

**CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY
AGENDA**

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

***Monday, August 4, 2014
6:00 P.M.***

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerks Office at (559) 992-2151 ext. 235.

Public Comment: Members of the audience may address the Council on non-agenda items; However, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The councilmembers ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall walk to the rostrum, state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

Consent Calendar: All items listed under the consent calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

ROLL CALL

Mayor:	Jim Wadsworth
Vice Mayor:	Jerry Robertson
Council Member:	Mark Cartwright
Council Member:	Raymond Lerma
Council Member:	Sidonio "Sid" Palmerin

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**

2-A. Approval of minutes of the City Council meeting of July 7, 2014.

2-B. Authorization to read ordinances and resolutions by title only.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated August 4, 2014. (Ruiz-Nuñez)

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Consider approval of easement for transmission facilities and road access encroachment as requested by EDF Renewable Development, Inc. corresponding to the City solar project APN: 034-012-002. (Meik)(VV)

7-B. Consider approval of part-time clerical support classification and corresponding job description. (Meik) (VV)

7-C. Discuss water conservation and mandates adopted by the State Water Resources Board. (Kroeker)

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Information Items

8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*

8-C. Committee Reports

9. **CLOSED SESSION** – None

9-A. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – **ANTICIPATED LITIGATION** (Government Code § 54956.9(d)).

Significant exposure to litigation (Government Code § 54956.9(d)(2)).

Number of potential cases is: 1 .

Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e)(2)) : _____

9-B. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

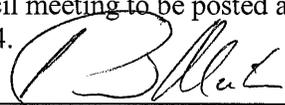
Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).

Parties, case/claim no. KCSC Case No. 13-C-0289

Case name unspecified because of jeopardy to settlement negotiations or service of process.

10. **ADJOURNMENT:**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on June 19, 2014.



Kindon Meik, City Manager

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
July 7, 2014**

The regular session of the Corcoran City Council was called to order by Mayor Wadsworth, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:59 P.M.

ROLL CALL

Councilmembers present: Mark Cartwright, Raymond Lerma, Jerry Robertson and Jim Wadsworth

Councilmembers absent: Sidonio Palmerin

Staff present: Mike Farley, Steve Kroeker, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy, Kevin Tromborg, and Joyce Venegas.

Press present: Jeanette Todd, "The Corcoran Journal"

INVOCATION

Invocation was presented by Robertson.

FLAG SALUTE

The flag salute was led by Cartwright.

1. PUBLIC DISCUSSION

Ana Orozco from Senator Vidak's office introduced herself as the new field representative.

Supervisor Valle, Kings County Supervisor District 2, updated the Council on the Kings County budget and invited the Council to an event on July 10, 2014.

2. CONSENT CALENDAR

Following Council discussion a **motion** was made by Robertson and seconded by Lerma to approve the consent calendar with noted amendments to Item 2-E, 2-F, and 2-G. Robertson abstained from voting on the minutes of the regular meeting on June 16, 2014. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth

NOES: None

ABSENT: Member: Palmerin

2-A. Approval of Minutes of the regular meeting of June 16, 2014 and special meeting of June 23, 2014.

2-B. Authorization to read ordinances and resolutions by title only.

2-C. Deny claim of Workmen's Auto Insurance alleging damage.

2-D. Deny claim of Victor M. Perez, Esq. alleging damage.

2-E. Approval of Resolution No. 2740 establishing an appropriations limit for the City of Corcoran.

2-F. Approval of Resolution No. 2741 regarding the 2014-2015 fiscal year budget.

2-G. Approval of Resolution No. 2751 adopting City of Corcoran salary schedule.

3. APPROPRIATIONS

Following Council discussion a **motion** was made by Cartwright and seconded by Lerma to approve the Warrant Register dated July 7, 2014. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

4. **PRESENTATIONS** - None

5. **PUBLIC HEARINGS**

5-A. The public hearing to obtain comments to intent to levy and collect Assessments on Assessment District 07-01, Subdivision Salyer Estates #3, Tract Map 853; and intent to levy and collect Assessment on Assessment District 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase 1), Tract Map 857; and intent to levy and collect Assessments on Assessment District 08-01, Subdivision Sunrise Villas, Tract map 856; and intent to levy and collect Assessments on Assessment District 08-02, Subdivision Patterson Avenue, Tract Map 758 was declared open at 6:08 p.m. Kroeker gave a report. There being no written or oral testimony, the hearing was declared closed at 6:10 p.m.

Following Council discussion, a **motion** was made by Cartwright and seconded by Robertson to approve Resolution No. 2742, approving Engineer's report and confirming Assessment on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853; Resolution No. 2743, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Salyer Estates No. 3, Assessment District); Resolution No. 2744, approving Engineer's report and confirming Assessment on Assessment District No. 07-02, Subdivision Pheasant Ridge, (previously known as Sequoias Phase 1), Tract Map 857; Resolution No. 2745, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Pheasant Ridge ((previously known as Sequoias Phase I)), Assessment District); Resolution No. 2746, approving Engineer's report and confirming Assessment on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856; Resolution No. 2747, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Sunrise Villas, Assessment District); Resolution No. 2748, approving Engineer's report and confirming Assessment on Assessment District No. 08-02, Subdivision Patterson Tract Map 785; and Resolution No. 2749, certifying to County of Kings the validity of the legal process used to place certain special assessments on the tax roll. (Patterson Avenue, Assessment District). Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

6. **WRITTEN COMMUNICATIONS**

6-A. Following Council discussion a **motion** was made by Robertson and seconded by Cartwright to approve the funding request made by the Kings County Homecoming Committee in the amount of \$200 and made a finding there is a benefit to the community. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

7. STAFF REPORTS

7-A. Following Council discussion direction was provided to display option #2 of the national motto “In God We Trust” in the council chambers. Authorization was given to purchase and install the display.

7-B. Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to approve Resolution No. 2752 authorizing submittal of grant application to the CalHome Program. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

7-C. Following Council discussion a **motion** was made by Lerma and seconded by Robertson to approve the Notice of Revocation for the storm water discharge agreement between the City and the J.G. Boswell Company. Motion carried by the following vote:

AYES: Members: Lerma and Robertson
NOES: None
ABSENT: Member: Palmerin
ABSTAIN: Members: Cartwright and Wadsworth

7-D. Following Council discussion a **motion** was made by Cartwright and seconded by Robertson to approve with added changes the easement for transmission facilities and road access encroachment as requested by EDF Renewable Development, Inc. corresponding to the City solar project APN: 034-012-002. Also authorize City Manager to sign easement. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

7-E. Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to approve the public works improvements known as C130013 Corcoran Street Project. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

7-F. Following Council discussion a **motion** was made by Lerma and seconded by Cartwright to authorize staff to advertise bids for the Transit Division Bus Wash Facility Project. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

7-G. Following Council discussion a **motion** was made by Lerma and seconded by Robertson to appoint Kevin Tromborg as the representative of the City on the Corcoran Oversight Board. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth
NOES: None
ABSENT: Member: Palmerin

7-H. Following Council discussion a **motion** was made by Cartwright and seconded by Lerma to appoint the City Manager as Acting City Clerk and authorize the City Manager to appoint Deputy City Clerk(s). Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth

NOES: None

ABSENT: Member: Palmerin

7-I. Following Council discussion a **motion** was made by Lerma and seconded by Wadsworth to cancel the regularly scheduled meeting of July 21, 2014. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Robertson and Wadsworth

NOES: None

ABSENT: Member: Palmerin

8. MATTERS FOR MAYOR AND COUNCIL

8-A. Council received information items.

8-B. Staff received referral items.

8-C. Committee reports.

9. CLOSED SESSION

At 6:46 p.m. Council recessed to closed session pursuant to:

9-A PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).

Parties, case/claim no. ___ KCSC Case No. 13-C-0289 _____

Case name unspecified because of jeopardy to settlement negotiations or service of process.

9-B PERSONNEL (Government Code § 54957(b)). It is the intention of this governing body to meet in closed-session to:

Consider the discipline, dismissal or release of a public employee.

Hear complaints or charges against a public employee.

Consider public employee appointment/employment for the position of:

Consider public employee performance evaluation for the position of:

The regular meeting was reconvened at 7:52 p.m. Mayor Wadsworth reported direction was provided on items 9-A and 9-B.

ADJOURNMENT

7:53 P.M.

Mayor

Acting City Clerk

APPROVED DATE: _____

Accounts Payable

Check Register Totals Only



User: bhanshew
Printed: 7/24/2014 - 9:38 AM
Batch: 00502.07.2014 - Warrant Register 7/21/14

