

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

City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212

*Tuesday, February 17, 2015
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. 228.

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

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**
 - 2-A. Approval of minutes of the City Council meeting of February 2, 2015.
 - 2-B. Authorization to read ordinances and resolutions by title only.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated February 17, 2015. (Ruiz-Nuñez)

4. **PRESENTATIONS**
 - 4-A. Presentation on Communities of Excellence in Nutrition, Physical Activity, and Obesity (Cx3) by Taylor Clanton of Kings Community Action Organization (KCAO).
 - 4-B. Overview of City initiated annexation process and regulations presented by Steve Brandt with Quad Knopf.
 - 4-C. Presentation on City wells and water treatment system by Joe Faulkner, Water Chief Plant Operator.

5. **PUBLIC HEARINGS**
 - 5-A. Public Hearing to obtain comments regarding Unmet Transit Needs and consider Adoption of Resolution No. 2767 regarding Unmet Transit Needs. (Kroeker) (VV)

6. **WRITTEN COMMUNICATIONS** - None

7. **STAFF REPORTS**
 - 7-A. Review Multi-Hazard Mitigation Plan and consider adoption of Resolution No. 2766. (Shortnacy) (VV)
 - 7-B. Consider agreement for engineering services with Quad Knopf, Inc. (Meik) (VV)
 - 7-C. Authorize City Manager to sign estoppel certificate for Dominion Solar Holdings, Inc. (Meik) (VV)
 - 7-D. Acting as the Successor Agency of the Corcoran RDA, authorize NHA Advisors to prepare a financial strategic plan. (Meik) (VV)
 - 7-E. Consent to feasibility study for the development of a shooting range on wastewater disposal land. (Meik) (VV)
 - 7-F. Approve "Zero Tolerance" drug and alcohol testing policy for Corcoran Area Transit. (Kroeker) (VV)

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**
 - 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. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S) (Government Code § 54956.8). It is the intent of this governing body to meet in closed session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:
Property Description (Specify street address, or if no street address, the parcel number or other unique reference): Cell Tower Site # 370423
Our Negotiator: Kindon Meik
Parties with whom negotiating: _____
Instructions to negotiator concerning: Price Terms of payment TBD

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 February 12, 2015.



Kindon Meik, City Manager

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
February 2, 2015**

The regular session of the Corcoran City Council was called to order by Mayor Robertson, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 6:00 P.M.

ROLL CALL

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

Councilmembers absent: None

Staff present: Moses Diaz, Steve Kroeker, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy, and Kevin Tromborg

Press present: Jeanette Todd, "The Corcoran Journal"

INVOCATION

Invocation was presented by Cartwright.

FLAG SALUTE

The flag salute was led by Wadsworth.

1. **PUBLIC DISCUSSION** None

2. **CONSENT CALENDAR**

A request was made by Roberson to remove item 2-C for discussion. Following Council discussion a **motion** was made by Wadsworth and seconded by Cartwright to approve the consent calendar. Wadsworth abstained from voting on the minutes of the regular meeting on January 20, 2015. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

2-A. Approval of minutes of the regular meeting on January 20, 2015; and minutes of the special meeting on January 26, 2015.

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

At this time Council moved to Item 2-C

2-C. Following Council discussion a motion was made by Lerma and seconded by Wadsworth to approve with modifications the letter to the Corcoran postmaster and authorize Mayor to sign letter on behalf of the City Council and have staff send letter to other United States Postal Services representatives. Motion carried by the following vote:

AYES: Members: Cartwright, Lerma, Palmerin, Wadsworth, and Robertson

NOES: None

ABSENT: None

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Cartwright and seconded by Palmerin to approve the Warrant Register dated February 2, 2015. Lerma abstained from voting on check #57451. Motion carried by the following vote:

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

4. **PRESENTATIONS** None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS**

6-A. Following Council discussion a **motion** was made by Palmerin and seconded by Lerma to approve the funding request made by the Corcoran High School Football in the amount of \$1,000.00 from the Centennial Fund. Motion carried by the following vote:

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

7. **STAFF REPORTS**

7-A. Staff provided information regarding the 2014/2015 Budget. No action taken. Information item only.

7-B. Following Council discussion consensus was to table the sale of Rule 20A credits to the City of Hayward until further information is obtained.

7-C. Following Council discussion regarding the City Council goals for 2015-2016 Council expressed support for the identified priorities and requested that the goals be discussed again at a future meeting.

7-D. Meik provided information regarding the report issued by the State Controller's Office (SCO) concerning the Corcoran Redevelopment Agency Asset Transfer. Information item only, no action taken.

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Council received information items.

1. Council received an update on the Housing Related Parks grant application.

8-B. Staff received referral items.

8-C. Committee reports.

9. **CLOSED SESSION**

At 6:45 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. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – Deciding whether or not basis exists for closed-session for anticipated litigation (Government Code § 54956.9(d)(3)).

The regular meeting was reconvened at 7:16 p.m. Mayor Robertson reported that the Council provided direction on Item 9-A and 9-B.

ADJOURNMENT

7:18 P.M.

Acting City Clerk

Mayor

APPROVED DATE: _____

Accounts Payable

Check Register Totals Only



User: spineda
 Printed: 2/11/2015 - 4:02 PM
 Batch: 00502.02.2015 - 02/16/2015 Warrent Register

Check	Date	Vendor No	Vendor Name	Amount	Voucher
57537	02/11/2015	AMTR	Amtrak	1,625.00	57,537
57538	02/11/2015	AMTR	Amtrak	1,625.00	57,538
57539	02/11/2015	AMTR	Amtrak	590.00	57,539
57540	02/11/2015	AMTR	Amtrak	590.00	57,540
57541	02/11/2015	AMTR	Amtrak	590.00	57,541
57542	02/11/2015	AMTR	Amtrak	1,300.00	57,542
57543	02/11/2015	AMTR	Amtrak	520.00	57,543
57544	02/11/2015	ASIADMIN	ASI Administrative Solutions, Inc	120.00	57,544
57545	02/11/2015	ASCO&SU	Asphalt Coating & Supplies	33,687.50	57,545
57546	02/11/2015	AT&TMOBI	AT&T Mobility	38.00	57,546
57547	02/11/2015	AUTOZONE	Auto Zone, Inc.	6.63	57,547
57548	02/11/2015	AZAUTO	Az Auto Parts	694.55	57,548
57549	02/11/2015	B&CENTER	B & C Enterprises	2,527.22	57,549
57550	02/11/2015	BANKCARD	BankCard Center	2,761.80	57,550
57551	02/11/2015	BLAKPRIC	Richard A. Blak, PhD	350.00	57,551
57552	02/11/2015	BSKASSOC	BSK Associates	4,597.05	57,552
57553	02/11/2015	BUDDTROP	Buddy's Trophies & Advertising	32.25	57,553
57554	02/11/2015	CAASSOC	CACEO	75.00	57,554
57555	02/11/2015	CALIFBOI	California Boiler Inc.	435.00	57,555
57556	02/11/2015	CALIINRU	California Industrial Rubber	285.29	57,556
57557	02/11/2015	CARLSCHL	Carl Schludt, AICP	1,237.50	57,557
57558	02/11/2015	CASTROGI	Maria Castro-Gieseeman	1,109.16	57,558
57559	02/11/2015	CAVESKEN	Caves & Associates	511.88	57,559
57560	02/11/2015	CEPRISOL	Centro Print Solutions	113.60	57,560
57561	02/11/2015	CHAIRPRO	Chair Pros	1,098.44	57,561
57562	02/11/2015	CHEVUSIN	Cheygon & Texaco Card Svc	233.40	57,562
57563	02/11/2015	COLLESEQ	College of the Sequoias	719.00	57,563
57564	02/11/2015	COCHOFCO	Corcoran Chamber of Commerce	420.00	57,564
57565	02/11/2015	CORFOCLB	Corcoran Football Club	1,000.00	57,565
57566	02/11/2015	CORCHARD	Corcoran Hardware	1,012.67	57,566
57567	02/11/2015	CORCPUCO	Corcoran Publishing Company	566.00	57,567
57568	02/11/2015	DATATICK	Data Ticket Inc	200.00	57,568
57569	02/11/2015	DELAGELA	De Lage Landen	461.42	57,569
57570	02/11/2015	DEPAOFJU	Dept of Justice	639.00	57,570
57571	02/11/2015	FARLLAFI	Farley Law Firm	32,450.53	57,571
57572	02/11/2015	FELDCOMM	Felder Communications	779.50	57,572
57573	02/11/2015	HACHCOMP	Hach Company	654.21	57,573
57574	02/11/2015	HANFOCHR	Hanford Chrysler Dodge Jeep	191.78	57,574
57575	02/11/2015	HOMEDEPO	Home Depot Credit Services	85.87	57,575
57576	02/11/2015	IACP	IACP	175.00	57,576
57577	02/11/2015	JCAMREFU	Jack Amoroso Retirement Fund	120.00	57,577
57578	02/11/2015	KINGCARE	Kings County Area Public Transit	2,150.00	57,578
57579	02/11/2015	KICOASOF	Kings County Assessor	75.00	57,579
57580	02/11/2015	KINGCOEL	Kings County Elections Office	4,205.51	57,580
57581	02/11/2015	KICOPLAG	Kings County Planning Agency	11,806.27	57,581
57582	02/11/2015	KICOTACO	Kings County Tax Collector	453.06	57,582
57583	02/11/2015	KWRA	Kings Waste & Recycling	6,411.81	57,583
57584	02/11/2015	LEAGUOFC	League of California Cities	7,940.00	57,584
57585	02/11/2015	LEXISNEX	LexisNexis Risk Data Mngmt	50.00	57,585
57586	02/11/2015	MANUEGON	Manuel Gonzalez Concrete Const	3,992.25	57,586

Accounts Payable

Voucher Approval List

User: spineda
 Printed: 02/11/2015 - 4:06PM
 Batch: 00502.02.2015 - 02/16/2015 Warrant Register



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57537	2/11/2015	Amtrak	Tickets-125 Core to Hanf	145-410-300-292	812.50
57537	2/11/2015	Amtrak	Tickets-125Hanf to Core	145-410-300-292	812.50
57538	2/11/2015	Amtrak	Tickets-125Core to Hanf	145-410-300-292	812.50
57538	2/11/2015	Amtrak	Tickets-125Hanf to Core	145-410-300-292	812.50
57539	2/11/2015	Amtrak	Tickets/10 ride passes	145-410-300-292	590.00
57540	2/11/2015	Amtrak	Tickets/10 ride passes	145-410-300-292	590.00
57541	2/11/2015	Amtrak	Tickets/10 ride passes	145-410-300-292	590.00
57542	2/11/2015	Amtrak	Tickets 100 Core to Hanf	145-410-351-076	650.00
57542	2/11/2015	Amtrak	Tickets 100 Hanf to Core	145-410-351-076	650.00
57543	2/11/2015	Amtrak	Tickets 40 Core to Hanf	145-410-351-076	260.00
57543	2/11/2015	Amtrak	Tickets 40 Hanf to Core	145-410-351-076	260.00
Warrant Total:					6,840.00
57622	2/11/2015	Ashok Verma M.D.	pre employment P. Jurdon	104-421-300-200	300.00
57622	2/11/2015	Ashok Verma M.D.	pre employment N. Camarena	104-421-300-200	300.00
Warrant Total:					600.00
57544	2/11/2015	ASI Administrative Solutions, Inc	section 125 admin-Jan2015	104-402-300-200	60.00
57544	2/11/2015	ASI Administrative Solutions, Inc	section 125 admin-Feb2015	104-402-300-200	60.00
Warrant Total:					120.00
57545	2/11/2015	Asphalt Coating & Supplies	Bokell St 2 days	109-434-300-213	3,960.00
57545	2/11/2015	Asphalt Coating & Supplies	Charles St 1-1/2 days	109-434-300-213	3,630.00
57545	2/11/2015	Asphalt Coating & Supplies	Berrus	109-434-300-213	2,475.00
57545	2/11/2015	Asphalt Coating & Supplies	Berrus	109-434-300-213	1,540.00
57545	2/11/2015	Asphalt Coating & Supplies	North side of Hannah	109-434-300-213	2,035.00
57545	2/11/2015	Asphalt Coating & Supplies	Hannah-patch paving	109-434-300-213	1,694.00
57545	2/11/2015	Asphalt Coating & Supplies	Berrus ave 1/2 day plus 3 hrs	109-434-300-213	1,430.00
57545	2/11/2015	Asphalt Coating & Supplies	Orange and 5 1/2 ave	109-434-300-213	3,113.00
57545	2/11/2015	Asphalt Coating & Supplies	Work on Orange and Industrial	109-434-300-213	3,432.00
57545	2/11/2015	Asphalt Coating & Supplies	Work on Orange and Industrial	109-434-300-213	3,800.50

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57545	2/11/2015	Asphalt Coating & Supplies	Work on Orange and Industrial	109-434-300-213	3,080.00
57545	2/11/2015	Asphalt Coating & Supplies	Orange ave 1 day	109-434-300-213	3,498.00
Warrant Total:					33,687.50
57546	2/11/2015	AT&T Mobility	acct#824605440x01012015	120-435-300-220	38.00
Warrant Total:					38.00
57547	2/11/2015	Auto Zone, Inc.	dept supplies	104-421-300-210	6.63
Warrant Total:					6.63
57548	2/11/2015	Az Auto Parts	parts unit 216	145-410-300-260	15.32
57548	2/11/2015	Az Auto Parts	parts unit 203	104-412-300-260	36.50
57548	2/11/2015	Az Auto Parts	parts unit 209-176-165-202	104-421-300-260	156.60
57548	2/11/2015	Az Auto Parts	parts for stock	104-433-300-210	41.25
57548	2/11/2015	Az Auto Parts	unit 133	109-434-300-140	19.51
57548	2/11/2015	Az Auto Parts	unit 156	120-435-300-260	90.33
57548	2/11/2015	Az Auto Parts	unit 211	105-437-300-140	306.38
57548	2/11/2015	Az Auto Parts	wrp supplies	105-437-300-210	18.37
57548	2/11/2015	Az Auto Parts	unit 149	109-434-300-260	3.04
57548	2/11/2015	Az Auto Parts	parts well19	105-437-300-140	7.25
Warrant Total:					694.55
57549	2/11/2015	B & C Enterprises	fuel	145-410-300-250	556.28
57549	2/11/2015	B & C Enterprises	fuel	104-412-300-250	289.85
57549	2/11/2015	B & C Enterprises	fuel	104-421-300-250	1,174.69
57549	2/11/2015	B & C Enterprises	fuel	104-433-300-250	142.04
57549	2/11/2015	B & C Enterprises	fuel	112-438-300-250	158.53
57549	2/11/2015	B & C Enterprises	fuel	120-435-300-250	165.53
57549	2/11/2015	B & C Enterprises	fuel	105-437-300-250	40.30
Warrant Total:					2,527.22
57550	2/11/2015	BankCard Center	lodging-Mealster	104-401-300-270	144.95
57550	2/11/2015	BankCard Center	training-parking	104-421-300-270	2.00
57550	2/11/2015	BankCard Center	training-parking	104-421-300-270	2.00
57550	2/11/2015	BankCard Center	training-registration -Shormacy	104-421-300-270	145.00
57550	2/11/2015	BankCard Center	training-registration -CHee	104-421-300-270	115.00
57550	2/11/2015	BankCard Center	patnt supplies	104-421-300-210	61.47
57550	2/11/2015	BankCard Center	training-pd	104-421-300-270	440.61

