

**TAFT CITY COUNCIL/SUCCESSOR AGENCY  
JOINT REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 20, 2016  
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 Miller  
Mayor Pro Tem Noerr  
Councilmember Krier  
Councilmember Bryant  
Councilmember Hill

- 1. PROCLAMATION – HONORING WOMEN IN EDUCATION**
- 2. PROCLAMATION – PEDESTRIAN SAFETY AWARENESS MONTH**
- 3. STUDY SESSION – SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**
- 4. 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.

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

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**CONSENT CALENDAR ITEMS 10– 22**

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?

- 10. MINUTES**  
September 6, 2016 Regular

**Recommendation** – Approve as submitted.

11. **PAYMENT OF BILLS**  
Warrant# 080916                                      Check No. 83404-83484                                      \$1,083,161.28

**Recommendation** – Approve payment of the bills.

12. **ZONING ORDINANCE AMENDMENT 2016-19: RESIDENTIAL DENSITIES**

**Recommendation** – Motion to approve and amend the City of Taft Municipal Code entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-19, AN AMENDMENT OF CHAPTERS 4 AND 5 OF TITLE 6 OF THE TAFT MUNICIPAL CODE REGARDING RESIDENTIAL DENSITIES.**

13. **ZONING ORDINANCE AMENDMENT 2016-20: REASONABLE ACCOMMODATION**

**Recommendation** – Motion to approve and amend the City of Taft Municipal Code entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-20, AN AMENDMENT TO TITLE 6 OF THE TAFT MUNICIPAL CODE ADDING A SECTION TO CHAPTER 11 REGARDING REASONABLE ACCOMMODATION STANDARDS CONSISTENT WITH FAIR HOUSING LAWS.**

14. **AGREEMENT WITH WESTSIDE HEALTH CARE DISTRICT FOR HEALTH CARE SERVICES FOR THE TAFT MODIFIED COMMUNITY CORRECTIONAL FACILITY**

**Recommendation** – Motion to approve agreement with the Westside Health Care District for health care services for the Taft Modified Community Correctional Facility (MCCF) and authorize the Mayor to sign.

15. **STREET CLOSURES FOR THE 2016 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 2016 CHAMBER OF COMMERCE CAR SHOW.**

16. **RESOLUTION TO DESIGNATE CONFLICT OF INTEREST STATEMENT FILERS AND ASSIGNMENT OF DISCLOSURE CATEGORIES PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**Recommendation** – Motion to accept and file the 2016 Local Agency Biennial Notice and adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DESIGNATING POSITIONS REQUIRED TO FILE CONFLICT OF INTEREST STATEMENTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974, ASSIGNING DISCLOSURE CATEGORIES AND REPEALING AND REPLACING RESOLUTION NO. 3634-14.**

17. **ENGINEERING CONTRACT AMENDMENT FOR STATE AND FEDERALLY FUNDED PROJECTS**

**Recommendation** – Motion to amend the contract with Helt Engineering for state and federal aid transportation projects for an additional two years.

18. **POLICY FOR STAFF NOTARIES**

**Recommendation** – Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE NOTARY PUBLIC POLICY FOR STAFF NOTARIES AS SECTION 128 OF THE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL.**

**19. ACCEPTING A DONATION OF 10 EACH - 6 FOOT, PARK STYLE BENCHES FROM THE EXECUTIVE BOARD OF OILDORADO, INC.**

**Recommendation** - Motion to adopt **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ACCEPTING A DONATION OF 10 EACH - SIX FOOT, PARK STYLE BENCHES FROM THE EXECUTIVE BOARD OF OILDORADO, INC. (APPROXIMATE VALUE \$12,000) FOR USE ALONG RAILS TO TRAILS IN THE CITY OF TAFT.**

**20. AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN**

**Recommendation** - Motion to establish and accept the ADA Transition Plan dated September 2016.

**21. PROFESSIONAL SERVICES AGREEMENT WITH GRAPHIC SOLUTIONS FOR CITYWIDE SIGN PROGRAM AND WAYFINDING**

**Recommendation** -

1. Motion to enter into a Professional Services Agreement with Graphic Solutions to finalize the Taft Citywide Sign Program and Wayfinding Project
2. Motion to approve a contract amount not to exceed \$20,000 from the General Fund.

**22. AGREEMENT WITH GOVINVEST**

**Recommendation** - Motion to approve the Mayor to execute the professional services agreement with GovInvest.

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**23. RESOLUTION IN OPPOSITION TO PROPOSITION 57**

**Recommendation** - Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DECLARING OPPOSITION TO PROPOSITION 57 - THE PUBLIC SAFETY AND REHABILITATION ACT.**

**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.

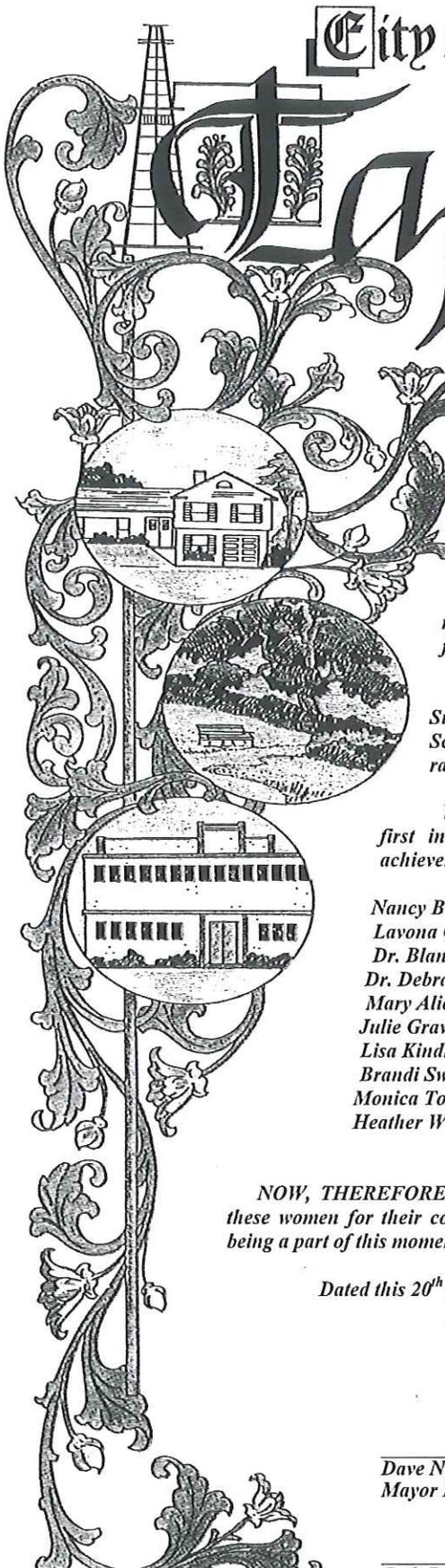
**AFFIDAVIT OF POSTING**

I, Darnell Porter, declare as follows:

That I am the Deputy City Clerk for 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 September 15, 2016, pursuant to 1987 Brown Act Requirements.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed September 15, 2016, at Taft, California.

Date/Time \_\_\_\_\_ Signature \_\_\_\_\_



City of  
**Taft**  
State of California

**PROCLAMATION**

*honoring*

**“WOMEN IN EDUCATION”**

*WHEREAS, education is vital to the success of our nation and women play a dynamic and crucial role in the field of education; and*

*WHEREAS, for the first time ever, the positions of Superintendent, Principal and Vice Principal in all Taft Schools are currently held by women, many of which were raised and educated in Taft themselves; and*

*WHEREAS, the City Council would like to recognize this first in Taft history and these women listed below for their achievements and their dedication to educating our children:*

<i>Nancy Bonner</i>	<i>Assistant Superintendent, Taft City School District</i>
<i>Lavona Callaghan</i>	<i>Principal, Roosevelt Intermediate School</i>
<i>Dr. Blanca Cavazos</i>	<i>Superintendent, Taft Union High School</i>
<i>Dr. Debra Daniels</i>	<i>Superintendent/President, Taft College</i>
<i>Mary Alice Finn</i>	<i>Principal, Taft Union High School</i>
<i>Julie Graves</i>	<i>Superintendent, Taft City School District</i>
<i>Lisa Kindred</i>	<i>Principal, Parkview and Conley Schools</i>
<i>Brandi Swearingin</i>	<i>Principal, Lincoln Junior High School</i>
<i>Monica Toro</i>	<i>Assistant Principal, Taft Union High School</i>
<i>Heather Ward</i>	<i>Principal, Jefferson and Taft Primary Schools</i>

*NOW, THEREFORE, the Taft City Council takes great pleasure in honoring these women for their continued commitment to excellence in local education and being a part of this momentous occasion in Taft Educational History.*

*Dated this 20<sup>th</sup> day of September, 2016.*

\_\_\_\_\_  
*Randy Miller, Mayor*

\_\_\_\_\_  
*Dave Noerr  
Mayor Pro Tem*

\_\_\_\_\_  
*Orchel Krier  
Council Member*

\_\_\_\_\_  
*Josh Bryant  
Council Member*

\_\_\_\_\_  
*Renee Hill  
Council Member*

City of  
**Taft**  
State of California

**PROCLAMATION  
Declaring**

**SEPTEMBER 2016**

**"PEDESTRIAN SAFETY  
AWARENESS MONTH"**

*WHEREAS, Pedestrians are the most vulnerable of roadway users, drivers and walkers alike, need to take care, watch for others, and share the road safely with everyone; and*

*WHEREAS, Every pedestrian deserves an effective, equitable and safe learning environment - getting safely to and from school is necessary if we are to attain that goal; and*

*WHEREAS, Fatalities and injuries to our students while getting to and from schools can be avoided each year if our community takes steps to make pedestrian safety a priority; and*

*WHEREAS, Motorists should be keenly aware of children walking to and from school and be especially cautious in and around school zones. They should slow down when approaching a school, abide by the 25 MPH posted speeds in school zones, and follow directions given by district personnel in student safety zones; and*

*WHEREAS, The observance of Pedestrian Safety Awareness Month in September encourages students, parents, educators, and other community members to realize the importance of slowing down in school zones and around school buses.*

*NOW, THEREFORE, BE IT PROCLAIMED, the City Council of the City of Taft, does hereby proclaim the month of September, 2016, as Pedestrian Safety Awareness Month and encourage all employees and citizens to participate in raising their awareness in the practice of safe and healthy behaviors in all aspects of their lives.*

Dated this 20<sup>th</sup> day of September, 2016.

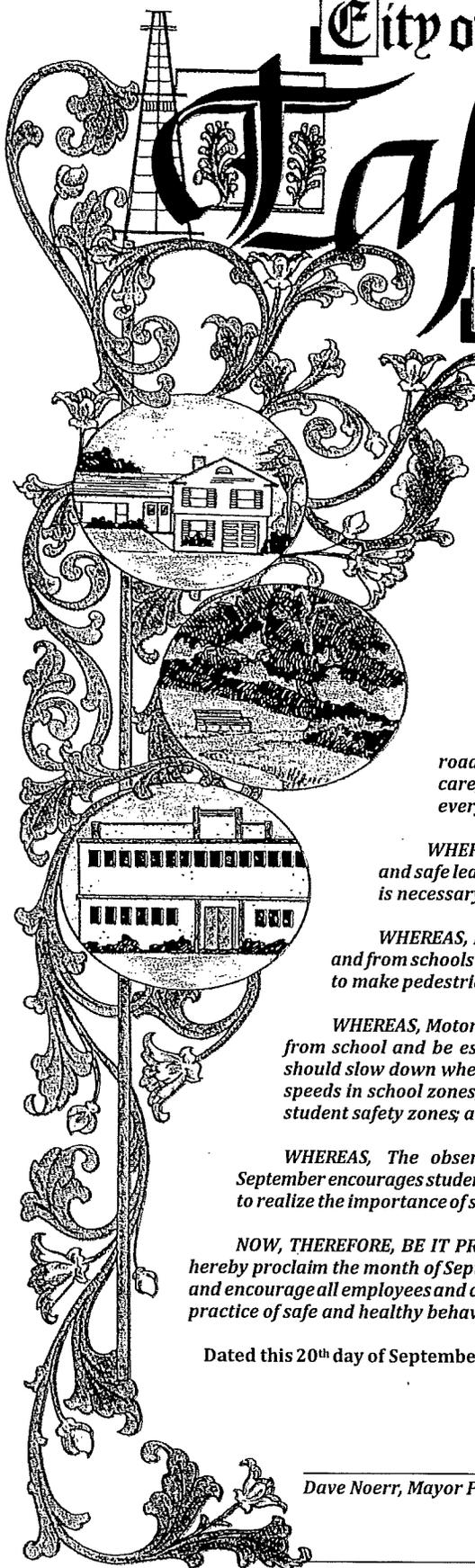
\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Dave Noerr, Mayor Pro Tem

\_\_\_\_\_  
Orchel Krier, Council Member

\_\_\_\_\_  
Josh Bryant, Council Member

\_\_\_\_\_  
Renee Hill, Council Member



**TAFT CITY COUNCIL/SUCCESSOR AGENCY  
MINUTES  
SEPTEMBER 6, 2016**

**REGULAR MEETING**

**6:00 P.M.**

The September 6, 2016, 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 Randy Miller at [6:03:25 PM](#). The Pledge of Allegiance was led by Mayor Pro Tem Noerr, followed by an invocation given by Scott Pearson of the First Baptist Church.

PRESENT: Mayor Randy Miller and Mayor Pro Tem Dave Noerr  
Council Members Orchel Krier, Josh Bryant and Renee Hill  
City Manager Craig Jones and City Attorney Jason Epperson  
City Clerk Yvette Mayfield

**1. PUBLIC HEARING - ZONING ORDINANCE AMENDMENT 2016-19: RESIDENTIAL DENSITIES**

The Public Hearing was opened at [6:07:00 PM](#) to receive testimony from proponents and opponents. Seeing none the Public Hearing was closed.

Motion: Moved by Hill, seconded by Bryant to approve an ordinance entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-19, AN AMENDMENT OF CHAPTERS 4 AND 5 OF TITLE 6 OF THE TAFT MUNICIPAL CODE REGARDING RESIDENTIAL DENSITIES** for first reading by title only and reading of such be waived.

AYES: Noerr, Krier, Bryant, Hill, Miller  
PASSED: 5-0

**2. PUBLIC HEARING - ZONING ORDINANCE AMENDMENT 2016-20: REASONABLE ACCOMMODATION**

The Public Hearing was opened at [6:11:24 PM](#) to receive testimony from proponents and opponents. Seeing none the Public Hearing was closed.

Motion: Moved by Hill, seconded by Bryant to approve an ordinance entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-20, AN AMENDMENT TO TITLE 6 OF THE TAFT MUNICIPAL CODE ADDING A SECTION TO CHAPTER 11 REGARDING REASONABLE ACCOMMODATION STANDARDS CONSISTENT WITH FAIR HOUSING LAWS** for first reading by title only and reading of such be waived.

AYES: Noerr, Krier, Bryant, Hill, Miller  
PASSED: 5-0

**3. CITIZEN REQUESTS/PUBLIC COMMENTS**

Dr. Kathy Orrin, Executive Director of the Taft Chamber of Commerce thanked the City for partnering with the Chamber in attending ICSC, displayed the banners used to represent the City at the event and shared information about upcoming local events.

**4. COUNCIL STATEMENTS (NON ACTION)**

Council Member Hill reminded everyone that school is back in session and to practice traffic safety. She also wanted to recognize that this year all local schools top administrators are women.

Council Member Krier shared that he attended last month's Kern COG meeting where there was a presentation given by San Joaquin Valley Air Pollution Control District.

Mayor Pro Tem Noerr shared that he would be speaking on the upcoming Ballot Measure items over the next few months leading up to the election.

Mayor Miller mentioned that of the women heading up the local schools many were raised and educated in Taft, spoke on electric cars as they pertain to Taft and encouraged everyone to support Taft.

**5. PLANNING COMMISSION REPORT**

Chairman Orrin reported that the Commission heard and passed forward to the Council the zoning amendments that were addressed in the public hearings in items 1 and 2.

**6. DEPARTMENT REPORTS**

Chief Whiting summarized his concerns with Proposition 57.

**7. CITY MANAGER STATEMENTS**

City Manager Jones shared:

- an article in the Fresno Bee relating to Proposition 57
- the Rails to Trails extension is nearing completion
- the 5<sup>th</sup> Street Plaza Project is in the design phase
- the Transit Station Project is almost ready to go out to bid
- the Waste Water Treatment Plant Project is progressing along and expected to complete in the next couple of months

**8. CITY ATTORNEY STATEMENTS**

There was none.

**9. FUTURE AGENDA REQUESTS**

Krier requested that Council invite Sayed Sadredin from San Joaquin Valley Air Control District to make a presentation. Hill concurred.

Hill Requested a Proclamation for Pedestrian Safety Month. Miller concurred.

Hill requested a Proclamation to recognize local women in education. Noerr concurred.

Miller requested an item be brought forth for the Council to oppose Proposition 57. Bryant concurred.

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**CONSENT CALENDAR ITEMS 10- 15**

**Motion:** Moved by Krier, seconded by Bryant to approve consent calendar items 10-15.

➤ Hill abstained from item 10.

**AYES:** Noerr, Krier, Bryant, Hill, Miller  
**PASSED:** 5-0

**10. MINUTES**  
August 16, 2016 Regular

**Recommendation** – Approve as submitted.

**11. PAYMENT OF BILLS**

Warrant#072916A	Check No. 83089-83111	\$ 52,646.33
Warrant#081216	Check No. 83189-83276	\$1,130,756.61
Warrant#081216A	Check No. 83277-83287	\$ 81,884.30
Warrant#081216	Check No. 83288-83290	\$ 434,760.93
Warrant#082216	Check No. 83291	\$ 128.00
Warrant#082616	Check No. 83292-83395	\$ 847,380.07
Warrant#082616A	Check No. 83396-83400	\$ 17,125.36
Warrant#082616	Check No. 83401-83403	\$ 1,778.55

**Recommendation** – Approve payment of the bills.

**12. PROFESSIONAL SERVICES AGREEMENT WITH GLADWELL GOVERNMENTAL SERVICES**

**Recommendation** – Motion to approve a professional services agreement with Gladwell Governmental Services Inc. in an amount of \$10,900 for services provided to update policies and procedure pertaining to records.

**13. PURCHASE OF FOUR (4) NEW 2017 CHEVROLET TAHOE PPV'S FOR THE POLICE DEPARTMENT**

**Recommendation** – Motion to approve the purchase of four 2017 Chevrolet Tahoe PPV's from Wondries Fleet Group for \$153,745.20 for the Police Department.

**14. KERN ECONOMIC DEVELOPMENT CORPORATION (EDC) ANNUAL MEMBERSHIP**

**Recommendation** – Motion to approve and appropriate \$5,000 from General Fund for Kern EDC annual membership investment.

**15. PARK AND RIDE PROGRAM SUPPLEMENT AGREEMENT NO. 019-N1**

**Recommendation** – Motion to adopt **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN PROGRAM SUPPLEMENT AGREEMENT NO. 019-N1 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 06-5193R;** (*Resolution No. 3783-16*) and allocate \$58,240 from Capital Reserves for the Park and Ride project on Supply Row between 4th street and 6th street.

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**16. CONSIDER RESOLUTION FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZE VOTING DELEGATE TO VOTE ACCORDINGLY**

Council Members discuss the resolution and the consensus was there seemed to be no benefit to the City of Taft to pass the resolution.

Motion: Moved by Bryant, seconded by Hill to direct Authorized Delegate to vote no on the resolution.

AYES: Noerr, Krier, Bryant, Hill, Miller  
PASSED: 5-0

At [6:58:56 PM](#) the regular meeting was recessed to closed session.

**CLOSED SESSION**

- A. CONFERENCE WITH LABOR NEGOTIATOR, CRAIG JONES, CITY MANAGER  
Government Code 54957.6 – All units
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9 (a) – Case Number S-1500-CV-282625
- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR, CRAIG JONES- CITY MANAGER  
Government Code Section 54956.8 – One (1) Undisclosed Parcel

➤ The City Council discussed in closed session those items agendized for closed session discussion and direction was given to staff.

**ADJOURNMENT** - With no further business to conduct the meetings were adjourned at 7:53 PM.

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Yvette Mayfield  
City Clerk

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Randy Miller  
Mayor

# ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON \_\_\_\_\_

\$1,083,161.28 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$92,463.73
35 04-HOME-0759	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$86.35
40 CDBG/ HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$0.00
50 CRIME PREVENTION	\$9.00
51 CCF FACILITY	\$91,629.56
53 CCF/INMATE WELFARE FUND	\$1.35
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$5,005.16
59 CENTRAL GARAGE	\$471.87
60 SEWER	\$1,546.50
61 REFUSE	\$282.80
62 TRANSIT	\$2,122.02
65 TCDA	\$0.00
67 TCDA / DEBT SRV FND	\$2.83
70 WWTP	\$658,704.55
71 WWTP/REPLACMNT RESERV	\$0.00
78 TRUST & AGENCY	\$786.23
81 CAPITAL PROJECTS	\$230,049.33
82 GRANT PROJECTS	\$0.00

TOTAL \$1,083,161.28

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
ACCOUNT CLERK I



CHRISTINE BAMFORD

WARRANT NO. 080916  
CHECK NUMBER 83404- 83484

DATE: 09/09/16

CITY COUNCIL

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**CITY OF TAFT, CA**  
**ACCOUNTS PAYABLE CHECK REGISTER**

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
83404	2016 12:00:00	PRINTED	26	ABATE-A-WEED	4.69
83405	2016 12:00:00	PRINTED	185	AMERICAN EXPRESS	261.50
83406	2016 12:00:00	PRINTED	300	ARAMARK CORRECTIONAL SERVICES, LLC	39,747.44
83407	2016 12:00:00	PRINTED	370	AUSTINS PEST CONTROL	160.00
83408	2016 12:00:00	PRINTED	12648	BAKER, ANITA	110.44
83409	2016 12:00:00	PRINTED	437	BC LABORATORIES, INC	900.00
83410	2016 12:00:00	PRINTED	10007	BEST WESTERN PLUS	7,773.88
83411	2016 12:00:00	PRINTED	646	BINKLEY, TERESA	134.00
83412	2016 12:00:00	PRINTED	12166	CHARLES & ROSEMARIS BISHOP	430.08
83413	2016 12:00:00	PRINTED	669	BOB BARKER COMPANY, INC.	3,810.20
83414	2016 12:00:00	PRINTED	715	BRIGHT HOUSE NETWORKS	340.01
83415	2016 12:00:00	PRINTED	715	BRIGHT HOUSE NETWORKS	223.76
83416	2016 12:00:00	PRINTED	728	BRLEYS A/C & HEATING	300.00
83417	2016 12:00:00	PRINTED	738	BROWN & REICH PETROLEUM INC.	1,476.67
83418	2016 12:00:00	PRINTED	758	BURT ELECTRIC COMPANY & COMMUNIC	1,456.00
83419	2016 12:00:00	PRINTED	915	CARQUEST AUTO PARTS	603.20
83420	2016 12:00:00	PRINTED	945	CDW GOVERNMENT, INC	783.50
83421	2016 12:00:00	PRINTED	1046	COMMUNICATION ENTERPRISES	250.00
83422	2016 12:00:00	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	608.25
83423	2016 12:00:00	PRINTED	1117	CORELOGIC SOLUTIONS, LLC.	312.50
83424	2016 12:00:00	PRINTED	1147	COUNTRY TIRE & WHEEL	69.95
83425	2016 12:00:00	PRINTED	1179	CUSHMAN CONTRACTING CORP.	589,902.25
83426	2016 12:00:00	PRINTED	10051	RHONDA TURNBAUGH	5,072.50
83427	2016 12:00:00	PRINTED	1224	THE DAILY MIDWAY DRILLER	62.40
83428	2016 12:00:00	PRINTED	1225	DAILY MIDWAY DRILLER	1,441.42
83429	2016 12:00:00	PRINTED	1647	ECOLAB INC.	268.75
83430	2016 12:00:00	PRINTED	1719	ENFINITY CENTRALVAL 6 LLC	18,420.04
83431	2016 12:00:00	PRINTED	1830	FASTENAL	61.08
83432	2016 12:00:00	PRINTED	1845	FEDERAL EXPRESS CORPORATION	79.61
83433	2016 12:00:00	PRINTED	1984	FERGUSON ENTERPRISES, INC.	27.31
83434	2016 12:00:00	PRINTED	10027	FRONTIER COMMUNICATIONS	1,632.10

