

**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, June 14, 2016
5:30 P.M.*

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

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

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

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

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

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

ROLL CALL

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

INVOCATION

FLAG SALUTE

PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**

- 2-A. Approval of minutes of the City Council meeting of May 24, 2016.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approval of Resolution No. 2839 requesting the County conduct General Municipal Election on November 8, 2016 and Resolution No. 2840 regarding Candidate Statements and Opening and Closing of the polls.
- 2-D. Approve amendment to scope of services agreement for fiscal sustainability project.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated June 14, 2016. *(Ruiz-Nuñez) (VV)*

4. **PRESENTATIONS –**

- 4-A. Proclamation recognizing retired volunteer firefighters
- 4-B. Presentation by Corona Environmental on water treatment system analysis.

5. **PUBLIC HEARINGS**

- 5-A. Public Hearing to obtain comments on the revision to Corcoran Zoning Code regarding the use of animals as a form of security. *(Tromborg) (VV)*
 - A. Open Public hearing
 - B. Staff Report
 - C. Accept written testimony
 - D. Accept oral testimony
 - E. Close hearing
 - F. Council discussion
 - G. By motion, approve/approve with changes/deny recommendation.

6. **WRITTEN COMMUNICATIONS**

- 6-A. Request for donation from the Corcoran High School Boys Tennis Team *(Lopez)(VV)*

7. **STAFF REPORTS**

- 7-A. Authorize purchase of a 2016 2WD Chevrolet pickup. *(Faulkner)(VV)*
- 7-B. Approve proposal from Kreel and Company Painting and authorize expenditures to paint sediment and clarifier tanks at waste water facility. *(Faulkner)(VV)*
- 7-C. Authorize acceptance of the San Joaquin Valley Air Pollution Control District Grant and authorize purchase of zero/low emission vehicles. *(Shortnacy)(VV)*
- 7-D. Consider approval of Resolution No. 2841 Directing City Engineer to prepare a report on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2842 Intent to Levy and Collect Assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972. *(Meik)(VV)*
- 7-E. Consider approval of Resolution No. 2843 Directing City Engineer to prepare a report on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2844 Intent to Levy and Collect Assessments on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as

Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972. *(Meik)(VV)*

- 7-F. Consider approval of Resolution No. 2845 Directing City Engineer to prepare a report on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2846 Intent to Levy and Collect Assessments on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972. *(Meik)(VV)*
- 7-G. Consider approval of Resolution No. 2847 Directing City Engineer to prepare a report on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2848 Intent to Levy and Collect Assessments on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972. *(Meik)(VV)*
- 7-H. Discuss State Water Board changes to conservation regulations and determine City conservation initiatives. *(Meik)(VV)*
- 7-I. Consider approval of Utility Agreement HSR 14-88 with the High-Speed Rail Authority and authorize Mayor and City Manager to sign on behalf of the City. *(Meik)(VV)*
- 7-J. Presentation of FY 2016/2017 draft budget. Provide direction to staff for final budget preparation. *(Meik/Ruiz-Nuñez)(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. **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): 1020 Chittenden
Our Negotiator: Kindon Meik Parties with whom negotiating: _____
Instructions to negotiator concerning: Price Terms of payment.

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

- Consider the discipline, dismissal or release of a public employee.
- Hear complaints or charges against a public employee.
- Consider public employee appointment/employment for the position of: _____
- Consider public employee performance evaluation for the position of: general review

9-C. 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)).

9-D. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 1 .

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

10. ADJOURNMENT

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on June 9, 2016.



Marlene Lopez, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA
& HOUSING AUTHORITY
REGULAR MEETING
Tuesday, May 24, 2016**

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 5:30 P.M.

ROLL CALL

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

Councilmembers absent: Jim Wadsworth

Staff present: Michael Farley, Rick Joyner, Marlene Lopez, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy, and Kevin Tromborg

Press present: Jeanette Todd, "The Corcoran Journal"

INVOCATION

Invocation was presented by Mark Cartwright

FLAG SALUTE

The flag salute was led by Sid Palmerin

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR**

Following Council discussion a **motion** was made by Cartwright and seconded by Palmerin to approve Consent Calendar. Motion carried by the following vote:

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

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Lerma and seconded by Wadsworth to approve the Warrant Register dated May 24, 2016. Motion carried by the following vote:

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

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

5-A Public Hearing to obtain comments on mandatory installation of Rapid Entry System was declared open at 5:37 p.m. Mr. Tromborg presented the staff report. There being no written or oral testimony, the hearing was declared closed at 5:50 p.m.

Following Commission discussion, a **motion** was made by Palmerin seconded by Lerma to approve the mandatory installation of a Rapid Entry System for new and remodeled commercial structures. Motion carried by the following vote:

AYES: Cartwright, Lerma, Palmerin, and Robertson

NOES:

ABSENT: Wadsworth

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made by Palmerin and seconded by Lerma to approve request of Walter Bros. Circus to hold a circus at the J.G Boswell Park on June 16-19, 2016 with the condition that the fence on Patterson Ave. be closed. Motion carried by the following vote:

AYES: Cartwright, Lerma, Palmerin, and Robertson

NOES:

ABSENT: Wadsworth

7-B. Following Council discussion a **motion** was made by Cartwright and seconded by Palmerin to authorize the notice of public hearing regarding proposed modification of City water rates. Motion carried by the following vote:

AYES: Cartwright, Lerma, Palmerin, and Robertson

NOES:

ABSENT: Wadsworth

7-C. Council members reviewed the fiscal sustainability strategy.

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Council received information items.

8-B. Staff received referral items.

8-C. Committee reports.

9. **CLOSED SESSION**

At 7:14 p.m. Council recessed to closed session pursuant to:

9-A. **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): 1020 Chittenden

Our Negotiator: Kindon Meik Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment.

- 9-B PERSONNEL** (Government Code § 54957(b)). It is the intention of this governing body to meet in closed-session to:
- Consider the discipline, dismissal or release of a public employee.
 - Hear complaints or charges against a public employee.
 - Consider public employee appointment/employment for the position of: _____
 - Consider public employee performance evaluation for the position of: general review _____

9-C. 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)).

9-D. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
 Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 1 .

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

9-E. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
 Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 1 .

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

The regular meeting was reconvened at 7:52 p.m. Council requested additional information on Item 9-A and Item 9-B. Direction provided on Items 9-C, 9-D, and 9-E.

ADJOURNMENT

7:54 P.M.

 Jerry Robertson, Mayor

 Marlene Lopez, City Clerk

APPROVED DATE: _____

City of

CORCORAN

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**STAFF REPORT
ITEM # 2-C**

MEMORANDUM

TO: Corcoran City Council

FROM: Marlene Lopez, City Clerk

DATE: June 6, 2016

MEETING DATE: June 14, 2016

SUBJECT: Required Resolutions for November 2016 Election

RECOMMENDATION

Motion to Adopt Resolution No. 2839 requesting that the Kings County Board of Supervisors permit the County Clerk's Office to conduct the City's November General Municipal Election and adopt Resolution No. 2840 regarding Candidate Statements and setting times for opening and closing of polls for the November Election.

DISCUSSION

These are the standard resolutions that are brought before Council each municipal election year. Council must adopt resolutions by June 20, 2016 for consolidation with the County for the general municipal election.

As it has been in the past, we would like to inform Council of Resolution No. 2840 regarding the cost of printing the Candidate's Statement. In previous years, the City has at times borne the cost of printing the Candidate's Statement of approximately \$350. However, in the most recent municipal elections, the cost has been paid by the candidate. The Candidate Statement is not mandatory.