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57550	2/11/2015	BankCard Center	panel snacks	120-435-300-200	9.50
57550	2/11/2015	BankCard Center	meeting lunch	104-401-300-271	50.00
57550	2/11/2015	BankCard Center	seminfo class	104-405-300-270	265.00
57550	2/11/2015	BankCard Center	dept supplies/interview room	104-421-300-210	70.56
57550	2/11/2015	BankCard Center	mail supplies	104-432-300-152	60.42
57550	2/11/2015	BankCard Center	fuel	104-421-300-250	45.00
57550	2/11/2015	BankCard Center	mail	104-432-300-152	24.45
57550	2/11/2015	BankCard Center	dept supplies-interview room	104-421-300-210	114.19
57550	2/11/2015	BankCard Center	mail	104-432-300-152	45.20
57550	2/11/2015	BankCard Center	crossing guard supplies	104-421-300-210	133.57
57550	2/11/2015	BankCard Center	earth link	104-401-300-157	96.85
57550	2/11/2015	BankCard Center	late fee	104-405-300-200	35.00
57550	2/11/2015	BankCard Center	Notary-Insurance/Palacio	104-421-300-200	33.00
57550	2/11/2015	BankCard Center	usps over the weekend delivery of grants-prop material	104-406-300-210	44.95
57550	2/11/2015	BankCard Center	uc davis ext. planning law class	104-406-300-270	175.00
57550	2/11/2015	BankCard Center	parking meter, sacramento capital mtg w/District	104-406-300-270	0.75
57550	2/11/2015	BankCard Center	postage-gas co contract-bus wash	145-410-500-531	11.75
57550	2/11/2015	BankCard Center	wvvp interviews-lunch	120-435-300-270	68.10
57550	2/11/2015	BankCard Center	3" semi-trash pump	105-437-300-210	567.48
Warrant Total:					2,761.80
57552	2/11/2015	BSK Associates	bus wash project c1446061f	145-410-500-531	2,805.05
57552	2/11/2015	BSK Associates	wvvp project E1101301F	120-435-300-200	1,792.00
Warrant Total:					4,597.05
57553	2/11/2015	Buddy's Trophies & Advertising	black cut -white plastic name plate	104-402-300-210	32.25
Warrant Total:					32.25
57554	2/11/2015	CACEO	caceo membership	104-407-300-170	75.00
Warrant Total:					75.00
57555	2/11/2015	California Boiler Inc.	work on boiler for pool heater	104-411-300-140	435.00
Warrant Total:					435.00
57556	2/11/2015	California Industrial Rubber	100" hose and attachments	120-435-300-210	285.29
Warrant Total:					285.29
57557	2/11/2015	Carl Schludt, AICP	housing related parks grand & housing element annual reports	104-406-300-200	1,237.50
Warrant Total:					1,237.50

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57559	2/11/2015	Caves & Associates	negotiations Feb 2015	104-402-300-200	511.88
Warrant Total:					511.88
57560	2/11/2015	Centro Print Solutions	1099 laser forms	104-405-300-155	113.60
Warrant Total:					113.60
57561	2/11/2015	Chair Pros	dispatch supplies-24 7 chair	104-421-300-200	1,098.44
Warrant Total:					1,098.44
57562	2/11/2015	Chevron & Texaco Card Svc	fuel for PD	104-421-300-250	233.40
Warrant Total:					233.40
57563	2/11/2015	College of the Sequoias	training/academy for Police Off trainee: N Camarena	104-421-300-270	719.00
Warrant Total:					719.00
57564	2/11/2015	Corcoran Chamber of Commerce	annual banquet reservation	104-402-300-270	30.00
57564	2/11/2015	Corcoran Chamber of Commerce	annual banquet reservation	104-401-300-270	90.00
57564	2/11/2015	Corcoran Chamber of Commerce	annual banquet reservation	104-406-300-270	30.00
57564	2/11/2015	Corcoran Chamber of Commerce	annual banquet reservation	104-405-300-270	30.00
57564	2/11/2015	Corcoran Chamber of Commerce	annual ticket purchase	104-421-300-200	240.00
Warrant Total:					420.00
57565	2/11/2015	Corcoran Football Club	funding request	104-401-300-214	1,000.00
Warrant Total:					1,000.00
57566	2/11/2015	Corcoran Hardware	dept supplies key blank and ring	104-421-300-210	174.53
57566	2/11/2015	Corcoran Hardware	dept supplies	104-411-300-210	2.94
57566	2/11/2015	Corcoran Hardware	dept supplies	104-412-300-210	60.83
57566	2/11/2015	Corcoran Hardware	dept supplies	136-415-300-210	4.39
57566	2/11/2015	Corcoran Hardware	dept supplies	104-432-300-210	30.02
57566	2/11/2015	Corcoran Hardware	dept supplies	109-434-300-210	69.84
57566	2/11/2015	Corcoran Hardware	dept supplies	120-435-300-210	354.92
57566	2/11/2015	Corcoran Hardware	dept supplies	105-437-300-210	221.82
57566	2/11/2015	Corcoran Hardware	dept supplies	121-439-300-210	30.00
57566	2/11/2015	Corcoran Hardware	dept supplies	104-421-300-210	63.38

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57567	2/11/2015	Corcoran Publishing Company	transit ad-Jan 15 and Jan 29	145-410-300-156	566.00
Warrant Total:					1,012.67
57568	2/11/2015	Data Ticker Inc	on line citation processing	104-407-300-200	200.00
Warrant Total:					566.00
57569	2/11/2015	De Lage Landen	city hall copier	104-432-300-180	461.42
Warrant Total:					461.42
57570	2/11/2015	Dept of Justice	live scan nov 2014	104-421-300-148	639.00
Warrant Total:					639.00
57571	2/11/2015	Frutley Law Firm	legal expense	104-403-300-200	32,450.53
Warrant Total:					32,450.53
57572	2/11/2015	Felder Communications	radio maint and repairs	145-410-300-141	51.50
57572	2/11/2015	Felder Communications	radio maint and repairs	104-412-300-141	14.30
57572	2/11/2015	Felder Communications	radio maint and repairs	104-421-300-141	10.00
57572	2/11/2015	Felder Communications	radio maint and repairs	104-431-300-141	8.50
57572	2/11/2015	Felder Communications	radio maint and repairs	109-434-300-141	60.00
57572	2/11/2015	Felder Communications	radio maint and repairs	120-435-300-141	55.73
57572	2/11/2015	Felder Communications	radio maint and repairs	105-437-300-141	63.85
57572	2/11/2015	Felder Communications	radio maint and repairs	121-439-300-141	15.62
Warrant Total:					779.50
57573	2/11/2015	Hach Company	glass fiber/BOD bottle brush	120-435-300-210	654.21
Warrant Total:					654.21
57574	2/11/2015	Hartford Chrysler Dodge Jeep	unit#147	105-437-300-260	191.78
Warrant Total:					191.78
57575	2/11/2015	Home Depot Credit Services	54 gal tote x4	104-432-300-210	85.87
Warrant Total:					85.87
57576	2/11/2015	IACP	membership renewal for R. Shortmancy	104-421-300-170	175.00
Warrant Total:					85.87

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57577	2/11/2015	Jack Amoroso Retirement Fund	dpl ticket purchase	104-421-300-210	175.00
				Warrant Total:	120.00
57578	2/11/2015	Kings County Area Public Transit	KART pass	145-410-300-293	2,150.00
				Warrant Total:	2,150.00
57579	2/11/2015	Kings County Assessor	annual APN books	104-406-300-200	75.00
				Warrant Total:	75.00
57580	2/11/2015	Kings County Elections Office	elections costs	104-401-300-291	4,205.51
				Warrant Total:	4,205.51
57581	2/11/2015	Kings County Planning Agency	county loan payments 7/1-12/31/14	190-470-365-099	3,948.05
57581	2/11/2015	Kings County Planning Agency	county loan payments 7/1-12/31/14	191-472-365-099	1,510.07
57581	2/11/2015	Kings County Planning Agency	county loan payments 7/1-12/31/14	193-474-365-099	1,699.62
57581	2/11/2015	Kings County Planning Agency	county loan payments 7/1-12/31/14	195-477-365-099	3,164.28
57581	2/11/2015	Kings County Planning Agency	county loan payments 7/1-12/31/14	196-478-365-099	1,849.39
57581	2/11/2015	Kings County Planning Agency	city 3%	301-430-366-100	-365.14
				Warrant Total:	11,806.27
57582	2/11/2015	Kings County Tax Collector	tr tracks in sec 1221/22	104-432-300-160	244.90
57582	2/11/2015	Kings County Tax Collector	softud by 50" tr rw lying north	104-432-300-160	208.16
				Warrant Total:	453.06
57583	2/11/2015	Kings Waste & Recycling	january 2015 charges	112-436-300-192	6,411.81
				Warrant Total:	6,411.81
57584	2/11/2015	League of California Cities	membership dues for 2015	104-401-300-170	7,940.00
				Warrant Total:	7,940.00
57585	2/11/2015	LexisNexis Risk Data Mngmt	background svcs	104-421-300-200	50.00
				Warrant Total:	50.00
57586	2/11/2015	Manuel Gonzalez Concrete Const	concrete work-sherman e-o Dairy ave	120-435-300-200	3,992.25
				Warrant Total:	3,992.25

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57588	2/11/2015	Maria Castro-Giesenman	dept supply tablet keyboard rec#1617167100702676	104-421-300-210	1,109.16
Warrant Total:					1,109.16
57587	2/11/2015	Mendes Plumbing	repair heater 2410 bell ave thermostat	301-430-300-316	115.99
Warrant Total:					115.99
57588	2/11/2015	NAFPA International	2015 membership	104-407-300-170	30.00
Warrant Total:					30.00
57589	2/11/2015	Narec Inc	drug testing supplies	104-421-300-210	33.98
Warrant Total:					33.98
57590	2/11/2015	Nolan's Plumbing	sink repair city hall	104-432-300-200	142.02
Warrant Total:					142.02
57591	2/11/2015	Office Depot	office supplies	104-407-300-198	320.82
57591	2/11/2015	Office Depot	office supplies-reams of paper	104-432-300-150	393.47
Warrant Total:					320.82
57592	2/11/2015	PG&E	utilities acct#99497000756-9	111-601-300-240	10.19
57592	2/11/2015	PG&E	utilities acct#99497000756-9	145-410-300-240	579.55
57592	2/11/2015	PG&E	utilities acct#99497000756-9	104-411-300-240	904.52
57592	2/11/2015	PG&E	utilities acct#99497000756-9	104-412-300-240	416.20
57592	2/11/2015	PG&E	utilities acct#99497000756-9	104-432-300-240	1,485.61
57592	2/11/2015	PG&E	utilities acct#99497000756-9	104-432-320-240	1,956.41
57592	2/11/2015	PG&E	utilities acct#99497000756-9	109-434-300-240	365.57
57592	2/11/2015	PG&E	utilities acct#99497000756-9	120-435-300-240	19,547.08
57592	2/11/2015	PG&E	utilities acct#99497000756-9	121-439-300-240	610.87
57592	2/11/2015	PG&E	utilities acct#99497000756-9	105-437-300-240	47,710.53
57592	2/11/2015	PG&E	utilities acct#7465964727-9	111-602-300-202	10.51
57592	2/11/2015	PG&E	utilities acct#9417235641-5	111-602-300-202	10.51
Warrant Total:					73,607.55
57593	2/11/2015	Pizza Factory	innate meals	104-421-300-148	47.20
Warrant Total:					47.20
57594	2/11/2015	Price, Paige & Company	audit	104-405-300-200	4,505.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57595	2/11/2015	Proclean Supply	janitorial supplies	104-432-300-210	47.19
Warrant Total:					47.19
57596	2/11/2015	ProForce Law Enforcement	mag holster, taser	104-421-300-210	1,097.47
Warrant Total:					1,097.47
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	145-410-300-200	54.95
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	136-415-300-200	54.94
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	104-432-300-200	54.95
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	104-432-300-200	54.95
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	104-432-300-200	54.94
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	104-433-300-200	54.94
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	104-433-300-180	54.95
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	120-435-300-200	54.94
57597	2/11/2015	Prudential Overall Supply	entrance rugs/shop towels/dust mops	105-437-300-200	54.94
Warrant Total:					494.50
57598	2/11/2015	Quad Knopf, Inc.	high speed rail lhr 13-72	104-441-300-200	4,007.25
57598	2/11/2015	Quad Knopf, Inc.	sign management program	109-434-300-200	3,870.00
57598	2/11/2015	Quad Knopf, Inc.	record of survey -well field	105-437-300-200	1,110.69
57598	2/11/2015	Quad Knopf, Inc.	labor-NOC corrections and filling (Sequoias)	104-431-300-200	268.00
57598	2/11/2015	Quad Knopf, Inc.	labor-NOC corrections and filling (Sequoias)	109-434-300-200	297.20
57598	2/11/2015	Quad Knopf, Inc.	web based GIS annual server hosting	104-432-300-200	230.77
57598	2/11/2015	Quad Knopf, Inc.	bus wash project	145-410-500-531	10,825.74
57598	2/11/2015	Quad Knopf, Inc.	wrp evaluation	105-437-500-550	4,872.67
57598	2/11/2015	Quad Knopf, Inc.	well project	105-437-500-540	9,874.62
Warrant Total:					35,356.94
57599	2/11/2015	Quality Pool Service	monthly pool service	104-411-300-200	850.00
57599	2/11/2015	Quality Pool Service	bulk chlorine	104-411-300-200	1,181.55
Warrant Total:					2,031.55
57600	2/11/2015	Quest Diagnostics	pre employment-n-lopez	104-421-300-200	29.29
57600	2/11/2015	Quest Diagnostics	pre employment-d-arnold	145-410-300-200	29.29
57600	2/11/2015	Quest Diagnostics	pre employment-n-lopez	145-410-300-200	29.29