**CITY OF TAFT, CA**  
**ACCOUNTS PAYABLE CHECK REGISTER**

Thursday, 8 September, 2

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
83435	2016 12:00:00	PRINTED	2061	GOLDEN EMPIRE CONCRETE	1,208.08
83436	2016 12:00:00	PRINTED	2005	GPS RIVER ROCK PRODUCTS CO.	13,968.80
83437	2016 12:00:00	PRINTED	2095	GRAINGER, INC.	34.26
83438	2016 12:00:00	PRINTED	2204	HdL SOFTWARE, LLC	4,526.98
83439	2016 12:00:00	PRINTED	2309	HIGH DESERT WIRELESSS BROADBAND C	3,699.75
83440	2016 12:00:00	PRINTED	2267	HELT ENGINEERING, INC.	9,538.50
83441	2016 12:00:00	PRINTED	2273	HENRY SCHEIN	886.77
83442	2016 12:00:00	PRINTED	2310	HERC RENTALS INC.	10,731.54
83443	2016 12:00:00	PRINTED	2391	HUGHES COMMUNICATIONS INC.	89.99
83444	2016 12:00:00	PRINTED	2677	JOHN R. WILSON, INC.	6,929.05
83445	2016 12:00:00	PRINTED	2671	BRENDA JOHNS	146.00
83446	2016 12:00:00	PRINTED	12737	KERN COUNTY ANIMAL CONTROL	395.00
83447	2016 12:00:00	PRINTED	2914	KERN ELECTRIC DIST.	29.99
83448	2016 12:00:00	PRINTED	2952	MIDWEST MOTOR SUPPLY CO., INC.	156.95
83449	2016 12:00:00	PRINTED	3398	MISSION LINEN SUPPLY	955.52
83450	2016 12:00:00	PRINTED	12307	MODERN MARKETING	663.32
83451	2016 12:00:00	PRINTED	3412	MONARCH FLEET SERVICES	349.46
83452	2016 12:00:00	PRINTED	3434	MOORE & ASSOCIATES	39.00
83453	2016 12:00:00	PRINTED	3594	MUTUAL OF OMAHA	434.38
83454	2016 12:00:00	PRINTED	3670	NEOFUNDS BY NEOPOST	982.91
83455	2016 12:00:00	PRINTED	3790	OFFICE DEPOT	785.54
83456	2016 12:00:00	PRINTED	4125	PACIFIC GAS & ELECTRIC	36,719.28
83457	2016 12:00:00	PRINTED	12507	PATTERSON, DONALD	1,602.89
83458	2016 12:00:00	PRINTED	4175	PENINSULA MESSENGER SERVICE OF CE	2,322.00
83459	2016 12:00:00	PRINTED	10050	ROSALIA PONCE	38.50
83460	2016 12:00:00	PRINTED	4427	POWERSTRIDE BATTERY CO. INC.	225.75
83461	2016 12:00:00	PRINTED	4457	PRENTICE & EPPERSON LLP	8,055.50
83462	2016 12:00:00	PRINTED	4454	PUBLIC EMPLOYEES' RETIREMENT SYSTE	40,741.53
83463	2016 12:00:00	PRINTED	4670	R.C. BECKER & SON, INC.	210,164.53
83464	2016 12:00:00	PRINTED	4845	RICHLAND CHEVROLET CO.	254.19
83465	2016 12:00:00	PRINTED	5150	MOLLY & BRUCE BUSACCA INC.	93.00

Thursday, 8 September, 2016

**CITY OF TAFT, CA**  
**ACCOUNTS PAYABLE CHECK REGISTER**

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
83466	2016 12:00:00	PRINTED	5134	SHERWIN WILLIAMS	72.40
83467	2016 12:00:00	PRINTED	5187	STATEWIDE TRAFFIC SAFETY & SIGNS	477.30
83468	2016 12:00:00	PRINTED	5242	STERICYCLE INC.	202.05
83469	2016 12:00:00	PRINTED	5280	SUPPLYWORKS	846.06
83470	2016 12:00:00	PRINTED	5374	TAFT C.C.F.	3,973.60
83471	2016 12:00:00	PRINTED	5315	TAFT DISTRICT CHAMBER OF COMMERCE	8,615.23
83472	2016 12:00:00	PRINTED	3179	THE TAFT INDEPENDENT	923.70
83473	2016 12:00:00	PRINTED	6140	VIBUL TANGPRAPHAPHORN,MD	207.00
83474	2016 12:00:00	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	26.99
83475	2016 12:00:00	PRINTED	10111	INTERSTATE BILLING SERVICE, INC.	387.53
83476	2016 12:00:00	PRINTED	5645	TRANS UNION LLC	96.78
83477	2016 12:00:00	PRINTED	5770	VERITIV OPERATING CO.	512.01
83478	2016 12:00:00	PRINTED	6105	VERIZON WIRELES	1,438.01
83479	2016 12:00:00	PRINTED	12706	VIVINT SOLAR DEVELOPER, LLC	352.73
83480	2016 12:00:00	PRINTED	6226	WALLACE GROUP	29,240.29
83481	2016 12:00:00	PRINTED	6400	WEST SIDE URGENT CARE	191.82
83482	2016 12:00:00	PRINTED	6482	WOODWORKER'S JOURNAL	10.00
83483	2016 12:00:00	PRINTED	6770	Z.A.P.	2,050.73
83484	2016 12:00:00	PRINTED	6788	ZEE MEDICAL SERVICE CO.	44.56
			<b>81 Checks</b>	<b>Cash Account Total:</b>	<b>1,083,161.28</b>

**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
26 - ABATE-A-WEED		714868	INV	6 12:00:00AM	\$4.69	83404	CVC-WASHERS/SPRINGS	10416 06200
185 - AMERICAN EXPRESS		211031-0916	INV	6 12:00:00AM	\$12.44	83405	ADM,PLG,TRN,FIN-TAPE/INK/STPLS/LBLS/PNCL	62462 09500
185 - AMERICAN EXPRESS		211031-0916	INV	6 12:00:00AM	\$15.82	83405	ADM,PLG,TRN,FIN-TAPE/INK/STPLS/LBLS/PNCL	10419 09500
185 - AMERICAN EXPRESS		211031-0916	INV	6 12:00:00AM	\$106.86	83405	ADM,PLG,TRN,FIN-TAPE/INK/STPLS/LBLS/PNCL	10413 06000
185 - AMERICAN EXPRESS		211031-0916	INV	6 12:00:00AM	\$126.38	83405	ADM,PLG,TRN,FIN-TAPE/INK/STPLS/LBLS/PNCL	10415 06000
300 - ARAMARK CORRECTIONAL SERVICES, LLC		2003838-155	INV	6 12:00:00AM	\$113.17	83406	PD-8/31/16 INMT MLSx33	10421 09000
300 - ARAMARK CORRECTIONAL SERVICES, LLC		2003838-154	INV	6 12:00:00AM	\$185.18	83406	PD-8/24/16 INMT MLSx54	10421 09000
300 - ARAMARK CORRECTIONAL SERVICES, LLC		2003838-153	INV	6 12:00:00AM	\$19,687.72	83406	MCCF-INMT MLS 8/18-8/24/16	51451 03020
300 - ARAMARK CORRECTIONAL SERVICES, LLC		2003838-156	INV	6 12:00:00AM	\$19,761.37	83406	MCCF-INMT MLS 8/25-8/31/16	51451 03020
370 - AUSTINS PEST CONTROL		082416PD	INV	6 12:00:00AM	\$30.00	83407	PD-MONTHLY PEST CONTROL SRVC	10421 05000
370 - AUSTINS PEST CONTROL		080416AC	INV	6 12:00:00AM	\$40.00	83407	AC-MNTHY PEST CONTROL SRVC	10431 05000
370 - AUSTINS PEST CONTROL		082916CCF	INV	6 12:00:00AM	\$90.00	83407	MCCF - 8/29/16 BIWKLY PST CNTRL	51451 05000
12648 - BAKER, ANITA		082616	INV	6 12:00:00AM	\$41.14	83408	FIN-REFUND S&R DEP/BUS CLOSED 6/30/13	60000 00209
12648 - BAKER, ANITA		082616	INV	6 12:00:00AM	\$69.30	83408	FIN-REFUND S&R DEP/BUS CLOSED 6/30/13	61000 00209
437 - BC LABORATORIES, INC		B243448	INV	6 12:00:00AM	\$40.00	83409	FEDWWTP-TOTAL COLIFORM	58458 03001
437 - BC LABORATORIES, INC		B244028	INV	6 12:00:00AM	\$40.00	83409	FEDWWTP-TOTAL COLIFORM	58458 03001
437 - BC LABORATORIES, INC		B244631	INV	6 12:00:00AM	\$40.00	83409	FEDWWTP-TOTAL COLIFORM	58458 03001
437 - BC LABORATORIES, INC		B243939	INV	6 12:00:00AM	\$55.00	83409	WWTP-EX/BOD/TOTAL SUSPNDD SOLIDS	70470 03001
437 - BC LABORATORIES, INC		B243731	INV	6 12:00:00AM	\$70.00	83409	FEDWWTP-TOAL COLIFORM/COURIER SRVC	58458 03001
437 - BC LABORATORIES, INC		B244383	INV	6 12:00:00AM	\$70.00	83409	FEDWWTP-TOTAL COLIFORM/COURIER SRVC	58458 03001
437 - BC LABORATORIES, INC		B243368	INV	6 12:00:00AM	\$95.00	83409	FEDWWTP-EC/BOD/TOTAL SUSPNDD SOLIDS	58458 03001
437 - BC LABORATORIES, INC		B244175	INV	6 12:00:00AM	\$95.00	83409	FEDWWTP-EX/BOD/TOTAL SUSPNDD SOLIDS	58458 03001
437 - BC LABORATORIES, INC		B244546	INV	6 12:00:00AM	\$95.00	83409	WWTP-EC/BOD/TOTAL SUSPNDD SOLIDS	70470 03001

**CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
437 - BC LABORATORIES, INC		B243452	INV	6 12:00:00AM	\$300.00	83409	FEDWWTP-AMMNA/EC/BOD/TTL SUSPND SLDS	58458 03001
10007 - BEST WESTERN PLUS		082416	INV	6 12:00:00AM	\$7,773.88	83410	CC-REBATE OF 30% ACTUAL TOT APR-JUN 2016	10311 00005
646 - BINKLEY, TERESA		083016	INV	6 12:00:00AM	\$134.00	83411	FIN-MNTRY TRNG-11/29-12/01/16	10419 02000
12166 - CHARLES & ROSEMARIS BISHOP		082616	INV	6 12:00:00AM	\$103.96	83412	FIN-REFUND S&R DEPOSIT 2012	61000 00209
12166 - CHARLES & ROSEMARIS BISHOP		082616	INV	6 12:00:00AM	\$326.12	83412	FIN-REFUND S&R DEPOSIT 2012	60000 00209
669 - BOB BARKER COMPANY, INC.		UT1000393325	INV	6 12:00:00AM	\$219.82	83413	MCCF-DNTL FLSS PCKTS/BGGIE,ZPLC,SML	51451 06900
669 - BOB BARKER COMPANY, INC.		UT1000392843	INV	6 12:00:00AM	\$286.64	83413	MCCF-JNS,BLU,DNM,54X32	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000393285	INV	6 12:00:00AM	\$443.37	83413	MCCF-SOAP/SHOES.BLK,SPR BOB/WHT SHEETS	51451 06900
669 - BOB BARKER COMPANY, INC.		UT1000393285	INV	6 12:00:00AM	\$772.16	83413	MCCF-SOAP/SHOES.BLK,SPR BOB/WHT SHEETS	51451 06750
669 - BOB BARKER COMPANY, INC.		UT1000392335	INV	6 12:00:00AM	\$908.38	83413	MCCF-PTCH TFT CA,500	51451 01500
669 - BOB BARKER COMPANY, INC.		UT1000393285	INV	6 12:00:00AM	\$1,179.83	83413	MCCF-SOAP/SHOES.BLK,SPR BOB/WHT SHEETS	51451 08000
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$1.93	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	67467 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$2.57	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10432 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$3.22	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	62462 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$6.44	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10433 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$8.36	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	58458 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$8.36	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	70470 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$9.00	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	60460 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$9.65	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	61461 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$12.87	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10424 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$20.83	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10420 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$27.65	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10412 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$28.05	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10413 02200

**CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$50.15	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10419 02200
715 - BRIGHT HOUSE NETWORKS		064050000916	INV	6 12:00:00AM	\$55.34	83414	CTY HALL-09/01-09/30/16 INTERNET SRVC	10415 02200
715 - BRIGHT HOUSE NETWORKS		063787300816	INV	6 12:00:00AM	\$95.59	83414	PD-08/30-09/29/16 INTERNET SRVC	10421 02200
715 - BRIGHT HOUSE NETWORKS		064052300916	INV	6 12:00:00AM	\$223.76	83415	MCCF- 9/2016 INTRNT SRVCS	51451 02200
728 - BRLEYS A/C & HEATING		10090	INV	6 12:00:00AM	\$300.00	83416	MCCF-OLD ICE MCHN MNTNC	51451 04000
738 - BROWN & REICH PETROLEUM INC.		29976	INV	6 12:00:00AM	\$21.29	83417	PLG/BLD-08/15-08/31/16 FUEL USAGE	10415 04250
738 - BROWN & REICH PETROLEUM INC.		29976	INV	6 12:00:00AM	\$45.63	83417	PLG/BLD-08/15-08/31/16 FUEL USAGE	10424 04250
738 - BROWN & REICH PETROLEUM INC.		29979	INV	6 12:00:00AM	\$57.42	83417	PD,AC-08/16-08/31/16 FUEL USAGE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		29978	INV	6 12:00:00AM	\$85.25	83417	MCCF-08/15-08/31/16 FUEL USAGE	51451 04250
738 - BROWN & REICH PETROLEUM INC.		29979	INV	6 12:00:00AM	\$1,267.08	83417	PD,AC-08/16-08/31/16 FUEL USAGE	10421 04250
758 - BURT ELECTRIC COMPANY & COMMUNICATIONS, INC.		16-0761	INV	6 12:00:00AM	\$1,456.00	83418	ADM-NEW DC CHARGER/SUPPLIES & LABOR	10413 09500
915 - CARQUEST AUTO PARTS		7305-201931	INV	6 12:00:00AM	\$2.12	83419	M-35 SPARK PLUG	10433 04200
915 - CARQUEST AUTO PARTS		7305-202203	INV	6 12:00:00AM	\$2.16	83419	CE-2 SPK PLUG NON FOULDER	10416 04200
915 - CARQUEST AUTO PARTS		7305-202164	INV	6 12:00:00AM	\$3.63	83419	CE-2 SPK PLUG NON FOULER	10421 04200
915 - CARQUEST AUTO PARTS		7305-202163	INV	6 12:00:00AM	\$4.82	83419	CE-2 SPARK PLUG-V POWER	10421 04200
915 - CARQUEST AUTO PARTS		7305-201101	INV	6 12:00:00AM	\$9.78	83419	ST-AIR FILTER HD	10433 04200
915 - CARQUEST AUTO PARTS		7305-201867	INV	6 12:00:00AM	\$24.75	83419	A-18 OIL/AIR FILTERS	10415 04200
915 - CARQUEST AUTO PARTS		7305-202036	INV	6 12:00:00AM	\$32.85	83419	T-25 OIL/AIR FITLERS/TT VALVE HI PRESS/HI PI	62462 04200
915 - CARQUEST AUTO PARTS		7305-201730	INV	6 12:00:00AM	\$43.09	83419	T-22 OIL/AIR FILTERS/DEX COOL FS	62462 04200
915 - CARQUEST AUTO PARTS		7305-202174	INV	6 12:00:00AM	\$53.37	83419	M-42 SUPER LEAK STOP/POLISH CMPND PREM	10433 04200
915 - CARQUEST AUTO PARTS		7305-201851	INV	6 12:00:00AM	\$65.10	83419	M-39 OIL/AIR FILTERS	10433 04200
915 - CARQUEST AUTO PARTS		7305-201971	INV	6 12:00:00AM	\$161.23	83419	TRN-R134A CYLINDER	62462 04200
915 - CARQUEST AUTO PARTS		7305-201803	INV	6 12:00:00AM	\$232.97	83419	P-35 ALTERNATOR-RMFD	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
915 - CARQUEST AUTO PARTS		7305-201807	CRM 6	12:00:00AM	-\$26.88	83419	P-35 ALTERNATOR-RMFD	10421 04200
915 - CARQUEST AUTO PARTS		7305-202225	CRM 6	12:00:00AM	-\$5.79	83419	CE-2 SPK PLUGNON FOULER	10416 04200
945 - CDW GOVERNMENT, INC		DSP4420	INV 6	12:00:00AM	\$224.70	83420	PD=ACER BMIDX LED LCD/RECY FEE	10421 04100
945 - CDW GOVERNMENT, INC		DTJ5915	INV 6	12:00:00AM	\$558.80	83420	PD-DELL OPTI 500GB 4GB/LOGI WRLS OPT COM	10421 04100
1046 - COMMUNICATION ENTERPRISES		1088704	INV 6	12:00:00AM	\$250.00	83421	PD-SITE RENTAL	10421 09850
1035 - COOPER'S TRUE VALUE HOME CENTER		357381	INV 6	12:00:00AM	\$1.03	83422	GAR-TUBING	58458 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		356865	INV 6	12:00:00AM	\$1.91	83422	T-22 REF ML THIN STY#2	62462 04200
1035 - COOPER'S TRUE VALUE HOME CENTER		357015	INV 6	12:00:00AM	\$2.11	83422	WWTP-WHT SLIP CAP	70470 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		357131	INV 6	12:00:00AM	\$4.28	83422	PD-FASHION WRIST COIL	10421 06000
1035 - COOPER'S TRUE VALUE HOME CENTER		356893	INV 6	12:00:00AM	\$5.15	83422	M-38 SAND DISC	10733 00005
1035 - COOPER'S TRUE VALUE HOME CENTER		357011	INV 6	12:00:00AM	\$5.46	83422	WWTP-VOC BLU PVC CEMENT/WHT CAP SLIP	70470 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		356787	INV 6	12:00:00AM	\$6.44	83422	MCCF-PRGMBL THRMST/DIAM BRD RPE/STWA	10421 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		357436	INV 6	12:00:00AM	\$6.44	83422	ST-CD UTILITY LOCK	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		357430	INV 6	12:00:00AM	\$6.74	83422	ST-SHORT GALV NIPPLE/GALV HEX BUSH/BLK	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		357008	INV 6	12:00:00AM	\$18.26	83422	ST-GT COP PISTOL NOZZLE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		357396	INV 6	12:00:00AM	\$25.78	83422	ST-PROCELL BATTERY 12PKxD	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		357055	INV 6	12:00:00AM	\$31.97	83422	ST-WA GAL FLT PAST BASE/FEE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		356984	INV 6	12:00:00AM	\$33.11	83422	MCCF-TNG OIL/PLY FNSH/PPLR DWL	51451 06950
1035 - COOPER'S TRUE VALUE HOME CENTER		357316	INV 6	12:00:00AM	\$34.36	83422	MCCF-17 GA TPRL/MPT STRGHT BIBB/MRCH C	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		357048	INV 6	12:00:00AM	\$35.70	83422	MS-3 GRY MTL PRMR/GLS DGRY PAINT/FLT CL	61461 04200
1035 - COOPER'S TRUE VALUE HOME CENTER		357130	INV 6	12:00:00AM	\$56.81	83422	AC-PROOF CHAIN/SWFFR WET JET KIT/PADLOC	10431 09500
1035 - COOPER'S TRUE VALUE HOME CENTER		356787	INV 6	12:00:00AM	\$80.89	83422	MCCF-PRGMBL THRMST/DIAM BRD RPE/STWA	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		356961	INV 6	12:00:00AM	\$251.81	83422	MCCF- LH DRLL&EXTCT ST/2X4 FIFTH AV CL T	51451 05000

**CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1117 - CORELOGIC SOLUTIONS, LLC.		81720678	INV	6 12:00:00AM	\$312.50	83423	ADM-REAL QUEST	10413 06000
1147 - COUNTRY TIRE & WHEEL		4003611	INV	6 12:00:00AM	\$69.95	83424	T-25 ALIGNMENT FRT DLY	62462 04200
1179 - CUSHMAN CONTRACTING CORP.		5	INV	6 12:00:00AM	-\$31,047.49	83425	WWTP-CNSTRCT/RETAINAGE	70000 00208
1179 - CUSHMAN CONTRACTING CORP.		5	INV	6 12:00:00AM	\$620,949.74	83425	WWTP-CNSTRCT/RETAINAGE	70670 10005
10051 - RHONDA TURNBAUGH		TA-2016-001	INV	6 12:00:00AM	\$5,072.50	83426	CCF-REVIEW GUIDES/EMLS/POLCIIES/PRE-AUI	51451 03000
1224 - THE DAILY MIDWAY DRILLER		4290-0816	INV	6 12:00:00AM	\$62.40	83427	ADM-MNTHLY SUBSCRPTN 2017	10413 02100
1225 - DAILY MIDWAY DRILLER		124138-0716	INV	6 12:00:00AM	\$127.50	83428	ADM,PD-PUNLIC SURPLUS AUCTION/CFFEE W.	10421 09500
1225 - DAILY MIDWAY DRILLER		124138-0716	INV	6 12:00:00AM	\$169.00	83428	ADM,PD-PUNLIC SURPLUS AUCTION/CFFEE W.	10413 08600
1225 - DAILY MIDWAY DRILLER		116449-0816	INV	6 12:00:00AM	\$170.34	83428	CTY CLK,ST-PRDINANCE/SKIDSTEER LEGAL/P/	10433 08600
1225 - DAILY MIDWAY DRILLER		124208-0816	INV	6 12:00:00AM	\$179.36	83428	PLG-ORDINANCE HEARINGS/ZONING ORDINAN	10415 08600
1225 - DAILY MIDWAY DRILLER		124164-0816	INV	6 12:00:00AM	\$244.12	83428	PSNL-JOB RECRUITMENT CLASS DSPLY	10420 06000
1225 - DAILY MIDWAY DRILLER		116449-0816	INV	6 12:00:00AM	\$551.10	83428	CTY CLK,ST-PRDINANCE/SKIDSTEER LEGAL/P/	10412 08600
1647 - ECOLAB INC.		2835569	INV	6 12:00:00AM	\$268.75	83429	MCCF-DISF CLNR	51451 06700
1719 - ENFINITY CENTRALVAL 6 LLC		200100008765	INV	6 12:00:00AM	\$2,422.81	83430	CVC-08/01-08/31/16 ENERGY USAGE	10416 08100
1719 - ENFINITY CENTRALVAL 6 LLC		200100008764	INV	6 12:00:00AM	\$2,978.88	83430	PD-08/01-08/31/16 ENERGY USAGE	10421 08100
1719 - ENFINITY CENTRALVAL 6 LLC		200100008762	INV	6 12:00:00AM	\$4,137.22	83430	FEDWWTP-08/01-08/31/16 ENERGY USAGE	58458 08100
1719 - ENFINITY CENTRALVAL 6 LLC		200100008766	INV	6 12:00:00AM	\$8,881.13	83430	WWTP-08/01-08/31/16 ENERGY USAGE	70470 08100
1830 - FASTENAL		CATAF33808	INV	6 12:00:00AM	\$61.08	83431	ST-WB WHITE/PWD GLOVES 50 CT	10433 06200
1845 - FEDERAL EXPRESS CORPORATION		5-532-87079	INV	6 12:00:00AM	\$10.86	83432	BLD,PSNL-POSTAGE	10420 06500
1845 - FEDERAL EXPRESS CORPORATION		5-525-81731	INV	6 12:00:00AM	\$16.06	83432	BLD,CTY CLK-POSTAGE	10412 06500
1845 - FEDERAL EXPRESS CORPORATION		5-532-87079	INV	6 12:00:00AM	\$23.08	83432	BLD,PSNL-POSTAGE	10424 06500
1845 - FEDERAL EXPRESS CORPORATION		5-525-81731	INV	6 12:00:00AM	\$29.61	83432	BLD,CTY CLK-POSTAGE	10424 06500
1984 - FERGUSON ENTERPRISES,INC.		1208021	INV	6 12:00:00AM	\$27.31	83433	ST-ADJ HYD WRCH/MALE GHT BRS ADPT	10433 06200