Based on current budget constraints, it is Staff's recommendation that the costs associated with the Candidate Statement be borne by the candidate. In the event of overpayment, the City shall prorate the excess amount among the candidates who file statements. This should be indicated in the motion.

BUDGET IMPACT

The proposed election budget for the FY 2016-2017 will be set at \$3,500 for all costs associated with 2016 municipal election. This amount is consistent with past elections.

City Offices

RESOLUTION NO. 2839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

At a regular meeting of the City Council of the City of Corcoran duly called and held on the 14th day of June, 2016, it was moved by Council Member _____ seconded by Council Member _____, and duly carried that the following resolution be adopted:

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on November 8, 2016 for the election of Municipal Officers;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same and that the county election department of the County of Kings canvass the returns of the General Municipal Election and that the election be held in all respects as if they were only one election;

WHEREAS, § 15651 (b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORCORAN DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. CALL FOR ELECTION

- A. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Corcoran, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years.

- B. That the polls for the election shall be open at seven o'clock (7:00) a.m. on the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.
- C. That notice of the time and place of holding the election is given and the City Manager and/or Deputy City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 2. ELECTION CONSOLIDATION

- A. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Kings is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2016, for the purpose of the election of three (3) Members of the City Council.
- B. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Moreover, the election will be held and conducted in accordance with the provisions of law regulating the statewide election.
- C. That the Board of Supervisors is requested to issue instructions to the county election department to render the specified services set forth in Exhibit A attached hereto, by reference thereto and made a part hereof, relating to the conduct for the holding of the consolidated election.
- D. That the City of Corcoran recognizes that additional costs will be incurred by the County by reason of this consolidation and the City Council agrees to reimburse the County for all reasonable and actual election expenses and shall be paid by the City upon presentation of a properly submitted bill, § 10002 Elections Code.
- E. That the City Council authorizes the City Manager and/or Deputy City Clerk to administer said election and the City is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county elections department of the County of Kings.

SECTION 3. SPECIAL RUNOFF ELECTION

- A. That pursuant to § 15651 (b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the city, there shall be held within the city a Special Runoff election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than 40 nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That the Deputy City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

* * * *

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

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

I, Joyce A. Venegas, City of the City of Corcoran 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 16th day of June, 2014, by the vote as set forth therein.

DATED:

ATTEST:

Marlene Lopez, City Clerk

EXHIBIT A
(Resolution No. 2839)

The following services are requested of the Elections Department of the County of Kings:

1. The appointment of election officers and establishment of polling places. If no public building is available, arrangements will be made for rental of private residence.
2. Publish Notice of Appointment of Election Officers.
3. Prepare and provide official and sample ballots.
4. Mail sample ballots, including candidates' statements.
5. Mail and receive vote by mail ballots.
6. Supply all needed material for polling places, including voting booths, election equipment and assistance as needed according to state law.
7. Conduct the election.
8. Canvass the election returns on behalf of the City and certify results.
9. Pro-rate cost of election.
10. Provide central counting place for ballots election night.

RESOLUTION NO. 2840

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE
PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE
VOTERS AT AN ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016**

At a regular meeting of the City Council of the City of Corcoran duly called and held on the 14th day of June, 2016, it was moved by Council Member _____ seconded by Council Member _____, and duly carried that the following resolution be adopted:

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORCORAN
DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. GENERAL PROVISIONS.

That pursuant to § 13307 of the Elections code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Corcoran, California, on Tuesday, November 8, 2016, may prepare a candidate's statement on an appropriate form provided by the City. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statements shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in with the City at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidate's statements will be translated into all languages required by the County of Kings. The County is required to translate candidate's statements into the following language: Spanish.
- B. The County will print and mail sample ballots and candidate's statements to all voters in Spanish or the County will mail separate sample ballots and candidate's statements in Spanish to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidate statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State Law.
2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is specified in (A) and (B) of Section 2 above, pursuant to Federal and/or State Law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) and (B) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, or in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, in the facsimile voter pamphlet.

The City shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay \$350.00 in advance to the local agency as his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of overpayment, the clerk shall prorate the excess amount among the candidate's and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A) All translations shall be provided by professionally-certified translators.
- B) The City shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous elections.
- C) The City shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Manager and/or the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidate's statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 4, 2014 and shall then be repealed.

SECTION 9. That the Deputy City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

* * * *

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

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

I, Joyce A. Venegas, City Clerk of the City of Corcoran 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 14th day of June, 2016, by the vote as set forth therein.

DATED: June __, 2016

ATTEST:

Marlene Lopez, City Clerk

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM # 2-D**

MEMORANDUM

TO: Corcoran City Council

FROM: Kindon Meik

DATE: June 6, 2016

MEETING DATE: June 14, 2016

SUBJECT: Amendment to scope of services agreement for fiscal sustainability project.

RECOMMENDATION

Approve amended scope of services agreement and compensation schedule with NHA Advisors for work completed on the fiscal sustainability project

DISCUSSION

In February 2015, the City Council approved an agreement with NHA Advisors to conduct an analysis of historical, current, and projected revenues and expenses in the General Fund and subsequently develop a strategy that would orient the City towards fiscal sustainability.

Initially it was anticipated that the project would analyze a ten year period (five years of historical data and five years of financial forecasting). As the project developed, it was necessary to expand the scope of the analysis both in the timeframe being studied but also in the detail and explanation of the figures and charts.

The amended scope of services and compensation schedule provides for an additional \$7,500 for the increased work.

BUDGET IMPACT

With the recent refinancing of the former Corcoran Redevelopment Agency debt, the City received a payment of approximately \$15,000. This was an unanticipated revenue not included in the budget. It is recommended that additional compensation to be paid to NHA Advisors be taken from these revenues.

ATTACHMENT

NHA Advisors Amendment to Scope of Services and Compensation Schedule.

City Offices

EXHIBIT C-2

AMENDMENT TO SCOPE OF SERVICES AND COMPENSATION SCHEDULE:

CITY OF CORCORAN ("CITY") CONSULTING SERVICES (FISCAL SUSTAINABILITY PROJECT)

Agreement – City of Corcoran ("City") and NHA Advisors, LLC ("Consultant") have executed an Independent Registered Municipal Advisor Professional Services Agreement ("Agreement"), effective November 3, 2014 ("Effective Date"). This EXHIBIT C-2 shall be incorporated into the Agreement and amend previously executed EXHIBIT C (which is dated February 25, 2015) to provide additional scope of services and compensation for said services.

Additionally, this EXHIBIT C-2 (per Municipal Securities Rulemaking Board and United States Securities Exchange Commission rules) reiterates and supplements statements of Consultant's duties and disclosures found in the Agreement.

Objective – 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 development a financial model. Consultant will conduct due diligence to identify, retrieve, review, analyze and independently document City's current financial condition. Consultant will independently develop a forecasting model of City's revenues and expenditures. 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.

Additional Scope of Service – Phase I & Phase II Consulting Services

Consultant will act in the role of financial consultant to City to analyze and develop a robust financial analytical tool and presentation materials relating to the City's long-term financial planning. Additional work by Consultant to the City will include:

- Work with City staff, review and model CalPERS obligations and to extend the financial forecast from 3-5 years to 10 years.

Amended Compensation Schedule. For additional work described within this EXHIBIT C-2, Consultant compensation not to exceed limit shall be increased an additional \$7,500. Therefore, the combined not-to-exceed amount for Project related Task 1 and Task 2 services shall be increased from \$17,500 to \$25,000. As of today's date, Consultant has been compensated \$15,912 under EXHIBIT C Scope of Services. Compensation shall be paid based upon hourly schedule as shown in EXHIBIT C and shall be paid upon approved invoice. All direct out-of-pocket expenses will be charged at cost and will not include California travel-related expenses.