Check	Date	Vendor No	Vendor Name	Amount	Voucher
56032	07/21/2014	AMWAWOAS	American Water Works Assoc	413.00	56,032
56033	07/21/2014	AMTR	Amtrak	2,052.50	56,033
56034	07/21/2014	APPLITEC	Applied Technology Group, Inc	311.84	56,034
56035	07/21/2014	AT&TMOBI	AT&T Mobility	36.83	56,035
56036	07/21/2014	AUTOZONE	Auto Zone, Inc.	692.01	56,036
56037	07/21/2014	AZAUTO	Az Auto Parts	923.03	56,037
56038	07/21/2014	B&CENTER	B & C Enterprises	4,318.32	56,038
56039	07/21/2014	BANKCARD	BankCard Center	5,729.82	56,039
56040	07/21/2014	BESTDEAL	Best Deal Food Co Inc.	43.88	56,040
56041	07/21/2014	BOARDOFE	Board of Equalization	706.00	56,041
56042	07/21/2014	BSKASSOC	BSK Associates	730.00	56,042
56043	07/21/2014	C.RECOIN	C. A. Reding Company, Inc	101.60	56,043
56044	07/21/2014	CAVESKEN	Caves & Associates	511.88	56,044
56045	07/21/2014	CHEVUSIN	Chevron & Texaco Card Svc	727.31	56,045
56046	07/21/2014	CITYOFAV	City of Avenal	3,034.41	56,046
56047	07/21/2014	CITYOFCO	City of Corcoran	114.29	56,047
56048	07/21/2014	CORCOPETTY	Corcoran City Petty Cash	381.29	56,048
56049	07/21/2014	CORCHARD	Corcoran Hardware	1,844.38	56,049
56050	07/21/2014	CORCOHEA	Corcoran Heating & Air	17,000.00	56,050
56051	07/21/2014	CORCPUCO	Corcoran Publishing Company	610.00	56,051
56052	07/21/2014	CORCRADI	Corcoran Radiator & Muffler	226.20	56,052
56053	07/21/2014	CREABUSA	Creative Bus Sales, Inc	444.50	56,053
56054	07/21/2014	CRUSHMOT	Crusha Motor & Electric	927.47	56,054
56055	07/21/2014	CSJV	CSJVRMA	213,641.00	56,055
56056	07/21/2014	CSUFFOUN	CSUF Foundation	750.00	56,056
56057	07/21/2014	CWEA	CWEA	286.00	56,057
56058	07/21/2014	DATATICK	Data Ticket Inc	200.00	56,058
56059	07/21/2014	DELLMAL.	Dell Marketing L.P.	2,459.49	56,059
56060	07/21/2014	DEPTINDU	Dept of Industrial Relations	292.50	56,060
56061	07/21/2014	DEPAOFJU	Dept of Justice	271.00	56,061
56062	07/21/2014	DEPTOFTO	Dept of Toxic Substances Control	75.00	56,062
56063	07/21/2014	DIVISIST	Division of State Architect	122.40	56,063
56064	07/21/2014	EWINIRPR	Ewing Irrigation Products, Inc	113.01	56,064
56065	07/21/2014	FARLLAFI	Farley Law Firm	14,921.81	56,065
56066	07/21/2014	FARMLUCO	Farmers Lumber Co	921.13	56,066
56067	07/21/2014	FEDERICO	Federico Consulting Inc	9,223.20	56,067
56068	07/21/2014	FELDCOMM	Felder Communications	779.50	56,068
56069	07/21/2014	FERGUENT	Ferguson Enterprises, Inc	5,527.96	56,069
56070	07/21/2014	GARTONTR	Garton Tractor Inc	34.18	56,070
56071	07/21/2014	GUARDTHE	Guardian Life Insurance	5,891.99	56,071
56072	07/21/2014	HIGHDESE	High Desert Wireless Broadband	7,207.50	56,072
56073	07/21/2014	HOMEDEPO	Home Depot Credit Services	135.45	56,073
56074	07/21/2014	IMAGERAD	Images/RadioShack Dealer	67.62	56,074
56075	07/21/2014	JORG&CO	Jorgensen & Company	320.52	56,075
56076	07/21/2014	KINGSCOF	Kings County Dept of Finance	660.56	56,076
56077	07/21/2014	KINGCOEN	Kings County Environmental	965.00	56,077
56078	07/21/2014	KCOISVDE	Kings County Information Svc	463.42	56,078
56079	07/21/2014	KICOPLAG	Kings County Planning Agency	6,061.75	56,079
56080	07/21/2014	KINGCRSE	Kings Credit Service	126.31	56,080
56081	07/21/2014	KINGSREH	Kings Rehabilitation Center	7,193.00	56,081

Check	Date	Vendor No	Vendor Name	Amount	Voucher
56082	07/21/2014	KWRA	Kings Waste & Recycling	6,363.39	56,082
56083	07/21/2014	LOWES	Lowe's	299.93	56,083
56084	07/21/2014	MENESES	Miguel Meneses	320.00	56,084
56085	07/21/2014	NOLANROB	Robert Nolan	75.00	56,085
56086	07/21/2014	NORTGRUM	Northrop Grumman Systems Corp	1,758.85	56,086
56087	07/21/2014	OFFIDEPO	Office Depot	2,270.57	56,087
56088	07/21/2014	PG&E	PG&E	170,391.02	56,088
56089	07/21/2014	PIBOCRCO	Pitney Bowes Inc	134.91	56,089
56090	07/21/2014	PIZZFACT	Pizza Factory	94.60	56,090
56091	07/21/2014	PLACEWORKS	Placeworks	32,539.45	56,091
56092	07/21/2014	PRICEPAI	Price, Paige & Company	8,050.00	56,092
56093	07/21/2014	PROCLEAN	Proclean Supply	938.21	56,093
56094	07/21/2014	PROFOLAW	ProForce Law Enforcement	556.25	56,094
56095	07/21/2014	PRUDOVSU	Prudential Overall Supply	643.45	56,095
56096	07/21/2014	QUADKNIN	Quad Knopf, Inc.	36,939.04	56,096
56097	07/21/2014	QUALPOSE	Quality Pool Service	6,870.24	56,097
56098	07/21/2014	RESCOM	Res-Com	429.00	56,098
56099	07/21/2014	RICHCHEV	Richard's Chevrolet	390.74	56,099
56100	07/21/2014	SRSPEC	S & R Specialty Equipment	363.37	56,100
56101	07/21/2014	SAWROSP	Sawtelle & Rosprim Industrial	5,298.12	56,101
56102	07/21/2014	SAWTROMA	Sawtelle Rosprim Machine Shop	608.26	56,102
56103	07/21/2014	SHELLFLE	Shell Fleet Plus	10,956.93	56,103
56104	07/21/2014	STEAMCLE	Steam Cleaners Inc	29.38	56,104
56105	07/21/2014	TFTI&SE	TF Tire & Service	1,098.42	56,105
56106	07/21/2014	THEGACO	The Gas Company	313.99	56,106
56107	07/21/2014	THEPRINT	The Printer	365.46	56,107
56108	07/21/2014	TUELSVIN	Turnupseed Electric Svc Inc	2,864.50	56,108
56109	07/21/2014	UNIVARUS	Univar USA Inc	12,255.06	56,109
56110	07/21/2014	UnWirBro	unWired Broadband	298.95	56,110
56111	07/21/2014	USBANKEQ	US Bank Equipment Finance	156.14	56,111
56112	07/21/2014	USABLBO	USA Blue Book	367.45	56,112
56113	07/21/2014	VERICALI	Verizon California	2,755.55	56,113
56114	07/21/2014	VERIWIRE	Verizon Wireless	252.00	56,114
56115	07/21/2014	WILLTIFO	Will Tiesiera Ford-Mercury	1,667.57	56,115
56116	07/21/2014	WRIGELEC	Wright's Electric	209.00	56,116
56117	07/21/2014	XybixSys	Xybix Systems, Inc.	1,623.09	56,117
				<hr/> <hr/>	
				Check Total:	631,139.75
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: snunez
Printed: 7/29/2014 - 2:52 PM
Batch: 00502.07.2014 - Manual Check 07/21/14



Check	Date	Vendor No	Vendor Name	Amount	Voucher
55890	07/10/2014	CALPERS	CalPERS	1.89	0
55891	07/10/2014	TULETRCO	Tule Trash Company	97,979.67	0
				<hr/> <hr/>	
Check Total:				97,981.56	
				<hr/> <hr/>	

Accounts Payable

Blanket Voucher Approval Document



User: tsherwood
Printed: 07/31/2014 - 10:25AM
Warrant Request Date: 07/21/2014
DAC Fund:

Batch: 00505.07.2014

Line	Claimant	Voucher No.	Amount
1	ASI Administrative Solutions, Inc	000056138	71.00
2	Board of Equalization	000056139	1.44
3	Corcoran Chamber of Commerce	000056140	12,240.00
4	Dept of Transportation	000056141	71.38
5	Farmers Lumber Co	000056142	179.99
6	Hanford Sentinel, Inc	000056143	28.02
7	Kings County Sheriff's Office	000056145	6,678.60
8	Kings County Assn of Govn't	000056144	4,057.00
9	Liebert Cassidy Whitmore	000056146	1,387.00
10	Quad Knopf, Inc.	000056147	243.00
11	Recreation Association of Corcoran	000056148	6,340.18
12	Self Help Enterprises	000056149	761.00
			<hr/>
Page Total:			\$32,058.61
			<hr/>
Grand Total:			\$32,058.61

Accounts Payable

Blanket Voucher Approval Document



User: tsherwood
Printed: 07/31/2014 - 11:09AM
Warrant Request Date: 08/04/2014
DAC Fund:

Batch: 00504.07.2014

Line	Claimant	Voucher No.	Amount
1	Agee Construction Company	000056199	94,510.89
2	Allied Insurance	000056200	899.00
3	Amtrak	000056202	1,625.00
4	Amtrak	000056203	1,300.00
5	Amtrak	000056201	2,052.50
6	ASI Administrative Solutions, Inc	000056204	66.00
7	Auto Zone, Inc.	000056205	436.34
8	California Industrial Rubber	000056206	3.82
9	CDPH-OCP	000056207	65.00
10	CDW-Government, Inc	000056208	2,274.24
11	Chavez, Matt	000056209	58.00
12	Comcast	000056210	387.54
13	Commercial Radiator Works Inc	000056211	310.00
14	Corcoran Publishing Company	000056212	792.00
15	Creative Forms & Concepts	000056213	605.26
16	CUSD	000056214	9,203.36
17	DASH	000056215	196.40
18	De Lage Landen	000056216	551.17
19	Dell Marketing L.P.	000056217	3,870.06
20	Dept of Toxic Substances Control	000056218	1,406.00
21	Faulkner, Joseph	000056219	58.00
22	Ferguson Enterprises, Inc	000056220	1,255.85
23	Fitz, Tom	000056222	3,700.00
24	Fitz, Tom	000056221	500.00
25	Frazee Paint Industries Inc	000056223	177.32
26	Guerrero, Jesus	000056224	58.00
27	Hanford Veterinary Hospital	000056225	266.99
28	Kern Turf Supply, Inc	000056226	16.46
29	Kings County Treasurer	000056228	1,823.52
30	Kings County, Dept of Public Health	000056227	700.00
31	Kroeker, Steve	000056229	165.86
32	Lang, Chris	000056230	600.00
33	Martinez, Noe	000056231	120.00
34	Mata, Juan	000056232	58.00
35	Millers Rentaland, Inc	000056233	88.00
36	PG&E	000056234	5,772.78
37	Quad Knopf, Inc.	000056235	177.84
38	Quality Pool Service	000056236	2,431.90
39	Robinson's Sheet Metal	000056237	255.31
40	Sawtelle Rosprim Machine Shop	000056238	35.00
41	The Gas Company	000056239	301.54
42	The Printer	000056240	982.76
43	Turnupseed Electric Svc Inc	000056242	379.86
44	Tulare County Jail, Industries Engraving Program	000056241	1,566.00
45	Underground Service Alert	000056243	350.64
46	Univar USA Inc	000056244	4,286.54