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
10027 - FRONTIER COMMUNICATIONS		SEP-2016-PD2	INV	6 12:00:00AM	\$71.29	83434	PD08/2/-09/27/16 PHONE SRVC	10421 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$108.91	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	62462 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$136.36	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	10415 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$136.36	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	10433 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$144.32	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	10419 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$171.47	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	10413 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$344.12	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	10421 02200
10027 - FRONTIER COMMUNICATIONS		SEP-2016	INV	6 12:00:00AM	\$519.27	83434	CITY HALL-08/25-09/24/16 PHONE SRVC	51451 02200
2061 - GOLDEN EMPIRE CONCRETE		1176997	INV	6 12:00:00AM	\$563.71	83435	ST-CHRRCH & LSSN-CEMENT	10433 06200
2061 - GOLDEN EMPIRE CONCRETE		117696	INV	6 12:00:00AM	\$644.37	83435	ST-CHRRCH & SUNSET-CEMENT	10433 06200
2005 - GPS RIVER ROCK PRODUCTS CO.		0058763-IN	INV	6 12:00:00AM	\$6,984.40	83436	WWTP-LOADER RENTAL 08/01-08/05/16	70470 10003
2005 - GPS RIVER ROCK PRODUCTS CO.		0058764-IN	INV	6 12:00:00AM	\$6,984.40	83436	WWTP-LOADER RENTAL 08/08-08/12/16	70470 10003
2095 - GRAINGER, INC.		9102108991	INV	6 12:00:00AM	\$61.42	83437	ST-BRONZE BALL VALVE INLINE/BRNZ BALL V	10433 04200
2095 - GRAINGER, INC.		9207858052	INV	6 12:00:00AM	\$88.79	83437	ST-SAFETY GLASSES	10433 06200
2095 - GRAINGER, INC.		91101576941	CRM	6 12:00:00AM	-\$115.95	83437	ST-BRASS BALL VALVE 3-WAY	10433 04200
2204 - HdL SOFTWARE, LLC		0010440-in	INV	6 12:00:00AM	\$754.50	83438	BLD-USE FS/PRMT TRCKNG-ANNL FS 09/01/16-C	10000 00206
2204 - HdL SOFTWARE, LLC		0010440-in	INV	6 12:00:00AM	\$3,772.48	83438	BLD-USE FS/PRMT TRCKNG-ANNL FS 09/01/16-C	10424 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		40386	INV	6 12:00:00AM	\$3,699.75	83439	MCCF-INSTLLN LBR/DATA DRP CMRA/DME CM	51451 04150
2267 - HELT ENGINEERING, INC.		016-363	INV	6 12:00:00AM	\$110.00	83440	PARK & RIDE-SRVC 07/16-07/31/16	81884 00005
2267 - HELT ENGINEERING, INC.		016-367	INV	6 12:00:00AM	\$172.50	83440	TRNST STATION-PLAN CHECK- 07/16-07/31/16	81883 00005
2267 - HELT ENGINEERING, INC.		016-362	INV	6 12:00:00AM	\$230.00	83440	ST-CHRRCH ST REHAB-SRVC 07/16-7/31/16	10733 00023
2267 - HELT ENGINEERING, INC.		016-366	INV	6 12:00:00AM	\$485.00	83440	ENG-PLAN CHECK P, #12176 FINAL MAP-07/16-C	10432 03000
2267 - HELT ENGINEERING, INC.		016-365	INV	6 12:00:00AM	\$1,666.00	83440	RAILS TO TRLS PHS IV-REIM/BSK ASSOC INV #1	81783 00007

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2267 - HELT ENGINEERING, INC.		016-364	INV	6 12:00:00AM	\$6,875.00	83440	RAILS TO TRAILS PHASE IV- 07/16-07/31/16	81783 00007
2273 - HENRY SCHEIN		33507307	INV	6 12:00:00AM	\$9.58	83441	MCCF-8/19/16 DME INSL CDC#AZ1778	51451 03009
2273 - HENRY SCHEIN		33620422	INV	6 12:00:00AM	\$70.47	83441	MCCF-8/23/16 MED SUPPL	51451 07260
2273 - HENRY SCHEIN		33480892	INV	6 12:00:00AM	\$366.33	83441	MCCF- 8/18/16 DNTL SUPPL	51451 07265
2273 - HENRY SCHEIN		33490383	INV	6 12:00:00AM	\$455.59	83441	MCCF- 8/19/16 MED SUPPL	51451 07260
2273 - HENRY SCHEIN		18119213	CRM	6 12:00:00AM	-\$15.20	83441	MCCF- 8/17/16 IBPRFN TBLTS CRDT	51451 07260
2310 - HERC RENTALS INC.		28754748-001	INV	6 12:00:00AM	\$4,427.90	83442	WWTP-WATER TRCK RENTAL	70470 10003
2310 - HERC RENTALS INC.		28754737-001	INV	6 12:00:00AM	\$6,303.64	83442	WWTP-WHEEL LOADER RENTAL	70470 10003
2391 - HUGHES COMMUNICATIONS INC.		B1-302223145	INV	6 12:00:00AM	\$89.99	83443	FEDWWTP-MNTHLY SRVC FEE	58458 02200
2677 - JOHN R. WILSON, INC.		2016-157	INV	6 12:00:00AM	\$6,929.05	83444	WWTP-CIVIL ENG/DRFTS PRSN/MILEAGE/SURV	70470 10003
2671 - BRENDA JOHNS		082916	INV	6 12:00:00AM	\$146.00	83445	PLG-TRNG PER DIEM/ICSC CONFR/08/30-09/01/1	10415 02000
12737 - KERN COUNTY ANIMAL CONTROL		24901	INV	6 12:00:00AM	\$5.00	83446	AC-KC DOG LIC/SZAWLOSKY	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24898	INV	6 12:00:00AM	\$15.00	83446	AC-KC DOG LIC/FIGUEROA	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24895	INV	6 12:00:00AM	\$15.00	83446	AC-KC DOG LIC/STALCUP	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24858-BAL	INV	6 12:00:00AM	\$30.00	83446	AC-KC DOG LIC/GONZALEZ REMAINDER BALN	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24893	INV	6 12:00:00AM	\$30.00	83446	AC-KC DOG LIC/GREGORY	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24900	INV	6 12:00:00AM	\$60.00	83446	AC-KC DOG LIC/LOPEZ	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24899	INV	6 12:00:00AM	\$120.00	83446	AC-KC DOG LIC/URIARTE	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24894	INV	6 12:00:00AM	\$120.00	83446	AC-KC DOG LIC/VASQUEZ	78000 00229
2914 - KERN ELECTRIC DIST.		548918	INV	6 12:00:00AM	\$29.99	83447	CVC-250W MOG BS MH LAMP	10416 06201
2952 - MIDWEST MOTOR SUPPLY CO., INC.		5106880	INV	6 12:00:00AM	\$66.65	83448	MCCF-M5-.80X12 TRX SEC. BH	51451 06730
2952 - MIDWEST MOTOR SUPPLY CO., INC.		5092608	INV	6 12:00:00AM	\$90.30	83448	MCCF-TRX SCRTY BT	51451 05000
3398 - MISSION LINEN SUPPLY		503210929	INV	6 12:00:00AM	\$32.67	83449	PD-MATS/TISS/BATT BLK	10421 06000

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3398 - MISSION LINEN SUPPLY		503162267	INV	6 12:00:00AM	\$84.52	83449	CVC-TWLS/MATS.NO BATT BLK	10416 06400
3398 - MISSION LINEN SUPPLY		503210931	INV	6 12:00:00AM	\$84.52	83449	CVC-TWLS/MATS/BATT BLK	10416 06400
3398 - MISSION LINEN SUPPLY		503266445	INV	6 12:00:00AM	\$84.52	83449	CVC-TWLS/MATS/BATT BLK	10416 06400
3398 - MISSION LINEN SUPPLY		503162265	INV	6 12:00:00AM	\$91.79	83449	PD-MATS/TISS/BATT BLK	10421 06000
3398 - MISSION LINEN SUPPLY		503162268	INV	6 12:00:00AM	\$94.93	83449	CVC-TWLS/DUST MOP/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		503210932	INV	6 12:00:00AM	\$94.93	83449	CVC-TWLS/DUST MOP/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		503266446	INV	6 12:00:00AM	\$94.93	83449	CVC-TWLS/DUST MOPS	10416 06400
3398 - MISSION LINEN SUPPLY		503162269	INV	6 12:00:00AM	\$97.57	83449	CVC-TWLS/DUST MOPS/MATS/CANLINERS	10416 06400
3398 - MISSION LINEN SUPPLY		503210933	INV	6 12:00:00AM	\$97.57	83449	CVC-TWLS/DUST MOPS/MATS/CANLINERS	10416 06400
3398 - MISSION LINEN SUPPLY		503266447	INV	6 12:00:00AM	\$97.57	83449	CVC-TWLS/DUST MOPS/MATS/CANLINERS	10416 06400
12307 - MODERN MARKETING		MM1117478	INV	6 12:00:00AM	\$269.67	83450	PD-BADGE SHAPED STICKER	10421 06000
12307 - MODERN MARKETING		MM1117393	INV	6 12:00:00AM	\$393.65	83450	PD-PD ACTVTY CRDS/POLICE TRVL MUG/SUBV	10421 06000
3412 - MONARCH FLEET SERVICES		207836	INV	6 12:00:00AM	\$20.00	83451	M-39 BALANCE TWO TIRES	10433 04200
3412 - MONARCH FLEET SERVICES		207835	INV	6 12:00:00AM	\$329.46	83451	M-39 P275/55R20x2/FEES	10433 04200
3434 - MOORE & ASSOCIATES		16:3696	INV	6 12:00:00AM	\$39.00	83452	TRN-DAR ID CARDS JULY & AUG 2016	62462 03001
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$0.30	83453	09/16 LIFE INSURANCE PREMIUMS	38438 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$0.90	83453	09/16 LIFE INSURANCE PREMIUMS	10432 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$0.90	83453	09/16 LIFE INSURANCE PREMIUMS	67467 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$1.35	83453	09/16 LIFE INSURANCE PREMIUMS	53453 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$2.85	83453	09/16 LIFE INSURANCE PREMIUMS	58458 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$2.85	83453	09/16 LIFE INSURANCE PREMIUMS	60460 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$2.85	83453	09/16 LIFE INSURANCE PREMIUMS	70470 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$3.00	83453	09/16 LIFE INSURANCE PREMIUMS	10424 01441

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$3.00	83453	09/16 LIFE INSURANCE PREMIUMS	10425 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$5.25	83453	09/16 LIFE INSURANCE PREMIUMS	59459 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$5.25	83453	09/16 LIFE INSURANCE PREMIUMS	61461 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$6.00	83453	09/16 LIFE INSURANCE PREMIUMS	10431 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$6.45	83453	09/16 LIFE INSURANCE PREMIUMS	10416 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$6.75	83453	09/16 LIFE INSURANCE PREMIUMS	10412 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$7.46	83453	09/16 LIFE INSURANCE PREMIUMS	10419 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$9.00	83453	09/16 LIFE INSURANCE PREMIUMS	50450 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$9.27	83453	09/16 LIFE INSURANCE PREMIUMS	10420 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$9.90	83453	09/16 LIFE INSURANCE PREMIUMS	10415 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$11.58	83453	09/16 LIFE INSURANCE PREMIUMS	10413 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$18.00	83453	09/16 LIFE INSURANCE PREMIUMS	10433 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$20.86	83453	09/16 LIFE INSURANCE PREMIUMS	62462 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$66.00	83453	09/16 LIFE INSURANCE PREMIUMS	10421 01441
3594 - MUTUAL OF OMAHA		000562323892	INV	6 12:00:00AM	\$234.61	83453	09/16 LIFE INSURANCE PREMIUMS	51451 01441
3670 - NEOFUNDS BY NEOPOST		081916	INV	6 12:00:00AM	\$982.91	83454	MCCF- 8/19/16 POSTAGE	51451 06500
3790 - OFFICE DEPOT		857141100001	INV	6 12:00:00AM	\$12.45	83455	MCCF-JRNL,PSSWRD,6X3	51451 06000
3790 - OFFICE DEPOT		858175212001	INV	6 12:00:00AM	\$23.16	83455	PD-AIRFRESHNERx6	10421 06000
3790 - OFFICE DEPOT		837932210001	INV	6 12:00:00AM	\$36.97	83455	PD-USB DRIVE/TWST TURN USB	10421 06000
3790 - OFFICE DEPOT		837932209001	INV	6 12:00:00AM	\$42.98	83455	PD-CENTON DATASTICK PRO	10421 06000
3790 - OFFICE DEPOT		857140922001	INV	6 12:00:00AM	\$46.41	83455	MCCF-STMP,XPL/RFL,XSTMPR,BLK	51451 06000
3790 - OFFICE DEPOT		858175304001	INV	6 12:00:00AM	\$76.01	83455	PD-TLT CLNR/PLEDGE/MGNT CLIPS/MGNTS HV	10421 06000
3790 - OFFICE DEPOT		858161632001	INV	6 12:00:00AM	\$113.70	83455	MCCF-TPE, INVSBL/TPE MP CLR/PPR CPY	51451 06000

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3790 - OFFICE DEPOT		857141099001	INV	6 12:00:00AM	\$433.86	83455	MCCF-FLE, VRTCL,4DRWR/PURLL ORGNL/BKC	51451 06000
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$18.68	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	60460 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$27.46	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	10421 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$80.65	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	38438 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$302.65	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	10416 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$336.69	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	59459 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$418.50	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	10433 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$431.61	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	10431 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$468.49	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	62462 08100
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$610.77	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	10416 08101
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$6,996.78	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	10433 08000
4125 - PACIFIC GAS & ELECTRIC		3980-0916	INV	6 12:00:00AM	\$27,027.00	83456	CITY HALL-07/19-08/17/16 ENERGY USAGE	51451 08100
12507 - PATTERSON, DONALD		08/28/16	INV	6 12:00:00AM	\$1,602.89	83457	ADM-EV CHRNGNG STATION INSTALLATION	10413 09500
4175 - PENINSULA MESSENGER SERVICE OF CENTRAL CA., INC.		62486	INV	6 12:00:00AM	\$2,322.00	83458	MCCF-PHRMCTCLS FROM WSP	51451 06200
10050 - ROSALIA PONCE		083116	INV	6 12:00:00AM	\$38.50	83459	FIN-RFND ALCHL PERMIT DEP	78000 00229
4427 - POWERSTRIDE BATTERY CO. INC.		B86825	INV	6 12:00:00AM	\$225.75	83460	T-14 RELCO 31 STUD	62462 04200
4457 - PRENTICE & EPPERSON LLP		1054	INV	6 12:00:00AM	\$55.50	83461	CTY ATT-332 WOODROW AVE/SRVC THRU 8/30	10414 03000
4457 - PRENTICE & EPPERSON LLP		1053	INV	6 12:00:00AM	\$8,000.00	83461	CTY ATT-SRVC THOU 08/30/16	10414 03000
4454 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM		9-2016-3	INV	6 12:00:00AM	\$40,741.53	83462	PERS FOR P/R 08/15-08/28/16	10000 00212
4670 - R.C. BECKER & SON, INC.		11462	INV	6 12:00:00AM	-\$11,061.30	83463	RAILS TO TRAILS PHASE IV	10000 00202
4670 - R.C. BECKER & SON, INC.		11462	INV	6 12:00:00AM	\$221,225.83	83463	RAILS TO TRAILS PHASE IV	81783 00006
4845 - RICHLAND CHEVROLET CO.		102635	INV	6 12:00:00AM	\$22.76	83464	M-23 LINK	10433 04200
4845 - RICHLAND CHEVROLET CO.		102613	INV	6 12:00:00AM	\$231.43	83464	T-22 HEADLAMP	62462 04200

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5150 - MOLLY & BRUCE BUSACCA INC.		09/01/16	INV	6 12:00:00AM	\$93.00	83465	PD-MNTHLY MNTRNG W/ RADIO BACKUP 09/01/16	10431 02200
5134 - SHERWIN WILLIAMS		8930-0	INV	6 12:00:00AM	\$72.40	83466	ST-RAC 5 TIPS/DRWSTNG STRNR 3PK	10733 00005
5187 - STATEWIDE TRAFFIC SAFETY & SIGNS		12003811	INV	6 12:00:00AM	\$477.30	83467	ST-GALV POST	10433 06200
5242 - STERICYCLE INC.		3003550353	INV	6 12:00:00AM	\$202.05	83468	MCCF-STRI SFE MNTHLY/HZRDS DSPSL	51451 07260
5280 - SUPPLYWORKS		376110474	INV	6 12:00:00AM	\$846.06	83469	MCCF - OPTMA TSSUE/LO-D LNR/NW BR MPS	51451 06600
5374 - TAFT C.C.F.		090116	INV	6 12:00:00AM	\$3,973.60	83470	MCCF - 9/1/16 INMT RLS FNDS	51451 09000
5315 - TAFT DISTRICT CHAMBER OF COMMERCE		082616	INV	6 12:00:00AM	\$8,615.23	83471	CC-TOT APR-JUN 2016	10411 09300
3179 - THE TAFT INDEPENDENT		161	INV	6 12:00:00AM	\$50.00	83472	PD-COFFE W/ A COP 08/25 AND 9/2/16	10421 09500
3179 - THE TAFT INDEPENDENT		165	INV	6 12:00:00AM	\$83.70	83472	CC-ADV NTCE 9/6/16 MTG	10411 09200
3179 - THE TAFT INDEPENDENT		160	INV	6 12:00:00AM	\$260.00	83472	ST-DSPLY AD PAVING BID RFP PUBLSHD 8/25 & 8/26/16	10433 08600
3179 - THE TAFT INDEPENDENT		1009	INV	6 12:00:00AM	\$260.00	83472	ST-RFP FOR MODEL SKID LOADER AD 8/26 & 9/2/16	10433 08600
3179 - THE TAFT INDEPENDENT		159	INV	6 12:00:00AM	\$270.00	83472	PSNL-CLSFD AD-MTPL PSTNS NURSE CORR-08/25/16	10420 08600
6140 - VIBUL TANGPRAPHAPHORN,MD		090116	INV	6 12:00:00AM	\$95.00	83473	TRN,PSNL-RCKSN DOT/ALCHL-MCFE DOT-MLL	62462 02500
6140 - VIBUL TANGPRAPHAPHORN,MD		090116	INV	6 12:00:00AM	\$112.00	83473	TRN,PSNL-RCKSN DOT/ALCHL-MCFE DOT-MLL	10420 02500
5609 - TELEPACIFIC COMMUNICATIONS		82034605-0	INV	6 12:00:00AM	\$26.99	83474	PD-09/16 LONG DISTANCE SRVC	10421 02200
10111 - INTERSTATE BILLING SERVICE, INC.		SK02215	INV	6 12:00:00AM	\$387.53	83475	T-21 REAR AC SHUTTING OFF/LABOR	62462 04200
5645 - TRANS UNION LLC		08611617	INV	6 12:00:00AM	\$26.78	83476	PSNL-CRDT SMMRY/EMPL CRD/ID MSMTCH/CI	10420 02000
5645 - TRANS UNION LLC		08603092	INV	6 12:00:00AM	\$70.00	83476	PD-MEMBERSHIP DUES	10421 02000
5770 - VERITIV OPERATING CO.		619-36463370	INV	6 12:00:00AM	\$512.01	83477	CVC-BLCH/BTH TSS/DISINFCT/AIR FRSHNRS	10416 06400
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$5.32	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10420 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$5.40	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	38438 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$13.00	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10432 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$13.68	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10413 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		9770447758	INV	6 12:00:00AM	\$15.71	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	58458 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$15.71	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	60460 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$15.71	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	70470 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$38.01	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10419 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$58.94	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	61461 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$68.99	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10416 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$81.39	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10424 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$81.39	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10425 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$115.08	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	59459 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$205.50	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	62462 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$270.63	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	51451 02200
6105 - VERIZON WIRELES		9770447758	INV	6 12:00:00AM	\$433.55	83478	CITY HALL-07/17-08/16/16 PHONE SRVC	10433 02200
12706 - VIVINT SOLAR DEVELOPER, LLC		083116	INV	6 12:00:00AM	\$352.73	83479	FIN-REFUND DBL PYMNT BLD PERMT #B16-000	78000 00229
6226 - WALLACE GROUP		41934	INV	6 12:00:00AM	\$1,133.00	83480	WWTP-SCADA PRJ THRU JUN 30, 2016	60660 10001
6226 - WALLACE GROUP		41935	INV	6 12:00:00AM	\$4,264.50	83480	WWTP-SLUDGE REMOVAL THRU JUN 30,2016	70470 10003
6226 - WALLACE GROUP		41933	INV	6 12:00:00AM	\$23,842.79	83480	WWTP-IMPRVMNT PRJ THRU JUN 16	70670 10005
6400 - WEST SIDE URGENT CARE		MISC 0716	INV	6 12:00:00AM	\$191.82	83481	MCCF-OPTIMAL INVOICE P330981	51451 02200
6482 - WOODWORKER'S JOURNAL		081916	INV	6 12:00:00AM	\$10.00	83482	MCCF- MGZN SBSCRPTN	51451 02100
6770 - Z.A.P.		45321	INV	6 12:00:00AM	\$2,050.73	83483	ST-H.I.P. SIGNS/PENT SIGN	10433 06200
6788 - ZEE MEDICAL SERVICE CO.		34-203146	INV	6 12:00:00AM	\$14.85	83484	TRN,GAR,ST-MEDCL SPPLS-PRXD/EYE DRPS/AI	10433 06200
6788 - ZEE MEDICAL SERVICE CO.		34-203146	INV	6 12:00:00AM	\$14.85	83484	TRN,GAR,ST-MEDCL SPPLS-PRXD/EYE DRPS/AI	59459 06200
6788 - ZEE MEDICAL SERVICE CO.		34-203146	INV	6 12:00:00AM	\$14.86	83484	TRN,GAR,ST-MEDCL SPPLS-PRXD/EYE DRPS/AI	62462 06200

1:28 pm  
Thursday, 8 September, 20

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
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\$1,083,161.28



**\*SECOND READING\***

# City of Taft Agenda Report

**DATE:** September 20, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**ZONING ORDINANCE AMENDMENT 2016-19: RESIDENTIAL DENSITIES**

**SUMMARY STATEMENT:**

On December 15, 2015, the City Council adopted Resolution No. 3732-15 approving the Housing Element Update for years 2015 through 2023. The properties identified on the Adequate Site Inventory List for future housing projects discovered that many of the residential development opportunities could produce more units if the residential densities of each Zone District were increased to match that of the General Plan. Despite the inconsistency, the Adequate Site Inventory List found a surplus number of properties to meet the City of Taft’s Regional Housing Need Allocation (RHNA). The Housing Element Update list of programs included a task (Program #4 Zoning Ordinance Review) to amend the Zoning Ordinance to increase the residential densities of the Zone Districts to match their corresponding Land Use designation of the General Plan.

