is consistent with the M.O.U. between the City and the Chamber, dated December 18, 2012.

RECOMMENDED ACTION:

Motion to approve waiving of fees to the Taft District Chamber of Commerce for 2013 car show fees in accordance with the M.O.U. dated December 18, 2013.

SOURCE OF FUNDING: N/A

ATTACHMENT (Y/N): Yes; Letter of request

PREPARED BY: Office of the City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER



May 15, 2013

City of Taft
209 E. Kern Street
Taft, CA 93268

Dear City of Taft:

The Taft District Chamber of Commerce and Visitor's Bureau is hosting the 5th Annual Rails to Trails Car, Truck, and Motorcycle Show on Saturday, June 8, 2013. The event is from 7:00am to 3:00pm and we would need the use of the property of the Rails to Trails during that time. On Friday, June 7, we would need the use of 5th Street Plaza for an outdoor concert in conjunction with the First Friday car cruise on Center Street. While cruising begins at 6:00pm, the event on 5th Street Plaza is from 5:00pm – 11:30pm.

We need the necessary permits from the city to host the event. Vendors will be on hand selling merchandise, food and drinks.

We request the waiver of any fees associated with the permit, trash & recycling, and any other fees charged by the City.

Thank you for your assistance. Please contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Jones".

Shannon Jones
Event Coordinator

400 Kern Street • Taft, California 93268
661-765-2165 • Fax: 661-765-6639 • E-mail: taftchamber@bak.rr.com • Web: www.taftchamber.com

Taft: The Best of Places



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

Taft Chamber of Commerce Car Show

SUMMARY STATEMENT:

The City has received a request from the Taft Chamber of Commerce for the street closure of 6th Street between Main Street and Supply Row and the use of the Rails to Trails walk path area between 6th Street and 10th Street for a car show that will include approximately 65-150 displayed vehicles on the grass areas within the boundaries to be set by our Landscaping Staff to prevent any damage to the irrigation system. Public parking shall be designated on the dirt areas between 6th and 10th Street.

The following street has been designated for closure from 4:30 a.m. until 9:00 p.m. on June 8, 2013:

- 6th Street between Main Street and Supply Row

California Vehicle Code section 21101 authorizes local agencies by resolution to close streets for special events.

RECOMMENDATION:

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE STREET CLOSURES FOR THE 2013 CHAMBER OF COMMERCE CAR SHOW**

IMPACT ON BUDGET (Y/N): NO

ATTACHMENT (Y/N): Yes; Resolution; letters of request

PREPARED BY: Public Works Department

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE STREET CLOSURES FOR THE 2013 CHAMBER OF COMMERCE CAR SHOW

Whereas, the Taft District Chamber of Commerce has requested a street closure for a car show on June 8, 2013.

Whereas, Section 21101 (e) of the California Vehicle Code requires a resolution by Council to temporarily close streets for special events.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council of the City of Taft, California, approve the following street closure from 4:30 a.m. until 9:00 p.m. on June 8, 2013.

6th Street between Main Street and Supply Row.

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

Paul Linder, Mayor

ATTEST:

Louise Hudgens, CMC

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: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Louise Hudgens, CMC



May 29, 2013

City of Taft
209 E. Kern Street
Taft, CA 93268

Dear City of Taft:

The Taft District Chamber of Commerce and Visitor's Bureau is hosting the 5th Annual Rails to Trails Car, Truck, and Motorcycle Show on Saturday, June 8, 2013. The event is from 7:00am to 3:00pm and we would need the use of the property of the Rails to Trails during that time. On Friday, June 7, we would need the use of 5th Street Plaza for an outdoor concert in conjunction with the First Friday car cruise on Center Street. While cruising begins at 6:00pm, the event on 5th Street Plaza is from 5:00pm – 11:30pm.

We need the necessary permits from the city to host the event. Vendors will be on hand selling merchandise, food and drinks. Also, we request the waiver of any fees associated with the permit, trash & recycling, and any other fees charged by the City.

In addition, the Taft Chamber needs the following road closed for the event on Saturday, June 8:

- 6th Street from Main Street to Supply Row

Thank you for your assistance. Please contact me if you have any questions or need any additional information.

Sincerely,

Shannon Jones
Event Coordinator

400 Kern Street • Taft, California 93268
Phone: 661-765-2165 • Fax: 661-765-6639

E-mail: taftchamber@gmail.com • Web: www.taftchamber.com • Facebook : www.facebook.com/Taft.Chamber



City of Taft Agenda Report

DATE: June 4, 2013
TO: Honorable Mayor and Council Members
FROM: Public Works Department

AGENDA ITEM:

Consider waiving park reservation fees for Remnant Team Evangelistic Association event.

SUMMARY STATEMENT:

Frank Parker with Remnant Team Evangelistic Association wrote a letter requesting reservation fees be waived for an event his organization has planned for October 5, 2013. There will be live music, activities, and refreshments offered at no charge to the public. No alcohol will be served.

RECOMMENDATION:

Waive reservation fees for Remnant Team Evangelistic Association event.

IMPACT ON BUDGET (Y/N): NO

ATTACHMENT (Y/N): YES (letter)

PREPARED BY: Craig Jones

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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Remnant Team Evangelistic Association
A Ministry of Helps
PO Box 105 Fellows, CA 93224
Ph.#(661)809-7164 or E-mail AmyUvone@yahoo.com

May 18, 2013

Dear Craig Jones,

This note I'm writing is to ask the city to wave the fee's on the park for Sep14, because we are putting on a community and surrounding areas event.

From 2000 till 2010 we have had this event at the park. We have had many requests to have the event again. Everything at the park is free including hot-dogs, chips, cold drinks, we also gave gifts away. We have several groups for music. There is no alcohol at the event.

We have many local sponsors that provide gifts to give away. Would you partner with us to help bless the community?

President

Frank Parker



City of Taft Agenda Report

DATE: June 4, 2013
TO: Honorable Mayor and Council Members
FROM: Public Works Department

AGENDA ITEM:

Consider waiving park reservation fees for Taft Primary Playday.