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57601	2/11/2015	Randstad	part time employees wwpi	120-435-100-103	519.25
Warrant Total:					87.87
57602	2/11/2015	Res-Com	pest control depot	145-410-300-200	33.00
57602	2/11/2015	Res-Com	pest control pool	104-411-300-200	33.00
57602	2/11/2015	Res-Com	pest control roa	136-415-300-200	33.00
57602	2/11/2015	Res-Com	pest control cury head/pc	104-432-300-200	99.00
57602	2/11/2015	Res-Com	pest control new city hall	104-432-300-200	33.00
57602	2/11/2015	Res-Com	pest control pw	104-432-300-200	99.00
57602	2/11/2015	Res-Com	pest control vests	104-432-320-200	33.00
57602	2/11/2015	Res-Com	pest control wwip	120-435-300-200	33.00
57602	2/11/2015	Res-Com	pest control wip	105-437-300-200	33.00
Warrant Total:					429.00
57551	2/11/2015	Richard A. Blak, PhD	pre employment P Jurdson	104-421-300-200	350.00
Warrant Total:					350.00
57604	2/11/2015	S & R Specialty Equipment	3" dust cap/clection tape/1/2" brass valve	120-435-300-140	51.89
Warrant Total:					51.89
57605	2/11/2015	San Diego Police Equipment Co	supplies/ammo	104-421-300-210	1,841.85
Warrant Total:					1,841.85
57606	2/11/2015	Sawrelle & Rosprim Industrial	cyllinders	104-433-300-210	80.29
57606	2/11/2015	Sawrelle & Rosprim Industrial	depr supplies	120-435-300-210	14.34
57606	2/11/2015	Sawrelle & Rosprim Industrial	depr supplies	120-435-300-140	719.06
57606	2/11/2015	Sawrelle & Rosprim Industrial	parts for unit#156	120-435-300-260	55.41
57606	2/11/2015	Sawrelle & Rosprim Industrial	depr supplies	105-437-300-210	37.85
57606	2/11/2015	Sawrelle & Rosprim Industrial	parts/supplies	105-437-300-140	80.50
Warrant Total:					987.45
57607	2/11/2015	Self Help Enterprises	CDBG 2012 general admin	274-503-300-200	1,974.00
Warrant Total:					1,974.00
57608	2/11/2015	Shell Fleet Plus	fuel	145-410-300-250	1,496.81
57608	2/11/2015	Shell Fleet Plus	fuel	104-412-300-200	264.38

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57608	2/11/2015	Shell Fleet Plus	fuel	104-421-300-250	2,875.66
57608	2/11/2015	Shell Fleet Plus	fuel	109-434-300-250	347.68
57608	2/11/2015	Shell Fleet Plus	fuel	112-438-300-250	75.37
57608	2/11/2015	Shell Fleet Plus	fuel	120-435-300-250	60.43
57608	2/11/2015	Shell Fleet Plus	fuel	105-437-300-250	698.80
Warrant Total:					5,819.13
57609	2/11/2015	Shyam Bhaskar, MD	pre employment N. Camarena	104-421-300-200	120.00
57609	2/11/2015	Shyam Bhaskar, MD	pre employment P. Judeon	104-421-300-200	140.00
Warrant Total:					260.00
57603	2/11/2015	Soledad Ruiz-Nunez	CSMFO	104-405-300-270	346.70
Warrant Total:					346.70
57610	2/11/2015	Springbrook Software Inc	utility payment	104-405-300-200	947.00
Warrant Total:					947.00
57611	2/11/2015	TF Tire & Service	tire repair unit134	112-438-300-140	69.90
57611	2/11/2015	TF Tire & Service	tire repair unit134	112-438-300-140	69.90
57611	2/11/2015	TF Tire & Service	tire repair unit176	104-421-300-260	146.42
57611	2/11/2015	TF Tire & Service	tire repair unit156	120-435-300-260	317.11
57611	2/11/2015	TF Tire & Service	resurface drum and rotor	120-435-300-260	30.00
Warrant Total:					633.33
57612	2/11/2015	The Gas Company	acct#05463252576	104-432-300-242	235.49
57612	2/11/2015	The Gas Company	acct#11971525008	104-432-300-242	298.88
57612	2/11/2015	The Gas Company	acct#17151733304	104-432-300-242	379.82
Warrant Total:					914.19
57613	2/11/2015	Tom Ayers & Associates	backflow device testing	104-412-300-200	270.00
57613	2/11/2015	Tom Ayers & Associates	backflow device testing	104-432-300-200	180.00
57613	2/11/2015	Tom Ayers & Associates	backflow device testing	136-415-300-200	90.00
Warrant Total:					540.00
57614	2/11/2015	Trans Union LLC	background services	104-421-300-170	6.35
Warrant Total:					6.35
57615	2/11/2015	Tulare Lake Bed CGMP	mitigation contribution	105-437-300-160	5,000.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57616	2/11/2015	Tulare-Kings Veterinary ER Svc		104-421-300-203	492.00
Warrant Total:					5,000.00
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	155.25
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	132.30
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	103.50
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	144.00
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	285.75
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	255.75
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	323.25
57617	2/11/2015	Tule Trash Company	dump fees	112-436-300-192	149.85
57617	2/11/2015	Tule Trash Company	pull fee	112-436-300-192	1,560.00
57617	2/11/2015	Tule Trash Company	dump fee	112-436-300-192	38.40
57617	2/11/2015	Tule Trash Company	dump fee	112-436-300-192	173.25
57617	2/11/2015	Tule Trash Company	pull fee	112-436-300-192	360.00
57617	2/11/2015	Tule Trash Company	dump ticket	112-436-300-192	282.75
57617	2/11/2015	Tule Trash Company	dump ticket	112-436-300-192	139.05
57617	2/11/2015	Tule Trash Company	pull notice	112-436-300-192	390.00
57618	2/11/2015	Tule Trash Company		112-436-300-200	109,066.81
57618	2/11/2015	Tule Trash Company		112-436-316-023	-7,634.68
57618	2/11/2015	Tule Trash Company		112-436-316-023	-1,086.62
57618	2/11/2015	Tule Trash Company		112-436-300-200	20.00
Warrant Total:					104,858.61
57619	2/11/2015	Univar USA Inc	caustic potash 50%	120-435-300-219	4,732.15
Warrant Total:					4,732.15
57620	2/11/2015	Verizon California	pd acc#83404	104-421-300-220	1,042.72
57620	2/11/2015	Verizon California	ves hall acc#88207	104-432-320-220	60.89
57620	2/11/2015	Verizon California	pw fax acc#69504	104-432-300-220	100.91
57620	2/11/2015	Verizon California	wvrp	104-432-300-220	1,055.33
57620	2/11/2015	Verizon California	wrp	120-435-300-220	0.82
Warrant Total:					2,260.67
57621	2/11/2015	Verizon Wireless	air card/MDT	104-421-300-221	40.42

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
57623	2/11/2015	Vulcan Materials Company	cold mix	109-434-300-210	40.42
57623	2/11/2015	Vulcan Materials Company	street repair material	109-434-300-210	1,074.17
57623	2/11/2015	Vulcan Materials Company	street repair material	109-434-300-210	507.15
					501.51
				Warrant Total:	2,082.83

Accounts Payable

Check Register Totals Only



User: spineda
Printed: 2/10/2015 - 11:26 AM
Batch: 00003.02.2015 - Manual Check02/10/2015-Pitney

Check	Date	Vendor No	Vendor Name	Amount	Voucher
57536	02/10/2015	PITNBOIN	Pitney Bowes Inc	1,500.00	0
				<u>1,500.00</u>	
Check Total:				<u>1,500.00</u>	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 2/5/2015 - 8:43 AM
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
57517	02/04/2015	TOSHAMER	Toshiba Financial Services	648.92	0
				<u>648.92</u>	
Check Total:				<u>648.92</u>	

Accounts Payable

Check Register Totals Only

User: spineda
Printed: 2/2/2015 - 10:41 AM
Batch: 00001.02.2015 - Manual Check02/02/2015



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57514	01/30/2015	HIGHDESE	High Desert Wireless Broadband	25,781.87	0
57515	02/02/2015	MUTUAOFO	Mutual of Omaha	2,057.74	0
57516	02/02/2015	GUARDTHE	Guardian Life Insurance	98.85	0
Check Total:				27,938.46	

**STAFF REPORT
ITEM #: 4-C**

MEMORANDUM

TO: City Council

FROM: Joseph Faulkner/ Water Chief Plant Operator/Public Works Division

DATE: February 10, 2015 **MEETING DATE:** February 17, 2015

SUBJECT: Presentation by Joe Faulkner, Water Chief Plant Operator, on City wells and water treatment system.

Recommendation:

No action by the Council is being requested at this time as this is an information item only.

Discussion:

Update Council on the status of Corcoran's water system which includes the following:

- Background of the city's current water system and treatment objectives
 - Meeting the EPA's new arsenic and nitrate contamination levels
- Briefing on all nine groundwater wells
 - Drill date, depth, flow (GPM), benefits, and problems with well
- Water Treatment Plant
 - The ways water is currently being treated
 - How the city is currently dealing with water issues
 - Working with Corona Environmental Consulting to get recommendation on how to address issues the water plant is facing
- Discuss California's Water Control Board's new mandate
 - Requirements to meet Maximum Day Demand and Peak Hour Demand
 - Recommendation regarding new mandate
 - Drill a new well in 2015 and if the drought continues-drill another well in 2016

Budget Impact:

Unknown at this time

CURRENT STATUS

OF THE

CITY OF CORCORAN'S WATER SYSTEM



City of Corcoran

832 Whitley

Corcoran, Ca 93212

INTRODUCTION

The purpose of this report is to update council on the current status of the City of Corcoran's water system. It will provide in depth insight on the status of all nine groundwater wells. In addition, this report will deliver a brief description of the water treatment facility as well as ongoing challenges we are experiencing in regards to water demand and water quality.

BACKGROUND

The City of Corcoran obtains its water supply from nine groundwater wells. The well fields are generally located north and northeast of the city.

The city's wells have naturally incurring arsenic, nitrate, hydrogen sulfide, and color. The United States Environmental Protection Agency has established a maximum contaminant level (MCL) for arsenic of less than 10 PPB and nitrate of 45 mg/L. Currently, we have water wells that exceed both of these MCL's.

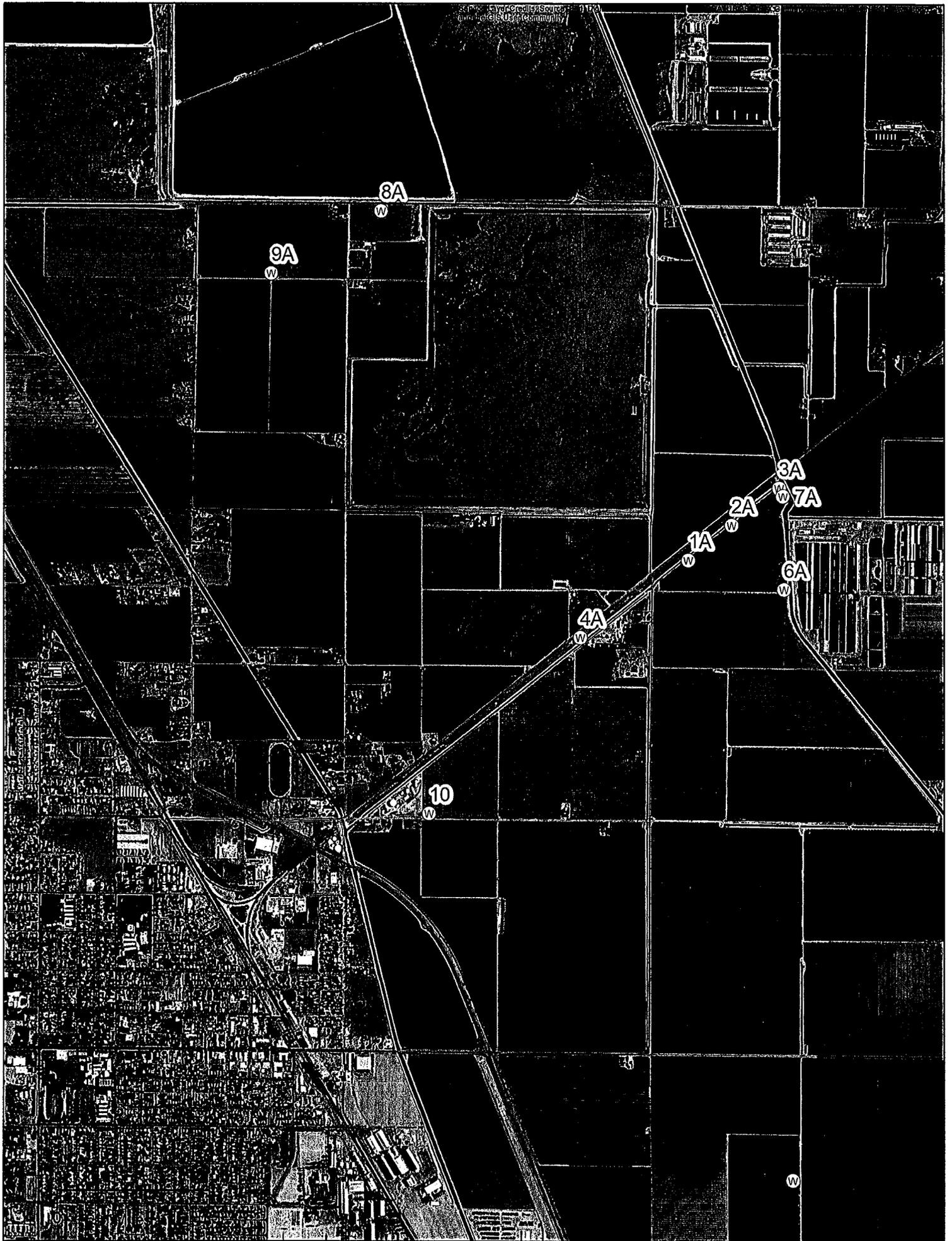
The City of Corcoran's 21MGD Water Treatment Plant (WTP) was built in 2006. The WTP was constructed to keep us in compliance with the EPA's new standards that decreased acceptable arsenic levels from less to 50 parts per billion to less than 10 parts per billion. The current raw water arsenic blend is approximately 20-25 parts per billion. Because of this, we were forced to construct a treatment facility.

OBJECTIVE

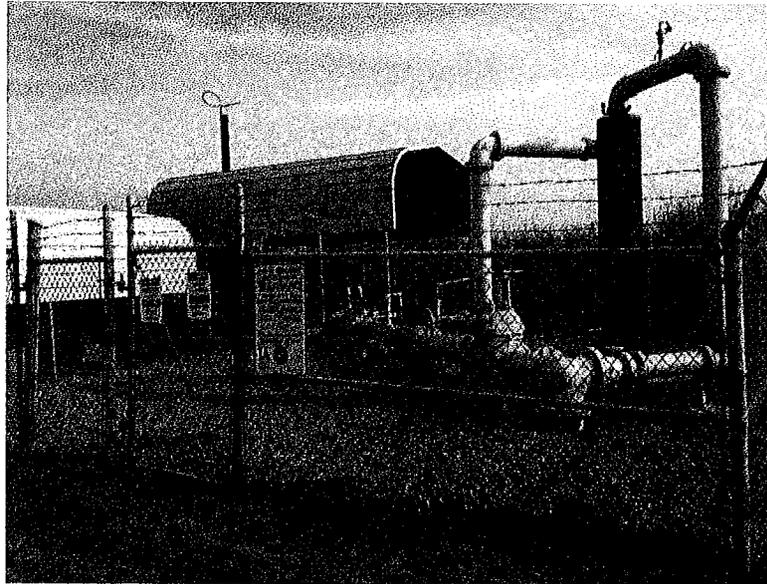
The water treatment facility has two primary regulatory objectives:

1. Treat groundwater by removing arsenic to a concentration equal to or less than the new arsenic MCL of 10 parts per billion
2. To operate the system to blend nitrate to a concentration equal to or less than the MCL of 45 mg/L

In order to meet these regulatory objectives, the product water of the water treatment plant will be operated to meet a goal of 8 parts per billion or 80% of the MCL for arsenic. The nitrate blending goal will be to produce finished water with nitrate no greater than 50% of the MCL.

