

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA
TUESDAY, MAY 20, 2014
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. PROCLAMATION– PUBLIC WORKS WEEK**
- 2. PROCLAMATION– MOTORCYCLE AWARENESS MONTH**
- 3. PROCLAMATION– PETROLEUM INDUSTRY APPRECIATION MONTH**
- 4. PRESENTATION – PROPOSED FISCAL YEAR 2013-2014 BUDGET**
- 5. APPROVAL OF FINAL BUDGET FOR FISCAL YEAR 2012-2013 AND PROPOSED BUDGET FOR FISCAL YEAR 2013-2014**

Recommendation - Motion to adopt resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ADOPTING THE CITY OF TAFT FINAL BUDGET FOR FISCAL YEAR 2012-2013 AND PROPOSED BUDGET FOR THE FISCAL YEAR 2013-2014.**

- 6. CITIZEN REQUESTS/PUBLIC COMMENTS**

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

- 7. COUNCIL STATEMENTS (NON ACTION)**
- 8. DEPARTMENT REPORTS**
- 9. CITY MANAGER STATEMENTS**
- 10. CITY ATTORNEY STATEMENTS**
- 11. FUTURE AGENDA REQUESTS**

CONSENT CALENDAR ITEMS 12 - 21

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

Are there any items on the consent calendar that any member of the public would like to comment on?

12. MINUTES

April 8, 2014 Special
May 6, 2014 Regular

Recommendation – Approve as submitted.

13. PAYMENT OF BILLS

Warrant#	5-02-2014	Check No. 77373	\$ 500.00
Warrant#	5-02-2014	Check No. 77374-77463	\$397,336.48
Warrant#	5-13-2014	Check No. 77464	\$ 103.90

Recommendation – Approve payment of the bills.

14. SECOND READING - ZONING ORDINANCE AMENDMENT RELATING TO A VACANT BUILDING REGISTRATION ORDINANCE

Recommendation - Motion to approve and amend the City of Taft Zoning Ordinance entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING CHAPTER 4.3 OF TITLE 3 OF THE TAFT CITY CODE AND CHAPTERS 4, 5, 6, 7, 8, AND 11 OF TITLE 6 OF THE CITY OF TAFT ZONING ORDINANCE RELATING TO A VACANT BUILDING REGISTRATION ORDINANCE.**

15. PETROLEUM INDUSTRY APPRECIATION RALLY

Recommendation - Motion to authorize expenditure in an amount not to exceed \$1,000 for costs related to the Petroleum Industry Appreciation Rally to be held on May 29, 2014.

16. INSURANCE CLAIM FOR LOSS DUE TO SEWER LINE COLLAPSE

Recommendation - Motion to authorize the City Manager to sign the Proof of Loss and receive insurance payment in the amount of \$120,978.88.

17. ENGINEERING TASK ORDERS FOR THE MUNICIPAL WASTE WATER TREATMENT PLANT USDA LOAN PROJECT

Recommendation - Motion to authorize Wallace Group to initiate Agreement Tasks 3 and 4 for an amount not to exceed \$487,200.

18. DISPERSAL OF CITY OBSOLETE, UNSAFE AND UNECONOMICAL TO REPAIR EQUIPMENT

Recommendation - Motion to approve disposing of listed equipment through online auction.

19. FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JANUARY 2014 TO MARCH 2014.

Recommendation - Motion to approve the 25% allocation of the Transient Occupancy Tax to the Taft Chamber of Commerce for the quarter of January 2014 through March 2014.

20. RATIFY THE EXECUTION OF THE REVISED LEXISNEXIS LAW LIBRARY AGREEMENTS

Recommendation - Motion to ratify the signing of the revised LexisNexis agreement by the Mayor.

21. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE MAYOR AND THE CITY MANAGER TO SIGN AND EXECUTE ANY DOCUMENTS REQUIRED UNDER THE FTA SECTION 5311 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

Recommendation - Motion to adopt resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION.**

CLOSED SESSION

- A. CONFERENCE WITH PROPERTY NEGOTIATOR, CITY MANAGER, Government Code 54956.8 – Parcel Number 032-110-30.
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Government Code Section 54956.9(b) – one (1) undisclosed case.

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, Alina Megerdom, 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 15, 2014, pursuant to 1987 Brown Act Requirements.

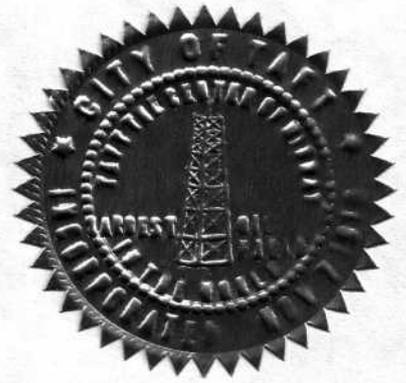
I declare under penalty of perjury that the foregoing is true and correct.
Executed May 15, 2014, at Taft, California.

Date/Time _____ Signature _____

City of

Taft

State of California



PROCLAMATION

declaring

MAY 18 – 24, 2013

“PUBLIC WORKS WEEK”

WHEREAS, the Public Works Department provides services to the City of Taft and are a vital and integral part of our citizens' everyday lives; and

WHEREAS, the support of the community is vital to the efficient operation of public works systems and programs such as building maintenance, streets, fleet maintenance, refuse collection, sewer line maintenance and construction, as well as wastewater treatment; and

WHEREAS, the health, safety and comfort of this community greatly depends on these services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency and effectiveness of the qualified and skilled staff contribute to the quality of life that residents and visitors enjoy and rely upon.

NOW, THEREFORE, BE IT PROCLAIMED by the City Council of the City of Taft, that we recognize and extend appreciation to our dedicated and skilled staff and hereby proclaim the week of May 18-24, 2013 as Public Works Week in the City of Taft.

AND, BE IT FURTHER PROCLAIMED that the City Council of the City of Taft requests that all citizens and civic organizations acquaint themselves with the issues involved in providing public works services to our community and to recognize the contributions which our public works employees make every day to the health, safety, comfort and quality of life that the citizens of Taft enjoy.

Dated this 6TH day of May, 2014.

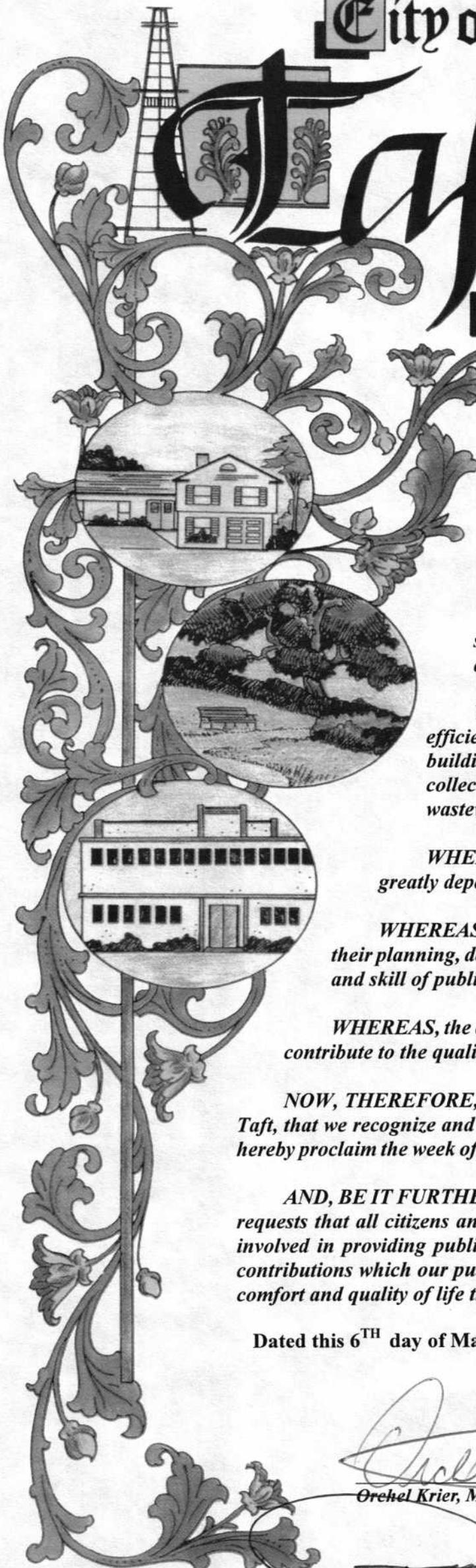
Paul Linder, Mayor

Orchel Krier, Mayor Pro Tem

Randy Miller, Council Member

Dave Noerr, Council Member

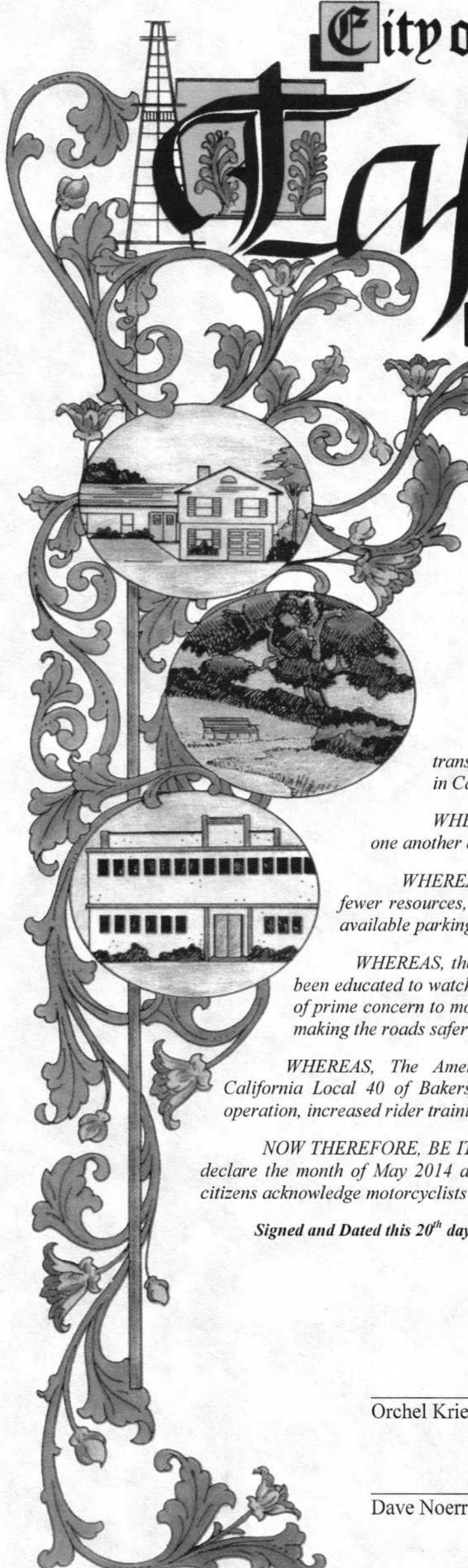
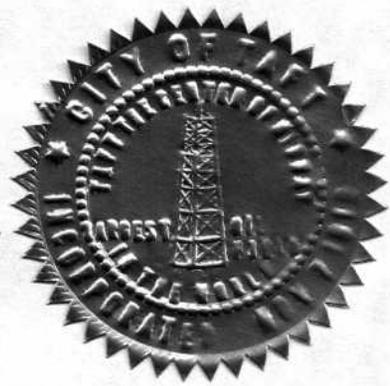
Ron Waldrop, Council Member



City of

Taft

State of California



PROCLAMATION

DECLARING

MAY 2014

MOTORCYCLE AWARENESS MONTH

WHEREAS, motorcycle riding is a popular form of efficient transportation and recreation for more than 1,000,000 motorcyclist in California; and

WHEREAS, it is important that the drivers of all vehicles be aware of one another and learn to share the road and practice courtesy; and

WHEREAS, motorcycles provide a means of transportation that uses fewer resources, causes less wear and tear on public roadways, and increases available parking areas; and

WHEREAS, the safety hazards created by automobile operators who have not been educated to watch for motorcyclists on the streets and highways of California are of prime concern to motorcyclists, and citizen awareness of sharing the road is vital to making the roads safer for motorcyclists; and

WHEREAS, The American Brotherhood Aimed Toward Education (ABATE) of California Local 40 of Bakersfield, is an organization that is actively promoting the safe operation, increased rider training, and increased motorist awareness of motorcycles.

NOW THEREFORE, BE IT RESOLVED, the City Council for the City of Taft, does hereby declare the month of May 2014 as Motorcycle Awareness Month in our City, and urge that all citizens acknowledge motorcyclists and promote motorcycle safety in our community.

Signed and Dated this 20th day of May, 2014

Paul Linder, Mayor

Orchel Krier, Mayor Pro Tem

Randy Miller, Council Member

Dave Noerr, Council Member

Ron Waldrop, Council Member

City of

Taft

State of California



PROCLAMATION

declaring

MAY 2014

"PETROLEUM INDUSTRY APPRECIATION MONTH"

WHEREAS, The City of Taft, having been born from the discovery, recovery and production of the natural resources on the Westside of Kern County and also was the beginning of many independent producers who became the large companies of today; and

WHEREAS, in Kern County and California, the petroleum industry provides resources for communities, pays taxes that provide dependable and strong support for civic services and generates labor income that represents the goals of many generations for improved education, health and living conditions; and

WHEREAS, Kern County produces 75 percent of California's oil and employs more than 48,000 men and women in the petroleum industry and those jobs make up over 12% of the county's workforce; and

WHEREAS, the petroleum industry is a major employer and leading economic driver in California and Kern County, responsible for more than 468,000 jobs and more than \$220 billion in direct economic activity throughout the State; and

WHEREAS, the oil industry provides significant contributions to California's state and local governments with more than \$21.6 billion in state and local tax revenues and \$14.7 billion in sales and excise tax; and

WHEREAS, oil companies invest locally in education, health, culture and economic development, often donating to charities, public service organizations and educational institutions, while considering the sustainability, health and safety of our environment.

NOW THEREFORE, BE IT PROCLAIMED, the City Council of the City of Taft, does hereby declare the month of May 2014, as Petroleum Industry Appreciation Month, and appreciates the petroleum industry for their continued commitment to drive California and Kern County's economic recovery and energy future by providing good jobs, reducing our dependence on foreign oil and helping to strengthen our community.

Dated this 20TH day of May, 2014.

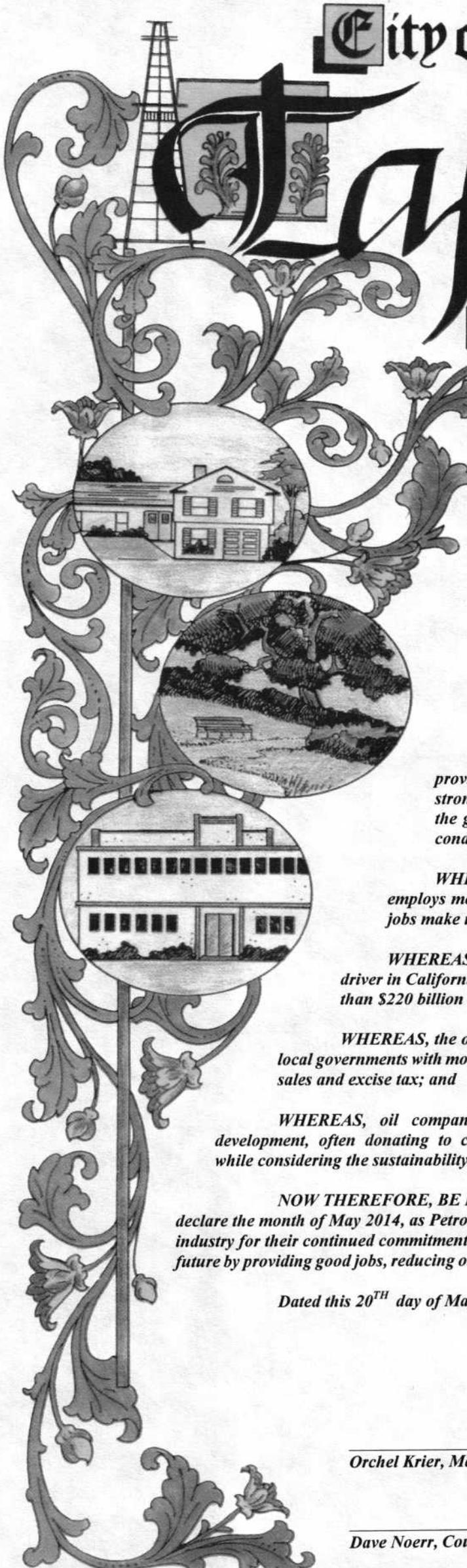
Paul Linder, Mayor

Orchel Krier, Mayor Pro Tem

Randy Miller, Council Member

Dave Noerr, Council Member

Ron Waldrop, Council Member





City of Taft Agenda Report

DATE: MAY 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

APPROVAL OF FINAL BUDGET FOR FISCAL YEAR 2012-2013 AND PROPOSED BUDGET FOR FISCAL YEAR 2013-2014

SUMMARY STATEMENT:

Attached hereto are the final operating and capital expenditure budgets for the Fiscal Year 2012-2013 and the proposed operating and capital expenditure budgets for the Fiscal Year 2013-2014. These budgets maintain the conservative fiscal policies of the City Council.

These budgets were reviewed by the Finance Committee were recommended to be presented to the Council for adoption.

The budgets with respect to certain grant funds, which are multi-year fixed agreed amounts for specific activities to be performed in accordance with contract agreements with state and federal agencies, are controlled by the guidelines, laws and regulations of the grant agreements; hence, they are not included in these budgets.

RECOMMENDED ACTION:

Motion to adopt resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ADOPTING THE CITY OF TAFT FINAL BUDGET FOR FISCAL YEAR 2012-2013 AND PROPOSED BUDGET FOR THE FISCAL YEAR 2013-2014.**

IMPACT ON BUDGET (Y/N): N/A

ATTACHMENT (Y/N): Yes, Budget Document (to be distributed at meeting)

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 ADOPTING
THE CITY OF TAFT FINAL BUDGET FOR FISCAL YEAR 2012-2013 AND
PROPOSED BUDGET FOR THE FISCAL YEAR 2013-2014**

WHEREAS, the City Manager has prepared and presented to the City Council of the City of Taft the final budget for fiscal year 2012-2013 and the proposed budget for fiscal year 2013-2014; and

WHEREAS, the City Council has studied these budgets at length; and

WHEREAS, all changes and necessary modifications have been made to said budgets.

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

That the final budget for fiscal year 2012-2013 and the proposed budget for fiscal year 2013-2014, with the exception of certain grant budgets, are hereby adopted and by reference made a part hereof. The City Clerk is hereby directed to keep a copy of these budgets in her office for public inspection and provide a copy of said budgets for filing with the Finance Director.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2014.

Paul Linder, Mayor

ATTEST:

Alina Megerdom
City Clerk

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

I, Alina Megerdom, 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 _____, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Alina Megerdom
City Clerk

**TAFT CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, APRIL 8, 2014**

The April 8, 2014, Special Meeting of the Taft City Council, held in the Council Chamber at Taft City Hall, 209 East Kern Street, Taft, CA 93268, was opened by Mayor Linder at 11:03 AM.

PRESENT: Mayor Paul Linder.
Council Members Randy Miller and Ron Waldrop.
City Manager Craig Jones;
City Clerk Alina Megerdom.

ABSENT: Mayor Pro Tem Orchel Krier and Council Member Dave Noerr.

1. **CITIZEN REQUESTS/PUBLIC COMMENTS** - There were none.

2. **MINUTES**
April 1, 2014

Recommendation - Approve as submitted.

Motion: Moved by Waldrop, seconded by Miller, to approve the minutes of April 1, 2014, Regular City Council Meeting.

AYES: Miller, Waldrop, Linder

APPROVED: 3/0

3. **APPROVAL OF DENTAL FACILITY/TRUCK AND EQUIPMENT**

Recommendation – Motion to approve the purchase of a Mobile Dental Unit, Truck, Transportation and Travel associated with inspection and relocation of the Unit to Taft and the purchase of necessary equipment for a total cost not to exceed \$160,000.

Mr. Jones stated that the \$160,000 includes the truck, trailer and dental tools. It will all be City owned.

Council Member Waldrop asked if it would help bring down the cost of transportation. Jones stated that not only will it eliminate the cost of transportation but it is an added security for not having inmates in the community during normal business hours.