Independent Registered Municipal Advisor Duties and Disclosures

Consultant will continue to serve in the capacity of Independent Registered Municipal Advisor ("IRMA") to the City to provide financial advice, assistance, representation for solicited and unsolicited financing proposals from banking and financial institutions as well as general financial consulting services.

Consultant serving as the IRMA to the City will act in accordance with its fiduciary duty in the following manner:

- The IRMA will work solely in the interest of the City
- The IRMA has the duty to fairly assess whether the financing terms and covenants are favorable to the City
- The IRMA has a duty to fairly assess whether the rates and yields are favorable
- The IRMA will represent the City with sufficient knowledge of the bond market to negotiate the transaction for the City's best interest

Under the Municipal Securities Rulemaking Board (the "MSRB") regulations effective on July 1, 2014, the IRMA is required to disclose certain conflicts of interest to their City's. In accordance with those proposed regulations Consultant make the following disclosures:

- Consultant may serve other cities, 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.*
- 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.*
- Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to City in a timely manner.

- The fee paid to Consultant increases the cost of investment to City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business.
- Consultant has not received any payments from third parties to enlist any recommendation to City of its services, any municipal securities transaction or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to City.
- Consultant does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Consultant is providing advice.
- Consultant does not have any other engagements or relationships that might impair the Consultant's ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable.
- Consultant does not have any legal or disciplinary event that is material to City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History. Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

CONSULTANT

NHA Advisors LLC



Eric J. Scriven, Principal

Date: June 7, 2016

CITY

City of Corcoran

Kindon Meik, City Manager

Date

#1

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 05/27/2016 - 2:09PM
Warrant Request Date: 05/27/2016
DAC Fund:

Batch: 00511.06.2016 - 06/14/2016 Manual Warrant

Line	Claimant	Voucher No.	Amount
1	Bufkin, Gary V.	000060712	2,500.00
2	C. A. Reding Company, Inc	000060713	35.98
3	Circle T Farms Inc	000060714	300.00
4	Corcoran Publishing Company	000060715	96.00
5	De Lage Landen	000060716	461.18
6	Frontier Communications	000060717	975.44
7	Kings Waste & Recycling	000060718	12,334.24
8	Mutual of Omaha	000060719	2,553.03
9	PG&E	000060720	6,411.19
10	Richard's Chevrolet	000060721	35,035.41
11	The Gas Company	000060722	27.28
Page Total:			\$60,729.75
Grand Total:			\$60,729.75

Accounts Payable Voucher Approval List



User: spineda
 Printed: 05/27/2016 - 2:09PM
 Batch: 005111.06.2016 - 06/14/2016 Manual Warrant Register

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60713	5/27/2016	C. A. Reding Company, Inc	Lanier/MP 2352SP	145-410-300-180	35.98
Warrant Total:					35.98
60714	5/27/2016	Circle T Farms Inc	Disc A Fire Break Behind Homes*Sierra Ave.	104-407-300-190	300.00
Warrant Total:					300.00
60715	5/27/2016	Corcoran Publishing Company	RHN Re Rapid Entry System	104-406-300-200	96.00
Warrant Total:					96.00
60716	5/27/2016	De Lage Landen	Copier Contact/Sharp MX410IN City Copier/5/15-6/14/16	104-432-300-180	461.18
Warrant Total:					461.18
60717	5/27/2016	Frontier Communications	Landlines Long Distance/Acct#559-992-5151-120208-5/	104-421-300-220	975.44
Warrant Total:					975.44
60712	5/27/2016	Gary V. Bufkin	Modification to the Permits Program	104-407-300-200	2,500.00
Warrant Total:					2,500.00
60718	5/27/2016	Kings Waste & Recycling	Green Waste-205.71 Units/Tons-Corcoran Clean-up	112-436-300-192	8,250.40
60718	5/27/2016	Kings Waste & Recycling	Blue Cans-61.65 Units/Tons /Corcoran Clean-up	112-436-300-192	693.59
60718	5/27/2016	Kings Waste & Recycling	Green Waste-Dirty 8.11 Units/Tons -Corcoran Clean-up	112-436-300-192	452.25
60718	5/27/2016	Kings Waste & Recycling	Mis Commodity135.80 Units/Tons-Corcoran Clean-up	112-436-300-192	2,938.00
Warrant Total:					12,334.24
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	104-000-202-011	1,789.91
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	105-000-202-011	230.49
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	109-000-202-011	28.60
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	112-000-202-011	108.85
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	120-000-202-011	126.47
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	121-000-202-011	14.05
60719	5/27/2016	Mutual of Omaha	June 2016 Statement	145-000-202-011	254.66

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	2,553.03
60720	5/27/2016	PG&E	Acc#5304135173-4	111-601-300-240	97.65
60720	5/27/2016	PG&E	Acc#5304135173-4	111-603-300-240	8.89
60720	5/27/2016	PG&E	Acc#5304135173-4	111-604-300-240	90.67
60720	5/27/2016	PG&E	Acc#5304135173-4	104-412-300-240	18.81
60720	5/27/2016	PG&E	Acc#5304135173-4	109-434-300-240	5,570.27
60720	5/27/2016	PG&E	Acc#3357250173-3	104-000-120-022	624.90
				Warrant Total:	6,411.19
60721	5/27/2016	Richard's Chevrolet	Chev Caprice 2016-Vrn#6G3NSU2XGL210707	114-414-500-540	35,035.41
				Warrant Total:	35,035.41
60722	5/27/2016	The Gas Company	Utilities @ 2410 Bell Ave. Acct#17151733304	301-430-300-316	7.50
60722	5/27/2016	The Gas Company	Utilities @ Depot. Acct#00888349024	145-410-300-242	19.78
				Warrant Total:	27.28

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 06/09/2016 - 10:11AM
 Warrant Request Date: 06/14/2016
 DAC Fund:

Batch: 00501.06.2016 - 06/14/2016-Warrant Register

Line	Claimant	Voucher No.	Amount
1	American Incorporated	000060741	267.00
2	AT&T Mobility	000060742	39.33
3	Auto Zone, Inc.	000060743	405.36
4	Az Auto Parts	000060744	496.28
5	B & C Enterprises	000060745	3,001.75
6	BankCard Center- Bank of the West Credit Cards	000060746	50.00
7	Benjamin Beavers	000060747	248.00
8	Best Deal Food Co Inc.	000060748	8.68
9	Blak, PhD, Richard A.	000060749	350.00
10	CA Police Chiefs Association	000060750	564.00
11	Central Valley Lawn Care	000060751	561.05
12	Chemical Waste Management Inc	000060752	360.00
13	City of Corcoran	000060753	233.58
14	Corcoran Hardware	000060754	1,553.89
15	Corcoran Publishing Company	000060755	566.00
16	Crop Production Services, Inc.	000060756	535.35
17	Curtis Haug	000060758	12.00
18	Curtis Haug	000060757	110.00
19	Daniel McAlister	000060759	100.00
20	Data Ticket Inc	000060760	200.00
21	Dept of Justice	000060761	863.00
22	Dept of Water Resources	000060762	2,320.11
23	DOG WASTE DEPOT	000060763	106.43
24	Employment Development Dept	000060764	225.62
25	Ewing Irrigation Products, Inc	000060765	458.75
26	Farley Law Firm	000060766	8,694.47
27	Farmers Lumber Co	000060767	1,002.98
28	Ferguson Enterprises, Inc	000060768	6,855.93
29	Fresno City College	000060769	57.00
30	Frontier Communications	000060770	1,641.23
31	Gabriel Padama	000060771	312.61
32	Gary Cramer	000060772	12.00
33	Hampton Inn & Suites LA Burbank Airport	000060773	277.68
34	Hamton Inn & Suites West Sacramento	000060774	504.90
35	High Desert Wireless Broadband	000060775	5,956.25
36	HUB International	000060776	1,484.23
37	Industrial Test Systems Inc	000060777	1,054.65
38	Interstate Gas Services	000060778	13,630.64
39	John Harris	000060779	12.00
40	Kings County Clerk	000060780	14.00
41	Kings Waste & Recycling	000060781	23,017.57
42	Law Enforcement Targets, Inc	000060782	57.42
43	Lawrence Tractor	000060783	20,267.75
44	LexisNexis Risk Data Management, Inc.	000060784	50.00
45	M-I-C, Inc.	000060785	8,669.22
46	Marriot Hotel/Bakersfield	000060786	201.96