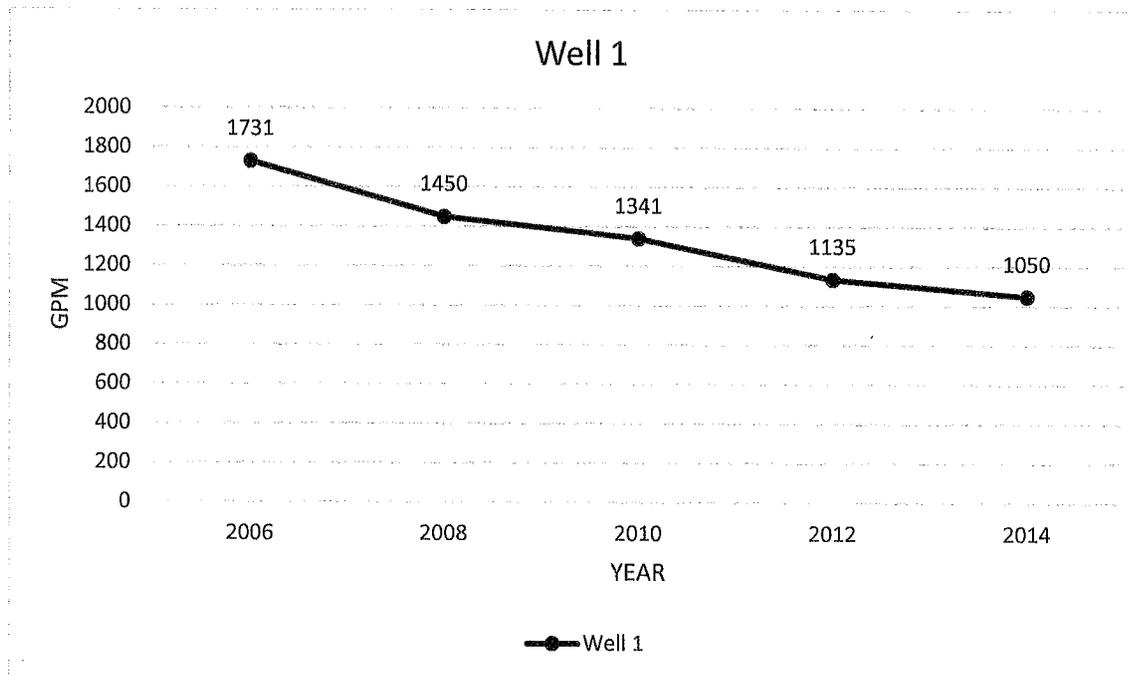


WELL NO. 1A

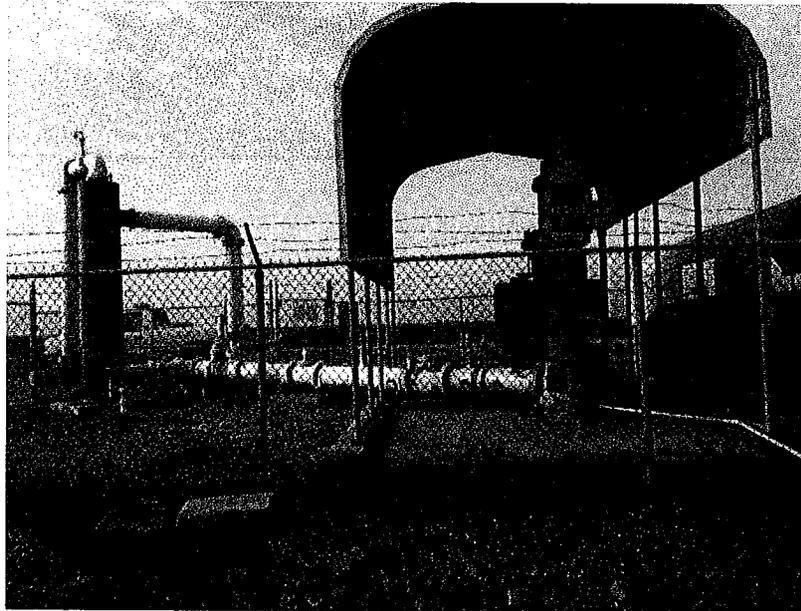


DESCRIPTION

Well No. 1A was drilled in 1975 to a depth of 510 feet with a design flow of 1500-2000 gal/min, it is perforated from 194 to 465 feet and has a 58-foot annular seal. The well is equipped with a 160-hp water lubricated DWT Floway pump and produces approximately 1300 gal/min. The well also has water that exceeds the nitrate MCL of 45 mg/L. The nitrate results range between 67 and 110 mg/L, this well must be tethered to well No. 6A and 7A for blending in the raw water tank at the WTP.



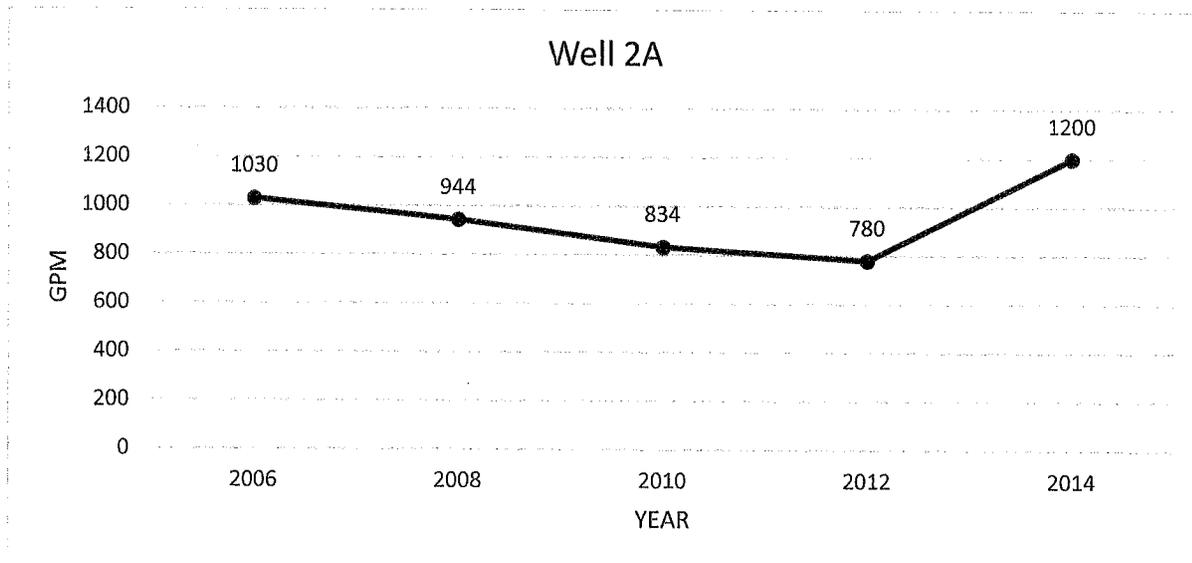
WELL NO. 2A



DESCRIPTION

Well No. 2A was drilled in 1975 to a depth of 510 feet with a design flow of 2000 gal/min, it is perforated from 217 to 467 feet and has a 52-foot annular seal. The well is equipped with a 150-hp water lubricated DWT Peerless pump and produces approximately 1200 gal/min. This well produces water that exceeds the MCL of nitrate. The MCL levels are currently above 100 mg/L, this well must be tethered to wells No. 6A and 7A for blending in the raw water tank at the WTP.

In the spring of 2014 this well was rehabilitated, well production went from 740gpm to 1200gmp.

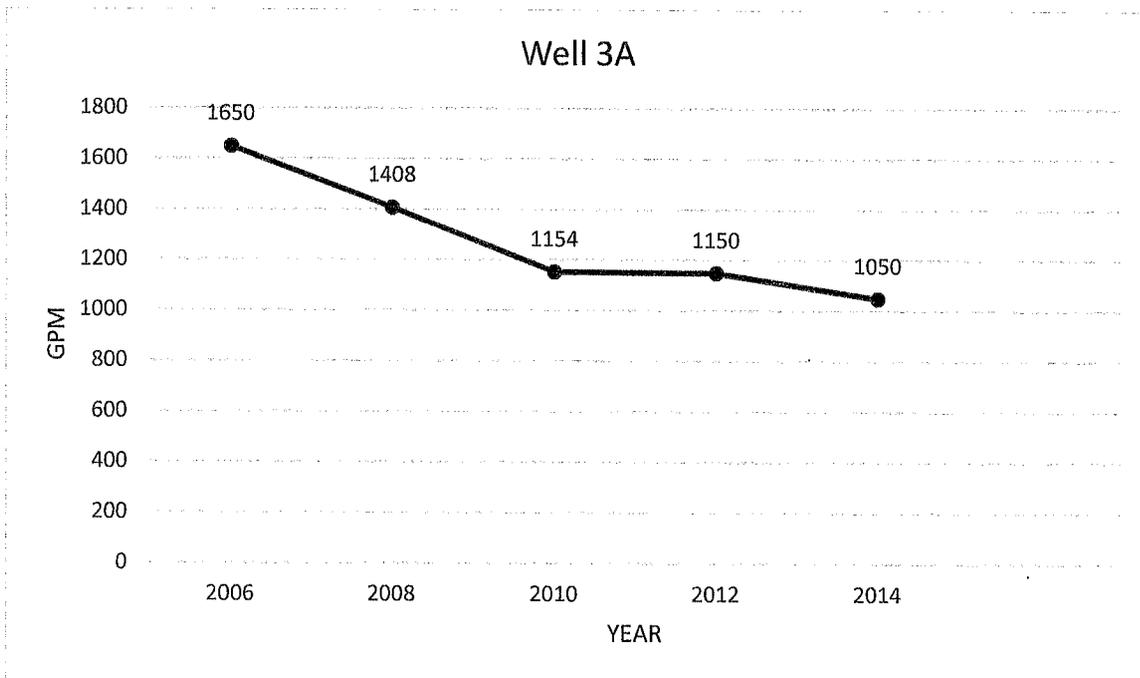


WELL NO. 3A



DESCRIPTION

Well No. 3A was drilled in 1987 to a depth of 477 feet with a design flow of 1300-1600 gal/min, it is perforated from 250 to 470 feet and has a 50-foot annular seal. This well is equipped with a 150-hp water lubricated DWT Floway pump and produces approximately 1100 gal/min. This well is blended in the raw water tank at the WTP.



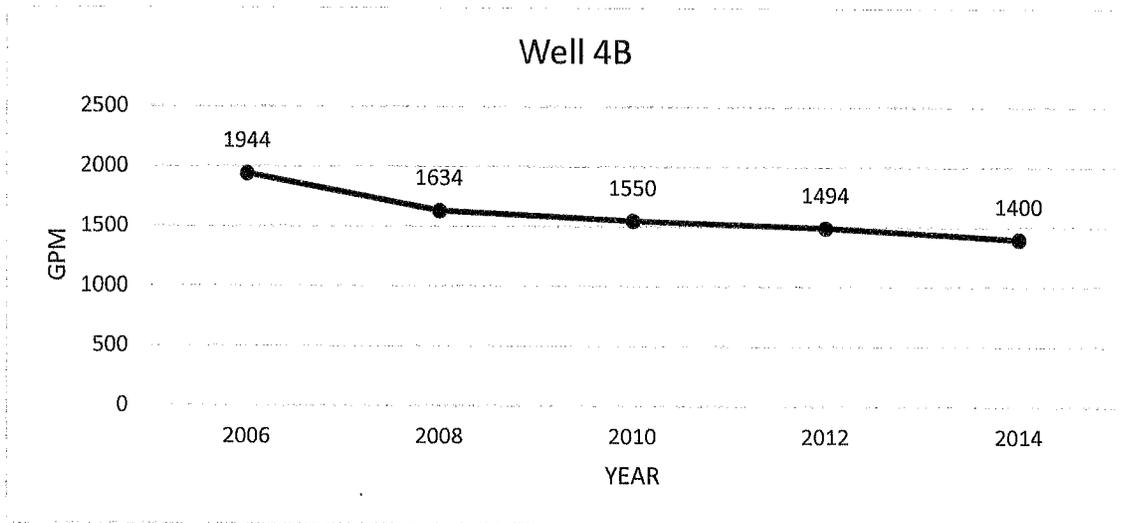
WELL NO. 4B



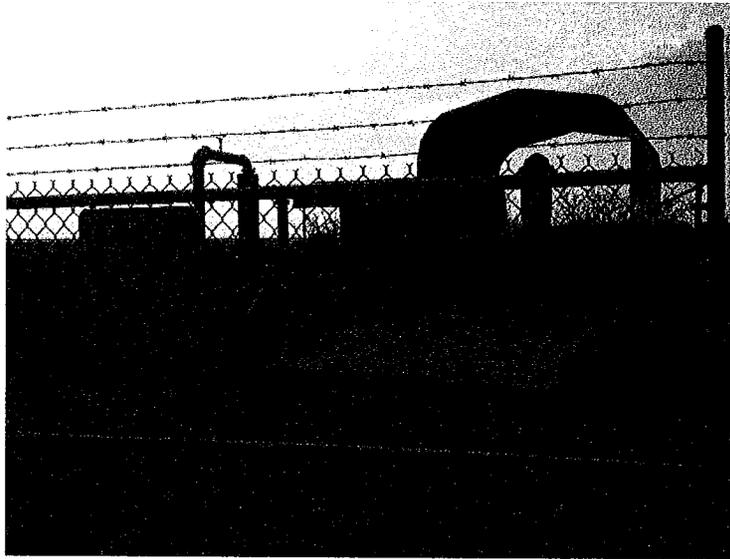
DESCRIPTION

Well No. 4B was drilled in 2006 to a depth of 505 feet, is perforated from 235 to 485 feet and has a 50-foot annular seal. The well is equipped with a 200-hp water lubricated DWT Floway pump and produces approximately 1600 gal/min. This well produces water that is high in hydrogen sulfide which is a secondary MCL. This well is blended in the raw water tank at the WTP.

Well 4A is currently undergoing a rehabilitation process for pump surging (most likely due to falling water) which includes: water washing, a chemical treatment process, and water jet surging. Once the rehab process is complete the well will then be lowered an additional 60 feet which will solve the pump surging issue.