Motion: Moved by Miller, seconded by Waldrop, to approve the purchase of a Mobile Dental Unit, Truck, Transportation and Travel associated with inspection and relocation of the Unit to Taft and the purchase of necessary equipment for a total cost not to exceed \$160,000.

AYES: Miller, Waldrop, Linder

APPROVED: 3/0

The Special Meeting was recessed to closed session at 11:08 AM.

CLOSED SESSION

A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code Section 54956.9 (a) – City of Taft vs. CDCR.**

➤ No reportable action.

ADJOURNMENT - With no further business to conduct, Mayor Linder adjourned the meeting at 11:30 AM.

TAFT CITY COUNCIL/SUCCESSOR AGENCY
MINUTES
MAY 6, 2014

REGULAR MEETING

6:00 P.M.

The May 6, 2014, 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 [6:03:54 PM](#). The Pledge of Allegiance was led by Council Member Ron Waldrop, followed by invocation given by Scott Pearson, First Baptist Church.

PRESENT: Mayor Paul Linder, Mayor Pro Tem Orchel Krier.
Council Members Ron Waldrop and Dave Noerr (Arrived at [6:32 PM](#)).
City Manager Craig Jones; City Attorney Jason Epperson;
City Clerk Alina Megerdom.

ABSENT: Council Member Randy Miller

1. PUBLIC HEARING ON COSTS AND PLACEMENT OF LIENS ON ABATED PROPERTY

The Public Hearing (PH) was opened at [6:05 PM](#) to receive testimony from proponents and opponents. Being none, the PH was closed.

Moved by Krier, seconded by Waldrop, to confirm Statement of Expense as submitted and approved 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 308 CHURCH ST., TAFT, CA, APN# 032-291-06 IN THE AMOUNT OF \$ 820.57;
(Resolution No. 3592-14)

B. RESOLUTION 122 E. KERN ST., TAFT, CA, APN #032-072-01 \$1,720.11;
(Resolution No. 3593-14)

RESOLUTION 329 PINE DRIVE, TAFT, CA, APN #031-310-06 \$ 820.11;
(Resolution No. 3594-14)

AYES: Krier, Linder, Waldrop

2. PUBLIC HEARING TO DISCUSS POSSIBLE PROJECTS FOR FUNDING UNDER THE 2014 ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AND TO SOLICIT CITIZEN INPUT ON THE POSSIBLE ACTIVITIES TO BE INCLUDED IN THE APPLICATION

The Public Hearing (PH) was opened at [6:09 PM](#) to receive testimony from proponents and opponents. Being none, the PH was closed.

For information only, no action by Council required.

3. PUBLIC HEARING - ZONING ORDINANCE AMENDMENT RELATING TO A VACANT BUILDING REGISTRATION ORDINANCE

The Public Hearing (PH) was opened at [6:10 PM](#) to receive testimony from proponents and opponents. Being none, the PH was closed.

Moved by Waldrop, seconded by Krier, to approve and amend the City of Taft Zoning Ordinance entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING CHAPTER 4.3 OF TITLE 3 OF THE TAFT CITY CODE AND CHAPTERS 4, 5, 6, 7, 8, AND 11 OF TITLE 6 OF THE CITY OF TAFT ZONING ORDINANCE RELATING TO A VACANT BUILDING REGISTRATION ORDINANCE for first reading by title only and reading of such be waived.**

YES: Krier, Linder, Waldrop

4. PUBLIC MEETING - CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) ANNUAL PROGRESS REPORTING (APR) FOR 2013

The Public Meeting (PM) was opened at [6:18 PM](#) to receive testimony from proponents and opponents. Being none, the PM was closed.

Action: Open and close public comments period and directed staff to file.

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

A lottery drawing was held to award four Safe and Sane Firework Stands and one alternate for July 4th fireworks celebrations. The results were as follows:

1. Revival Worship Center - UPC
2. Taft Sportsmen's Club and Junior Pheasant Club
3. Taft Lions Club
4. Taft Midway-Sunset Lions Club

Alternate – Taft Midway-Sunset Lions Foundation

6. CITIZEN REQUESTS/PUBLIC COMMENTS [6:26:03 PM](#)

John McGomery, 910 4th Street:

- Stated his concerned with the dumpster diving behind his property. The Condominium is located on 4th and Calvin. The tenants constantly have to clean a mess that is left behind by the dumpster diver and his dog. It's a very unsanitary situation and Mr. McGomery is asking Council Members could look into it. Mayor Linder stated that the Council will refer it to staff and suggested Mr. McGomery to call the Police if he witnesses it again.

Dr. Kathy Orrin, Taft Chamber of Commerce:

- Thanked the Community for their support on Friday, May 2nd for the Funding of the Fireworks event. They received over \$2,500 in donations from the citizens driving by.

- Thanked those sponsors who have come forward to support the 4th of July Fireworks Show.
 - Greater Taft Economic Development Authority met on Tuesday, May 6, 2014, at West Kern Water District. There were two handouts that were given to Council and were entered into record.
 1. Tour of Taft #1 Report
 2. Goals & Objectives: City of Taft Economic Development Strategy
 - Taft Chamber of Commerce Car Show will be May 31, 2014.
 - Dr. Orrin asked the City Clerk if she would place a 4th of July poster at City Hall.
- Council Member Noerr arrived at [6:32 PM](#).

7. COUNCIL STATEMENTS (NON ACTION)

Council Member Waldrop - None

Mayor Pro Tem Krier

- He stated that he was happy to learn that the right to pray prior the Council Meeting was passed by the Supreme Court.

Council Member Noerr

- Apologized for being late to the meeting.
- He was sorry to miss out on the fireworks drawing but he will find out where they are and will stop by each stand and buy a little from everyone.
- He is looking forward to the 4th of July Fireworks. It will be a marvelous event and encourages everyone to be a part of it and enjoy it.

Mayor Linder

- Stated that it is sad to see the only and last new car dealership is closing. It will be converted to a used car lot. If the citizens of Taft don't use the merchants in Taft and not shop in Taft, the stores will fade away.
- Thanked the City Staff for their fantastic job of converting an asphalt breezeway to a beautiful green spot at 5th Street Plaza.

8. PLANNING COMMISSION REPORT [6:42:42 PM](#)

Planning Commissioner Rene Hill reported on the April 16th meeting of the Taft Planning Commission.

- Zoning Ordinance Amendment 2014-02 was discussed and approved for Council consideration.
- Planning Director, Mark Staples in his report recognized May 2014 as Building Safety Month.
- The Commission discussed California Main Street Alliance Conference which was attended by Director Staples, Chairman Orrin and herself; Dr. Orrin and Commissioner Jones in the capacity of the Chamber also attended. New ideas and possible future solutions were discussed.

9. DEPARTMENT REPORTS 6:45:51 PM

Mark Staples, Planning and Community Development Director:

- Thanked the Council for allowing him to attend The American Planning Association National Conference in Atlanta, Georgia. The Conference was from April 26-30, 2014. Did a lot of networking and attended a lot of sessions. He will share the information he gained and the experiences he had there in his department report.
- He presented a short clip of a Visualization Project that the City of Taft worked on with Kern COG in 2011.

10. CITY MANAGER STATEMENTS 6:44:28 PM

- Thanked the Public Works Department for a job well done for 5th Street Plaza.
- Public Works Appreciation week is May 18-24. There will be a recognition Certificate for the Council to sign for the Public Works Staff.

11. CITY ATTORNEY STATEMENTS - None

12. FUTURE AGENDA REQUESTS

- Mayor Pro Tem Krier requested a proclamation for Motorcycle Awareness Month for May 2014. Mayor Linder explained that all information will need to be provided to staff by the organization in order for the proclamation to be prepared. Council Members Concurred. Item will be placed on the May 20th agenda.
- Mayor Linder requested a proclamation for Petroleum Industry Appreciation Month for May 2014. Council Members concurred. Item will be placed on the May 20th agenda.

CONSENT CALENDAR ITEMS 13 - 24

Moved by Noerr, seconded by Waldrop to approve Consent Calendar items 13-24.

AYES: Noerr, Waldrop, Krier, Linder

13. MINUTES

- March 18, 2014 Regular – Corrected – Waldrop abstained.
- April 8, 2014 Special – was removed from Consent Calendar due to lack of quorum. Council Members Noerr and Krier were absent at the April 8th meeting.
- April 15, 2014 Regular - Mayor Linder abstained.

Recommendation – Approve as submitted.

14. PAYMENT OF BILLS

Warrant#	4-11-2014	Check No. 77187-77279	\$390,464.69
Warrant#	4-25-2014	Check No. 77280-77358	\$174,629.93
Warrant#	4-25-2014	Check No. 77359-77371	\$ 63,017.76
Warrant#	4-29-2014	Check No. 77372	\$ 70,113.00

Recommendation – Approve payment of the bills.

15. TREASURER’S REPORT

Recommendation - Motion to receive and file Treasurer’s Report dated April 22, 2014 for the Month of March 2014.

16. PROCLAMATION MAY 2014 BUILDING SAFETY MONTH

17. AGREEMENT TO PROVIDE SERVICE TO THE TAFT POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE

Recommendation - Motion to approve the agreement and have the Police Chief sign the document.

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 2014 CHAMBER OF COMMERCE CAR SHOW**
(Resolution No. 3595-14)

19. WAIVING OF FEES TO THE TAFT DISTRICT CHAMBER OF COMMERCE FOR COSTS ASSOCIATED WITH THE 2014 CAR SHOW

Recommendation -Motion to approve waiving of fees to the Taft District Chamber of Commerce for 2014 car show fees in accordance with the M.O.U. dated December 18, 2013.

20. SOLIDS REMOVAL AT THE TAFT MUNICIPAL WASTEWATER TREATMENT PLANT

Recommendation - Motion to approve expenditures not to exceed \$80,416 out of WWTP Capital Reserves for solids removal at the Taft Municipal Waste Water Treatment Facility.

21. PURCHASE AUTOMATION EQUIPMENT/INSTALLATION FOR FEDERAL WASTEWATER TREATMENT PLANT

Recommendation - Motion to approve expenditure of \$57,645 for the purchase and installation of automation equipment at the Federal Waste Water Treatment Facility.

22. AGREEMENT WITH MOORE & ASSOCIATES TO DEVELOP A COMPREHENSIVE TITLE VI PLAN

Recommendation - Motion to approve the Mayor to execute the Professional Services Agreement with Moore & Associates to develop a comprehensive Title VI Plan.

23. 2014-2015 APPROPRIATIONS LIMIT

Recommendation - Motion to adopt resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ESTABLISHING APPROPRIATIONS LIMIT FOR 2014-2015.** (*Resolution No. 3596-14*)

24. NOTICE OF COMPLETION (TMCCF FACILITY MODIFICATIONS)

Recommendation - Motion to approve and file the Notice of Completion for (TMCCF Facility Modifications).

➤ Mayor Linder recessed the meeting to closed session at [6:58:16 PM](#).

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (a) – City of Taft vs. CDCR.

➤ No reportable action.

B. CONFERENCE WITH PROPERTY NEGOTIATOR, CITY MANAGER, Government Code 54956.8 – (410 Supply Row; undisclosed locations).

➤ No reportable action.

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(b) – one (1) undisclosed case.

➤ No reportable action.

ADJOURNMENT – With no further business to conduct, Mayor Linder adjourned the meeting at 8:15 PM.

Alina Megerdom, City Clerk

Paul Linder, Mayor

ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON _____

\$500.00 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$0.00
40 CDBG/ HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
50 CRIME PREVENTION	\$0.00
51 CCF FACILITY	\$0.00
53 CCF/INMATE WELFARE FUND	\$0.00
58 FEDERAL PRISON-WWTP	\$0.00
59 CENTRAL GARAGE	\$0.00
60 SEWER	\$0.00
61 REFUSE	\$0.00
62 TRANSIT	\$500.00
65 TCDA	\$0.00
67 TCDA / DEBT SRV FND	\$0.00
70 WWTP	\$0.00
78 TRUST & AGENCY	\$0.00

TOTAL

\$500.00

MAYOR

CITY CLERK


CHRISTINE BAMFORD
ACCOUNT CLERK I

WARRANT NO.

5/2/2014

DATE: 05/02/14

CHECK NUMBER 77373

CITY COUNCIL

8:54 am

Monday, 5 May, 2014

Page 1 of 1

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
77373	2014 12:00:00	PRINTED	12697	KIMBERLY HEIM	500.00
1 Checks					500.00
Cash Account Total:					500.00

8:55 am
Monday, 5 May, 2014

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
12697 - KIMBERLY HEIM		050214	INV	4 12:00:00AM	\$500.00	77373	DIRECT DEP RETNED 050214	62462 09500
					\$500.00			

ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON _____

\$397,336.48 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$40,144.13
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$73.21
40 CDBG/ HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$10.32
50 CRIME PREVENTION	\$0.00
51 CCF FACILITY	\$142,940.27
53 CCF/INMATE WELFARE FUND	\$0.00
54 INMATE TRUST ACCOUNT	\$427.98
58 FEDERAL PRISON-WWTP	\$180,149.38
59 CENTRAL GARAGE	\$497.98
60 SEWER	\$48.32
61 REFUSE	\$300.67
62 TRANSIT	\$7,313.80
65 TCDA	\$6.22
67 TCDA / DEBT SRV FND	\$102.79
70 WWTP	\$25,207.38
78 TRUST & AGENCY	\$114.03

TOTAL

\$397,336.48

MAYOR

CITY CLERK


CHRISTINE BAMFORD ACCOUNT CLERK I

WARRANT NO. _____

5/9/2014

DATE: 05/09/14

CHECK NUMBER 77374-77463

CITY COUNCIL

Wednesday, 7 May, 2014

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
77374	2014 12:00:00	PRINTED	12710	A SIGN FACTORY & GRAPHIC SHOP	250.00
77375	2014 12:00:00	PRINTED	349	A T CONFERENCE	9.19
77376	2014 12:00:00	PRINTED	40	A.P.I. PLUMBING	537.54
77377	2014 12:00:00	PRINTED	26	ABATE-A-WEED	390.46
77378	2014 12:00:00	PRINTED	32	ACQUISITION PARTNERS OF AMERICA, LL	3,525.78
77379	2014 12:00:00	PRINTED	113	ADT SECURITY SYSTEMS	204.24
77380	2014 12:00:00	PRINTED	141	AIR CONTROL SERVICES	5,104.00
77381	2014 12:00:00	PRINTED	185	AMERICAN EXPRESS	3,695.26
77382	2014 12:00:00	PRINTED	300	ARAMARK CORP.	66,823.65
77383	2014 12:00:00	PRINTED	313	ARTZ WEST SIDE CHEVRON	104.00
77384	2014 12:00:00	PRINTED	313	ARTZ WEST SIDE CHEVRON	176.00
77385	2014 12:00:00	PRINTED	370	AUSTINS PEST CONTROL	230.00
77386	2014 12:00:00	PRINTED	669	BOB BARKER COMPANY, INC.	5,669.67
77387	2014 12:00:00	PRINTED	713	BRC PAINTING INC.	19,500.00
77388	2014 12:00:00	PRINTED	715	BRIGHT HOUSE NETWORKS	634.87
77389	2014 12:00:00	PRINTED	745	BROUGH CONSTRUCTION	149,276.34
77390	2014 12:00:00	PRINTED	738	BROWN & REICH PETROLEUM INC.	6,775.92
77391	2014 12:00:00	PRINTED	853	CA BUILDING STANDARDS COMMISSION	62.00
77392	2014 12:00:00	PRINTED	1359	STATE OF CALIFORNIA	75.00
77393	2014 12:00:00	PRINTED	915	CARQUEST AUTO PARTS	305.65
77394	2014 12:00:00	PRINTED	1030	CITY OF TAFT-MCCF	427.98
77395	2014 12:00:00	PRINTED	1017	CLEAN SOURCE	1,391.46
77396	2014 12:00:00	PRINTED	1034	COAST TO COAST COMPUTER PRODUCT:	282.64
77397	2014 12:00:00	PRINTED	1046	COMMUNICATION ENTERPRISE	250.00
77398	2014 12:00:00	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	1,105.55
77399	2014 12:00:00	PRINTED	1114	COUNTRY AUTO & TRUCK TAFT	140.03
77400	2014 12:00:00	PRINTED	1134	CREATIVE BUS SALES	169.73
77401	2014 12:00:00	PRINTED	1431	DEPARTMENT OF MOTOR VEHICLES	10,200.00
77402	2014 12:00:00	PRINTED	1356	STATE OF CALIFORNIA	97.96
77403	2014 12:00:00	PRINTED	1367	DEPARTMENT OF TRANSPORTATION	970.09
77404	2014 12:00:00	PRINTED	12154	GARY DICKEY	10.00

Wednesday, 7 May, 2014

CITY OF TAFT, CA
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
77405	2014 12:00:00	PRINTED	1416	DIVISION OF THE STATE ARCHITECT	129.30
77406	2014 12:00:00	PRINTED	1493	DOWNNEY BRAND ATTORNEYS LLP	17.24
77407	2014 12:00:00	PRINTED	1647	ECOLAB	1,085.39
77408	2014 12:00:00	PRINTED	1845	FEDERAL EXPRESS CORP	19.36
77409	2014 12:00:00	PRINTED	1856	FERGUSON ENTERPRISES, INC.	623.02
77410	2014 12:00:00	PRINTED	1898	FIRST CHOICE SERVICE	419.75
77411	2014 12:00:00	PRINTED	2040	GENERAL OFFICE	491.08
77412	2014 12:00:00	PRINTED	2061	GOLDEN EMPIRE CONCRETE	613.84
77413	2014 12:00:00	PRINTED	12287	GOLLEHER, CAROLYN	61.16
77414	2014 12:00:00	PRINTED	2178	GRIFFITH, VINCENT	300.00
77415	2014 12:00:00	PRINTED	2191	JULIANA GUZMAN	7.83
77416	2014 12:00:00	PRINTED	2267	HELT ENGINEERING, INC.	2,645.00
77417	2014 12:00:00	PRINTED	2310	HERTZ EQUIPMENT RENTAL CORP	1,970.34
77418	2014 12:00:00	PRINTED	2623	JIM BURKE FORD	177.84
77419	2014 12:00:00	PRINTED	2914	KERN ELECTRIC DIST.	51.50
77420	2014 12:00:00	PRINTED	2927	KERN TURF SUPPLY INC.	208.34
77421	2014 12:00:00	PRINTED	2951	KITCHEN RESTAURANT SUPPLY	14,623.78
77422	2014 12:00:00	PRINTED	2946	KIWANIS CLUB OF TAFT	42.00
77423	2014 12:00:00	PRINTED	12711	MONICA LAULU	5.00
77424	2014 12:00:00	PRINTED	3125	LAW OFFICES OF MARTIN D. KOCCANOWI	100.00
77425	2014 12:00:00	PRINTED	12713	JESSICA LEVYA	33.90
77426	2014 12:00:00	PRINTED	3223	MADDEN COMMERCIAL APPLIANCE SERV	514.75
77427	2014 12:00:00	PRINTED	3235	MAINTENANCE USA	348.30
77428	2014 12:00:00	PRINTED	12138	MIKE MENDIVEL	306.80
77429	2014 12:00:00	PRINTED	3398	MISSION LINEN SUPPLY	422.08
77430	2014 12:00:00	PRINTED	3437	MOOREMEDICAL	122.28
77431	2014 12:00:00	PRINTED	12712	MOTEL 8	200.00
77432	2014 12:00:00	PRINTED	3544	MOTOR CITY BUICK|GMC	1,429.18
77433	2014 12:00:00	PRINTED	3647	NATIONAL BUSINESS FURNITURE	2,738.51
77434	2014 12:00:00	PRINTED	12688	NWN CORPORATION	834.98
77435	2014 12:00:00	PRINTED	3790	OFFICE DEPOT	855.69