Page Total: \$146,740.75

Line	Claimant	Voucher No.	Amount
47	unWired Broadband	000056245	199.95
48	Verizon California	000056246	499.44
49	Wright's Electric	000056247	335.06
		Page Total:	\$1,034.45
		Grand Total:	\$147,775.20

Accounts Payable

Check Register Totals Only



User: snunez
Printed: 7/29/2014 - 5:59 PM
Batch: 00505.07.2014 - Manual Checks 7/29/2014

Check	Date	Vendor No	Vendor Name	Amount	Voucher
55911	07/18/2014	AMTR	Amtrak	1,625.00	0
56136	07/29/2014	BEAVEBEN	Benjamin Beavers	398.22	0
56137	07/29/2014	CALPERS	CalPERS	37,765.33	0
				<hr/> <hr/>	
Check Total:				39,788.55	
				<hr/> <hr/>	

**STAFF REPORT
ITEM #: 7-A**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: July 30, 2014

MEETING DATE: August 4, 2014

SUBJECT: Consider approval of easement for transmission facilities and road access encroachment as requested by EDF Renewable Development, Inc. corresponding to the City solar project on APN 034-012-002.

Recommendation: (Voice Vote)

Consider request from EDF Renewable Development, Inc. for an easement associated with the City solar project.

Discussion:

The request by EDF Renewable Development, Inc. for an easement was previously discussed at the July 7, 2014 council meeting. As directed by the Council, the agreement was revised to grant the easement for the duration of the life of the project or term of the lease. The City solar project located on Niles Ave. and the easement will be approximately 750 square feet and will be used for transmission facilities by PG&E and for access to the site.

EDF Renewable Development, Inc. has indicated that an easement granted for a specified time period instead of a permanent easement is preferred to move the project forward.

Budget Impact:

None.

Attachments:

- Letter from PG&E to Kings County Public Works Director, Kevin McAllister.
- Revised easement agreement including changes requested by Council at July 7, 2014 meeting.



*Pacific Gas and
Electric Company*

Fresno Division
705 P Street, Third Floor
Fresno, CA 93760-0001

August 19, 2013

Mr. Kevin McAllister
County of Kings Public Works Director
Kings County Public Works Department
1400 W. Lacey Blvd
Hanford, CA 93230

Re: City of Corcoran and CID Solar Projects

Mr. Kevin McAllister:

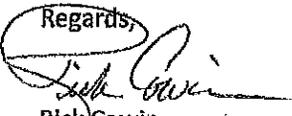
Thank you for your recent request for clarification on the installation and ownership of the new Generation Tie Lines (Gen-Tie Lines) for the Corcoran Solar Projects (CID Solar, LLC Solar Project and City of Corcoran Solar Project). Yes, you are correct that PG&E will ultimately own and operate the Gen-Tie Lines. The Small Generator Interconnection Agreements (SGIA) for the two projects (CID< 0095-WD, City 0094-WD), Attachment 3, states the following:

"The IC (interconnection customer) will secure land rights acceptable to PG&E and will design and construct the Gen-Tie feeders per PG&E GO 95 standards. Once constructed, the IC will deed the Gen-Tie feeders over to PG&E, after which PG&E will be responsible for the ongoing operation and maintenance at the IC's cost. The IC proposes that the two feeders, approximately 2.5 miles long each, will use PG&E's existing Right-of Way (ROW) where possible and acceptable to PG&E as determined during the engineering phase. Gen-Ties will be built using PG&E's standards under these conditions"

Ownership transfer would occur after each Gen-Tie Line has been inspected and accepted by PG&E and normally occurs prior to commercial operation. After transfer of ownership, PG&E will operate and maintain the Gen-Tie Lines as provided for in the SGIA.

Please feel free to contact me should you have any questions.

Regards,


Rick Cowin
Project Manager
559-263-5513

Cc: Amlty Balbutin-Burnham
Project Development Manager
EDF Renewable Energy
4000 Executive Parkway, Suite 100
San Ramon, CA 94583

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

EDF Renewable Development, Inc.
Attn: Land & Title Administration
15445 Innovation Drive
San Diego, CA 92128

APN: 034-012-002

Space above for Recorder's Use Only

**TRANSMISSION FACILITIES AND ROAD ACCESS EASEMENT
AGREEMENT**

This Transmission Facilities and Road Access Easement Agreement (this "**Agreement**") is made and entered into as of _____, 2014 (the "Effective Date") by and among CITY OF CORCORAN, hereinafter called Grantor, in consideration of value paid by EDF RENEWABLE DEVELOPMENT, INC., a Delaware corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee for the duration specified below in Section 5 the right to erect, construct, reconstruct, replace, remove, maintain, and use a line of poles with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for necessary and incidental communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables; and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts and risers; underground and aboveground switches, fuses, terminals, and fixtures and appurtenances necessary to any and all thereof (collectively, "**Transmission Facilities**"), together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situated in the County of Kings, State of California, and is described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"). This conveyance is intended to be in effect solely during the entire duration of the solar power project which the grantee is now preparing to undertake on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across the Property lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the Property which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing the Property;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any poles constructed hereunder with any other lesser number or type of poles either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

2. Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on the Property; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

(d) at all times during which Grantee is conducting any activities on the Property, and at all times during the term of this Agreement, Grantee shall, at its own cost and expense, obtain and maintain in effect (1) Commercial General Liability insurance, including bodily injury and property damage coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and (2) Umbrella Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate and naming Grantor as an additional insured. Grantee shall upon reasonable written request provide to Grantor a certificate evidencing such coverage. In the event Grantee is a regulated utility, any or all insurance required by Grantee by this provision may be provided by self-insurance or through a program of self-insurance

3. **PAYMENTS TO OWNER.** As consideration for the Easements and all other rights granted to Grantee pursuant to this Agreement, the parties shall enter into a separate unrecorded agreement ("**Letter Agreement**").

4. **RESERVATION.** Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

5. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee a non-exclusive fifteen foot (15') wide easement together with any other easement rights granted hereunder, (the "**Easement**") for the purposes set forth in Sections 2 and 5 of this Agreement, on, over, under, across and through the portion of the Property as more particularly described on Exhibit "B" and depicted on Exhibit "C" (the "**Easement Area**"). The Easement and other rights granted by Grantor in this Agreement are independent of any lands or estates or interest in lands but shall expire upon the earlier of either forty (40) years after the Effective Date or six (6) months after the cessation of the solar power project which the grantee is now preparing to undertake on the Property.

6. **PURPOSE.** Grantee and its agents, invitees, successors and assigns may use the Easement: (a) for vehicular and pedestrian access, ingress and egress by Grantee and Grantee's affiliates and their respective agents, contractors, employees and invitees, (b) for the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of roads and related improvements, (collectively, "**Road Improvements**"), (c) for the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of the Transmission Facilities, whether or not such energy is generated by Grantee or affiliates of Grantee; and (d) for ingress and egress to and from the Transmission Facilities located or to be located on the Property Easement Area or on adjacent property by means of from the nearest existing public roads, right of ways and lanes on the Property or, if none exist, by such other route or routes as Grantee may construct from time to time with the prior written consent of

Grantor. No act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Grantor. Nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed. Use of or improvement to any portion of the Property Easement Area by Grantee or its successors or assigns pursuant to this Agreement shall not, separately or in the aggregate, constitute an overburdening of the Easement.

7. GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents and covenants to Grantee:

a. Authority. Grantor owns the Property in fee simple, subject to no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral or oil and gas rights, or other exceptions to Grantor's fee title ownership of the Property except as disclosed in writing to Grantee prior to execution of this Agreement. Grantor shall cooperate with Grantee to obtain non-disturbance, subordination and other agreements from any person with a lien, encumbrance or other exception to fee title to the Property to the extent necessary to eliminate any interference with any rights granted to Grantee under this Agreement. Each person signing this Agreement on behalf of Grantor is authorized to do so, and all persons having any ownership or possessory interest in the Property (including spouses) are signing this Agreement as Grantor.

b. No Interference. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Road Improvements, whether located on the Property or elsewhere; or (ii) exercise of Grantee's rights of access pursuant to this Agreement. Grantee shall have the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said Easement Area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the Road Improvements, or as Grantee deems necessary to comply with applicable state or federal regulations.

c. Requirements of Government Agencies. Grantor shall assist and fully cooperate with Grantee in complying with or obtaining any land use permits or approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact review or any other approvals required or deemed desirable by Grantee in connection with the development, replacement, maintenance, operation, removal or financing of the Road Improvements and(or) the communication facilities. Without limiting the generality of the foregoing, Grantor in its capacity as a landowner shall not oppose in any way any application by Grantee for any permit approval or entitlement at any administrative, judicial, legislative or other level. Notwithstanding any other provision in this Agreement to the contrary, Grantor in its capacity as a municipality, does not waive any of its official authority, powers or status and does not waive

Grantee's compliance with any and all applicable ordinances or other local requirements generally applicable to member of the public at large.

