

City of

CORCORAN

FOUNDED 1914

Public Works Department

CONSENT CALENDAR
ITEM #: 2-C

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: August 14, 2023 **MEETING DATE:** August 22, 2023

SUBJECT: Approve Purchase of a Crack Seal Machine

Recommendation:

Consider the purchase of a Cimline crack seal machine using Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA).

Background:

The Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSSA) apportioned \$911.8 million to California. Under the Act, the CRRSAA funds may be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the U.S. Code and are meant to “prevent, prepare for, and respond to coronavirus.” At the March 2021 California Transportation Commission (CTC) meeting, the funding distribution of the CRRSAA funding was approved through two existing funding programs, the Surface Transportation Block Grant Program (STBGP) and the State Transportation Improvement Program (STIP).

Project eligibility for the CRRSA program is outlined in the Highway Infrastructure Programs – CRRSAA Implementation Guidance, dated February 24, 2021, and includes all activities eligible under the STBGP, such as construction of highway infrastructure projects, bridges, and operational improvements. The use of STBGP funds are also expanded to include routine maintenance; operations; personnel, including salaries of employees or contractors; debt service payment; availability payments and coverage for other revenue losses.

Discussion:

To streamline this purchasing process, staff will utilize the City's partnership with Sourcewell; whose procurement team will take care of the entire competitive solicitation process. Sourcewell was established with the purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Through Sourcewell, staff has identified a vendor, Cimline, who can supply the Streets Division with the purchase of a Crack Seal Machine.

Budget Impact:

The cost of the Crack Seal Machine will be paid using CRRAA funds in the amount of \$105,497.03.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT
ITEM #: 6-A

MEMORANDUM

TO: City Council

FROM: Kevin J. Tromborg: Community Development Director/Transit Director

DATE: August 16, 2023

MEETING DATE: August 22, 2023

SUBJECT: Final approval and adoption of ZTC in Ordinance 647, which was recommended by the Planning Commission in Resolution 2023-07, regarding Cannabis Dispensaries in the Downtown (CD) commercial zone.

Recommendation: Staff recommends after Council deliberation: Approval of ZTC in Ordinance 647 and Planning Commission Resolution 2023-07 regarding the addition of Cannabis Dispensaries in the (CD) Downtown Commercial zone.

Discussion: In 2022 the applicants, Jason Mustain and Parth Patel proposed a Zone Text change in Ordinance regarding Ordinance 637. The applicant request was to revise the ordinance to allow Cannabis Dispensaries in the Downtown Commercial (CD) zone.

On May 15, 2023, the Planning Commission, under a public hearing considered ZTC in Ordinance 22-01 (renumbered to Ordinance 647) to the allowed Cannabis Dispensaries in the Downtown (CD) commercial zones under an approved Conditional Use Permit and send their recommendation of approval to the City Council.

Attached are the draft revisions of Ordinance 637 that pertains to the zone Text change proposed by Ordinance 647, the Planning Commission Staff Report and Planning Commission Ordinance 2023-07.

Budget Impact:

If and when a voter-approved sales tax on cannabis is approved, retail storefronts should generate tax revenue for the general fund.

Chairperson

Karl Kassner

Vice-Chairperson

Kaitlyn Frazier

Commissioners

David Bega
Dennis Tristao
Janet Watkins
Karen Frey

Planning Commission



832 Whitley Avenue, Corcoran
CALIFORNIA 93212

Community
Development
Department

(559) 992-2151
FAX (559) 992-2348

Public
Hearing

STAFF REPORT

Item # 4.1

To: Planning Commission

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

Date: May 15, 2023

Subject: Final approval of ZTC in Ordinance 22-01 Cannabis Dispensaries in Downtown (CD) commercial zones Resolution 2023-07

A. General Information:

In 2022 the applicants, Jason Mustain and Parth Patel proposed a Zone Text change in Ordinance regarding Ordinance 637. The applicant request was to revise the ordinance to allow Cannabis Dispensaries in the Downtown Commercial (CD) zone.

On November 21, 2022, the Planning Commission, under a public hearing considered ZTC in Ordinance 22-01 and by a majority vote approved to add Cannabis Dispensaries to the allowed list for The Downtown (CD) commercial zones under an approved Conditional Use Permit (CUP and send their determination to the City Council. The Council directed staff to prepare the Ordinance and the revisions required for final determination by the Planning Commission.

Attached are the draft revisions of Ordinance 637 that pertains to the zone Text change in Ordinance recommended by the Planning Commission on November 21, 2022. for review and final recommendation to the Corcoran City Council.

Ordinance 637 page 7 of 11 section 11-34-030 A “Nuisance Declared” Will be amended or removed from the ordinance. This will be performed at a public hearing of the Planning Commission in a future meeting.

C. Compliance with General Plan and Zoning:

The proposed project, ZTC in Ordinance 22-01 is an allowed process by right.

E. Public Input:

A notice of public hearing was published in the Corcoran Journal on May 4, 2023

F. Environmental Impact Assessment and compliance with CEQA

This project, ZTC 22-01 is not subject to CEQA review under statutory exemption 152608 ministerial project.

G. Recommendation:

Staff recommends that the staff report be given, a public hearing be opened, testimony taken. Staff also recommend final approval of ZTC in Ordinance 22-02 and resolution 2023-07.

APPEAL TO THE CITY COUNCIL

In case the applicant or any other party is not satisfied with the action of the Planning Commission he may, within ten days after the date of the adoption of the Planning Commission resolution, file in writing with the City Clerk an appeal to the City Council. The appeal shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Planning Commission, or whereby its decision is not supported by the evidence in the record.

The City Council shall set a date a date for the public hearing and shall post notices as set forth in the code. The date for the public hearing shall not be less than ten nor more than thirty days from the date on which the appeal was filed. By resolution, the City Council may affirm, reverse or modify a decision of the Planning Commission, providing that the City Council make the findings prerequisite.

The decision of the City Council shall be final and shall have immediate effect. 11-27 (G) 1

ORDINANCE NO. 637

AN ORDINANCE OF THE CITY OF CORCORAN
BANNING NON-MEDICINAL AND MEDICINAL
COMMERCIAL CANNABIS CULTIVATION,
BUSINESSES, TRANSACTIONS AND LAND USES.

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS
FOLLOWS:

Section 1. PURPOSE. There are adverse secondary impacts of cannabis/marijuana cultivation, processing, manufacturing, distribution, sales and use which include, without limitation, criminal activity, pungent odors, excess water consumption, toxic mold, excessive energy consumption and indoor electrical fire hazards, loitering at dispensaries and robbery of cannabis businesses which transact business primarily in cash. The provisions of this ordinance are intended to promote the public safety, health, comfort and general welfare, in order to provide a plan for sound and orderly development, and to ensure social and economic stability within the various zones established by the Corcoran Zoning Ordinance.

Section 2. FINDINGS AND PURPOSE. The City Council of the City of Corcoran hereby finds and declares the following:

(a) California Constitution Article 11, Section 7 authorizes the City of Corcoran ("City") to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

(b) California Government Code § 37100 authorizes the legislative body of a local government to enact local ordinances which are not in conflict with the Constitution and laws of the State of California or the United States;

(c) The federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies cannabis/marijuana as a Schedule I drug, which is defined as a drug or other substance which has a high potential for abuse, no currently accepted medical use in treatment in the United States, and has not been accepted as safe for use under medical supervision. The federal Controlled Substances Act declares it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, cannabis. The federal Controlled Substances Act contains no exemption for cultivation, manufacture, distribution, dispensation or possession of cannabis for medical or non-medical purposes;

- (d) On June 28, 2016, the Secretary of State of the State of California certified Proposition 64, the Control, Regulate and Tax Adult Use of Cannabis Act ("AUMA" or "Proposition 64"), for the November 8, 2016 statewide presidential general election ballot;
- (e) The AUMA became law when a majority of the electorate voted "yes" on Proposition 64. The AUMA, to a certain degree, decriminalized under state law the possession, consumption, cultivation, processing, manufacture, distribution, testing and sale of non-medicinal cannabis/marijuana and derivative products, including edibles, for adults twenty-one (21) years of age and older. The AUMA also included provisions for licensing commercial cannabis and preserved the authority of local governments to regulate, and in some cases ban, certain cannabis activities within their boundaries.
- (f) On June 27, 2017, Senate Bill 94 ("SB-94"), which was a state budget trailer bill, was signed into law by the Governor of the State of California. This legislation clarified and/or revised certain portions of the AUMA and also certain state statutes pertaining to medicinal cannabis/marijuana, including the authority of local governments to regulate, and in some cases ban, certain cannabis activities within their boundaries;
- (g) The AUMA now regulates, among other matters, the use of cannabis/marijuana for non-medicinal personal and commercial purposes, including the recreational use of cannabis by adults over twenty-one (21) years of age;
- (h) To regulate personal use of cannabis, the AUMA added Health and Safety Code § 11362.1 which, among other things and with certain exceptions, made it "...lawful under state and local law..." for persons 21 years of age or older to "...possess, process, transport, purchase, obtain or give away to persons 21 years of age or older without any compensation whatsoever..." up to 28.5 grams of non-medical cannabis in the form of concentrated cannabis or not more than eight grams in the form of concentrated cannabis contained in cannabis products;
- (i) The AUMA also removed certain state criminal law prohibitions for adult individuals who "...possess, plant, cultivate, harvest, dry or process not more than six living cannabis plants and possess the cannabis produced by the plants...";
- (j) The AUMA also clarified that state law does not prohibit specified adult individuals from smoking or ingesting cannabis or cannabis products;
- (k) To regulate commercial use of non-medical cannabis, the AUMA added Division 10 (Cannabis) to the Business & Professions Code, which vested certain state agencies with "...the sole authority to create, issue, deny, renew, discipline, suspend, or revoke licenses..." for certain non-medicinal commercial cannabis business activity including

microbusinesses, transportation, storage (unrelated to manufacturing activities), distribution, testing, and sale of cannabis and cannabis products within the state;

(l) The AUMA provides that specified state agencies shall promulgate rules and regulations and shall begin issuing state business licenses under Division 10 of the Business & Professions Code by January 1, 2018;

(m) The AUMA specifies that a local jurisdiction shall not prevent transportation of non-medicinal cannabis or derivative products on public roads by a licensee transporting cannabis or derivative products in compliance with Division 10;

(n) The AUMA authorized cities to "...reasonably regulate..." without completely prohibiting cultivation of cannabis inside a private residence or inside an "...accessory structure to a private residence located upon the grounds of a private residence which is fully enclosed and secure...";

(o) The AUMA authorized cities to completely prohibit outdoor cultivation on the grounds of a private residence until a "...determination by the California Attorney General that nonmedical use of cannabis is lawful in the State of California under federal law...";

(p) The AUMA authorized cities to completely prohibit the establishment or operation of any non-medical cannabis business licensed under Division 10 within its jurisdiction, including cannabis dispensaries, cannabis retailers and cannabis delivery services;

(q) Absent appropriate local regulation, which is authorized by the AUMA, only state regulations will be controlling within a given local jurisdiction;