Page Total: \$107,410.67

Line	Claimant	Voucher No.	Amount
47	McDonald Asphalt Construction	000060787	950.00
48	Meneses, Miguel	000060788	320.00
49	Office Depot	000060789	2,015.97
50	Patrick Jurdon	000060790	312.61
51	PG&E	000060791	111,919.28
52	Pizza Factory	000060792	81.70
53	ProForce Law Enforcement	000060793	2,975.13
54	Prudential Overall Supply	000060794	495.50
55	Quad Knopf, Inc.	000060795	2,120.04
56	Radius Tire Co.	000060796	49.62
57	Raymond Lerma	000060797	300.00
58	Raymond Lerma	000060798	132.52
59	Reserve Account	000060799	3,000.00
60	Richard's Chevrolet	000060800	306.96
61	Rockwell Engineering & Equipment	000060801	43,000.00
62	Sawtelle & Rosprim Industrial	000060802	653.37
63	SECO Controls, LLC	000060803	16,157.54
64	Self Help Enterprises	000060804	44,200.00
65	Shell Fleet Plus	000060805	7,641.16
66	Shyam Bhaskar, MD	000060806	360.00
67	Sidonio Palmerin	000060807	22.25
68	SJVAPCD	000060808	567.00
69	Staples Business Advantage	000060809	204.70
70	Terminix	000060810	42.00
71	TF Tire & Service	000060811	30.00
72	The Gas Company	000060812	294.89
73	Tip's Towing #2	000060813	200.00
74	Tule Trash Company	000060814	110,287.56
75	Turnupseed Electric Svc Inc	000060815	402.18
76	Uline.Com	000060816	340.30
77	United Parcel Service	000060817	137.58
78	Univar USA Inc	000060818	4,441.30
79	unWired Broadband	000060819	199.95
80	US Bank Equipment Finance	000060820	208.53
81	USPS	000060821	3,500.00
82	Valley Pump & Dairy Systems, Inc.	000060822	62,428.30
83	Verizon Wireless	000060823	1,315.80
84	Veterans Outreach	000060824	350.00
85	Zoom Imaging Solutions Inc	000060825	4.46
Page Total:			\$421,968.20
Grand Total:			\$529,378.87

Accounts Payable Voucher Approval List



User: spineda
 Printed: 06/09/2016 - 10:11AM
 Batch: 00501.06.2016 - 06/14/2016-Warrant Register

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60741	6/14/2016	American Incorporated	Troubleshoot & adjust A/C at City Hall	104-432-300-200	267.00
60742	6/14/2016	AT&T Mobility	WWTP-Duty Man Cellphone	120-435-300-220	39.33
Warrant Total:					39.33
60743	6/14/2016	Auto Zone, Inc.	Dept Vehicle Maint Supplies	104-421-300-260	44.62
60743	6/14/2016	Auto Zone, Inc.	Dept Vehicle Maint Supplies	104-421-300-260	21.47
60743	6/14/2016	Auto Zone, Inc.	Air Filters/Oil Filters	145-410-300-140	46.02
60743	6/14/2016	Auto Zone, Inc.	V-Belt Duralast -Bus#170	145-410-300-140	23.84
60743	6/14/2016	Auto Zone, Inc.	Shop Towels	145-410-300-140	16.63
60743	6/14/2016	Auto Zone, Inc.	Brake Pads Unit#145	109-434-300-260	46.47
60743	6/14/2016	Auto Zone, Inc.	Filters/all Units/Stock	109-434-300-260	16.13
60743	6/14/2016	Auto Zone, Inc.	Belt Tensioner - Unit#145	109-434-300-260	66.62
60743	6/14/2016	Auto Zone, Inc.	Filters/All Units/Stock	104-412-300-260	16.13
60743	6/14/2016	Auto Zone, Inc.	Brakes/Parts Cleaner/Engine Brite	104-433-300-210	60.26
60743	6/14/2016	Auto Zone, Inc.	Filters/All Units/Stock	105-437-300-260	16.13
60743	6/14/2016	Auto Zone, Inc.	Filters/All Units/Stock	120-435-300-260	16.13
60743	6/14/2016	Auto Zone, Inc.	Windshield Washer Pump-Unit#147	105-437-300-260	14.91
Warrant Total:					405.36
60744	6/14/2016	Az Auto Parts	Veh Maint/Unit#197/Lamp	104-421-300-260	3.74
60744	6/14/2016	Az Auto Parts	Veh Maint/Unit#197/Lamp	104-421-300-260	18.01
60744	6/14/2016	Az Auto Parts	2001 Dodge Ram Repair -Parts	104-407-300-260	55.08
60744	6/14/2016	Az Auto Parts	Seat Belt	145-410-300-140	38.02
60744	6/14/2016	Az Auto Parts	Connects With Wire	145-410-300-140	3.19
60744	6/14/2016	Az Auto Parts	Department Supplies	105-437-300-210	5.05
60744	6/14/2016	Az Auto Parts	Department Supplies	105-437-300-210	18.28
60744	6/14/2016	Az Auto Parts	Department Supplies	105-437-300-210	23.39
60744	6/14/2016	Az Auto Parts	Department Supplies	105-437-300-210	59.07
60744	6/14/2016	Az Auto Parts	Anti Seize Lub	112-438-300-140	9.84

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60744	6/14/2016	Az Auto Parts	Water Pump Unit#145	109-434-300-140	50.73
60744	6/14/2016	Az Auto Parts	Hi Temp RTV Unit#145	105-437-300-210	12.38
60744	6/14/2016	Az Auto Parts	Dept Supplies	112-438-300-140	26.64
60744	6/14/2016	Az Auto Parts	Dept Supplies	145-410-300-210	38.08
60744	6/14/2016	Az Auto Parts	Dept Supplies	104-433-300-210	134.78
			Warrant Total:		496.28
60745	6/14/2016	B & C Enterprises	May 2016 Statement	145-410-300-250	703.54
60745	6/14/2016	B & C Enterprises	May 2016 Statement	104-412-300-250	363.31
60745	6/14/2016	B & C Enterprises	May 2016 Statement	104-421-300-250	1,239.38
60745	6/14/2016	B & C Enterprises	May 2016 Statement	104-433-300-250	105.56
60745	6/14/2016	B & C Enterprises	May 2016 Statement	112-438-300-250	100.67
60745	6/14/2016	B & C Enterprises	May 2016 Statement	105-437-300-250	140.66
60745	6/14/2016	B & C Enterprises	May 2016 Statement	104-431-300-250	348.63
			Warrant Total:		3,001.75
60746	6/14/2016	BankCard Center- Bank of the West Credit Cards	Medical Marijuana Seminar 7/27/16 @ International Ag Center	104-407-300-270	50.00
			Warrant Total:		50.00
60747	6/14/2016	Benjamin Beavers	SWAT Team Leader Course 11/27-12/2/16	104-421-300-270	248.00
			Warrant Total:		248.00
60748	6/14/2016	Best Deal Food Co Inc.	Jail/Inmate Snacks	104-421-300-148	8.68
			Warrant Total:		8.68
60750	6/14/2016	CA Police Chiefs Association	Membership Dues/ G. Cramer	104-421-300-170	145.00
60750	6/14/2016	CA Police Chiefs Association	Membership Dues/R. Shormancy	104-421-300-170	419.00
			Warrant Total:		564.00
60751	6/14/2016	Central Valley Lawn Care	Lawn Service-Pheasant Ridge	111-602-300-200	561.05
			Warrant Total:		561.05
60752	6/14/2016	Chemical Waste Management Inc	Bin Rental	105-437-300-193	360.00
			Warrant Total:		360.00
60753	6/14/2016	City of Corcoran	Utility Services-May 2016 2410 Bell Ave.	301-430-300-316	94.23
60753	6/14/2016	City of Corcoran	Utility Services-May 2016 1116 Sherman Ave.	301-430-300-316	139.35