8. **ASSIGNMENT.** Grantee may freely grant, apportion or assign all or any portion of its interests under this Agreement, including granting licenses, easements, sub-easements, or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer any Transmission Facilities that it may install on the Property, without obtaining the consent of Grantor. In the event of an assignment of Grantee's entire interest in this Agreement, Grantee (including a successor Grantee by assignment) shall be released of all further liability under this Agreement. If Grantee shall have assigned an interest or granted a sub-easement with respect to all or a portion of the Property, no such assignment or sub-easement shall be affected by a cancellation or termination of this Agreement, and Grantor shall recognize the rights of the assignee or holder of the sub-easement hereunder, provided only that such assignee or sub-easement holder attorn to Grantor upon its request. Grantor shall enter into a nondisturbance and attornment agreement, in form and substance reasonably acceptable to Grantee, upon the request of the assignee or grantee of a license or easement or sub-easement granted by Grantee hereunder.

9. **COOPERATION.** Grantor shall fully support and cooperate with Grantee in every reasonable way, with no out-of-pocket expense to Grantor, in the conduct of its operations and the exercise of its rights under this Agreement, and Lessor shall perform all such acts (including executing and delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Grantee) as Grantee may reasonably specify to fully effectuate each and all of the purposes and intent of the Agreement. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Grantee, Grantor shall: (i) enter into any reasonable amendment hereto to correct an error in this Agreement or amend the legal description attached hereto, including replacing said legal description with a revised description prepared or provided by Grantee's surveyor or title company (ii) execute and deliver to Grantee any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; and (iii) enter into any reasonable consent and subordination and nondisturbance agreement with any Lender, as defined in Section 6(a), stating that Grantor shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default under this Agreement, and stating such other things as such Lender may reasonably request.

10. DEFAULT AND TERMINATION.

a. **Grantee Right to Terminate.** Grantee shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Grantor. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

b. No Grantor Right to Terminate. It is expressly agreed that no breach of this Agreement shall entitle Grantor to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which Grantor may have hereunder by reason of any breach of this Agreement.

c. Effect of Termination. Upon termination of this Agreement by Grantee, whether as to the entire Property or only as to part, Grantee shall (a) upon written request by Grantor, execute and record a quitclaim deed to Grantor of all of Grantee's right, title and interest in and to the Property, or to that part thereof as to which the Agreement has been terminated, and (b) as soon as practicable thereafter remove Transmission Facilities installed by Grantee on the Property from the Property or portion as to which the Agreement was terminated and restore the soil surface to a condition reasonably similar to its original condition (provided that Grantee shall only be required to remove underground facilities to a depth of thirty-six (36') inches below the surface of the ground).

11. MISCELLANEOUS.

a. Notices. All notices or other communications required or permitted by this Agreement including payments to Grantor, shall be in writing and shall be deemed given when personally delivered to Grantor, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Grantor: CITY OF CORCORAN
832 Whitley Avenue
Corcoran, CA 93212

If to Grantee: EDF RENEWABLE DEVELOPMENT, INC.,
15445 Innovation Drive
San Diego, CA 92128
Attn: Land and Title Administration
Telephone: (858) 521-3300
Facsimile: (858) 521-3333

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

b. Entire Agreement; Amendments. Other than the Letter Agreement, this Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter. This Agreement shall not be modified or amended except in a writing signed by both parties.

c. Successors and Assigns. This Agreement and the easements granted to Grantee hereunder shall burden the Property and shall run with the Property and be binding upon Grantor and Grantee and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

d. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

e. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the holding.

f. Ownership of Transmission Facilities or Road Improvements. Grantor shall have no ownership or other interest in any Transmission Facilities or in the Road Improvements installed on the Property, and Grantee may remove any or all of the Road Improvements and(or) the Transmission Facilities at any time.

g. Condemnation. Should title to or possession of all of the Property be taken in condemnation proceedings or by inverse condemnation by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Grantee's use (as determined by Grantee), then this Agreement shall terminate upon such vesting of title or taking of possession. Grantor shall be entitled to all portions of the award, except for any portion of the award that is attributable to the following, which shall be paid to Grantee: (i) any removal and relocation costs of the Road Improvements and (or) the communication facilities, (ii) any loss of or damage to any Transmission Facilities, (iii) the loss of use of the Property Easement Area (including, without limitation, loss of access across the Property) by Grantee, and (iv) Grantee's lost profits. Grantee shall have the right to participate in any settlement proceedings, and Grantor shall not enter into any binding settlement agreement without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

h. Force Majeure - Delays. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by Grantee under this Agreement is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause, event or circumstance not the fault of Grantee, then Grantee, upon giving notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

i. Estoppel Certificates. Each Party agrees that it shall, at any time and from time to time during the term of this Agreement and within (10) days after a written request by the other Party, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any

other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably provide. Should either Party fail to timely execute and deliver the consent or estoppel, then the Party seeking such consent or estoppel and/or Lender may rely on the contents thereof and the estoppel certificate and/or consent shall be conclusively binding.

j. No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination of any easement, except upon recordation by Grantee of a quitclaim deed or release specifically conveying such easement back to Grantor.

k. Confidentiality. Grantor shall maintain in the strictest confidence (i) the terms of (including the amounts payable under) this Agreement (ii) any information regarding Grantee's operations and (iii) any other information that is proprietary or that Grantee requests be held confidential, in each such case whether disclosed by Grantee or discovered by Grantor ("**Confidential Information**"). Excluded from the foregoing is any such information that is in the public domain by reason of prior publication through no act or omission of Grantor. Grantee understands that Grantor is a municipal corporation and public entity subject to various open government laws including but not limited to the California Public Records Act, Brown Act and others and, notwithstanding any other provision of in this Agreement, shall be entitled to comply with all applicable laws pertaining to open government. Grantee further agrees that if it shall provide to Grantor any document that is exempt from disclosure under any open government laws, Grantee shall provide a coversheet clearly labeling such document as "**Confidential Information**" and cite to the applicable exemption. Grantor shall notify Grantee of any request for such Confidential Information.

l. Covenants Running with the Land. Grantor and Grantee hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the parties, their respective heirs, administrators, executors, successors and assigns as holders of an estate or interest in the Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns.

m. Crossing Agreements. Grantor and Grantee hereby agree that should any unrelated third party (i.e., any person or entity other than any Grantee or any Grantee affiliate, successor or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the

Easement Area (any such document is referred to herein as a "**Crossing Agreement**"), then Grantor shall not enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of Grantee, and Grantee may withhold its consent to such Crossing Agreement in its sole and absolute discretion. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that the Easement granted to Grantee hereunder includes, without limitation, the right to cross over, under and onto the Easement Area, as described in Sections 1 and 4 above, and therefore no separate Crossing Agreement or consent or approval of Grantor or Grantee is required for Grantee or its affiliates, successors or assigns, or their respective agents, contractors, employees or invitees include to exercise such rights under this Agreement. Furthermore, Grantor and Grantee acknowledge and agree that Grantee may grant crossing rights or encroachment rights to any third party in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area without obtaining Grantor's prior written consent, provided that such third party crossing or encroachment rights are necessary for the provision of electrical energy to the Property.

n. Statutory Possessory Interest Disclosure. Grantor is a public entity exempt from taxation of its property interests. However, pursuant to Revenue and Taxation Code section 107.6, Grantee's possessory interest in this Agreement or the Easement Area may be subject to property taxation, and Grantee may be subject to the payment of property taxes levied on such interest. Any and all real, personal, property or other taxes and assessments levied or assessed against the Easement Area by any governmental entity, including any special assessments imposed on or against the Easement Area for construction or improvements in, on or above the Easement Area, shall be paid by Grantee before they become due. Grantee must pay, prior to delinquency, such possessory interest tax, any personal property taxes related to Grantee's personal property, fixtures and equipment located on or within the Easement Area, and all other taxes, fees and assessments levied against the Easement Area for the term of this Agreement.

o. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

12. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR: CITY OF CORCORAN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GRANTEE: EDF RENEWABLE DEVELOPMENT, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Area 4
Fresno Land Service Office
Operating Department: Electric Transmission
USGS location: MDB&M, T.21S., R.22E., Section 2, NORTH HALF OF THE NE ¼

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM SUCH INTEREST OVER THE NORTH 30 FEET AND OVER THE WEST 30 FEET OF SAID PROPERTY, AS GRANTED TO THE COUNTY OF KINGS, BY DEEDS RECORDED IN BOOK 1 AT PAGES 150 AND 459 OF RIGHTS OF WAY.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER AS SAVED AND EXCEPTED IN DEED DATED JULY 10, 1942, EXECUTED BY CAPITAL COMPANY, A CORPORATION, TO REIN HAKKER AND DIRKJE HAKKER, HIS WIFE, AS JOINT TENANTS, AND RECORDED FEBRUARY 26, 1943 IN BOOK 286 AT PAGE 49 OF OFFICIAL RECORDS, AS DOCUMENT NO. 1281.

SUBSEQUENT TO THE RESERVATION CONTAINED IN THE ABOVE MENTIONED DEED, THE FOLLOWING DEEDS CONVEYING OR RESERVING CERTAIN MINERALS COVERING THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2, APPEAR OF RECORD.

(A) BY QUITCLAIM DEED DATED AUGUST 10, 1944 AND RECORDED AUGUST 15, 1944 IN BOOK 311 AT PAGE 394 OF OFFICIAL RECORDS, AS DOCUMENT NO. 4869, CAPITAL COMPANY, A CORPORATION, QUITCLAIMED ALL OIL, GAS AND/OR MINERALS LYING IN AND UNDER THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2, TO REIN HAKKER AND DIRKJE HAKKER, HIS WIFE.