CITY OF TAFT, CA
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
77436	2014 12:00:00	PRINTED	4164	P.C. MCKENZIE COMPANY	128.42
77437	2014 12:00:00	PRINTED	4125	PACIFIC GAS & ELECTRIC	18,447.39
77438	2014 12:00:00	PRINTED	4106	PMC	935.00
77439	2014 12:00:00	PRINTED	4462	PRO FORCE LAW ENFORCEMENT	735.95
77440	2014 12:00:00	PRINTED	4451	PUBLIC AGENCY COALITION	500.00
77441	2014 12:00:00	PRINTED	4535	QUEST DIAGNOSTICS-TARZANA	104.03
77442	2014 12:00:00	PRINTED	4913	S & S PRINTING	126.74
77443	2014 12:00:00	PRINTED	5011	SAN JOAQUIN VETERINARY HOSPITAL	1,470.00
77444	2014 12:00:00	PRINTED	4908	SC SITES SERVICES LLC	546.00
77445	2014 12:00:00	PRINTED	5143	SEVERN TRENT SERVICES	55,812.41
77446	2014 12:00:00	PRINTED	5147	JASON SIMPSON	8.05
77447	2014 12:00:00	PRINTED	5145	DANIEL SOLIZ	8.37
77448	2014 12:00:00	PRINTED	5142	SPARKLETT'S & SIERRA SPRINGS	63.15
77449	2014 12:00:00	PRINTED	5262	STOCKDALE VETERINARY HOSPITAL	350.00
77450	2014 12:00:00	PRINTED	5326	TAFT CHEVROLET BUICK PONTIAC	273.53
77451	2014 12:00:00	PRINTED	5470	TAFT PLUMBING CO, INC	623.22
77452	2014 12:00:00	PRINTED	5560	GEORGE G. ROSS	210.00
77453	2014 12:00:00	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	41.86
77454	2014 12:00:00	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	195.21
77455	2014 12:00:00	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	397.88
77456	2014 12:00:00	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	418.31
77457	2014 12:00:00	PRINTED	5765	UNION SUPPLY COMPANY	1,231.30
77458	2014 12:00:00	PRINTED	5770	UNISOURCE - NORTHERN CA	124.03
77459	2014 12:00:00	PRINTED	5782	UNITED IMAGING	351.48
77460	2014 12:00:00	PRINTED	5792	UNITY THRIFT & OUTREACH	1,505.00
77461	2014 12:00:00	PRINTED	6104	VERIZON CALIFORNIA	1,035.42
77462	2014 12:00:00	PRINTED	6105	VERIZON WIRELES	1,530.72
77463	2014 12:00:00	PRINTED	6350	WEST KERN WATER DISTRICT	369.76

90 Checks

Cash Account Total:

397,336.48

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
12710 -	A SIGN FACTORY & GRAPHIC SHOP	1823	INV	4 12:00:00AM	\$250.00	77374	PD-WRAP KCRP911 CAR	10421 09000
349 -	A T CONFERENCE	675248-0414	INV	4 12:00:00AM	\$9.19	77375	COF-CONFERENCE CALL 4/30/14	51451 02200
40 -	A.P.I PLUMBING	458016	INV	4 12:00:00AM	\$21.51	77376	ST-5TH STREET -90S/TEES/45S/CAPS/BSHNG	10433 06200
40 -	A.P.I PLUMBING	458015	INV	4 12:00:00AM	\$43.70	77376	ST-5TH STREET -PVC CAP/COLLARS/TEES/90S	10433 06200
40 -	A.P.I PLUMBING	458019	INV	4 12:00:00AM	\$59.01	77376	ST-5TH ST PVC 90S/NZZL/TEEL/S/PVC MIP	10433 06200
40 -	A.P.I PLUMBING	458018	INV	4 12:00:00AM	\$106.08	77376	ST-5TH STREET - VALVE BOX/PIPE/COLLARS/90	10433 06200
40 -	A.P.I PLUMBING	458006	INV	4 12:00:00AM	\$307.24	77376	ST-5TH STREET -PVC/COLLARS/90S/TEES/MPS	10433 06200
26 -	ABATE-A-WEED	597556	INV	4 12:00:00AM	\$122.78	77377	CVC-HARNESS ASSY/BLD MULCHNG	10416 06200
26 -	ABATE-A-WEED	597792	INV	4 12:00:00AM	\$267.68	77377	CVC-HAND HELD BLWR	10416 06200
32 -	ACQUISITION PARTNERS OF AMERICA, LLC	2236	INV	4 12:00:00AM	\$3,525.78	77378	PLG-05/14 MONTHLY RETAINER	10415 03000
113 -	ADT SECURITY SYSTEMS	507384305	INV	4 12:00:00AM	\$204.24	77379	CVC-QUARTERLY BILLING	10416 06730
141 -	AIR CONTROL SERVICES	38382	INV	4 12:00:00AM	\$786.00	77380	CVC-INSP/MANTNC ON AC	10416 05001
141 -	AIR CONTROL SERVICES	38145	INV	4 12:00:00AM	\$4,318.00	77380	CVC-RETRN FAN BRNGS/SHFT REPLCMNT	10416 05001
185 -	AMERICAN EXPRESS	211007-0414	INV	4 12:00:00AM	\$3,695.26	77381	CCF-LOCKERS/USB CORDS/XTRN STORAGE	51551 10019
300 -	ARAMARK CORP.	3838001993	INV	4 12:00:00AM	\$69.90	77382	PD-05/01/14 POLICE DEPT MEALS	10421 09000
300 -	ARAMARK CORP.	3838001986	INV	4 12:00:00AM	\$91.17	77382	PD-04/17/14 POLICE DEPT MEALS	10421 09000
300 -	ARAMARK CORP.	3838001988	INV	4 12:00:00AM	\$240.08	77382	PD-4/24/14 POLICE DEPT MEALS	10421 09000
300 -	ARAMARK CORP.	3838001982	INV	4 12:00:00AM	\$16,254.14	77382	MCFE-INMT MLS	51451 03020
300 -	ARAMARK CORP.	3838001984	INV	4 12:00:00AM	\$16,298.23	77382	MCFE-INMT MLS	51451 03020
300 -	ARAMARK CORP.	3838001994	INV	4 12:00:00AM	\$16,890.98	77382	MCFE-INMT MLS	51451 03020
300 -	ARAMARK CORP.	3838001987	INV	4 12:00:00AM	\$16,979.15	77382	MCFE-INMT MLS	51451 03020
313 -	ARTZ WEST SIDE CHEVRON	033014A	INV	4 12:00:00AM	\$104.00	77383	PD-40 CAR WASHES	10421 04200
313 -	ARTZ WEST SIDE CHEVRON	032914	INV	4 12:00:00AM	\$176.00	77384	PD-22 CAR WASHES	10421 04200

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

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
370 - AUSTINS PEST CONTROL		042114ANX	INV	4 12:00:00AM	\$13.33	77385	TRN.GAR.ST-4/21 PEST CONTROL SERVICE	10433 05000
370 - AUSTINS PEST CONTROL		042114ANX	INV	4 12:00:00AM	\$13.33	77385	TRN.GAR.ST-4/21 PEST CONTROL SERVICE	59459 05000
370 - AUSTINS PEST CONTROL		042114ANX	INV	4 12:00:00AM	\$13.34	77385	TRN.GAR.ST-4/21 PEST CONTROL SERVICE	62462 05000
370 - AUSTINS PEST CONTROL		042614CH	INV	4 12:00:00AM	\$30.00	77385	CH-04/26 PEST CONTROL SERVICE	10416 05000
370 - AUSTINS PEST CONTROL		042814PD	INV	4 12:00:00AM	\$30.00	77385	PD-4/28 PEST CONTROL SERVICE	10421 05000
370 - AUSTINS PEST CONTROL		041614AC	INV	4 12:00:00AM	\$40.00	77385	AC-4/16 PEST CONTROL SERVICE	10431 05000
370 - AUSTINS PEST CONTROL		042814	INV	4 12:00:00AM	\$90.00	77385	MCFE-BIWKLY SRVC	51451 05000
669 - BOB BARKER COMPANY, INC.		UT1000311332	INV	4 12:00:00AM	\$230.05	77386	MCFE-SOAP	51451 06900
669 - BOB BARKER COMPANY, INC.		UT1000311475	INV	4 12:00:00AM	\$185.76	77386	MCFE-LNDRY BGS	51451 06700
669 - BOB BARKER COMPANY, INC.		UT1000312221	INV	4 12:00:00AM	\$231.81	77386	MCFE-ISLTN/SUCD BED	51451 06730
669 - BOB BARKER COMPANY, INC.		UT1000312345	INV	4 12:00:00AM	\$247.25	77386	MCFE-MLTRY BLCG BLTS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000311810	INV	4 12:00:00AM	\$308.06	77386	MCFE-4XL NNVY TSHRTS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000312102	INV	4 12:00:00AM	\$596.73	77386	MCFE-LNDRY BG	51451 06700
669 - BOB BARKER COMPANY, INC.		UT1000307581	INV	4 12:00:00AM	\$3,870.01	77386	MCFE-PWDR FREE GLVS	51451 06730
713 - BRC PAINTING INC.		000671	INV	4 12:00:00AM	\$1,050.00	77387	CCF-6 SINGLE BEDS PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000674	INV	4 12:00:00AM	\$1,250.00	77387	CCF-4 LCKRS/2 SINGLE BEDS PREP/PRIME/PAIN	51551 10019
713 - BRC PAINTING INC.		000670	INV	4 12:00:00AM	\$1,575.00	77387	CCF-6 SINGLE BEDS PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000669	INV	4 12:00:00AM	\$1,950.00	77387	CCF-6 BUNKBEDS PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000668	INV	4 12:00:00AM	\$1,950.00	77387	CCF-6 BUNKBEDS/PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000672	INV	4 12:00:00AM	\$2,000.00	77387	CCF-5 SINGLE BEDS PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000673	INV	4 12:00:00AM	\$2,975.00	77387	CCF-17 SINGLE BEDS PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000676	INV	4 12:00:00AM	\$3,150.00	77387	CCF-4 LOCKERS PREP/PRIME/PAINT	51551 10019
713 - BRC PAINTING INC.		000679	INV	4 12:00:00AM	\$3,600.00	77387	CCF-16 LOCKERS PREP/PRIME/PAINT	51551 10019

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
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$0.96	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	58458 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$1.45	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	67467 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$1.93	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10432 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$2.88	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	70470 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$2.89	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	65465 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$3.85	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	60460 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$4.82	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10433 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$6.26	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	61461 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$6.26	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	62462 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$9.15	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10420 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$9.63	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10416 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$10.59	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10412 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$32.27	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10413 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$53.93	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10419 02200
715 - BRIGHT HOUSE NETWORKS		0407720-0514	INV	4 12:00:00AM	\$65.00	77388	CITYHALL- 5/1-5/3/14 INTERNET SERVICE	10415 02200
715 - BRIGHT HOUSE NETWORKS		0045166-0514	INV	4 12:00:00AM	\$68.36	77388	TRN,ST.GAR-5/14 INTERNET SERVICE	10433 02200
715 - BRIGHT HOUSE NETWORKS		0045166-0514	INV	4 12:00:00AM	\$68.37	77388	TRN,ST.GAR-5/14 INTERNET SERVICE	59459 02200
715 - BRIGHT HOUSE NETWORKS		0045166-0514	INV	4 12:00:00AM	\$68.37	77388	TRN,ST.GAR-5/14 INTERNET SERVICE	62462 02200
715 - BRIGHT HOUSE NETWORKS		0056246-0514	INV	4 12:00:00AM	\$94.14	77388	AC-05/14 INTERNET SERVICE	10421 09850
715 - BRIGHT HOUSE NETWORKS		0408586-0414	INV	4 12:00:00AM	\$123.76	77388	MCFF- 5/1/14-5/31/14 INTERNET SERVICE	51451 02200
745 - BROUGH CONSTRUCTION		140023	INV	4 12:00:00AM	\$149,276.34	77389	FEDWWTWP-WWTP DISINFECTION	58558 16015
738 - BROWN & REICH PETROLEUM INC.		10476	INV	4 12:00:00AM	\$72.34	77390	CVC,ST.GCF,TRN,REF-4/16-4/30/14 FUEL USAGE	59459 04250
738 - BROWN & REICH PETROLEUM INC.		10477	INV	4 12:00:00AM	\$75.77	77390	PLG-4/16-4/30/14 FUEL USAGE	10415 04250

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
738 - BROWN & REICH PETROLEUM INC.		10475	INV 4	12:00:00AM	\$77.74	77390	BLD-4/16-4/30/14 FUEL USAGE	10424 04250
738 - BROWN & REICH PETROLEUM INC.		10476	INV 4	12:00:00AM	\$99.44	77390	CVC.ST.CCF.TRN.REF-4/16-4/30/14 FUEL USAGE	61461 04250
738 - BROWN & REICH PETROLEUM INC.		10478	INV 4	12:00:00AM	\$201.82	77390	PD,AC-4/16-4/30/14 FUEL USAGE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		10476	INV 4	12:00:00AM	\$204.23	77390	CVC,ST.CCF.TRN.REF-4/16-4/30/14 FUEL USAGE	10416 04250
738 - BROWN & REICH PETROLEUM INC.		10476	INV 4	12:00:00AM	\$620.94	77390	CVC,ST.CCF.TRN.REF-4/16-4/30/14 FUEL USAGE	10433 04250
738 - BROWN & REICH PETROLEUM INC.		10478	INV 4	12:00:00AM	\$1,841.39	77390	PD,AC-4/16-4/30/14 FUEL USAGE	10421 04250
738 - BROWN & REICH PETROLEUM INC.		10476	INV 4	12:00:00AM	\$3,582.25	77390	CVC,ST.CCF.TRN.REF-4/16-4/30/14 FUEL USAGE	62462 04250
853 - CA BUILDING STANDARDS COMMISSION		033114	INV 4	12:00:00AM	\$62.00	77391	PERMIT FEES- 1/1-03/31/14	10377 00010
1359 - STATE OF CALIFORNIA		04/2014	INV 4	12:00:00AM	\$75.00	77392	EZ-G TEDA MONTHLY REPORT	10322 00002
915 - CARQUEST AUTO PARTS		7305-160829	INV 4	12:00:00AM	\$10.34	77393	T-21 GT280 PIGTAL OVAL	62462 04200
915 - CARQUEST AUTO PARTS		7305-160730	INV 4	12:00:00AM	\$54.74	77393	T-14 OIL/AIR FILTERS	62462 04200
915 - CARQUEST AUTO PARTS		7305-160415	INV 4	12:00:00AM	\$120.34	77393	M-31 LAMP ASSY	10433 04200
915 - CARQUEST AUTO PARTS		7305-160837	INV 4	12:00:00AM	\$539.04	77393	T-21 FUEL PUMP ASSY	62462 04200
915 - CARQUEST AUTO PARTS		7305-160832	INV 4	12:00:00AM	\$3.00	77393	T-15 LP JCASE HI-AMP 40A	62462 04200
915 - CARQUEST AUTO PARTS		7305-160781	INV 4	12:00:00AM	\$17.17	77393	MS-3 PLASTIC CLEANER/POLISH	61461 04200
915 - CARQUEST AUTO PARTS		7305-160780	INV 4	12:00:00AM	\$38.64	77393	GAR-TELE MIRROR/COUP PLUG/BODY	59459 06200
915 - CARQUEST AUTO PARTS		7305-160701	INV 4	12:00:00AM	\$78.75	77393	T-15 ANTIFREEZE	62462 04200
915 - CARQUEST AUTO PARTS		7305-160702	INV 4	12:00:00AM	\$103.01	77393	T-14 PRESTONE DEXCOOL	62462 04200
915 - CARQUEST AUTO PARTS		7305-160512	CRM 4	12:00:00AM	-\$120.34	77393	M-31 LAMP ASSY	10433 04200
915 - CARQUEST AUTO PARTS		7305-160838	CRM 4	12:00:00AM	-\$539.04	77393	T-21 FUEL PUMP ASSY	62462 04200
1030 - CITY OF TAFT-MCCF		040514	INV 4	12:00:00AM	\$427.98	77394	MCFE- INMT PAY	54000 00202
1017 - CLEAN SOURCE		5103595-01	INV 4	12:00:00AM	\$3.29	77395	PD-PORT-A-CART BLU/DISINF BTTL	10421 06400
1017 - CLEAN SOURCE		5103595-02	INV 4	12:00:00AM	\$168.77	77395	PD-PORT-A-CART BLU	10421 06400

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1017 - CLEAN SOURCE		5104997-00	INV	4 12:00:00AM	\$1,219.40	77395	MCFE-FNSH FLR/CVR SEAT/SPNG SCRIB	51451 06600
1034 - COAST TO COAST COMPUTER PRODUCTS		A1162077	INV	4 12:00:00AM	\$60.37	77396	PLG.ADM-FAXPHONE/DNK	10413 06000
1034 - COAST TO COAST COMPUTER PRODUCTS		A1162077	INV	4 12:00:00AM	\$65.35	77396	PLG.ADM-FAXPHONE/DNK	10415 06000
1034 - COAST TO COAST COMPUTER PRODUCTS		A1161817	INV	4 12:00:00AM	\$156.92	77396	ADM-TONERS	10413 06000
1046 - COMMUNICATION ENTERPRISE		10779999	INV	4 12:00:00AM	\$250.00	77397	PD-05/14 SITE RENTAL	10421 09850
1035 - COOPER'S TRUE VALUE HOME CENTER		310291	INV	4 12:00:00AM	\$3.00	77398	CVC-POLY MENDER	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		309581	INV	4 12:00:00AM	\$6.76	77398	ST-5TH ST PLAZA-STAR ALL PURPOSE 1LB	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		309482	INV	4 12:00:00AM	\$20.60	77398	ST-708 2ND-PLYWOOD	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		307186	INV	4 12:00:00AM	\$30.73	77398	GEN-NUTS/BOLTS/PADLOCK	10000 00221
1035 - COOPER'S TRUE VALUE HOME CENTER		309412	INV	4 12:00:00AM	\$40.84	77398	GAR-FLASHLIGHT	59459 08500
1035 - COOPER'S TRUE VALUE HOME CENTER		309438	INV	4 12:00:00AM	\$72.96	77398	MCFE-SUPPLS AC/CLR	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		309627	INV	4 12:00:00AM	\$76.48	77398	CVC-FLASHGRZ TTH SAW/PN LDG POLE TRTD	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		309864	INV	4 12:00:00AM	\$80.06	77398	ST-5TH ST PLAZA-PNCL/DGL FIR WOOD/FLUOR	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		309366	INV	4 12:00:00AM	\$342.94	77398	MCFE-NANTNG SUPPLS ACS/CLRS	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		309714	INV	4 12:00:00AM	\$431.18	77398	MCFE-BOLLER RPR	51451 04000
1114 - COUNTRY AUTO & TRUCK TAFT		550914	INV	4 12:00:00AM	\$5.20	77399	T-15 MX FUSES	62462 04200
1114 - COUNTRY AUTO & TRUCK TAFT		550769	INV	4 12:00:00AM	\$59.81	77399	T-15 BLW MTR RESISTOR CONN	62462 04200
1114 - COUNTRY AUTO & TRUCK TAFT		550874	INV	4 12:00:00AM	\$75.02	77399	T-15 DISC PAD	62462 04200
1134 - CREATIVE BUS SALES		5051643	INV	4 12:00:00AM	\$169.73	77400	T-21 CYL REPAIR KIT	62462 04200
1431 - DEPARTMENT OF MOTOR VEHICLES		050114	INV	4 12:00:00AM	\$10,200.00	77401	CCF-SALES TAX PUR DENTAL TRL/TRK	51551 10019
1356 - STATE OF CALIFORNIA		JAN-MAR-14	INV	4 12:00:00AM	\$97.96	77402	PLG-SMI QTR FEES	10377 00008
1367 - DEPARTMENT OF TRANSPORTATION		SL140713	INV	4 12:00:00AM	\$970.09	77403	ST-01/14-03/14 SIGNALS AND LIGHTS	10433 08000
12154 - GARY DICKEY		050114	INV	4 12:00:00AM	\$10.00	77404	REFUND CLATATION CHRG NOT VALID	78000 00229