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60754	6/14/2016	Corcoran Hardware	Gun Range Supplies	104-421-300-210	233.58
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-Transit	145-410-300-210	8.92
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-Parks	104-412-300-210	1.74
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-Gvmt Buildings	104-432-300-210	33.68
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-Mechanics	104-433-300-210	104.27
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-Streets	109-434-300-210	18.25
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-WWTP	120-435-300-210	65.45
60754	6/14/2016	Corcoran Hardware	Dept. Supplies-WTP	105-437-300-210	519.19
			Warrant Total:		1,553.89
60755	6/14/2016	Corcoran Publishing Company	Transit Ad May 12 & 26	145-410-300-156	566.00
			Warrant Total:		566.00
60756	6/14/2016	Crop Production Services, Inc.	Granular Chlorine	105-437-300-219	178.45
60756	6/14/2016	Crop Production Services, Inc.	Granular Chlorine	105-437-300-219	356.90
			Warrant Total:		535.35
60757	6/14/2016	Curtis Haug	Breacher Course Oct 14-16, 2016	104-421-300-270	110.00
60758	6/14/2016	Curtis Haug	Pharmaceutical Drug Diversion 6/15/16	104-421-300-270	12.00
			Warrant Total:		122.00
60759	6/14/2016	Daniel McAlister	Bakersfield K9 Trials July 8-9, 2016	104-421-300-270	100.00
			Warrant Total:		100.00
60760	6/14/2016	Data Ticket Inc	Code Enforcement Citation Processing	104-407-300-200	200.00
			Warrant Total:		200.00
60761	6/14/2016	Dept of Justice	Live Scan Fees for April 2016	104-421-300-148	863.00
			Warrant Total:		863.00
60762	6/14/2016	Dept of Water Resources	Davis Grunsky Interest Payment	105-437-400-410	2,320.11
			Warrant Total:		2,320.11
60763	6/14/2016	DOG WASTE DEPOT	OnePul Dog Waste Bags	104-412-300-210	106.43
			Warrant Total:		106.43

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60764	6/14/2016	Employment Development Dept	Underpayment for 1st Qtr Jan-Mar 2016	104-405-200-131	225.62
				Warrant Total:	225.62
60765	6/14/2016	Ewing Irrigation Products, Inc	Wireless Irrigation System Battery	104-412-300-210	458.75
				Warrant Total:	458.75
60766	6/14/2016	Farley Law Firm	Legal Expenses 4/26 to 5/25	104-403-300-200	8,694.47
				Warrant Total:	8,694.47
60767	6/14/2016	Farmers Lumber Co	BDTH Program (Drywall, Concrete, & Fire Blocking)	104-407-300-198	15.87
60767	6/14/2016	Farmers Lumber Co	BDTH Program (Drywall, Concrete, & Fire Blocking)	104-407-300-198	434.62
60767	6/14/2016	Farmers Lumber Co	BDTH Program (Drywall, Concrete, & Fire Blocking)	104-407-300-198	35.22
60767	6/14/2016	Farmers Lumber Co	BDTH Program (Drywall, Concrete, & Fire Blocking)	104-407-300-198	4.48
60767	6/14/2016	Farmers Lumber Co	Repair of City Property Address: 1285 James Ave./Doors For Int	301-430-300-316	512.79
				Warrant Total:	1,002.98
60768	6/14/2016	Ferguson Enterprises, Inc	Supply Stock	105-437-300-210	1,818.47
60768	6/14/2016	Ferguson Enterprises, Inc	Supply Stock	105-437-300-210	5,037.46
				Warrant Total:	6,855.93
60769	6/14/2016	Fresno City College	Comm. Training/ L Phillips 4/25-29/16	104-421-300-270	57.00
				Warrant Total:	57.00
60770	6/14/2016	Frontier Communications	Telephone Svc-City Hall	104-432-300-220	1,018.64
60770	6/14/2016	Frontier Communications	Telephone Svc -PW Fax	104-432-300-220	101.29
60770	6/14/2016	Frontier Communications	Telephone Svc WTP	120-435-300-220	410.24
60770	6/14/2016	Frontier Communications	Telephone Svc-Vets Hall	104-432-320-220	111.06
				Warrant Total:	1,641.23
60771	6/14/2016	Gabriel Padama	MADD Luncheon /San Diego/6/10-11/16	104-421-300-270	312.61
				Warrant Total:	312.61
60772	6/14/2016	Gary Cramer	Pharmaceutical Drug Diversion- 07/15/16	104-421-300-270	12.00
				Warrant Total:	12.00
60773	6/14/2016	Hampton Inn & Suites LA Burbank Airport	Lodging/Breacher/C. Haug/10/14-16/16	104-421-300-270	277.68
				Warrant Total:	277.68

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
60774	6/14/2016	Hamton Inn & Suites West Sacramento	Lodging/B. Beavers/SWAT 11/27-12/2/16	104-421-300-270	504.90
				Warrant Total:	504.90
60775	6/14/2016	High Desert Wireless Broadband	Monthly Contract for May 2016	104-432-300-201	5,956.25
				Warrant Total:	5,956.25
60776	6/14/2016	HUB International	Liability Ins-Spring Fest	104-000-362-085	1,250.85
60776	6/14/2016	HUB International	Cert. of Liability-May Vets Hall Use	104-000-362-085	233.38
				Warrant Total:	1,484.23
60777	6/14/2016	Industrial Test Systems Inc	Arsenic Quick-25 Strips/Reagent	105-437-300-210	340.60
60777	6/14/2016	Industrial Test Systems Inc	Reagent #1 Kit, #2, #3, Arsenic Quick-25	105-437-300-210	714.05
				Warrant Total:	1,054.65
60778	6/14/2016	Interstate Gas Services	Water Rate Study	105-437-300-200	13,630.64
				Warrant Total:	13,630.64
60779	6/14/2016	John Harris	Pharmaceutical Drug Diversion	104-421-300-270	12.00
				Warrant Total:	12.00
60780	6/14/2016	Kings County Clerk	Title Cloud 1417 Letts	104-406-300-200	14.00
				Warrant Total:	14.00
60781	6/14/2016	Kings Waste & Recycling	Green Waste 188.4 Units/Tons	112-436-300-192	7,671.20
60781	6/14/2016	Kings Waste & Recycling	Blue Cans 60.66 Units/Tons	112-436-300-192	685.07
60781	6/14/2016	Kings Waste & Recycling	Misc Commodities 767.97 Units/Tons	112-436-300-192	14,661.30
				Warrant Total:	23,017.57
60782	6/14/2016	Law Enforcement Targets, Inc	PD Range Supplies	104-421-300-210	57.42
				Warrant Total:	57.42
60783	6/14/2016	Lawrence Tractor	Parks Dept-John Deere Mower x2	119-412-500-540	20,267.75
				Warrant Total:	20,267.75
60784	6/14/2016	LexisNexis Risk Data Management, Inc.	Background Svc/April 2016	104-421-300-200	50.00
				Warrant Total:	50.00
60786	6/14/2016	Marriot Hotel/Bakersfield	Lodging/K9 Trials/D. Mcalister-7/7-9/16	104-421-300-270	201.96