(B) BY DEED DATED AUGUST 1, 1949 AND RECORDED DECEMBER 9, 1949 IN BOOK 442 AT PAGE 354 OF OFFICIAL RECORDS, AS DOCUMENT NO. 8894, REIN HAKKER AND DIRKJE HAKKER, HUSBAND AND WIFE, CONVEYED TO CLARENCE L. BROOME, AS JOINT TENANTS, NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2, SAVING AND EXCEPTING AND RESERVING UNTO PARTIES OF THE FIRST PART, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS FROM THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2, AN UNDIVIDED ½ INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATED THEREIN OR THEREUNDER.

(C) BY DEED DATED NOVEMBER 13, 1959 AND RECORDED DECEMBER 2, 1959 IN BOOK 748 AT PAGE 888 OF OFFICIAL RECORDS, AS DOCUMENT NO. 13526, LUCILLE B. BROOME CONVEYED TO TERMINAL PROPERTIES INC., A CORPORATION, THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS RIGHTS IN, ON, UNDER THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2.

ALSO EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS AND MINERALS RIGHTS IN, ON OR UNDER THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2, RESERVING UNTO GRANTOR HEREIN, AN UNDIVIDED 1/4 INTEREST IN AND TO ALL OIL, GAS AND MINERAL RIGHTS IN, ON OR UNDER THE SOUTH HALF OF THE NORTH HALF OF NORTHEAST QUARTER OF SAID SECTION 2.

APN: 034-012-002, Legal description obtained from Fidelity Title Preliminary Report Order # 997-23043608-PP2, dated February 26th, 2014.

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT AREA

KINGS COUNTY, CALIFORNIA
SECTION 2, T.21S., R.22E., M.D.B.&M.

A STRIP OF LAND, 15 FEET IN WIDTH, ACROSS A PORTION OF SECTION 2 TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, LYING ENTIRELY WITHIN ASSESSORS PARCEL NO. 034-012-002, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S 00°39'23" W, ON AND ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1272.79 FEET; THENCE LEAVING SAID EAST LINE, N 89°20'37" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF 5TH AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N 89°20'37" W, A DISTANCE OF 50.00 FEET TO THE TERMINUS OF THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT SAID WESTERLY RIGHT OF WAY OF 5TH AVENUE.

CONTAINING 750 SQUARE FEET (0.017 ACRES), MORE OR LESS.



5-1-14

EXHIBIT "B"
 CITY OF CORCORAN PROPERTY
 APN: 034-012-002
 SECTION 2, T.21S., R.22E., M.D.B.&M.



DATE: 04/03/14

DRAWN BY: DL

JOB NO.: 85-069

P.O. BOX 61626 BAKERSFIELD, CA 93316
 PHONE: (661) 393-1217 FAX: (661) 393-1218

EXHIBIT "C"
 DEPICTION OF EASEMENT AREA

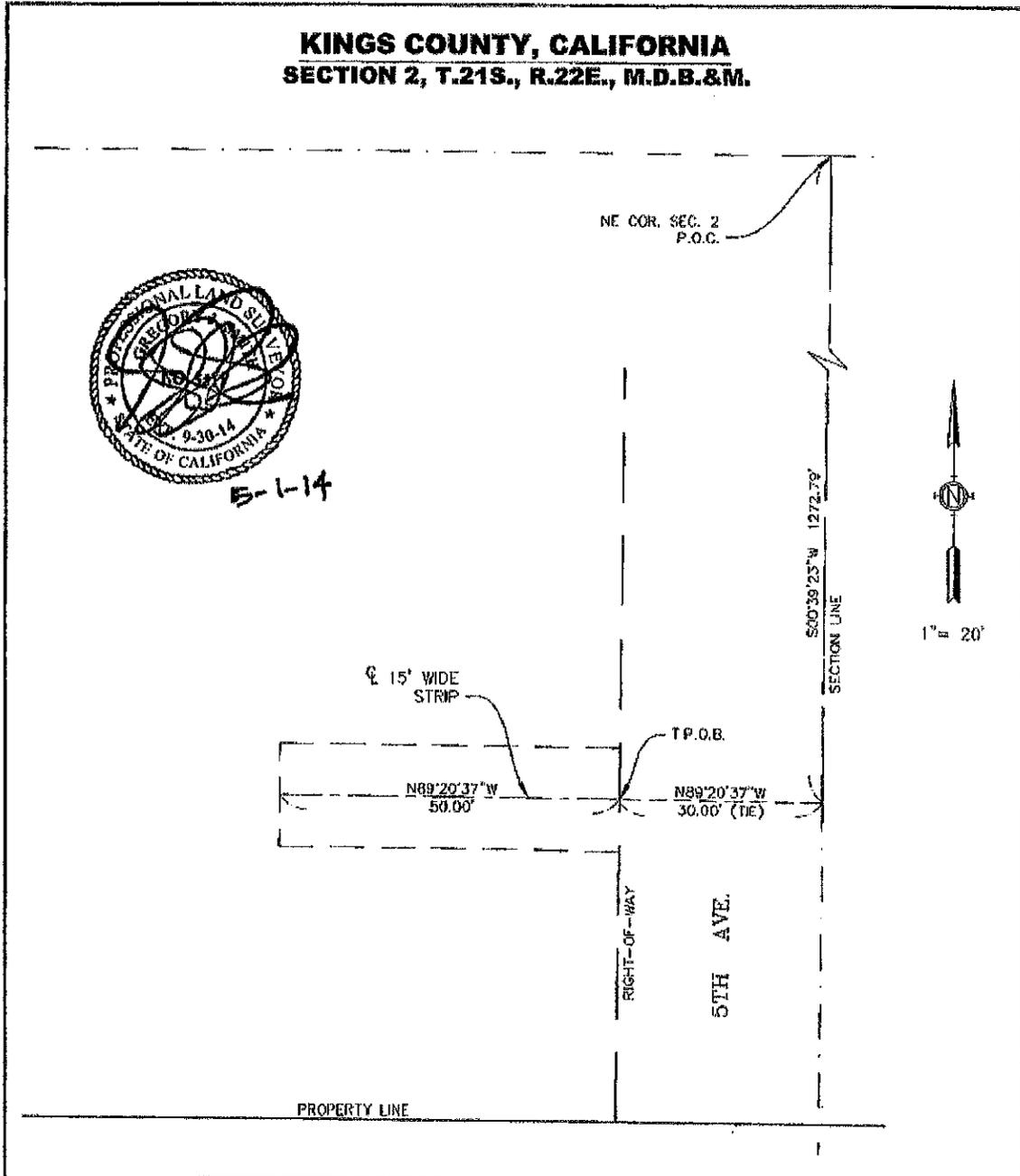


EXHIBIT "C"
 CITY OF CORCORAN PROPERTY
 APN: 034-012-002
 SECTION 2, T.21S., R.22E., M.D.B.&M.

PREPARED BY:
SMITHCO
 SURVEYING & ENGINEERING

DATE: 04/03/14	DRAWN BY: DL	JOB NO.: 85-069
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P.O. BOX 81625 BAKERSFIELD, CA 93300
 PHONE (661) 342-1217 FAX (661) 343-1218

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM #: 7-B**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: July 30, 2014

MEETING DATE: August 4, 2014

SUBJECT: Consider approval of part-time clerical support classification.

Recommendation:

Motion to approve Part-Time Clerical Support classification and corresponding job description.

Discussion:

The creation of this classification will allow the City to hire part-time employees to assist with ongoing clerical responsibilities and/or to serve as clerical support on special projects. Part-time clerical support will be temporary positions and will work 25 hours or less per week.

Part-time clerical support will be compensated \$9 to \$12 per hour depending on qualifications and the nature of the task/project.

Budget Impact:

Part-time clerical support will be paid out of the budgeted personnel costs for a department.

Attachment:

Part-time clerical support job description.



PART-TIME CLERICAL SUPPORT

Department:	Various	FLSA Status:	Non-Exempt
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GENERAL PURPOSE: Under general supervision, performs a variety of clerical work, assisting an administrator and other City staff in the performance of administrative and clerical duties. Performs related responsibilities as required.

TYPICAL DUTIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Performs a variety of routine administrative and clerical processes which require a general knowledge and understanding of department policies and procedures.
- Acts as receptionist by screening calls and visitors, taking messages, and referring inquiries as appropriate.
- Types and follows-up on correspondence, reports, memoranda and other written materials.
- Resolves customer inquiries by performing minor file and/or computer searches.
- Files and maintains various records and files.
- Assists with City and/or department projects, reports, and routine office work.
- Performs other duties of similar nature as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and ability in qualifying.

Required Knowledge of:

- English usage, grammar, spelling and punctuation.
- Modern office methods and procedures including word processing applications.

Required Skill in:

- Public contact and customer service.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.
- Subject to sitting for extended periods of time, standing, walking, bending, reaching and lifting of objects up to 25 pounds.

**STAFF REPORT
ITEM #7C**

MEMORANDUM

TO: City of Corcoran City Council

FROM: Steve Kroeker, City of Corcoran Public Works

DATE: **MEETING DATE:**

SUBJECT: Discuss water conservation and mandates adopted by the State Water Resources Board. (Kroeker)

Recommendation: N/A

Discussion:

On July 28, 2014 the attached regulatory action was taken in response to the current drought conditions in California. I am also including a copy of the frequently asked questions as provided on the State Water Resources Control Board's Web Site for your review. In addition to this information I have been asked to provide you with a comparison of the requirements of this action and the City' Code sections as they pertain to water conservation.

In reviewing the attached Regulations you will note the following elements that would certainly apply to the City of Corcoran.

The City of Corcoran is an Urban Water Supplier serving over 3,000 water connections. Because of this the following requirements would apply to the City of Corcoran's Water System.

1. The City will be required to implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.
 - a. As an alternative the City of Corcoran may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of Chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction

with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by persons it serves to no more than two days per week.

2. If the City of Corcoran did not have an emergency water shortage contingency plan or if the City of Corcoran's plan was found to not meet the requirements of the Department of Water Resources then the City would be given 30 days to limit outdoor irrigation of ornamental landscapes or turf with potable water by persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons served relative to the amount consumed in 2013.
3. By the 15th of each month the City will be required to prepare and submit to the State Water Resources Control Board a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the City produced in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013.
4. Beginning October 15, 2014 this monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, the City shall state the number of persons we serve.