(r) Until the AUMA was enacted, state statutes prohibited cultivation, possession and sales of non-medicinal cannabis and therefore overlapping local regulations would have been preempted by state statute;

(s) The City has permissive zoning standards which prohibit all land uses not expressly allowed and has applied the same, without exception, to all instances of medicinal cannabis, including, but not limited to, cultivation, distribution, dispensing, transportation, sales and gifting;

(t) The existence of cannabis cultivation operations carries the potential to increase secondary impacts such as: (1) robberies, break-ins and other thefts due to the high monetary value of cannabis plants; (2) dangerous alterations to the electrical wiring of buildings; (3) toxic amounts of mold spores present in buildings intended for human occupation; (4) the potential for exposure to or increased usage by school aged children; (5) the spread of strong, pungent and/or noxious odors from cannabis plants;

- (u) The City has legitimate and compelling interests in protecting the public health, welfare and safety of its residents, as well as preserving the peace and quiet of the neighborhoods within the City;
- (v) The City has determined that a regulatory ordinance is necessary to protect the public health, welfare and safety of residents of the City to the maximum extent allowable under California law to address the adverse secondary impacts resulting from changes to California law through the AUMA and Senate Bill 94 (2017);
- (w) The cultivation of substantial amounts of cannabis/marijuana in any location or parcel of real property within the City poses serious threats to the health, safety, and well-being of the City and its residents, including the following:
- (1) By concentrating substantial amounts of cannabis in one place, such locations and parcels are frequently associated with, and create a significant risk of, burglary, robbery, armed robbery, and larceny and other property crimes; and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes.
 - (2) Such locations and parcels are frequently associated with other criminal activities, including unlawful sales of cannabis to individuals, including minors who are not qualified medical patients, trafficking of cannabis outside the City by unlawful enterprises, and possession and discharge of unlawful firearms.
 - (3) The creation of persistent malodorous smells reaching into populated areas far beyond cannabis grow sites. Cannabis plants, as they begin to flower and for a period of two (2) months or more during the growing season (August - October for outdoor grows), produce an extremely strong odor, offensive to many people, and detectable far beyond property boundaries. This malodorous smell is often described as "skunky," as it resembles the odor of a skunk.
 - (4) The distinctive smell of flowering cannabis also creates an attractive nuisance, alerting persons to the location of the valuable cannabis plants, and creating a risk of theft, burglary, robbery and armed robbery and associated violent confrontations.
 - (5) Cultivation of large amounts of cannabis also frequently requires excessive use of water resources, which exacerbates drought conditions.
 - (6) Extensive indoor cultivation of large amounts of cannabis also frequently requires excessive use of electricity, which often creates an unreasonable risk of fire from the electrical grow lighting systems used in indoor cultivation.
- (x) Cultivation and sales of any amount of cannabis and/or derivative products at

locations or parcels within six hundred (600) feet of schools, school bus stops, school evacuation sites, churches, parks, child care centers, or youth-oriented facilities creates unique risks that the cannabis plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with cannabis cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation and sales of any amount of cannabis or derivative products within such locations or parcels is especially hazardous to public safety and welfare, and to the protection of children.

(y) As recognized by the California Attorney General's August 2008 GUIDELINES FOR THE SECURITY AND NON-DIVERSION OF CANNABIS GROWN FOR MEDICAL USE, the cultivation or other concentration of cannabis in any location or parcels without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. There is no known reason why this same principle would not apply to non-medicinal cannabis.

(z) It is the purpose and intent of this ordinance to implement State law by providing a means for regulating non-medicinal and medicinal cannabis in a manner which is consistent with applicable state laws and which promotes the health, safety, security and welfare of local residents within the City. This Chapter is intended to be consistent with Proposition 64 and Senate Bill 94, and to that end, is not intended to prohibit any person from exercising any right otherwise granted by state law. Rather, the intent and purpose of this Chapter is to establish reasonable regulations upon the manner in which cannabis and cannabis products must be cultivated, manufactured, processed, stored and sold or gifted, in order to protect the public health, safety, security and welfare of all of the residents of the City.

(aa) The limited right of individuals under state law to cultivate cannabis plants for non-medicinal purposes and/or to carry on a cannabis business without violating state criminal laws does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the City will achieve a significant reduction in the aforementioned harms caused or threatened by the cultivation of non-medicinal cannabis and/or carrying on of any cannabis business within the City.

(bb) Nothing in this ordinance shall be construed to allow or legalize cannabis for any purposes, or allow or legalize any activity relating to the cultivation, distribution or consumption of cannabis which is otherwise illegal under state or federal law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County District Attorney or the Attorney General of State of California.

Section 3. CODE ADOPTION. Chapter 11-34 of Title 11 is hereby added to

the Corcoran Municipal Code and reads as follows:

CHAPTER 11-34 COMMERCIAL CANNABIS

- 11-34-010 Authority and Title.**
- 11-34-020 Definitions.**
- 11-34-030 Nuisance Declared.**
- 11-34-040 Responsibilities of Landowners.**
- 11-34-050 Violations.**

11-34-010 Authority and Title.

Pursuant to the authority granted by Article XI, section 7 of the California Constitution, Health and Safety Code § 11362.2(b)(1), and Government Code § 38773.5, the City Council does enact this Chapter, which shall be known and may be cited as the "Commercial Cannabis Ordinance."

11-34-020 Definitions.

(a) All definitions set forth within California Health and Safety Code § 11362.7, California Business and Professions Code § 26001 and California Revenue and Taxation Code § 34010, as amended from time to time, and as interpreted by judicial opinions from time to time, shall apply under this Chapter in addition to the definitions set forth within subsection (b) below. In the event of an actual conflict between the definitions within the aforementioned statutes and those contained within subsection (b) below, the definition within subsection (b) shall prevail.

(b) Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter of the Municipal Code:

- (1) "City" refers to the City of Corcoran.
- (2) "Enforcing officer" means the Chief of Police, Community Development Director or other the Code Enforcement Officer, or the authorized deputies or designees of the same, each of whom is independently authorized to enforce this Chapter.
- (3) "Legal parcel" and "parcel" means any parcel of real property which may be separately sold in compliance with the Subdivision Map Act [Division 2 (commencing with section 66410) of Title 7 of the Government Code].
- (4) The terms "cannabis" and "marijuana" shall have the same

meaning within this ordinance. Furthermore, except where otherwise distinguished, the term "cannabis" shall include and refer to both medicinal cannabis and non-medicinal cannabis.

(5) "Medical cannabis" shall have the same meaning as medicinal cannabis in California Business and Professions Code § 26001.

(6) "Municipal Code" refers to the Corcoran Municipal Code.

(7) "Cannabis business" shall mean any "cannabis business activity" as defined California Business and Professions Code § 26001(k), or successor statute, but shall not include any business whose only relationship to cannabis is the production or sale of accessories for individual consumption and/or use of cannabis or cannabis products.

(8) The term "State" refers to the State of California.

(c) Effect of Headings/Titles Within this Chapter: Section and subsection headings and title are provided for organizational purposes only and must not be read to in any manner affect the scope, meaning or intent of the provisions associated with them.

11-34-030 Nuisance Declared.

(a) Prohibited Cannabis Activities: Unless and until this subsection is specifically cited as repealed, notwithstanding any other ordinance of the City, each of the following shall be prohibited everywhere within the City and shall constitute a public nuisance:

(1) Cannabis Retail Sales: Each retail sale of cannabis, cannabis products and industrial hemp;

(2) Commercial Cannabis Business: The operation of any business of the type which requires or could obtain licensure under Division 10 of the California Business and Professions Code (presently consisting of sections 26000-26211) within any portion of the City of Corcoran, including all lands therein and each and all zoning districts established by Title 9 of the Corcoran Municipal Code;

(3) Retail Deliveries Within the City: The delivery, as defined by Businesses and Professions Code § 26001(p) or any successor

statute, of cannabis and/or cannabis product(s) to any parcel of real property within the City in connection with a retail sale thereof; and

- (4) Microbusinesses: The operation of any cannabis microbusiness within any land-use zone within the City.

11-34-040 Responsibilities of Landowners for Violations.

(a) No person owning, leasing, occupying or having charge or possession of any parcel within the City shall cause, allow, suffer or permit such parcel to be used for a cannabis business in violation of any provision in this Chapter. For the purpose of enforcing the requirements of this Chapter, the record owner of each parcel within the City shall be fully responsible for all conduct occurring on the parcel which may violate the terms of this Chapter, including the conduct of each of the occupants, invitees, guests, employees, agents and independent contractors on the parcel, if applicable.

(b) The City may report all violations of this Chapter committed by State licensees to the State.

11-34-050 Violations.

(a) Any violation of the provisions of this Chapter by any member of the public is hereby declared to be a public nuisance and may be abated by any or all remedies available.

(b) The City may abate the violation of this Chapter by the prosecution of a civil action through the City Attorney, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this Chapter or requiring compliance with other terms.

(c) Each cannabis plant cultivated in violation of the applicable provisions of this Chapter shall constitute a separate and distinct violation.

(d) Each and every day that a violation exists as to any violation within this Chapter shall constitute a separate and distinct violation.

(e) Each violation of this Chapter may be enforced by any and all lawful remedies available under the Municipal Code and applicable state statute(s), including but not limited to civil fines and penalties, infraction citation, criminal prosecution, public nuisance abatement and civil

injunction, as appropriate, and all available remedies shall be cumulative and not preclude other available remedies.

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any

one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate, contradict or otherwise conflict with, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code § 36933(c)(1) and a summary shall be published once in the Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Corcoran, State of California, on Nov. 14, 2017 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertsona and Zamora-Bragg
NOES:
ABSTAIN:
ABSENT:


RAYMOND LERMA, Mayor

ATTEST:


MARLENE LOPEZ, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORCORAN AUTHORIZING RETAIL CANNABIS LAND-USE UNDER A CONDITIONAL USE PERMIT.

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. The provisions of this ordinance are necessary to update the City of Corcoran’s zoning code to include retail cannabis as a conditionally permitted land use in Commercial and Office Zoning Districts.

Section 2. AMENDMENT. Existing Table 11-6-1, of the Corcoran Municipal Code is hereby amended to add the following:

Land Use Activity	Permit Requirement By Zone					
	CN	CC	CH	CD	CO	CS
Commercial Uses						
Retail Cannabis				C [7]		

Notes:

[7] Retail Cannabis businesses must comply with the relevant provision(s) of Title 3, including Chapter 11 – Retail Cannabis.

Section 3. CODE AMENDMENT. Section 11-34-020 of Title 11 of the Corcoran Municipal Code, is hereby amended in its entirety to read as follows:

(b) Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter of the Municipal Code:

- (1) “City” refers to the City of Corcoran.
- (2) “Enforcement Officer” means the Chief of Police, Community Development Director or other Code Enforcement Officer, or the authorized deputies or designees of the same, each of whom is independently authorized to enforce this Chapter.
- (3) “Legal parcel” and “parcel” means any parcel of real property which may be separately sold in compliance with the Subdivision Map Act [Division 2 (commencing with section 66410) of Title 7 of the Government Code].