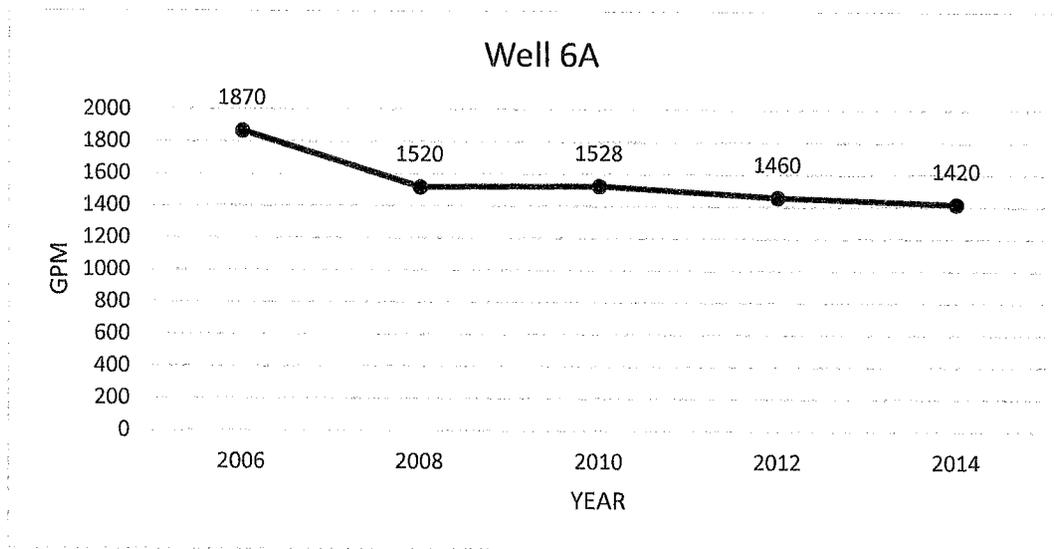
WELL NO. 6A



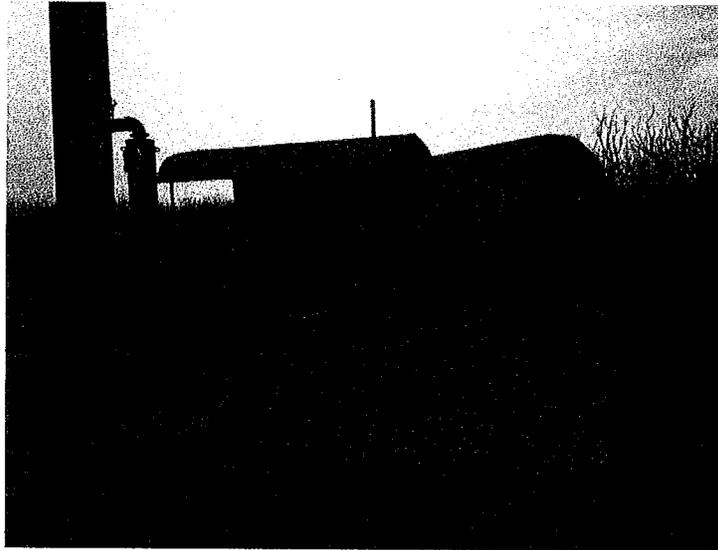
DESCRIPTION

Well No. 6A was drilled in 1997 to a depth of 1350 feet with a design flow of 1500 gal/min, it is perforated from 520 to 1130 feet and has a 470-foot annular seal. The well is equipped with a 300-hp water lubricated DWT Fairbanks Morse Model pump and produces approximately 1500 gal/min. The well produces water that is high in hydrogen sulfide which is a secondary MCL. This well is blended in the raw water tank at the WTP.

The benefit of well No. 6A is its nitrate levels are undetectable. This makes it an ideal well to blend with well No. 1A and 2A which have significantly high levels of nitrate.



WELL NO. 7A

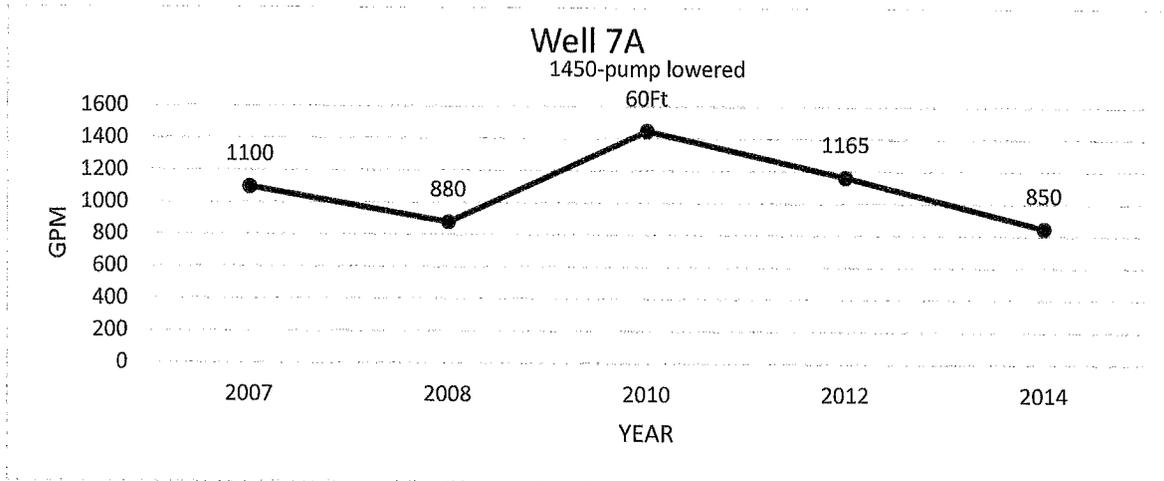


DESCRIPTION

Well No. 7A was drilled in 1997 to a depth of 1350 feet with a design flow of 1500 gal/min, it is perforated from 515 to 1000 feet and has a 485-foot annular seal. The well is equipped with a 300-hp water lubricated DWT Ingersoll-Dresser Model pump and produces water that is high in hydrogen sulfide and color which are secondary MCL's. This well is blended in the raw water tank at the WTP.

Well No. 7A is currently undergoing a rehabilitation process because of massive breaks in the well casing. Because of the severity of the breaks, the well must be re-drilled and patched as well as the standard rehab process.

The benefit of well No. 7A is its nitrate levels are undetectable. This makes it an ideal well to blend with well No. 1A and 2A which have significantly high levels of nitrate.



WELL NO. 8B

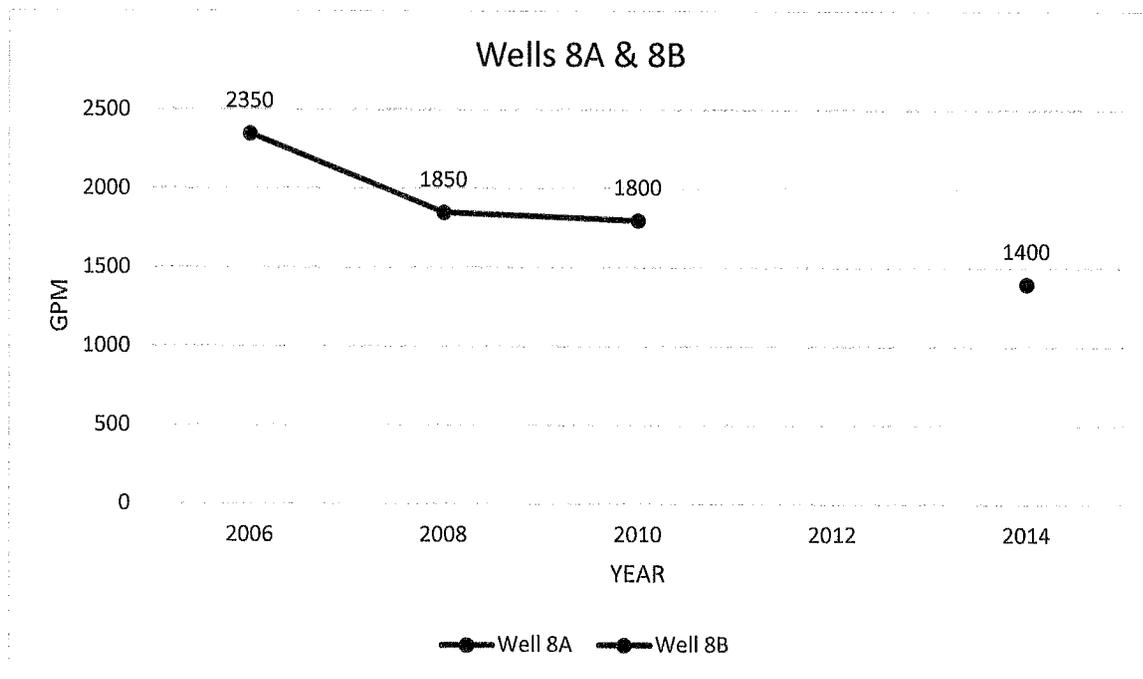


DESCRIPTION

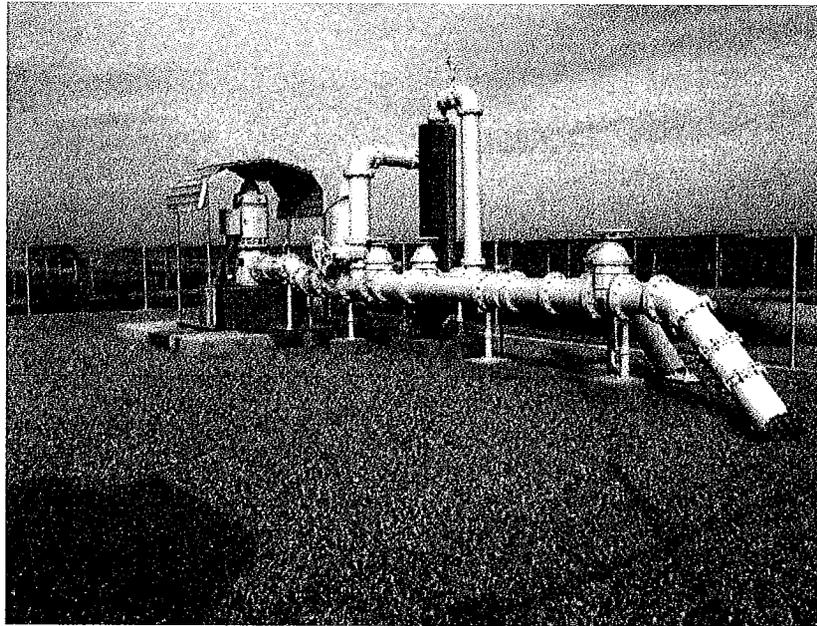
Well No. 8B was drilled in 2013 to a depth of 945 feet, is perforated from 340 to 490 feet and then from 550 to 880 feet. It has a 50-foot annular seal. The well is equipped with a 250-hp water lubricated DWT pump and produces approximately 1400 gal/min. This well is blended in the raw water tank at the WTP.

Well No. 8B is currently going through the permitting process in regards to Title 22 sampling procedures. This well is high in Gross Alpha, which is an indicator test for uranium and also has abnormally high total organic carbon test results along with positive results for coliform.

Well No. 8B was drilled to replace well No. 8A due to massive casing failure which occurred in 2012.



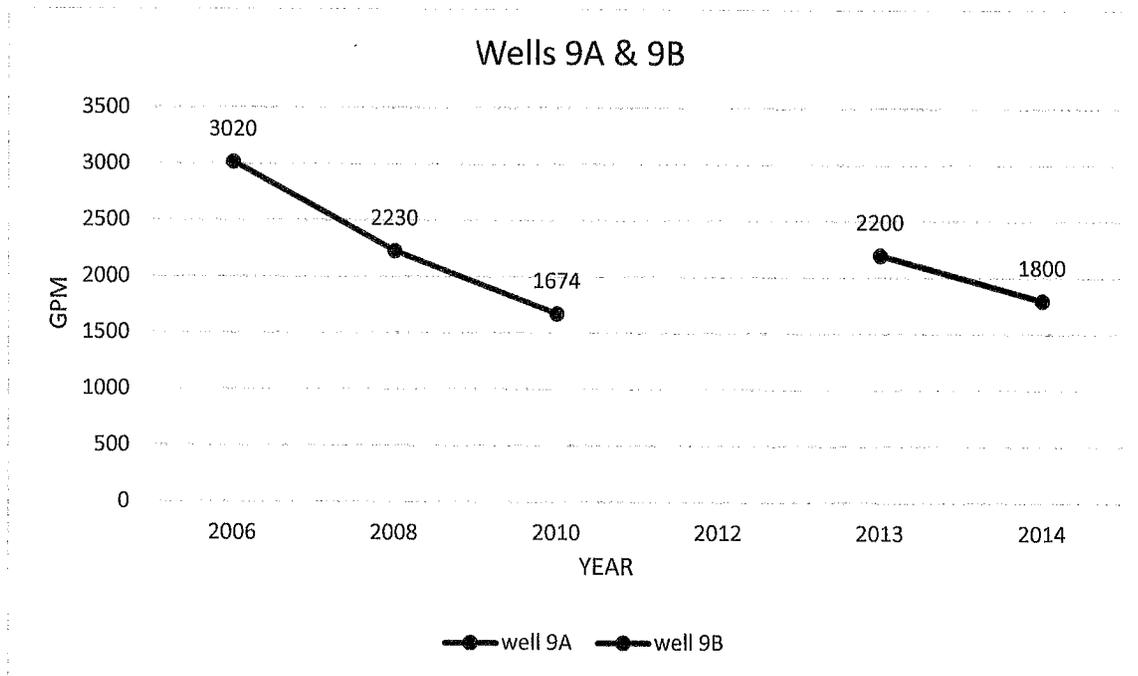
WELL NO. 9B



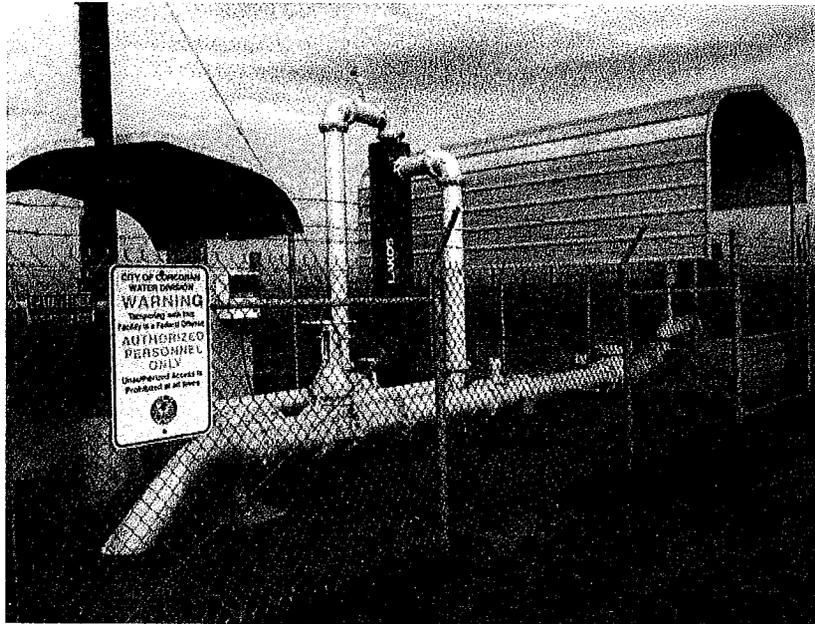
DESCRIPTION

Well No. 9B was drilled in 2012 to a depth of 900 feet and is perforated from 340 to 490 feet and then from 550 to 880 feet. It has a 350-foot annular seal. The well is equipped with a 350-hp water lubricated DWT pump and produces approximately 2000 gal/min. This well produces water that is high in hydrogen sulfide and color which are secondary MCL's. This well is blended in the raw water tank at the WTP.