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1416 - DIVISION OF THE STATE ARCHITECT		042914	INV	4 12:00:00AM	\$129.30	77405	01/01-03/31/14 DISABILITY ACCESS AND EDU	10321 00003
1493 - DOWNEY BRAND ATTORNEYS LLP		467031A	INV	4 12:00:00AM	\$17.24	77406	SWR-SRV THUR 2/28/14 DISBUR/REDSB COST	60660 10001
1647 - ECOLAB		4881733	INV	4 12:00:00AM	\$465.31	77407	MCFE-DISE CLNR	51451 06700
1647 - ECOLAB		4881732	INV	4 12:00:00AM	\$620.08	77407	MCFE-LT DETERG	51451 06700
1845 - FEDERAL EXPRESS CORP		2-634-17747	INV	4 12:00:00AM	\$19.36	77408	FIN-POSTAGE	10419 06500
1856 - FERGUSON ENTERPRISES, INC.		0986115	INV	4 12:00:00AM	\$623.02	77409	ST-5TH ST-SWR PIPE/LUB NSF NEW FORM	10433 06200
1898 - FIRST CHOICE SERVICE		861652	INV	4 12:00:00AM	\$21.82	77410	ADM.PLG.CVC.FIN-4/23 COFFEE SERVICE	10416 06000
1898 - FIRST CHOICE SERVICE		861652	INV	4 12:00:00AM	\$21.82	77410	ADM.PLG.CVC.FIN-4/23 COFFEE SERVICE	10419 06000
1898 - FIRST CHOICE SERVICE		861645	INV	4 12:00:00AM	\$27.60	77410	TRN,GAR,ST-4/23 COFFEE SERVICE	10453 06000
1898 - FIRST CHOICE SERVICE		861645	INV	4 12:00:00AM	\$27.60	77410	TRN,GAR,ST-4/23 COFFEE SERVICE	59459 06000
1898 - FIRST CHOICE SERVICE		861645	INV	4 12:00:00AM	\$27.61	77410	TRN,GAR,ST-4/23 COFFEE SERVICE	62462 06000
1898 - FIRST CHOICE SERVICE		861652	INV	4 12:00:00AM	\$43.62	77410	ADM.PLG.CVC.FIN-4/23 COFFEE SERVICE	10413 06000
1898 - FIRST CHOICE SERVICE		861652	INV	4 12:00:00AM	\$43.62	77410	ADM.PLG.CVC.FIN-4/23 COFFEE SERVICE	10415 06000
1898 - FIRST CHOICE SERVICE		861648	INV	4 12:00:00AM	\$206.06	77410	MCFE-4/23 COFFEE SERVICES	51451 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.05	77411	METER READING FOR LANIER 4/3-5/1/14	62462 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.10	77411	METER READING FOR LANIER 4/3-5/1/14	70470 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.11	77411	METER READING FOR LANIER 4/3-5/1/14	58458 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.11	77411	METER READING FOR LANIER 4/3-5/1/14	60460 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.11	77411	METER READING FOR LANIER 4/3-5/1/14	61461 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.22	77411	METER READING FOR LANIER 4/3-5/1/14	65465 06000
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$0.22	77411	METER READING FOR LANIER 4/3-5/1/14	67467 09500
2040 - GENERAL OFFICE		7533	INV	4 12:00:00AM	\$52.24	77411	METER READING FOR LANIER 4/3-5/1/14	10419 06000
2040 - GENERAL OFFICE		7498	INV	4 12:00:00AM	\$196.04	77411	MCFE-BLCK INK/MASTERS	51451 06000

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2040	GENERAL OFFICE	7504	INV	4 12:00:00AM	\$241.88	77411	ADM-MAINT CONTRACT 6/23/14-6/22/15	10413 04100
2061	GOLDEN EMPIRE CONCRETE	40745	INV	4 12:00:00AM	\$613.84	77412	ST-5TH ST PLAZA	10433 06200
12287	GOLLEHER, CAROLYN	042414	INV	4 12:00:00AM	\$61.16	77413	REIM FIREARM TRN	51451 02000
2178	GRIFITH, VINCENT	182	INV	4 12:00:00AM	\$300.00	77414	CC-4/15/14 COUNCL MTG FILMING	10411 03001
2191	JULIANA GUZMAN	042914	INV	4 12:00:00AM	\$7.83	77415	CCF- REIMB FIREARM TRN	51451 02000
2267	HELT ENGINEERING, INC.	14-144	INV	4 12:00:00AM	\$172.50	77416	ENG-2013 CMAQ- CALL FOR PROJECTS	10432 03000
2267	HELT ENGINEERING, INC.	14-143	INV	4 12:00:00AM	\$172.50	77416	ENG-RSTP-CALL FOR PROJECTS	10432 03000
2267	HELT ENGINEERING, INC.	14-146	INV	4 12:00:00AM	\$485.00	77416	ENG-GEN ENG	10432 03000
2267	HELT ENGINEERING, INC.	14-142	INV	4 12:00:00AM	\$845.00	77416	ST-CMAQ BUS SHELTERS	10733 00121
2267	HELT ENGINEERING, INC.	14-145	INV	4 12:00:00AM	\$970.00	77416	ST-R2T PHASE IV	10733 00017
2310	HERTZ EQUIPMENT RENTAL CORP	27390873-001	INV	4 12:00:00AM	\$440.37	77417	ST-LOADER (800A BL GOLD CT)	10433 06200
2310	HERTZ EQUIPMENT RENTAL CORP	27378252-001	INV	4 12:00:00AM	\$1,529.97	77417	ST-BACKHOE (800A BL GOLD CT)	10433 06200
2623	JIM BURKE FORD	1051065	INV	4 12:00:00AM	\$177.84	77418	P-28 WHEEL	10421 04200
2914	KERN ELECTRIC DIST.	526267	INV	4 12:00:00AM	\$51.50	77419	CVC-REDUCERS/HOLE PLUG	10416 03000
2927	KERN TURF SUPPLY INC.	324815	INV	4 12:00:00AM	\$208.34	77420	ST-CRCL ROTOR/SK SER ROTOR	10433 06200
2951	KITCHEN RESTAURANT SUPPLY	20207	INV	4 12:00:00AM	-\$591.38	77421	CCF-CONVENTIONAL STEAMER	51000 00205
2951	KITCHEN RESTAURANT SUPPLY	14362	INV	4 12:00:00AM	-\$107.10	77421	CCF-HOT FOOD SERV COUNTER	51000 00205
2951	KITCHEN RESTAURANT SUPPLY	14362	INV	4 12:00:00AM	\$1,535.10	77421	CCF-HOT FOOD SERV COUNTER	51551 10017
2951	KITCHEN RESTAURANT SUPPLY	13444	INV	4 12:00:00AM	\$5,125.78	77421	CCF-BSTR HTR/EQUIP STND/DSPSR	51551 10019
2951	KITCHEN RESTAURANT SUPPLY	20207	INV	4 12:00:00AM	\$8,661.38	77421	CCF-CONVENTIONAL STEAMER	51551 10019
2946	KIWANIS CLUB OF TAFT	15186	INV	4 12:00:00AM	\$42.00	77422	ADM-LUNCHES FOR APR 2014	10413 02100
12711	MONICA LAJLU	042814	INV	4 12:00:00AM	\$5.00	77423	REFUND OVRPMT PRK RESERV #104	10341 00009
3125	LAW OFFICES OF MARTIN D. KOZANOWICZ	451	INV	4 12:00:00AM	\$100.00	77424	PROFESSIONAL SERVICES ENDING 4/30/14	67467 03000

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12713 - JESSICA LEVVA		050514	INV	4 12:00:00AM	\$33.90	77425	REFUND AFLAC PREM	10000 00238
3223 - MADDEN COMMERCIAL APPLIANCE SERVICE		42-0423-02	INV	4 12:00:00AM	\$514.75	77426	MCCF-COOLER SRVC	51451 04000
3235 - MAINTENANCE USA		10550219	INV	4 12:00:00AM	\$34.35	77427	MCCF-SOAP DSH	51451 05000
3235 - MAINTENANCE USA		10549423	INV	4 12:00:00AM	\$313.95	77427	MCCF-DBL RB HK/SOAP DSH	51451 05000
12138 - MIKE MENDIVEL		042914	INV	4 12:00:00AM	\$306.80	77428	PER DIEM-SUPV TRN WESTEC, SHAFTER	51451 02000
3398 - MISSION LINEN SUPPLY		320265106	INV	4 12:00:00AM	\$57.60	77429	CVC-TOWELS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320265932	INV	4 12:00:00AM	\$57.60	77429	CVC-TOWELS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320265109A	INV	4 12:00:00AM	\$70.61	77429	CVC-TOWELS/MATS/DUST MOP	10416 06400
3398 - MISSION LINEN SUPPLY		320265935	INV	4 12:00:00AM	\$70.61	77429	CVC-TOWELS/MATS/DUST MOP	10416 06400
3398 - MISSION LINEN SUPPLY		320265107	INV	4 12:00:00AM	\$82.83	77429	CVC-TOWELS/MATS/DUST MOP	10416 06400
3398 - MISSION LINEN SUPPLY		320265933	INV	4 12:00:00AM	\$82.83	77429	CVC-TOWELS/MATS/DUST MOP	10416 06400
3437 - MOORMEDICAL		981679301	INV	4 12:00:00AM	\$122.28	77430	MCCF-ADLT MSK/SHLD VSR	51451 07260
12712 - MOTEL 8		094309	INV	4 12:00:00AM	\$200.00	77431	PD-REIMB DOOR/FRME #214	10421 09500
3544 - MOTOR CITY BUICK/GMC		686818	INV	4 12:00:00AM	\$47.00	77432	T-15 CONNECTOR	62462 04200
3544 - MOTOR CITY BUICK/GMC		686756	INV	4 12:00:00AM	\$76.66	77432	T-15 MODULE KIT	62462 04200
3544 - MOTOR CITY BUICK/GMC		686191	INV	4 12:00:00AM	\$146.64	77432	T-15 SUNSAHDE	62462 04200
3544 - MOTOR CITY BUICK/GMC		683422	INV	4 12:00:00AM	\$146.64	77432	T-15 SUNSHADE	62462 04200
3544 - MOTOR CITY BUICK/GMC		686999	INV	4 12:00:00AM	\$149.87	77432	T-15 CONTROL	62462 04200
3544 - MOTOR CITY BUICK/GMC		678840	INV	4 12:00:00AM	\$224.16	77432	T-23 HEADLAMP	62462 04200
3544 - MOTOR CITY BUICK/GMC		GCCS671794	INV	4 12:00:00AM	\$224.30	77432	T-14 DRIVE/EMIS DIAG	62462 04200
3544 - MOTOR CITY BUICK/GMC		678709	INV	4 12:00:00AM	\$413.91	77432	T-23 GRILLE	62462 04200
3647 - NATIONAL BUSINESS FURNITURE		MKA424428-TDQ	INV	4 12:00:00AM	\$149.63	77433	MCCF-KYBRD CNTR DRWR	51551 10019
3647 - NATIONAL BUSINESS FURNITURE		MKA423911-TDQ	INV	4 12:00:00AM	\$2,588.88	77433	MCCF-L DSK/65"TRN/LTRL FL	51551 10019

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12688	NWVN CORPORATION	IN217657	INV	4 12:00:00AM	\$834.98	77434	OCF-HP ELITEDESK/DISP/SCA CONT	51551 10019
3790	OFFICE DEPOT	710409213001	INV	4 12:00:00AM	\$7.58	77435	ADM.FIN.TRN.CCF-FILE CBNT/HORT ORGN/LAE	10413 06000
3790	OFFICE DEPOT	710280602001	INV	4 12:00:00AM	\$11.71	77435	PD-LIQ SOAP	10421 06200
3790	OFFICE DEPOT	710280601001	INV	4 12:00:00AM	\$19.94	77435	PD-3PK 4GB FLASHDRIVE	10421 06200
3790	OFFICE DEPOT	706590988001	INV	4 12:00:00AM	\$24.67	77435	MCFE-3PK FLUSH DRV USB	51451 06000
3790	OFFICE DEPOT	710409213001	INV	4 12:00:00AM	\$24.78	77435	ADM.FIN.TRN.CCF-FILE CBNT/HORT ORGN/LAE	62462 06000
3790	OFFICE DEPOT	710409213001	INV	4 12:00:00AM	\$29.98	77435	ADM.FIN.TRN.CCF-FILE CBNT/HORT ORGN/LAE	10419 06000
3790	OFFICE DEPOT	704548901001	INV	4 12:00:00AM	\$39.08	77435	MCFE-STMP/PLXGLS SGN	51451 06000
3790	OFFICE DEPOT	706590986001	INV	4 12:00:00AM	\$50.99	77435	MCFE-BLITN BRD	51451 06950
3790	OFFICE DEPOT	710280517001	INV	4 12:00:00AM	\$105.71	77435	PD-PAPER/TWLS/POST-IT TABS/TSSSE/CUTTRY	10421 06000
3790	OFFICE DEPOT	710409213001	INV	4 12:00:00AM	\$142.01	77435	ADM.FIN.TRN.CCF-FILE CBNT/HORT ORGN/LAE	51451 06000
3790	OFFICE DEPOT	710409264001	INV	4 12:00:00AM	\$194.85	77435	CCF-VERT FILE	51451 06000
3790	OFFICE DEPOT	706510897001	INV	4 12:00:00AM	\$204.39	77435	PD-TAPE/PENS/PAPER/ENVEL/TP/AJR FRESHNR	10421 06000
4164	P.C. MCKENZIE COMPANY	050932	INV	4 12:00:00AM	\$128.42	77436	MCCF- MAINT. DRM WTR HTRS	51451 04000
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$12.23	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	60460 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$25.74	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	10421 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$73.21	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	38438 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$188.44	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	59459 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$246.08	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	10433 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$298.91	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	62462 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$360.76	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	10431 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$372.79	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	10416 08100
4125	PACIFIC GAS & ELECTRIC	3980-0514	INV	4 12:00:00AM	\$542.56	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	10416 08101

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 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
4125 - PACIFIC GAS & ELECTRIC		3980-0514	INV	4 12:00:00AM	\$5,806.03	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	10433 08000
4125 - PACIFIC GAS & ELECTRIC		3980-0514	INV	4 12:00:00AM	\$10,520.64	77437	CITYHALL-3/20-04/14/14 GAS AND ELECTRIC	51451 08100
4106 - PMC		38733	INV	4 12:00:00AM	\$935.00	77438	CTY ATT-RESP SIERRA CLUB	10414 03029
4462 - PRO FORCE LAW ENFORCEMENT		203410	INV	4 12:00:00AM	\$735.95	77439	MCCF-35 MACE/HLDR BLK	51451 06730
4451 - PUBLIC AGENCY COALITION		5526	INV	4 12:00:00AM	\$229.17	77440	ADM-PERS PAC ANN MEMBERSHIP JUNE 2013-M	10000 00206
4451 - PUBLIC AGENCY COALITION		5526	INV	4 12:00:00AM	\$270.83	77440	ADM-PERS PAC ANN MEMBERSHIP JUNE 2013-M	10413 02100
4535 - QUEST DIAGNOSTICS-TARZANA		042314	INV	4 12:00:00AM	\$104.03	77441	FIN-REUND BUIS CLOSED	78000 00229
4913 - S & S PRINTING		068121	INV	4 12:00:00AM	\$126.74	77442	TRN-BUS TICKETS	62462 06200
5011 - SAN JOAQUIN VETERINARY HOSPITAL		333582	INV	4 12:00:00AM	\$140.00	77443	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5011 - SAN JOAQUIN VETERINARY HOSPITAL		333535	INV	4 12:00:00AM	\$210.00	77443	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5011 - SAN JOAQUIN VETERINARY HOSPITAL		333600	INV	4 12:00:00AM	\$210.00	77443	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5011 - SAN JOAQUIN VETERINARY HOSPITAL		333829	INV	4 12:00:00AM	\$280.00	77443	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5011 - SAN JOAQUIN VETERINARY HOSPITAL		333873	INV	4 12:00:00AM	\$280.00	77443	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5011 - SAN JOAQUIN VETERINARY HOSPITAL		333940	INV	4 12:00:00AM	\$350.00	77443	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
4908 - SC SITES SERVICES LLC		39838	INV	4 12:00:00AM	\$546.00	77444	TRN-REPEATER RENTAL- MAY-JUL Y 2014	62462 02200
5143 - SEVERN TRENT SERVICES		2072844	INV	4 12:00:00AM	\$24,956.70	77445	FEDWTP-04/14 BASE OPERATION CHARGES	70470 09999
5143 - SEVERN TRENT SERVICES		2072844	INV	4 12:00:00AM	\$30,855.71	77445	FEDWTP-04/14 BASE OPERATION CHARGES	58458 09999
5147 - JASON SIMPSON		042914	INV	4 12:00:00AM	\$8.05	77446	CCF-REIMB FIREARM TRN	51451 02000
5145 - DANIEL SOLIZ		042914	INV	4 12:00:00AM	\$8.37	77447	CCF-REIMB FIREARM TRN	51451 02000
5142 - SPARKLETTIS & SIERRA SPRINGS		042314	INV	4 12:00:00AM	\$23.13	77448	CVC-BOTTLED WATER/RENTAL	10416 05000
5142 - SPARKLETTIS & SIERRA SPRINGS		042314CCF	INV	4 12:00:00AM	\$40.02	77448	MCCF-BOTTLED WATER/RENTAL	51451 06000
5262 - STOCKDALE VETERINARY HOSPITAL		361799	INV	4 12:00:00AM	\$70.00	77449	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		361800	INV	4 12:00:00AM	\$70.00	77449	AC-PETSMART SPAY/NEUTER PRGM	10431 09002

5:18 pm
 Wednesday, 7 May, 2014

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
5262	STOCKDALE VETERINARY HOSPITAL	361802	INV	4 12:00:00AM	\$70.00	77449	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5262	STOCKDALE VETERINARY HOSPITAL	361803	INV	4 12:00:00AM	\$70.00	77449	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5262	STOCKDALE VETERINARY HOSPITAL	361804	INV	4 12:00:00AM	\$70.00	77449	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5326	TAFT CHEVROLET BUICK PONTIAC	686818	INV	4 12:00:00AM	\$47.00	77450	T-15 CONNECTOR	62462 04200
5326	TAFT CHEVROLET BUICK PONTIAC	686756	INV	4 12:00:00AM	\$76.66	77450	T-15 MODULE KIT	62462 04200
5326	TAFT CHEVROLET BUICK PONTIAC	686999	INV	4 12:00:00AM	\$149.87	77450	T-15 CONTROL	62462 04200
5470	TAFT PLUMBING CO, INC	DT6507	INV	4 12:00:00AM	\$269.48	77451	ST-STORM DRAPE GRATES X2	10433 06200
5470	TAFT PLUMBING CO, INC	DT6508	INV	4 12:00:00AM	\$353.74	77451	BLD-PVC DS PIPE	10424 06000
5560	GEORGE G. ROSS	158455	INV	4 12:00:00AM	\$210.00	77452	AC-PETSMART SPAY/NEUTER PRGM	10431 09002
5609	TELEPACIFIC COMMUNICATIONS	55721865-0	INV	4 12:00:00AM	\$41.86	77453	PD-05/14 LONG DISTANCE SERVICE	10421 02200
5609	TELEPACIFIC COMMUNICATIONS	55687999-0	INV	4 12:00:00AM	\$195.21	77454	TRN-05/14 LONG DISTANCE SERVICE	62462 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$1.12	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	67467 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$1.21	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	58458 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$2.34	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	65463 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$2.36	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	70470 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$2.44	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10412 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$2.44	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10433 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$2.47	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10433 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$3.27	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10424 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$3.28	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	61461 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$4.17	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	60460 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$10.32	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	62462 02200
5609	TELEPACIFIC COMMUNICATIONS	55675538-0	INV	4 12:00:00AM	\$10.32	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	48448 02200