(4) "Cannabis" shall be defined as provided within the California Health and Safety Code § 11018, or successor statute. The terms "cannabis" and "marijuana" shall have the same meaning within the Corcoran Municipal Code. Furthermore, except where otherwise distinguished, the term "cannabis" shall include and refer to both medicinal cannabis and non-medicinal cannabis.

(5) "Municipal Code" refers to the Corcoran Municipal Code.

(6) "Retail Cannabis" means any activity which requires either or both a valid permit under Title 3, Chapter 11 of the Corcoran Municipal Code and/or a valid State retailer license under Division 10 of the California Business and Professions Code, including Chapter 7 thereof, and any successor statute(s), as may be adopted or amended from time to time.

(7) "Microbusiness" means a business as defined in California Code of Regulations, title 4, § 15500, or successor regulations.

(8) The term "State" refers to the State of California.

Section 4. CODE AMENDMENT. The following subsections of Section 11-34-030 of Chapter 11-34 of Title 11 of the Corcoran Municipal Code are hereby amended to read in their entirety as follows:

(a)(1) Commercial Cannabis Manufacturing: The manufacture or creation of cannabis products wherein cannabis which has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing or concentrated cannabis and other ingredients;

(a)(2) Commercial Cannabis Cultivation: Any commercial activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

(a)(3) Commercial Cannabis Testing: Any testing of cannabis by any laboratory, facility, or entity in the State which offers or performs tests of cannabis or cannabis products;

(a)(4) Commercial Cannabis Distribution: Any commercial distribution facility which acts as a distributor and procures, sells and transports cannabis and cannabis products between licensees; and

Section 5. CODE ADOPTION. Subsection (a)(5) is hereby added to Section 11-34-030 of Title 11 of the Corcoran Municipal Code, to read in its entirety as follows:

(a)(5) All Other Commercial Cannabis Activity Other Than Retail Cannabis: Any other commercial cannabis activity not specifically defined above in (a)(1) – (a)(4), with the exception of a retail cannabis business operating with a City issued permit pursuant to the relevant provision(s) of Title 3, Chapter 11 of the Corcoran Municipal Code.

Section 6. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 7. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

Section 8. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 9. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 10. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 11. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Corcoran Journal a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Corcoran, State of California, on _____, 2023 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:

ABSTAIN:
ABSENT:

JEANETTE ZAMORA-BRAGG
Mayor, City of Corcoran

ATTEST:

MARLENE SPAIN
City Clerk, City of Corcoran

JB/20230510 - Corcoran - Cannabis zoning ordinance-4b.docx

**CORCORAN CITY PLANNING COMMISSION
RESOLUTION NO. 2023-07
PERTAINING TO
ZONE TEXT CHANGE IN ORDINANCE 22-01**

At a meeting of the Planning Commission of the City of Corcoran duly called and held on May 15, 2023, the Commission approved the following:

Whereas, The applicant, Jason Mustain and Parth Patel, submitted an application requesting approval for a zone text change in ordinance to allow retail cannabis dispensaries in the downtown commercial zone (CD) ; and

Whereas, this Commission considered the staff report on May 15, 2023; and

Whereas, the Planning Commission has made the following findings pursuant to the City of Corcoran Zoning Ordinance;

(A) Zone text change in Ordinance to allow a retail business in a specific zone is ministerial and exempt from CEQA (15268)

(B) That the proposed zone text change in ordinance will have no adverse effect upon adjoining properties in the downtown commercial zone. In making this determination, the Commission shall consider characteristics that may affect surrounding properties.

(C) That the proposed use is consistent with the objectives and the policies of the Corcoran General Plan, or any specific plans, area plans, or planned development approved by the City;

IT IS THEREFORE RESOLVED that Zone Text Change in Ordinance 22-01 and Resolution 2023-07 should be approved with the Conditions to be determined by the fully approve Ordinance and conditional use permit, and that the Planning Commission recommends to the City Council approval of Zone Text Change Ordinance 22-01 and Resolution 2023-07.

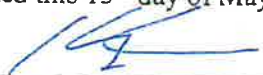
AYES: *Frey, Kassner, Tristao and Watkins*

NOES:

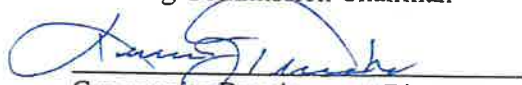
ABSENT: *Bega and Frazier*

ABSTAIN:

Adopted this 15th day of May 2023



Planning Commission Chairman



Community Development Director

CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

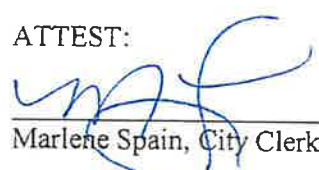
I, Marlene Spain, Planning Commission Secretary of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No.2023-07 duly passed by the Planning Commission of the City of Corcoran at a regular meeting thereof held on the 15th day of May 2023, by the vote as set forth therein.

DATED: May, 15, 2023



Marlene Spain
Planning Commission Secretary

ATTEST:



Marlene Spain, City Clerk

**STAFF REPORT
ITEM #: 6-B****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: August 16, 2023****MEETING DATE: August 22, 2023****SUBJECT: Water Service Regulations****Summary:**

On August 9, 2022, Ordinance No. 643 was adopted that established the city's water service regulations. Municipal code references still need to be assigned, and the associated water shut off policy and customer payment agreement form need to be adopted.

Recommendation:

Consider adoption of Resolution No. 4019 to assign the city's water service regulations as established under Title 8, Chapter 3 of the Corcoran Municipal Code, and adopt the city's water shut off policy and customer payment agreement form.

Budget impact:

None with this action.

Background:

On August 9, 2022, Ordinance No. 643 was adopted and became effective on September 8, 2022 establishing the City's water service regulations. As the City is in process of consolidating all ordinances after 2009 into the Corcoran Municipal Code, the relevant code section was not defined for these new regulations. As the intent was to establish a new chapter under Title 8, the next available Chapter to assign is Chapter 3 for the water service regulations. A water shut off policy and customer payment agreement form also need to be adopted by the City Council in order for the city to implement procedures related to the discontinuation of residential water service for non-payment. The city is also required to post the policy on the city's website, and have it translated into several different languages that include Spanish, Chinese, Korean, Tagalog, and Vietnamese.

**STAFF REPORT
ITEM #: 6-B****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: August 16, 2023****MEETING DATE: August 22, 2023****SUBJECT: Water Service Regulations****Summary:**

On August 9, 2022, Ordinance No. 643 was adopted that established the city's water service regulations. Municipal code references still need to be assigned, and the associated water shut off policy and customer payment agreement form need to be adopted.

Recommendation:

Consider adoption of Resolution No. 4019 to assign the city's water service regulations as established under Title 8, Chapter 3 of the Corcoran Municipal Code, and adopt the city's water shut off policy and customer payment agreement form.

Budget impact:

None with this action.

Background:

On August 9, 2022, Ordinance No. 643 was adopted and became effective on September 8, 2022 establishing the City's water service regulations. As the City is in process of consolidating all ordinances after 2009 into the Corcoran Municipal Code, the relevant code section was not defined for these new regulations. As the intent was to establish a new chapter under Title 8, the next available Chapter to assign is Chapter 3 for the water service regulations. A water shut off policy and customer payment agreement form also need to be adopted by the City Council in order for the city to implement procedures related to the discontinuation of residential water service for non-payment. The city is also required to post the policy on the city's website, and have it translated into several different languages that include Spanish, Chinese, Korean, Tagalog, and Vietnamese.

RESOLUTION NO. 4019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN ASSIGNING MUNICIPAL CODE REFERENCES TO THE CITY'S WATER SERVICE REGULATIONS, AND ADOPTING POLICY PERTAINING TO DISCONTINUATION OF RESIDENTIAL WATER SERVICE

WHEREAS, the California legislature enacted Senate Bill 998 (**SB-998**) as the "Water Shutoff Protection Act" within the California Health and Safety Code; and

WHEREAS, on September 8, 2022, the City's Ordinance No. 643 became effective and established the City's water service regulations; and

WHEREAS, the City has been undergoing a comprehensive consolidation of past ordinance updates into the Corcoran Municipal Code, and the water service regulations need to be assigned code references; and

WHEREAS, among numerous other requirements, SB-998 requires public agencies who provide retail water service to residential customers to enact a written policy, with specific features, governing the termination/disconnection of residential water service as a result of non-payment delinquency; and

WHEREAS, the California legislature also previously enacted separate regulations pertaining to termination of residential water service within the California Government Code and Public Utilities Code which must also be complied with in adopting and implementing a comprehensive policy and procedure for disconnection of residential water service due to non-payment delinquency; and

NOW, THEREFORE, BE IT RESOLVED the City Council of Corcoran desires to assign code references for the water service regulation, and enact a written policy governing termination, disconnection of water service of residential customers non-payment delinquency; and

1. Found the foregoing recitals to be true and correct;
2. Ordered the Water Service Regulations from Ordinance No. 643 codified into the Corcoran Municipal Code as Title 8, Chapter 3 Water Service Regulations as outlined in **EXHIBIT A**;
3. Adopted the Water Shut Off Policy attached as **EXHIBIT B** to this resolution as the policy of the City of Corcoran pertaining to the discontinuation of residential water service;
4. Authorized and ordered staff to take all necessary and convenient steps to transition to and implement the newly adopted policy, which shall become effective on August 22, 2023, and thereupon supersede all prior policy provisions as to the same subject matter;

5. Approved and authorized use of the form of the agreement attached hereto as **EXHIBIT C** for alternative arrangements approved under the Water Shutoff Policy (**EXHIBIT B**), including minor revisions thereto when approved as to form by the City Attorney;
6. Authorized the preparation and submission to the City Council, for enactment, of an ordinance necessary to update, repeal, amend and/or otherwise reconcile those portions of each existing City ordinance(s) which do not fully conform with the policy adopted by this resolution, if any exist;
7. Authorized staff to proceed with a fee study to be brought to the City Council at a future meeting, for approval in connection with the review, updating and /or setting of all relevant fees, interest rates, charges and penalties as are applicable under the policy now adopted by this resolution;
8. Ordered that all existing fees, charges and penalties associated with delinquent accounts and residential water service disconnections shall continue and remain in effect under the new policy until such time as the City Council sets and approves new ones by future resolution; and
9. Authorized the City Manager or designee to satisfy the requirements, terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto, including all reasonably necessary expenditures associated therewith.

The foregoing Resolution No. 4019 was approved and adopted at a regular meeting of the City Council of the City of Corcoran held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Jeanette Zamora-Bragg, Mayor

ATTEST:

Marlene Spain, City Clerk

EXHIBIT "A"

TITLE 8 WATER AND SEWER

CHAPTER 3 WATER SERVICE REGULATIONS

8-3-1: DEFINITIONS:

For the purpose of this chapter, the words set out in this chapter shall have the following meanings:

A. "Billing department" is that section of the Finance department of the City that is responsible for the processing of accounts receivable for the City.

B. "City Manager" means the City Manager of the City or his/her designated representative.

C. "Comprehensive fee schedule" means the resolution of the City Council that is adopted from time to time to impose, revoke, adjust, or modify rates for city services.