You or others might want to review these web sites for water conservation information.

<http://www.saveourh2o.org/>

<http://saveourwater.com/>

Budget Impact:

There will be several budget impact as a result of implementing these requirements. There will of course be the cost of enforcement, there could be some revenue from the collection of fines if levied, and in respect to the metered customers there will be some reduction in revenue due to the reduction in water consumed.

City of Corcoran Code 8-1-4: Water Waste.

It shall be unlawful for any person to, in any manner, wastewater supplied by the City. If the City Manager determines a water user receiving water from the City domestic water system is permitting water to be wasted, the City Manager may require the property owner and / or water user, at their own expense, to install a water meter and backflow prevention device upon the premises occupied by the water user and thereafter charge the property for water service at the rate established. The following uses of water are defined as a waste of water and are thereby prohibited.

- A, Irrigation: The use of domestic water which allows water to run off the premises or onto other areas of the premises not requiring irrigation. Every water user is deemed to have his / her water distribution lines and facilities under control at all times and know the manner and extent of his / her water use and excess runoff.
- B, Leaks: Excessive use, loss or escape of water through breaks, leaks or malfunctions in the water user's plumbing or distribution facilities for any period of time after such escaped water should reasonably have been discovered and corrected. It shall be presumed that a period of forty eight (48) hours after discovery is a reasonable time within which to correct such leak or break.

Government Code Sections 11346.1 and 11349.6 SWRCB Emergency Regulations

The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited and an infraction under these regulations.

City of Corcoran Code 8-1-5: Water Use, Water Conservation Stages.

Government Code Sections 11346.1 and 11349.6 SWRCB Emergency Regulations

Water Conservation Stage 1: Voluntary Compliance -Water Alert

There is no provisions included in this regulation for Voluntary Compliance

1. All outdoor irrigation is prohibited between the hours of ten o'clock (10:00) A.M. and six (6:00) P.M. from April 1 through September 30.
All outdoor irrigation is prohibited between the hours of ten o'clock (10:00) A.M. and two (2:00) P.M. from October 1 through March 31.

There are no restrictions on irrigation based on time of day included unless the urban water supplier does not have a water shortage contingency plan or if they're plan does not meet the requirements of this code. Then outdoor irrigation is limited to two days per week along with other measures intended to achieve a comparable reduction in water consumption by the person it serves relative to the amount consumed in 2013.

Irrigation of lawns, gardens, landscaped areas, plants, trees or other greenscape areas is permitted at any time if:

The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.

- a. A hand held hose equipped with a positive shut-off nozzle is used, or
- b. A drip irrigation system is used

No comment included in this regulation for either one of these provisions or the exemption allowed for Commercial nurseries, and public parks.

Exception: Commercial nurseries, and public parks are exempt from Stage 1 irrigation restrictions but will be requested to curtail all non essential water use.

- 2 The washing of automobiles, trucks, trailers, boats, airplanes and other types of vehicles, building exteriors, sidewalks, driveways, parking areas, courts, patios and other paved areas is permitted only when using a hand held hose equipped with a positive shut-off nozzle for quick rinses.

The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use is prohibited.

- 3 The operation of any ornamental fountain or other structure making similar use of water is prohibited unless the fountain uses a recycling system

The application of potable water to driveways and sidewalks is prohibited.

- 4 All restaurants are requested to serve water to customers only when specifically requested by customers.

The use of potable water in a fountain or other decorative water feature is prohibited except where the water is part of a recirculating system

Not addressed in these regulations at this time.

Water Conservation Stage 2: Mandatory Compliance -Water Warning

All elements of Water Conservation Stage 1 shall remain in effect in Water Conservation Stage 2 except that:

- 1 All outdoor irrigation shall occur between the hours of twelve o'clock (12:00) midnight to ten (10:00) A.M. and eight o'clock (8:00) P.M. to twelve o'clock midnight on designated days. Dwellings with even numbered street addresses shall water only on Monday, Wednesday and Friday, subject to the time restrictions set above. Dwellings or establishments with odd numbered street addresses shall water only on Tuesdays, Thursdays, and Saturdays, subject to the time restrictions set forth above. Anyone may water on Sundays subject to the time restrictions set forth above.

- 2 The washing of sidewalks, driveways, parking areas, courts, patios and other paved areas is absolutely prohibited.

The provisions set out are mandatory to the water users so this particular provision would be in agreement with the current regulations as written.

There are no restrictions on irrigation based on time of day included unless the urban water supplier does not have a water shortage contingency plan or if they're plan does not meet the requirements of this code. Then outdoor irrigation is limited to two days per week along with other measures intended to achieve a comparable reduction in water consumption by the person it serves relative to the amount consumed in 2013.

The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.

The application of potable water to driveways and sidewalks is prohibited.

Water Conservation Stage 3: Mandatory Compliance -Water Warming

All elements of Water Conservation Stage 1 + 2 shall remain in effect in Water Conservation Stage 3 except that:

1. All outdoor irrigation shall occur between the hours of twelve o'clock (12:00) midnight to seven (7:00) A.M. and eight o'clock (8:00) P.M. to twelve o'clock (12:00) midnight on designated days. Dwellings with even numbered street addresses shall water only on Monday, Wednesday and Friday, subject to the time restrictions set above. Dwellings or establishments with odd numbered street addresses shall water only on Tuesdays, Thursdays, and Saturdays, subject to the time restrictions set forth above. Anyone may water on Sundays subject to the time restrictions set forth above.

2. The washing of automobiles, trucks, trailers, boats, airplanes, and other vehicles not occurring upon the immediate premises of car washing and commercial service stations and not in the immediate interest of public health, safety and welfare shall be prohibited.

3. Use of water from fire hydrants shall be limited to fire fighting and / or other activities when necessary to maintain the health, safety and welfare of the customers of the domestic water service area of the City

4. Commercial nurseries and similar establishments shall water only on designated days and shall use only hand held hose, drip irrigation systems and hand held buckets.

2. The operations of any ornamental fountain or similar structure is prohibited.

The provisions set out are mandatory to the water users so this particular provision would be in agreement with the current regulations as written.

There are no restrictions on irrigation based on time of day included unless the urban water supplier does not have a water shortage contingency plan or if they're plan does not meet the requirements of this code. Then outdoor irrigation is limited to two days per week along with other measures intended to achieve a comparable reduction in water consumption by the person it serves relative to the amount consumed in 2013.

The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.

This regulation does not go this far in respect to this particular provision of the City's Code.

This regulation does not go this far in respect to this particular provision of the City's Code.

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This regulation does not go this far in respect to this particular provision of the City's Code.

City of Corcoran Code 8-1-7: Violations; Enforcement.

In accordance with section 836.5 of the Penal Code of the State of California, the City Manager, the Finance Director, and the Public Works Director, all of the City, are hereby authorized to make arrests without warrants and issue citations for the violation of this Chapter.

The regulation provides that the infraction citation may be issued by a peace officer or any employee or a local agency that is charged with the enforcing statutes, regulations, and ordinances pertaining to water use, if the local agency has adopted an ordinance empowering them to do so.

California Penal Code Section 836.5 Provides as follows;

- (a) A public officer or employee, when authorized by ordinance, may arrest a person without a warrant whenever the officer or employee has reasonable cause to believe that the person to be arrested has committed a misdemeanor in the presence of the officer or employee that is a violation of statute or ordinance that the officer or employee has the duty to enforce.
- (b) There shall be no civil liability on the part of, and no cause of action shall arise against, any public officer or employee acting pursuant to subdivision (a) and within the scope of his or her authority for false arrest or false imprisonment arising out of any arrest that is lawful or that the public officer or employee, at the time of the arrest, had reasonable cause to believe was lawful. No officer or employee shall be deemed an aggressor or lose his or her right to self defense by the use of reasonable force to effect the arrest, prevent escape, or overcome resistance.
- (c) In any case in which a person is arrested pursuant to subdivision (a) and the person arrested does not demand to be taken before a magistrate, the public officer or employee making the arrest shall prepare a written notice to appear and release the person on his or her promise to appear, as prescribed by Chapter 5C (commencing with Section 853.5). The provisions of that chapter shall thereafter apply with the reference to any proceeding based upon the issuance of a written notice to appear pursuant to this authority.

- (d) The governing body of a local agency, by ordinance, may authorize its officers and employees who have the duty to enforce a statute or ordinance to arrest persons for violations of the statute or ordinance as provided in subdivision (a).
- (f.) For purposes of this section, "ordinance" includes an order, rule or regulation of any air pollution control district.
- (g.) For purposes of this section a "public officer or employee" includes an officer or employee of a nonprofit transit corporation wholly owned by a local agency and formed to carry out the purposes of the local agency.

City of Corcoran Code 8-1-8: Exceptions.

A. Written application for exception may be granted by the City Manager, upon recommendation of the Public Works Department.

There is no similar provision included in these regulations.

B. Exceptions may be granted if:

1. Compliance with this Chapter would cause unnecessary and undue hardship to the applicant, including but not limited to adverse economic impacts such as loss of production or jobs; or,
2. Compliance with this Chapter would cause a condition adversely affecting the health, sanitation, fire protection or safety of the applicant or the public.

There is no similar provision included in these regulations.

These regulations state that the prohibition apply "except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by the State or Federal agency.

City of Corcoran Code 8-1-25: Violations; Penalty.

Any person, violating any provisions of this Chapter shall be guilty of an infraction as provided for in section 36900 of the Government Code. Every violation determined to be an infraction is punishable as provided in Section 1-4-1 of this Code. A person shall be deemed guilty of a separate offense for each day during any portion of which a violation of this Chapter is committed, continued or permitted by the person.

These regulations provide that the taking of any action prohibited in this regulation in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine up to five hundred dollars (\$500.00) for each day in which the violation occurs. This appears to be in agreement with our City Code.