5:18 pm
 Wednesday, 7 May, 2014

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
5609 - TELEPACIFIC COMMUNICATIONS		55675538-0	INV	4 12:00:00AM	\$15.01	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10415 02200
5609 - TELEPACIFIC COMMUNICATIONS		55675538-0	INV	4 12:00:00AM	\$19.63	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10413 02200
5609 - TELEPACIFIC COMMUNICATIONS		55675538-0	INV	4 12:00:00AM	\$19.83	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10420 02200
5609 - TELEPACIFIC COMMUNICATIONS		55675538-0	INV	4 12:00:00AM	\$30.25	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	10419 02200
5609 - TELEPACIFIC COMMUNICATIONS		55675538-0	INV	4 12:00:00AM	\$276.53	77455	CITY HALL- 5/14 LONG DISTANCE SERVICE	51451 02200
5609 - TELEPACIFIC COMMUNICATIONS		55679697-0	INV	4 12:00:00AM	\$418.31	77456	PD-5/14 DISASTER SERVICES	10421 02200
5765 - UNION SUPPLY COMPANY		INV2408583	INV	4 12:00:00AM	\$1,231.30	77457	MCCF-SCKS/SHRTS/SW SHRTS/SHRTS/THRMLS	51451 08000
5770 - UNISOURCE - NORTHERN CA		619-36215111	INV	4 12:00:00AM	\$124.03	77458	CVC-CAN LINERS	10416 06400
5782 - UNITED IMAGING		917907	INV	4 12:00:00AM	\$113.11	77459	FIN.ADM-TONERS	10413 06000
5782 - UNITED IMAGING		917907	INV	4 12:00:00AM	\$238.37	77459	FIN.ADM-TONERS	10419 06000
5792 - UNITY THRFT & OUTREACH		042414	INV	4 12:00:00AM	\$1,505.00	77460	AC-PMNT TRANSP OF ANIMALS TO SURG	10431 09002
6104 - VERIZON CALIFORNIA		MAY-2014	INV	4 12:00:00AM	\$48.08	77461	CITY HALL-04/25-05/24/14 PHONE USAGE	10415 02200
6104 - VERIZON CALIFORNIA		MAY-2014	INV	4 12:00:00AM	\$48.08	77461	CITY HALL-04/25-05/24/14 PHONE USAGE	10433 02200
6104 - VERIZON CALIFORNIA		MAY-2014	INV	4 12:00:00AM	\$70.10	77461	CITY HALL-04/25-05/24/14 PHONE USAGE	10419 02200
6104 - VERIZON CALIFORNIA		MAY-2014	INV	4 12:00:00AM	\$103.41	77461	CITY HALL-04/25-05/24/14 PHONE USAGE	10413 02200
6104 - VERIZON CALIFORNIA		MAY-2014	INV	4 12:00:00AM	\$189.02	77461	CITY HALL-04/25-05/24/14 PHONE USAGE	10421 02200
6104 - VERIZON CALIFORNIA		MAY-2014	INV	4 12:00:00AM	\$576.73	77461	CITY HALL-04/25-05/24/14 PHONE USAGE	51451 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$1.90	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	65465 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$2.66	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10420 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$5.21	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10419 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$6.84	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10413 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$9.01	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10432 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$11.60	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	70470 02200

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
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$11.61	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	60460 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$15.05	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	58458 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$38.42	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	61461 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$48.42	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	59459 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$76.84	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10416 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$78.77	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10425 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$111.05	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10424 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$139.92	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	51451 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$157.80	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	62462 02200
6105 - VERIZON WIRELES		9723600378	INV	4 12:00:00AM	\$342.71	77462	CITYHALL-03/17-04/16/14 WIRELESS SERVICE	10433 02200
6105 - VERIZON WIRELES		9723583048	INV	4 12:00:00AM	\$472.91	77462	PD-03/16-04/15/14 WIRELESS SERVICE	10421 02200
6350 - WEST KERN WATER DISTRICT		7110200-0414	INV	4 12:00:00AM	\$136.00	77463	ST-INDUSTRIAL WATER USAGE	61461 08850
6350 - WEST KERN WATER DISTRICT		5603050-0414	INV	4 12:00:00AM	\$233.76	77463	CORP YARD-3/14-4/14/14 WATER USAGE	70470 08100

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
					\$397,336.48			

ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON _____

\$103.90 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$0.00
40 CDBG/HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$0.00
50 CRIME PREVENTION	\$0.00
51 CCF FACILITY	\$103.90
53 CCF/INMATE WELFARE FUND	\$0.00
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$0.00
59 CENTRAL GARAGE	\$0.00
60 SEWER	\$0.00
61 REFUSE	\$0.00
62 TRANSIT	\$0.00
65 TCDA	\$0.00
67 TCDA/ DEBT SRV FND	\$0.00
70 WWTP	\$0.00
78 TRUST & AGENCY	\$0.00

TOTAL

\$103.90

MAYOR

CITY CLERK

ACCOUNT CLERK I

CHRISTINE BAMFORD

WARRANT NO.

5/13/2014

DATE: 05/13/14

CHECK NUMBER 77464

CITY COUNCIL

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
77464	/2014 12:00:0	PRINTED	185	AMERICAN EXPRESS	103.90
1 Checks					103.90
Cash Account Total:					103.90

5:05 pm
Tuesday, 13 May, 2014

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
185 - AMERICAN EXPRESS		211007-0414A	INV	4 12:00:00AM	\$103.90	77464	CCF-USB CABLE/OKDATA PERSONAL/CREDIT	51551 10019

\$103.90

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING
CHAPTER 4.3 OF TITLE 3 OF THE TAFT CITY CODE AND CHAPTERS 4, 5, 6, 7, 8,
AND 11 OF TITLE 6 OF THE CITY OF TAFT ZONING ORDINANCE RELATING TO
PERMITS AND APPROVALS**

WHEREAS, California Government Code Section 65800 provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities, and

WHEREAS, the City of Taft is responsible for continually reviewing and updating the adopted City Code and Zoning Ordinance to address changing conditions within the City, and

WHEREAS, the Planning Commission reviewed and commented on a draft amendment of Chapter 4.3 (Public Nuisances; Vacant Dwellings or Buildings) of Title III of the City Code and zoning ordinance amendment of Chapters 4, 5, 6, 7, 8, and 11 (Permits and Approvals) of Title VI of the Zoning Ordinance; and

WHEREAS, the Planning Commission studied and considered the written findings for approval of Zoning Ordinance Amendment No. 2014-02, City Staff's written and oral reports, and all public testimony at its regular meeting on April 16, 2014, and

WHEREAS, the Planning Commission voted 5-0 to recommend approval of the proposed amendment to the City Council; and

WHEREAS, the laws and regulations relating to the preparation and adoption of environmental documents, as set forth in the State Guidelines Implementing the California Environmental Quality Act have been adhered to; and

WHEREAS, the City Council has fully considered this request and the potential environmental effects.

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

SECTION 1

Title 3 of the Taft City Code is hereby amended to read as follows:

See attached Chapter 4.3, Public Nuisances; Vacant Dwellings or Buildings

Title 6 of the Taft Zoning Ordinance is hereby amended to read as follows:

See attached Chapter 4, Residential Zone Districts
See attached Chapter 5, Commercial Zone Districts
See attached Chapter 6, Industrial Zone District
See attached Chapter 7, Agricultural Zone District
See attached Chapter 8, Natural Resource Zone District
See attached Chapter 11, General Development Standards

SECTION 2

This ordinance shall take effect thirty (30) days after the date of its adoption, and within fifteen (15) days after its adoption shall be published at least once in the Daily Midway Driller, a newspaper of general circulation, published and circulated in the City of Taft together with the names of members of the City Council voting for and against same.

ATTACHMENTS:

- City Code Amendment to Chapter 4.3, Public Nuisances; Vacant Dwellings or Buildings
- Zoning Ordinance Amendment to Chapter 4, Residential Zone Districts
- Zoning Ordinance Amendment to Chapter 5, Commercial Zone Districts
- Zoning Ordinance Amendment to Chapter 6, Industrial Zone District
- Zoning Ordinance Amendment to Chapter 7, Agricultural Zone District
- Zoning Ordinance Amendment to Chapter 8, Natural Resource Zone District
- Zoning Ordinance Amendment to Chapter 11, General Development Standards

PASSED AND ADOPTED on this _____ day of _____, 2014.

Paul Linder, Mayor

Attest:

Alina Megerdom
City Clerk

Approved as to form:

Jason Epperson, City Attorney

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

I, Alina Megerdom, City Clerk of the City of Taft, do hereby certify that the foregoing Ordinance had its first reading on _____ and had it second reading on _____ and was passed by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCIL MEMBERS:

Alina Megerdom, City Clerk



City of Taft Agenda Report

DATE: MAY 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

PETROLEUM INDUSTRY APPRECIATION RALLY

SUMMARY STATEMENT:

The Taft District Chamber of Commerce, The City of Taft, the Independent Oil Producer's Agency (IOPA) and supporters on the Westside have partnered together for an educational event focused on the petroleum industry.

Council previously approved participation in the event, however there may be some costs incurred related to planning and participation in the event. Expenses incurred may include rentals, DVD for movie screening and public screening license, refreshments, etc. Staff is requesting approval to incur costs in an amount not to exceed \$1,000.

RECOMMENDED ACTION:

Motion to authorize expenditure in an amount not to exceed \$1,000 for costs related to the Petroleum Industry Appreciation Rally to be held on May 29, 2014.

SOURCE OF FUNDING: General Fund

ATTACHMENT (Y/N): Yes; Chamber Press Release

PREPARED BY: Office of the City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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PRESS RELEASE

Contact: Shannon Jones
Phone: 661-765-2165

FOR IMMEDIATE RELEASE

Taft, CA to hold Petroleum Industry Appreciation Rally Thursday, May 29, 2014

You're invited to attend a Petroleum Industry Appreciation Rally on Thursday, May 29, 2014. The Taft District Chamber of Commerce, City of Taft, Independent Oil Producer's Agency (IOPA), and supporters on the Westside have partnered together for an educational event focused on the petroleum industry. Topics will include oil safety and regulations, fracking, and taxation including the proposed severance tax and its impact to our local economy.

Our public outreach and education event takes place on Thursday, May 29, 2014, and includes a special free screening of the movie "FrackNation" at the Taft Fox Theater at 2 p.m. and 7 p.m., with a "meet and greet" with industry leaders, being held at 5 p.m. at the Historic Fort, 915 N. 10th Street, Taft, CA.

Everyone is invited to attend. Special guest speakers will include oil industry experts, and legislative representatives from the federal, state, and local levels. This educational event will show our appreciation to the petroleum industry and will focus on and address the ripple effect of regulations including higher costs, potential loss of jobs, and our overall concern on the impact to our local and national economy.

Representatives from the major and independent oil companies, contractors, and businesses and organizations in the oil industry are encouraged to set up a booth with information about their companies and what they are doing to continue the fight for existence. If you or your company would like to set up a booth at the event, please contact Shannon Jones at 661-765-2165.

Taft, California is located 30 miles West of Bakersfield, in Kern County and relies on the petroleum industry for jobs, revenue, and livelihood of the residents. For over 100

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

years, Taft has been a major contributor to the oil and natural gas production arising from the Midway-Sunset fields and is the economic lifeline of the town. As stricter regulations are proposed on fracking and taxation, many businesses and contractors are in danger of going out of business. We encourage you to come learn about the Petroleum Industry on the Westside on Thursday, May 29, 2014.

For more information about attending or participating, please contact the Taft District Chamber of Commerce at 661-765-2165 or taftchamber@gmail.com.



City of Taft Agenda Report

DATE: May 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

INSURANCE CLAIM FOR LOSS DUE TO SEWER LINE COLLAPSE

SUMMARY STATEMENT:

On March 12, 2013 a section of sewer pipe collapsed resulting in discharge of sewage requiring cleanup/remediation efforts and replacement of the failed section of pipe. The costs incurred for remediation and pipe replacement were \$145,978.88. The City has received notification of authority to adjust the claim for the amount of costs incurred less the \$25,000 deductible for physical damage.

RECOMMENDED ACTION:

Motion to authorize the City Manager to sign the Proof of Loss and receive insurance payment in the amount of \$120,978.88

IMPACT ON BUDGET (Y/N):

Insurance proceeds of \$120,978.88.

ATTACHMENT (Y/N): Proof of Loss; Statement of Value and Loss

PREPARED BY: Lonn Boyer, Director of Human Resources/Assistant City Manager

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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180 Montgomery Street, Suite 2100
San Francisco, CA 94104-4231 USA

Tel +1 415 392 6034 www.mclarens.com
Fax +1 415 392 0213

License #2607078

Diane Gordon
Executive General Adjuster
Direct Dial +1 415 228 6425
Email: diane.gordon@mclarens.com



May 12, 2014

Via Email: lboyer@cityoftaft.org

Mr. Lon Boyer
Director of Human Resources
City of Taft
209 E. Kern Street
Taft, CA 93268

RE:	Assured:	CSJVRMA/City of Taft
	Date of Loss:	March 12, 2013
	Location of Loss:	Taft, CA
	Our File Number:	002.029970.00.G

Dear Mr. Boyer:

I am pleased to advise that I received authority from the insurance carrier to proceed with the adjustment of the claim. Enclosed you will find a Statement of Value and Loss outlining the City's claim as I understand it. Also attached is a Proof of Loss that I will need signed, notarized and returned. Once we are in receipt of the properly executed document we will be in a position to request payment.

Very truly yours,

A handwritten signature in black ink, appearing to read "Diane T. Gordon".

Diane T. Gordon, CPCU
AIC, SCLA, ARM
Executive General Adjuster

DTG/ac
Enclosures

cc: CSJVRMA c/o Bickmore
Alliant Insurance Services – Via Email
Bob Frey
Kevin Bibler
Teri Scholle

STATEMENT OF VALUE AND LOSS

CSJVRMA/City of Taft

Taft, CA

Sewer line collapse - March 12, 2013

Coverage:

Manuscript form providing all risk coverage for real and personal property including infrastructure. A \$25,000 deductible applies to each loss.

Recapitulation of Verified Detail

	<u>Value</u>	<u>Loss</u>
Values at risk	Not Found	
Loss as determined:		
W M Lyles	<u>\$ 145,978.88</u>	\$ 145,978.88
		<hr/>
Value and Loss	Not Found	\$ 145,978.88
Less Deductible		<u>\$ (25,000.00)</u>
Net Claim		<u>\$ 120,978.88</u>

Amount of Policy
\$1,153,888

SWORN STATEMENT
in

Policy Number 011660421

Agency Name Alliant Insurance Services

PROOF OF LOSS

Issued July 1, 2012 Expires July 1, 2013

To Lexington Insurance Company
of Boston, MA

By the above indicated policy of insurance your insured CSJVRMA including its member, City of Taft

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss occurred about the hour of 12 o'clock M., on the 12th day of March 20 13 .
The cause and origin of said loss were: Sewer pipe collapse

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: N/A

3. Title and Interest: When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. Changes: Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.) NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$1,153,888

6. The Cash Value of said property at the time of loss was \$ Not Determined

7. The Whole Loss and Damage was \$ 145,978.88

8. The Amount Claimed under the above numbered policy \$ 120,978.88
(Amount claimed is net applicable deductible of \$25,000.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:
Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of _____ (Insured Signature)

County of _____ Insured

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be the person(s) who appear before me.

(signature of Notary)



City of Taft Agenda Report

DATE: May 20, 2014
TO: Honorable Mayor and Council Members
FROM: Public Works

AGENDA ITEM:

**ENGINEERING TASK ORDERS FOR THE MUNICIPAL WASTE WATER TREATMENT PLANT
USDA LOAN PROJECT**

SUMMARY STATEMENT:

In November 2010, Staff advertised a Request for Qualifications for interested engineering firms to make proposals to the City of Taft to complete a large scale maintenance project at the Taft Municipal Waste Water Plant. The project scope included replacement of equipment currently used to treat Taft's wastewater stream and was estimated at \$3 million.

In December 2010, three responsive engineering firms submitted proposals of qualification that were rated. Following scope modifications, interviews were conducted in May 2011, Wallace Group was the top ranked engineering firm, and Staff was given direction to begin negotiations with Wallace Group. A final proposal that included Tasks (1) financing assistance, (2) pre-engineering report, (3) final design and award, and (4) construction services, in the amount of \$528,700 was negotiated in Fall 2011.

On October 4, 2011, Staff presented the proposal to the City Council with the recommendation that the City enter into an agreement with Wallace Group to complete Tasks 1 and 2 for a total cost of \$41,500 to be funded out of the Municipal Waste Water Treatment Plant Fund, with the understanding that authorization for the remaining Tasks would return to Council once financing for the project was secured.

In late 2011/early 2012 several potential financing programs were explored and the most cost effective program identified was a loan through the United States Department of Agriculture (USDA) Rural Utilities Services (RUS) Department.

During the USDA formal application process additional documentation/approvals were required for items such as reuse, as well as considerable coordination with the Kern Sanitation Authority. Due to these unforeseen circumstances, Staff presented two change orders to Tasks 1 and 2 to the City Council, one for \$15,000 on January 15, 2013, and one for \$35,000 on March 19, 2013. The result of these efforts is a 40-year loan that was secured in April 2014 in the amount of \$3,619,000 at a 2.5% interest rate. The loan covers all phases of the project, including administration, legal, engineering and construction, including expenditures that have been incurred to date.

Now that funding has been secured, Staff is recommending to the City Council that Tasks 3 and 4 be initiated with Wallace Group. The following is a breakdown of the Wallace Group contract, including subconsultants:

Council Agenda Report

May 20, 2014

Page 2 of 2

Task 1 – Financing assistance	\$ 24,000	Completed
Task 2 – Pre-engineering report	17,500	Completed
CA #1 – Additional financing assistance	15,000	Completed
CA #2 – Financing, recycled water report	35,000	Completed
Task 3 – Final design and award	282,200	Recommendation to move forward
Task 4 – Construction services	<u>205,000</u>	Recommendation to move forward
Total	\$ 578,700	

RECOMMENDATION:

Motion to authorize Wallace Group to initiate Agreement Tasks 3 and 4 for an amount not to exceed \$487,200.

IMPACT ON BUDGET (Y/N): YES (\$487,200 USDA Funding)

ATTACHMENT (Y/N): YES (Scope of work and cost detail)

PREPARED BY: Craig Jones

REVIEWED BY:

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

September 29, 2011

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

Subject: Updated Proposal for Municipal Wastewater Treatment Plant Improvement Project,
Taft, California

Dear Mr. Jones:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

SCOPE OF SERVICES

Based upon meetings with City and County Staff we have revised our approach on the project. To determine the most financially prudent method of funding the project, the first step will be to evaluate funding sources and methods. Once funding sources have been defined the next step will be preliminary engineering culminating in a pre-engineering report. Once the report is approved, the detailed design, bidding, and construction of the project will be completed. It is our understanding that the City is the lead agency on the project.

We have estimated an overall project design duration of 6 months which is subject to change based upon funding and regulatory requirements. During this time we will provide day-to-day coordination of project activities, including scheduling and budget controls, coordination with the City, sub-consultant coordination, monthly status reports and updates, project management plan and other project related management activities.

During the course of the project we will attend and prepare agendas and meeting minutes for project meetings. This includes preparing responses to comments received from the City, regulatory agencies and bidders. We have assumed for budgeting purposes eight (8), four-hour project meetings at City Hall plus travel time. These meetings include, meeting with the City and Water Board, City/design team kickoff meeting, meeting with the City following submission of the pre-engineering report, 50% and 90% design completion milestone meetings, prebid and bid opening meetings as well as one additional meeting.

Task 1: Project Funding

It is the City's intent to have a Letter of Financing from a funding agency prior to the starting on the design of the project. In order to obtain this, Wallace Group will evaluate different funding options for the project. This will include determining if SFR, iBank or USDA or a combination of several sources would result in the best funding approach for the project. The following items will be completed as part of this effort:

- a) Setup an initial project meeting with the Regional Water Board, the City and the County to confirm that this project will not trigger a new discharge permit and also determine if there are any conditions that the Regional Water Board would place on this project that could affect the scope and resulting project cost. It is anticipated this work would consist of preparing an initial project description with exhibits as well as the actual meeting with the Regional Water Board. Based upon this feedback the project would be modified if needed.
- b) Contact SRF, iBank and USDA to determine the preferred approach to fund this project as well as determine the requirements for the processing of the application(s).
- c) Prepare a memo to the City outlining the various funding agencies and a recommended funding approach for the City's approval.