Attached are the proposed amendments to Chapters 4 and 5 of the Zoning Ordinance that amend the densities discussed above. Chapter 5 includes amendments that no longer allow residential uses in the General Commercial (GC) zone district, an additional section briefly discussing the residential density allowances in the Downtown Commercial (DC) and Mixed Use (MU) zone districts and other residential uses allowed with commercial development.

Therefore, staff recommends that the City Council hold a public hearing and approve Zoning Ordinance Amendment No. 2016-19, an amendment of Chapters 4 and 5 of Title 6 of the Taft Municipal Code regarding Residential Densities.

**RECOMMENDED ACTION:**

Motion to approve and amend the City of Taft Municipal Code entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-19, AN AMENDMENT OF CHAPTERS 4 AND 5 OF TITLE 6 OF THE TAFT MUNICIPAL CODE REGARDING RESIDENTIAL DENSITIES.**

**FUNDING SOURCE:** N/A

**ATTACHMENT (Y/N):** Ordinance

**PREPARED BY:** Mark Staples, Director, Planning & Community Development

**REVIEWED BY:**

<b>CITY CLERK:</b>	<b>FINANCE DIRECTOR:</b>	<b>CITY MANAGER:</b>
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-19, AN AMENDMENT OF CHAPTERS 4 AND 5 OF TITLE 6 OF THE TAFT MUNICIPAL CODE REGARDING RESIDENTIAL DENSITIES**

**WHEREAS**, California Government Code Section 65800 provide 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 Zoning Ordinance to address changing conditions within the City; and

**WHEREAS**, the Taft City Council adopted Resolution No. 3732-15 approving Taft's Housing Element Update, which identified inconsistencies between the residential densities allowed in the General Plan and in the Zoning Ordinance; and

**WHEREAS**, the Housing Element Update included Housing Program #4 that directed City staff to review and amend the Zoning Ordinance to increase the allowable residential densities to match those allowed by the corresponding General Plan Land Use designations; and

**WHEREAS**, the Planning Commission reviewed and commented on a draft ordinance amending Chapters 4 and 5 of Title VI of the Taft Municipal Code at its regular meeting on August 17, 2016; and

**WHEREAS**, the Planning Commission studied and considered the written findings for approval of Zoning Ordinance Amendment No. 2016-19, City Staff's written and oral reports, and all public testimony before making a decision on this request; and

**WHEREAS**, the Planning Commission voted 4-0 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**

**TABLE 4.B  
SITE DEVELOPMENT STANDARDS**

	<b>RS (Large Lot)</b>	<b>RS</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>
Maximum density (dwelling units per acre)	1.0	2.5	<del>5.0</del> <u>7.0</u>	<del>14.0</del> <u>15.0</u>	<del>24.0</del> <u>29.0</u>
Minimum lot area (net area in square feet):					
Interior lot	40,000 (1 acre average)	20,000	6,000	9,000	12,000
Corner lot	40,000 (1 acre average)	20,500	6,250	9,250	12,250
Minimum lot width:					
Interior lot	135' (150' average)	80'	60'	75'	90'
Corner lot	150'	100'	65'	80'	100'
Minimum lot depth:					
Lot is greater than 20,000 square feet	200'	130'	100'	100'	100'
Lot is less than 20,000 square feet	150'	125'	100'	100'	100'
Minimum front yard setback:					
Lot adjacent to a straight street	40'	30'	25'	20'	20'
Lot less than 20,000 square feet adjacent to straight street	35'	25'	25'	20'	20'
Cul-de-sac lot or knuckle lot	40'	20'	20'	20'	20'
Minimum interior side yard setback:					
1 story	20'	15'	5'	5'	5'
Any portion of a structure exceeding 1 story	20'	15'	10'	10'	10'
Minimum street side yard setback:					
Corner lot	30'	15'	10'	10'	10'
Reverse corner lot	30'	15'	15'	15'	15'

Minimum rear yard setback:					
Lot with alley	15'	10'	5'	5'	5'
Lot with no alley	40'	25'	15'	15'	15'
Maximum lot coverage	25%	30%	40%	50%	60%
Maximum height for buildings and structures	35'	35'	35'	35'	45'
Minimum distance between buildings	10'	10'	10'	10'	10'
Minimum dwelling unit size (square feet)	1,850	1,450	1,000	850	850

SECTION 2

**6-5-3: USE REGULATIONS:**

Identified on table 5.A of this section are those land uses or activities that may be permitted in each commercial zone district, permitted subject to an approved conditional use permit or prohibited. This table also indicates the development procedure and the approval type by which each listed land use or activity may be permitted in each commercial zone district. (Ord. 805-14, 7-1-2014)

TABLE 5.A  
 USES PERMITTED WITHIN COMMERCIAL ZONE DISTRICTS

Legend:

P = Permitted subject to consistency assessment

C = Permitted subject to approval of a conditional use permit application

X = Not permitted in this district

Use	MU	GC	DC
Residential uses:			
Emergency shelters	X	X	X
Multi-family residential dwellings	C	<del>C</del>	C
Residence in conjunction with a business	C	<del>C</del>	C
Single-family residential dwellings	X	X	X

Supportive housing	C	<del>EX</del>	C
Transitional housing	C	<del>EX</del>	C
Temporary uses:			
Temporary uses as prescribed in section <a href="#">6-2-10</a> of this title, are permitted subject to issuance of a temporary use permit	P	P	P
Other uses similar to, and no more objectionable than, the uses identified above, shall be reviewed per the process required by the similar use, as determined by the planning commission			

(Ord. 805-14, 7-1-2014; amd. Ord. 812-15, 7-7-2015; Ord. 813-15, 7-7-2015; Ord. 814-15, 7-7-2015)

#### 6-5-4: SITE DEVELOPMENT STANDARDS:

(A) General Requirements: Table 5.B of this section describes the minimum site development standards applicable to proposed and existing development in all commercial zone districts. All commercial development shall conform to the standards established in this section.

1. A development or commercial center may, for purposes of meeting the minimum site size standards, consist of a combination of parcels whose total net acreage meets the minimum site size criteria; provided, that the design for the entire site is integrated and unified.
2. In addition to the minimum standards established in table 5.B of this section, developments within the commercial zone districts shall also comply with the special requirements contained in subsection (B) of this section, [chapter 13](#), "Performance Standards", of this title, other city regulations and ordinances, and the city general plan.

TABLE 5.B  
COMMERCIAL SITE DEVELOPMENT MINIMUM STANDARDS

Requirement	GC	DC	MU
Minimum site area (square feet, net)	6,500	5,000	12,500 <sup>1</sup>
Minimum site width, in feet	65	50	65
Minimum site depth, in feet	100	100	100
Front building setback, in feet	0	0	0
Side street building setback area, street sides, in feet	0	0	0
Rear setback	0	0	0
Maximum floor area ratio	0.50	0.85	0.85

Building height, in feet, maximum (may be exceeded with an approved conditional use permit)	45	35	45
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Note:

1. Refer to exception at subsection (C)4 of this section.

(B) Special Requirements:

1. All uses in the commercial districts shall comply with the provisions of section [6-11-29](#), "Screening Requirements", of this title, and shall provide street side landscaping as required by the planning director.
2. Where off street parking areas in the general commercial zone districts are situated in a visual corridor, as may be defined in a precise plan adopted by the city council, screening, such as a landscaped earthen berm or decorative wall no less than two feet (2') in height, shall be erected between the street right of way and the parking area.
3. In all commercial zone districts, no external security bars shall be permitted on structures.
4. Parking for each use shall comply with the provisions of [chapter 14](#) of this title.

(C) Exceptions:

1. The creation of new lots within the commercial zone districts shall conform to the minimum allowable dimensions, except in the case of commercial condominium lots or lots within a shopping center, in which case no minimums are established, provided the commercial development is consistent with other requirements of this title and applicable city standards, regulations and ordinances.
2. Parcels created within shopping centers are exempt from the site development standards stated herein, as they relate to minimum site areas, and minimum lot width and depth, as long as a conceptual development plan for the entire center has been approved and if appropriate easements for reciprocal access parking and maintenance are provided.
3. When abutting a residentially zoned district, the front, side and rear yard setbacks of that residentially zoned district shall apply to the commercial development abutting that residentially zoned district.
4. In the MU zone district, the lot size may be reduced to the same size of the GC zone district (6,500 square feet); provided, that no multiple-family units are proposed for the project site.

(D) Vacant Building Registration: Vacant or abandoned residential and nonresidential buildings are subject to the vacant building registration requirements per section [6-11-39](#) of this title and title III, [chapter 4.3](#) of this code.

(E) Fences and Walls: Walls, for the purpose of visual screening and sound attenuation, shall be required between nonresidential uses and any adjacent residential use or residentially zoned property, or where more sensitive adjacent land uses exist. Maximum height shall be six feet (6'), except within the required front yard or street side yard setback area where the

maximum height shall be forty inches (40"). Fences and walls shall be in compliance with section [6-11-9](#) of this title. (Ord. 805-14, 7-1-2014)

(F) Residential Uses in Commercial Zone Districts

1. Multi-Family Residential and Mixed Use Residential developments in the MU and DC zone districts are allowed a maximum residential density of 29 dwelling units per acre (29 du/ac) consistent with the Mixed Use land use designation of the General Plan.
2. A residence, on the first or ground floor of a commercial unit, in conjunction with business is conditionally allowed when the property owner, business operator, and resident are the same person(s). In such cases, the residential and commercial uses shall comply with all requirements of the California Building Code.

SECTION 3

The proposed amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) as set forth in Section 15061(b)(3) of the CEQA Guidelines as the proposed amendment will have no significant effect on the environment.

SECTION 4

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections of this Resolution. The Planning Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5

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.

**PASSED AND ADOPTED** on this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Randy Miller, Mayor

Attest:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

Approved as to form:

\_\_\_\_\_  
Jason Epperson, City Attorney

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

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Ordinance had its first reading on September 6, 2016, and had its second reading on September 20, 2016, and was passed by the following vote:

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

\_\_\_\_\_  
Yvette Mayfield, City Clerk



\*SECOND READING\*

# City of Taft Agenda Report

**DATE:** September 20, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**ZONING ORDINANCE AMENDMENT 2016-20: REASONABLE ACCOMMODATION**

**SUMMARY STATEMENT:**

The federal Fair Housing Amendments Act of 1988 and California's Fair Employment and Housing Act prohibit discrimination against individuals with disabilities in housing and require that cities and counties take affirmative action to eliminate regulations and practices that deny housing opportunities to individuals with disabilities. More specifically, fair housing laws require that cities and counties provide individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, practices and procedures.

Attached is the proposed amendment to Chapter 11 of the Zoning Ordinance for Reasonable Accommodation. The new Section 6-11-24 includes text from a model ordinance developed by the Mental Health Advocacy Services, Inc. from September 2003. The model ordinance was recommended by the state office of Housing and Community Development (HCD) during the Taft Housing Element Update in 2015. Program #13 in the Housing Element Update called for amending the Taft Zoning Ordinance to include Reasonable Accommodation.

Therefore, staff recommends that the City Council hold a public hearing and approve Zoning Ordinance Amendment No. 2016-20, an amendment to Title 6 of the Taft Municipal Code adding a section to Chapter 11 for Reasonable Accommodation standards consistent with fair housing laws.

**RECOMMENDED ACTION:**

Motion to approve and amend the City of Taft Municipal Code entitled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-20, AN AMENDMENT TO TITLE 6 OF THE TAFT MUNICIPAL CODE ADDING A SECTION TO CHAPTER 11 REGARDING REASONABLE ACCOMMODATION STANDARDS CONSISTENT WITH FAIR HOUSING LAWS.**

**FUNDING SOURCE:** N/A

**ATTACHMENT (Y/N):** Ordinance

**PREPARED BY:** Mark Staples, Director, Planning & Community Development

**REVIEWED BY:**

<b>CITY CLERK:</b>	<b>FINANCE DIRECTOR:</b>	<b>CITY MANAGER:</b>
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING ZONING ORDINANCE AMENDMENT NO. 2016-20, AN AMENDMENT TO TITLE 6 OF THE TAFT MUNICIPAL CODE ADDING A SECTION TO CHAPTER 11 REGARDING REASONABLE ACCOMMODATION STANDARDS CONSISTENT WITH FAIR HOUSING LAWS**

**WHEREAS**, California Government Code Section 65800 provide 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 Zoning Ordinance to address changing conditions within the City; and

**WHEREAS**, the Attorney General of the State of California has recommended that cities and counties implement fair housing reasonable accommodation procedures for making land use and zoning determinations concerning individuals with disabilities to further the development of housing for individuals with disabilities; and

**WHEREAS**, The federal Fair Housing Amendment Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing; and

**WHEREAS**, the Planning Commission reviewed and commented on a draft ordinance adding a section to Chapter 11 of Title VI of the Taft Municipal Code at its regular meeting on August 17, 2016; and

**WHEREAS**, the Planning Commission studied and considered the written findings for approval of Zoning Ordinance Amendment No. 2016-20, City Staff's written and oral reports, and all public testimony before making a decision on this request; and

**WHEREAS**, the Planning Commission voted 4-0 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

**Chapter 11  
GENERAL DEVELOPMENT STANDARDS**

SECTION:

- 6-11-22: PERMITTED OUTDOOR USES**
- 6-11-23: PUBLIC ACCESS TO OPEN SPACE AND RECREATION AREAS**
- 6-11-24: REASONABLE ACCOMMODATION**
- 6-11-25: RESERVATION OF LANDS FOR PUBLIC FACILITIES**
- 6-11-~~25~~26: REFLECTIVE MATERIAL**
- 6-11-~~26~~27: RELOCATED STRUCTURES**

**6-11-24: REASONABLE ACCOMMODATION**

- (A) Purpose and Intent: It is the policy of the City of Taft, pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereinafter Acts), to provide individuals with disabilities reasonable accommodation to rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This chapter establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures to comply fully with the intent and purpose of fair housing laws.
- (B) Applicability: The city council finds and determines that this chapter is intended to apply to those persons who are defined as disabled under the Acts:
  - 1. An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment.
  - 2. The federal Fair Housing Amendment Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing.
  - 3. The Taft Housing Element identifies and sets forth a plan for removing governmental constraints to housing for individuals with disabilities by providing reasonable accommodation.
  - 4. A fair housing reasonable accommodation procedure for individuals with disabilities and developers of housing for individuals with disabilities to seek relief in the application of land use, zoning and building regulations, policies, practices and procedures furthers compliance with federal and state fair housing laws and provides greater opportunities for the development of critically needed housing for individuals with disabilities.

5. A request for reasonable accommodation may be made by any person with a disability, the person's representative, or any entity, when the application of a zoning law or other land use regulation, policy or practice is perceived to act as a barrier to fair housing opportunities.
6. Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities.

(C) Authority:

1. Authority of review and approval for reasonable accommodation shall be vested with the Planning Director.
2. If a request for reasonable accommodation is submitted for concurrent review with another discretionary land use application, it shall be determined by the authority making the final discretionary land use decision.

(D) Application: Request for reasonable accommodation shall be submitted on an application form provided by the Planning and Community Development Department or in the form of a letter and shall contain the following information:

1. Application Materials

- a) The applicant's name, address and primary contact telephone number.
  - b) The name and mailing address of the property owner(s).
  - c) Address of the property for which the request is being made.
  - d) The current use of the property.
  - e) The basis for the claim that the individual is considered disabled under the Acts.
  - f) The code provision, regulation or policy from which reasonable accommodation is being requested.
  - g) What specific accommodation is requested and why the accommodation is necessary to make the specific property accessible to the individual.
2. Additional Discretionary Actions: If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval (including but not limited to: Conditional Use Permit, Site Plan Review, General Plan Amendment, Variance, etc.), then the applicant shall file the information required above for reasonable accommodation together for concurrent review with the application for discretionary approval.

(E) Review Procedures and Findings:

1. The Planning Director shall make a written determination on the request within thirty (30) days and either approve, approve with modifications or deny a request for reasonable accommodation.
2. The Planning Director may request additional information from the applicant if it is determined the application and request is incomplete. The Planning Director shall specify in detail the items needed to make a determination consistent with fair housing laws. The 30 day period to issue a decision is stayed until the applicant responds to the request.
3. The determination on whether to approve, approve with modifications or deny a request for reasonable accommodation made by the authority responsible for reviewing the discretionary land use application shall be made at the time of the discretionary land use decision.
4. Findings. The written decision to approve, approve with modifications or deny a request for reasonable accommodation shall be based on consideration of the following factors:
  - a) Whether the housing, which is the subject of the request, will be used by a disabled individual.
  - b) Whether the requested accommodation is necessary to make specific housing available to a disabled individual.
  - c) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
  - d) Whether the requested accommodation would require a fundamental alteration in the nature of a City land use, zoning and building regulations, policies, practices and procedures.
  - e) Potential impact on surrounding uses.
  - f) Physical attributes of the property and structures.
  - g) Alternative accommodations which may provide an equivalent level of benefit.
5. In granting a request for reasonable accommodation the Planning Director or other reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the accommodation complies with the findings.
6. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

(F) Written Decision on the Request for Reasonable Accommodation:

1. The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Planning Director's or other review authority's findings.
2. If the reviewing authority fails to render a written decision on the request for reasonable accommodation within the thirty (30) day time period the request shall be deemed approved.

(G) Appeals:

1. A determination by the reviewing authority to approve, approve with modifications or deny a request for reasonable accommodation may be appealed, pursuant to Chapter 6-2-19 of this Title.
2. If an individual needs assistance in filing an appeal on the decision, the City shall provide assistance to ensure that the appeals process is accessible.

SECTION 2

The proposed amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) as set forth in Section 15061(b)(3) of the CEQA Guidelines as the proposed amendment will have no significant effect on the environment.

SECTION 3

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections of this Resolution. The Planning Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4

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.

**PASSED AND ADOPTED** on this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Randy Miller, Mayor

Attest:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

Approved as to form:

\_\_\_\_\_  
Jason Epperson, City Attorney

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

I, Yvette Mayfield, City Clerk of the City of Taft, do hereby certify that the foregoing Ordinance had its first reading on September 6, 2016, and had its second reading on September 20, 2016, and was passed by the following vote:

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

\_\_\_\_\_  
Yvette Mayfield, City Clerk



# City of Taft Agenda Report

**DATE:** September 20, 2016

**TO:** Honorable Mayor Miller and Council Members

**AGENDA ITEM:**

**AGREEMENT WITH WESTSIDE HEALTH CARE DISTRICT FOR HEALTH CARE SERVICES FOR THE TAFT MODIFIED COMMUNITY CORRECTIONAL FACILITY**

**SUMMARY STATEMENT:**

The City of Taft has contracted with the Westside Health Care District to provide services for the Taft Modified Community Correctional Facility (MCCF) since opening in 2014. In July 2016 District employees providing services to the MCCF were transferred from the Health Care District to City Employment.

The City desires to continue contracting with the Westside Health Care District to provide contract Physician and Dentist services, oversight and health care related materials and supplies. Staff is working collaboratively to determine fair market value for items purchased by the Health Care District for use at the MCCF and will be facilitating the purchase and transfer of property between the agencies.

**RECOMMENDATION:**

Motion to approve agreement with the Westside Health Care District for health care services for the Taft Modified Community Correctional Facility (MCCF) and authorize the Mayor to sign.

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

Costs are included in the 2016/2017 budget and in accordance with contractual agreement between the City of Taft and the California Department of Corrections and Rehabilitation (CDCR)

**ATTACHMENT (Y/N):** Yes (Agreement)

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

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**CITY OF TAFT**  
**AGREEMENT FOR HEALTH CARE SERVICES FOR TAFT**  
**COMMUNITY CORRECTIONAL FACILITY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ of August 2016, by and between the CITY OF TAFT, a municipal corporation, hereinafter referred to as "CITY" and WESTSIDE HEALTH CARE DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT."

**RECITALS**

- A. CITY and DISTRICT previously entered into a written contract dated February 4, 2014 for medical services (hereafter "Original Contract.") Said Original Contract was amended by CITY and DISTRICT by undated "Amendment No. 1," which referenced the Original Contract.
- B. It is the intent of this Contract to terminate and cancel the Original Contract, Amendment No. 1 to the Original Contract, and any other amendments thereto, except for those provisions and obligation that must otherwise survive termination.
- C. CITY currently operates the Taft Modified Community Correctional Facility (MCCF) located at 330 Commerce Way, Taft, California 93268, through the Taft Police Department.
- D. CITY is, by contract, providing corrections services to the State of California, Department of Corrections and Rehabilitating (CDCR), which contract requires that the CITY provide health care to inmates housed in the MCCF. Said contract between CITY and the CDCR is referred to herein as "CDCR Contract."
- E. DISTRICT is a Community Health Care District authorized to provide medical services within the District boundaries by the California Health Care District Law (Health & Safety Code § 32000 et seq.).

- F. CITY maintains a "medical facility" in the MCCF.
- G. CITY desires to receive and DISTRICT is willing to provide certain medical personnel (specified below) while inmates are housed in the MCCF under the CDCR Contract.

## AGREEMENT

### **1. TERM.**

The initial term of this Agreement shall begin on \_\_\_\_\_, 2016 and end on \_\_\_\_\_, 2021, or until the CDCR Contract is terminated, whichever first occurs. Renewals, if any, shall be exercised in writing and signed by both parties before the initial term expires. All negotiations shall be completed and all resulting changes agreed upon no less than sixty (60) days before the initial term expires. Notwithstanding the foregoing, CITY and DISTRICT shall meet to negotiate any additional or modified terms of this Agreement as required by a change in circumstances during the performance of this Agreement (said negotiations referred to herein as "Interim Negotiations"). Neither CITY nor DISTRICT guarantee that said Interim Negotiations will result in a change or amendment to the terms of this Agreement.

### **2. SCOPE OF HEALTH CARE SERVICES TO BE PROVIDED BY DISTRICT.**

The District hereby agrees that all District personnel and providers will adhere to the delivery of medical services as set forth in the agreement between the City and CDCR.

2.01 DISTRICT shall provide a licensed Physician for full-time work (consisting of five (5) eight hour shifts per weeks) at the MCCF to provide for all medical care necessary for the MCCF inmates that can be provided on-site, within the providers scope of practice, including, without limitation: conducting inmate-patient interviews, assessment, planning, implementation, screening and evaluation; triaging inmate-patient health care complaints; making appropriate referrals; and providing basic treatments for injuries; prescribing and distributing medications. The physician shall also be on-call to respond via telephone to the facility on a 24/7 basis.

A. DISTRICT shall provide a Certified Nurse Practitioner or Physician's Assistant on a temporary basis to perform the services described above in

the event that the licensed Physician is not available.

- B. DISTRICT shall provide a licensed Dentist to provide dental services for patient-inmates on-site at the MCCF, said services to be scheduled and comply with CDCR requirements per contract, including without limitation urgent and emergent services.
- C. Applicable health care services are to be provided consistent with CDCR departmental policies, procedures, regulations and any revisions therein (e.g. DOM Chapter 9, Articles 44-47 or as otherwise revised/delineated in Chapter 9 and Title 15, Subchapter 4, Articles 8 and 9) and the CCHCS Inmate Medical Services Policies and Procedures (IMSP&P).

2.02 DISTRICT shall assist the CITY in its efforts to coordinate with the CDCR's Institution for the development and implementation of the written plan, and policies and procedures for medical and mental health care, including the division of responsibilities for the provision of the varying elements and levels of care. Copies of all policies and procedures are to be submitted to California Correctional Health Care Service (CCHCS), Private Prison Compliance and Monitoring Unit (PPCMU) and the Mental Health Monitor, as applicable, for review and approval.

2.03 Minimum Required Staffing (MRS) Medical

The CDCR may assess liquidated damages under its contract with the CITY if the DISTRICT fails to maintain minimum staffing for Physicians, Certified Nurse Practitioner or Physician's Assistant and Dentist. The DISTRICT shall make every effort to maintain the minimum staffing levels as mandated by the CDCR contract.