SUMMARY STATEMENT:

Sylvia Hazel, principal of Taft Primary, wrote a letter requesting reservation fees be waived for the school's annual end of the year playday on June 5, 2013.

RECOMMENDATION:

Waive reservation fees for Taft Primary School Playday.

IMPACT ON BUDGET (Y/N): NO

ATTACHMENT (Y/N): YES (letter)

PREPARED BY: Craig Jones

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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Dear Taft City Council Members,

My name is Sylvia Hazel and I am the principal of Taft Primary and Jefferson Schools. For the past 15 years since I became principal Taft Primary School has used the Veteran's Memorial Park for various activities including our annual Playday event. During this event students play a variety of games at various stations on the grass then they have eaten their lunch under the covered areas before returning to school. The covered areas are cleaned up before leaving. We have reserved the park and the covered areas annually without paying a fee.

I am writing to you to request that you waive the fees for the covered areas at Veteran's Memorial Park for our annual Playday event on June 5, 2013. I appreciate you giving this your consideration.

Sincerely,
Sylvia Hazel



City of Taft Agenda Report

DATE: June 4, 2013
TO: Honorable Mayor and Council Members
FROM: Public Works Department

AGENDA ITEM:

Ratify emergency purchase of replacement lights for 10th Street Lighted Crosswalk

SUMMARY STATEMENT:

Staff identified lights that needed to be replaced at the lighted crosswalk where Rails to Trails crosses 10th Street. Staff made an emergency purchase in the amount of \$3192.75 and the new lights have been installed.

RECOMMENDATION:

Ratify purchase of in-pavement replacement lights.

IMPACT ON BUDGET (Y/N): YES

ATTACHMENT (Y/N): YES (Invoice from Light Guard System, Inc.)

PREPARED BY: Craig Jones

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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2292 Airport Boulevard
Santa Rosa, CA 95403

Prepayment Invoice

Date	Invoice #
4/16/2013	13061

Name / Address
City of Taft 209 E. Kern Street Taft, CA 93268

Ship To
City of Taft 333 Commerce Way Danny Subriar 661 763-1222 Taft, CA 93268

P O No.	Terms	Ship Date	Ship Via	FOB	
17708	Prepay	5/22/2013	UPS	Santa Rosa	
Item	Description	Quantity	U/M	Rate	Amount
LGS-9X-3	9X Series Composite Signal Head Amber 16 LED	10	EA	295 00	2,950 00T
Shipping	Shipping & Handling Charges	1		20.00	20.00T
				Subtotal	\$2,970 00
				Sales Tax (7.5%)	\$222 75
				Total	\$3,192 75

(Handwritten signature/initials over the total amount)



City of Taft Agenda Report

DATE: June 4, 2013
TO: Honorable Mayor and Council Members
FROM: Public Works Department

AGENDA ITEM:

Ratify contract and expenditures from Sewer Spill on March 12, 2013.

SUMMARY STATEMENT:

Due to the sewer spill in March of 2013, City staff approved a contract with Kern Consulting, Inc. on an emergency basis. That contract needs to be officially executed. Also, the City of Taft has received all invoices associated with the incident. There are ample funds in the Sewer Fund reserves to pay for the expenses, which total \$178,031.92.

RECOMMENDATION:

Ratify expenditures for sewer spill from Sewer Reserves and execute contract with Kern Consulting, Inc.

IMPACT ON BUDGET (Y/N): YES (\$178,031.92 from sewer reserves)

ATTACHMENT (Y/N): YES (contract & expense report)

PREPARED BY: Craig Jones

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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Consulting Agreement

This Agreement is made this 15 day of March, 2013, by and between City of Taft, 209 East Kern Street, Taft, CA 93268 (the "Client"), and Kern Consulting, Inc., 12904 Lynett Way, Bakersfield, CA 93314 (the "Consultant").

The parties agree as follows:

1. **Services.** The Consultant will provide services (the "Services") to the Client as specified in Schedule A
2. **Fees.** The Client will pay the Consultant the fees (the "Fees") as specified in Schedule A
3. **Expenses.** The Client will reimburse the Consultant for expenses incurred in providing the Services, but only if those expenses have been approved in advance and in writing.
4. **Payment.** Unless otherwise specified in Schedule A, the Consultant will invoice the Client monthly for completed Services and for expenses. The Client will pay the invoices within 60 days of receipt (the "Due Date") if the Consultant performed the Services as required.
5. **Interest.** The Client will pay the Consultant simple interest on all overdue payments at a rate of 10% per year. Interest is calculated from the date payment was due until the date payment, including accumulated interest, is made in full.
6. **Term.** This Agreement will be in effect until the Services are completed, unless ended earlier as specified in section 7 or 8.
7. **Termination by the Client.** The Client may end this Agreement for any reason and at any time by giving written notice to the Consultant.
8. **Termination by the Consultant.** The Consultant may end this Agreement if:
 1. the Client fails to pay any amounts owing to the Consultant within 30 days after the Due Date, or
 2. the Client breaches any other fundamental obligation in this Agreement and does not remedy the breach within 15 days after receiving written notice of the breach from the Consultant.
9. **Effect of Termination.** When this Agreement ends for any reason:
 1. the Client will immediately pay the Consultant all outstanding expenses and Fees for Services performed as required, up to the date of termination;
 2. the Consultant will immediately deliver to the Client all material in its possession or control that includes any Work Product (defined in section 11), the Client's Confidential Information (defined in section 10) or any material supplied to the Consultant by the Client, and
 3. sections 9, 10, 11, 12, 15 and 16 will survive the end of this Agreement.
10. **Confidentiality.**
 1. "Confidential Information" means all information (whether in oral, written or electronic form) relating to the business, technology, personnel, marketing, customers, finances, products or services of the Client, and includes confidential information received by the Client from third parties, but excludes any information that:

1. was lawfully in the possession of the Consultant before receiving it from the Client;
 2. is provided in good faith to the Consultant by a third party without breaching any rights of the Client or any other party;
 3. is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or
 4. is independently developed by the Consultant without use of the disclosed Confidential Information.
2. The Consultant may use the Client's Confidential Information only for the purpose of performing the Services and only to the extent required for that purpose. The Consultant must not use the Client's Confidential Information for any other purpose without the explicit written approval of the Client.
 3. The Consultant will keep the Client's Confidential Information confidential, and will also cause its directors, officers, employees and agents to keep the Client's Confidential Information confidential. The Consultant will take all necessary steps (including those steps that the Consultant takes to protect its own information that it regards as confidential) to maintain the confidentiality of the Client's Confidential Information.
 4. The Consultant will not disclose the Confidential Information to any third party, nor the fact that it has obtained the Confidential Information, without the explicit written approval of the Client.
 5. If the Consultant receives notice indicating that it may or will be legally required to disclose any of the Client's Confidential Information, it will notify the Client promptly in writing so that the Client may seek a protective order or other appropriate remedy, or waive compliance with this Agreement. If a protective order or other remedy is not obtained for whatever reason, or if the Client waives compliance with this Agreement, the Consultant will disclose no more than that portion of the Confidential Information required to be disclosed.
11. **Intellectual Property.** The Consultant agrees that the Client will have exclusive ownership in all work product (the "Work Product") that the Consultant produces under this Agreement, including the Consultant's copyright interest in the Work Product, except for the materials (the "Consultant's Materials") specified in Schedule A. All Work Product must be original work by the Consultant or by its subcontractors (if the Client has permitted subcontracting under section 13) and must not infringe the rights (including intellectual property rights) of any third party. The Consultant hereby grants the Client a perpetual, non-exclusive licence to make copies and to modify the Consultant's Materials, without any additional payments, to the extent that the Consultant's Materials are incorporated in the Work Product or are reasonably necessary to use the Work Product.
12. **Assignment and Moral Rights.** The Consultant hereby assigns to the Client all rights, title and interest the Consultant may now or in the future have in and to the Work Product. The Consultant waives the Consultant's moral rights to any and all copyrights subsisting in the Work Product. If required by the Client, the Consultant also agrees to sign, and to cause the Consultant's employees and subcontractors to sign, any applications or other documents the Client may reasonably request: (a) to obtain or maintain patent, copyright, industrial design, trade-mark or other similar protection for the Work Product, (b) to transfer ownership of the Work Product to the Client, and (c) to

assist the Client in any proceeding necessary to protect and preserve the Work Product. The Client will pay for all expenses associated with preparing and filing such documents.

13. **Subcontracting.** The Consultant will subcontract for the provision of the Services only as specifically approved by the Client in advance. If subcontracting is permitted:
1. the Consultant must cause its subcontractors to enter into agreements with provisions the same as those in sections 10, 11 and 12 of this Agreement;
 2. the Consultant will remain responsible for the performance of all of the Services, even those performed by subcontractors; and
 3. unless otherwise specified in writing, the Consultant will be responsible for paying all of its subcontractors' fees and expenses, without additional charge to the Client beyond the Fees and expenses specified in this Agreement.

14. **Consultant's Obligations.**

1. The Consultant will perform the Services in a competent and professional manner. The Consultant represents that it, its employees and its subcontractors (if applicable) have the skills and qualifications necessary to perform the Services
2. The Consultant, its employees and its subcontractors (if applicable) will comply with all applicable laws
3. In the performance of this Agreement, the Consultant will not breach any other agreement entered into by the Consultant.

15. **Entire Agreement.** This Agreement contains the whole agreement between the Client and the Consultant, and there are no warranties, representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Agreement.

16. **Governing Law and Courts.** This Agreement will be governed by the laws in effect in the State of California, and the parties submit to the exclusive jurisdiction of the courts of Kern County, California.

Consultant

Client

Name: Matthew Perry

Name: _____

By:



By:

SCHEDULE A

A. Description of services

Kern Consulting, Inc. (KCI) agrees to perform environmental services for the City of Taft, California, on an as needed basis.

B. Fees

Senior Biologist, Matthew Perry \$85.00/Hr

Mileage \$00.60/Mi

*Minimum charge of 4 hours for all site visits & call backs

*Hourly rate calculated from time left office at 12904 Lynett Way Bakersfield, CA 93314

C. Consultant's Materials

Client shall reimburse any expenses for materials incurred while providing the Services, but only if those expenses have been approved in advance and in writing.

EXPENSE REPORT FOR SEWER SPILL MARCH 2013

W.M. Lyles	bypass, line camera, line replacement	\$ 145,979.88
California Department of Fish & Wildlife	compenatory mitigation	\$ 17,325.00
Kern Consulting	biologist services	\$ 6,797.00
City Staff Payroll	streambed cleanup	\$ 4,721.78
Down's Equipment Rental	streambed cleanup	\$ 2,186.00
Kern County Environmental	incident response & report	\$ 450.00
Statewide	exclusionary fence	\$ 472.67
Cooper's True Value	supplies for cleanup	\$ 99.59
<hr/>		\$ 178,031.92



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

ADDENDUM TO AN AGREEMENT WITH UTILITY COST MANAGEMENT LLC

SUMMARY STATEMENT:

On January 6, 2009 the city entered into an agreement with Utility Cost Management LLC (UCM) to perform a gas and electricity franchise fee audit. Gas and electricity franchise fees are an important revenue source for California's cities; however franchise fees rarely are scrutinized. In performing this audit it has become necessary to add an addendum to the agreement to allow UCM to represent the city at a California Public Utilities Commission for the purpose of obtaining any Back charge and Future Increases that were identified in the findings report.

The addendum was review by the City Attorney.

RECOMMENDED ACTION:

Motion to authorize the City Manager to sign the Addendum to the Agreement between the City of Taft and Utility Cost Management, LLC.

IMPACT ON BUDGET (Y/N): Yes, possible increase in franchise fee revenue.

ATTACHMENT (Y/N): Yes, Addendum to the Agreement to Perform Franchise Fee Audit,
(Exhibit 1) Original Agreement to Perform Franchise Fee Audit, and
(Exhibit 2) Email regarding the findings and the approximate increase in revenue for the City dated February 4, 2011.