D. "Cross-connection" means any physical connection between the piping system from the City service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the city distribution mains.

E. "Customer/consumer" means any person, firm, or corporation, whether the owner or occupant, requiring or receiving service from the city's water mains to water pipes on any real property.

F. "Distribution main" or "main line" or "main water supply line" means a water pipeline used for general distribution of water to service connections throughout the City's water service area. Such main lines constitute the City's water distribution system.

G. "Dwelling Unit" refers to a building or portion of a building arranged, intended or designed to be occupied by not more than one single family and having facilities for sleeping, eating, cooking and sanitary purposes.

H. "Fire Chief" means the Kings County Board of Supervisors appointed Fire Chief of the Kings County Fire Department or designated Fire Department official for City contracted fire department service within the city limits or designee in charge at the scene of a fire.

I. "Premises" means a lot or parcel of real property under one ownership, except where there are well-defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by the several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office buildings and structures of like nature may be classified as single premises.

J. "Private fire protection service" means water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.

K. "Public fire protection service" means the service and facilities of the entire water supply, storage and distribution system of the City, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

L. "Public Works Department" means the City Department with management and operation over the water Division for the City.

M. "Public Works Director" means the managing director over the Public Works Department.

N. "Water Shut-off Policy" means the policy established and fixed by City council resolution to enumerate the City of Corcoran's administrative actions for the collection of delinquent accounts, including notifications, fee assignments, and discontinuation of water service. The Water Shut-off Policy is directed by Ca. Health and Safety Code §§116900, et seq.

O. "Regular water service" means water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefor.

P. "Service" and "service connection" means the pipeline and appurtenant facilities used to extend water service from a distribution main to premises. In the case of metered premises, a service connection consists of the installed components and materials which establish a connection from a water meter to the City's water distribution system.

Q. "Service lateral" or "lateral" refers to the pipeline which connects a customer's building or premises to a water meter which has a service connection to the City's main water supply line and distribution system.

R. "Temporary water service" means water service and facilities rendered for construction work and other uses of duration no longer than thirty days and the water available therefor.

8-3-2: WRITTEN NOTICES:

Notices between the City and customers will be given in writing unless provided otherwise in this chapter or pursuant to the Water Shut-off Policy, and either delivered or mailed to the customer at the customer's last known address.

8-3-3: PAYMENT FOR SERVICE:

All customers shall be responsible to pay for services provided at the rates in effect upon presentation of a City utility bill. The water billing period shall be monthly, and the payment date shall be the 15th of the month following the month of service delivery. The City deems water bills delinquent if not paid by the 15th of the month (or next business day) following the billing period. Delinquent accounts shall be subject to all penalties and disconnection of service as provided in the Water Shut-off Policy.

8-3-4: APPLICATIONS FOR REGULAR WATER SERVICE:

Where no main extension is required, application must be made during normal business hours, on a City application form and at least twenty-four (24) hours prior to service being turned on.

8-3-5: UNDERTAKING OF APPLICANT:

The signing of such application will signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to water service provided by the City and to make payment sufficient for all water service provided, as required in this chapter.

8-3-6: PAYMENT FOR PREVIOUS SERVICE:

An application will not be approved due to lack of creditworthiness unless payment in full, including penalties accrued, has been made for all water service previously rendered to the applicant by the city which remains unpaid.

8-3-7: INSTALLATION OF SERVICE CONNECTIONS:

A. The customers, at their own expense, must cause to be installed that portion of the service connection from the city water main to the water meter. Said installation shall include a shut-off valve at or before the water meter at a location accessible in case of emergency.

B. The materials furnished by the customer in construction of such service extension, will at all times be and remain the sole property of the customer and when necessary shall be maintained and repaired by the customer at the customer's own expense.

8-3-8: CHANGES IN CUSTOMER'S EQUIPMENT:

Customers making any material change in the size, character or extent of the equipment or operations utilizing water service, or whose change in operations potentially results in an increase in the use of water, shall immediately give the City written notice of the nature of the change and, if necessary, amend their application or permit.

8-3-9: INFORMING OF APPLICANT IN CASE OF EXTENSION OF DISTRIBUTION MAINS:

When an extension of the distribution mains is necessary or a substantial investment is required to furnish service, the applicant will be informed by the City as to whether or not the service can be extended under these regulations.

8-3-10: TERMS AND CONDITIONS:

Distribution mains will be extended to serve new customers under the following terms and conditions:

A. Prior to the time any portion of the main line is constructed, City requires that standard plans and specifications associated with the development be prepared by a professional engineer registered in the State of California, and the applicant or applicants must submit a copy of plans and specifications to the City for approval.

B. If the applicant(s) elects to install the water main facilities, they shall pay a fee as provided for in the City's comprehensive fee schedule as compensation for inspection, engineering, administrative and other regulatory services performed by the City for the applicant.

C. It has been determined by the City to be in the best interest of the City that all construction of water mains and appurtenances shall be performed by a contractor who is licensed in the State of California to do said work. Prior to commencing the installation work, the contractor must supply the City with a performance bond in favor of the City guaranteeing their work for a minimum of one (1) year. The contractor will also be required to furnish the City with a Certificate of Insurance which will hold harmless the City, including evidence of the binding of workers compensation coverage.

D. All costs and expenses incident to the construction of water mains and appurtenances must be borne by the landowner. Title to the installed facilities must be conveyed to the City following the acceptance of said facilities by the City. Preparation of the required title transfer documentation shall be the responsibility of the landowner and must be accomplished within one (1) year of the acceptance of the construction by the City. If the landowner fails to do so, the owner shall be estopped from claiming ownership of said facilities. No rent or charge will be owed or paid by the City when such facilities are located on the landowner's premises. The City may relocate said facilities as

reasonably required by operating conditions, and may remove any and all of its facilities from the landowner's premises upon the termination of water service.

8-3-11: SPECIFICATIONS AND CONSTRUCTION:

A. The size, type and quality of materials and location of the lines shall be specified by the City in writing prior to installation and the actual construction will be done by the City or a licensed contractor . Notwithstanding any other provision in this or any other City ordinance, the water meter specified by the City and installed must be capable of wireless transmission of metering data, unless waived in writing by the City for good cause. In addition to new developments, the water meter model requirements of this subsection are triggered by and must be complied with prior to approval of each and all applications for an increase in capacity rights or restoration of capacity rights. Any application or permit approved or issued in violation of this section shall be null and void at the time of such approval or issuance.

B. Except as otherwise directed by the City, the City will install all service connections, making connections therefrom to main distribution lines and charging the landowner for the cost thereof. This installation will terminate at the water meter which must be installed near the edge of property line and within a public right-of-way (e.g. sidewalk) unless a different location for installation of a water meter is expressly authorized in writing by the City. The required line and grade to said termination will be determined by the City, as will be the required procedures for requesting such installations. Before, after and during installation, the City shall be entitled to inspect each connection to the City's water main line and each water meter where such connection terminates, for initial compliance and for ongoing maintenance and safety monitoring purposes or any other lawful purposes.

C. Where determined by the City to be in the best interest of the City and/or the landowner, and in all new subdivision installations, the landowner is required to have the service connection installed by a licensed contractor in lieu of City installation. Details of the required service connection construction shall be provided by the City in writing to the landowner.

D. In either case, City installation or landowner installation, all costs and expenses incident to the installation and connection of a service connection and water meter must be borne by the property owner, except where otherwise specified in this ordinance or a written resolution approved by the City Council.

8-3-12: PROPERTY OF CITY:

After installation and approval thereof by the City, the water meter and service connection must be conveyed to the City and the City shall be responsible for subsequent maintenance of the service connection and water meter, and the landowner shall retain responsibility for maintenance of the service lateral connecting the landowner's building(s) or other facilities to the City's water meter. Preparation of any required title transfer documentation shall be the responsibility of the landowner and must be

accomplished within one (1) year of the City's approval of the installed service connection and water meter. If the landowner fails to do so, the landowner shall be estopped from claiming ownership of said facilities.

8-3-13: NUMBER OF SERVICE CONNECTIONS PER PREMISES:

A. The applicant may apply for as many service connections as may be reasonably required for the premises; provided that the pipeline system from each service connection must be independent of the others, they must not be interconnected and that each service must have a separate meter, as provided herein after.

B. The cost of installation of all initial service connections shall be borne by the applicant.

C. From the effective date of this ordinance, every dwelling unit wholly detached from any other dwelling unit or other building must be separately connected to the City's water distribution system. Any detached auxiliary buildings associated with a dwelling unit and not intended for use as a dwelling unit, commercial or other building, may utilize the dwelling unit's connection only if such building(s) does not contain facilities intended to be used communally by more than one nearby dwelling unit (e.g. detached laundry facilities). If there is more than one dwelling unit on a lot, each detached dwelling unit must be separately connected to the City's water distribution system, otherwise each residential occupancy building containing two or more dwelling units which are not legally approved for separate ownership must be connected through a single water meter and service connection to the City's water distribution system.

D. In each residential occupancy building containing two or more dwelling units which have been legally approved for separate ownership, each dwelling unit must be separately metered and separately connected to the City's water distribution system. However, all communally owned and detached auxiliary facilities and buildings (e.g. community swimming pools, irrigation sprinklers for commonly owned areas, common laundry room) must be connected to the City's water distribution system through a single water meter and service connection.

E. Each lot containing one or more non-residential occupancy buildings under common ownership must be connected to the City's water distribution system through a single water meter and service connection, unless one or more additional service connections are expressly authorized in writing by City. In each non-residential building containing two or more occupancy units which were legally approved for separate ownership, each unit must be separately metered and separately connected to the City's water distribution system. However, all communally owned or detached auxiliary facilities and buildings (e.g. irrigation sprinklers for commonly owned areas, common restrooms) must be connected to the City's water distribution system through a single water meter and service connection.

F. Adjacent buildings or dwelling units, on a single lot or on multiple lots, which are detached from one another and which are under separate ownership must not utilize the same service connection to the City's water distribution system.

G. A water service account or permit approved by the City, and which covers any existing residential, commercial or industrial building, shall automatically terminate when such building is subsequently legally divided into separate occupancy units which may be legally transferred, sold and owned separately. The termination shall be deemed to have occurred upon the legal approval and creation of such separate units and, thereafter, in order to obtain a water service permit, each unit is subject to and must be in full compliance with all City requirements, conditions and procedures for new service (e.g. installation of separate service connection and separate water meter).

H. For any mixed-use building containing two or more occupancy units, when at least one is used as a residential dwelling unit and at least one other unit is used for commercial or industrial purposes, separate service connections and metering are required for each unit if the occupancy units in such mixed-use building were lawfully divided into separate occupancy units which may be separately transferred, sold and owned. Otherwise, in any such mixed-use building which is not lawfully divided into separate occupancy units which may be separately transferred, sold and owned, a single meter and service connection to the City's water distribution system is required.

I. Every connection of premises to the City's water distribution system must comply with all of the provisions of the City's cross-connection policies, rules and ordinances and must be disconnected if a cross-connection, as defined in Title 17 California Code of Regulations § 7583(e), thereupon exists.