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60787	6/14/2016	McDonald Asphalt Construction	Patch Repair-Lorina Avc./Estes Ave.	105-437-300-200	950.00
				Warrant Total:	201.96
60785	6/14/2016	M-I-C, Inc.	Flame Trap Assy-Misc Parts	120-435-300-140	950.00
				Warrant Total:	950.00
60788	6/14/2016	Miguel Meneses	Yard Svc-Sunrise Villa	111-601-300-202	200.00
60788	6/14/2016	Miguel Meneses	Yard Svc- 6 1/2 and Orange	111-601-300-202	120.00
				Warrant Total:	320.00
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	514.45
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	120.39
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	85.55
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	542.74
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	351.53
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	135.35
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	-14.04
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	49.01
60789	6/14/2016	Office Depot	Dept Supplies	104-421-300-150	5.26
60789	6/14/2016	Office Depot	Dept Supplies	105-437-300-210	184.90
60789	6/14/2016	Office Depot	Dept Supplies	120-435-300-210	5.20
60789	6/14/2016	Office Depot	Dept Supplies	109-434-300-210	7.55
				Warrant Total:	2,015.97
60790	6/14/2016	Patrick Jurdon	MADD Luncheon/ San Diego 6/10-11/16	104-421-300-270	312.61
				Warrant Total:	312.61
60791	6/14/2016	PG&E	Acc#99497000756-9	111-601-300-240	9.53
60791	6/14/2016	PG&E	Acc#99497000756-9	145-410-300-240	820.51
60791	6/14/2016	PG&E	Acc#99497000756-9	104-411-300-240	2,893.46
60791	6/14/2016	PG&E	Acc#99497000756-9	104-412-300-240	936.74
60791	6/14/2016	PG&E	Acc#99497000756-9	104-432-300-240	6,754.92
60791	6/14/2016	PG&E	Acc#99497000756-9	104-432-320-240	280.91
60791	6/14/2016	PG&E	Acc#99497000756-9	109-434-300-240	324.98
60791	6/14/2016	PG&E	Acc#99497000756-9	120-435-300-240	23,658.16
60791	6/14/2016	PG&E	Acc#99497000756-9	121-439-300-240	677.52

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60796	6/14/2016	Radius Tire Co.	Tire Repair	112-438-300-140	49.62
Warrant Total:					2,120.04
60798	6/14/2016	Raymond Lerma	KCAO Board Mfg & Mktg Cmtee/Jan-Mar 2016	104-401-300-271	132.52
60797	6/14/2016	Raymond Lerma	2016 Mayors & Council Members Exec Forum/6/21-23/16	104-401-300-270	300.00
Warrant Total:					49.62
60799	6/14/2016	Reserve Account	Postage -Meter @ City Hall	104-432-300-152	3,000.00
Warrant Total:					3,000.00
60749	6/14/2016	Richard A. Blak, PhD	M. Rapozo/Post-Pre-Emp/Int Psy Screening	104-421-300-200	350.00
Warrant Total:					350.00
60800	6/14/2016	Richard's Chevrolet	Vehicle Mnt/Alarm Install	104-421-300-260	306.96
Warrant Total:					306.96
60801	6/14/2016	Rockwell Engineering & Equipment	Progress Payment-PO#24337/Rotamix Mixing System-Reclaim Tanl	105-437-500-540	43,000.00
Warrant Total:					43,000.00
60802	6/14/2016	Sawtelle & Rosprim Industrial	Elevator Bolt	112-438-300-140	2.27
60802	6/14/2016	Sawtelle & Rosprim Industrial	Safety Glasses/Gloves	109-434-300-210	22.21
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Couplings/Elbows/Nipples	105-437-300-210	130.71
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Hose Clamps	105-437-300-210	6.55
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Cap Screws	112-438-300-140	11.62
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Hose Clamps	105-437-300-210	11.18
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-COC-ACE-4	104-433-300-210	70.00
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Bolts/Hose/Couplings	120-435-300-210	172.90
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Hose Clamps	105-437-300-210	18.08
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Cable Ties	109-434-300-210	6.55
60802	6/14/2016	Sawtelle & Rosprim Industrial	Dept Supplies-Latex Gloves	120-435-300-210	28.67
60802	6/14/2016	Sawtelle & Rosprim Industrial	Propane-Gallon	109-434-300-210	85.33
60802	6/14/2016	Sawtelle & Rosprim Industrial	Signs-First Aide & Fire Extinguisher	104-412-300-210	19.90
60802	6/14/2016	Sawtelle & Rosprim Industrial	Signs-First Aide & Fire Extinguisher	109-434-300-210	19.90
60802	6/14/2016	Sawtelle & Rosprim Industrial	Signs-First Aide & Fire Extinguisher	120-435-300-210	19.90
60802	6/14/2016	Sawtelle & Rosprim Industrial	Signs-First Aide & Fire Extinguisher	105-437-300-210	27.60

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60803	6/14/2016	SECO Controls, LLC	WTP-Iron Monitor	105-437-500-550	653.37
				Warrant Total:	16,157.54
60804	6/14/2016	Self Help Enterprises	Cor 14CH Gen Admin	280-530-300-200	800.00
60804	6/14/2016	Self Help Enterprises	HB Act Del (Ramirez)	280-531-300-200	3,400.00
60804	6/14/2016	Self Help Enterprises	Cal Home-Rehab Loans/Grants	280-530-300-290	40,000.00
				Warrant Total:	44,200.00
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	145-410-300-250	2,154.50
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	104-412-300-250	484.49
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	120-435-300-250	409.26
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	104-421-300-250	2,564.46
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	104-433-300-250	186.67
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	109-434-300-250	465.38
60805	6/14/2016	Shell Fleet Plus	Fuel-Statement for May 2016	105-437-300-250	1,376.40
				Warrant Total:	7,641.16
60806	6/14/2016	Shyam Bhaskar, MD	Physical Exam-N. Lopez	145-410-300-200	120.00
60806	6/14/2016	Shyam Bhaskar, MD	Physical Exam-E.Nunez	104-421-300-200	120.00
60806	6/14/2016	Shyam Bhaskar, MD	Physical Exam-D. Modesto	120-435-300-200	120.00
				Warrant Total:	360.00
60807	6/14/2016	Sidonio Palmerin	Local Agency Formation Comm of KC 5/25/16	104-401-300-271	22.25
				Warrant Total:	22.25
60808	6/14/2016	SJVAPCD	Permit Fees-Facility ID#C2688	120-435-300-160	459.00
60808	6/14/2016	SJVAPCD	Ag Burning Permit#124557	120-435-300-160	108.00
				Warrant Total:	567.00
60809	6/14/2016	Staples Business Advantage	Office Dept Supplies	104-421-300-150	141.30
60809	6/14/2016	Staples Business Advantage	Office Dept Supplies	104-421-300-150	63.40
				Warrant Total:	204.70
60810	6/14/2016	Terminix	2410 Bell Ave./Svc Date 5/19/16	301-430-300-316	42.00
				Warrant Total:	42.00