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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**ADDENDUM
TO AGREEMENT TO PERFORM FRANCHISE FEE AUDIT
BETWEEN CITY OF TAFT, CALIFORNIA AND UTILITY COST MANAGEMENT LLC**

1. This is an addendum to the "Agreement to Perform Franchise Fee Audit", between the City of Taft and Utility Cost Management LLC, a copy of which is attached as **Exhibit 1** (the Agreement).
2. As used in the following paragraph, the terms "Backcharge", "Future Increase", and "Findings Report" have the meanings ascribed to them in the Agreement.
3. The City of Taft hereby authorizes UCM to act as the City's representative in proceedings before the California Public Utilities Commission (CPUC) for the purpose of obtaining any Backcharge and Future Increase identified in the Findings Report.
4. A copy of the Findings Report, which was sent to the City by email dated February 4, 2011, is attached as **Exhibit 2**.

UTILITY COST MANAGEMENT LLC

CITY OF TAFT, CALIFORNIA

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

AGREEMENT TO PERFORM
FRANCHISE FEE AUDIT

This agreement (the "Agreement") is made by and between Utility Cost Management LLC ("UCM") and the public entity signing below ("Client") as follows:

RECITALS

- A. Client is a public entity that has franchise agreements with one or more public utilities (individually and collectively, "Utility"), pursuant to which Client has granted to Utility a franchise to transmit and distribute gas and/or electricity under, along, across, or upon public streets, ways, alleys and places (individually and collectively, "Franchise Agreement").
- B. Pursuant to the Franchise Agreement, Client receives, and has received, payments as consideration for the grant of the gas and/or electric franchises; and, pursuant to Public Utilities Code sections 6350-6354.1, Client receives, and has received, payments of a municipal surcharge. Such payments pursuant to the Franchise Agreement and pursuant to Public Utilities Code sections 6350-6354.1 are individually and collectively referred to as the "Franchise Fee".
- C. Client wishes to conduct an audit to determine whether Utility underpaid, or is underpaying, the Franchise Fee, i.e., whether the Franchise Fee payments from Utility were, or are, less than the amount required by the Franchise Agreement or governing law.
- D. Client wishes to engage Utility Cost Management LLC ("UCM") for the purpose of conducting this audit on its behalf, pursuant to the terms set forth below.

NOW, THEREFORE, Client and UCM agree as follows:

AGREEMENT

1. **UCM's Services; Client's Cooperation.** UCM is authorized to obtain and review information relating to the Franchise Fee paid by Utility. UCM will use its best efforts to identify the basis for any Backcharges (as defined below) or Future Increases (as defined below) of the Franchise Fee. UCM's efforts to identify the basis for Backcharges or Future Increases will include gathering information pertaining to the Franchise Fees from Utility, Client and/or public records, and analyzing that information to determine whether Utility underpaid, or is underpaying, the Franchise Fee, i.e., whether the Franchise Fee payments from Utility were, or are, less than the amount required by the Franchise Agreement or governing law. UCM will mail to Client a written report that generally identifies the basis for any Backcharges or Future Increases of the Franchise Fee (the "Findings Report"). With Client's prior approval, UCM will discuss the Findings Report with Utility for the purpose of obtaining the Backcharges or Future Increases identified in the Findings Report. Client will cooperate with UCM, as reasonable, in UCM's efforts to carry out the purposes and intent of this Agreement. Such cooperation will include, but not be limited to, providing information relating to the Franchise Fee upon the reasonable request of UCM.
2. **UCM's Compensation.** As set forth in this paragraph, UCM will be compensated for Client's receipt of: (a) payment for Backcharges identified in the Findings Report, and (b) Future Increases identified in the Findings Report.
 - (a) **Backcharges.** If Client receives from Utility payment for a Backcharge that was identified in the Findings Report, then Client will pay to UCM 38% of the amount of such payment. "Backcharge" is a charge or claim by Client against Utility for reimbursement or restitution as a result of Utility having paid a Franchise Fee that was less than the amount that Utility was required to pay under the Franchise Agreement or governing law. Client's payment of UCM's compensation under this subparagraph is due within 30 days of the date UCM mails an invoice to Client requesting such compensation.
 - (b) **Future Increases.** If Client receives a Future Increase that was identified in the Findings Report, then Client will pay to UCM 38% of such Future Increase that is received during a Five-Year Increase Period. "Future Increase" is the amount by which the Franchise Fee paid by Utility is increased as a result of a change in the mode, manner,

methodology, procedure, assumptions, or inputs for calculating the Franchise Fee (such change is hereinafter referred to as a "New Calculation Methodology"). The Future Increase will be calculated as the difference between the amount of the Franchise Fee paid to Client during the Five-Year Increase Period, and the amount of the Franchise Fee that would have been paid to Client during the Five-Year Increase Period if there had not been a New Calculation Methodology. The Five-Year Increase Period begins with the first annual Franchise Fee payment by Client that reflects the New Calculation Methodology, and ends after Utility makes its fifth annual Franchise Fee payment that reflects the New Calculation Methodology. UCM will submit invoices annually to Client for payment based on the Future Increases as they are received by Client. The invoices will verify (a) that Future Increases have actually been received by Client, and (b) the amount of such Future Increases. Payment of UCM's compensation under this subparagraph is due within 30 days of the date UCM mails an invoice to Client requesting such compensation.