8-3-14: USE OF PUBLIC WATER SUPPLY:

A. The consumer shall use reasonable care to prevent the wastage of water and shall not allow continuous streams or excessive amounts of water to run or waste from their property onto streets, alleys, highways, parkways, adjacent properties or ditches.

B. Whenever the City shall determine that any consumer or user is excessively wasting water or through general usage is using more water than the quantity to which such consumer or user is entitled on the basis of a flat rate, the City may require installation of a water meter at the owner's or consumer's expense if not already metered and thereupon such consumer or user shall pay for the water actually used at metered rates.

C. After due notice, the City Council may by resolution restrict the use and timing-of-use of water for irrigating lawns, sprinkling, wetting, construction, car washing, non-life-threatening usage, or industrial purposes, if, and when such consumer's water usage or general public usage is deemed contrary to the public safety and welfare, including any declared state of emergency and/or declared drought.

D. Properties with swimming pools must notify the City prior to filling or emptying water from the swimming pool.

E. The City reserves the right to shut off the water in its main lines at any time for the purpose of maintenance and making repairs to mains, services, extensions or for other appropriate reasons. It shall be the duty of the City to make reasonable effort to notify consumers in advance of such an emergency and when water service is to be suspended and restored.

F. In case of a fire in the City within reach of the water system, all standpipes, fire plugs, hose connections, faucets and other outlets of such system in the immediate area of the fire shall be subject to the direction of the Fire Chief and shall be promptly closed, except such as may be used in quenching the fire and preventing the spread of the same and shall be kept closed until such fire is extinguished.

8-3-15: RESPONSIBILITY FOR EQUIPMENT ON CUSTOMER PREMISES:

A. All facilities installed by the City on private property for the purpose of rendering water service shall remain the property of the City and may be maintained, repaired or replaced by the City without consent or interference of the owner or occupant of the property.

B. The property owner shall use reasonable care in the protection of the facilities.

C. No payment shall be made for placing or maintaining said facilities on private property.

8-3-16: DAMAGE TO WATER SYSTEM FACILITIES:

A. The customer shall be liable for any damage to the City's water service facilities when such damage is from causes originating on the premises of, and by an act of, the customer or the customer's tenants, agents, employees, contractors, licensees, invitees or permittees, including the breaking or destruction of locks by any such persons on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises.

B. The City shall be reimbursed by the customer for any such damage promptly on presentation of a bill. Bills for such damage that are not paid in full within ten days shall be subject to service discontinuance after due notice has been provided for under this chapter.

8-3-17: GROUND-WIRE ATTACHMENTS:

A. All persons are forbidden to attach any ground-wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the City.

B. The City will hold the customer liable for any damage to City property caused by such ground-wire attachments.

8-3-18: CONTROL VALVE ON THE CUSTOMER PROPERTY:

The customers shall provide a lockable valve (shut-off valve) on their service lateral, as close as is practicable to the meter serving the customer's premises is located, to control the flow of water to the piping on the premises. The customer must not use the service curb stop valve to turn water on and off. The City shall at all times be authorized to lock such valve, without any interference or hinderance from the customer, when water service is terminated for any reason whatsoever. The City shall be authorized at all times to remove any locks on such valve which to not belong to the City.

8-3-19: INGRESS AND EGRESS:

Representatives of the City shall have the right of ingress or egress to the customer premises at reasonable hours for any purpose reasonably connected with the furnishing of water service and at any time in emergency situations where water is needed or is the cause of the emergency.

8-3-20: METERS-INSTALLATION:

A. All water services shall be metered at the sole discretion of the City.

B. A sum of money as set forth in the comprehensive fee schedule shall be paid to the City prior to installation of the service connections to pay all of the cost of said installation to that service.

C. The service connection, whether located on public or private property, is the property of the City unless specifically otherwise provided, and the City reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service at its sole discretion.

8-3-21: METERS-METER INSTALLATION:

A. Meters will be installed at the curb line or at the property line or as close as reasonably possible and shall be owned by the City and installed after payment of all required fees by the customer for said installation.

B. No rent or other charge will be paid by the City for a meter or other facilities, including housing and connections, located on a customer's premises regardless if said facilities were required by the City.

8-3-22: METERS-CHANGE IN LOCATION:

Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the City property will be moved at the City's expense.

8-3-23: METERS-READING:

A. Meters will be read as nearly as possible on the same day of each month. The date of reading of meters shall be at the sole discretion of the City.

B. Billing periods containing less than twenty-seven days or more than thirty-three days for bills rendered monthly or less than fifty-four days and more than sixty-six days for bills rendered bimonthly, will prorate the standby service charge.

8-3-24: METERS-ADJUSTMENT FOR METER ERRORS-FAST METERS:

If a meter tested by a qualified technician at the request of a customer is deemed to run fast the City will reimburse the customer for the cost of the test.

8-3-25: METERS-NON-REGISTERING METERS:

A. If a meter is found not to be registering, the charges for service shall be at the minimum monthly rate or based upon the estimated consumption, whichever is greater, using the last billing cycle(s) when the meter was in actual use.

B. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the City and its decision shall be final.

8-3-26: ESTABLISHMENT AND MAINTENANCE OF CREDIT:

Each applicant for service shall establish and maintain credit to the satisfaction of the City by a guaranteed deposit and the payment of all service charges, as provided for in this chapter, for each service.

8-3-27: GUARANTEE DEPOSIT:

A. A guarantee deposit shall be established as provided for in the City's comprehensive fee schedule. In the case of residential customers which are not in a master-metered apartment building, the City shall not demand or receive security in an amount which exceeds twice the estimated average periodic bill or three times the estimated average monthly bill. [GC 10009.6(c).]

B. Such guarantee deposit will be collected prior to opening of service(s).

C. No interest will be paid on guarantee deposits.

D. A guarantee deposit shall be paid by every new customer whether owner or renter, and regardless if prior service has been satisfactorily provided for each service under the

customer's control or ownership, except that in the case of residential customers which are not in a master-metered apartment building, a mandatory deposit shall be based solely upon the creditworthiness of the applicant as determined by the City. [GC 10009.6(a).]

8-3-28: RETURN OF GUARANTEE DEPOSIT:

A. The guarantee deposit with the City made by a consumer will be returned upon the discontinuance of service to the depositing consumer and upon payment of all charges due the City for utility services.

B. The guarantee deposit will be refunded to all accounts after one (1) full year of service, with the City, provided the consumer has not incurred any delinquency charges during the preceding 12-month period. The guarantee deposit refund, for those consumers who have completed one full year without incurring any delinquency charges, will automatically be made by crediting it toward the amount due on the consumer's account during the next billing cycle. If a consumer incurs any delinquency charge, a new year starts with the date when the account is brought current. If a delinquent shutoff occurs to a consumer who had their deposit refunded then, then in addition to all other water service restoration charges, the consumer must submit a new guarantee deposit, unless otherwise waived in writing by the City.

8-3-28: BILLING PERIOD:

The regular billing period shall be on a monthly or bimonthly basis as determined by the City.

8-3-28: OPENING AND CLOSING BILLS:

A. Opening and closing bills for less than the normal billing period shall be prorated both as to minimum charges and quantity blocks.

B. Closing bills may be estimated and/or prorated by the City for the final period as an expedient to permit the customer to pay the closing bill at the time service is discontinued or processed in the normal final billing process as determined by the City. Any excess payment shall be refunded to the customer of record.

8-3-29: PAYMENT OF BILLS:

Water billing periods, delinquency dates, and the Water Shut-off Policy shall be established and fixed by City Council resolution.

8-3-30: BILLING SEPARATE METERS/SERVICE:

Separate bills will be rendered for each meter/service installation unless a combined billing is requested in writing by the customer and capable of being generated using the City's billing software.

8-3-31: WATER BILLING-DELINQUENT ACCOUNT-PENALTY CHARGE:

All delinquent accounts shall be handled as provided in the Water Shut-off Policy.

8-3-32: UNLAWFUL RESTORATION OF SERVICE:

It shall be unlawful for any customer to tap, open, or connect to, or cause, permit, or allow to be turned on, in any way, any water after the same had been turned off by the City.

8-3-33: RECONNECTION CHARGE:

A reconnection charge as established in the City's comprehensive fee schedule will be levied and collected and said customer's guarantee deposit may be increased to the current guarantee deposit amount prior to renewing service following a discontinuance for any reason provided for in this chapter.

8-3-34: APPEAL OF WATER BILLING:

Any customer who disputes a water bill as provided for in this chapter shall have the right to an administrative review by the Finance Director. Decisions made by the Finance Director may be appeal to the City Manager. Said customer shall file the appeal in writing. The customer will be notified in writing of the City Manager's decision. If the decision is in favor of the customer, the customer's water account shall be adjusted accordingly. If the decision is against the customer, the customer shall be afforded an appeal to the City Council within fifteen (15) days after the date of the adverse decision by the City Manager. Documents used by the City Manager shall be submitted to the City Council for its review. Any person aggrieved by the decision of the City Council following an appeal, may obtain review of the Administrative Decision of the City Council by filing a Petition for Review with the Kings County Superior Court, Limited Jurisdiction, in accordance with the timelines and provisions as set forth in California Government Code § 53069.4.

8-3-35: NONCOMPLIANCE WITH REGULATIONS:

Customers shall comply with all city, county, state and federal law related to water service.

8-3-36: DISCONTINUANCE UPON VACATING PREMISES:

A. Customers desiring to discontinue service shall so notify the billing department two days prior to vacating the premises.

B. Unless discontinuance of service is ordered by the customer or the customer's representative, the customer shall be liable for charges whether or not any water is used.

8-3-37: USE OF FIRE HYDRANTS:

A. Fire hydrants are for use by the City or by recognized fire protection agencies pursuant to contract with the City.

B. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the City prior to use and shall operate the hydrant in accordance with instructions issued by the City.

C. Unauthorized use of hydrants will be prosecuted according to law.

8-3-38: MOVING OF FIRE HYDRANTS:

A. When a fire hydrant has been installed in the location specified by the proper authority, the City has fulfilled its obligation.

B. If property owners or other parties desire a change in the size, type or location of the hydrant, they shall bear all costs of such changes.

C. Any change in the location of a fire hydrant must be approved by the Public Works Department and Fire Department.

8-3-39: PAYMENT OF COST:

A. Any applicant for private fire protection service not now installed shall pay the total actual cost of installation of the service from the distribution main to the customer's premises including the cost of a detector check meter or other suitable and equivalent device, valve and meter box.

B. Said installation shall become the property of the City.

8-3-40: NO CONNECTION TO OTHER SYSTEMS:

There shall be no connections between the fire protection system and any other water distribution system on the premises.

8-3-41: USE THROUGH FIRE PROTECTION SERVICES RESTRICTED:

There shall be no water used through the fire protection service except to extinguish accidental fires, for testing purposes or by the City to flush water mains.

8-3-42: MONTHLY RATES:

The monthly rates for private fire protection shall be established in the City's comprehensive fee schedule.