City of Corcoran Code 1-4-1: General Penalty

A. Misdemeanor: Unless specifically provided else where, any person convicted of a violation of any of the terms and provisions of this code shall be fined in a sum not to exceed one thousand dollars (\$1,000.00) for any one offense and such person may be confined in the city or county jail for a period of not more than six (6) months, or both such fine and imprisonment may be imposed.

B. Infraction: Any person who has committed an infraction shall be punished for a first violation by a fine not exceeding one hundred dollars (\$100.00), and for committing the same offense a second time within one year, by a fine not exceeding two hundred dollars (\$200.00), and for committing the same offense a third or

These regulations provide that the taking of any action prohibited in this regulation in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine up to five hundred dollars (\$500.00) for each day in which the violation occurs. This appears to be in agreement with our City Code.

any subsequent time within on year, by a fine not exceeding five hundred dollars (\$500.00). (1996 Code)



Fact Sheet

Mandatory Water Conservation Regulation Go Into Effect

An emergency regulation to increase conservation practices for all Californians became effective July 29, 2014. The new conservation regulation targets outdoor urban water use. In some areas of the State, 50 percent or more of daily water use is for lawns and outdoor landscaping. This regulation establishes the minimum level of activity that residents, businesses and water suppliers must meet as the drought deepens and will be in effect for 270 days unless extended or repealed.

Prohibitions for ALL urban water users in California:

- The application of potable water to any driveway or sidewalk.
- Using potable water to water outdoor landscapes in a manner that causes runoff to adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures.
- Using a hose that dispenses potable water to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle.
- Using potable water in a fountain or decorative water feature, unless the water is recirculated. Recycled water is not mandated, but encouraged for fountain use.

Requirements for Urban Water Suppliers (serving >3000 connections):

- Implement water shortage contingency plans to a level where restrictions on outdoor irrigation are mandatory.
- Urban water suppliers without a plan, or without an adequate plan, must either mandate that outdoor irrigation be reduced to no more than twice a week or implement other mandatory use restrictions that provide a comparable level of savings.
- Report monthly water production beginning August 15. Include an estimate of the gallons per capita per day used by residential customers beginning with the October 15 report.

Requirements for Other Water Suppliers (serving <3000 connections):

- Mandate that outdoor irrigation be reduced to no more than twice a week or implement other mandatory use restrictions that provide a comparable level of savings.





Assessing Compliance

- Individual Prohibitions – evaluating alleged violations and taking enforcement action is primarily a local discretionary action.
- Water Suppliers – compliance will be evaluated based on multiple factors including implementation of the required actions, the content of the monthly reports (Urban Water Suppliers), and other relevant information.

Tips for Implementing the New Regulations

- Notify and educate staff, ratepayers and the community at large about the prohibitions.
- Inform ratepayers of the requirements of the stage of the Water Shortage Contingency Plan required by the regulations.
- Access the water conservation resources clearinghouse, a partnership of the State of California and the Association of California Water Agencies at either <http://www.saveourh2o.org/> or <http://saveourwater.com/>

Contact Information

- Report State Agency water waste at <http://www.saveourh2o.org/report-water-waste>
- Contact the State Water Board's drought hotline for questions on drought-related activities including general questions on the emergency regulations: (916) 341-5342.

More information on the emergency regulation can be found at the [Conservation Regulation Portal](#).

(This fact sheet was last updated July 29, 2014)

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 863, 864, 865

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

**Government Code Sections 11346.1 and
11349.6**

OAL File No. 2014-0718-01 E

The State Water Resources Control Board (Board) submitted this emergency action to adopt three sections and a new article in title 23 of the California Code of Regulations pertaining to drought emergency water conservation. The proposed action addresses severe impacts on California's water supplies and its ability to meet all water demands in the state due to the current drought, which was declared to be a state of emergency by Governor Brown in two executive orders issued in 2014. The second executive order, issued April 25, 2014, directed the Board to adopt emergency regulations, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement drought response plans to limit outdoor irrigation and other wasteful water practices.

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code.

This emergency regulatory action is effective on 7/28/2014 and, pursuant to section 1058.5 of the Water Code, will expire on 4/25/2015. The Certificate of Compliance for this action is due no later than 4/24/2015.

Date: 7/28/2014



Richard L. Smith
Senior Attorney

For: DEBRA M. CORNEZ
Director

Original: Thomas Howard
Copy: Carlos Mejia

EMERGENCY

Instructions on reverse)

For use by Secretary of State only

STD. 400 (REV. 01-2013)

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER	EMERGENCY NUMBER 2014-0718-01E
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ENDORSED FILED
 THE OFFICE OF

For use by Office of Administrative Law (OAL) only

2014 JUL 18 PM 12:09

OFFICE OF ADMINISTRATIVE LAW

NOTICE REGULATIONS

2014 JUL 28 PM 1:30

Debra Bowen
 DEBRA BOWEN
 SECRETARY OF STATE

AGENCY WITH RULEMAKING AUTHORITY
 State Water Resources Control Board

AGENCY FILE NUMBER (if any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE Drought Emergency Water Conservation	TITLE(S) 23	FIRST SECTION AFFECTED 863	2. REQUESTED PUBLICATION DATE
3. NOTICE TYPE <input checked="" type="checkbox"/> Notice re Proposed Regulatory Action <input type="checkbox"/> Other	4. AGENCY CONTACT PERSON Carlos Mejia	TELEPHONE NUMBER (916) 341-5184	FAX NUMBER (Optional) (916) 341-5199
OAL USE ONLY <input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved as Modified <input type="checkbox"/> Disapproved/Withdrawn	ACTION ON PROPOSED NOTICE		NOTICE REGISTER NUMBER
		PUBLICATION DATE	

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Drought Emergency Water Conservation	1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)
--	--

2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)	ADOPT 863, 864, 865
	AMEND
TITLE(S) 23 via 7/10/14	REPEAL

3. TYPE OF FILING

<input type="checkbox"/> Regular Rulemaking (Gov. Code §11346)	<input type="checkbox"/> Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §911346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.	<input type="checkbox"/> Emergency Readopt (Gov. Code, §11346.1(h))	<input type="checkbox"/> Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
<input type="checkbox"/> Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §511349.3, 11349.4)	<input type="checkbox"/> Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	<input type="checkbox"/> File & Print	<input type="checkbox"/> Print Only per agency request <i>RS</i>
<input checked="" type="checkbox"/> Emergency (Gov. Code, §11346.1(b))		<input checked="" type="checkbox"/> Other (Specify) <i>Emergency (Wat. Code, §1058.5)</i>	

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

<input type="checkbox"/> Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a))	<input checked="" type="checkbox"/> Effective on filing with Secretary of State	<input type="checkbox"/> §100 Changes Without Regulatory Effect	<input type="checkbox"/> Effective other (Specify)
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6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

<input checked="" type="checkbox"/> Department of Finance (Form STD. 399) (SAM §6660)	<input type="checkbox"/> Fair Political Practices Commission	<input type="checkbox"/> State Fire Marshal
<input type="checkbox"/> Other (Specify) <i>request RS</i>		

7. CONTACT PERSON Carlos Mejia	TELEPHONE NUMBER (916) 341-5184	FAX NUMBER (Optional) (916) 341-5199	E-MAIL ADDRESS (Optional) carlos.mejia@waterboards.ca.gov
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8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE <i>Caren Trgovcich</i>	DATE 7-17-2014
TYPED NAME AND TITLE OF SIGNATORY Caren Trgovcich, Chief Deputy Director, State Water Resources Control Board	

For use by Office of Administrative Law (OAL) only

ENDORSED APPROVED
 JUL 28 2014
 Office of Administrative Law

PROPOSED TEXT OF EMERGENCY REGULATIONS

Article 22.5. Drought Emergency Water Conservation.

Section 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104 and 105, Water Code.

Section 864. Prohibited Activities in Promotion of Water Conservation.

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(b) The taking of any action prohibited in subdivision (a) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104 and 105, Water Code.

Section 865. Mandatory Actions by Water Suppliers.

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to

PROPOSED TEXT OF EMERGENCY REGULATIONS

suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.

(2) As an alternative to subdivision (b)(1), an urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within thirty (30) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(d) In furtherance of the promotion of water conservation each urban water supplier shall prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, each urban water supplier shall state the number of persons it serves.

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within thirty (30) days, take one or more of the following actions:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2) Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104, 105, 350, 10617 and 10632, Water Code.

8-1-4: PROHIBITION OF WATER WASTE:

It shall be unlawful for any person to, in any manner, waste water supplied by the City. If the City Manager determines a water user receiving water from the City domestic water system is permitting water to be wasted, the City Manager may require the property owner and/or water user, at their own expense, to install a water meter and backflow prevention device upon the premises occupied by the water user and thereafter charge the property for water service at the rate established. The following uses of water are defined as a waste of water and are thereby prohibited:

- A. Irrigation: The use of domestic water which allows water to run off the premises or onto other areas of the premises not requiring irrigation. Every water user is deemed to have his/her water distribution lines and facilities under control at all times and know the manner and extent of his/her water use and excess runoff.

- B. Leaks: Excessive use, loss or escape of water through breaks, leaks or malfunctions in the water user's plumbing or distribution facilities for any period of time after such escaped water should reasonably have been discovered and corrected. It shall be presumed that a period of forty eight (48) hours after discovery is a reasonable time within which to correct such leak or break. (Ord. 487 N.S., 4-1-1991)

Corcoran, California City Code

This code was last updated by 610 passed July 20, 2009.