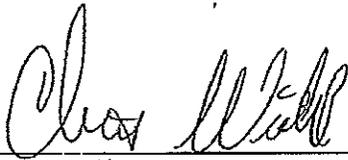
- (c) **Exclusive Compensation.** The compensation described in this paragraph is the exclusive compensation to which UCM is entitled under this Agreement. If Client does not receive: (a) payment for Backcharges identified in the Findings Report, or (b) Future Increases identified in the Findings Report, as set forth in this paragraph, then no compensation will be paid or owed to UCM.
 - (d) **Payment Includes Money or Other Value.** For purposes of this Agreement, the amount of Future Increases and the amount of payment for any Backcharges will include payments to Client by Utility in money or any other form of value including, but not limited to, the forgiveness of debts or obligations or the provision of goods or services.
 - (e) **Knowledge, Causation Immaterial.** Client is obligated to pay UCM if Client receives payment of Backcharges or Future Increases identified in the Findings Report, whether or not Client knew of the basis for the Backcharge or Future Increase prior to the date of the Findings Report, and whether or not Client's receipt of payment of the Backcharge or Future Increase was the result of UCM's discussions with Utility for the purpose of obtaining them.
3. **Termination; Effect.** This Agreement will terminate seven days after either party faxes a written notice of termination to the other party. Upon termination, UCM will cease all work on behalf of Client. However, if Client terminates the Agreement and such termination occurs after UCM has sent its Findings Report to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any Backcharges or Future Increases that were identified in the Findings Report and that are thereafter obtained by Client.
 4. **No Warranty.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any Backcharges or Future Increases of the Franchise Fee. Client hereby waives, releases and forfeits any current or future claim against UCM that is based upon or relates to any failure by UCM to identify or obtain Backcharges or Future Increases to which Client may be entitled.
 5. **Late Payment Penalty.** If payment of any invoice is not received by UCM within 60 days of the date the invoice was mailed, then interest on the amount owing will accrue, beginning on the 61st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis). In addition, if any payment is not received by UCM within 90 days of the date the invoice was mailed to Client, then a fee equal to 7.5% of the amount owing (including any accrued interest) will be imposed on the 91st day after the invoice was mailed. Interest will continue to accrue at 1% per month (prorated on a daily basis) on the entire amount due until paid in full.
 6. **Acknowledgement of Services Provided To Others.** Client understands and acknowledges that UCM may offer the services described in this Agreement, and provide those services, to other municipalities.
 7. **Applicable Law.** This Agreement is executed in and intended to be performed in the State of California, and the laws of that state will govern its interpretation and effect.
 8. **Venue.** Venue in any legal action arising from or related to this Agreement will be Fresno County, California.
 9. **Paragraph References.** A reference to a "paragraph" of this Agreement includes both the numbered paragraph, as well as the subparagraphs, if any, that are part of such paragraph. Subparagraphs are designated by lower case letters (e.g., "(a)", "(b)", "(c)").

10. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
11. **Interpretation.** In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in drafting of this Agreement.
12. **Entire Agreement.** This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.
13. **Signor Authorized to Bind Client.** The individual signing this Agreement on behalf of Client hereby represents and warrants that he/she is authorized by the governing body of Client to do so, and to thereby legally bind Client to its terms. The individual signing this Agreement on behalf of UCM hereby represents that he/she is authorized by the principals of UCM to do so, and to thereby bind UCM to its terms.

UTILITY COST MANAGEMENT LLC

CITY OF TAFT

(CLIENT)

By: 
 Signature
Chris Wiehl
 Print Name
Marketing
 Title
1/26/09
 Date

By: 
 Signature
Robert T. Gorson, Jr.
 Print Name
City Manager
 Title
Jan. 19, 2009
 Date

909309450250

Chris Wiehl

From: Chris Wiehl [cw@utilitycostmanagement.com]
Sent: Friday, February 04, 2011 1:15 PM
To: 'Teresa Statler'
Subject: Franchise Fee Findings Letter

Dear Ms. Statler,

Utility Cost Management LLC (UCM) has completed its review of the City of Taft's franchise fee surcharges, pursuant to our agreement dated 1/19/2009. This email is UCM's Findings Report under that agreement.

As a result of our review, we have determined that PG&E's annual surcharge payments to the city would increase by approximately \$7,000 if the utility were to alter the method it uses to calculate surcharges to make it consistent with the method used by other major California utilities. Below, I provide an explanation of this opportunity, and the steps that UCM anticipates taking in order to implement the desired change. (With regard to franchise fees, as opposed to franchise fee *surcharges*, thus far UCM has not identified opportunities that would result in an increase to the city. However, we continue to check PG&E's data, and I will notify you before the end of next month if we discover that additional franchise fees are owed to the city.)

Beginning in the 1990's, California's gas and electricity customers were given the option of purchasing energy from third-party suppliers, rather than from their local utility. Franchise fee surcharges, also known as "municipal surcharges", were created to compensate cities for franchise fee revenues lost due to this exodus of customers. The surcharges are paid under the terms of the "Municipal Public Lands Use Surcharge Act", which was codified in California Public Utilities (PU) Code sections 6350-6354.

PU Code section 6354(b) states that the surcharges are to be paid "in the manner... prescribed for payment of franchise fees in the energy transporter's franchise agreement". It is unclear how this section of the PU Code should be interpreted, and as a result there is inconsistency in the methods used by major utilities in the state. For instance, Southern California Gas Company and San Diego Gas & Electric Company have concluded that the above language requires them to perform detailed surcharge calculations that are virtually identical to the franchise fee calculations. Specifically, these utilities calculate surcharges under two separate methods – the method used by PG&E, as well as the complex Broughton Act method, because the Broughton Act method is referenced "in the energy transporter's franchise agreement". These utilities then pay surcharges based on the greater of these two methods, again because this approach is described in the franchise agreement.

PG&E, on the other hand, believes that it is obligated to calculate surcharges only using its current method (and not the Broughton Act method), and therefore is not required to pay to cities the greater of two separate surcharge calculations. If PG&E were to alter its approach to match the So Cal Gas and SDG&E method, for many cities there would be no change because PG&E's current calculation results in greater surcharges than the second method based on the Broughton Act. However, for the City of Taft, this change would make a difference, and UCM estimates that an additional \$7,000 in surcharges would be received each year.

In order to determine if these additional franchise fee surcharges are owed, UCM would like to represent the City of Taft in a California Public Utilities Commission (CPUC) proceeding. UCM would ask the CPUC to clarify how section 6354(b) of the PU Code should be interpreted, and whether the surcharge method used by PG&E, or the method used by the other utilities, is correct. We expect that it would take six months to a year for the CPUC to render a decision. There is nothing to lose by undertaking this endeavor – if the CPUC decides that the PG&E method is acceptable, then there will be no change in the city's franchise fees or surcharges. But if it decides that the PG&E method is incorrect, then the city will receive additional surcharges for many years, even decades.