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CIVIL ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
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PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

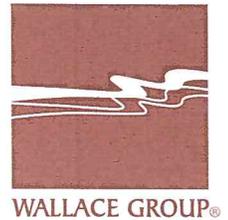
WALLACE SWANSON
INTERNATIONAL

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



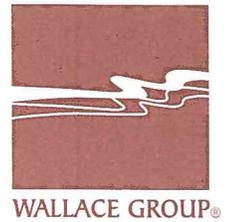
- d) Prepare a funding schedule, based upon the approved funding approach that would outline the funding process including required hearings and other milestones. In addition, we will prepare an updated Facilities Plan, based upon feedback from the Water Board, in conformance with SRF or other program guidelines. We anticipate obtaining from the City and County planning and rate study information as part of this effort.
- e) Provide engineering support for the loan application and processing.
- f) Prepare the application package for submission to the funding agency. The City will need to provide legal, accounting, environmental review, and rate study support for this effort.
- g) After the preparation of construction documents, we will work with the funding agency to obtain formal plan approval and authorization to bid out the project.
- h) Following bidding, we will prepare an Approval to Award (ATA) package and process it through the funding agency.

Task 2: Pre-Engineering Report

We will prepare a detailed pre-engineering report refining the design parameters for the WWTP upgrade. It is not the intent to perform a feasibility study of various treatment options, rather to prepare a design basis for the plant upgrade, specifically to replace the electrical system, existing headworks and aerators. Our report will target a completed construction project with a capacity of 2.0 mgd, and the ability to expand to 2.5 mgd. We will assess the condition of existing equipment and infrastructure and "salvageability" thereof.

The pre-engineering report will address the following items:

- a) Complete a brief review of existing and previous studies and plans. We will review the documents provided and evaluate the information. We will provide the City with a summary of the items provided and any findings on important information that may impact the design of the project.
- b) Document existing wastewater flows. We will review the Carollo report and other information provided, to assess existing wastewater flows and waste strength/quality. We will incorporate Wallace Group's prior in-line flow monitoring data that was completed as part of the SSMP project into this study. We will use the Carollo Report wastewater flows, flow projections, population projections, waste strength/quality analysis as well as our work to date, as the basis for the Pre-engineering Report.
- c) Describe existing and future regulatory requirements, while pursuing the wastewater system improvements as a major maintenance project. We will include a review of effluent reuse and disposal, biosolids disposal, and the protection of groundwater quality. Based upon our meeting with the Water Board in Task 1, we will discuss regulatory requirements, review the Tulare Lake Basin Plan as it relates to the City's WWTP/discharge, and seek confirmation that the contemplated project will not trigger the preparation of new Waste Discharge Requirements. We will address biosolids handling as it relates to the periodic disposal of solids from the pond processes. We will review available information on the quality (particularly mineral quality) of the City's treated effluent and underlying groundwater quality, and data from any available local groundwater monitoring or irrigation wells.
- d) Evaluate the existing treatment facilities capability for treatment of the existing rated design of 1.5 mgd. Include recommendations on expected remaining life, performance, and reliable hydraulic/treatment capacity of each piece of equipment and process at the plant. The intent is to reuse the existing ponds. The headworks and aerators, will be replaced. We will conduct a review of the existing plant, process by-process, including: the headworks/flow metering equipment; raw wastewater/yard piping (excluding visual inspections of buried piping); BioMixer system and equipment including mechanical



equipment/components, blowers; visual observations of condition of ponds, limited to pond surface exposed and readily visible; existing chlorine contact chamber; effluent holding pond, effluent pumps.

We will evaluate recent plant data, influent and effluent quality, any available water quality from intermediate points in the plant process, and make an assessment as to the capability of the BioMixers and overall plant to treat the wastewater. The purpose of this portion of the assessment is to clearly document the justification for the proposed maintenance project.

- e) Evaluate the current condition of all electrical and metering equipment to determine what is salvageable. We will review the condition of electrical/metering equipment, evaluate useful remaining life, compliance with existing electrical codes, and ability to service existing and potential future electrical demands. It is our understanding that design of a solar array is currently underway. We will also coordinate with the City's solar array team to avoid conflicts in site planning and design approach.
- f) Evaluate the improvement to and use of a SCADA system, including consideration for the pending radio communication system that is currently planned. We will review existing monitoring and controls related to the existing WWTP and meet with the City to understand their desires for automated controls of various plant processes.

We understand that the City's current SCADA equipment and capability is minimal. In discussions with the City, dissolved oxygen (DO) controls may not be a project requirement at this time. However, we will provide conduit and power so DO control can be added in the future.

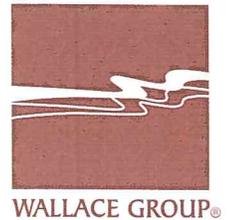
- g) Present evaluation of WWTP operations, maintenance and staffing requirements for the plant. As part of the pre-engineering report, we will present our evaluation and results to City staff. As a basis for assessing WWTP staffing requirements, we will reference and utilize available model/spreadsheets to calculate staffing requirements, based on USEPA Publication MO-1 dated March, 1973 entitled "Estimating Staffing for Municipal Wastewater Treatment Facilities".
- h) Prepare Engineer's estimate of probable construction costs (+/-20%).
- i) Prepare necessary documents in support of the City's environmental consultant, including project descriptions and quantities for the final Initial Study/Mitigated Negative Declaration (ISMND). As part of the permitting process the project team will review all sections of the ISMND and confirm its applicability to the new plant design. It is anticipated that the Air Quality Analysis will be revised due to a different plant design and a new construction scenario. In addition due to changes in the Green House Gas analysis methods the ISMND would be updated based upon current CEQA requirements. ICF Jones/Stokes work associated with updating the environmental documents would be outside the scope of this proposal.

Task 3: WWTP Design and Award

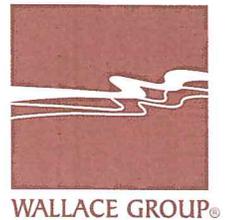
The Wallace Group team will prepare construction documents for the recommended WWTP improvements. We will also provide bid assistance. The design scope of work includes the following:

- a) We will prepare plans and specifications for the WWTP improvements for competitive bidding by preselected contractors. This will include the preparation of front-end documents for City legal counsel review. Technical specifications will be prepared in CSI 2004 MasterFormat™. Included will be specification obligating the contractor to prepare a process cut over plan. In this plan Biolac and other vendors will be required to participate in the plant start up. We have prepared a preliminary list of drawings in Table 3-1.

In addition to the base WWTP project, we will prepare construction documents sufficient to obtain bid-alternatives for the following:



- i. New standby emergency generator, sufficient to operate critical unit processes
 - ii. Performance specifications for a new WWTP SCADA system.
- b) Design Support Tasks: Wallace Group will provide the following design support tasks:
1. Prepare field surveying necessary for the preparation of the final bid documents. The survey scope will include:
 - i. Topographic Survey and Map (1 inch = 30 feet). Wallace Group will perform a topographic survey and prepare a map within the generally fenced WWTP area. Specific requested piping and invert details will be collected along with top and bottom of accessible ponds and water surface elevations. The map will be prepared at a scale of 1 inch = 30 feet, showing contours at one foot intervals and critical spot elevations in the areas of required detailed survey. In addition to contours, the map will show surface utility vaults, wells, drain inlets, utility poles, and other features according to standard practice. We will establish semi-permanent control points near the survey limits to be used in the future for construction layout work. Both the horizontal and vertical control will be based upon our previously established control and will be in Imperial Units.
 - ii. We will show the property boundary lines based upon the 2008 Parcel Map 11759. We assume that this boundary was a proper re-tracement and monumenting of the City owned "deed" parcels. The found survey boundary markers will be shown on the Topographic Map described in Task 3.b.1 above. We are assuming that the survey markers are still available. We are also assuming that no material discrepancy will be found with the survey markers. Should a material discrepancy occur, a Record of Survey will need to be filed with the County of Kern according to the Land Surveyor's Act. We are also assuming that this work would occur in the same move-in as Task 3.b.1 above.
 - iii. Deliverable: The Topographic Map along with an electronic file in AutoCAD
 2. Conduct a geotechnical investigation at WWTP site, and prepare a report of geotechnical recommendations. The field investigation will include a total of six borings drilled to a maximum depth of 50 feet below ground surface on the plant site, in the areas of work, particularly in the area of the new headworks, existing process Ponds 1 and 2, and Ponds 3 and 4. US Alert will be notified prior to drilling. Boring logs will be prepared in accordance with the Unified Soil Classification System. Test holes will be backfilled with soil cuttings upon completion of the boreholes. Laboratory tests will include soil moisture content, density, moisture-density relationship, shear strength, consolidation/collapse potential, Atterberg limits, #200 wash, corrosion testing, and soil dispersivity tests consisting of double hydrometer and pinhole tests. A geotechnical report will be prepared to address the geotechnical engineering recommendations for the Project. The investigation will include a geotechnical evaluation of the condition of existing Pond 4 liner. Soil-cement mix design is not anticipated and thus excluded from this scope of work.
 3. We will prepare the application for service with PG&E in concert with the City.
- c) Regional Board Permitting and Coordination. Wallace Group will coordinate with Regional Board staff, assist with review and negotiating if mandated revised Waste Discharge Requirements (WDRs), preparing the Engineering Report and Form 200/Report of Waste Discharge, review of the Tulare Lake Basin Plan, and other related activities.
- d) Provide 20 sets of final bid documents to the City for State, Federal funding final approval and bidding process.



- e) Provide bid phase services including the following:
- Assist the City with prequalifying bidders for the project and maintain the bidders' list.
 - Arrange for and attend one pre-bid conference at the WWTP site, prepare meeting agenda and minutes.
 - Respond to Bidder Requests for Interpretation (RFI).
 - Prepare addenda and disseminate to prospective bidders.
 - Attend bid opening at City offices.
 - Review and analyze bids, recommend award to City.

Deliverables:

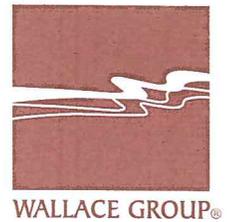
- 3 full size/5 half size copies of 50% and 90% review drawings and specifications, and one half-size PDF.
- 20 complete sets of plans and specifications (bid documents) per Task 3.c.

Table 3-1: Preliminary List of Drawings

- Title Sheet, Location/Vicinity Map
- List of Dwgs, General Notes, Legend
- Hydraulic Profile/Design Criteria
- Basis of Survey/Horizontal Control Plan
- Headworks Structural Plan
- Headworks Structural Sections, Details
- Headworks Equipment Plan/Details
- Architectural Sheets for proposed blower/electrical building
- HVAC design, including Title 24 analysis, for proposed electrical building
- Yard Piping – 1
- Yard Piping – 2
- Pond 1 Part Plan
- Pond 2 Part Plan
- Ponds 1 and 2 Sections, Details
- Blower and Air Piping Details
- Miscellaneous Details – 1
- Miscellaneous Details – 2
- Electrical Site Plan (Overall)
- Headworks Electrical Plan
- Pond 1 and 2 Electrical Plan
- Single Line Diagrams and Details
- Panel Schedules
- Process and Instrumentation Diagram
- Headworks Instrumentation/Controls
- Ponds 1 & 2 Instrumentation/Controls

Task 4: Construction Services

We will provide construction management for the demolition of portions of the existing plant as well as the construction of the modifications to the plant. To estimate the cost of this phase of work we have assumed an active field construction period of 4 months as well as time prior to the start of construction as well as construction closeout. We have estimated a total of 1200 hours of construction management time and 150 hours of construction engineering/support. These hours may change up or down based upon the contractor's schedule. When there is active construction on site, we anticipate staffing the project with one



person on site during this period. From a staffing standpoint we would have a combination Construction Manager/Inspector assigned to the project. That individual would be the primary point of contact with the City, project engineer, construction contractor(s) and geotechnical technicians. The specific tasks that the Construction Manager/Inspector would be responsible for include the following:

- Coordinating contractor submittals.
- Verifying that the Contractor complies with all contract requirements.
- Documenting the construction activities through Daily Inspection Logs and a photograph log.
- Verifying that the Contractor is complying with OSHA requirements and implementing safe practices.
- Verifying the Contractor's compliance with the SWPPP and Best Management Practices (BMPs).
- Verifying the Contractor is providing for public safety and convenience.
- Performing, or calling for, required tests to ensure work quality.
- Keeping complete, accurate, and concise records of the work and quantities.
- Keeping the City informed of work progress and problems.
- Responding to Contractor questions (RFIs) about plans and specifications. We have assumed answering 30 RFIs as part of our scope. We will not direct the Contractor's work but will immediately notify the Contractor when work is not in compliance.
- Review requests for payment for approval by the City. We assume that the City will prepare the necessary staff reports and present to City Council.
- Coordinate the plant start up by the contractor and associated vendors (Biolac, etc.).

Geotechnical Inspection Services

The scope of the geotechnical services will encompass testing associated with the installation of a new headworks, underground duct bank and piping as well as three equipment pads. We anticipate no special on site soil mitigation. The geotechnical inspection services will include soil compaction testing, concrete sampling, associated lab testing, and a final testing report for the project.

Record Drawings

We will prepare field record drawings based upon marked up project drawings prepared by the Contractor. The record drawings will detail the installed work. As part of the Contractor's responsibility, Contractor will be required to provide detailed markup of any construction changes specific to the project drawings.

Task 5 – Optional Task

We will provide the following optional task at the request of the City:

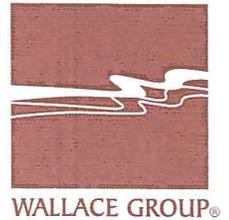
1 - Operations and Maintenance Manual

We will prepare for the City a new Operations and Maintenance Manual for the updated WWTP. This will include Standard Operating Procedures, sampling plans and operating plans.

Assumptions and Exclusions

The following services are not included in this scope of services or estimate of fees however can be provided by Wallace Group upon request.

- Construction Staking (Part of contractor's scope)
- Preliminary title report procurement
- Setting/replacing survey markers at property corners

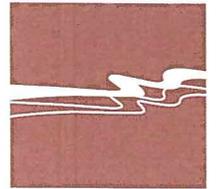


- Record of Survey map
- Corner Record preparation
- Easement Plotting

PROJECT FEES

Item	Proposed Fee
Task 1 - SRF Processing	\$ 24,000
Task 1 Fees	\$ 24,000
Task 2 – Pre-engineering Report	\$ 17,500
Task 2 Fees	\$ 17,500
Task 3 – Design and Bidding	
<ul style="list-style-type: none"> • Project meetings including travel • Project management and presentations • Topographic, utility, and boundary survey • Construction cost estimating • Civil Specifications • Civil Construction plans 	<ul style="list-style-type: none"> \$ 10,000 \$ 12,000 \$ 15,000 \$ 9,000 \$ 9,000 \$ 80,000
Sub-consultant plans and specifications	
<ul style="list-style-type: none"> • BSK (geotechnical engineering) • West Yost (headworks planning and design) • Pults Associates (building design) • Smith Structural (structural engineering) • Thoma Electric (electrical engineering) 	<ul style="list-style-type: none"> \$ 20,700 \$ 57,500 \$ 10,350 \$ 17,250 \$ 41,400
Task 3 Fees	\$282,200
Task 4 – Construction Services	
<ul style="list-style-type: none"> • Construction Inspection and Support • Geotechnical Testing • Record Drawings 	<ul style="list-style-type: none"> \$ 180,000 \$ 15,000 \$ 10,000
Task 4 Fees	\$205,000
<u>Proposed Total Fee</u>	<u>\$528,700</u>
Task 5 - Optional Scope Item	
<ul style="list-style-type: none"> • Operations and Maintenance Manual 	<ul style="list-style-type: none"> \$ 20,000

Fees can be billed on a Time and Materials basis or as a fixed fee depending on the City's preference. Once we have met with the Water Board and have completed the Pre-engineering report we would recommend meeting with the City to refine the Design and Construction Services fees.



WALLACE GROUP®

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit A) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation TERMS AND CONDITIONS ACCEPTED:


Thomas K. Zehnder, PE 72702
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
sr: PP10-4358
Exhibit A - Terms & Conditions



Signature – Mayor
Randy Miller

Printed Name
MAYOR

Title
10-27-11

Date



Signature – City Attorney
David B. Brentner

Printed Name
City Attorney

Title
10/18/11

Date

Attest:


Signature – City Clerk
LOUISE HUDGENS

Printed Name
CITY CLERK

Title
10-27-11

Date

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

“Exhibit A”
Standard Terms and Conditions
Project No. PP10-4358
Contract Agreement Date: September 29, 2011

Client: **CITY OF TAFT**
209 East Kern Street, Taft, California 93268

Consultant: **WALLACE GROUP, A CALIFORNIA CORPORATION**
612 Clarion Court, San Luis Obispo, California 93401

Client and Consultant agree that this Agreement, comprising pages 1 through 6, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California

corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S contractors or subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall

not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Merger: Waiver: Survival

Except as set forth in Article 3.6 above, this agreement constitutes the entire and integrated Agreement between the Parties hereto and supersedes all prior negotiations, representations, and/or agreement, written or oral. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. Any provision hereof which is legally deemed void or unenforceable shall not void this entire Agreement and all remaining provisions shall survive and be enforceable.

1.19 Services by CLIENT

CLIENT will provide access to site of work, obtain all permits, and provide all legal services in connection with the Project; CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement, unless specifically included in the Scope of Work. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soil engineering fees, testing fees, surveying fees and all other fees, permits, bond premiums and all other changes not specifically covered by the terms

of this agreement. The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement, unless specifically included in the Scope of Work. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.20 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Salary Costs

The direct salaries of all CONSULTANT'S personnel engaged on the project. Salary costs include the actual direct pay of personnel assigned to the project (except for routine secretarial and accounting services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other direct fringe benefits.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its sub-consultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the attached Schedule of Fees.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Suspension of Services

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the CONSULTANT may suspend performance of services upon thirty (30) calendar days' notice to the CLIENT. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Termination of Services

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

3.6 Set-Offs, Backcharges, Discounts

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.7 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.8 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within fifteen (15) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.9 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.10 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given

billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Work. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly or implicitly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in paragraphs 3.5 and 3.6 below.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances used by the contractor for job site safety or for contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Adjustment

Additional services or work products resulting in an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment : Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation of fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in

effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, subcontractors and sub-consultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

WALLACE GROUP

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost

arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

ARTICLE 9. CONDOMINIUM PROJECTS

9.1 Condominium Conversion

The CLIENT does not now expect this project will be converted into condominiums. Because this project will not be designed for condominium ownership, the CLIENT agrees that if, the CLIENT decides to convert the project into condominiums in the future, the CLIENT will, to the fullest extent permitted by law, indemnify and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, arising out of or in any way connected with the conversion to condominium ownership, except for the sole negligence or willful misconduct of the CONSULTANT.

CONTRACT AMENDMENT

Project Name: Municipal WWTP Improvement Project	CA No. 1
Client Name: City of Taft	Project/Phase No. 1013-0002 0707
Attention: Craig Jones	Date: April 10, 2012
Address: 209 East Kem Street, Taft, California 93268	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed November 7, 2011. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

Wallace Group has a current contract with the City to assist with Project Funding and the preparation of a pre-engineering report. To date under this contract we have focused on and completed the following efforts; (1) Meeting with the Regional Water Board, (2) Contacted the various funding agencies to determine the best approach to fund the project, (3) prepared a memo to the City outlining funding options. In addition Wallace Group has begun work on the funding schedule, funding application and pre-engineering report.

The USDA application is quite in-depth and requires greater detail both from an administrative and engineering standpoint that most applications. While much of the work that has been completed to date will be used in preparing and coordinating the application, there is additional engineering detail as well as application preparation and coordination that will be required to move this application through USDA in an expedited manner. This additional work includes coordinating the MND, engineering associated with the USDA Preliminary Engineering Report (PER) as well as coordination with the City on funding, rates and other applications/reports that are part of the USDA finding process. We anticipate our additional cost to be on the order of \$10,000-\$15,000.