8-3-42: WATER FOR FIRE STORAGE TANKS:

A. Occasionally, water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the City in advance and an approved means of measurement is available.

B. The regular water rates will be applied.

8-3-43: VIOLATION OF AGREEMENT:

If water is used from a private fire service in violation of the agreement or of these regulations, the City may, at its option, discontinue and remove the service.

8-3-44: WATER PRESSURE AND SUPPLY:

A. The City assumes no responsibility for loss or damage due to lack of water or pressure and merely agrees to furnish such quantities and pressures as are available in its general distribution system at time of need.

B. The service is subject to shutdowns and variations required by the operation of the system.

8-3-45: TEMPORARY SERVICE-DURATION OF SERVICE:

Temporary service connections shall be disconnected and terminated within thirty (30) days after installation unless an extension of time is granted in writing by the Public Works Department.

8-3-46: TEMPORARY SERVICE-DEPOSIT:

A. The applicant shall deposit, in advance, the estimated cost of installing and removing the facilities required to furnish said service exclusive of the cost of salvageable material.

B. Upon discontinuance of service the actual cost shall be determined and an adjustment made as an additional charge, refund or credit.

C. If service is supplied through a fire hydrant, the applicant will be charged in accordance with those rates provided for in the City's comprehensive fee schedule unless set by special written agreement.

8-3-47: TEMPORARY SERVICE-INSTALLATION AND OPERATION:

All facilities for temporary service to the customer connection shall be made by the Public Works Department and shall be operated in accordance with its instructions.

8-3-48: TEMPORARY SERVICE-RESPONSIBILITY FOR METERS AND INSTALLATION:

A. The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the City which are involved in furnishing the temporary service from the time they are installed until they are removed, or until forty-eight hours' notice in writing has been given to the City that the contractor or other person is through with the meter or meters and the installation.

8-3-49: TEMPORARY SERVICE-FROM A FIRE HYDRANT:

A. If temporary service is supplied through a fire hydrant, a permit for the use of the hydrant shall be obtained from the City and a written agreement must be signed the user and the City Manager.

B. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose.

8-3-50: TEMPORARY SERVICE-UNAUTHORIZED USE OF HYDRANTS:

Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor, punishable as provided in the Municipal Code and/or Resolution of the City.

8-3-51: TEMPORARY SERVICE-RATES:

The rates for temporary service shall be those rates provided for in the City's comprehensive fee schedule unless set by special written agreement.

8-3-52: TEMPORARY SERVICE-CREDIT:

The applicant shall pay the estimated cost of service in advance or shall place a deposit sufficient to cover the estimated cost of the temporary service.

8-3-53: RESPONSIBILITY FOR EQUIPMENT:

A. The customer shall, at the customer's own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the City shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or any of the customer's tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment.

B. The City shall not be responsible for damage to property caused by faucets, valves and other equipment that are open when water is turned on at the meter, either originally

or when turned on after a temporary shutdown or discontinuance or by said facilities malfunction during regular service.

8-3-54: WATER RATE SCHEDULE:

Charges for water service shall be established, amended, modified, adjusted or revoked by resolution of the City Council and reflected in the City's comprehensive fee schedule.

8-3-55: CONTRACTS:

The provisions of this chapter shall not prohibit the City Council from entering into contracts with a business, industry or governmental agency to supply water, water service and all things pertaining to the furnishing of water to such agencies at rates different than those provided for in this chapter, or established by resolution of the City Council.

8-3-56: DISPUTED CHARGES:

The City Manager or designee may adjust bills, and in the event any dispute as to a charge to a consumer occurs, the City Manager or designee may determine the same, provided, however, that all persons affected shall have the right to appeal such determination to the City Council as provided for herein, and the decision in respect thereto shall be final and conclusive as to all parties.

8-3-57: WATER BILLING-DELINQUENT ACCOUNT – SERVICE RESUMPTION UPON PAYMENT - FEE:

Water service will be resumed to a delinquent consumer only upon payment in full of the delinquent bill plus penalties accrued. A reasonable final notice penalty fee will be charged by the City as set by City Council resolution. This fee must be paid to the City prior to resumption of water service.

8-3-58: RIGHT TO CONTRACT SEPARATELY:

The City Council reserves the right and power to contract separately with any person, firm or corporation for the sale and delivery of water within or outside the incorporated limits of the City, at wholesale, the times, places and prices to be fixed and agreed upon by resolution of the City Council.

8-3-59: ADJUSTMENT OF FEES:

All fees and charges provided for in this chapter or in the Water Shutoff Policy may be established, adjusted, modified, amended or revoked by resolution of the City Council.

8-3-60: TAMPERING WITH CITY PROPERTY VIOLATION:

A. It is unlawful for any person, firm or corporation, whether as principal, agent, employee or otherwise, to open any street hydrant, stop cock or gate valve or to tamper

with or interfere with any street service, water connection, reservoir, pumping plant or any water meter attached to any service pipe connected with the City mains or water pipes or hydrants of the City, or to turn on and off water mains or water pipes of the City, or to tap, break or injure any water main, water pipe, meter or other fittings of the City laid in any street, avenue, alley or other public place or to tamper with, deposit or cause to be deposited in any water main or pipe of the City any fluid or solid matter or substance of any kind or to do any act that might cause water to become polluted, or to take, pump or draw water from any water main, pipe or hydrant of the City without first arranging with the City and paying the established rate therefor.

B. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is either a part of the City's water production, storage or distribution systems, or which used to disconnect water service to any premises.

C. No water meters connected to the City's water system may be altered or tampered with, whether physically or electronically, or removed by anyone other than City personnel. No water meter seal may be broken by anyone other than City personnel. Unauthorized alteration, tampering or removal of a water meter seal by any person, including a licensed plumber, will result in the landowner and/or customer being charged unauthorized meter alteration investigation fees and any other applicable charges, as previously set by resolution of the City Council during a public hearing.

EXHIBIT B

Corcoran Water Shut-off Policy

Purpose

This Policy (“**Policy**”) establishes the City of Corcoran, Public Works Water Division’s administrative actions for collection on delinquent residential water service accounts, including notifications, fee assignments and discontinuation of water service. This policy will be made available to the public on the City’s website. The English language version of this Policy shall be controlling over any actual or potentially inconsistent non-English translation. A residential customer can contact the City by phone at 559-992-2151 ext. 2002 to discuss potential options for averting termination of water service for nonpayment under the terms of this policy. Also, a customer can find additional information on the City’s official website at www.cityofcorcoran.com.

Residential Water Account Policy

In general, a “water bill” is defined as the portion of a utility bill which contains to water service charges.

Compliance:

It is intended that this Policy shall comply with California Senate Bill 998 (2018) (“**SB 998**”), as enacted and codified into California Health and Safety Code §§ 116900 et seq.

Delinquent Account:

The Corcoran Municipal Code has set the water billing period to be monthly and the payment date will be the 15th day of the month following the month of service delivery. A water bill is deemed delinquent if not paid by the 15th day of the month (or next business day if the 15th is not a business day) following the billing period (Corcoran Municipal Code).

The following rules shall apply to the collection of delinquent accounts:

1. **Small Balance Accounts:**

Any balance on a bill of \$20 or less may be carried over, and added to, the next billing period without incurring further collection action.

2. **Delinquent Notice:**

If payment for a water bill is not received by 4:00 p.m. on the due date, then a late fee will be assessed. The due date and late fee will be displayed on the water bill. Upon a bill becoming delinquent, the City shall give the person or entity responsible for payment of the bill (hereinafter referred to as “**customer**”) a notice of delinquency stating that water service will be discontinued after sixty (60) days. The delinquent notice will be mailed to the mailing address designated on the account. The City assumes no responsibility for contact information which has not been kept up-to-date by the customer.

3. Collection Timeline Narrative.

Attached to this Policy as **ATTACHMENT A** is a narrative of the timeline and process for collection and/or discontinuation of service (the “**Collection Timeline Narrative**”). Such narrative is not intended to substitute for or otherwise supersede this Policy, but provides a summary of how the Policy is intended to conform with the Municipal Code and California Health and Safety Code §§ 116900 et seq.

4. First Disconnection Notice:

A. The City shall not discontinue residential water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days. The City shall give the customer a first notice of disconnection approximately thirty (30) calendar days, but in no event less than seven (7) business days, before termination of service for non-payment. The first written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to “**Occupant**”. The first written disconnection notice will include at least the following information:

- Customer’s name and address;
- Amount of delinquency;
- Date by which payment or payment arrangements are required to avoid termination of service;
- A description of the process to apply for an extension of time to pay the delinquent charges;
- Description of the process to formally dispute or appeal a water bill;
- A description of the procedure by which a customer may request a deferred, reduced or alternative payment schedule, including amortization of the delinquent charges;
- A statement that, upon qualifying, the residential occupants have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account; [HSC § 116916(b).]

- The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state or federal sources, if applicable; [PUC § 10010.1(d)(6).]
- The date when the discontinuation of service will be authorized to occur, which must be a date with no less than sixty (60) days of non-payment delinquency;
- Information on how to restore service if it is actually disconnected;
- Disclosure that if the existing meter or service lateral is not equipped with a lockable valve or mechanism for disconnection of service, one will be installed and such cost will be billed to the customer in addition to all associated reconnection fees and delinquency charges;
- Phone number of a representative of the City who can provide additional information or institute arrangements for payment, and an Internet web link to the City's written Policy; and
- Such other contents as may otherwise be required by applicable laws or the City. [HSC § 116908(a)(1)(C).]

B. Notice to Residential Tenants/Occupants in an Individually Metered Residence

The City will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least seven (7) business days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the tenant/occupant to open an account, the tenant/occupant must provide verification of tenancy in the form of a rental agreement in her/his name.

C. Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter

The City will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least seven (7) business days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively terminating service to those

occupants who have not met the requirements for service, the City will make service available to the occupants who have met those requirements.

5. Courtesy Call:

The City will make a reasonable, good faith effort to notify the customer in advance of disconnection of water service for non-payment. The means of notification will be by phone. The courtesy call is meant entirely as a courtesy and failure of the City to send the notice or failure by the customer to receive the notice shall not constitute an acceptable reason for non-payment or delay of disconnection. During the telephone call, the customer shall be offered both a hardcopy of this Policy and the opportunity to discuss options to avert discontinuation of residential service for non-payment, which generally include:

- (i) Alternative payment schedules;
- (ii) Deferred payments;
- (iii) Minimum payments;
- (iv) Procedures for requesting an amortization agreement to repay the delinquent balance;
- (v) Petition for bill review and appeal; and
- (vi) All other information which required by applicable laws.
[HSC § 116908(a)(1)(B).]

6. Final Disconnection Notice:

Failure to comply with the terms of an amortization plan for sixty (60) days or more or failure to pay current residential service charges for sixty (60) days or more will result in the issuance of a final disconnection notice. The final disconnection notice will be in the form of a door hanger delivered to the premises no less than five (5) business days in advance of discontinuance of service. [HSC § 116910(b)(3).]

7. A. Alternative Payment Arrangements / Extension of Time to Pay:

Any customer who is unable to pay for water service within the normal payment period may appeal the disconnection and request an “**alternative payment arrangement**” in the form of either a deferred payment, amortization agreement, alternative payment schedule or a payment reduction.