2.04 Other Duties of Personnel

All personnel provided by DISTRICT under this Agreement shall comply fully with other rules and regulations provided by CITY and/or CDCR as they might

currently exist or might be created or amended from time-to-time.

#### 2.05 Credentialing, Privileging and Peer Review

Licensed Independent Practitioners (LIPs), which includes physicians, nurse practitioners, physician assistants, and dentists hired by the DISTRICT must be approved by CCHCS' Credentialing Review Committee prior to commencement of services. Additionally, CCHCS may conduct clinical performance appraisals of all DISTRICT LIP's providing services to CDCR offenders and review all peer reviews of contracted LIPs.

#### 2.06 Resolution of Performance Issues

DISTRICT and CITY shall consult each other and work jointly to resolve any issues regarding the performance of personnel provided by DISTRICT under this Agreement. CITY shall be the party to notify outside agencies as appropriate of such discussions and/or resolutions.

#### 2.07 Acknowledgements

The parties hereto expressly acknowledge and agree that:

- A. The inmates to be transferred pursuant to this Agreement to the facilities owned and/or operated by CITY (the "Transferee Facilities") are members of a class of plaintiffs in an action pending in the United States District Court for the Northern District of California entitled, *Marciano Plata et al. v. Brown et al.* No. C01- 1351 TEH (the "*Plata Action*");
- B. The California Department of Corrections and Rehabilitation (the "CDCR") is a named defendant in the *Plata Action*;
- C. The plaintiffs in the *Plata Action* have alleged that the health care delivered to inmates in the California prison system is constitutionally inadequate and violates their rights guaranteed by the Eighth and Fourteenth Amendments to the U.S. Constitution;
- D. By order, dated February 14, 2006 (the "February 14 Order"), the Court in the *Plata Action* (the "*Plata Court*") appointed a Receiver (the

“Receiver”) for the California prison health care system and set forth in detail the duties and responsibilities of the Receiver (Attachment 6 to the CDCR Contract);

- E. Pursuant to the February 14 Order, the CDCR and “all persons in concert or participation” with the CDCR are required to cooperate fully with the Receiver in the discharge of his duties;
- F. The inmate-class members transferred pursuant to this Agreement are entitled to receive constitutionally adequate health care while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the *Plata* Action; and,
- G. The transfers of inmates contemplated by this Agreement are not designed or intended to thwart, delay or interfere with the *Plata* Court’s orders or with the Receiver’s exercise of his duties pursuant to the February 14 Order.
- H. The inmate-class members transferred pursuant to this Agreement are entitled to receive access to mental health care, mental health crisis intervention, and suicide prevention while housed in the Transferee Facilities and shall not, by reason of the transfers, lose their status as members of the plaintiff class in the *Coleman vs. Brown* Action;
- I. All Providers shall follow all policies and procedures of the Taft MCCF, and shall also actively participate in all emergency medical and other drills and trainings, as requested by CITY staff.

- 2.08 DISTRICT expressly acknowledges and agrees that Districts Providers:
- A. intend to and will provide constitutionally adequate health care to the inmate-class members while they are housed in the Transferee Facilities;
  - B. is a “person in concert and participation with” the CDCR within the meaning of, and subject to, paragraph VI.A. of the February 14 Order, and has been provided with a copy of the February 14 Order; and
  - C. Will cooperate fully with the Receiver and will provide the Receiver access to the Transferee Facilities and to documents, personnel and inmate-class members in the Transferee Facilities to the same extent as the Receiver is provided access to CDCR facilities, personnel and prisoners pursuant to paragraph II.E. of the February 14 Order provided, however, the Receiver’s access to documents and personnel pursuant to this Section shall relate only to such documents and personnel as are directly related to the delivery of medical care to California inmates in the Transferee Facilities and shall not include information related to other jurisdiction’s inmates or facility information unrelated to the provision of medical care to California inmates.
- 2.09 DISTRICT personnel provided under this Agreement shall identify those inmates with medical conditions which may be worsened as a result of being incarcerated at the MCCF or which may require extensive care while incarcerated which, in the sole discretion of the Physician at intake, is too extensive to be treated by the Physician. CITY shall thereafter invoke the required terms of the CDCR Contract and return the inmate to the custody of CDCR.
- 2.10 DISTRICT personnel provided under this Agreement shall comply with all applicable local, state and federal laws, rules and regulations, including the provisions of California Code of Regulations, Title 15, Article 10, relating to medical services in correctional

institutions in the State of California. Additionally, DISTRICT personnel shall also comply with all MCCF policies and procedures.

**3. COMPENSATION.**

- 3.01 Compensation for Contracted Professional Services: As consideration for the medical services to be rendered by DISTRICT to CITY, CITY shall pay to DISTRICT, an amount equal to DISTRICT's actual cost in providing said Contracted Professional Services, plus an additional ten percent (10%). Said costs shall be reviewed by CITY and DISTRICT on a yearly basis and, if necessary, adjusted as mutually agreed upon.
- 3.02 Compensation for general Administrative tasks/functions. As further consideration, CITY shall pay to DISTRICT a flat rate of Seven Hundred Fifty Dollars (\$750.00) per month as compensation for administrative work performed by DISTRICT's employees for this Agreement. Said flat rate of \$750.00 per month shall be evaluated yearly and if necessary adjusted, but only if agreed to by CITY's City Manager and DISTRICT's Executive Director.
- 3.03 Pharmacy Services, Medical Equipment and Supplies. City staff will be responsible for pharmacy services, and medical equipment and supplies but may by special request receive items from the DISTRICT. All prescription medication given shall be consistent with the CDCR drug formulary and delivery of medications shall be consistent with medical necessity.
- 3.04 Peer Review Services: As consideration for the required peer review of the MCCF Physician/Medical Director CITY shall pay to DISTRICT, an amount equal to the hourly compensation of the Physician providing said Professional Service, plus an additional ten percent (10%). Said costs shall be reviewed by CITY and DISTRICT on a yearly basis and, if necessary, adjusted as mutually agreed upon.
- 3.05 Payments to DISTRICT shall be due and payable on the first (1<sup>st</sup>) of each month, in arrears, commencing on \_\_\_\_\_, 2016.
- 3.06 The sums provided for in this section shall constitute the entire compensation payable to DISTRICT for its services rendered pursuant to this Agreement.

**CONTRACT MODIFICATION.**

The description of services contained in this Agreement shall be modified or amended only upon written request by DISTRICT to CITY.

**4. FISCAL AND STATISTICAL RECORDS AND REPORTING.**

DISTRICT shall work in conjunction with city staff to maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, DISTRICT shall make such records available to the CITY or to the CDCR, for the purpose of auditing and/or copying such records. Such material must be maintained for a period three (3) years from the date of termination of the agreement between the City of Taft and CDCR or until an audit is completed by the State and all questions arising there from are resolved, whichever is sooner.

**5. MEDICAL RECORDS; USE OF INFORMATION; HIPAA COMPLIANCE.**

- 5.01 Existing inmate medical records and inmate medical records hereinafter prepared by district provided practitioner shall be the property of CDCR.
- 5.02 Notwithstanding any other provision of this Agreement, names of persons receiving medical services, including alcohol and drug treatment services, are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations (CFR) Part 2.61 et seq., Welfare and Institutions Code (WIC) sections 5328 and 14100.2, and regulations adopted thereunder. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of the Agreement and pertaining to inmate(s) shall be protected from unlawful disclosure.
- 5.03 With respect to any identifiable inmate information obtained by DISTRICT under this Agreement, DISTRICT shall:

- 5.03.1 Not use any such information for any purpose other than carrying out the express terms of this Agreement;
- 5.03.2 Promptly transmit to CITY all requests for disclosure of such information;
- 5.03.3 Not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CITY, the Federal Department of Health and Human Services, the California Department of Mental Health' or California Department of Health Services without prior written authorization by CITY, or as required by a court order, CCHCS and/or CDCR.
- 5.04 Information Protected by HIPAA. DISTRICT shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for maintenance and transmission of health information that identifies individual patients. Information, which is protected by HIPAA, includes all medical records and other individually identifiable health information held or disclosed in any form, whether communicated electronically, on paper, or orally. DISTRICT will employ appropriate safeguards to prevent the use or disclosure of any information, which is protected by HIPAA in any manner not set forth under this Agreement or for purposes other than treatment, consultation, referral or payment.

5.05 It is understood by CITY and DISTRICT that any part of the privacy or security regulations contained in HIPAA may, during the term of this Agreement, be modified by Congress or by HHS or may be interpreted by a court in a manner impacting compliance. Should such an event occur, the HIPAA privacy and security regulations as modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with said regulations. The provisions of this Section are self-executing upon change(s) to the HIPAA privacy or security regulations by any event referenced above.

5.06 Indemnification for Violations. DISTRICT shall indemnify and hold harmless CITY from and against any claims of any kind whatsoever as a result of alleged or actual violations of HIPAA attributed to District Providers, or other confidentiality statutes or regulations.

**6. PERSONNEL.**

6.01 DISTRICT provided health care providers performing professional medical services shall be duly licensed by the State of California and must be approved by CCHCS Credentialing Review Committee prior to commencement of services.

6.02 The Contract Physician shall also serve as Medical Director of the Taft MCCF who shall have the duty of assuring the quality of health care services provided to all inmates and who shall also supervise the practice of Physician Assistant or Certified Nurse Practitioner should such personnel be utilized by DISTRICT. The Medical Director shall develop a plan for regularly scheduled medical services (quality assurance) audits and for correction of identified deficiencies, if any, in the medical services provided by DISTRICT. The quality assurance audits and corrections implemented may be reviewed by outside quality assurance peer review participants to be approved by City and will be paid for by City.

The District Medical Director or other qualified physician shall perform peer reviews of Primary Care Providers assigned to the MCCF on at least an annual basis and provide said review to CITY. Annual Peer Reviews shall be done in accordance with the Contract

between CDCR and the City of Taft and forwarded to the CCHCS PPCMU Chief Medical Executive or Designee and the CCHCS PPCMU Health Program Manager II or Designee.

- 6.03 DISTRICT shall maintain copies of all licenses and of records of certification for all DISTRICT personnel, [who are assigned to the MCCF] and said licenses and/or records of certification shall be available for examination by CITY at all times.
- 6.04 DISTRICT shall be responsible for time and attendance accountability of all DISTRICT providers and shall provide appropriate time and attendance records to CITY upon two (2) days prior notice.
- 6.05 All DISTRICT providers must wear identification badges issued by CITY while in the MCCF.
- 6.06 The MCCF Facility Manager may deny and/or rescind MCCF access privileges to any DISTRICT provider who does not meet established security clearance criteria and/or who does not comply with established MCCF policies, rules, or regulations.

**7. DEFENSE OF CLAIMS AND ACTIONS.**

Each Party shall investigate, adjust, settle and/or defend the other Party against any and all claims, actions, or proceedings, including wrongful death, medical malpractice, and claims under 42 U.S.C. § 1983 arising out of the operation of each party under this Agreement. As part of its obligation to provide a defense to the other Party, each Party shall provide to the other Party legal representation where necessary in all cases other than petitions for writ of habeas corpus brought by inmates. Each Party shall cooperate with the other Party in the defense of habeas corpus writ petitions filed against the other Party. This cooperation shall include, but is not limited to, providing medical records and testimony at hearings.

**8. HOLD HARMLESS.**

Notwithstanding the acquisition and maintenance of insurance policies (including workers' compensation) and any payouts made under such policies, to the fullest extent permitted by law, DISTRICT hereby holds CITY and its officers and

employees, harmless from any and all liability, costs, expenses or judgments, including attorneys' fees and costs awarded by a court of competent jurisdiction, arising out of DISTRICT's performance under this Agreement or arising from alleged professional malpractice or alleged negligent or intentional tortious acts by any of DISTRICT's employees or subcontractors, but excluding liability due to the sole active negligence or willful misconduct of CITY. To the fullest extent permitted by law, CITY shall defend and hereby holds harmless DISTRICT and its officers, directors, shareholders, employees, subcontractors and agents from any and all liability, costs, expenses or judgments, including attorneys' fees and costs awarded by a court of competent jurisdiction, arising out of CITY's performance under this Agreement or arising from alleged professional malpractice or alleged negligent or intentional tortious acts of any of CITY's employees or subcontractors, but only in proportion to, and to the extent such liability, loss, attorney fees, or claims for injury or damages are caused by or result from the sole negligence, reckless or intentional acts or omissions of CITY, its respective officers or employees.

**9. INSURANCE.**

- 9.01 DISTRICT shall obtain and keep in full force and effect Medical Malpractice Insurance with liability limits of a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, for any claims arising from DISTRICT's performance of this Agreement.
- 9.02 DISTRICT shall obtain and keep in full force and effect during the term of this Agreement Workers' Compensation insurance in the statutory amount.
- 9.03 DISTRICT shall obtain and keep in full force and effect during the term of this Agreement Commercial General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.
- 9.04 In all policies of insurance obtained and maintained by DISTRICT pursuant to this

Agreement, DISTRICT shall name CITY, its officers and employees as additional insureds. Licensed Independent Practitioners who are contracted by the district to provide health care services to inmates at the MCCF shall obtain and keep in full force and effect Medical Malpractice Insurance and General Liability Insurance with liability limits of a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, for any claims arising from providing services as part of this Agreement. Policies obtained and maintained by independent contractors providing services to the MCCF as part of this agreement shall name the City, its officers and employees as additional insureds.

9.05 DISTRICT shall file with CITY's Risk Management prior to \_\_\_\_\_, 2016, certificates of insurance evidencing the insurance coverage required by this Agreement, and said certificates of insurance shall provide that coverage shall not be materially changed or canceled without thirty (30) days prior written notice to CITY.

**10. TERMINATION.**

10.01 Each Party may terminate this Agreement at any time for good cause. As used herein, the term "good cause" shall mean and refer to the other Party's failure to perform any material term or condition of this Agreement subject to the cure period specified in Section 14.02 below, or to any of the following events occurring:

10.01.1 Each Party becomes insolvent by failing to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due.

10.01.2 Filing of a voluntary or involuntary petition regarding either Party under the federal Bankruptcy Code.

10.01.3 Appointment of a receiver or trustee for either Party.

10.01.4 Execution by either Party of a general assignment for the benefit of creditors.

10.01.5 Either Party fails to obtain and maintain any of the licenses, permits, or insurance policies required to be obtained and maintained under this Agreement.

10.01.6 If it is found that consideration, in any form, was offered or given by either Party, either

directly or through an intermediary, to any officer, employee, or agent of the other Party with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to that Party's performance pursuant to this Agreement. Improper consideration may include, but is not limited to, cash, discounts, service, provision of travel or entertainment, or tangible gifts.

10.01.7 Assignment or subcontracting by DISTRICT without written permission of the CITY.

10.01.8 Upon either Party's failure to perform any material term or condition of this Agreement, the other Party shall give such Party thirty (30) days written notice of the act(s) or omission(s) constituting failure of performance.

10.01.9 Either party may terminate this Agreement without cause by giving the other party sixty (60) days advance written notice.

10.01.10 Upon termination of this Agreement, total responsibility for providing health care services to all inmates, including inmates receiving health care services off-site, shall transfer from DISTRICT to CITY.

10.01.11 Upon termination or expiration for any reason of the CDCR Contract, or if CDCR imposes new requirements on CITY that negate the purpose of the Agreement between CITY and DISTRICT.

## **11. INDEPENDENT CONTRACTOR.**

No relationship of employer and employee is created by this Agreement, it being understood that DISTRICT is acting hereunder only as an independent contractor, and that none of the attending physicians, nursing personnel, or administrative support personnel performing services for DISTRICT pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Agreement or otherwise against CITY for sick leave, vacation pay, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Additionally, DISTRICT agrees to perform its work and functions at all times in accordance with currently approved medical methods and

practices consistent with the standards of the medical profession in the community. The sole interest of CITY is to ensure that medical services shall be performed and rendered in a competent, efficient, and satisfactory manner. CITY retains the authority to grant, restrict, or deny access to enter the MCCF.

**12. NON-DISCRIMINATION.**

DISTRICT expressly agrees that it will not discriminate in employment or the provision of services on the basis of any characteristic or condition upon which state or federal law or regulation prohibits discrimination. DISTRICT agrees that this paragraph shall be services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such service or services in connection with this Agreement.

**13. TESTING AND RESEARCH.**

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent and authorization of CITY. The conditions under which any authorized research shall be conducted shall be agreed to by DISTRICT and CITY, and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

**14. SECURITY.**

CITY shall provide for the safety and security of DISTRICT personnel in the same manner as provided for CITY employees working in the MCCF. DISTRICT shall not be liable for failure to provide medical services due to CITY's failure to provide security services for DISTRICT's staff.

**15. NOTICES AND COMMUNICATIONS.**

Any notice or communication given hereunder may be given by personal service or by United States Mail, postage prepaid, addressed to the parties as follows:

<b><u>CITY</u></b>	<b><u>DISTRICT</u></b>
Craig Jones City Manager City of Taft 209 E. Kern Str. Taft, CA 93268	Executive Director Westside Health Care District 119 Adkisson Way Taft, CA 93268
Ed Whiting Chief of Police City of Taft 320 Commerce Way Taft, CA 93268	

**16. SUBCONTRACTS.**

In order to discharge its obligations hereunder, DISTRICT may engage certain health care professionals as independent contractors rather than as employees. DISTRICT shall not engage any professional and/or organization that does not meet the standards and professional licensing requirements in their own right. As the relationship between DISTRICT and such health care professionals may be an independent-contractor relationship, DISTRICT would not be considered or deemed to be engaged in the practice of medicine or other professions practiced.

**17. APPROVAL OF District Provided Personnel**

All personnel provided by DISTRICT for work in the MCCF shall be subject to a background and security check by CITY at no cost to DISTRICT. CITY shall have the right to reject any such DISTRICT provided personnel where the background and security check reveals that such individual may pose a risk to the security of the MCCF.

DISTRICT provided personnel shall be subject to a "Live Scan" automated background criminal record history, to be conducted no later than 48 hours after DISTRICT requests it. If no criminal record is found to exist in the "Live Scan" report, the personnel shall be granted immediate temporary access to work at MCCF pending CITY's completion of its own background security check.

**18. ADHERENCE TO CALIFORNIA LAW.**

DISTRICT shall at all times comply with all statutory laws, rules, and regulations of the State of California.

**19. MEETINGS, REPORTS AND CONSULTATION**

19.01 DISTRICT personnel shall immediately and without delay notify Taft MCCF Facility Manager of any inmate-patient care deficiency which the physician believes was not appropriately addressed by CITY staff.

19.02 DISTRICT providers will participate in medical administrative committee meetings to discuss issues and review the medical operations. Each meeting's attendees should include a MCCF representative, a CITY representative, a DISTRICT provider representative or if requested the Medical Director of the District. Minutes will be kept and copies will be distributed to attendees.

**20. INSPECTION.**

CITY may inspect a random selection of cases from inmate medical files, in order to assure that compliance with all regulations is being maintained by providers. These inspections will be unannounced and at irregular times. DISTRICT shall cooperate with CITY in any way, as requested by CITY.

DISTRICT shall not assign or transfer this Agreement nor delegate any of its duties hereunder without the prior written consent of CITY. Any assignment, transfer or delegation made without such consent shall be void and shall, at CITY's option, constitute a breach of this Agreement.

**21. WAIVER.**

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision.

**22. TIME OF ESSENCE.**

Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

**23. COMPLIANCE WITH LAW.**

DISTRICT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. DISTRICT shall indemnify and hold harmless CITY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of DISTRICT or its employees, agents, officers, or subcontractors of any such laws, rules, regulations, or ordinances.

**24. BINDING EFFECT; GOVERNING LAW AND VENUE; ATTORNEY'S FEES.**

This Agreement shall be binding upon and inure to the benefit of the parties, their personal, representatives, successors and assigns. This Agreement shall be governed by and interpreted under the laws of the State of California. The parties agree that this Agreement was executed in and shall be performed in Kern County, California. Venue for all disputes shall be in Kern County Superior Court or the United States District Court for the Eastern District of California. In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any proceeding hereunder shall be entitled to recover its costs, including reasonable

attorney's fees.

**25. ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between DISTRICT and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect.

No part of this Agreement may be modified without the written consent of both parties

**26. FORCE MAJEURE.**

DISTRICT shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including inmate disturbances; lack of adequate security escorts; acts of God, civil or military authority; acts of public enemy; war; explosions; earthquakes; floods; or any similar cause beyond the reasonable control of DISTRICT or CITY.

**27. SEVERABILITY.**

In the event any provision of this Agreement becomes unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the agreement which shall remain in full force and effect in accordance with its terms.

---

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TAFT

\_\_\_\_\_  
Randy Miller, Mayor

Attest:

\_\_\_\_\_  
City Clerk

WESTSIDE HEALTH CARE DISTRICT

\_\_\_\_\_  
Eric Cooper, Board President

Approved as to Legal Form

City Attorney

\_\_\_\_\_  
By:



# City of Taft Agenda Report

**DATE:** September 20, 2016

**TO:** Honorable Mayor Miller and Council Members

**AGENDA ITEM:**

**STREET CLOSURES FOR THE 2016 CHAMBER OF COMMERCE CAR SHOW**

**SUMMARY STATEMENT:**

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

The following street has been designated for closure from 6:00 a.m. until 4:00 p.m. on October 1, 2016:

- 6<sup>th</sup> Street between Main Street and Supply Row

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

**RECOMMENDATION:**

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE STREET CLOSURES FOR THE 2016 CHAMBER OF COMMERCE CAR SHOW**

**IMPACT ON BUDGET (Y/N):** No

**ATTACHMENT (Y/N):** Yes (letter and resolution)

**PREPARED BY:** Public Works Department

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AUTHORIZING THE STREET CLOSURES FOR THE 2016 CHAMBER OF COMMERCE CAR SHOW**

**WHEREAS**, the Taft District Chamber of Commerce has requested a street closure for a car show on October 1, 2016.

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

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and City Council of the City of Taft, California, approve the following street closure from 6:00 a.m. until 4:00 p.m. on October 1, 2016.

6<sup>th</sup> Street between Main Street and Supply Row.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of September, 2016

\_\_\_\_\_  
Randy Miller, Mayor

ATTEST:

\_\_\_\_\_  
Yvette Mayfield, City Clerk

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

I, Yvette Mayfield, 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 20<sup>th</sup> day of September, 2016, by the following vote:

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

\_\_\_\_\_  
Yvette Mayfield, City Clerk



September 6, 2016

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

Dear City of Taft:

The Taft District Chamber of Commerce and Visitor's Bureau is having the 8th Annual Rails to Trails Car Show on Saturday, October 1, 2016. We are requesting a road closure for the event as follows:

- 6<sup>th</sup> Street between Main St and Supply Row – between the hours of 6am to 4pm

In addition to the street closure, we need the necessary permits from the city to host the event. Vendors will be on hand selling merchandise, food and drinks and there will be live music on the stage from 9am-3pm. I have included the encroachment permit application.

Thank you for your assistance.

Sincerely,

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

Shannon Jones  
Event Coordinator

400 Kern Street • Taft, California 93268

Phone: 661-765-2165 • Fax: 661-765-6639

E-mail: [taftchamber@gmail.com](mailto:taftchamber@gmail.com) • Web: [www.taftchamber.com](http://www.taftchamber.com) • Facebook : [www.facebook.com/TaftChamber](https://www.facebook.com/TaftChamber)



# City of Taft Agenda Report

**DATE:** September 20, 2016  
**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**RESOLUTION TO DESIGNATE CONFLICT OF INTEREST STATEMENT FILERS AND ASSIGNMENT OF DISCLOSURE CATEGORIES PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**SUMMARY STATEMENT:**

The Political Reform Act requires every local government agency to review its conflict of interest code biennially, as the code tells public officials, governmental employees and consultants what financial interests they must disclose on their Statement of Economic Interests Form 700. The Act also requires the City to enumerate specific City positions, other than those specified in Government Code §87200, which involve making or participating in making decisions which have a reasonable material effect on an economic interest, and to designate for each position the specific types of investments, business positions, interests in real property and sources of income which are reportable based on the scope of the decision-making authority of the position.