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60811	6/14/2016	TF Tire & Service	Resurface Drum or Rotor Unit#145	109-434-300-260	30.00	
					Warrant Total:	30.00
60812	6/14/2016	The Gas Company	Acct#05463252576	104-432-300-242	21.34	
60812	6/14/2016	The Gas Company	Acct#1197152008	104-432-300-242	30.69	
60812	6/14/2016	The Gas Company	Acct#063015427005	120-435-300-242	211.23	
60812	6/14/2016	The Gas Company	Acct#12602978541	145-410-300-211	31.63	
					Warrant Total:	294.89
60813	6/14/2016	Tip's Towing #2	PD Veh Tow/Case Lic#6DBW494	104-421-300-280	200.00	
					Warrant Total:	200.00
60814	6/14/2016	Tule Trash Company	Dump Fee	112-436-300-192	282.00	
60814	6/14/2016	Tule Trash Company	Pull Fee	112-436-300-200	180.00	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	143.25	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	136.00	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	333.75	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	85.95	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	308.80	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	375.00	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#1	112-436-300-192	286.50	
60814	6/14/2016	Tule Trash Company	Pull Fee-Prison#1	112-436-300-200	1,365.00	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#2	112-436-300-192	159.00	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#2	112-436-300-192	156.00	
60814	6/14/2016	Tule Trash Company	Dump Fee-Prison#2	112-436-300-192	31.95	
60814	6/14/2016	Tule Trash Company	Pull Fee-Prison#2	112-436-300-200	585.00	
60814	6/14/2016	Tule Trash Company	Contract	112-436-300-200	115,917.99	
60814	6/14/2016	Tule Trash Company	Franchise Fee 7.5%	112-436-316-023	-8,693.85	
60814	6/14/2016	Tule Trash Company	Franchise Fee/Roll Off/May 2016	112-436-316-023	-1,374.78	
60814	6/14/2016	Tule Trash Company	Cans Pulled For Non-Payment	112-436-300-200	10.00	
					Warrant Total:	110,287.56
60815	6/14/2016	Turnupseed Electric Svc Inc	Sta 7- Pump #1 Shut Off	120-435-300-140	95.88	
60815	6/14/2016	Turnupseed Electric Svc Inc	6 1/2 & Sherman, Pump #1 Shut-off	120-435-300-140	306.30	
					Warrant Total:	402.18
60816	6/14/2016	Uline.Corn	Dept Supplies/Evidence	104-421-300-210	124.17	
60816	6/14/2016	Uline.Corn	Jail First Aid Supplies	104-421-300-148	216.13	

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
				Warrant Total:	340.30
60817	6/14/2016	United Parcel Service	Postal Svc	104-432-300-152	20.45
60817	6/14/2016	United Parcel Service	Postal Svc	104-432-300-152	117.13
				Warrant Total:	137.58
60818	6/14/2016	Univar USA Inc	Sod Hypo	105-437-300-219	4,441.30
				Warrant Total:	4,441.30
60819	6/14/2016	unWired Broadband	Internet Svcs-WTP	105-437-300-220	199.95
				Warrant Total:	199.95
60820	6/14/2016	US Bank Equipment Finance	Publites Work Copier Lease	109-434-300-180	208.53
				Warrant Total:	208.53
60821	6/14/2016	USPS	Postage for Billing	104-405-300-150	3,500.00
				Warrant Total:	3,500.00
60822	6/14/2016	Valley Pump & Dairy Systems, Inc.	Well 3A Repair	105-437-500-517	62,428.30
				Warrant Total:	62,428.30
60823	6/14/2016	Verizon Wireless	Cell Svc/April 16-May 15, 2016 Acct#642052930-0001	104-421-300-221	1,050.16
60823	6/14/2016	Verizon Wireless	Cell Svc/April 27-May 26, 2016	104-421-300-221	265.64
				Warrant Total:	1,315.80
60824	6/14/2016	Veterans Outreach	WA/ Clean-up of Property on 2600 Olympic Ave.	104-407-300-190	350.00
				Warrant Total:	350.00
60825	6/14/2016	Zoom Imaging Solutions Inc	Copier Supplies	104-421-300-180	4.46
				Warrant Total:	4.46

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

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

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Superintendent-Interim

DATE: June 8, 2016

MEETING DATE: June 14, 2016

SUBJECT: Presentation by Craig Gorman, Corona Environmental, LLC; final pilot testing report with recommendations summary.

Recommendation: No action by Council is being requested at this time, as this is an informational and discussion item only.

Discussion: Over the last year, Corona Environmental has been working on a comprehensive study and evaluation of the water treatment plant. This presentation sheds light on the operational challenges and performance issues experienced at the facility as well as recommendations to address both.

Budget: None

City Offices

832 Whitley Avenue * Corcoran, CA 93212 * Phone 559.992.2151 * www.cityofcorcoran.com

City of Corcoran: Arsenic WTP Evaluation

Final Pilot Test Report

June 6, 2016

Prepared by Corona Environmental Consulting, LLC

Executive Summary

The City of Corcoran (City) experiences persistent operational challenges with their 15 MGD water treatment plant (WTP). The WTP was designed to remove arsenic to levels below the 10 µg/L Maximum Contaminant Level (MCL) by treating a blend from the City's nine groundwater wells with coagulation/filtration (C/F). In the C/F process, arsenic removal is achieved by the addition of an iron coagulant, in this case, ferric chloride. In the presence of free chlorine, ferric chloride will form solid ferric hydroxide particles which have a propensity to co-precipitate the oxidized arsenic species, arsenic V [As(V)]. The arsenic laden ferric hydroxide particles are then removed via dual media (anthracite and sand) filtration. The operational challenges experienced by the WTP include; excessive media loss from the filters, difficulty treating select blended water qualities, and higher than expected operational costs associated with the City's solids handling process.

Corona Environmental Consulting, LLC (Corona) has been engaged by the City's engineer, Quad Knopf, Inc. (Quad), to address the WTP's operational challenges. This project was initiated with a desktop study evaluating the source water quality and evolved into bench-top jar testing to evaluate the chemical addition strategy. Following bench-top jar test experiments, which were primarily designed to evaluate the likelihood of lowering the City's ferric chloride dose through pH adjustment, Corona and City Staff performed an extensive backwash evaluation, visually inspected the surface of the filters, measured the compromised media depths of both cells in three of the six filter vessels, and investigated different backwash approaches. These activities are summarized in a Technical Memorandum (TM) issued to the City on November 5, 2015. A primary recommendation cited in the TM was the need for on-site pilot testing to further investigate the operational challenges associated with arsenic treatment facilities. On-site pilot testing was conducted over the period of February 22, 2016 to April 15, 2016. The testing period included three weeks of pilot testing operations. Following each of the three weeks of testing approximately two to three weeks were allotted to receive and analyze laboratory results. The specific objectives of the pilot testing were as follows:

- Objective 1: Benchmark operational conditions and evaluate media design on filter operations
- Objective 2: Evaluate effect of media design and backwash design on performance
- Objective 3: Evaluate effect of pH and ferric chloride dose on solids generation
- Objective 4: Evaluate select "challenge waters" under optimal operational conditions

The key findings of the pilot testing are outlined below by objective.