Please respond to this e-mail to authorize UCM to represent the City of Taft before the CPUC to resolve this matter.

Thank you for allowing UCM to be of service thus far. Please contact me if you have any questions or comments.

Chris Wiehl
Utility Cost Management LLC
(559) 261-9237



City of Taft Agenda Report

DATE: June 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

City Services Assistant Position

SUMMARY STATEMENT:

The City Hall facilities use to be cleaned by inmate labor. Since the closure of the CCF, temporary staff was hired to fill in the unmet needs. However, the use of inmate labor at City Hall for cleaning was not without problems due to inmates access to offices.

Staff has reviewed the operational needs and requests the Council approve changing the Temporary position of City Services Assistant to a Part Time position. Temporary positions may not exceed nine (9) months or employment or 960 hours. Staff believes it is in the best interest of the City to have a position assigned to City Hall that is able to perform a variety of duties related to cleaning and also perform clerical support and provide front counter coverage when necessary.

Staff is not recommending any change to the compensation rate of \$12.00 per hour for this position. The only recommended change is from temporary status to part time status.

RECOMMENDED ACTION:

1. Motion to approve changing the Temporary City Services Assistant to City Services Assistant-Part Time.
2. Motion to approve **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE POSITION CLASSIFICATION PLAN AND ESTABLISHING CORRESPONDING COMPENSATION RATES**

IMPACT ON BUDGET (Y/N): YES –Transfers employee from Extra-help to Part-time status. Additional cost of benefits approximately \$4,500 annually.

ATTACHMENT (Y/N): YES; Resolution;

PREPARED BY: Lonn Boyer, Director of Human Resources

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT
AMENDING THE POSITION CLASSIFICATION PLAN
AND ESTABLISHING CORRESPONDING COMPENSATION RATES**

WHEREAS, pursuant to Section 1-10-5, Taft Municipal Code, the City Council may adopt rules and regulations for the administration of the personnel system, including establishing position classifications and range changes; and

WHEREAS, the City Council wishes to amend the Position Classification Plan and establish corresponding compensation rules pursuant thereto.

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

Section 1. The Position Classification Plan is hereby amended to add following positions effective June 4, 2013.

<u>Position Title</u>	<u>Salary Range</u>
<u>City Services Assistant – Part Time</u>	\$12.00 hr.

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

ATTEST:

Paul Linder, Mayor

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:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

LOUISE HUDGENS, CMC
CITY CLERK



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

AGREEMENT WITH MGT AMERICA, INC. TO PREPARE AND SUBMIT COST CLAIMS TO THE STATE CONTROLLER'S OFFICE

SUMMARY STATEMENT:

On June 1, 2010 the City of Taft entered into an agreement with NIMBUS to prepare and submit cost claim forms to the State of California to recover the costs associated with carrying out programs mandated by the state for fiscal years 2010-2011 and 2011-2012 at the rate of \$1,800 for the first year and \$1,900 for the second year. The City has not received a proposal from Nimbus to continue providing this service.

The City did receive a proposal from MGT of America, Inc. to provide the same service at a rate of \$1,900 for the first fiscal year with an option to renew for two additional fiscal years that the City's option at the rate of \$1,900 for each additional fiscal year.

Fiscal year 2011-2012 claims were in the amount of \$39,604 (\$27,349 Local Government Employee Relations Claim and \$12,255 Open Meetings Act/Brown Act Reform Claim).

RECOMMENDED ACTION:

Motion to authorize the City Manager to execute the Multi-Year Agreement with MGT America, Inc. to prepare and submit cost claims to State Controller's Office for the three fiscal years ending June 30, 2013, June 30, 2014 and June 30, 2015.

IMPACT ON BUDGET (Y/N): No, will be included in the budget (continuing of service)

ATTACHMENT (Y/N): Yes, Proposal to provide State Mandated Cost Claiming Services

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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CONTRACT FOR SERVICES

By and Between
City of Taft
and
MGT of America, Inc.

This agreement is made and entered into this _____ day of _____ 2013 by _____, hereinafter referred to as CITY, and MGT of America, Inc., hereinafter referred to as "MGT"

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. SERVICES

MGT will provide those services as outlined in its proposal letter to CITY specified in this agreement, attached hereto and incorporated herein as Exhibit "A". Specific scope of services are as follows:

- a) Prepare and file eligible mandate reimbursement claims for annual claims due on February 15, 2014.
- b) Prepare and file eligible mandated reimbursement claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office from July 1, 2013 through the State's June 30, 2014 fiscal year
- c) Provide information to the CITY about new claiming opportunities in a timely manner.
- d) Provide liaison services between the CITY and the State Controller for all claims filed by the MGT that are contested by the State Controller either through desk review or field audit
- e) Assist with payment tracking and mandate reimbursement claim tracking and coordination.

II. TIMETABLE

a) Initial Term

It is anticipated that all work will commence on July 1, 2013 and will be completed by June 30, 2014, at which time, the CITY will be able to renew this agreement for two additional fiscal years.

b) Renewal Period

The terms of this agreement may be renewed for two additional fiscal years, at the CITY's option. The additional term of services would be from July 1, 2014 to June 30, 2015 as well as July 1, 2015 to June 30, 2016. Pricing would be \$1,900 for each additional fiscal year Scope of Services items 2(a) through (f). The fiscal years in item 2(b) are 2014-2015 and 2015-2016 during the renewal periods

III. PAYMENT

In consideration for the services rendered by MGT pursuant to this agreement, CITY agrees to pay MGT the following:

Fixed Fee Claiming Services:

In consideration for services provided pursuant to Scope of Services 2 (a) through (f) of this agreement, the CITY shall pay MGT a fixed fee of \$1,900 (one thousand nine hundred dollars), which will be billed 50% on August 1st and 50% on January 1st.