Chapter 1 WATER USE AND SERVICE

8-1-1: PURPOSE:

It is the purpose and intent of this Chapter to minimize outdoor water use and to control unnecessary consumption of the available potable water supply of the City. (Ord. 487 N.S., 4-1-1991)

8-1-2: AUTHORIZATION:

The City Manager is hereby authorized and directed to implement the applicable provisions of this Chapter upon his determination that such implementation is necessary to protect the public welfare and safety. (Ord. 487 N.S., 4-1-1991)

8-1-3: APPLICATION:

The provisions of this Chapter shall apply to all persons, customers and properties within the service area of the City domestic water system. (Ord. 487 N.S., 4-1-1991)

8-1-4: PROHIBITION OF WATER WASTE:

It shall be unlawful for any person to, in any manner, waste water supplied by the City. If the City Manager determines a water user receiving water from the City domestic water system is permitting water to be wasted, the City Manager may require the property owner and/or water user, at their own expense, to install a water meter and backflow prevention device upon the premises occupied by the water user and thereafter charge the property for water service at the rate established. The following uses of water are defined as a waste of water and are thereby prohibited:

- A. Irrigation: The use of domestic water which allows water to run off the premises or onto other areas of the premises not requiring irrigation. Every water user is deemed to have his/her water

distribution lines and facilities under control at all times and know the manner and extent of his/her water use and excess runoff.

- B. Leaks: Excessive use, loss or escape of water through breaks, leaks or malfunctions in the water user's plumbing or distribution facilities for any period of time after such escaped water should reasonably have been discovered and corrected. It shall be presumed that a period of forty eight (48) hours after discovery is a reasonable time within which to correct such leak or break. (Ord. 487 N.S., 4-1-1991)

8-1-5: OUTDOOR WATER USE, WATER CONSERVATION STAGES:



No one within the domestic water system of the City shall knowingly make, cause, use or permit the use of domestic water for residential, commercial, industrial, governmental or any other purpose in a manner contrary to the provisions of this Chapter or in an amount in excess of that use permitted by the water conservation stage in effect pursuant to action taken by the City Manager in accordance with provisions of this Chapter:

- A. Water Conservation Stage 1: Voluntary Compliance-Water Alert. The following restrictions shall apply to all persons year-round unless and until public notification of implementation of Water Conservation Stage 2 or Water Conservation Stage 3 is made. Upon public notification of termination of Water Conservation Stage 3, then Water Conservation Stage 2 shall be in effect. On public notification of termination of Water Conservation Stage 2, then Water Conservation Stage 1 shall be in effect.
1. All outdoor irrigation of lawn, gardens, landscaped areas, plants, trees, shrubs or other greenscape areas is prohibited between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. from April 1 through September 30 and then from ten o'clock (10:00) A.M. to two o'clock (2:00) P.M. from October 1 through March 31. Irrigation of lawns, gardens, landscaped areas, plants, trees, shrubs or other greenscape areas is permitted at any time if:
 - a. A hand held hose equipped with a positive shut-off nozzle is used, or
 - b. A drip irrigation system is used.

Exception: Commercial nurseries, and public parks are exempt from Stage 1 irrigation restrictions but will be requested to curtail all nonessential water use.
 2. The washing of automobiles, trucks, trailers, boats, airplanes and other types of vehicles, building exteriors, sidewalks, driveways, parking areas, courts, patios and other paved areas is permitted only when using a hand held hose equipped with a positive shut-off nozzle for quick rinses.
 3. The operation of any ornamental fountain or other structure making similar use of water is prohibited unless the fountain uses a recycling system.
 4. All restaurants are requested to serve water to customers only when specifically requested by customers.

B. Water Conservation Stage 2: Mandatory Compliance-Water Warning. Upon implementation by the City Manager, and publication of notice, the following restrictions shall apply to all persons: All elements of Water Conservation Stage 1 shall remain in effect in Water Conservation Stage 2 except that: (Ord. 487 N.S., 4-1-1991)

1. All outdoor irrigation of lawns, gardens, landscaped areas, plants, trees, shrubs or other greenscape areas shall occur only between the hours of twelve o'clock (12:00) midnight to ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. to twelve o'clock (12:00) midnight on designated days. Dwellings or establishments with even numbered street addresses shall water only on Monday, Wednesday and Friday, subject to the time restrictions set forth above. Dwellings or establishments with odd numbered street addresses shall water only on Tuesdays, Thursdays and Saturdays, subject to the time restrictions set forth above. Anyone may water on Sundays subject to the time restrictions set forth above. (Ord. 487 N.S., 4-1-1991; 1996 Code)
2. The washing of sidewalks, driveways, parking areas, courts, patios and other paved areas is absolutely prohibited.

C. Water Conservation Stage 3: Mandatory Compliance-Water Emergency. Upon implementation by the City Manager and publication of notice, the following restrictions shall apply to all persons: All elements of Water Conservation Stage 2 shall remain in effect in Water Conservation Stage 3 except that: (Ord. 487 N.S., 4-1-1991)

1. All outdoor irrigation of lawns, gardens, landscape areas, plants, trees, shrubs or other greenscape areas shall be allowed only between the hours of twelve o'clock (12:00) midnight to seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M. to twelve o'clock (12:00) midnight on designated days. Exception; City Parks may water during the hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. to protect the investment in public parks. (Ord. 487 N.S., 4-1-1991; 1996 Code)
2. The washing of automobiles, trucks, trailers, boats, airplanes, and other vehicles not occurring upon the immediate premises of car washing and commercial service stations and not in the immediate interest of public health, safety and welfare shall be prohibited.
3. Use of water from fire hydrants shall be limited to fire fighting and/or other activities when necessary to maintain the health, safety and welfare of the customers of the domestic water service area of the City.
4. Commercial nurseries and similar establishments shall water only on designated days and shall use only hand held hose, drip irrigation systems and hand held buckets.
5. The operation of any ornamental fountain or similar structure is prohibited. (Ord. 487 N.S., 4-1-1991)

8-1-6: IMPLEMENTATION OF MANDATORY COMPLIANCE CONSERVATION STAGES:

The City Public Works Department shall monitor the projected supply and demand for water within the City domestic water system and shall recommend to the City Manager the extent of the conservation requirements necessary. In order to ensure the water supply, the City Manager shall implement and/or terminate the particular Water Conservation Stage necessary. Thereafter, the City

Manager may order that the appropriate phase or stage of conservation be implemented or terminated in accordance with the applicable provisions of this Chapter. Said notice shall be published in a newspaper of general circulation within the City at least once prior to its effective date. Said Water Conservation Stage shall remain in full force and effect until such time as the City Manager finds or determines that the condition which generated the need for the declaration of the Water Conservation Stage in effect is no longer in existence. At that time, the City Manager shall terminate the prevailing Water Conservation Stage in effect with an effective date identified. (Ord. 487 N.S., 4-1-1991)

8-1-7: VIOLATIONS; ENFORCEMENT:

In accordance with section 836.5 of the Penal Code of the State of California, the City Manager, the Finance Director, and the Public Works Director, all of the City, are hereby authorized to make arrests without warrants and issue citations for violation of this Chapter. (Ord. 487 N.S., 4-1-1991; 1996 Code)

8-1-8: EXCEPTIONS:

Consideration of written application for exceptions regarding the regulations and restrictions on water use, not otherwise set forth in this Chapter, shall be as follows:

A. Written application for exception may be granted by the City Manager, upon recommendation of the Public Works Department.

B. Exceptions may be granted if:

1. Compliance with this Chapter would cause unnecessary and undue hardship to the applicant, including but not limited to adverse economic impacts such as loss of production or jobs; or,
2. Compliance with this Chapter would cause a condition adversely affecting the health, sanitation, fire protection or safety of the applicant or the public. (Ord. 487 N.S., 4-1-1991)

City of
CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

MATTERS FOR MAYOR AND COUNCIL
ITEM #: 8

MEMORANDUM

MEETING DATE: August 4, 2014
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- August 9-11, 2014 (Saturday-Monday) Centennial Celebration and Summerfest
- August 14, 2014 (Thursday) South San Joaquin Valley Division Meeting – 6:00pm, Madera, CA
- August 18, 2014 (Monday) City Council Meeting – 6:00 PM, Council Chambers
- September 3-5, 2014 (Wednesday-Friday) League of California Cities Annual Conference, Los Angeles, CA

- A. Information Items
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
 - 1. Staff Referral Items
- C. Committee Reports
- D. Council Goals

Two Year Goals:

- 1. Safe Crossings on Highway 43
- 2. Balance Budget
- 3. Maintain Services
- 4. Prepare for Centennial Activities

Long Term Goals:

- 1. Lighted Soccer Field
- 2. Demolition of Grain Building
- 3. Police Department Facility



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
04/01/13	Council directed staff to explore options to have Wi-Fi hardware and or internet connection in the Council Chambers.		City Manager
04/01/13	Council directed staff to explore options to establish electronic council packets (e-packets) and cost of tablets including funding options.		City Manager
04/01/13	Council directed staff to explore options to upgrade audio visual (AV) equipment, including audio (microphone), video projection and display in the Council Chambers.		City Manager
04/15/13	<p>UPDATE: 11/04/13 Staff provided a draft agreement for review by Council and was authorized to commence review with Kings Estates.</p> <p>08/19/13 Council discussed options to resolve utility and payment issues. Direction provided to legal counsel and staff.</p> <p>06/17/13: Staff noted that this item will return at a future meeting.</p> <p>04/15/13: Council directed staff to identify options for Kings Estates utility services/billing.</p>	Ongoing	City Manager/ Public Works
07/01/13	<p>UPDATE: 09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items.</p> <p>Council requested information regarding revenue generating initiatives.</p>	Ongoing	City Manager
09/03/13	<p>UPDATE: 07/07/14 Council provided input on style and placement of motto in council Chambers.</p> <p>Council approved display of "In God We Trust" motto. Staff to return with options.</p>		City Manager
11/04/13	Council requested staff explore the possibility of extending streetlights on Whitley Avenue to Hwy 43.		Public Works
01/21/14	<p>UPDATE: 03/03/14 Staff Provided information on drought and water.</p> <p>Council requested an item for review and update regarding the Drought declared by Governor Brown on 01/17/14.</p>		City Manager