Revision(s) Represent:

- a change in previous instructions
- a change in Scope of Services
- other:

Revision(s) Fee:

- hourly (time & materials) \$
- progress billing: \$
- not-to-exceed w/o authorization: \$15,000

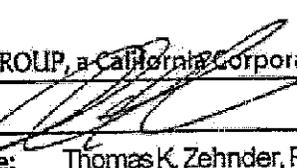
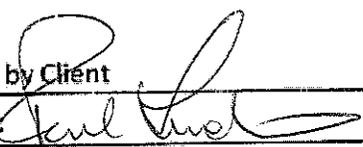
Revision(s) will be invoiced as:

- increase to an item within the existing contract
- a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

Approved by Client

Signature: 	Signature: 
Print Name: Thomas K. Zehnder, PE 72702	Print Name: PAUL LINDER
Title: Principal	Title: Mayor Pro Tem
Date: April 10, 2012	Date: 5-1-12

CONTRACT AMENDMENT

Project Name: Municipal WWTP Improvement Project	CA No. 2
Client Name: City of Taft	Project/Phase No. 1013-0002 0707
Attention: Craig Jones	Date: March 13, 2013
Address: 209 East Kern Street, Taft, California 93268	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed November 7, 2011. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

Wallace Group has a current contract with the City to assist with Project Funding and the preparation of the application to USDA's Rural Development Water and Wastewater Disposal Loan Program for the rehabilitation of the City's Wastewater Treatment Plant (WWTP). This process includes the actual application as well as the pre-engineering report. In July 2012, the City approved a Change order to our contract for additional work to address additional administrative and engineering detail in the pre application and application. Throughout this process the City has been adamant about keeping the costs associated with this process to a minimum.

In July, the City received a letter from USDA (attached) that indicated that the project was eligible for funding and to continue with the application process. As you are aware the application process has been very lengthy and involved. An example of this, on October 15th the City received a 5 page comment letter (attached) from the USDA Engineer requesting a number of additional items including evaluating alternative treatment methods as well as consolidating the City and Prison plants into one plant. In an effort to move the project along we have addressed these items in Addendum 1 to the PER. Given the volume and nature of the questions, this addendum is lengthy (43 pages) and we have expended a significant amount of time to complete these responses. It is notable that due to the initial requirements for the application as well as follow up questions from USDA, the application has grown to approximately 630 pages in length.

An approximate breakdown of this additional work is the following:

1. Completion of the formal application: \$4,200
2. Completion of the Preliminary Engineers report: \$1,900
3. Review of the feasibility of consolidating both WWTPs \$1,100
4. Treatment Alternatives analysis: \$800
5. Electrical Infrastructure analysis: \$1,500
6. Addressing various other questions raised by the USDA engineer \$6,100
7. Working with the City and KSA on project coordination, review, and correspondence \$3,000

In total, we have expended approximately \$19,000 on this additional work effort. We are also requesting an additional \$1,000 to complete the pending work. No addition change order for this work scope will be requested. If the costs exceed this amount, we will complete the work at our cost.

At the end of January we submitted to the City the formal USDA application package for submittal. There are still some outstanding items that we working with the City and USDA to address but overall our understanding that the application process is nearing completion.

While the process has been lengthy there has been some positive news to report. During this process the USDA loan rate has dropped from 3.375% to 2%. This results in an interest savings of over \$1,000,000 over the life of the loan (40 yrs.)

As part of the PER review process by USDA, the USDA engineer has asked the City to prepare a formal Recycled Water Engineer's report for the City to maintain in compliance with RWQCB and California Department of Public Health (CDPH) requirements specific to enable the City to continue to use the WWTP effluent to grow crops.

As a result we can prepare an Engineering Report for the Production, Distribution, and Use of Recycled Water in accordance with California Department of Public Health Requirements and Title 22. The report will include the mandatory elements outlined in CDPH guidelines (March, 2001). Our work will include coordination with the appropriate Regional Water Quality Control Board and CDPH officials. We will provide an administrative draft for City review and a final Draft for CDPH and RWQCB review. After responding to comments received from the agencies, we will produce a final draft.

We would anticipate that the fee for this work would not exceed \$15,000 on a time and materials basis. As always as a manner of standard practice, we will provide a detailed accounting of the monies that are invoiced to the City.

Revision(s) Represent:

- a change in previous instructions
- a change in Scope of Services
- other:

Revision(s) Fee:

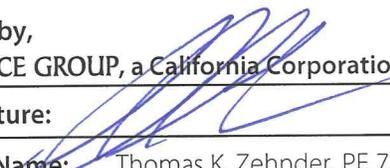
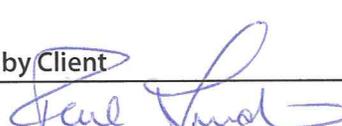
- hourly (time & materials) \$
- progress billing: \$
- not-to-exceed w/o authorization: \$35,000

Revision(s) will be invoiced as:

- increase to an item within the existing contract
- a new item added to existing contract

Issued by,
WALLACE GROUP, a California Corporation

Approved by Client

Signature: 	Signature: 
Print Name: Thomas K. Zehnder, PE 72702	Print Name: Paul Lindero
Title: Principal	Title: MAYOR
Date: March 11, 2013	Date: 3-19-2013



City of Taft Agenda Report

DATE: MAY 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

DISPERSAL OF CITY OBSOLETE, UNSAFE AND UNECONOMICAL TO REPAIR EQUIPMENT

SUMMARY STATEMENT:

Staff would like to request for the City Council's consideration and approval to dispose of equipment listed on the city obsolete, unsafe and uneconomical to repair list as attached and some items on the list that meet certain safety and smog regulations.

Staff is recommending that the obsolete equipment be sold through an online auction through Public Surplus. Information on the online auction and the web address will be placed in the newspaper for the public who are interested in bidding. The public will be given an opportunity to view such items at said date and time at the beginning of the bid process.

Public Surplus specializes in governmental assets, charges the bidder a handling fee, and allows the City the possibility of disposing of our diesel vehicles.

The auction, if approved by Council, will be opened up to the public on June 9, 2014 and will remain open for 10 days.

The website address is www.publicsurplus.com.

RECOMMENDED ACTION:

Motion to approve disposing of listed equipment through online auction.

IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Yes (list)

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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2014 CITY OF TAFT LIQUIDATION LIST

DEPT	YEAR	MAKE	MODEL/TYPE	VIN	DESCRIPTION
PD	2005	FORD	CROWN VIC	2FAHP1W55X123950	DOESN'T RUN, GOOD EXTERIOR AND INTERIOR. TRIES GOOD.
STREET	1998	CHEVY	3500 6.5 LITER V8 PICK-UP	1GCGC33F5WF035939	BLUE, FAIR BODY, GOOD TIRES, 4 DOOR, W/TOOL BOX, FAIR INTERIOR, DOESN'T RUN .
PD	1995	CHEVY	LUMINA LTZ	2G1WN52K9X9142055	BLUE, FOUR DOOR, GOOD INTERIOR AND EXTERIOR. RUNS
PD			M1101 CARGO TRAILER	N/A	M1101 MILITARY CARGO TRAILER, 250 LB TOUNGE WEIGHT, 1460 LB SHIPPING WEIGHT, BRAND NEW
PD			M1101 CARGO TRAILER	N/A	M1101 MILITARY CARGO TRAILER, 250 LB TOUNGE WEIGHT, 1460 LB SHIPPING WEIGHT, BRAND NEW
PD			6.5 TURBO DIESEL ENGINE	N/A	NEW IN CRATE
PD			6.5 TURBO DIESEL ENGINE	N/A	NEW IN CRATE
PD			RADAR TRAILER	N/A	OPERATIONAL RADAR DETECTOR TRAILER
PD			RADAR TRAILER	N/A	OPERATIONAL RADAR DETECTOR TRAILER
CITY		FORD	CROWN VIC	2FAFP71W51X185530	RUN'S GOOD, BODY AND INTERIOR GOOD



City of Taft Agenda Report

DATE: MAY 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JANUARY 2014 TO MARCH 2014

SUMMARY STATEMENT:

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

The total amount of TOT received by the April 30, 2014 deadline for the quarter of January 2014 through March 2014 were \$19,031.30 and the amount to be allocated to the Chamber will be \$5,409.53.

This funding shall be contingent on the City Council’s satisfactory review of the Taft Chamber of Commerce’s financial report for the prior year. Staff has requested financial statements from the Taft Chamber of Commerce for the period of January through December 2013. This report is attached for your review.

RECOMMENDED ACTION:

Motion to approve the 25% allocation of the Transient Occupancy Tax to the Taft Chamber of Commerce for the quarter of January 2014 through March 2014.

IMPACT ON BUDGET (Y/N): Yes

ATTACHMENT (Y/N): Yes

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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10:28 AM
 03/25/14
 Cash Basis

Taft District Chamber of Commerce
Profit & Loss
 January through December 2013

	Jan - Dec 13
Ordinary Income/Expense	
Income	
ADMINISTRATIVE.	187.47
ADVERTISING SALES.	4,380.00
BANK INCOME.	56.23
CITY INCOME/TOT	12,419.64
DONATIONS.	500.00
DOWNTOWN BUSINESS COMMITTEE INC	1,280.00
ELECTRONIC SIGN.	300.00
EVENT INCOME	
CAR SHOW	7,180.00
CHRISTMAS PARADE	21.38
CINCO DE MAYO	982.00
FARMERS MARKET	695.00
FIRST FRIDAY	300.00
FOURTH OF JULY	
FIREWORKS FUND	23,162.50
FOURTH OF JULY - Other	4,530.00
Total FOURTH OF JULY	27,692.50
GOLF TOURNAMENT	52,129.00
INSTALLATION DINNER	5,510.00
STATE OF THE CITY LUNCHEON	240.00
TROUT DERBY	15,970.00
Total EVENT INCOME	110,719.88
GRANTS.	10,000.00
MEMBERSHIP DUES.	30,470.00
MERCHANDISE	262.28
OILWORKER MONUMENT.	7,084.00
REFUNDS/REIMBURSMEN.	59.54
SERVICE CLUB SUMMIT.	700.00
SPONSORSHIPS.	56,111.50
TAXES.	3,244.13
Total Income	237,774.67
Gross Profit	237,774.67
Expense	
ADMINISTRATIVE	
Bank Charges	1,069.55
Business License Renewal	5.00
Conferences	25.83
Copier Lease	4,272.48
Dues & Subscriptions	402.30
Gifts, Plaques, Awards	404.92
Insurance	
Liability Insurance	1,525.00
Work Comp	114.81
Insurance - Other	382.72
Total Insurance	2,022.53
Internet Access	2,405.79
Membership dues	10,283.95
Office Lunches	1,101.05
Office Supplies	2,773.19
Payroll Expenses	
Office Salaries	46,095.50
Officer Salary	23,520.00
Payroll Tax Expense	6,657.91
Payroll Expenses - Other	2,624.40
Total Payroll Expenses	78,897.81
Postage	1,154.05
Printing and Reproduction	413.59
Reconciliation Discrepancies	5.00

10:28 AM
03/25/14
Cash Basis

Taft District Chamber of Commerce
Profit & Loss
January through December 2013

	Jan - Dec 13
Repairs	
Equipment Repairs	35.00
Pest Control	385.00
Total Repairs	420.00
Security	360.00
Taxes	
State	4.64
Taxes - Other	6,618.33
Total Taxes	6,622.97
Taxes & License	25.85
Travel & Entertainment	33.20
Uncategorized Expenses	401.73
Utilities	
Gas and Electric	7,282.06
Sewer	454.75
Telephone	743.75
Water	489.69
Utilities - Other	50.00
Total Utilities	9,020.25
Van Expense	92.00
Website Maintenance	
Intuit/Quickbooks	729.49
Website Maintenance - Other	464.99
Total Website Maintenance	1,194.48
ADMINISTRATIVE - Other	945.31
Total ADMINISTRATIVE	124,352.83
ADVERTISING/RADIO	19,606.54
DOWNTOWN BUSINESS COMMITTEE	722.50
EVENT EXPENSES	
CAR SHOW	5,881.79
CHRISTMAS PARADE	514.68
CINCO DE MAYO	1,206.81
FARMERS MARKET	331.60
FIRST FRIDAY	525.00
FOURTH OF JULY	25,837.62
GOLF TOURNAMENT	40,568.34
INSTALLATION DINNER	3,841.15
OKTOBERFEST	11.74
STATE OF THE CITY LUNCHEON	675.00
TOUR OF TREES	28.90
TROUT DERBY	6,342.53
Total EVENT EXPENSES	85,765.16
GTEDA	1,395.55
MERCHANDISE PURCHASES	1,179.64
OILWORKER MONUMENT	3,378.97
SERVICE CLUB SUMMIT	1,507.98
SIT & SIP MEETINGS	1,503.79
Total Expense	239,412.96
Net Ordinary Income	-1,638.29
Net Income	-1,638.29



City of Taft Agenda Report

DATE: MAY 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

RATIFY THE EXECUTION OF THE REVISED LEXISNEXIS LAW LIBRARY AGREEMENTS

SUMMARY STATEMENT:

The City Council ratified the execution of the LexisNexis Law Library Agreement at the April 15, 2014 meeting, but due to the changes in staff access within the agreement with LexisNexis and the requirements from CDCR the agreement with LexisNexis had to be revised.

The previous executed contract is voided and is replaced with the attached agreement.

RECOMMENDED ACTION:

Motion to ratify the signing of the revised LexisNexis agreement by the Mayor.

IMPACT ON BUDGET (Y/N): Yes, \$9,000 plus additional \$1,800 for the first year, as previously stated (unchanged).

ATTACHMENT (Y/N): Yes, agreement signed by the Mayor

PREPARED BY: *Teresa Binkley*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR <i>Teresa Binkley</i>	CITY MANAGER
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Order for Prison Solutions

“Customer”: City of Taft-Modified Community Correctional Facility

Customer agrees to purchase or license the Products listed in the table below on the terms of this Order.

PRODUCTS ORDERED

LINE ITEM - PRODUCT	LN COMPANY
Distributed Media Prison Solution – Offline Electronic Media	LN/MB
Online Services for Staff and Inmates	LN

ADDITIONAL DOCUMENTS

DOCUMENT TITLE	WHERE TO FIND IT
Configuration and Pricing Sheet	See page 2
Terms for Ordered Products	See page 6
Customer Information Sheet	See page 11
Customer Verification Process	See page 12

The Additional Documents are part of this Order.

The LN Companies may make certain terms and other information in connection with this Order available on the World Wide Web at one or more sites the LN Companies identify. Customer acknowledges that it has access to the World Wide Web.

This Order, the Additional Documents, and any materials referenced in the Additional Documents state the complete agreement between Customer and the LN Companies concerning this subject, and supersede all earlier oral and written communications between them concerning this subject.

LexisNexis accepts this Order on its own behalf and as authorized agent for each of the other LN Companies that provides Products under this Order. LexisNexis’s agency is described in detail in the Common Terms referenced in the Terms for Ordered Products.

Agreed to and accepted by:

City of Taft, CA

LexisNexis, a division of Reed Elsevier Inc.

SIGNED:

SIGNED:

PRINTED:

PAUL LINDER

PRINTED:

TITLE:

MAYOR

TITLE:

DATE:

MAY 13, 2014

THIS ORDER DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS ORDER BY SIGNING ABOVE OR BY PERFORMING THIS ORDER.

THE PRICES AND OTHER TERMS IN THIS ORDER ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS ORDER TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS ORDER. TO IMPLEMENT THIS ORDER ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS ORDER SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name: Steve Rentfrow

Account Representative Number:

3V9



Configuration and Pricing Sheet

“Customer”: City of Taft-Modified Community Correctional Facility

This Sheet is part of the Order. See the Terms for Ordered Products for important terms related to each line item.

TERM

The term of this Order will begin on the first day of the first Order Period specified in the table below and will end on the last day of the last Order Period (“Term”). During the Term, Customer may terminate this Order after the first Order Period on the last day of any calendar month upon at least 30 days prior written notice to LN. In the event LN increases one of the monthly commitment’s in Line Item – Online Services, other than any increases listed in the Configuration and Pricing Sheet of the Line Item – Online Services, Customer may terminate only that portion of the Line Item – Online Services that increased upon 10 days written notice to LN. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

ORDER PERIOD		
04/01/2014	TO	03/31/2015
04/01/2015	TO	03/31/2016
04/01/2016	TO	03/31/2017
04/01/2017	TO	03/31/2018
	TO	

LINE ITEM FOR DISTRIBUTED MEDIA PRISON SOLUTION – OFFLINE ELECTRONIC MEDIA

LexisNexis, a division of Reed Elsevier Inc. (“LN”) and Matthew Bender & Company, Inc. (“MB”) provide this Product.

1. DVD Prison Solutions:

Total Number of DVD Prison Solutions:		<< insert number or -0- >>	
Fees:	1 st Order Period: \$	per DVD Prison Solutions Per Month for a total Monthly Commitment of \$	.
	2 nd Order Period: \$	per DVD Prison Solutions Per Month for a total Monthly Commitment of \$	.
	3 rd Order Period: \$	per DVD Prison Solutions Per Month for a total Monthly Commitment of \$	.
	4 th Order Period: \$	per DVD Prison Solutions Per Month for a total Monthly Commitment of \$	.
	5 th Order Period: \$	per DVD Prison Solutions Per Month for a total Monthly Commitment of \$	.

2. External Hard Drive Prison Solutions:

Total Number of External Hard Drive Prison Solutions:		1-Library number 9022 CA Prison Solution EHD	
Fees:	1 st Order Period: \$9000	per External Hard Drive Prison Solutions Annually for a total Annual Commitment of \$9000.	
	2 nd Order Period: \$9180	per External Hard Drive Prison Solutions Annually for a total Monthly Commitment of \$9180.	
	3 rd Order Period: \$9364	per External Hard Drive Prison Solutions Annually for a total Monthly Commitment of \$9364.	
	4 th Order Period: \$9364	per External Hard Drive Prison Solutions Annually for a total Monthly Commitment of \$9364.	
	5 th Order Period: \$	per External Hard Drive Prison Solutions Per Month for a total Monthly Commitment of \$	.

3. Kiosks/Computer Hardware Prison Solutions:

Total Number of Kiosks/Computer Hardware Prison Solutions:		<< insert number or -0- >>	
Fees:	1 st Order Period: \$	per Kiosks/Computer Hardware Prison Solutions Per Month for a total Monthly Commitment of \$	.
	2 nd Order Period: \$	per Kiosks/Computer Hardware Prison Solutions Per Month for a total Monthly Commitment of \$	.
	3 rd Order Period: \$	per Kiosks/Computer Hardware Prison Solutions Per Month for a total Monthly Commitment of \$	.
	4 th Order Period: \$	per Kiosks/Computer Hardware Prison Solutions Per Month for a total Monthly Commitment of \$	.
	5 th Order Period: \$	per Kiosks/Computer Hardware Prison Solutions Per Month for a total Monthly Commitment of \$	.

4. Customer hereby certifies that they will have 2 number of terminals.

5. Billing Period. In exchange for access to and use of the Prison Solutions specified above, Customer shall pay the fees set forth above beginning the month during which the DVD Prison Solution(s), External Hard Drive Prison Solution(s), and/or Kiosks/Computer Hardware Prison Solutions are shipped to Customer and continuing for 48 months from the date of shipment of the EHD or Kiosk (the "Billing Period").

6. Delivery Information:

Delivery Address For Each Distributed Media Set and Contact Name:	Maximum Number of Workstations For This Location
City of Taft-Modified Community Correctional Facility 209 E. Kern Street Taft, CA 93268	2
<p>Complete Description of Law Library Information on Distributed Media:</p> <p>Federal Primary Sources</p> <ul style="list-style-type: none"> • U.S. Supreme Court Cases • Federal Cases (all circuit and district court cases) • United States Code Service, Annotated • Federal Court Rules (includes the Federal Rules of Criminal and Civil Procedure) • United States Constitution <p>California Primary Sources</p> <ul style="list-style-type: none"> • Deering's California Codes Annotated • California Official Reports • California Code of Regulations • California Court Rules <p>Analysis and Practice Guides**</p> <ul style="list-style-type: none"> • California Criminal Discovery • California Criminal Defense Practice Reporter • Constitutional Rights of Prisoners • California Evidence Courtroom Manual • California Courtroom Evidence, by Cotchett • California Juvenile Courts Practice and Procedure • Moore's Federal Practice – Criminal • Civil Rights Actions • California Criminal Defense Practice • Federal Habeas Corpus Practice and Procedure • California Family Law Practice • California Forms of Pleading and Practice • California Family Law Litigation Guide • California Judicial Council Criminal Jury Instructions <p>Citators and References</p>	

Delivery Address For Each Distributed Media Set and Contact Name:	Maximum Number of Workstations For This Location
<ul style="list-style-type: none"> • Shepard's – Federal and U.S. Citations • Shepard's - California Citations • Ballentine's Law Dictionary, 3rd ed. • English/Spanish Legal Dictionary <p>** - subject to change</p> <hr/> <hr/>	

LINE ITEM FOR ONLINE SERVICES

LexisNexis, a division of Reed Elsevier Inc. ("LN") provides this Product for Staff and/or Inmates.