B. Serious Health Threat and Financial Inability to Pay:

A residential service customer whose account balance initially becomes delinquent may submit an application, under this Section, which demonstrates to the City that they are unable to pay, as defined within Health and Safety Code § 116910(a)(2), and that the customer or a tenant thereof has submitted to the City a valid certification from a primary care provider, certifying that discontinuation of residential service will be life threatening to or pose a serious threat to the health or safety of a resident of the premises with a delinquent account balance. Upon satisfaction of both such conditions, and if the account at issue is not utilizing one or more of the various payment arrangements provided for within this section, then all of the following shall apply:

- (i) The customer shall be offered either an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment under this Section, if the customer timely submits an application to the City indicating a willingness to enter into one or more of them; and
- (ii) After providing each required notice, the City shall be authorized to proceed with disconnection of service under this Policy if, for sixty (60) days either:
 - a. The customer fails to remain current on subsequently billed services; or
 - b. Fails to comply with the terms of the amortization agreement, alternative payment schedule or plan for deferred or reduced payments approved by the City.

[HSC § 116910.]

C. Customers Unable to Pay for Water Services

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement in order to avoid disruption of service. However, said arrangement is discretionary and is subject to the appeal process. The City shall not discontinue water service for non-payment if a customer has requested and entered into an alternative payment arrangement and remains current on its obligations from that point forward.

(i) Amortization Plan:

In order to temporarily avoid an impending discontinuation of service, the City may approve an amortization agreement allowing for payment of the entire balance of all delinquent charges in periodic installment payments equally spread over a mutually agreed upon period of time, not exceeding twelve (12) months, which shall be measured from and include the date when the balance initially became delinquent. All of the following shall apply to each amortization agreement and, to the extent they are relevant, shall constitute implied terms and conditions of an approved amortization agreement:

(a) **Maximum Allowable Term:** The written application of the customer-of-record must propose to an amortization agreement which would result in the City's actual receipt of the entire delinquent balance within no later than twelve (12) months, as measured from the date when the balance initially became delinquent;

(b) **Proposed Agreement Signed by Applicant:** The application of the customer-of-record must be submitted to the City Manager (or designee) and must be accompanied by a proposed amortization agreement, on a form approved by the City, which must be signed and dated by the customer-of-record;

(c) **Amortization Agreements Up To 60 Days:** Upon receipt of twenty-five percent (25%) of the delinquent balance, the City Manager or designee shall have the authority and discretion to sign a written amortization agreement, in a form previously approved by the City's legal counsel, for any remaining delinquency balance which does not exceed five hundred U.S. dollars (\$500 USD), provided that such agreement requires payment to the City of the entire delinquent balance in no later than sixty (60) days, as measured from the date when the balance initially became delinquent;

(d) **Amortization Agreements Exceeding 60 Days, Without Initial Payment:** The City Manager or designee shall have the authority and discretion approve a written amortization agreement, in a form previously approved by the City Attorney, which requires full repayment of the remaining delinquency balance on or before a deadline which is no earlier than sixty (60) days but does not exceed twelve (12) months, as measured from the date when the balance initially became delinquent. In order to be binding upon the City, any such agreement involving more than **five thousand U.S. Dollars (\$5,000 USD)** in delinquency must first be confirmed at the sole and absolute discretion of the of the Council or designee, which may instead approve the signing of an amortization agreement containing terms which differ from those proposed by the customer-of-record or initially approved by the City Manager or designee, with or without any initial payment;

(e) **Deadline to Sign Agreement:** Notwithstanding any provision in this Policy to the contrary, whenever the City has approved the signing of any amortization agreement, including one which contains terms which differ from those requested by the customer-of-record, the customer-of-record must, if it is acceptable to her/him, promptly sign, date and provide such signed agreement to the City Manager (or designee) within five (5) business days after learning that is ready for the signature of the customer-of-record;

(f) **Payments Under Amortization Agreement:** The delinquent balance must be divided by the number of months in the amortization period and each month that amount shall be added into the customer-of-record's monthly bill. All payments received for the account with the amortization agreement shall first be applied to the delinquent balance, then to any incurred late fees, charges, interest and penalties, and finally to newly billed service charges; and

(g) **Amortization Applies Only to Delinquent Balance:** All new and non-delinquent service charges on the account, which appear on each City service bill issued after the initial delinquency began, must be timely and fully paid (at least within the applicable grace period, if any, for such subsequent bill) and, until the full delinquent balance is actually received by the City, the account must remain current as to all post-delinquency City bills for service..

(ii) **Extension of Time for Deferred Payment:**

In order to temporarily avoid an impending discontinuation of service, the City Manager or designee may exercise her/his discretion to approve a customer-proposed plan for an extension of time to make a deferred payment of the entire balance of all delinquent charges. All of the following shall apply to each extension granted under this Policy, unless a majority of the Council expressly approves otherwise:

(a) **Maximum Extension:** The written application of the customer-of-record must propose to the City Manager or designee a plan for an extension of time which would not defer full payment beyond eight (8) weeks, as measured from the date when the balance initially became delinquent. Any unauthorized portion of an extension apparently granted by the City Manager or designee shall be deemed void;

(b) **City Manager Discretion:** At the sole and absolute discretion of the City Manager or designee, the proposed plan for a deferred payment may be approved as proposed by the customer-of-record, approved with a different period of deferment than requested or denied if the City Manager or designee for any reason does not believe an extension is in the best interest of the City and the requested extension is not otherwise required by applicable law;

(c) **Notice of Deadline for Making Deferred Payment:** Each extended payment date will be set forth within a writing which shall be mailed to the customer-of-record at their most recent mailing address on file with the City;

(d) **Actual Receipt of Balance by Deadline:** The full delinquent balance must be actually received by the City no later than the extended payment due date in effect; and

(e) **Extension Applies Only to Delinquent Balance:** All new and non-delinquent service charges on the account, which appear on each City service bill issued after the initial delinquency began, must be timely and fully paid (at least within the applicable grace period, if any, for such subsequent bill) and, until the full delinquent balance is actually received by the City, the account must remain current as to all post-delinquency City bills for service.

(iii) **Alternative Payment Schedule:**

In order to temporarily avoid an impending discontinuation of service, the City Manager or designee may approve an alternative payment schedule, which differs from its normal bill due date, for the payment of the entire delinquent balance within a period not to exceed **six (6) months**, which shall be measured from and include the date when the balance initially became delinquent. All of the following shall apply to each alternative payment schedule approved under this Policy, unless a majority of the Council or designee expressly decides otherwise

(a) The customer-of-record must demonstrate to the satisfaction of the City Manager or designee that they are financially unable to pay their bill during the City's normal billing cycle, despite any monthly grace period allowed by City policy;

(b) The City will consider all circumstances specified by the customer to support their request and make a determination as to whether or not an alternative payment schedule will be approved;

(c) If approved by the City Manager or designee, a customer must pay the delinquent balance in accordance with an alternative payment schedule. The approved alternative payment schedule may provide for periodic payments which do not coincide with the City's regular payment cycle (as prescribed within this Policy or the Municipal Code), or may provide for payments made more or less frequently than the City's regular payment cycle;

(d) During the period of the alternative payment schedule, the customer's account must remain current on all subsequently billed service charges; and

(e) The alternative payments schedule approved by the City Manager or designee shall be in writing and shall include each amount due and each corresponding deadline. A copy of the alternative payments schedule will be provided to the customer by U.S. mail or in person.

(iv) **Termination of Service:**

In all cases wherein an alternative payment arrangement has been agreed, failure on the part of the customer to comply with the terms of a plan for

deferred or reduced payments, alternative payment schedules, or a deferral or reduction in payment plan for delinquent charges, or failure to remain current as charges accrue in each subsequent billing period will result in the cancellation of such alternative payment arrangement, and will result in discontinuance of water service pursuant to this Policy. Notice will be given to the customer, and will be in the form of a door hanger, delivered to the premises, no less than five (5) business days in advance of discontinuance of service. [HSC § 116910(b)(3).]

8. Disconnection Deadline:

Unless an alternative payment arrangement has been executed, all delinquent water service charges and associated fees must be received by the City by 4:00p.m., on the date specified in the written disconnection notices.

9. Disconnection of Water Service for Non-Payment:

The City will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a delinquent and disconnection notices, and a courtesy call, as provided in this Policy.

10. Re-establishment of Service:

The City will endeavor to reconnect service as soon as practicable, usually restoring service before the end of the next business day after the City receives payment of all past due amounts and delinquent fees attributable to the nonpayment delinquency and resulting in termination of service.

Water service that is turned on by any person other than a Public Works Water Division personnel or without Public Works Department authorization may be subject to fines, penalties and/or additional charges and fees. Any damages that occurs as a result of unauthorized restoration of service shall be the responsibility of the customer.

A. Restoration Fees

In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee.

B. Maximum Reconnection Fees for Low-Income Households

The maximum reconnection fee for a low-income household shall be fifty U.S. dollars (\$50.00 USD) for reconnections occurring during the City's normal business hours and one hundred fifty U.S. dollars (\$150.00 USD) for reconnections occurring at any other time. These amounts shall be automatically adjusted each year,

commencing on or about January 1, 2021, in accordance with the relevant consumer price index.

- (i) **Low-Income Household:** A customer-of-record's household shall be considered to be low-income under this Policy if it is below two hundred percent (200%) of the federal poverty line or the household income otherwise satisfies the criteria set forth in Health and Safety Code § 116914(b), which includes receipt of specified public assistance benefits. Such a customer shall be allowed to receive one waiver of interest charges on delinquent bills once every twelve (12) months. [HSC § 116914(a)(2).]

11. Re-establishment of Service After Business Hours:

Requests for services to be restored after 2:30 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee reflecting higher after-hours rates. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an acknowledgment of the applicable reconnection fee and all delinquent charges and fees.

12. Disputed Water Bills and Appeals:

If a customer disputes a bill, or any part of this Policy, they must follow the appeal procedure outlined in the City's Municipal Code. Appeals must be in writing and submitted within fifteen (15) days after a delinquency notice has been issued. If a customer disputes the water bill and exercises their right to appeal to the City Manager, the water service shall not be disconnected while the appeal is pending. When appeal is received by City, City shall proceed with water bill review.

13. Annual Report on Disconnections For Non-Payment Delinquency:

The City Manager or designee is authorized and shall prepare a proposed report to the State Water Resources Control Board ("SWRCB") which indicates the total number of actual disconnections of service, due to a nonpayment delinquency. Unless the SWRCB otherwise requires, the City Manager or designee shall prepare the proposed report on or about January of each year and it shall cover the prior calendar year. Upon the Council's approval of the proposed report, the City Manager or designee shall cause it to be submitted in accordance with California Health and Safety Code § 116918 and/or such applicable laws which may be applicable.

14. Effect of Headings/Titles:

Section and subsection headings and titles are included in this Policy for organizational purposes only and must not be read to in any manner affect the scope, meaning or intent of the provisions associated with them.