Well No. 9B was drilled to replace well No. 9A due to massive casing failure which occurred in 2011.



WELL NO. 10A



DESCRIPTION

Well No. 10A was drilled in 1967 to a depth of 500 feet and is perforated from 226 to 500. It has a 60-foot annular seal. The well is equipped with a 150-hp water lubricated DWT pump and produces approximately 1400 gal/min. Well No. 10A was placed in active service in June 1999. Well No. 10A has been classified as a standby source due to hydrogen sulfide problems. This well is blended in the raw water tank at the WTP.

GENERAL WATER TREATMENT PLANT DESCRIPTION

The treatment process used at the Corcoran WTP is best described as oxidation followed by enhanced coagulation filtration through multi-media pressure filters. Ferric chloride is the primary coagulant. In layman's terms: arsenic molecules (alone) are too small to be absorbed by the filter media, ferric chloride is used to bond with the arsenic molecules to create a larger molecule which our filters can absorb.

TREATMENT PLANT PROCESSES AND EQUIPMENT

- Raw water mixing and blending in a .5 MG raw water storage tank
- Filter feed pump station with six, 2500 GPM pumps
- Ferric chloride, sodium hypochlorite, and Aluminum Sulfate storage and feed facilities
- Six dual-cell horizontal pressure filter vessels (2500 GPM max each) with anthracite coal and Silica Sand media
- 2.0 MG finished water reservoir (FWSR)
- Two .3 MG backwash reclaim tanks
- Programmable Logic Control (PLC) systems with SCADA

WATER DIVISIONS CURRENT ISSUES

The water division is currently working with Chad Seidel from Corona Environmental Consulting to get a recommendation on how to address the current issues our water system is facing.

Some of the main issues are as follows:

1. Water supply and water quality assessment
 - a. Develop potential future use strategies given current and potential future blending and treatment
 - b. Water quality review of all wells
 - c. Well No. 8A investigation due to high Total Organic Carbon results
2. Water treatment assessment
 - a. To determine filter loading difference between cell A and cell B

- b. Arsenic jar testing to determine optimum/minimum ferric dose with and without PH adjustment
 - c. Assess filter equipment challenges which are as follows:
 - i. Air vac valves
 - ii. Media loss
 - d. Evaluate sludge handling issues
 - i. Tank design
 - ii. Sludge dewatering equipment
 - e. Implement at full-scale optimum/minimum ferric dose with and without pH adjustment for jar testing.
 - i. Measure impacts on solids production
3. Additional efforts TBD based upon water supply and quality assessment and water treatment plant assessment.
- a. Other treatment needs
 - i. Surface water treatment rule requirements to address Total Color results of some wells
 - ii. Hydrogen sulfide odor treatment
 - iii. Total Organic Carbon treatment (e.g. if Well 8 results are confirmed and cannot be mitigated)

RESPONSE TO CURRENT STATUS OF STATE WATER CONTROL BOARD'S REPORT

In December 2014, we received a report from the State Resources Water Control Board regarding current well capacity and water demand. In the letter, the State Resources Water Control Board refers to Title 22 section code 64554 which outlines the criteria the city must comply with for Maximum Day Demand as well as Peak Hour Demand in GPM. It states we must meet both criteria without using our highest yielding well, which is 9B pumping 2,000 gal/min.

In 2013 the City's Maximum Day Demand was 6,903 gal/min, which means, we must meet this production number without well 9B online. Using updated well production numbers, the city falls short of 6,903 gal/min pumping only 6,200 gal/min. For Peak Hour Demand, the State Resources Water Control Board uses the Maximum Day Demand multiplied by (1.5) to get a Peak Hour Demand total which we must be able to maintain for 4 peak hours. In 2013 that number was 10,354 gal/min. Unfortunately, Corcoran does not meet the Peak Hour Demand requirements using only well groundwater. Instead, we are forced to tap into the four million gallons we have in storage. This however is a common practice our neighboring communities also use.

In the table below I have listed current production numbers as well as forecasted numbers for the summer of 2015. Once well 4B and well 7A are completed we will have a Maximum Day Demand of 9,000 gal/min which puts us 2,097 gal/min above our required Maximum Day Demand of 6,903 gal/min. As for Peak Hour Demand we will still fall short 1,354 gal/min below the requirement and must continue to utilize storage.

Source	Current Capacity(GPM)	Projected Capacity Summer2015(GPM)
Well No. 1A	1300	1300
Well No. 2A	1200	1200
Well No. 3A	1100	1100
Well No. 4B	0 (under repairs)	1600
Well No. 6A	1500	1500
Well No. 7A	0 (under repairs)	1200
Well No. 8B	1400 (offline)	1400 (offline)
Well No.9B	2000	2000
Well No. 10 A	1100	1100
Total	8200	11000

Conclusion

As many of you know, we are in the midst of yet another drought with little to no snow pack in the Sierra's. January 2015 has been classified as the driest month on record. This means we should expect the aquafer we pull water from to be heavily pumped again this year, which ultimately decreases our wells capacity levels.

I believe the projected summer well capacity numbers are deceiving. The numbers indicate that by summer 2015 our wells should pump out enough water to meet Maximum Day Demand regulations. However, I find these numbers to be misleading because historically, we have lost at least one well every summer due to well casing failure, electrical failure, and receding water tables (See below for examples). Depending on which well we lose, we may or may not be able to meet our Maximum Day Demand requirements. For example, well No. 6A and 7A both have undetectable nitrate levels and are used for blending high nitrate wells No. 1A and 2A. If we were to lose both well No. 6A and 7A we would then also lose either well No. 1A or 2A. We then would not be able to run both high nitrate wells at the same time while still staying in compliance. Therefore, we would only have a well total capacity of 7,100 gal/min -which does not meet the state's requirement for MMD. We would also be very close to our own Maximum Day Demand of 9.4 million gallons per day.

Listed below are examples of well failures we have experienced in the last four years:

- Summer 2014 we lost well 7A due to casing failure
- Summer 2013 we lost well 2A due to receding water table
- Summer 2012 we lost well 8A due to casing failure

- Summer 2011 we lost well 9A due to casing failure

This is the reason why I believe it is in the City's best interest to drill a new, high yielding well. Also, if this drought continues I would recommend drilling another well in 2016, especially since well No. 1, 2, and 3 are approaching 40 years of service and are all around the same depth.

Finally, in regards to water plant upgrades we will rely on our report from Chad Seidel from Corona Environmental Consulting to direct us in which way we should go on addressing the:

- Water quality assessment
- Sludge handling and disposal

CORCORAN

**PUBLIC HEARING
ITEM # 5-A**

TO: Corcoran City Council

FROM: Steve Kroeker, City of Corcoran Public Works Director

DATE: February 11, 2015 **MEETING DATE:** February 17, 2015

SUBJECT: Public Hearing to obtain comments regarding Unmet Transit Needs and consider Adoption of Resolution No. ____ regarding Unmet Transit Needs

Recommendation: Voice Vote

That the Council adopts Resolution No. ____ with one of the following findings:

1. There are no unmet transit needs.
2. There are no unmet transit needs that are reasonable to meet.
3. There are unmet transit needs, including needs that are reasonable to meet.

Discussion:

At the February 17, 2015 Council Meeting, the City Council will be conducting a public hearing mandated by State Law, to allow the opportunity for public input on whether or not there are transit needs in the community that are reasonable to meet and are not being met by our existing services. At the conclusion of the hearing, the Council will be requested to adopt Resolution No. ____ with one of the above-listed findings.

The California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC). When claims are received for LTF money for purposes not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the following items must be considered first:

- a) Low mobility person's transit needs
- b) Adequate accessible public transit service is available in the jurisdictions of each claimant
- c) Alternative transit services

Once these elements have been addressed the City of Corcoran is free to use any remaining balance of LTF funds for the purpose of street and road maintenance. The City of Corcoran has historically used all of its available LTF funds for transit related activities. We are in a position where we will be able to use some of these funds for streets and roads maintenance activities in this budget year and hopefully in the next.

At this time, staff is unaware of any unmet transit needs in the community. The City always has forms available for comment from the users of this service and for the community to notify us of any needs not being met. Unless new issues are raised during the hearing, staff would recommend the adoption of Resolution No. ____ indicating there are no unmet transit needs.

Budget Impact:

There is the potential for additional funds to be available for streets and roads maintenance activities in the City of Corcoran.

RESOLUTION NO. 2767

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN FINDING
NO UNMET TRANSIT NEEDS AND MAKING A CLAIM FOR LOCAL
TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC); and

WHEREAS, when claims are received for LTF money for purposes not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the TPC shall insure that:

- a) Low mobility person's transit needs have been considered,
- b) Adequate accessible public transit service is available in the jurisdictions of each claimant has been considered,
- c) Alternative transit services have been considered; and

WHEREAS, pursuant to Public Utilities Code, Section 99238.5, the City of Corcoran held a duty noticed public hearing on February 17, 2015 and for the purpose of soliciting comments on the unmet transit needs that may exist within the City of Corcoran transit service area and that may be reasonable to meet by establishing or contracting for new public transportation services or specialized transportation services or by expanding existing services; and

WHEREAS, at said public hearings, testimony was provided concerning; and

WHEREAS, that based on a review of transit services being provided, the testimony received, recent transit studies, and a review of the Regional Transportation Plan which addresses the needs for transit services:

NOW, THEREFORE, BE IT RESOLVED, that there are _____ within the jurisdictions of the City of Corcoran that are _____.

BE IT FURTHER RESOLVED, that after consideration of all available information compiled pursuant to Public Utilities Code, Section 99401.5(a), (b), and (c), that the City Council of the City of Corcoran finds that there are no unmet transit needs that are reasonable to meet. That the City of Corcoran City Manager is authorized to execute and file all claims or any other document required by the Department. That the City of Corcoran City Manager is authorized to provide additional information as the Department may require in connection with the application and is authorized to submit and approve requests for reimbursement of funds from the Department.

The foregoing Resolution was adopted on a motion by Council Member _____ and seconded by Council Member _____, at a regular meeting held on the 17th day of February 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Jerry Robertson, Mayor

ATTEST:

Kindon Meik, Acting City Clerk

CLERKS CERTIFICATE

I, Kindon Meik, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 17th day of February 2015, by the vote as set forth therein.

DATED:

Kindon Meik, Acting City Clerk

City of

CORCORAN

Police Department

FOUNDED 1914

February 3, 2015

STAFF REPORT

ITEM #: 7-A

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Multi-Hazard Mitigation Plan

Recommendations: (VV)

That council approves and adopts, by resolution 2766, the Multi-Hazard Mitigation Plan.

Discussion:

The purpose of natural hazards mitigation is to reduce or eliminate long-term risk to people and property from natural hazards. Corcoran, along with other Kings County Jurisdictions participated in the development of this multi-hazard mitigation plan to reduce future losses to the community resulting from natural hazards. The plan also was prepared to meet the requirements of the Disaster Mitigation Act of 2000 and to achieve eligibility for the Federal Emergency Management Agency (FEMA) Grant Programs.

Budget:

No negative impact on the budget.

Reuben Shortnacy, Chief of Police

RESOLUTION NO. 2766

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN,
CALIFORNIA, ADOPTING THE KINGS COUNTY MULTI-HAZARD
MITIGATION PLAN.**

WHEREAS, the Board of Supervisors of the County of Kings, (the "Board" and the "County" respectively) recognizes the threat that natural hazards pose to people and property within the County; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, The County fully participated in the FEMA-prescribed mitigation planning process to prepare this 2012 Multi-Hazard Mitigation Plan which shall replace the previous 2008 Multi-Hazard Mitigation Plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the "Kings County, California Multi-Hazard Mitigation Plan" (the "Plan") and approved it contingent upon this official adoption by the Board.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Board hereby adopts the Plan as its official multi-hazard mitigation plan.
2. That the Board will submit this Adoption Resolution to the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials to enable the Plan's final approval.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on February 17, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____

Mayor

ATTEST: _____

Kindon Meik, Acting City Clerk

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss.
CITY OF CORCORAN)

I, Kindon Meik, Acting City Clerk of the City of Corcoran, do hereby certify that the foregoing Resolution was duly passed and adopted at a regular meeting of the Corcoran City Council called and held on February 17, 2015, by the vote as set forth therein.

DATED: February 18, 2015

Kindon Meik, Acting City Clerk

To view a copy of
the complete Multi-Hazard Mitigation Plan

Please Contact:

Kindon Meik
City Manager
At 559-992-2151, ext. 228

Or

the City Clerk's Office at;

City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212
559-992-2151, ext. 228 or 227

Or

on the City's website at:

<http://www.cityofcorcoran.com/citygov/agendas.asp>
click on Council Agenda for 02/17/2015

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: February 12, 2015

MEETING DATE: February 17, 2015

SUBJECT: Consider agreement for engineering services with Quad Knopf, Inc.

Recommendation: (Voice Vote)

Authorize City Manager to sign agreement with Quad Knopf, Inc. for engineering services.

Discussion:

Chapter 7, Article G of the City's municipal code outlines the duties and responsibilities of the City Engineer as they pertain to public works and infrastructure projects. Since 1979, the City has contracted with Quad Knopf, Inc. to serve as the City Engineer. The current engineering services contract is a broad agreement that has had few revisions in the last 35 years.

In an effort to standardize its agreements, Quad Knopf has requested that the City sign a new contract for engineering services with a three-year term that would expire in 2018. With the agreement, Quad Knopf will serve as the City's engineer but the City will continue to have the flexibility to utilize the services of other engineering and planning firms based on the nature of the project to be completed.

Budget Impact:

There will be no change in the hourly rate currently charged by Quad Knopf, Inc. for engineering services. Engineering services are funded from the "professional services" or "capital outlay" line items of the budget approved by Council. Engineering services on specific projects are included in the overall cost of the project and are likewise presented to Council for approval.

Attachment:

Agreement with Quad Knopf, Inc.

**AGREEMENT FOR CITY ENGINEERING SERVICES
BETWEEN
THE CITY OF CORCORAN AND
QUAD KNOPF, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Corcoran ("City") and Quad Knopf, Inc., ("Consultant") (together referred to as the "Parties") as of _____, 20____ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the Engineering Services described in the Scope of Work attached as Exhibit "A", and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until December 31, 2017. Thereafter, said agreement is hereby authorized to be extended for successive one-year terms unless and until written notice to the contrary is given by the City or by the Consultant. However, this clause shall not be construed to affect the rights of the City or the Consultant to terminate the Agreement in accord with Section 7. Consultant shall complete the work described in Exhibit "A", unless the term of the Agreement is otherwise terminated, as provided for in Section 7.
- 1.2 Standard of Care.** Consultant shall perform all services required pursuant to this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. Consultant shall not assign a former employee of City to perform services at the City without City's written consent.