Staff has reviewed current positions held within the city and designated the categories of reporting based on the duties of each position. The attached resolution is now being brought forth to the Council for review and adoption.

**RECOMMENDED ACTION**

Motion to accept and file the 2016 Local Agency Biennial Notice and adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DESIGNATING POSITIONS REQUIRED TO FILE CONFLICT OF INTEREST STATEMENTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974, ASSIGNING DISCLOSURE CATEGORIES AND REPEALING AND REPLACING RESOLUTION NO. 3634-14.**

**IMPACT ON BUDGET (Y/N):** No  
**ATTACHMENT (Y/N):** Yes – Resolution, 2016 Local Agency Biennial Notice  
**PREPARED BY:** City Clerk

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DESIGNATING POSITIONS REQUIRED TO FILE CONFLICT OF INTEREST STATEMENTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974, ASSIGNING DISCLOSURE CATEGORIES AND REPEALING AND REPLACING RESOLUTION NO. 3634-14.**

**WHEREAS**, the Political Reform Act, Government Code §81000 et seq. requires state and local agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the Taft City Council adopted Taft City Code Title 1, Chapter 16, Sections 1-2, as the Conflict of Interest Code for the City of Taft; and

**WHEREAS**, the Political Reform Act requires certain City Officials, specified in §87200 of the California Government Code, to file economic disclosure forms (“Form 700”) and abstain from making or participating in making governmental decisions which have a reasonably foreseeable material effect on an economic interest; and

**WHEREAS**, the Political Reform Act also requires the City to enumerate specific City positions, other than those specified in Government Code §87200, which involve making or participating in making decisions which have a reasonable material effect on an economic interest, and to designate for each position the specific types of investments, business positions, interests in real property and sources of income which are reportable based on the scope of the decision-making authority of the position; and

**WHEREAS**, the Political Reform Act requires every local government agency to review its conflict of interest code biennially, as the code tells public officials, governmental employees and consultants what financial interests they must disclose on their Statement of Economic Interests Form 700.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Taft does hereby find, determine and declare as follows:

1. The City of Taft adopted Taft City Code Title 1, Chapter 16, Sections 1-2, as the Conflict of Interest Code for the City of Taft.
2. Per the adopted Conflict of Interest Code, designated employees shall be established by resolution.
3. The City designates the positions detailed in attached Exhibit A as positions required by law to file a Statement of Economic Interest Form 700 and Exhibit B sets the disclosure categories.
4. Resolution No. 3634-14 is hereby repealed and replaced.
5. Designated employees shall file their Statements of Economic Interests Form 700 with the City Clerk. Statements for all designated employees will be retained by the City and be available for inspection and reproduction pursuant to Government Code §81008.

**PASSED, APPROVED AND ADOPTED** on the 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Randy Miller, Mayor

ATTEST:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

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

I, Yvette Mayfield, City Clerk of the City of Taft, California, do hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting thereof held on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:            COUNCIL MEMBER:  
NOES:            COUNCIL MEMBER:  
ABSENT:          COUNCIL MEMBER:  
ABSTAIN:         COUNCIL MEMBER:

\_\_\_\_\_  
Yvette Mayfield, City Clerk

EXHIBIT A

## DESIGNATED POSITIONS

<u>POSITIONS</u>	<u>DISCLOSURE CATEGORIES</u>
Administrative Assistant to the City Manager	2
Administrative Assistant to the Police Chief	2
Accountant	2
Assistant City Manager	1
Building Official/Compliance Officer	1
City Clerk	1
City Engineer (contract)	1
Code Enforcement Officer	1
Correctional Health Services Administrator	2,3,4
Director of Finance	1
Director of Human Resources/Assistant City Manager	1
Director of Planning and Development Services	1
Fleet Manager	2
Grant Administrator	1
Modified Community Correctional Facility Security Captain	2
Modified Community Correctional Facility Manager	2
Modified Community Correctional Facility Administrative Lieutenant	2
Municipal Records Administrator	1
Police Chief	1
Police Lieutenant	1
Public Works Administrative and Operations Coordinator	2,3,4
Public Works Director	1
Public Works Supervisor	2,3,4
Wastewater Facility Manager (contract)	1
**Consultants and General Contractors	2,3,4

The Mayor, Members of the City Council, Members of the Planning Commission, the City Manager, City Treasurer and City Attorney are not subject to the City's code, but are subject to the disclosure requirements of the Political Reform Act Code §87200 et. Seq.

CONSULTANTS

\*\* The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements. Such written determination shall include a description of the consultant's duties, and based up that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection as set forth in the Political Reform Act.

EXHIBIT B

DISCLOSURE CATEGORIES

The following disclosure categories identify the types of investments, business entities, sources of income, or real property, which the Designated Positions must disclose for each disclosure category to which he or she is assigned.

Category 1

Full Disclosure - Persons in this category shall disclose all interests in real property within the City's jurisdiction (definition of "interests in real property" as used herein can be found in the Political Reform Act) as well as investments, business positions and sources of income, including gifts, loans and travel payments. **(Form 700 -All schedules A through E)**

Category 2

All investments, business positions and income, including gifts, loans, and travel payments, from sources that provide leased facilities, goods, equipment, vehicles machinery services, including training or consulting services, of the type utilized by the City. **(Form 700- schedules A, C, D, E)**

Category 3

All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit, or licensing authority of, or have an application for a license or permit pending before the City. **(Form 700- schedules A, C, D, E)**

Category 4

All investments, business positions and income, including gifts, loans and travel payments, from sources that are engaged in land development, construction or the acquisition, or sale of real property within the jurisdiction of the City. **(Form 700- schedules A, C, D, E)**

# 2016 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

**An amendment is required. The following amendments are necessary:**

*(Check all that apply.)*

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

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### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

*(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**



# City of Taft Agenda Report

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**DATE:** September 20, 2016  
**TO:** Honorable Mayor and Council Members  
**FROM:** Public Works

**AGENDA MATTER:**

**ENGINEERING CONTRACT AMENDMENT FOR STATE AND FEDERALLY FUNDED PROJECTS**

**SUMMARY STATEMENT:**

Staff issued a request for engineering qualifications for state and federally funded projects in September 2013. The Public Works Committee met on September 16, 2013 and ranked the submittals, using the suggested ranking criteria from Cal Trans Local Assistance Procedures Manual, Chapter 10. Helt Engineering scored the highest of the six firms which submitted.

The Public Works Committee recommended to the full Council that Helt Engineering be awarded the contract for a period of three years in 2013 with the possibility of amending the contract for additional two years in September of 2016.

Cal Trans local procedures allow for a 2 year extension on the original agreement. Staff feels the work completed by Helt Engineering to be satisfactory for said work and is requesting the city council consider the contract extension for engineering services on state and federal aid grant projects.

**RECOMMENDED ACTION:**

Motion to amend the contract with Helt Engineering for state and federal aid transportation projects for an additional two years.

**IMPACT ON BUDGET (Y/N):** NO

**ATTACHMENT (Y/N):** YES (Contract)

**PREPARED BY:** Public Works Department

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**Amendment to Agreement for Consultant City Engineering Services**

This Amendment to the Agreement for Consultant City Engineering Services (hereafter “Amendment”) is between the City of Taft (“City”) and Helt Engineering, Inc. (“Consultant”). City and Consultant are sometimes herein referred to jointly as “the Parties.”

WHEREAS, City and Consultant entered into a contract entitled Agreement for Consultant City Engineering Services effective October 1, 2013 (hereafter “Agreement”);

WHEREAS, said Agreement will terminate on October 1, 2016;

WHEREAS, City and Consultant wish to extend the term of said Agreement and alter the maximum total amount payable by City to Consultant under the Agreement;

NOW THEREFORE, City and Consultant enter into this Amendment to the Agreement as follows:

1. Article IV, Section A of the Agreement is amended to reflect that the Agreement shall be extended for a period of two (2) years, and shall terminate on October 1, 2018, unless terminated prior to that time as otherwise described in the Agreement.

2. Article V, Section L of the Agreement is stricken and replaced in its entirety to read as follows: “The total amount payable by City for all Task Orders resulting from this contract shall not exceed the maximum amount allowable per the Cal-Trans Local Procedures Manual, Chapter 10 ‘Consultant Selection for State and Federal Aid Projects.’ City and Consultant agree that there is no guarantee, either express or implied, that any dollar amount is guaranteed in payment under this contract through Task Orders.”

3. All other terms and conditions of the Agreement shall remain in full force and effect throughout the new term of the Agreement, as described in paragraph 1 above.

By signing and dating below, the Parties agree that they have read and understood this Amendment, had an opportunity to have it reviewed by an attorney of their choice, and agree to be bound by the terms and conditions herein.

Consultant – Helt Engineering, Inc.

City of Taft

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name, Title)

\_\_\_\_\_  
(Print Name, Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney



# City of Taft Agenda Report

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**DATE:** September 20, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**POLICY FOR STAFF NOTARIES**

**SUMMARY STATEMENT:**

There are times where the City requires that a signature be notarized on City-related documents and the City has employees that are duly commissioned Notary Publics whose notary commission and supplies are paid for by the City. It is the intent of the City to have a policy pertaining to Staff Notaries and provide guidelines for them to follow; therefore the attached has been drafted and is being submitted to Council for review and adoption.

**RECOMMENDED ACTION:**

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE NOTARY PUBLIC POLICY FOR STAFF NOTARIES AS SECTION 128 OF THE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL.**

**IMPACT ON BUDGET (Y/N):** No

**ATTACHMENT (Y/N):** Yes (Resolution and Policy)

**PREPARED BY:** City Clerk

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING  
THE NOTARY PUBLIC POLICY FOR STAFF NOTARIES AS SECTION 128 OF THE  
ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, Section 1-10-1 of the Taft Municipal Code states that the City Council shall adopt rules and regulations for the administration of the personnel system; and

**WHEREAS**, the City currently has employees that are duly commissioned Notary Publics whose notary commission and supplies are paid for by the City; and

**WHEREAS**, it is the intention of the City to have a policy pertaining to Staff Notaries and provide guidelines for them to follow;

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

The Notary Public Policy for Staff Notaries is adopted as Section 128 of the Administrative Policies and Procedures Manual.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Randy Miller, Mayor

ATTEST:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

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

I, Yvette Mayfield, 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 20<sup>th</sup> day of September, 2016, by the following vote:

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

\_\_\_\_\_  
Yvette Mayfield  
City Clerk

**POLICIES AND PROCEDURES MANUAL: ADMINISTRATIVE**  
**Subject: NOTARY PUBLIC POLICY FOR STAFF NOTARIES**

PURPOSE

There are times where the City of Taft requires that a signature be notarized on City-related documents (i.e., recorded agreements, lot line adjustments, abatement liens, grant funded loan documents, authorization to release information forms for potential employees, etc.). The City has employees that are duly commissioned Notary Publics whose notary commission and supplies are paid for by the City. A part of the duties of these employees is to notarize City-related documents and also provide notary services to the general public as a part of customer service. It is the intention of the City to have a policy pertaining to Staff Notaries and provide guidelines for them to follow.

POLICY

It is the policy of the City that those employees that are notaries with City paid commissions, will have their notary supplies onsite with them and be available to perform notary services during their regular scheduled work hours. Notaries will be expected to act with the professionalism required of a City Employee and the notary profession and follow these guidelines in the performance of notary services:

- 1) Notary will adhere to all applicable State Statutes when performing notary services.
- 2) Notary will provide a copy of their current commission along with a copy of their required errors and omissions insurance to the Human Resources Department to be kept on file while employed with the City and must also sign an acknowledgement form for reading and understanding this policy.
- 3) Notary will inform the City immediately of any disciplinary action that has resulted in suspension or loss of the notary's commission.
- 4) All City business will be notarized in a timely manner and at no charge to the City.
- 5) Notarial services will be provided to the general public as requested and fees collected will be paid directly to the City to be deposited in to the General Fund.
- 6) Notarial services can be provided for a City Employee for their own personal business at no charge, subject to the availability of a Notary.

At their own discretion, the notary may choose to utilize their notary commission for the purposes of providing notary services ***outside of their regular business hours***. Any fees charged would belong to the notary.

**POLICIES AND PROCEDURES MANUAL: ADMINISTRATIVE**  
**Subject: NOTARY PUBLIC POLICY FOR STAFF NOTARIES**

FEES

City Business	No Fee
City Employee	No Fee (subject to availability of Notary)
General Public	\$10.00 per signature **
	\$15.00 per signature(effective 1/1/2017)**
Senior Citizen (65 or older)	\$5.00 per signature
Veteran (w/valid proof of service)	\$5.00 per signature

Funds collected are paid to the City as City Revenue.

\*\*This is the maximum allowable fee for notarial acts per California law. It is the intention of the City to keep this amount at the maximum fee level and will increase the amount accordingly as legislation is passed increasing the amount.

## City of Taft

### Notary Public Policy for Staff Notaries

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I, \_\_\_\_\_, Notary Public for the State of California, have read and understand the City of Taft Notary Public Policy for Staff Notaries.

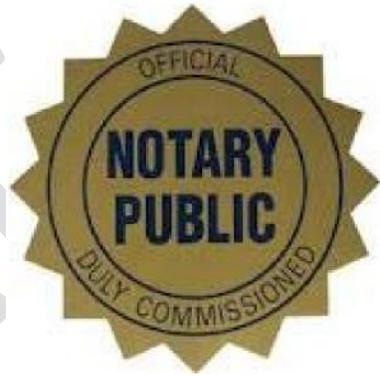
Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name on Commission: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_





# City of Taft Agenda Report

**DATE:** SEPTEMBER 20, 2016  
**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**ACCEPTING A DONATION OF 10 EACH – 6 FOOT, PARK STYLE BENCHES FROM THE EXECUTIVE BOARD OF OILDORADO, INC.**

**SUMMARY STATEMENT:**

The Executive Board of Oildorado, Inc. has contacted the City of Taft and would like to donate 10 each, six (6) foot, park style benches, to be placed at the discretion of the City, along Rails to Trails for those who wish to rest and enjoy one of the nicest walking paths in the country. The benches are in new condition, with an approximate value of \$12,000.

**RECOMMENDED ACTION:**

Motion to adopt **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ACCEPTING A DONATION OF 10 EACH - SIX FOOT, PARK STYLE BENCHES FROM THE EXECUTIVE BOARD OF OILDORADO, INC. (APPROXIMATE VALUE \$12,000) FOR USE ALONG RAILS TO TRAILS IN THE CITY OF TAFT.**

**IMPACT ON BUDGET (Y/N):** No  
**ATTACHMENT (Y/N):** Letter and Resolution  
**PREPARED BY:** City Manager's Office

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ACCEPTING A DONATION OF 10 EACH - SIX FOOT, PARK STYLE BENCHES FROM THE EXECUTIVE BOARD OF OILDORADO, INC. (APPROXIMATE VALUE \$12,000) FOR USE ALONG RAILS TO TRAILS IN THE CITY OF TAFT.**

**WHEREAS**, The Executive Board of Oildorado, Inc. has offered to donate the City of Taft, 10 each, six foot, park style benches, to be placed at the discretion of the City, along Rails to Trails for those who wish to rest and enjoy one of the nicest walking paths in the country; and

**WHEREAS**, the City Council has determined to accept the donation of these items;

**NOW THEREFORE**, the City Council does hereby resolve as follows:

**SECTION 1. Donation Acceptance**

(a) The City Council has voted to accept the donation by majority vote, and has specified that the donation is to be placed at and utilized by the City of Taft.

(b) No promises have been made, nor will there be any expectation of favoritism, or donor-directed changes in the vision, policies, services, goals, objectives or priorities of the City of Taft as a result of a donation. No City Council member has agreed to a specific vote on any matter in exchange for a donation to the City of Taft.

(c) The donation does not violate any federal, state or local laws.

(d) The donors and the amount of the donation will be public information subject to disclosure pursuant to the California Public Records Act.

**SECTION 2. Procedure After Acceptance**

After the vote of the City Council to accept a donation, the City Council has memorialized the donation in the meeting minutes, indicating the following:

(1) The identity of the donor and nature and amount of the donation.

(2) The City is receiving the items for use by the public in the City of Taft.

(3) The City Clerk shall obtain documentation concerning the donation within 30 days of the receipt of the items by the agency and shall retain such records for the period proscribed by law for such records retention.

**SECTION 3. Certification**

The City Clerk shall certify the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** on this 20<sup>th</sup> day of September 2016.

RESOLUTION NO: \_\_\_\_\_

Page 2 of 2

\_\_\_\_\_  
Randy Miller, Mayor

Attest:

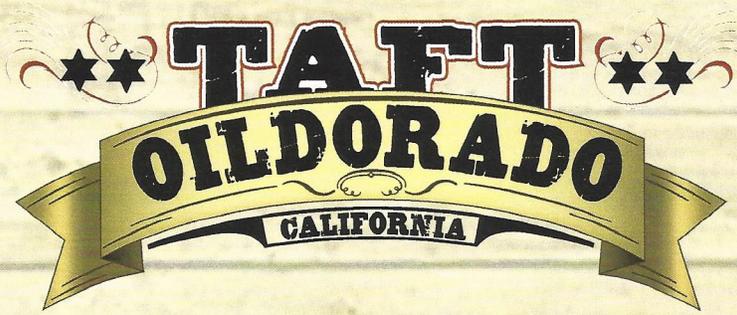
\_\_\_\_\_  
Yvette Mayfield  
City Clerk

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

I, Yvette Mayfield, City Clerk of the City of Taft, California, do hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting thereof held on the 20th day of September, 2016, by the following vote:

AYES: Council Members:  
NOES: Council Members:  
ABSENT: Council Members:  
ABSTAIN: Council Members:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk



September 6, 2016

RE: Oildorado 2015 Donation

Mayor Randy Miller

Mayor-Pro-Tem Dave Noerr

Councilmember Orchel Krier

Councilmember Renee Hill

Councilmember Josh Bryant

Since October 2015, Oildorado Inc. has been busy making sure the dust has settled. Do the great success of the City of Taft's 105<sup>th</sup> celebration, which could have only been successful because of the efforts of so many people, including the Council, City Manager, and all departments of the City, this celebration will indeed be one for the record books.

Do to these efforts and the generous support we received from so many, The Executive Board of Oildorado Inc. would like to "give back" to the citizens of this unique community.

We have taken the liberty of ordering 10, Six (6) foot park style benches to be placed at the discretion of the city, along Rails to Trails for the use of anyone wishing to rest a while and enjoy one of the nicest walking paths in the county. The benches are Black with white lettering and we hope they will make a nice addition.

I am asking that an item be placed on the agenda, to accept this donation, as I know your policies require this.

Attached is a picture of the benches. We would also like to assist in their installation since we would like this to be a no cost donation to the City.

Thank you for all you do.

Respectfully,

Paul Linder, President

Oildorado Inc.



**P.O. BOX 522 • TAFT, CA 93268**  
**EMAIL: oildorado@yahoo.com**  
**WWW.TAFTOILDORADO.COM**



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# City of Taft Agenda Report

**DATE:** September 20, 2016  
**TO:** Honorable Mayor and Council Members  
**FROM:** Public Works

**AGENDA ITEM:**

**AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN**

**SUMMARY STATEMENT:**

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation and telecommunications. The City of Taft has begun a comprehensive evaluation of its curb ramps, sidewalks and other rights of way to identify accessibility barriers to individuals with disabilities.

The development of a transition plan is a requirement of the federal regulations implementing the Rehabilitation Act of 1973, which requires that all organizations receiving federal funds make their programs available without discrimination to persons with disabilities.

Title II of the Americans with Disabilities Act of 1990, mandates that a public entity develop a transition plan, to identify any structural changes necessary to achieve program accessibility. A self-evaluation is required and intended to identify problems or physical barriers that may limit accessibility by the disabled and describe potential compliance solutions.

Included in Title II are administrative requirements for all government entities employing more than fifty (50) people. These administrative requirements are:

- Designation of a person who is responsible for overseeing Title II compliance;
- Development of an ADA complaint procedure;
- Completion of a self-evaluation; and
- Development of a transition plan if the self-evaluation identifies any structural modifications necessary for compliance.

**RECOMMENDED ACTION:**

Motion to establish and accept the ADA Transition Plan dated September 2016.

**IMPACT ON BUDGET (Y/N):** YES  
**ATTACHMENT (Y/N):** YES (ADA Transition Plan)  
**PREPARED BY:** Craig Jones

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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# Americans with Disabilities Act (ADA)

## Transition Plan

September 2016

CITY OF TAFT  
209 Kern Street  
Taft, CA 93268

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## **I. INTRODUCTION**

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation and telecommunications. The City of Taft has begun a comprehensive evaluation of its curb ramps, sidewalks and other rights of way to identify accessibility barriers to individuals with disabilities.

The development of a transition plan is a requirement of the federal regulations implementing the Rehabilitation Act of 1973, which require that all organizations receiving federal funds make their programs available without discrimination to persons with disabilities. The Act, which has become known as the “civil rights act” of persons with disabilities, states that: No otherwise qualified [disabled] individual in the United States shall, solely by reason of [disability], be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (Section 504).

Subsequent to the enactment of the Rehabilitation Act, Congress passed the Americans with Disabilities Act on July 26, 1990. The Department of Justice’s Title II regulation adopts the general prohibitions of discrimination established under Section 504 and incorporates specific prohibitions of discrimination for the ADA. Title II mandates that a public entity develop a transition plan, to identify any structural changes necessary to achieve program accessibility. A self-evaluation is required and intended to identify problems or physical barriers that may limit accessibility by the disabled and describe potential compliance solutions.

Included in Title II are administrative requirements for all government entities employing more than fifty (50) people. These administrative requirements are:

- Designation of a person who is responsible for overseeing Title II compliance;
- Development of an ADA complaint procedure;
- Completion of a self-evaluation; and
- Development of a transition plan if the self-evaluation identifies any structural modifications necessary for compliance.

## **II. ADA COORDINATOR**

The City Manager has designated the Building Official as the ADA Coordinator. This position is responsible for ensuring that all programs, services, and activities of the City of Taft are accessible to and usable by individuals with disabilities. The City’s ADA Coordinator is:

Charles Tellis, Building Official  
City of Taft  
209 E. Kern St.  
Taft, CA 93268  
(661) 763-1222 Ext 25  
[ctellis@cityoftaft.org](mailto:ctellis@cityoftaft.org)

To request an ADA accommodation or file an ADA grievance, contact the ADA Coordinator and follow the established procedures outlined in Section III.

## **III. ACCOMMODATION AND GRIEVANCE**

## **1. Requesting an ADA Accommodation**

The request for accommodation should be made and include the name, address and telephone number of the individual requesting the accommodation (see Attachment 1 for Request for Accommodation Form). The request should contain the location of the program, service, activity or facility where the accommodation is required and a description of why the accommodation is needed.

Complete the form and submit it to:

Charles Tellis, ADA Coordinator  
City of Taft  
209 E. Kern St.  
Taft, CA 93268  
(661) 763-1222 Ext 25  
[ctellis@cityoftaft.org](mailto:ctellis@cityoftaft.org)

Within fifteen (15) calendar days of the written request, the ADA Coordinator will respond to the individual requesting the accommodation. If the response by the ADA Coordinator does not satisfactorily resolve the issue, the individual making the request may file a formal grievance with the responsible department(s). All requests for accommodation received by the ADA Coordinator will be kept by the City of Taft for at least three (3) years.

## **2. Filing an ADA Grievance**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of the disability in the provision of services, activities and programs by the City of Taft.

### **a) Step 1 – The Written Complaint**

The complaint should be in writing and contain information about the alleged discrimination such as name, address and phone number of the complainant and location, date and description of the problem (see Attachment 2 for Filing an ADA Grievance Form). Alternative means of filing complaints will be made available for persons with disabilities upon request.