15. Third-Party Notice for Qualified Seniors and Dependent Adults::

On a form provided by the City, any residential customer-of-record who either is at least sixty-five (65) years of age, or qualifies as a dependent adult under California Welfare and Institutions Code § 15610.23, may elect to designate a third-party to be contacted by the City when such customer's account becomes subject to termination of service because of a non-payment delinquency. To be effective, the customer-of-record must sign the authorizing form and the third-party must also sign the form to consent to the receipt of the notification utilizing their contact information as shown on the form. The City's notification to the third-party may be oral or in writing and may be accomplished by telephone, facsimile transmission, e-mail, mail or in-person and will include information on what is required to prevent termination of service. The City may satisfy this requirement either by:

(i) by mailing a copy of the notice of impending discontinuation of service to the third-party no less than seven (7) business days before service is actually discontinued; or

(ii) by providing the third-party with the final 48-hour notice prescribed in this Section.

[PUC § 10010.1(c).]

16. Final Forty-Eight (48) Hour Telephonic or In-Person Notice:

The City Manager or designee shall cause to be made a reasonable and good faith effort to contact, by either telephone or in-person, an adult residing at the premises where service will be discontinued, at least 48 hours prior to termination of service. If the City's attempt at telephone or personal contact is unsuccessful, then the City shall thereafter cause a final written notice to be mailed to or posted in a conspicuous location at the address where service will be discontinued, at least 48 hours before service is actually discontinued. A duly provided final notice of intent to disconnect, as prescribed in the preceding subsection, shall satisfy the requirements of this subsection whenever telephone or personal contact hereunder is attempted unsuccessfully. [PUC § 10010.1(b).]

17. Substantial Compliance:

Whenever a person actually and timely receives, whether orally, in-writing, electronically or telephonically, any notice specified within this Policy, substantial compliance with the notice requirements of this Policy shall be deemed to be satisfied, regardless of any actual, apparent or potential defect in the manner or delivery of said notice.

EXHIBIT C

CITY OF CORCORAN

AGREEMENT FOR: **EXTENSION OF TIME**
 AMORTIZATION OF DELINQUENT BALANCE
 ALTERNATIVE PAYMENT SCHEDULE

Customer Name: _____

Customer Mailing Address: _____

Premises Served: _____

Delinquent Principal Balance: _____

Effective Date of Agreement: _____

This Agreement (“**Agreement**”) is made effective by and between the CITY OF CORCORAN (“**City**”) and aforementioned Customer pertaining to water service provided to the aforementioned Premises.

I. RECITALS

WHEREAS, City is a municipal corporation duly formed and operating under the laws of the State of California, and is empowered to enter into contracts to provide water service (“**Utility Services**”);

WHEREAS, the Customer is responsible for payment for Utility Services already furnished and provided to the Premises by the City, and related services furnished as a result of and/or in connection the existing Delinquent Principal Balance;

WHEREAS, the aforementioned Delinquent Principal Balance which the Customer now owes to the City for water service provided to the Premises is now past due and delinquent, and the Customer voluntarily requested that the City enter into this Agreement; and

WHEREAS, the Customer and the City now desire to enter into this Agreement solely to assist the Customer in avoiding a shutoff of Utility Services to the Premises.

II. SPECIFIC TERMS

1. **Recitals.** The recitals and facts set forth above are true and correct and are incorporated by reference.

EXHIBIT C

2. **Shutoff Policy Terms Apply.** The parties agree that unless otherwise unless otherwise specifically cited by section and/or page number and expressly waived in this Agreement, the terms in the City's operative shutoff policy, as amended from time to time, pertaining to an extension of time, amortization and/or alternative payment schedule of this Agreement shall be controlling where they are contextually applicable.

3. **Alternative Arrangement.** The parties agree to the following alternative payment arrangements:

<input type="checkbox"/> EXTENSION OF TIME:	<p>-Customer must tender payment of the full Delinquent Principal Balance no later than (cannot exceed six weeks from initial date of delinquency): _____</p> <p>-Customer may elect to make smaller payments prior to such deadline, provided that the required amount is fully paid and received by the City as of the specified deadline.</p>
<input type="checkbox"/> AMORTIZATION OF DELINQUENT BALANCE	<p>--Required Initial Payment: Customer must immediately upon signing tender payment of the twenty-five percent (25%) of the Delinquent Principal Balance, which is: \$ _____.</p> <p>--Amortization Period: Customer must tender payment of the remaining balance of the Delinquent Principal Balance no later than (cannot exceed twelve (12) months from the initial date of delinquency; cannot exceed sixty (60) days when remaining balance is \$500.00 or less and approved by the City Manager only): _____ (Insert Date).</p> <p>--Monthly Payment Amount: Each monthly payment toward the balance owing on the Delinquent Principal Balance shall be (must be divided by the number of monthly payments): \$ _____, and must be paid in addition to new non-delinquent amounts which become due.</p> <p>--Where the required Initial Payment is not made, or where the Amortization Period exceeds 60 days, the City Manager's signature on the agreement must first be approved by the City's governing City Council in order for it to become effective.</p>
<input type="checkbox"/> ALTERNATIVE PAYMENT SCHEDULE	<p>--Please see the attached Special Payment Schedule which is incorporated into this Agreement and made a part hereof.</p>

EXHIBIT C

4. **Special Assessment or Lien.** In consideration of City’s entry into this Agreement, Customer agrees that the Delinquent Principal Balance shall be secured by all personal and real property owned by Customer, and City shall be entitled to record an assessment or other appropriate lien and similar filings as to personal property. Any such assessment may be collected in the same manner authorized for the secured property tax roll. The provisions of this section shall survive the termination of this Agreement.

5. **Right of Entry.** Customer hereby expressly grants consent to City to enter upon the Premises in accordance with the notice procedures prescribed by City’s ordinances, resolutions and policies, if any, for the purpose of inspecting and disconnecting service at the Customer’s expense if Customer fails to satisfy Customer’s payment obligations under this Agreement. No further consent shall be required. Customer waives the provisions of Civil Code § 1542 which provides in full: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Customer now and forever releases all present, future and past claims against the City, its officers, employees, directors, consultants and agents for each and all City activities in connection with any shutoff(s) of Utility Services to the Premises resulting from Customer’s failure to fully comply with each and all of its payment obligations under this Agreement.

III. GENERAL TERMS

6. **Warranty.** Each party hereto warrants that the foregoing recitals are true and correct, that each of the individuals executing this Agreement on such party’s behalf has authority to enter into this Agreement on behalf said party.

7. **Further Assurances.** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

8. **Notices.** Any notice to be given hereunder to either party must be in writing and must be given either by personal delivery (including express or courier service), facsimile transmission or by registered or certified mail, with delivery confirmation, postage prepaid and addressed as follows:

To: Customer

AT THE ADDRESS SPECIFIED ABOVE.

To: City

City Manager

EXHIBIT C

CITY OF CORCORAN
832 Whitley Avenue
Corcoran, California 93212

9. **Special Services.** Customer agrees that in the event of a Customer default under this Agreement, the Delinquent Principal Balance shall be adjusted to reflect a credit for each and all payments made under this Agreement, and adjusted to include all services from the City for providing notices in connection with the Delinquent Principal Balance, processing of this Agreement, shutoff fees, collection fees and costs and other expenses incurred by the City in connection with the Customer's delinquency.

10. **Indemnification.** Customer agrees to protect, defend, indemnify and hold harmless City, its officers, agents, servants, employees and consultants from each and all losses, claims, liens, demands and causes of action of every kind and character on account of personal injuries, death or damage to property and without limitation by enumeration, all other claims or demands from anyone and of each and every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the City's approval of and/or activities under this Agreement, including the City's enforcement of this Agreement, if any. This indemnification obligation shall continue beyond the term of this Agreement as to any acts, omissions or other conduct actually or allegedly occurring or existing at any time prior to or during the term of this Agreement or any extension of this Agreement.

11. **Successors and Assigns.** The terms and provisions of this Agreement shall bind and shall inure to the benefit of the successors of the respective parties to this Agreement.

12. **Amendments.** Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.

13. **No Waiver Intended.** Except for the remedy of shutting off Utility Services to the Premises which shall only be restricted temporarily hereunder, the parties agree that unless otherwise specifically and expressly waived, the remedies available to the City under this Agreement are cumulative to and not mutually exclusive with each and all of the remedies otherwise available to the City under generally applicable laws and ordinances.

14. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In order to resolve claims efficiently, the Customer agrees to a bench trial and a waiver of a jury trial, where applicable.

EXHIBIT C

15. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent allowed by law.

16. **Attorneys' Fees.** If any action or proceeding is brought by one party against another to enforce this Agreement, the prevailing party shall be entitled to recover all its costs and expenses, including, without limitation, reasonable attorneys' fees and expert witness fees.

17. **Time of Essence.** Time is of the essence of this Agreement and each provision hereof.

18. **No Third-Party Beneficiaries Intended.** Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity not a party to this Agreement with any benefit or enforceable legal or equitable right or remedy.

19. **Ambiguities.** The parties agree that provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

20. **Counterparts.** This Agreement shall be executed contemporaneously in two or more counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same Agreement.

21. **Entire Agreement Represented.** This Agreement represents the entire agreement between the undersigned parties as to its subject matter and no prior oral or written understanding shall be of any force or effect.

22. **Headings.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

(SIGNATURES ON NEXT PAGE)

EXHIBIT C

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF CORCORAN

By: _____
Greg Gatzka, City Manager

Dated: August ____, 2023

CUSTOMER

By: _____
Printed Name: _____
Title: _____

Dated: August ____, 2023

MD/20230817 - Corcoran - Alternate Arrangement Agreement-v1.docx
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**MATTERS FOR MAYOR AND COUNCIL
ITEM #:6**

MEMORANDUM

MEETING DATE: August 22, 2023
TO: Corcoran City Council
FROM: Greg Gatzka, City Manager
SUBJECT: Matters for Mayor and Council

6-A. Upcoming Events/Meetings

- August 23, 2023 (Wednesday) City County Coordinating Meeting - 6:00 at Medranos, 1943 Dairy Ave, Corcoran, CA 93212
- August 25, 2023 (Friday) Artisan & Farmers' Market 5:30 pm-8:30 pm Christmas Tree Park
- September 4, 2023 City Offices Closed in observance of Labor Day
- September 12, 2023 (Tuesday) Council Meeting-5:30 pm, Council Chambers
- September 26, 2023 (Tuesday) Council Meeting-5:30 pm, Council Chambers

6-B. City Manager's Report

6-C. Council Comments/Staff Referral Items – *This is the time for council members to comment on matters of interest.*

6-D. Committee Reports

1. Kings Waste and Recycling Agency (KWRA)
2. Kings County Association of Governments (KCAG)
3. Kings Community Action Organization



**COUNCIL REQUESTS OR REFERRAL ITEMS
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

DATE Sent to Council/ Request made	REQUEST	STATU S	DEPARTMENT RESPONSIBLE Dept/Division
5/16/23	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	City Manager
05/16/23	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
05/16/23	Expansion of diagonal car parking along Whitley Ave.	In progress	Public Works/Community Development