The following personnel shall be designated:

City Engineer	Joel R. Joyner
Assistant City Engineer	Monique Mello
City Surveyor	Joel R. Joyner
Assistant City Surveyor	TBA _____

- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant the hourly rates described in Exhibit "B", notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit "A", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

- 2.1 **Invoices.** Consultant shall submit invoices, at least monthly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- 2.1.1 The beginning and ending dates of the billing period;
- 2.1.2 A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion (a fixed fee proposal);
- 2.1.3 At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense (a time and materials proposal);
- 2.1.4 The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder (a time and materials proposal);

- 2.2 **Monthly Payment.** Consultant shall submit monthly invoices, based on services satisfactorily performed, and for authorized reimbursable costs incurred. Upon receipt of such invoice, the City shall have fifteen (15) calendar days to review the invoice and to notify Consultant of any discrepancies that the City believes may exist in said invoice. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit "B". Fees shall be reviewed annually on or after January 1 of each calendar year and may be adjusted upon the written mutual consent of both parties hereto.

- 2.4 **Reimbursable Expenses.** Reimbursable expenses shall be billed per the rates described in Exhibit "B". Reimbursable expenses shall be reviewed annually on or after January 1 of

each calendar year and may be adjusted upon the written mutual consent of both parties hereto.

- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 7, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination provided Consultant has complied with all the terms of this agreement including without limitation to Section 8 herein. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 3.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.
- 3.2 Commercial General and Automobile Liability Insurance.**
- 3.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, and employees, are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees,. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

3.3 Professional Liability Insurance.

3.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate covering the licensed professionals' errors and omissions.

3.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least two years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of two years after completion of work under this Agreement.

3.4 All Policies Requirements.

3.4.1 Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those certificates. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them.

3.4.3 Waiver of Subrogation. With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

3.4.4 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligent acts, errors, omissions or willful

misconduct in its performance of the Services, except such Liability caused by the negligence or willful misconduct of City.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

Section 5. STATUS OF CONSULTANT.

- 5.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.2 Consultant not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 6.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 6.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of that are legally required to practice their respective professions.

Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 6.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract required in the performance of this agreement.

Section 7. TERMINATION AND MODIFICATION.

- 7.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination provided Consultant has performed all services required of it to be performed.

- 7.2 Amendments.** The parties may amend this Agreement only in writing and signed by all the parties.

- 7.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Consultant's Performance.** The work and all records relating to it, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents developed by Consultant during the period of performance of this agreement is work product and shall be deemed to be the property of Consultant and City for their individual or joint use. A copy of such information will be provided to the City as requested by the City. Any reuse by City without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- 8.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3 **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Kings or in the United States District Court for the Eastern District of California.
- 9.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 9.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 9.5 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

It is understood and agreed that as Consultant, Quad Knopf shall not undertake work for private clients, except for services that have no relationship to any area of the City's jurisdiction or discretionary authority, within the corporate limits or immediate area of influence of the City throughout the duration of this Agreement. Should any of Quad Knopf's clients for projects in other geographic areas undertake work within the City's jurisdiction or discretionary authority, Quad Knopf shall advise the City. In such cases, at the City's sole election, City may obtain replacement City Engineering Services to review, inspect and approve such developments in order to avoid an actual or the appearance of conflict. If desired by City, Quad Knopf will assist City in such replacement effort.

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 9.6 **Project Representation.** Consultant and City shall each designate in writing within ten (10) days from the date of execution of this agreement a representative who shall be responsible for coordinating the efforts of their respective party with regard to the performance of the work as set forth under this Agreement. Representation may be changed upon the mutual agreement of the City and Consultant.
- 9.7 **Responsibilities of City.** The City shall:
- 9.7.1 Provide full information as to requirements for work performed under this Agreement.
 - 9.7.2 Assist Consultant by placing at his disposal available information pertinent to the work performed including previous reports and other data; all of which Consultant may rely upon in performing the services agreed upon.
 - 9.7.3 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services.
 - 9.7.4 Except when determined not to be in the City's best interest, utilize the services of

the Consultant for all of those professional services described in Exhibit A hereto.

9.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices. Any written notice to Consultant shall be sent to:

*Janel Freeman
Chief Financial Officer
P.O. Box 3699
Visalia, CA 93278
janelf@quadknopf.com*

Any written notice to City shall be sent to:

9.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits "A", "B" represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit "A" Scope of Services
Exhibit "B" Fee Schedule

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF _____

QUAD KNOPF, INC.

BY:
TITLE:

BY: Janel Freeman
TITLE: CFO

**EXHIBIT A
SCOPE OF SERVICES
ON-CALL PROFESSIONAL SERVICES**

Scope of Services

Professional services to be performed Consultant on an as-needed basis as provided herein may include, but are not limited to [City reserves the right, at its sole discretion, to modify, add to or subtract from, any services to be performed, whether listed herein or not. Further, City reserves the right, at its sole discretion, to utilize the services of other persons/entities if it so desires.]:

Civil Engineering

- Plan checking for new residential subdivisions, commercial, and industrial improvement projects
- Hydraulic analysis of the City's water, sewer, and storm drainage facilities
- Evaluating the City's utilities
- Engineering services or field engineering work on the City's public facility construction projects
- Opinion of probable construction costs
- Special study work on specific projects
- Engineering work related to construction projects, including design, plan and specifications preparation.
- Street and Road Design
- Infrastructure Master Plans and Fee Studies
- Site Plan Review Participation
- Represent City at public or other meetings

Traffic Engineering

- Traffic Engineering Design and Reports
- Bicycle and Pedestrian Facilities
- Speed Studies
- Traffic Signalization, Striping and Signage
- Safe Routes to School

Comprehensive and Environmental Planning

- General Plans
- Comprehensive and Specific Plans
- Master Planning
- CEQA and NEPA compliance
- Housing Studies
- Zoning Ordinances
- Air Quality/ISR

Landscape Architecture

- City and Regional Master Plans
- Open Space/Recreation Area/Park Plans and Design
- Pedestrian Circulation Master Plans and Design
- Color Graphic renderings

Biology & Environmental Services

- Plant and Wildlife Species Surveys
- Ecosystem Evaluations
- Wetland Delineations
- Local, State and Federal Agency Permitting
- Habitat Conservation Plans
- Revegetation Planning and Monitoring
- Construction Monitoring

Construction Related Services

- Construction Management
- Construction Observation

- Project Coordination
- Contract Administration
- Claims Analysis and Support
- Scheduling and Cost Estimating
- State-approved Labor Compliance Program

Surveying/GIS

- Topographic, ALTA, Boundary and Cadastral Surveys
- Construction Staking
- Right-of-way Acquisitions
- Parcels Maps
- Data Integration Services
- Road and Sign Attribute Inventories
- GIS Strategies and Implementation Plans
- Aerial Photography Coordination
- Web-based GIS Systems

Opinions of Probable Construction Cost

Any opinion of probable construction cost prepared by the Consultant represents a judgment as a professional and is supplied for the general guidance of the City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the City.

Construction

The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop or reject the work of the construction contractor.

Contractor Indemnification/Insurance

The City will include in the general conditions of any construction contract, language which states that the construction contractor is required to hold harmless and defend the City, Consultant, and their agents, employees and consultants, from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed there under. The City, Consultant, their agents, employees and all other consultants shall also be named as additional insureds in any construction contractor's insurance policies.

Additional Services

Consultant shall be compensated by City for additional services provided by Consultant as requested in writing by City in accordance with the Hourly Rate Schedule in effect at the time of performance of the additional services and subject to any maximum amount mutually agreed to in writing.

Exhibit B

A 10% Discount will be applied to Professional Services at the time of invoicing shall be reviewed annually on or after January 1 of each calendar year and may be adjusted upon the written mutual consent of both parties hereto.



2015 Charge Rate Schedule

Office:

Technical Services

Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Technician	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour

Professional Services

Engineering/Survey

Assistant Engineer/Surveyor	\$110 /hour
Associate Engineer/Surveyor	\$133 /hour
Senior Associate Engineer/Surveyor	\$156 /hour
Senior Traffic Designer	\$156 /hour
Senior Engineer/Surveyor	\$180 /hour
Principal Engineer	\$199 /hour

Planning/Environmental/Entitlement/Landscape Architecture

Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Entitlement Specialist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist/Entitlement Specialist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour

Field:

Construction Management

Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Senior Associate Construction Manager	\$148 /hour
Senior Construction Manager	\$165 /hour
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour

Surveying

One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2015. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORT
ITEM #: 7-C

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: February 12, 2015

MEETING DATE: February 17, 2015

SUBJECT: Authorize City Manager to sign estoppel certificate for Dominion Solar Holdings, Inc.

Recommendation: (Voice Vote)

Authorize City Manager to sign estoppel certificate for Dominion Solar Holdings, Inc.

Discussion:

In 2010, the City signed a land lease with EDF Renewable Energy for a solar project on Nevada Avenue between 5 ½ Ave. and 5th Ave. (City well land). EDF will soon complete the project and upon doing so will assign the lease to Cottonwood Solar, LLC, subsidiary of and fully owned by EDF. After that assignment, Dominion Solar Holdings will acquire the equity interests in Cottonwood Solar from EDF. The assignments and transfers are allowed under our current lease agreement. The transfer of ownership will not affect the lease with the City.

The requested estoppel is signed by the City as the Lessor and documents that EDF is current in its rents and has complied with all aspects of the lease. The City Attorney has reviewed the estoppel certificate and corresponding documentation provided by EDF.

Budget Impact:

None.

Attachment:

Estoppel certificate for Dominion Solar Holdings.

City Offices

832 Whitley * Corcoran, CA 93212 * Phone 559-992-2151 * www.cityofcorcoran.com

ESTOPPEL CERTIFICATE

This Estoppel Certificate (this "Estoppel Certificate"), dated as of [_____, 2015 is executed by the City of Corcoran ("Lessor") for the benefit of Dominion Solar Holdings, Inc., a Virginia corporation ("Purchaser").

RECITALS

A. Lessor owns the real property and related interests located in Kings County, in the State of California, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"). Cottonwood Solar, LLC, a Delaware limited liability company ("Lessee"), and Lessor entered into that certain Solar Land Lease, dated as of February 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Solar Lease"). Lessee is developing a solar energy generating facility located on the Premises.

B. Purchaser shall, if certain conditions precedent are satisfied including the execution and delivery of this Estoppel Certificate, purchase 100% of the equity interests in Lessee (the "Transaction").

C. Lessor has agreed to execute and deliver this Estoppel Certificate.

NOW THEREFORE, in consideration of the foregoing, and in recognition that Purchaser is relying on the accuracy of the representations and warranties contained in this Estoppel Certificate in entering into the Transaction, Lessor hereby acknowledges, agrees and represents and warrants as follows:

AGREEMENT

1. The execution, delivery and performance by Lessor of this Estoppel Certificate and the Solar Lease have been duly authorized by all necessary corporate or other action on the part of Lessor.

2. The Solar Lease is in full force and effect and constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

3. The Solar Lease has not been amended, assigned or supplemented, since the date of its execution, except as shown on Exhibit B attached hereto.

4. To the best of Lessor's knowledge, Lessee is not in default of any of its obligations under the Solar Lease, nor do there presently exist any material disputes between Lessor and Lessee under the Solar Lease. The rent, fees and other sums due and payable under the Lease have been paid through the date of this Estoppel Certificate.

5. Lessor is the sole current Lessor and holder of the fee interest in the Premises and has not assigned, sublet, hypothecated, leased or otherwise transferred its interests, or any portion thereof, in and to the Premises or under the Solar Lease, and has not executed any mortgage, deed of trust or other consensual lien encumbering Lessor's interest in the Premises or

the Solar Lease. Any future mortgage or other security interest in Lessor's interest in the Premises shall be made subject to an agreement to recognize and not disturb the Lease so long as Lessee is not in default under the Lease. Lessor shall send to Lessee a copy of any notice of default, termination or foreclosure received by Lessor under any superior mortgage, deed of trust or other security agreement affecting the Premises, or under any superior lease.

6. No voluntary actions or, to Lessor's knowledge, involuntary actions are pending against Lessor under the insolvency or bankruptcy laws of the United States or any other jurisdiction.

7. This Estoppel Certificate shall inure to the benefit of Lessee and its principals, successors, heirs, administrators, and assigns.

8. This Estoppel Certificate may be executed and delivered by facsimile or other electronic means (*e.g.*, e-mail transmission of version in .pdf format) and shall be legally binding on the party so executing and delivering such counterpart, provided that an original signature is delivered thereafter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Estoppel Certificate to be duly executed and delivered by their duly authorized officers as of the date first above written.

LESSOR:

CITY OF CORCORAN

By: _____

Name:

Title:

EXHIBIT A

LEGAL DESCRIPTION

LEASE AREAS LEGAL DESCRIPTION:

WITHIN PARCEL 1: (APN 034-012-015 & 034-012-016)

PORTION OF THE NORTH ONE-THIRD OF THE NORTH HALF OF THE NORTHWEST 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S 00°58'55" W, A DISTANCE OF 130.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 89°40'41" E, A DISTANCE OF 2523.12 FEET;
THENCE N 00°52'41" E, A DISTANCE OF 100.00 FEET;
THENCE S 89°40'41" E, A DISTANCE OF 81.00 FEET;
THENCE S 00°52'41" W, A DISTANCE OF 408.58 FEET;
THENCE N 89°38'39" W, A DISTANCE OF 2604.66 FEET;
THENCE N 00°58'55" E, A DISTANCE OF 307.04 FEET TO THE TRUE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 18.59 ACRES, MORE OR LESS.

WITHIN PARCEL 3: (APN 034-012-002)

PORTION OF 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S 37°25'41" W, A DISTANCE OF 50.11 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 00°39'23" W, A DISTANCE OF 1277.42 FEET;
THENCE N 89°32'10" W, A DISTANCE OF 1181.72 FEET;
THENCE N 00°22'11" W, A DISTANCE OF 109.69 FEET;
THENCE N 89°47'08" W, A DISTANCE OF 167.34 FEET;
THENCE S 00°26'14" E, A DISTANCE OF 108.96 FEET;
THENCE N 89°32'10" W, A DISTANCE OF 1219.85 FEET;
THENCE N 00°52'41" E, A DISTANCE OF 1245.85 FEET;
THENCE S 89°36'59" W, A DISTANCE OF 2653.99 FEET TO THE TRUE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 73.21 ACRES, MORE OR LESS.

Total acreage leased: 136.5 acres.