IV. CITY RESPONSIBILITY

- a) Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b) Cooperate with Consultant in carrying out the work herein.
- c) Provide adequate staff for liaison with the Consultant for each affected department.
- d) Develop and maintain source documentation sufficient to support mandate reimbursement claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing whichever is latest.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the CITY is accurate and correct. Any subsequent disallowance of funds paid to the CITY pursuant to the mandate reimbursement claims filed under this agreement is the sole responsibility of the CITY. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

IV. MODIFICATION

The CITY and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the MGT's principal agent and the CITY's designate

V. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VI. CANCELLATION

The CITY and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

VII. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the CITY, nor shall any party be covered under the CITY's personnel rules and regulations. The CITY shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

VIII. PROJECT MANAGER

Cindy Sconce of MGT shall act as project manager for this project and shall serve as contact for the CITY. Contact information is as follows:

2001 P Street, Suite #200
Sacramento, CA 95811
Phone 916-443-9236 x 4534
Fax 916-443-1766
EMAIL: csconce@mgtamer.com

IX. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and CITY will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

X. LOCATION FOR OFFICIAL NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail to the following addresses:

TO CITY:
City of Taft
Paul Linder, Mayor
209 E. Kern Street
Taft, CA 93268
661-763-1222
lhudgen@cityoftaft.org (city clerk)

TO CONSULTANT:
Mr Brad Burgess,
Vice President, Costing Services
MGT of America
2001 P Street, Suite #200
Sacramento, CA 95814

XI SIGNATURES & APPROVAL

City of Taft

Name: Paul Linder
Title: Mayor

Address: 109 E. Kern Street
Taft, CA 93268

Telephone: 661-763-1222
FEID:
Date: _____

MGT OF AMERICA, INC.



Name: J. Bradley Burgess
Title: Vice President

Address: 2001 P Street, Suite #200
Sacramento, CA 95811

Telephone: 916-595-2646
FEID: #59-1576733
Date: May 17, 2013



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

TO CREATE A NEW ASSESSMENT DISTRICT FOR NUISANCE ABATEMENT TO BE COLLECTED BY THE KERN COUNTY TAX COLLECTOR

SUMMARY STATEMENT:

Previously the City would abate nuisances on private properties and all cost associated with the abatement would be place as a lien on the property if the cost was not recovered through invoicing. Then the City would have to wait for the property to be sold to recover any monies owed to the City.

Now it has been discovered that the City could place such liens on the property tax roll, through a new assessment district, and the amount of the assessment will be collected at the same time and in the same manner as ordinary City taxes are collected. The assessment shall be subject to the same penalties and interest and to the same procedure for foreclosure and sale in the case of delinquency as provided for ordinary City Taxes.

This allows the City to recover the cost for the nuisance abatements at a much quicker rate.

RECOMMENDED ACTION:

Motion to adopt resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, INTENTION TO FORM AN ASSESSMENT DISTRICT FOR NUISANCE ABATEMENT TO BE COLLECTED BY THE KERN COUNTY TAX COLLECTOR.**

IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Yes, Resolution

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, INTENTION TO
FORM AN ASSESSMENT DISTRICT FOR NUISANCE ABATEMENT TO BE
COLLECTED BY THE KERN COUNTY TAX COLLECTOR**

WHEREAS, the City desires to create a new assessment district; and

WHEREAS, the City through code enforcement will abate weeds, debris and other waste matter and incur costs to perform the abatement; and

WHEREAS, the City wishes by resolution place an assessment and/or lien against the properties for the nuisance abatement costs incurred by the City of Taft; and

WHEREAS, the City request that the Kern County Auditor attach such liens on the next regular tax bill levied against the parcel and the amount of the assessment to be collected at the same time and in the same manner as ordinary City taxes are collected and that said assessment shall be subject to the same penalties and interest and to the same procedure for foreclosure and sale in the case of delinquency as are provided for ordinary City Taxes.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall transmit certified copy of all resolutions to the County Auditor for the County of Kern and request that the County Auditor place such liens on all assessed properties.

BE IT FURTHER RESOLVED that the County Auditor for the County of Kern shall place such liens on all assessed properties and collect such liens in the same manner as ordinary City taxes.

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: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

2013-2014 APPROPRIATIONS LIMIT

SUMMARY STATEMENT:

The City Council must annually establish a spending limit for the coming fiscal year as a requirement of Proposition 4, which was adopted in 1979 and modified June 5, 1990, when voters approved Proposition 111.

Beginning with the 1990-91 appropriations limit, the annual adjustment factors changed. Instead of using the lesser of California Per Capita Income or U.S.C.P.I. to measure inflation, each city may choose:

1. The growth in the California Per Capita Income, or the growth in the non-residential assessed valuation due to new construction within the city.
2. Instead of using only the population growth of the city, each city may choose to use the population growth within its county.

These are both annual elections.

The decision as to which of the options to select must be done by a recorded vote of the City Council. The data necessary to calculate the increase in the non-residential assessed valuation for FY 2013-2014 is not available from the County Assessor's Office until late July or August 2013; however, the valuation for FY 2012-2013 is available.

It is recommended that the City adopt its 2013-2014 appropriations limit using the alternative factor of non-residential assessed valuation for the inflationary adjustment. The computation shows that the City's inflationary adjustment factor is 0.9773975% and the appropriation limit for 2013-2014 fiscal year is \$6,534,787 (see attached worksheet).

RECOMMENDED ACTION:

Motion to adopt resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ESTABLISHING APPROPRIATIONS LIMIT FOR 2013-2014

IMPACT ON BUDGET (Y/N): Yes, setting 2013-2014 operating expenditure level.

ATTACHMENT (Y/N): Yes, Appropriation Limit Worksheet

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ESTABLISHING APPROPRIATIONS LIMIT FOR 2013-2014

WHEREAS, cities are required to establish appropriations limits pursuant to Proposition 111 each fiscal year; and

WHEREAS, appropriations limits are developed based upon base year 1986-87 appropriations; and

WHEREAS, the 1986-87 appropriations for the City of Taft have been set at \$2,308,812; and

WHEREAS, the City chooses the percentage change in California non-residential assessed valuation as a basis for computing the appropriation limit; and

WHEREAS, the City chooses as an adjustment factor the growth in the County population; and

WHEREAS, based upon state formulas, the 2013-2014 appropriation limit is 0.9773975% below the 2012-2013 limit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Taft that the City Council hereby establishes the appropriation limit for the 2013-2014 fiscal year at \$6,534,787.