Contact the ADA Coordinator to request this information in an alternate format or the “Request for Accommodation” or “ADA Grievance” form. The complaint should be submitted by the complainant as soon as possible, but no later than ninety (90) calendar days after the alleged violation (or discovery thereof) to:

Charles Tellis, ADA Coordinator  
City of Taft  
209 E. Kern St.  
Taft, CA 93268  
(661) 763-1222 Ext 25  
[ctellis@cityoftaft.org](mailto:ctellis@cityoftaft.org)

### **b) Step 2 – Meeting with the ADA Coordinator**

Within fifteen (15) calendar days of the written complaint, the ADA Coordinator will meet with the

complainant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the ADA Coordinator will respond in writing or in a format accessible to the complainant. The response will explain the position of the City of Taft and offer options for resolution of the complaint.

### **c) Step 3 – Appeal to the City Manager**

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision, within fifteen (15) calendar days after receipt of the response, to the City Manager or an appointed representative.

Within fifteen (15) calendar days after receipt of the appeal, the City Manager, or an appointed representative, will meet the complainant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the City Manager, or an appointed representative, will respond in writing or in a format accessible to the complainant of final resolutions to the complaint.

All written complaints received by the ADA Coordinator, appeals to the City Manager, and responses from the ADA Coordinator and the City Manager, will be kept by the City of Taft for at least three (3) years.

## **3. Accommodation and Grievance Response**

In responding to request(s) for structural improvement brought through the ADA Accommodation and Grievance process, the ADA Coordinator is limited to the funds in the ADA Advisory Committee Fund. In the event that these allocated funds are insufficient or already spent, subsequent improvements will be prioritized and scheduled in subsequent fiscal years.

## **IV. DEFINITIONS**

As used in this Transition Plan (Plan), the following terms shall have the meaning ascribed to them in this Section, which are consistent with the provisions of existing federal and state law, including the regulations promulgated thereunder. Except to the extent expressly stated to the contrary, any term not expressly defined in this Section or elsewhere in this Transition Plan that has an expressly defined meaning in either the ADA or the regulations promulgated thereunder (“Regulations”) shall have the meaning ascribed to it by the ADA or the Regulations, in that order of preference. All other terms shall be interpreted according to their plain and ordinary meaning.

**ADA:** “ADA” means and refers to the Americans with Disabilities Act as contained at 42 U.S.C. § 12101 et seq.

**ADAAG:** “ADAAG” means and refers to the Americans with Disabilities Act Access Guidelines, codified at Appendix A to 28 Code of Federal Regulations part 36 and at Appendix A to 49 Code of Federal Regulations part 37. “ADAAG Standards” means and refers to physical conditions that meet the new construction and/or alterations standards set forth in ADAAG guidelines.

**Compliance Period:** “Compliance Period” means and refers to the period of time for which this Transition Plan will be in effect. The Transition Plan shall become effective upon Final Approval, and remain in effect for up to 30 years. The City may dissolve the Transition Plan at any time upon a showing that it provides Program Access to Pedestrian Rights of Way or upon a showing that it has met or exceeded the monetary obligations specified in this Transition Plan.

Alternatively, the Transition Plan will remain in effect until it dissolves automatically 30 years after Final Approval.

**Compliant Curb Ramp:** “Compliant Curb Ramp” means and refers to a curb ramp that is constructed to comply with state and/or federal law (whichever provides the higher access standard) in place at the time of construction. In the case of a location where it is Structurally Impracticable or Technically Infeasible to build a fully compliant curb ramp, or where construction of a fully compliant curb ramp would constitute a Fundamental Alteration of a service, program, or activity of the City of Taft or an Undue Burden on the City of Taft, a curb ramp that complies with access standards, or was constructed to the standards existing at the time of construction, or to the maximum extent feasible, will constitute a Compliant Curb Ramp as long as the requirements set forth in this Transition Plan for justifying the reasons for the City to avoid full compliance are met.

**Curb Ramp:** “Curb Ramp” is used interchangeably with “curb cut.”

**Detectable Warnings:** “Detectable Warnings” means and refers to truncated domes which provide a tactile surface at the transition between the curb and the street, assisting pedestrians with Vision Disabilities in determining when they enter the street.

**Final Approval:** “Final Approval” means and refers to the date when the City Council approves the “Americans with Disabilities Act (ADA) Transition Plan” for the City of Taft.

**Fundamental Alteration:** “Fundamental Alteration” means and refers to an action that, if taken by the City of Taft, would result in a fundamental alteration in the nature of the service, program or activity of Pedestrian Rights of Way in the City of Taft. If the City claims that any action otherwise required by this Transition Plan would constitute a Fundamental Alteration, the City shall have to demonstrate that such alteration would result, and the decision that an action would constitute a Fundamental Alteration must be made by the ADA Coordinator and City Engineer, or his or her designee, after considering all funds available for such work, and must be accompanied by a written statement of the reasons for reaching that conclusion.

**Mobility Disability:** “Mobility Disability” means and refers, with respect to an individual, to any physical or mental impairment or condition that substantially limits an individual’s ability to move his or her body or a portion of his or her body and includes, but is not limited to, orthopedic and neuromotor disabilities and any other impairment or condition that limits an individual’s ability to walk, maneuver around objects, ascend or descend steps or slopes, and operate controls. An individual with a Mobility Disability may use a wheelchair or motorized scooter for mobility, or may be Semi-Ambulatory.

**Pedestrian Rights of Way:** “Pedestrian Rights of Way” means and refers to all sidewalks over which the City of Taft has responsibility or authority as well as all Curb Ramps and crosswalks serving such sidewalks and any other pathways used by pedestrians along public rights of way, including pedestrian pathways through public parking lots.

**Statutory Defenses:** “Statutory Defenses” means and refers to the City’s right to assert under this Transition Plan that removal of any barrier or installation of a Compliant Curb Ramp is not required because such barrier removal or curb ramp installation would be Technically Infeasible, or Structurally Impracticable, or that it would constitute an Undue Burden or Fundamental Alteration.

**Structurally Impracticable:** “Structurally Impracticable” means and refers to circumstances in which the unique characteristics of terrain prevent the incorporation of accessibility features. If

it is structurally impracticable to provide full access at any location along pedestrian rights of way, the City shall comply with access requirements to the extent that it is not structurally impracticable to do so. (See ADAAG § 4.1.1(5) (a)).

**Technically Infeasible:** “Technically Infeasible” means, with respect to an alteration of a building, facility or Pedestrian Right of Way, that it has little likelihood of being accomplished because existing physical or site constraints or a lack of public right of way prohibit modification or addition of elements, spaces, or features which are in full and strict compliance with the minimum requirements for new construction and which are necessary to provide accessibility (See ADAAG § 4.1.6(1)(j)).

**Third Party Entity:** “Third-Party Entity” means an entity other than the City of Taft that controls certain barriers or elements of barriers in a Pedestrian Rights of Way. Transit agencies and local utilities are examples of Third Party Entities.

**Title 24:** “Title 24” means and refers to the regulations set forth at Title 24 of the California Code of Regulations, also, known as the Building Codes.

**Undue Burden:** “Undue Burden” means and refers to an action that, if taken by the City of Taft, would result in an undue financial and administrative burden. In order to demonstrate that removal of a barrier would constitute an Undue Burden, the decision must be made by the ADA Coordinator and City Engineer, or his or her designee, after considering all resources available from various funding sources for removal of barriers, and must be accompanied by a written statement of the reasons for reaching that conclusion. In preparing such a statement, the City may consider the usability of the existing facilities.

## **V. PUBLIC WORKS COMMITTEE (ADA ADVISORY COMMITTEE)**

The Public Works Committee will act as the ADA Advisory Committee (“Advisory Committee”). The Public Works Committee is comprised of representatives from City government (two Council Members), City Manager/Public Works Director, City Engineer and Public Works Administrative & Operations Coordinator. The Committee will meet periodically to discuss issues related to disability and access. It is the intent of this Transition Plan to have the Public Works Committee in charge of ADA access related issues. If the Public Works Committee is disbanded or becomes inactive at any time during the life of this Transition Plan, the responsibilities of the Public Works Committee under this Transition Plan, as set forth below, will be assigned to its successor, if any, or to the City Manager.

The Public Works Committee is charged with specific responsibilities under this Transition Plan related to barrier removal and access along the City’s Pedestrian Rights of Way. For the life of this Transition Plan, the Public Works Committee, or its successor, shall have ongoing responsibility for the following:

### **1. Selection and Prioritization of Barrier Removal Projects**

The Public Works Committee shall make recommendations regarding barrier removal projects to be prioritized and funded from the Advisory Committee Fund annually. The recommendations of the Public Works Committee shall be submitted to the City Council for review and approval. The City Council shall have final authority over the approval and authorization of projects; however the City Council will not unreasonably disregard the recommendations of the Advisory Committee

**a. Barriers to be Addressed**

The Advisory Committee Fund may be used for the following projects: (1) Installing Compliant Curb Ramps, including Detectable Warnings (at intersections where there are no curb ramps or where existing curb ramps do not meet current access standards); (2) Removing abrupt changes of level, whether caused by tree roots or any other deterioration or displacement of the surface of the Pedestrian Rights of Way; (3) Providing accessible crosswalks (by providing appropriate contrasting striping, developing or maintaining a policy concerning audible pedestrian signals, providing accessible pedestrian crossing controls, and removing any abrupt changes in level affecting the path of travel across the street; crosswalk access does not require any effort to remove slopes or cross slopes consistent with the slope of the street for vehicle traffic and/or drainage); (4) Removing obstacles in the Pedestrian Rights of Way that narrow the pedestrian pathway to less than 32 inches; (5) Removing or providing Detectable Warnings for overhanging obstacles below 80 inches above the pedestrian rights of way that are not detectible to a blind pedestrian using a cane; and (6) Removing excessive cross slopes perpendicular to the primary direction of travel along the pedestrian rights of way, whether caused by driveways crossing the Pedestrian Right of Way or by any other reason.

**b. General Prioritization Standards**

It is the goal of the City of Taft to continue its efforts to improve pedestrian accessibility. This effort has been exemplified through past achievements in capital improvement projects. Following the completion of the Safe Routes to Schools – Various Locations project in March 2015 and the Center Street Rehabilitation from 4<sup>th</sup> St. to 6<sup>th</sup> St. in September 2015, numerous compliance issues such as curb ramps, truncated domes, and crosswalks were addressed. To continue reaching its goals, the City of Taft plans to utilize the following criteria to prioritize its sidewalk and curb ramp program:

**Priority One:**

- Provide access to state or local facilities or offices - Since the ADA requires that funding priority be given to "walkways serving local and state government offices and facilities," these conditions have received the highest priority in the City's self-evaluation process.

**Priority Two:**

- Provide access to places of accommodation - Locations that provide access to "public, commercial, medical, professional, educational, or recreational services" are high priorities for curb ramp sites.

**Priority Three:**

- Provide access to public transit - A goal of the curb ramp program is to improve access to bus stops along heavily used bus routes.

**Priority Four:**

- Enhance safety at pedestrian crossings - High priority is given to curb ramps that will allow for safe crossings at controlled or marked intersections.

**Priority Five:**

- Create connected systems of accessible pathways - Staff will look for opportunities to complete partially accessible intersection or pathway and to expand an existing pathway system.

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In all planned projects, consideration will also be given to the severity of existing barriers and

overall efficiency of project work. The ADA Advisory Committee and the City Council have discretion to authorize the removal of barriers in lower priority categories before removing barriers in higher priority categories if they deem such prioritization to be a more effective or efficient use of barrier removal resources.

**c. Annual Selection Process – Self-Evaluation Plan**

Every year, the Public Works Committee shall select and prioritize a list of barrier removal projects no later than 60 days after the beginning of the new fiscal year. This list will be provided to the City Council, who will approve a final list no later than 90 days after the beginning of the new fiscal year. The list of barrier removal projects approved by the City Council will be included in the Annual Report. The list of barrier removal projects may be revised by the City Council, in consultation with the Public Works Committee, during the course of the fiscal year.

Self-evaluation also takes place after the Transition Plan is complete. Periodic reviews and updates to the Plan must be conducted to ensure ongoing compliance with ADA requirements. Self-evaluation activities would then consist of reviewing the Plan to determine the level of compliance, and determine if any additional areas of upgrade are needed. If deficiencies are found, these are catalogued and the Transition Plan updated to detail how and when the barriers to pedestrian access would be removed.

**d. Limitations on Barrier Removal**

Under no circumstances will the City be obligated to remove any barrier if removal of such barrier would create an Undue Burden or a Fundamental Alteration, or if removal of such barrier would be Technically Infeasible or Structurally Impracticable. To the extent that the City Council determines that it would be an Undue Burden or Fundamental Alteration to remove a particular barrier, or that removal of a particular barrier would be Technically Infeasible or Structurally Impracticable, it must include such a determination in its regular reports as set forth below. Further, under no circumstances will the City be obligated to initiate eminent domain proceedings against a property owner in order to address any barrier.

**e. Barriers Under Control of Third Party Entities**

Certain barriers in the Pedestrian Right of Way involve elements under the control of entities other than the City of Taft. The City has no right or obligation to remove such barriers unilaterally. The City may, but has no obligation to, seek funding or participation in barrier removal work from such third party entities, which may include transit agencies, local utilities, or other entities that maintain equipment in the Pedestrian Rights of Way. Any contribution of money for barrier removal work by third party entities or any work done by such third party entities to remove barriers will be in addition to the work done based on the other obligations set forth in this Transition Plan. Money from the Advisory Committee Fund may be appropriated to supplement work performed under this section at the discretion of the Public Works Committee and City Council.

**2. Community Outreach Program**

The Public Works Committee shall develop and oversee the City’s Community Outreach Program. The Community Outreach Program shall be designed to seek input from the public regarding the City’s ongoing barrier removal efforts. As part of its Community Outreach Program, the Public Works Committee will hold annual community meetings for the first two years of the Compliance Period to discuss the City’s Transition Plan and to help further identify new and existing physical

barriers to access along the City’s Pedestrian Rights of Way. After the first two years of the Compliance Period, the Public Works Committee may hold additional community meetings at its discretion, but in no instance shall it go more than five years without holding such a community meeting.

## **VI. FUNDING**

### **1. Advisory Committee Fund**

The City will dedicate the equivalent of 5% of its annual gas tax revenue (Sections 2105 and 2106) or a minimum of \$5,000 (whichever is greater), to a fund used exclusively to install Compliant Curb Ramps or remove barriers in the Pedestrian Rights of Way (including sidewalks and pedestrian pathways in public parking lots). This fund will be known as the “Advisory Committee Fund.” All work described in this Transition Plan shall be paid for through this fund with the exception of work done in conjunction with street overlays and reconstruction, work done using dedicated funding, and work affecting barriers under the control of third party entities. Projects using the money from this fund will be selected by the City’s Public Works Committee with reference to the general guidelines set forth in this Transition Plan and with approval of the City Council. Upon joint determination by the Public Works Committee and the City Council that all necessary Compliant Curb ramps have been installed and barriers have been removed at all required locations, the funding under this Paragraph shall no longer be required.

### **2. Leveraging Additional Funding Sources and City Programs**

The Public Works Committee shall confer with the City’s ADA Coordinator a minimum of one time per year to assess how to best leverage additional City funds, if any, and/or additional City Programs, if any, that can be used to install Compliant Curb ramps or remove barriers along the City’s Pedestrian Rights of Way.

### **3. Additional Funding**

If any new, permanent, transportation funding source for street maintenance is created during the life of this Transition Plan (through a ballot measure or otherwise), 5% of this additional revenue source or the equivalent will also be dedicated to the Advisory Committee Fund.

### **4. Annual Exhaustion of Advisory Committee Fund**

The City contemplates that the amount of the Advisory Committee Fund will be allowed to accrue until a minimum of \$25,000 is available for expenditure on a project at one time in order to maximize the amount of work that can be accomplished. Any funds not used in any given fiscal year(s) will be carried over into the succeeding year(s). Any expenditure(s) that exceed the amount of money in the Fund in a given fiscal year(s) will be credited in the succeeding fiscal year(s). In the event that the City allocates funds in excess of the annual obligation to the Advisory Committee Fund in any given year, such excess funds will be credited toward its future obligations in each succeeding fiscal year. However, in no year shall the City allocate less than \$3,000 to the Advisory Committee Fund. If the Transition Plan is terminated early based on a petition by the City that it has otherwise met its financial obligations, this annual minimum allocation requirement shall also cease.

## **VII. RIGHT OF WAY ACCESSIBILITY**

### **1. Introduction**

The City currently is engaged in an on-going effort to construct curb ramps, sidewalks, and other pedestrian facilities at numerous locations. This construction activity involves several types of projects, including street overlay projects, street beautification projects, utility construction projects and other capital improvement projects in the public right-of-way. In addition, when this ADA Transition Plan is approved and implemented, more curb ramps and related improvements will be constructed.

While it is important to assure that codes and standards used to design and construct curb ramps and related improvements are up-to-date, it is equally important that ADA improvements are constructed properly and in compliance with all applicable codes and standards. Therefore, the monitoring of construction activities and the reporting of the status of improvements is vital in assuring an effective overall compliance program. See Attachment 3 for Sidewalk Inspection Form and Attachment 4 for Curb Ramp Inspection Form.

## **2. Street Overlays and Reconstruction**

Each time the City overlays or reconstructs a street, it will, subject to the availability of funding, ensure that Compliant Curb Ramps are installed at each intersection as part of the overlay project. This requirement does not pertain to slurry seals, cape seals, or base failure repairs. The Advisory Committee Fund shall contribute up to 50% of this Compliant Curb Ramp work Dedicated Funding.

If the City obtains dedicated funding for any additional street overlays or reconstruction, it will ensure that Compliant Curb Ramps are installed at each intersection as part of the overlay or reconstruction project. If the City obtains dedicated funding for redevelopment work that includes complete removal and reconstruction of a section of Pedestrian Right of Way, the City will ensure that the reconstructed sidewalk is accessible, subject to all available defenses. This work will be in addition to the work supported by the Advisory Committee Fund.

Sidewalks, curb ramps and/or driveways are installed, repaired and/or brought into compliance in all street-related capital improvement projects, which include State and Federally funded street improvement projects.

## **3. Slurry Seal Requirement**

The City will include in any slurry sealing work or cape sealing work it performs, a requirement to look for excessive build up which can create an inaccessible “lip” in the curb ramp area and will grind down any such lips subject to the City’s claim that such work is subject to any Statutory Defenses.

## **4. City Monitoring of New Permitted Development and Alterations**

The City will monitor all permitted construction work approved after the Effective Date of this Transition Plan affecting the Pedestrian Rights of Way to ensure that it conforms to the requirements set forth in this Transition Plan. In any location where an access feature required under the terms of this Transition Plan does not fully conform to access standards, and where the City claims that full compliance is not required due to any Statutory Defense, the City’s explanation of its determination that full access is not required will be included and explained in the next Annual Report.

## **5. City Monitoring of Permitted Work to Existing Driveways**

The City will monitor all permitted work for existing driveways. The City will not approve any permit to modify an existing driveway that would create an unreasonable cross-slope or worsen an existing

cross-slope within the path of travel along Pedestrian Rights of Way.

## **6. Sidewalk Maintenance Program**

Under Taft Municipal Code Title 2-5-1-1, property owners are currently required to maintain their sidewalks in such a way that they do not impede public access, pose a safety hazard, endanger persons or property, or interfere with public convenience. If repairs are required, the property owner can either do the work or hire a licensed contractor. When private property owners fail to fix problem sidewalks after being notified by the City, the City may make required repairs and place a lien on the property owner's lot or lots to recoup costs, if necessary.

## **7. Preventative Efforts to Deter Movable Barriers**

Subject to its discretionary authority under the provisions of California Government Code § 818.2, the City will take reasonable steps to prevent or deter the placement of movable barriers on sidewalks, which may, but need not include conducting public information campaigns through mailers, providing community information, and utilizing other avenues of communication recommended by the Public Works Committee. The Public Works Committee may consult with the City's Code Enforcement personnel to increase public awareness of issues related to access along the City's Pedestrian Rights of Way. The Public Works Committee may, at its discretion, recommend use of Advisory Committee Funds to promote increased awareness of disability access issues within the community.

# **VIII. REPORTS AND MONITORING**

## **1. Annual Report**

At the conclusion of each fiscal year until the end of the Compliance Period, the City shall provide a report ("Annual Report") to the City Council describing the actual work done to implement this Transition Plan during the previous twelve months and a prospective plan of projects the City plans on undertaking to improve access to Pedestrian Rights of Way in the upcoming year. The Annual Report will be completed within one hundred and twenty (120) days from the end of the fiscal year and will include:

2. A summary or listing of all written complaints or requests for removal of particular barriers received since the prior report, including information specifying whether the City has taken action to remove the barrier.
3. Summaries of work done to ensure access and/or remove access barriers in conjunction with asphalt overlay projects, projects completed with Dedicated Funds and projects completed with the Advisory Committee Fund.
4. A list of all barriers, if any, for which the City asserts that it has a Statutory Defense excusing installation of a Compliant Curb Ramp or removal of an access barrier. If the City asserts that it has a Statutory Defense that limits its ability to remove a barrier or to install a Curb Ramp that meets all current standards, the City will include in the report a written statement by the ADA Coordinator and/or City Engineer (or his or her designee) providing the reasons for reaching that conclusion. To the extent that the City claims that installation of a fully compliant Curb Ramp or removal of an existing barrier would be an Undue Burden, the written statement will include his or her consideration of all resources available from the Advisory Committee Fund and any other source of funding set forth in this Agreement as available for the removal of access barriers.

5. Information regarding the removal of barriers along the Pedestrian Rights of Way from the ADA Coordinator and/or City Engineer.
6. Information describing efforts made by the City or Public Works Committee to leverage additional programs or funding sources to install Compliant Curb Ramps or remove access barriers in the Pedestrian Rights of Way.
7. Information regarding efforts at Community Outreach, and any action being taken as a result of such community outreach.
8. Information documenting all barrier removal efforts accomplished in conjunction with Third Parties (such as utility companies).
9. A prospective plan of projects for the upcoming year based on the priority recommendations of the City's Public Works Committee; and approved by the City Council.
10. A Monitoring Report, as described below, for the first three years of the Compliance Period.

## **2. Monitoring Report**

The City of Taft will utilize a Registered Professional Civil Engineer who is either employed by the Public Works Department or designated by the Public Works Director (“The Engineer”) to monitor the City’s compliance with this Transition Plan for a period of three years from the date of execution. The Engineer will annually inspect 8-10% of the locations within the Pedestrian Rights of Way at which barriers have been removed to ensure that such barrier removal is completed properly within acceptable tolerances. Such inspections will determine whether there are remaining barriers at sites that were identified as having all barriers removed, or whether barrier removal work was completed properly. The Engineer will annually produce a report (“Monitoring Report”) containing his or her findings to the City. The Monitoring Report may be prepared in conjunction with or as part of the Annual Report at the discretion of the City Manager/Public Works Director.

## **IX. 2016 SIDEWALK and CURB RAMP SELF-EVALUATION: FINDINGS AND RECOMMENDED ACTIONS**

For a number of reasons, it will be very difficult to immediately remove all the barriers to program access. The reasons include the number of streets and barriers involved compared to the City's resources as well as the need to acquire land in some instances from adjacent property owners to make room for sidewalk widening. Therefore, barriers in the rights-of-way and curb ramps will be removed systematically in phases to ensure equality among City programs. It is the intent of the City to address barriers to accessibility in the rights-of-way and curb ramps within a time frame of ten years, depending on the immediate necessity, degree of complexity and overall cost.

Over the years the City has partnered with the School District in applying for both the Federal and State Safe Routes to School program. Safety for students walking and biking to school has always been a top priority for both agencies.