WITHIN PARCEL 2: (APN 034-012-019 & 034-012-020)

PORTION OF THE SOUTH ONE-THIRD OF THE NORTH HALF OF THE NORTHWEST 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S 00°58'55" W, A DISTANCE OF 874.10 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 89°36'37" E, A DISTANCE OF 2605.44 FEET;
THENCE S 00°52'41" W, A DISTANCE OF 313.58 FEET;
THENCE N 89°34'35" W, A DISTANCE OF 125.00 FEET;
THENCE S 00°52'41" W, A DISTANCE OF 125.00 FEET;
THENCE N 89°34'35" W, A DISTANCE OF 2481.22 FEET;
THENCE N 00°58'55" W, A DISTANCE OF 437.05 FEET TO THE TRUE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 25.82 ACRES, MORE OR LESS.

WITHIN PARCEL 4: (APN 034-013-001)

PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, 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 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S 00°39'23" W, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 89°31'25" E, A DISTANCE OF 488.35 FEET;
THENCE S 00°15'14" E, A DISTANCE OF 110.99 FEET;
THENCE N 89°59'15" E, A DISTANCE OF 166.78 FEET;
THENCE N 00°21'20" W, A DISTANCE OF 109.57 FEET;
THENCE S 89°31'25" E, A DISTANCE OF 672.19 FEET;
THENCE S 00°39'40" E, A DISTANCE OF 659.24 FEET;
THENCE N 89°32'42" W, A DISTANCE OF 1327.09 FEET;
THENCE N 00°39'23" E, A DISTANCE OF 659.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LEASE AREA CONTAINS 18.88 ACRES, MORE OR LESS.

EXHIBIT B

LEASE AMENDMENTS/ASSIGNMENT/MODIFICATIONS

1. First Amendment to Solar Land Lease dated January 16, 2014.

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

MEMO

TO: Governing Board of the Corcoran Successor Agency
FROM: Kindon Meik, City Manager
DATE: February 12, 2015 **MEETING DATE:** February 17, 2015
SUBJECT: Authorize NHA Advisors to prepare a financial strategic plan.

Recommendation: (Voice Vote)

Approve the proposed scope of work and authorize the City Manager to sign an agreement with NHA Advisors to prepare a financial strategic plan.

Discussion:

In November 2014, the City (Successor Agency) contracted with NHA Advisors to provide basic financial advisory services. At the time, NHA Advisors assisted the City with its municipal continuing disclosure requirements associated with City and RDA bonds. The agreement allows for additional financial services contingent upon the approval of a proposed scope of work.

Following multiple discussion, NHA Advisors has submitted a proposal to create a financial strategic plan to help ensure fiscal sustainability in the upcoming years. The plan is intended to serve as a resource or tool for the City/Successor Agency in its financial decision making. Specifically, the plan will consider revenue/expense projections for the next five years to help determine adequate budgets that maintain services in the community.

Budget Impact:

The proposed scope of work will include a “not to exceed” amount of \$17,500. All costs associated with the project will be paid out of the Successor Agency admin allocation.

Attachment:

Proposed scope of work.

EXHIBIT C

OBJECTIVE, SCOPE OF SERVICES AND COMPENSATION SCHEDULE:

CITY OF CORCORAN/SUCCESSOR AGENCY ("CITY") FIVE YEAR FORECAST / FISCAL SUSTAINABILITY PROJECT

Objective. City/Successor Agency (hereafter "City") requires a financial tool from which to plan and make informed decisions regarding its future operations, equipment and facility requirements. City has determined a five-year financial model will assist and enhance its governing board and senior staff to prioritize and plan for its short-term, intermediate-term and long-term operational and capital needs.

The City seeks to proactively, and transparently, chart its financial course. The City shall seize upon opportunities and defend itself (and its stakeholders) against risks to provide the high quality and stable core services (i.e. utilities, safety) that the City's stakeholders require and deliver the additional services, both the necessary and the desired, that that enhance the quality of life for all stakeholders living, working and "playing" in the City. In short, the City has the goal of creating a fiscally sustainable service level that is acceptable by City stakeholders.

Scope of Services. Consultant will work with City staff and other parties to analyze, coordinate, facilitate and develop the necessary financial modeling (including cash flow analysis, pro forma analysis), assumptions and documentation to develop a five-year financial model. Consultant will conduct due diligence to identify, retrieve, review, analyze and independently document City's current financial condition. It is understood that Consultant will seek out and rely upon City's records and financial information as well as existing external data sources, if necessary, for critical inputs to the financial model.

Consultant's work will include the following components which shall be broken into two phases:

PHASE I

- Due Diligence / Data Collection / Financial Model Development
 - Review five years of historical financial statements and adopted, current year budget
 - Review projections with respect to major revenues and expenditures and reserves
 - Review capital improvement program
 - Discuss one-time expenditures or revenues for next several fiscal years that could impact projected results
 - Review/analysis of City's opportunities & perils related to its future revenue and expenditure growth
 - Review/analysis of adopted financial policies
 - Compare data and forecasted financial results with recommended standards put forth by credit rating agencies

- Meet and confer with key stakeholders for additional data
- Develop five-year financial forecast model utilizing data and assumptions relating to above noted tasks
 - Establish dynamic, easily revisable work product that integrates various growth scenarios
 - If appropriate and requested, develop observations and recommendation as a result of initial financial analysis
 - Provide overview of revenue generating methods used by cities in California
 - Identify revenue sources utilized by Corcoran
 - Discuss expenditure trends (ramifications of RDA dissolution, increased employee costs, and other external factors that affect Corcoran)
 - Present fiscal “pulse” of City funds/accounts in 2015
 - Revenue/expense projections for next 3-5 years
 - Discuss/present options for fiscal preparedness strategy to offset a seven-year downturn in the economy

PHASE II

- Present Financial Model and Recommendations
 - Deliver written report to City senior staff
 - Orally present, with PowerPoint presentation, highlights and key observations from five-year forecast to City Governing Body (if required)

The scope of services above is detailed, yet not necessarily inclusive of all tasks that Consultant will undertake during this project. As all consulting projects are unique, Consultant commits to “doing what it takes” to meet City’s primary objective noted above as related to this scope of services.

Compensation Schedule. For work described within this EXHIBIT C, Consultant will be compensated based upon the hourly rate schedule provided in the table to the right. Consultant will invoice Client on a monthly basis and document all work and expenses incurred during the previous month.

Staff Allocation	Hourly Rate
Principal	\$275
Vice President	\$225
Associate	\$175
Analyst	\$125
Administrative	\$ 75

Based upon Consultant’s estimates, the proposed budget for Phase I services shall not exceed \$17,500. All direct out-of-pocket expenses will be charged at cost and will not include travel-related expenses.

NHA Advisors

City of Corcoran

Print Name/Date

Print Name/Date

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

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: February 12, 2015

MEETING DATE: February 17, 2015

SUBJECT: Consent to a feasibility study for the development of a shooting range on wastewater disposal land.

Recommendation: (Voice Vote)

Discuss the development of a shooting range in Corcoran and consent to a feasibility study that will identify the City wastewater disposal land as the potential site for the project.

Discussion:

In recent meetings with the City, the Corcoran Community Foundation has expressed interest in doing a study to determine the feasibility of a shooting range in Corcoran. To move forward with that study, it is necessary to identify suitable land for the proposed project. The City's wastewater disposal land south of Plymouth Avenue is a potential option for the range.

Because the land is used for wastewater disposal, it is recommended that the feasibility study include the following:

- An analysis of the permit issued by the California State Water Resources Control Board and the required acreage needed for waste water disposal through evaporation.
- Potential level of CEQA determination.
- Steps to mitigate possible health risks associated with the development of a recreational facility on wastewater land.
- Necessary approvals that may be required from the Department of Corrections and other neighboring land owners.
- Input from the City Attorney on the liability of a shooting range on City property

Additionally, it is recommended that the City likewise conduct its own analysis relating to permits, liabilities, CEQA issues and other related items.

Budget Impact:

It is anticipated that the City will spend approximately \$4000-\$6000 in staff time and engineering/planning studies.

Attachment:

Map of proposed project site.



City of

CORCORAN

A MUNICIPAL CORPORATION

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STAFF REPORT

ITEM #: 7-F

MEMORANDUM

TO: City Council

FROM: Steve Kroeker, Public Works Director

DATE: 2/11/15

MEETING DATE: 2/17/15

SUBJECT: Approve "Zero Tolerance" drug and alcohol testing policy for Corcoran Area Transit.

Recommendation:

Motion to approve the Zero Tolerance Drug and Alcohol Testing Policy for Corcoran Area Transit.

Discussion:

In late 2014 the Department of Transportation (DOT) decided it would no longer accept individual Drug Testing Policies from each of the transit entities across the country, and to return to prior practice where they issue a template and transit entities insert their information.

The attached policy is the DOT's template and the City, Bargaining Unit representative, and affected employees have reviewed the policy.

Without the approval of the attached policy the City is not eligible for future grants.

Budget Impact:

Pre-employment, random testing, and post-accident testing cost are included in the current budget.

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**ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
City of Corcoran – Corcoran Area Transit (CAT)
Adopted as of February 17, 2015**

A. PURPOSE

- 1) The *City of Corcoran's Transit Division Corcoran Area Transit (CAT)* provides public transit and paratransit services for the residents of *[the City of Corcoran and the fringe area]*. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, The City of Corcoran's Transit Division CAT declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of The City of Corcoran's Transit Division CAT and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of The City of Corcoran's Transit Division CAT will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties The City of Corcoran's Transit Division CAT employees that do not perform safety-sensitive functions

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are also covered under this policy under the sole authority of The City of Corcoran's Transit Division CAT. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Drivers License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

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Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under Company Authority: An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

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Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has

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appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

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Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

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- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

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- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus,

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covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to [Human Resources of the City of Corcoran / CAT] supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under The City of Corcoran's Transit Division CAT authority, a non-DOT alcohol test can be performed any time an a covered employee is on duty.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.

- 2) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol

- 3) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

- 4) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

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- 5) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 6) The City of Corcoran's Transit Division CAT, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 7) Consistent with the Drug-free Workplace Act of 1988, all *City of Corcoran Transit Division* employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the City of Corcoran's Transit Division CAT and Human Resources management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under The City of Corcoran's Transit Division CAT authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with *The City of Corcoran's Transit Division CAT*. Any safety-sensitive employee who

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refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the City of Corcoran's Human Resources, for the Transit Division CAT Drug

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and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The City of Corcoran's Transit Division CAT will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however The City of Corcoran's Transit Division CAT will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct The City of Corcoran's Human Resources to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections

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- a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to The City of Corcoran's Human Resources for the Transit Division CAT that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to *The City of Corcoran's Human Resources for the Transit Division CAT*] that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If

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the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) The City of Corcoran's Transit Division CAT affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will

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not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

- c. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- e. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- f. If a pre-employment test is canceled, The City of Corcoran's Transit Division CAT will require the applicant to take and pass another pre-employment drug test.
- g. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- i. Applicants are required (even if ultimately not hired) to provide *The City of Corcoran's Transit Division CAT* with signed written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last

two years. Failure to do so will result in the employment offer being rescinded. *The City of Corcoran's Transit Division CAT* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide *The City of Corcoran's Transit Division CAT* proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All City of Corcoran's Transit Division CAT FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under the City of Corcoran's Transit Division CAT's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. All employees covered under the sole authority of the City of Corcoran's Transit Division CAT will also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40.

- 2) The City of Corcoran's Transit Division CAT shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall

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immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the City of Corcoran's Transit Division CAT
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The City of Corcoran's Transit Division CAT shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the City of Corcoran's Transit Division CAT. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
 - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered

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employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

- b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that the City of Corcoran's Transit Division CAT is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), The City of Corcoran's Transit Division CAT may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

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- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 4)2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 2)3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 3)4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 4)5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under the City of Corcoran's Transit Division CAT authority.
- 5)6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under The City of Corcoran's Transit Division CAT's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 6)7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

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O. RETURN-TO-DUTY TESTING

The City of Corcoran's Transit Division CAT will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

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- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to an SAP. A test refusal includes the following circumstances:
 - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
 - b. Fails to remain at the testing site until the testing process is complete
 - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
 - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
 - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
 - f. Fails or declines to take a second test the employer or collector has directed you to take
 - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
 - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
 - i. If the MRO reports that there is verified adulterated or substituted test result
 - j. Failure or refusal to sign Step 2 of the alcohol testing form
 - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit

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- the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
 - m. Admit to the collector or MRO that you adulterated or substituted the specimen.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from The City of Corcoran's Transit Division CAT employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of The City of Corcoran's Transit Division CAT and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result

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in relation to the progressive discipline defined in Section Q of this policy.

- e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with The City of Corcoran's Transit's Division CAT.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

The City of Corcoran's Transit Division CAT is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the City of Corcoran's Transit Division CAT Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment

calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over The City of Corcoran's Transit Division CAT or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *City Council of the City of Corcoran* on *February 17, 2015*.

[APPLICABLE SIGNATURES]

Attachment A

Job Title Job Duties Testing Authority

<u>Public Works Director</u>	<u>Oversees transit duties</u>
<u>Administrative Assistant</u>	
<u>Transit Coordinator</u>	<u>Oversees Transit Operations</u>
<u>Senior Transit Assistant</u>	<u>Dispatcher</u>
<u>Transit Operator</u>	<u>Driver</u>
<u>Chief Fleet Mechanic</u>	<u>Maintains buses</u>
<u>Fleet Mechanic</u>	<u>Maintains buses</u>

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

City of Corcoran / CAT Drug and Alcohol Program Manager

Name:
Title: Human Resources Coordinator
Address: 832 Whitley Avenue, Corcoran, CA 93212
Telephone Number: (559)992-2151 ext. 268

Medical Review Officer

Name: Dr. William Yale
Title: Medical Director
Address: 225 S. Chinowth, Visalia, CA 93291
Telephone Number: (559)627-3222

Substance Abuse Professional

Name: Everette Counseling Services, Al Everette
Title: CADC-II, CCS, SAP, ICADC
Address: 1030 West 7th Street, Hanford, CA 93230
Telephone Number: (559)924-0658

HHS Certified Laboratory Primary Specimen

Name: Med Tox
Address: 402 W. County Rd. D, St. Paul, MN 55112
Telephone Number: (800)832-3244

HHS Certified Laboratory Split Specimen

Name: MedTox-Doss Bewley, Michell Boesch, Lucy Gonzales
Address: 225 Chinowth, Visalia, CA 93291
Telephone Number: (559)627-3222

MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

MEMORANDUM

MEETING DATE: February 17, 2015
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- February 18, 2015 (**Wednesday**) Gerald Schwenk Community Auditorium Reception, Tour & Concert – 5:00 PM, Corner of Whitley & Letts
- March 2, 2015 (**Monday**) City Council Meeting – 6:00 PM, Council Chambers
- March 16, 2015 (**Monday**) City Council Meeting – 6:00 PM, Council Chambers

A. Information Items

1. K-9 fund raiser by Jack-in-the-Box.
2. Bus wash station update.

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:



**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 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>04/15/13: Council directed staff to identify options for Kings Estates utility services/billing.</p>	Ongoing	City Manager/ Public Works
07/01/13	UPDATE: 09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items.	Ongoing	City Manager