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
Article XIII B Appropriations Limit
Fiscal Year 2012-2013
Appropriations Limit

A. Last Year's Limit	6,685,905
B. Adjustment Factors:	
1. Population %	1.000111
2. Inflation %	0.977289
Total Adjustment %	0.9773975
C. Annual Adjustment \$	(151,118)
D. Other Adjustments:	
Lost Responsibility (-)	
Transfer to private (-)	
Transfer to fees (-)	
Assumed Responsibility (+)	
Sub-total	0
E. Total Adjustments	(151,118)
F. This Years Limit	6,534,787

Adjustment Factor Calculation:

Population:	
City	0.49%
County	1.11%
Inflation:	
Per capita personal income	5.12%
Non-Residential Assessed Valuation	-227.11%

CITY of TAFT
Article XIII B Appropriations Limit
Fiscal Year 2013-14
Population Changes per
State of California, Department of Finance Report

Worksheet #5

	City Population	Change	County Population	Change
01/01/92	6,133		561,540	
01/01/93	6,193	0.98%	565,524	0.71%
01/01/94	6,180	-0.21%	590,883	4.48%
01/01/95	6,542	5.86%	612,823	3.71%
01/01/96	6,594	0.79%	624,695	1.94%
01/01/97	6,659	0.99%	628,216	0.56%
01/01/98	6,894	3.53%	639,798	1.84%
01/01/99	8,958	29.94%	648,398	1.34%
01/01/00	9,141	2.04%	658,935	1.63%
01/01/01	8,904	-2.59%	685,811	4.08%
01/01/02	8,929	0.28%	687,552	0.25%
01/01/03	8,978	0.55%	702,873	2.23%
01/01/04	8,962	-0.18%	724,883	3.13%
01/01/05	9,052	1.00%	753,070	3.89%
01/01/06	9,147	1.05%	779,869	3.56%
01/01/07	9,161	0.15%	801,678	2.80%
01/01/08	9,228	0.73%	817,517	1.98%
01/01/09	9,117	-1.20%	827,173	1.18%
01/01/10	9,264	1.61%	839,587	1.50%
01/01/11	9,321	0.62%	846,883	0.87%
01/01/12	8,906	-4.45%	850,006	0.37%
01/01/13		-100.00%		-100.00%
01/01/14		#DIV/0!		#DIV/0!



City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

DONATION TO THE TAFT CHAMBER OF COMMERCE TO HELP COVER COST OF 4TH OF JULY CELEBRATION

SUMMARY STATEMENT

For several years, the Taft District Chamber of Commerce provided a 4th of July celebration for the enjoyment of the citizens of the City of Taft and surrounding areas. Due to a lack of funding, the Chamber was unable to provide a Fireworks show in 2011 and 2012.

This year, several businesses and individuals have stepped forward to donate funds for a July 4, 2013, Fireworks Show to be held on the Rails to Trails. However, donations are still needed to secure a spectacular show.

Mayor Linder, with concurrence from Council Member Miller, has asked that this item be agendaized and to ask Council for a \$2,000 donation to the Chamber to be used toward the 2013 Fireworks display. As it would be used for all Taft citizens enjoyment, it would be determined that it was not a gift of public funds.

RECOMMENDED ACTION:

Discuss and direct staff

IMPACT ON BUDGET (Y/N): \$2,000 from General Fund reserves

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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City of Taft Agenda Report

DATE: JUNE 4, 2013

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

APPROVE TRAVEL EXPENSE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND DESIGNATION OF VOTING DELEGATE AND ALTERNATE

SUMMARY STATEMENT:

In August 2001, the City Council adopted a policy establishing procedures and guidelines for travel and certain other expenses of Council Members. Pursuant to that policy, prior to commitment for travel, the proposed expenses need to be reviewed and authorized by the full Council. Registration and Housing deadline is September 3, although room availability becomes scarce as the deadline draws nearer. Early Bird registration (\$50 savings) if registered before June 28.

The League of California Cities Annual Conference is scheduled for September 18-20, at the Sacramento Convention Center. In order to comply with the policy, it will be necessary for the Council to authorize expenses for conference registration, lodging, meals, transportation, and other incidental expenses for the Council Members who wish to attend the Conference. All Council Members are eligible to attend. Expenses are estimated to be approximately \$1,400 per attendee.

The Annual Business Meeting will be held on Friday, September 20, at a 12:00 p.m. luncheon. To ensure that the City of Taft is represented and has a voice at the meeting, it would be appropriate to select a voting delegate to attend the business meeting. It would also be appropriate to select an alternate voting delegate in the event the delegate is unable to attend the meeting.

RECOMMENDED ACTION:

- 1) Motion to authorize expenses for registration, lodging, meals, transportation, and other incidental expenses for the Council Members who wish to attend the 2013 League of California Cities Annual Conference in Sacramento.
- 2) Select a Voting Delegate and an Alternate Voting Delegate for the League of California Cities Annual Business Meeting to be held at the Annual Conference on September 20.

IMPACT ON BUDGET (Y/N): Yes. (2013/2014 Annual Budget has not been approved yet)

ATTACHMENT (Y/N): Conference details and Voting Delegate Form

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by August 2, 2013

PLEASE NOTE: You are receiving this letter and form earlier than usual because hotel space near the Sacramento Convention Center for the Annual Conference will be especially tight this year. As a result, we want to encourage you to make your hotel reservations early.

April 26, 2013

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 18 - 20, Sacramento**

The League's 2013 Annual Conference is scheduled for September 18 - 20 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 20, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 23, 2013. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the

- Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 18, 9:00 a.m. – 6:30 p.m.; Thursday, September 19, 7:00 a.m. – 4:00 p.m.; and September 20, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 23. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2013 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
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Annual Conference Voting Procedures 2013 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2013 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 23, 2013. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 23, 2013

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