STAFF ON BEHALF OF INMATES ACCESS

STAFF ON BEHALF OF INMATES PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

Total Number of Government Professionals:	

PREFERRED PRICING MATERIALS FOR STAFF ON BEHALF OF INMATES	SOURCE/MENU NUMBER	SHEPARDS
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials for Staff on Behalf of Inmates		

ORDER PERIOD(S)		MONTHLY STAFF ON BEHALF OF INMATES COMMITMENT	
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____

STAFF ONLY ACCESS

STAFF ONLY PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Kern, CA

Total Number of Government Professionals:	1
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PREFERRED PRICING MATERIALS FOR STAFF ONLY	SOURCE/MENU NUMBER	SHEPARDS
National Primary Law	CDPLX0	Full
Docket Sheets by CourtLink	CLDKT	
No Public Records	PRCHEK	
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials for Staff Only		

ORDER PERIOD(S)	MONTHLY STAFF ONLY COMMITMENT
Beginning 5/1/2014 to 4/30/2015	\$ 118/MTH
Beginning 5/1/2015 to 4/30/2016	\$ 120/MTH
Beginning 5/1/2016 to 4/30/2017	\$ 123/MTH
Beginning 5/1/2017 to 4/30/2018	\$ 123/MTH
Beginning _____ to _____	\$ _____

INMATE ACCESS

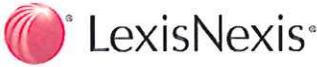
INMATE PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

Total Number of terminals:	

PREFERRED PRICING MATERIALS FOR INMATES	SOURCE/MENU NUMBER	SHEPARDS
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials for Inmates		

ORDER PERIOD(S)	MONTHLY INMATE COMMITMENT
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____

Customer IP Address(es)	
Location	IP Address



Terms for Ordered Products

"Customer": City of Taft-Modified Community Correctional Facility	
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These Terms are part of the Order.

LINE ITEM FOR DISTRIBUTED MEDIA PRISON SOLUTION

The following terms are for the implementation of this Product as described in the corresponding line item of the Configuration and Pricing Sheet. LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

1. Definitions

- 1.1 "Authorized Users" means each of the civilian librarians and inmates at Customer's facility who are authorized by Customer to access and use the Distributed Media.
- 1.2 "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Law Library Information.
- 1.3 "Law Library Information" means the legal content that is owned or licensed by LN/MB that is contained on the Distributed Media as described on the Configuration and Pricing Sheet.

2. Services

During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Distributed Media. The number of copies of the Distributed Media and the delivery locations for such Distributed Media are set forth on the Configuration and Pricing Sheet.

3. Term of Order; Termination

The Term of this Order is set forth on the Configuration and Pricing Sheet.

- 3.2 Either LN/MB, on the one hand, or Customer, on the other hand, may terminate this Order for a material breach. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach (the "Breach Notice"). If such breach remains uncured 30 days after the Breach Notice is given, the non-breaching party may terminate immediately upon written notice.
- 3.3 LN/MB may terminate this Order immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers ("Suppliers") of Prison Solution software or hardware expires or is terminated, (ii) any Supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any Supplier is unable or fails to perform the services that are required in order for LN/MB to perform their obligations hereunder.
- 3.4 LN/MB retain ownership of the Distributed Media. Customer will retain ownership of any computer hardware at the end of one year or the first order period, whichever is later. Upon termination of this Order, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902.

4. Pricing; Payment Terms

- 4.1 In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth on the Configuration and Pricing Sheet (the "Fees"). The Fees include all charges for shipping and handling.
- 4.2 MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth in the Configuration and Pricing Sheet. Customer will pay the Fees to MB and MB will remit to LN that portion of the Fees that is due to LN under this Order. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN/MB shall have the right to terminate this Order and retain all sums paid by Customer. Customer shall be responsible for LN/MB' collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs. LN/MB retain a purchase money security interest in the Distributed Media.
- 4.3 In the event this is a multi-year contract and sufficient funds are not appropriated or allocated for payment under this Order for any future fiscal period, LN/MB may terminate this Order effective on the last day of the last Order Period that was funded, by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.
- 4.4 LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials) so they remain reasonably current.

5. Warranty

- 5.1 LN/MB represent and warrant that they have the right and authority to make the Distributed Media available on the terms set forth herein.
- 5.2 EXCEPT AS EXPRESSLY STATED IN SECTION 5.1, LN/MB MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DISTRIBUTED MEDIA OR THE ACCURACY OR THE COMPLETENESS OF THE LAW LIBRARY INFORMATION. THE DISTRIBUTED

MEDIA AND LAW LIBRARY INFORMATION ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS ORDER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Remedies

6.1 In the event there is a breach of warranty under Section 5.1, LN/MB shall, as their sole obligation and Customer's exclusive remedy, defend or, at their option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Distributed Media (excluding any decisions or advice made or given as a result of the use of or reliance upon the Law Library Information) provided by LN/MB asserted against Customer by such third party provided: (i) all use of the Distributed Media was in accordance with this Order; (ii) the claim, cause of action, or infringement was not caused by Customer or its Authorized Users; (iii) LN/MB are given prompt notice of any such claim; and (iv) LN/MB have the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at the expense of LN/MB, shall reasonably cooperate with LN/MB in connection with the foregoing. If notified promptly in writing of any claim, demand, or judicial action brought against Customer based on an allegation that its use of the Distributed Media constitutes infringement, LN/MB will jointly and not severally pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

Should the Distributed Media or the operation thereof become, or in the opinion of LN/MB be likely to become, the subject of a claim of infringement, Customer shall permit LN/MB, at their sole option and expense, either (i) to procure for Customer the right to continue using the Distributed Media, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Distributed Media upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

6.2 LN/MB shall have no responsibility to Customer under this Section 7 with respect to any use of the Distributed Media in a manner not authorized by this Order; or for any abuse or modification of the Distributed Media by Customer or its Authorized Users.

7. Limitation of Liability

ANY LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, SHALL IN ALL CASES, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, BE LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO LN/MB FOR THE DISTRIBUTED MEDIA PROVIDED BY LN/MB HEREUNDER DURING THE PREVIOUS 12 MONTHS. IN NO EVENT WILL LN/MB HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT OR NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF LN/MB WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LN/MB ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

LN/MB DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN/MB DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE LAW LIBRARY INFORMATION. LN/MB WARRANT THAT THE DISTRIBUTED MEDIA WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM THE DATE OF DELIVERY TO CUSTOMER. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

8. Miscellaneous

8.1 Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install the Kiosk Prison Solution.

8.2 If LN/MB accept an order for a Distributed Media on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Order.

8.3 This Order, including Schedule A, contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN/MB may change the license terms set forth in Section 5 or Schedule A immediately upon written notice to Customer. Customer's continued use of the Distributed Media following notice of the change shall constitute its acceptance of the change.

8.4 The following sections of this Order shall survive termination or expiration of the Order for any reason: Sections 6 and 7.

SCHEDULE A – GENERAL TERMS AND CONDITIONS FOR USE OF THE LEXISNEXIS® DISTRIBUTED MEDIA PRISON SOLUTION

The following terms and conditions govern Customer's use of this law library research system on DVDs and/or External Hard Drives (the "Distributed Media") and the materials available therein ("Law Library Information"):

1. License; Restrictions on Use

1.1 Customer is granted a non-exclusive, non-transferable limited license to access and use the Distributed Media for legal research purposes. The license includes the following:

(a) The right to electronically display, on the Distributed Media, Law Library Information retrieved from the Distributed Media to no more than one person at a time;

(b) The right to obtain printouts of Law Library Information via the printing commands of the Distributed Media and to create a single printout of Law Library Information downloaded via downloading commands of the Distributed Media (“Authorized Printouts”);

(c) The right to retrieve via downloading commands of the Distributed Media and store in machine-readable form, primarily for one person’s exclusive use, a single copy of insubstantial portions of Law Library Information included in any individual file; and

(d) To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.2 Except as specifically provided in Section 1.1, Customer are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Law Library Information retrieved from the Distributed Media. Customer may not print or download Law Library Information without using the printing commands of the Distributed Media.

1.3 Customer is not permitted to:

(a) Remove or obscure any copyright notice or other notice or terms of use contained in the Distributed Media or Law Library Information.

(b) Use the Distributed Media or Law Library Information in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation, (“LexisNexis”) or its contractors or content suppliers;

(c) Use the Distributed Media or Law Library Information to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

(d) Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Distributed Media or Law Library Information.

2. Proprietary Rights

2.1 The Distributed Media and Law Library Information and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Distributed Media and Law Library Information are owned by LexisNexis and its contractors and content suppliers. Customer acquires no proprietary interest in the Distributed Media, Law Library Information, or copies thereof.

3. Disclaimer of Warranties

3.1 THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND LEXISNEXIS AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from

(a) any errors in or omissions from the Distributed Media or any Law Library Information available or not included therein, (b) the unavailability or interruption of the Distributed Media or any features thereof or any Law Library Information, (c) Customer’s use of the Distributed Media or Law Library Information (regardless of whether Customer received any assistance from a Covered Party in using the Distributed Media), (d) Customer’s use of any equipment in connection with the Distributed Media, (e) the content of the Law Library Information, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 “Covered Party” means (a) LexisNexis, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LexisNexis or its affiliates; and (b) each third party supplier of Law Library Information, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Law Library Information or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE DISTRIBUTED MEDIA OR LAW LIBRARY INFORMATION SHALL NOT EXCEED THE AMOUNT OF CUSTOMER ACTUAL DIRECT DAMAGES. CUSTOMER RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE DISTRIBUTED MEDIA, LAW LIBRARY INFORMATION, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. Miscellaneous

5.1 These General Terms and Conditions may be changed from time to time, by LexisNexis immediately upon notice.

5.2 LexisNexis may suspend or discontinue providing the Distributed Media to Customer without notice and pursue any other remedy legally available to it if Customer fail to comply with any of Customer’s obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Distributed Media.

5.4 The failure of LexisNexis or any third party supplier of Law Library Information to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio.

5.6 Each third party supplier of Law Library Information has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

LINE ITEM FOR ONLINE SERVICES

The following terms are for the implementation of this Product as described in the corresponding line item of the Configuration and Pricing Sheet. LexisNexis, a division of Reed Elsevier Inc. (“LN”) provides this Product.

This Product includes a subscription to the LexisNexis online research services ("Online Services") at lexis.com. That subscription is governed by the following documents (collectively, the "Subscription Agreement"):

- The General Terms and Conditions and the Supplemental Terms for Specific Materials referenced in the General Terms and Conditions
- The Price Schedule applicable to this implementation

The Subscription Agreement may be viewed and printed at: <http://www.lexisnexis.com/terms/government/>. While this Order is in effect, Customer may not terminate the Subscription Agreement. AFTER TERMINATION OF THIS ORDER, THE SUBSCRIPTION TO THE ONLINE SERVICES WILL SURVIVE AND WILL CONTINUE TO BE GOVERNED BY THE SUBSCRIPTION AGREEMENT UNTIL IT IS TERMINATED IN ACCORDANCE WITH ITS TERMS. CUSTOMER'S USE OF THE ONLINE SERVICES AFTER TERMINATION OF THIS ORDER WILL BE BILLED ACCORDING TO THAT PRICE SCHEDULE.

In addition, the following terms amend the Subscription Agreement:

1. STAFF ACCESS

1.1 This Section 1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in the Configuration and Pricing Sheet and the Authorized Users under the Staff Participating Billgroups. "Authorized User" means an individual to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Only Customer's employees, temporary employees, and contractors are eligible to be Authorized Users. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

1.2 Customer certifies that on the date this Order is signed by Customer there are the number of government professionals as set forth on the Configuration and Pricing Sheet (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.

1.3 In consideration of Customer's payment to LN of the monthly commitment amounts specified in the Configuration and Pricing Sheet (the "Monthly Staff On Behalf Of Inmate Commitment," the "Monthly Staff Only Commitment," collectively, the "Monthly Staff Commitment"), the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing for Staff On Behalf Of Inmates," the "Preferred Pricing for Staff Only," collectively, the "Preferred Pricing Materials for Staff"), available in the lexis.comSM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Customer is an existing LN customer and this is a revision to Customer's Preferred Pricing Materials for Staff and Monthly Staff Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials for Staff. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

2. INMATE ACCESS

2.1 This Section 2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in the Configuration and Pricing Sheet and the Authorized Terminals under the Inmate Participating Billgroups. "Authorized Terminals" means an individual computer (i.e., laptop, workstation, etc.) kiosk or dumb terminal for which Customer has embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). Only Customer's employees and inmates under Customer's control and supervision are eligible to access and use the Online Services via the Authorized Terminals. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

2.2 Customer certifies there are the number of Authorized Terminals listed in the Configuration and Pricing Sheet available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depend in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will recertify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the Monthly Inmate Commitment in the Configuration and Pricing Sheet by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals.

2.3 In the information box on the Configuration and Pricing Sheet, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities.

2.4 Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.

2.5 In consideration of Customer's payment to LN of the monthly commitment amounts specified in the Configuration and Pricing Sheet (the "Monthly Inmate Commitment"), the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials for Inmates"), available in the lexis.comSM service. If Customer is an existing LN customer and this is a revision to Customer's Preferred Pricing Materials for Inmates and Monthly Inmate Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month.

2.6 The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Order.

2.7 Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.

2.8 Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.

2.9 Notwithstanding the foregoing Sections 2.6, 2.7 and 2.8, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require documented and certified proof of correction. Customer takes responsibility for any

security breach or situation where an inmate has access to something prohibited.

2.10 Access to the Preferred Pricing Menus for Inmates will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.

2.11 Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the *lexis.com* service or any other online service the employees or inmates are able to access via the *lexis.com* service provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the *lexis.com* service or any other online services accessed via the *lexis.com* service constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

4. Audit

On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit Customer's to ensure that the requirements under this Order are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

5. MISCELLANEOUS

5.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

5.2 During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

END



Customer Information Sheet

"Customer": CITY OF TAFT-MODIFIED COMMUNITY
CORRECTIONAL FACILITY

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): CITY OF TAFT-MODIFIED COMMUNITY CORRECTIONAL FACILITY
2. Physical Address: 209 E. KERN ST.
City: KERN State: CA Zip: 93268
3. County: KERN 4. Country: USA
5. Telephone Number: 661-763-1350 6. Fax Number: _____
7. Invoice Address (email and physical address): SAME AS ABOVE
8. Name of Contact, Telephone Number and Email Address for the following:
Installation: _____
Billing: Teresa Binkley 661-763.1350 tbinkley@cityoftaft.org
ext.18
Policy/Legal Notification: Same
Scheduling/Training: Same
9. Parent Company (if applicable): _____
10. Type of Organization (Check/complete all that apply):
 Publicly Traded Company: Ticker Symbol: _____ Exchange: _____
 Private Corporation: Sole Proprietor Partnership/LLC
 Law Firm: No. of Attorneys: _____ Practicing Area of Law: _____
No. of Employees: _____ No. of years in business: _____ No. of years at address: _____
If less than 6 months at an address, provide previous address: _____
11. Business/Professional License No: _____ 12. Employer Identification Number: _____
13. Date Issued/Expiration Date: _____ 14. Issuing State: _____
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
17. Organization Web Address: http://cityoftaft.org/




FIXED PRICE AGREEMENT
For CourtLink Services
(For State/Local Government Market)

“Customer”: City of Taft-Modified Community Correctional Facility

“LN”: LexisNexis,
a division of Reed Elsevier Inc.

LN grants Customer a non-exclusive, non-transferable limited license to access and use the CourtLink products, services, features or menus (“CourtLink Preferred Services”) listed below in accordance with the terms and conditions set forth herein and the General Terms and Conditions and Price Schedule which are incorporated herein by reference. The General Terms and Conditions and Price Schedule can be viewed or printed at www.lexisnexis.com/terms/government.

1. TERM

This Fixed Price Agreement shall begin on the date the Customer billing account is activated by LN and continue for a non-cancelable period of 12 full calendar months ending on April 30, 2015 (comprised of “Agreement Period(s)” and collectively, the “Term”).

2. COURTLINK PREFERRED SERVICES

2.1 In consideration of Customer’s payment to LN, the monthly amount specified below (the “CourtLink Monthly Commitment”), and subject to Section 2.2 below, Customer will be provided with access to and use of the materials and features available in the services and/or menus (“CourtLink Preferred Services”) listed below. Any partial month before the first full calendar month will be prorated. Any other CourtLink Services will be at the then current rates under the applicable Price Schedule.

COURTLINK PREFERRED SERVICES	NUMBER OF USERS	AGREEMENT PERIOD	COURTLINK MONTHLY COMMITMENT
Search, Single Search, Retrieve, Alert, Docket View, Federal & State Online Documents, Update Docket, Strategic Profiles, and Track	1	5/1/2014-4/30/15	\$52.00
		5/1/2015-4/30/16	\$53.00
		5/1/2016-4/30/18	\$54.00

2.2 During the Term, LN will review Customer’s actual monthly use (based on then current transactional Price Schedule) of the CourtLink Preferred Services (“Actual Use”). If the Actual Use exceeds three times the CourtLink Monthly Commitment, then the parties reserve the right to renegotiate in good faith the CourtLink Monthly Commitment.

3. CLOSED OFFER

The offer of LN contained herein is valid until April 30, 2014. In order to implement the terms and conditions contained herein by the first day of a calendar month, LN must receive this signed Fixed Price Agreement by the 20th day of the preceding month.

4. CONFIDENTIAL INFORMATION

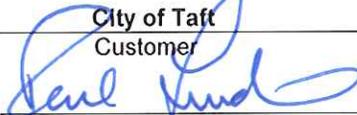
This Fixed Price Agreement contains confidential pricing information of LN. Customer understands that disclosure of the terms and conditions contained herein could cause competitive harm to LN, and will receive and maintain this Fixed Price Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person.

5. MISCELLANEOUS

This Fixed Price Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and all other prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, are superseded in their entirety by this Fixed Price Agreement.

Customer hereby agrees to the terms and conditions of this Fixed Price Agreement as originally provided, including the General Terms and Conditions and Price Schedule. Customer further agrees that all use of the CourtLink Preferred Services shall be in compliance with the foregoing.

AGREED TO AND ACCEPTED BY:

 City of Taft
 Customer
 BY: 
 NAME: PAUL LINDER
 TITLE: MAYOR
 DATE: MAY 13, 2014

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

Customer hereby certifies there are 1

number of users under this Fixed Price Agreement



City of Taft Agenda Report

DATE: MAY 20, 2014

TO: MAYOR LINDER AND COUNCIL MEMBERS

AGENDA MATTER:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE MAYOR AND THE CITY MANAGER TO SIGN AND EXECUTE ANY DOCUMENTS REQUIRED UNDER THE FTA SECTION 5311 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

SUMMARY STATEMENT:

The City of Taft has requested Federal funding under the FTA Section 5311 through the Federal Transit Administration to support capital and operating assistance projects for non-urbanized public transportation systems. The Section 5311 application requires that the resolution be reaffirmed every three years.

This resolution will authorize the Mayor and the City Manager to sign and execute any documents required under the FTA Section 5311 for the fiscal years 13-14, 14-15 and 15-16.

RECOMMENDED ACTION:

Motion to adopt resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION.**

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 AUTHORIZING
THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311)
WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital and operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, City of Taft desires to apply for said financial assistance to permit operation of service in the Greater Taft Area; and

WHEREAS, the City of Taft has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City of Taft does hereby authorize the Mayor and the City Manager, to file and execute applications on behalf of the City of Taft with the Department to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F), as amended.

That the Mayor and the City Manager is authorized to execute and file all certification of assurances, contracts or agreements or other document required by the Department.

That the Mayor and the City Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That the Mayor and the City Manager is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2014.

Paul Linder, Mayor

ATTEST:

Alina Megerdom
City Clerk

RESOLUTION NO: _____

Page 2 of 2

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

I, Alina Megerdom, 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 _____ 2014, by the following vote:

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

Alina Megerdom
City Clerk