The City of Taft has contracted Helt Engineering Inc. to perform a sidewalk, street and curb ramp inventory of the routes adjacent to and around school zones for the local schools Roosevelt Elementary, Parkview Elementary, Taft Primary, and Lincoln Junior High School. This inventory

details each item found to be in noncompliance with current ADA and Title 24 requirements and City approved policies.

<b>Roosevelt Elementary and Lincoln Junior High</b>				
LOCATION	PROBLEM	SOLUTION	PRIORITY	ESTIMATED COST
Wildcat Way – from San Emidio St. to Warren St.	Non-compliant accessible ramps at alleys, broken sidewalks with x-slope over 2%	Provide accessible ramps and sidewalks per current ADA standards	Priority 2	\$67,600.00
Warren Street – from Wildcat Way to 4 <sup>th</sup> St	Non-compliant accessible ramps at alleys, broken sidewalks with x-slope over 2%	Provide accessible ramps and sidewalks per current ADA standards	Priority 2	\$160,700.00
<b>Taft Primary School</b>				
LOCATION	PROBLEM	SOLUTION	PRIORITY	ESTIMATED COST
3 <sup>rd</sup> Street – from Lucard St. to San Emidio St.	Non-compliant accessible ramps at alleys; broken sidewalks with x-slope over 2%; Non-compliant driveways	Provide accessible ramps and sidewalks per current ADA standards	Priority 2	\$49,150.00
2 <sup>nd</sup> Street – from Lucard St. to San Emidio St.	Non-compliant accessible ramps at alleys; broken sidewalks with x-slope over 2%; Non-compliant driveways	Provide accessible ramps and sidewalks per current ADA standards	Priority 2	\$40,600.00
Lucard Street – from 3 <sup>rd</sup> St. to 2 <sup>nd</sup> St.	Broken sidewalks with x-slope over 2%; Non-compliant driveways	Provide accessible ramps and sidewalks per current ADA standards	Priority 2	\$51,500.00
San Emidio Street – from 3 <sup>rd</sup> St. to 2 <sup>nd</sup> St.	Non-compliant accessible ramps at alleys; broken sidewalks with x-slope over 2%; Non-compliant driveways	Provide accessible ramps and sidewalks per current ADA standards	Priority 2	\$24,100.00
<b>Church Street Capital Improvement Project</b>				
The City will rehabilitate Church Street from Pilgrim Ave. to Alley south of Rainer Ave. This is a federally funded project under the Regional Surface Transportation Program (RSTP) program. The City has recently, (Spring & Summer of 2016), retrofitted all curb ramps within the project limits, however the driveways will not be retrofitted at this time since it is Technically Infeasible as it necessary to acquire land from adjacent property owners to make room for the installation of pedestrian passageways behind existing driveways and/or sidewalk widening.				
LOCATION	PROBLEM	SOLUTION	PRIORITY	ESTIMATED COST
Church Street – from Pilgrim Ave. to Rainer Ave.	Non-compliant driveways; non-existent pedestrian passageway at driveways	Provide accessible pedestrian passageway per current ADA standards	Priority 5	\$713,000.00 plus
Church Street – at Sunset Ln.	3 - Non-compliant accessible ramps at intersection	Provide accessible ramps	Priority 2	\$40,000.00

**ATTACHMENT 1 – REQUEST FOR ACCOMMODATION FORM**



Title II of the Americans with Disabilities Act  
Section 504 of the Rehabilitation Act of 1973

## Request for Accommodation Form

**Instructions:** Please fill out this form completely, using black ink or typing. Sign and send it to the address at the bottom of the page. This form is available in alternate formats by request.

<b>Reporting Individual:</b>			
Name and Address:			
City, State, ZIP Code:			
Telephone Number(s):	Home:	Business:	
<b>Service, Program or Facility Requiring Accommodation:</b>			
Name of Service/Program or Facility:			
Address:			
City, State, ZIP Code:			
Telephone Number:			
Date of Incident or Discovery:			
<b>Describe the reason for requiring the requested accommodation (please feel free to use additional attachments as necessary):</b>			
<b>Action Taken (for Office Use):</b>			<b>Date of Action:</b>
<b>Signature of Reporting Individual:</b>			<b>Date:</b>

Please mail to: ADA Coordinator, City of Taft, 209 E. Kern St. Taft, CA 93268

For Office Use: File No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

**ATTACHMENT 2 – ADA GRIEVANCE FORM**



**ATTACHMENT 3 – SIDEWALK INSPECTION FORM**





**ATTACHMENT 4 – CURB RAMP INSPECTION FORM**



8	Is the sidewalk at the "top" of CR at least 36" wide?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
		"		"		"		"		"		"	
9	Does CR have flared sides? If yes, answer the next two questions. If not, skip to 10.	Y	n/a										
9a	If the sidewalk at the "top" of CR is 48" wide or more, is the slope of the flared sides 10% or less?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
		%		%		%		%		%		%	
9b	If the sidewalk at the "top" of CR is less than 48" wide, is the slope of the flared sides 8.33% or less?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
		%		%		%		%		%		%	
10	If no flared sides, is there an obstruction or grass on each side of CR that discourages peds from walking across ramp?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
11	If CR is built-up to curb, is it outside the path of cars?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
11a	If built-up, are flared sides slope 10% or less? If not, are edge protectors & handrails present	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N

Answer the last two questions only if the CR is located at a marked crossing:

12	Is ramp of CR contained in ped markings?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
13	If corner-type CR, is bottom of landing at least 48" long and contained in crosswalk?	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
		"		"		"		"		"		"	



# City of Taft Agenda Report

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**DATE:** September 20, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**PROFESSIONAL SERVICES AGREEMENT WITH GRAPHIC SOLUTIONS FOR CITYWIDE SIGN PROGRAM AND WAYFINDING**

**SUMMARY STATEMENT:**

On January 19, 2015, approved a professional services agreement with Graphic Solutions to work with City staff and the Economic Development Ad Hoc Committee to redesign the City logo and sign program. Graphic Solutions completed the logo design and sign program in April 2016. With the recent local logo design contest completed, the City needs to incorporate the new design into the original Graphic Solutions' designs. This new contract with Graphic Solutions will finalize background elements on the monument and billboard signs at the edge of Taft, determine the best locations for directional wayfinding signs, and finalize details on the Downtown Gateway sign.

The Economic Development Ad Hoc Committee will continue to serve as the reviewing committee and make a recommendation to City Council on the final design(s).

**RECOMMENDED ACTION:**

1. Motion to enter into a Professional Services Agreement with Graphic Solutions to finalize the Taft Citywide Sign Program and Wayfinding Project
2. Motion to approve a contract amount not to exceed \$20,000 from the General Fund

**FUNDING SOURCE:** \$20,000 from General Fund, Not Budgeted

**ATTACHMENT (Y/N):** Professional Services Agreement  
Graphic Solutions Proposal & Contract

**PREPARED BY:** Mark Staples, Director, Planning & Community Development

**REVIEWED BY:**

<b>CITY CLERK:</b>	<b>FINANCE DIRECTOR:</b>	<b>CITY MANAGER:</b>
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## **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") made this \_\_\_th day of September, 2016, by and between the CITY OF TAFT ("City") and Graphic Solutions ("Consultant"),

### **WITNESSETH**

WHEREAS, City wishes to hire Consultant to provide professional design services, which includes, but is not limited to, a Citywide Sign Program and Wayfinding Concept Designs. The project is intended to include or provide 1) Meetings with city staff and the Taft Economic Development Ad Hoc Committee, 2) Conduct preference surveys on preferred designs, 3) Incorporate the new logo designs for existing monument signs, highway directional signs, city wayfinding, downtown gateway, directional and directory signs, 4) Develop schematic location maps for sign locations, 5) Prepare preliminary cost estimates for signs, and 6) Present recommended design concepts to the City Council for review and approval; and to perform the tasks for each phase of service as described in the Consultant's Proposal and Contract attached hereto as Exhibit "A" and by this reference made a part hereof (the "Services") and Consultant is agreeable thereto under the terms and conditions described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim; and

2. City hereby contracts with Consultant to perform the Services and Consultant agrees to provide the Services under the terms and conditions hereinafter described.

3. Consultant shall provide the Services at a cost not to exceed \$20,000.00. Consultant's compensation shall be calculated based on the number of hours expended by the Consultant charged at the rates more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof. City shall pay Consultant based on invoices submitted by Consultant no more often than monthly. The invoices shall contain a description of the Services performed during the period referred to in the invoice and of the employees performing them, and the number of hours expended, provided, however, that no such invoice shall include charges for Services not yet performed. Each invoice shall contain such other information and documentation as City may reasonably require. City Manager or his designated representative, shall have the right of reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

- a. In addition to the compensation payable to Consultant, City agrees to pay certain reimbursable costs that may be incurred by Consultant (the "Costs"). These Costs may include procured services or other listed additional reimbursable expenses defined in Exhibit "B", provided, however, that no Costs shall be incurred without

City's prior written consent. All Costs billed in any invoice shall be itemized and describe how Costs were incurred and include copies of receipts where applicable. City shall have the right of reasonable review and approval of the Costs. Should the City wish to review periodic invoices outlining the individual costs during the previous monthly billing cycle the reviews shall not exceed two weeks in duration. Should 14 calendar days expire without a decision regarding the validity of individual expenses Consultant shall consider the Invoice and all aggregate charges itemized in a specific Invoice approved in order to maintain overall project progress required to meet the deadlines established for the individual phases of the work.

4. Consultant shall complete the individual scope of services for each phase within the time frames agreed upon by the City and Consultant for this Agreement.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liability, expenses, and damages, including attorney's fees, arising out of or in any way connected to the professional architectural and engineering services performed by the Consultant and his sub-consultant team. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by the City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

- a. Comprehensive liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence, automobile liability for owned, hired, and non-owned vehicles; and
- b. Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," excluding professional liability insurance, and providing further that same shall not be terminated nor coverage reduced without ten (10) days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void. All documents, reports, information, data, exhibits, maps, tables, charts, and all other matters generated by Consultant shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City. In the event Consultant needs to access City files in the performance of its Services, Consultant shall first receive authorization from the City Manager to do so.

8. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event Consultant shall be entitled to payment for those services rendered through the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed, emailed, or when deposited in the United States mail, postage prepaid, first class, faxed or emailed or addressed as follows:

If to City:  
City Manager

209 E. Kern Street  
Taft, California, 93268  
Fax: (661) 765-2480  
[cjones@cityoftaft.org](mailto:cjones@cityoftaft.org)

If to Consultant:  
Graphic Solutions, Ltd

Simon Andrews, Principal  
2952 Main Street  
San Diego, CA 92113  
Fax: (619) 235-6018  
[simon@graphicsolutions.com](mailto:simon@graphicsolutions.com)

Any party may change its address or fax number by giving notice to the other party in the manner herein described.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

16. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

17. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. Consultant agrees to take all reasonable measures to protect City's computer systems from computer viruses including, without limitation, installation and maintenance of the latest versions of anti-virus software. Any computer virus existing as of the date of this Agreement may be removed by Consultant at City's request and at City's sole cost and expense.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

CITY OF TAFT

Graphic Solutions, Ltd, "**Consultant**"

\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Simon Andrews - Principal

ATTEST:

\_\_\_\_\_  
Yvette Mayfield, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jason Epperson, City Attorney

## **PROPOSAL AND CONTRACT**

September 8, 2016

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

Attention: Mr. Mark Staples

### **RE: CITYWIDE SIGN PROGRAM & WAYFINDING CONCEPT DESIGNS**

#### **PURPOSE**

To provide design services to the City of Taft, California to develop and implement a comprehensive citywide wayfinding signage program.

#### **OBJECTIVES**

- Facilitate wayfinding throughout the City
- Enhance the City's identity, reflecting themes associated with the City's history and distinctive character
- Help promote economic growth
- Create signage that is unique, functional and economically viable
- Contribute to recreational and social opportunities and civic pride

#### **SCOPE OF WORK**

Working in close cooperation with City staff, Graphic Solutions will provide the following services:

#### **Phase I. Design Development**

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- A. Prepare design preference surveys incorporating proposed new logo-applied to a variety of signage types.
- B. Meet with staff from City and the Economic Development Ad Hoc Committee to reaffirm project overview, objectives and program parameters and project signage needs; determine design preferences through a preference survey and establish a schedule.
- C. Prepare Location Map to identify sign locations and destinations for the new wayfinding system.



## **Phase II. Schematic Design**

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A. Prepare alternative concept design reflecting recommended treatments and design preferences for the following elements:

1. Monument Signs
2. Highway Directional Signs
3. City Wayfinding: Vehicular and Pedestrian (Directionals and Directory)
4. Downtown Gateway

Concepts will be typical, for purposes of establishing a comprehensive program of design solutions appropriate to the project. Solutions to include indications for sizes, materials, colors, lighting and sign locations.

B. Create schematic plan identifying proposed sign types, sizes and schematic locations.

C. Meeting with City staff and Economic Development Ad Hoc Committee to present preliminary design concepts and draft Location Map for review and comment.

D. Adjust selected scheme.

E. Prepare preliminary cost estimates for the implementation of treated elements.

F. Forward adjusted concepts and preliminary cost estimates to City staff for review and approval.

G. Based on staff approval, prepare presentation for City Council approval.

H. Presentation to City Council for approval.

**TOTAL ESTIMATED FEES for Phases I and II: Not to Exceed \$20,000.00**  
**including expenses**

## **SUBSEQUENT PHASES**

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Subsequent Phases can be provided by addendum or separate contract in addition to the scope of work outlined above and may include:

### **Phase III. Construction Documents**

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- A. Prepare mock-up of vehicular directional sign to verify readability, size and scale.
- B. Perform site study to verify details for design intent drawings and to investigate/document site conditions at proposed sign locations.
- C. Based on City Council-approved concept designs, site studies and review of mock-up, and in coordination with City staff, prepare Design Intent Drawings (11" x 17") and Construction Specifications sufficient for competitive bidding, fabrication and installation by qualified sign contractor, including:
  - Sign Location Plan (based on City-provided street improvement plans)
  - Message Schedule
  - Control dimensions
  - Call-outs for materials, finishes, typestyles, and lighting effects
  - Color specifications
  - Structural Engineering

The following elements will be treated:

1. Monument Signs
2. Highway Directional Signs
3. City Wayfinding: Vehicular and Pedestrian (Directional and Directory)
4. Downtown Gateway

(Does not include copy layouts, camera-ready artwork/patterns, sections or construction details, which are to be provided by sign fabricator or others as part of the shop drawing submittal)

- D. Prepare updated cost estimates for treated elements.

- E. Forward draft Design Intent Drawings, Construction Specifications and updated cost estimates to City staff for review and comment.
- F. Adjustments to Design Intent Drawings and Construction Specifications per City staff comments (one round of adjustments).
- G. Forward final package to City staff for distribution to bidders.

#### **Phase IV. Construction Administration**

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Provide the following services related to implementation of signage:  
Note: Submittals to be delivered to Graphic Solutions' office.

- A. Review, adjust, and approve submittals from sign contractor:
  - shop drawings
  - patterns and photo-ready art
  - materials and color samples
- B. Provide responses to Requests for Information (RFI's)
- C. Perform final inspections, create punch list of required corrections and verify compliance with same (2 site visits).
- D. Coordination and communications with contractors and/or City staff as identified above.



# City of Taft Agenda Report

**DATE:** SEPTEMBER 20, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**AGREEMENT WITH GOVINVEST**

**SUMMARY STATEMENT:**

In June 2012, the Governmental Accounting Standards Board (GASB) issued Statement No. 68, which revises and establishes new financial reporting requirements for governments that provide their employees with pension benefits. GASB 68 is effective for financial statements for fiscal years beginning after June 15, 2014.

With the implementation of GASB 68, employers will be required to recognize a pension liability on their financial statements. This is a report required only and does not affect cash flow. Participating employers will need additional information from CalPERS beyond what is currently provided in the funding actuarial valuation reports to determine their specific pension amounts and related note disclosures.

CalPERS are only providing a single report, but for the CAFR the city needs information broken out by each plan GovInvest, Inc. can provide the additional information needed to meet financial reporting needs, for a fee of \$2,600.

**RECOMMENDED ACTION:**

Motion to approve the Mayor to execute the professional services agreement with GovInvest.

**IMPACT ON BUDGET (Y/N):** No, this expense included in FY 2016-17 budget.

**ATTACHMENT (Y/N):** Yes, GovInvest Proposal

**PREPARED BY:** *Teresa Binkley, Finance Director*

**REVIEWED BY:**

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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## GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of August 18, 2016, by and between the City of Taft of 209 E. Kern Street, Taft, CA 93268, and GovInvest Inc. ("GovInvest") of 3625 Del Amo Blvd. Suite #110, Torrance, California 90503.

**1. DESCRIPTION OF SERVICES.** Beginning on August 18, 2016, GovInvest will provide to the City of Taft the following services (collectively, the "Services"):

GASB 68 Individualized Reports for 5 Risk-Pooled Plans

**2. PAYMENT.** Payment shall be made to GovInvest Inc., Torrance, California 90503.

City of Taft agrees to pay for the services as follows:

GASB 68 Individualized Reports Fee:

\$1,300 due upon engagement  
\$1,300 due upon delivery of reports

The City of Taft shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the City of Taft fails to pay for the Services when due, GovInvest has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will remain in effect for a period of 1 year.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by GovInvest in connection with the Services will be the exclusive property of GovInvest. Upon request, the City of Taft will execute all documents necessary to confirm or perfect the exclusive ownership of GovInvest to the Work Product.

**5. WARRANTY.** GovInvest shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in GovInvest's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GovInvest on similar projects.

**6. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

The failure to make a required payment when due.  
The insolvency or bankruptcy of either party.  
The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.  
The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may

terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**8. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**10. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**11. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**12. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.

**13. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**15. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**16. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**17. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Randy Miller, Mayor for the City of Taft, and Jasmine Nachtigall-Fournier, President for GovInvest Inc., effective as of the date first above written.

Service Recipient:

By: \_\_\_\_\_

Randy Miller  
Mayor  
City of Taft  
8/18/2016

Service Provider:

By: *Jasmine Nachtigall-Fournier*

Jasmine Nachtigall-Fournier  
President  
GovInvest Inc.  
8/18/2016



# City of Taft Agenda Report

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**DATE:** September 20, 2016

**TO:** MAYOR MILLER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**RESOLUTION IN OPPOSITION TO PROPOSITION 57**

**SUMMARY STATEMENT:**

Per the request of the Council at the September 6, 2016 City Council meeting, a resolution has been prepared in opposition of Proposition 57.

**RECOMMENDED ACTION:**

Motion to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DECLARING OPPOSITION TO PROPOSITION 57 - THE PUBLIC SAFETY AND REHABILITATION ACT**

**IMPACT ON BUDGET (Y/N):** No

**ATTACHMENT (Y/N):** Yes (Resolution, Letter)

**PREPARED BY:** City Clerk

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT  
DECLARING OPPOSITION TO PROPOSITION 57 - THE PUBLIC SAFETY AND  
REHABILITATION ACT**

**WHEREAS**, the City Council of the City of Taft is the elected governing body authorized to adopt appropriate ordinances, resolutions and police powers to protect the public health, safety and welfare of the citizens of the City of Taft; and

**WHEREAS**, the City of Taft places a high priority of ensuring the safety and quality of life for its citizens and is committed to developing programs, policies and opportunities that support public safety; and

**WHEREAS**, local government agencies are uniquely positioned to provide for the safety of citizens in their communities; and

**WHEREAS**, the City of Taft believes it is appropriate to oppose actions or initiatives at local, state and federal levels that could jeopardize the safety of citizens; and

**WHEREAS**, proposition 57, known as the Public Safety and Rehabilitation Act of 2016, has qualified for the November 8, 2016, General Election ballot; and

**WHEREAS**, the title of the initiative is designed to garner public support, but is misleading and does not reflect its actual provisions to release repeat offenders and other prisoners earlier than allowed by current law endangers, rather than protects, public safety; and

**WHEREAS**, the stated purpose of the initiative is to “improve rehabilitation” and the proposal allows credits for “approved rehabilitative or educational achievements”, but the proposal provides no funds or any other provisions to develop or expand rehabilitative programs; and

**WHEREAS**, the initiative contains the exclusion of enhancements, consecutive sentences, and alternative sentences contrary to longstanding existing law and principles in California law, including Proposition 8 (The Victims’ Bill of Rights) approved by voters in 1982, Proposition 9 (The Victims’ Bill of Rights Act of 2008, or Marsy’s Law), Proposition 21 (The Gang Violence and Juvenile Crime Prevention Act of 1998), among others; and

**WHEREAS**, the City Council hereby expresses its concern over Proposition 57 – the Public Safety and Rehabilitation Act of 2016.

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAFT:**

- Section 1: That the City Council does hereby recognize the priority to ensure the safety of its citizens through adopted programs and policies.
- Section 2: that Proposition 57, proposed for the November 8, 2016, General Election ballot, and known as the Public Safety and Rehabilitation Act of 2016, was qualified through a flawed process that lacked transparency and public input.
- Section 3: That the measure, if enacted by the voters, would prove detrimental to the safety of citizens and is contrary to longstanding existing initiatives and statutes related to public safety.
- Section 4: That the City Council is strongly opposed to Proposition 57 – the Public Safety and Rehabilitation Act of 2016.

Resolution No. \_\_\_\_\_  
September 20, 2016

Section 5: That the City Clerk is hereby directed to distribute copies of this resolution to all interested parties and voters.

Section 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter in into the book or original resolutions.

**PASSED, APPROVED, AND ADOPTED** on this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Randy Miller, Mayor

ATTEST:

\_\_\_\_\_  
Yvette Mayfield, City Clerk

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

I, Yvette Mayfield, 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 20<sup>th</sup> day of September 2016, by the following vote:

AYES: Council Members:  
NOES: Council Members:  
ABSENT: Council Members:  
ABSTAIN: Council Members:

\_\_\_\_\_  
Yvette Mayfield  
City Clerk



September 12, 2016

Governor Jerry Brown  
c/o State Capitol, Suite 1173  
Sacramento, CA 95814

Dear Governor Brown,

On behalf of the City of Taft, we are writing to inform you of our strong opposition to Proposition 57 – The Public Safety and Rehabilitation Act of 2016. Proposition 57 seeks to “reform” the prison sentencing system by allowing the early release of criminals convicted of “non-violent” felonies. However, it is important to note that the following crimes are classified as “non-violent” in the California Penal Code:

- Rape by intoxication
- Rape of an unconscious person
- Human trafficking involving sex acts with minors
- Drive-by shooting
- Assault with a deadly weapon
- Hate Crime causing physical injury
- Corporal injury to a child

In addition, if Proposition 57 is approved, criminals who are convicted of “non-violent” felonies – including any of the crimes outlined above – would be eligible for early release from prison. Furthermore, should Proposition 57 be approved, prison sentencing enhancements and consecutive & alternative prison sentences for those convicted of a non-violent felony would be disallowed. This would result in criminals receiving lighter prison sentences.

As has been noted by California State Attorney General Kamala Harris, California is experiencing a resurgence in crime rates. When comparing calendar year 2014 with calendar year 2015, California as a whole has been confronted with the following disturbing statistics:

- Violent Crime increased by 10.0 percent
  - From 151,425 violent crimes in 2014, to 166,588 violent crimes in 2015
- Property Crime increased by 81.1 percent
  - From 946,682 property crimes in 2014, to 1,023,828 property crimes in 2015
- The homicide rate in California increased in 2015 by 4.8 homicides per 100,000 people
- The motor vehicle theft rate increased by 10.9 percent in 2015

Given rising crime levels from throughout California, the City of Taft strongly opposes Proposition 57, which we believe would, if approved, exacerbate the current increase in crime rates throughout our State.

Sincerely,

Taft City Council

\_\_\_\_\_  
Randy Miller, Mayor

\_\_\_\_\_  
Dave Noerr, Mayor Pro Tem

\_\_\_\_\_  
Orchel Krier, Council Member

\_\_\_\_\_  
Josh Bryant, Council Member

\_\_\_\_\_  
Renee Hill, Council Member