Objective 1: Benchmark operational conditions and evaluate media design on filter operations

- Each media design tested was able to effectively remove arsenic and iron below their regulatory levels for the duration of the filter run at the operational conditions currently employed by the City (HLR of 2.9 gpm/ft² and ferric dose of 1.6 mg/L-Fe)
- The compromised media, representative of Cell A, exhibited earlier iron and arsenic breakthrough when compared to the non-compromised filter designs
- The design media (Cell B) backwashed at the current backwash loading rate (7.2 gpm/ft²) showed earlier iron and arsenic breakthrough at the end of a filter run when compared to the same media design backwashed at 15 gpm/ft² for 10 minutes

Objective 2: Evaluate effect of media design and backwash design on performance

Bed expansion profiling

- Assuming uniform distribution, the current backwash loading rate (7.2 gpm/ft²) does provide adequate bed expansion to cause media to reach the backwash collection headers
- A backwash loading rate greater than 25 gpm/ft² is required to provide enough bed expansion to cause media to reach the backwash collection headers
- A BWLR of 15 gpm/ft² provides more bed expansion (27%), presented minimal channeling, and is feasible given the current infrastructure. Bed expansion of 25% to 30% are typically utilized for effectively backwashed filters.
- At 7.2 gpm/ft², channeling was observed in pilot-scale. Channeling is suspected to contribute to media loss at full-scale.
- During a simulated backwash with the “ramp-up” period currently utilized in Cell A, a portion of the anthracite layer was observed to lift approximately 12-18” before there was sufficient hydraulic energy for it to be broken up.

Filter backwash profiling

- The current backwash strategy does not adequately remove particulate from either Cell A or Cell B.
- In addition to lifting the media, the ramp-up period for Cell A reduces the overall effectiveness of the backwash process.
- A backwash rate of 15 gpm/ft² and a duration of approximately 7 to 8 minutes achieves a backwash water turbidity goal of 30 NTU.

Effect of backwash conditions on solids generation

- More effective particulate removal was observed at a BWLR 15 gpm/ft² when compared to the currently utilized 7.2 gpm/ft².

Objective 3: Evaluate effect of pH and ferric chloride dose on solids generation

- A ferric chloride dose of 1.0 mg/L-Fe at a pH of 7 is effective at removing arsenic below 8 µg/L
 - Lowering the ferric chloride dose from 1.6 mg/L-Fe to 1 mg/L-Fe will provide 38% reduction in solids
- When optimized, pH adjustment could reduce the overall backwash frequency by as much as 85%.

Objective 4: Evaluate select “challenge waters” under optimal operational conditions

- The presence of ammonia in the challenge water causes difficulty maintaining a free chlorine residuals and results in inefficient removal of arsenic and iron
- Chlorine dosing, monitoring and raw water tank mixing are necessary to maintain an adequate free chlorine residual.

These pilot test findings have resulted in a series of recommendations for operational modifications and capital improvements for the City. From an operational perspective, the key findings focus on optimizing the backwash approach to minimize media loss and increase the particulate removal from the filters. Additional operational improvements include further raw water characterization and the implementation of a routine filter surveillance program intended to help Operations Staff understand the effects near-term operational improvements and long-term filter performance.

Based on the outcome of the pilot testing, the following capital improvements are recommended for the WTP. Capital improvements are prioritized by the order they are presented. It should be noted that these recommendations compliment the previous recommendations in the TM issued November 5, 2015.

The pilot testing demonstrated difficulties maintaining a free chlorine residual, especially during treatment of the challenge waters. A free chlorine residual is essential for effective C/F treatment. Because of this, it is recommended the City implement the ability to dose additional chlorine, monitor real time free and total chlorine, and include mixing in the raw water tank. These items could be added as individual components in the raw water tank, or preferably, as a single integrated unit.

Additionally, the benefits of pH adjustment with respect to the solids generation and subsequent handling were clearly demonstrated at pilot-scale. As a result, it is recommended the City proceed with the design and installation of pH adjustment facilities.

The following report concludes comprehensive summary of recommendations from all phases of this project. The recommendations were reviewed by City staff and prioritized with their input.

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Introduction

The City of Corcoran (City) experiences persistent operational challenges with their 21.6 MGD water treatment plant (WTP). The WTP was designed to remove arsenic to levels below the 10 µg/L Maximum Contaminant Level (MCL) by treating a blend from the City's nine groundwater wells with coagulation/filtration (C/F). In the C/F process, arsenic removal is achieved by the addition of an iron coagulant, in this case, ferric chloride. In the presence of free chlorine, ferric chloride will form solid ferric hydroxide particles which co-precipitate the oxidized arsenic species, arsenic V [As(V)], the arsenic laden ferric hydroxide particles are then removed via dual media (anthracite and sand) filtration. The operational challenges experienced by the WTP include; excessive media loss from the filters, difficulty treating select blended water qualities, and higher than expected operational costs associated with the City's solids handling process.

Corona Environmental Consulting, LLC (Corona) has been engaged by the City's engineer, Quad Knopf, Inc. (Quad), to address the WTP's operational challenges. This project was initiated with a desktop study evaluating the source water quality and evolved into bench-top jar testing to evaluate the chemical addition strategy. Following bench-top jar test experiments, which were primarily designed to evaluate the likelihood of lowering the City's ferric chloride dose through pH adjustment, Corona and City Staff performed an extensive backwash evaluation, visually inspected the surface of the filters, measured the compromised media depths of both cells in three of the six filter vessels, and investigated different backwash approaches. These activities are summarized in a Technical Memorandum (TM) issues to the City on November 5, 2015. A primary recommendation cited in the TM was the need for on-site pilot testing to further investigate the the operational challenges associated with arsenic treatment facilities. The following documents the objectives, approach, and outcomes of the pilot testing effort.

Objectives

The on-site pilot testing program was designed to investigate the cause of media loss, evaluate the effect of alternate media designs on filter performance, test different backwash strategies, and validate findings from bench-scale testing. On January 12, 2016, The City, Quad, and Corona had a kickoff meeting for Phase 3 of the WTP evaluation. As an outcome of the meeting, the following objectives of the pilot test were identified which are described in detail in subsequent sections of report:

- Objective 1: Benchmark operational conditions and evaluate media design on filter operations
- Objective 2: Evaluate effect of media design and backwash design on performance
- Objective 3: Evaluate effect of pH and ferric chloride dose on solids generation
- Objective 4: Evaluate select "challenge waters" under optimal operational conditions

Water System Background

Water Supply Details

The City utilizes groundwater pumped to the WTP from nine different wells, one of which serves as a standby well (Well 10A). The design capacities and 2014 utilization for each well is shown in Table 1 and Table 2 shows a summary of the water quality from 1985 to 2015. Items shown in bold font in Table 2

have been reported above their respective regulatory levels or are at levels that may be problematic for treatment.

Table 1 Well ID, design capacity (gpm) and 2014 utilization for the nine groundwater wells in Corcoran, CA

Well ID	Design Capacity (gpm)	Utilization (2014)
Well 1A	1,450	2%
Well 2A	900	12%
Well 3A	1,300	73%
Well 4B	1,200	66%
Well 6A	1,600	70%
Well 7A	1,600	14%
Well 8B	1,800	Well rehabilitation in 2014
Well 9B	2,300	26%
Well 10A (standby)	1,350	0%

Table 2 Summary water quality from 1985 to 2015

Analyte		Well 1A	Well 2A	Well 3A	Well 4B	Well 6A	Well 7A	Well 8B	Well 9B	Well 10A
Arsenic ($\mu\text{g/L}$)	Average	14	21	18	20	14	13	29	27	28
	Maximum	32	40	30	26	33	20	33	29	55
	Count	60	66	65	38	57	51	4	16	20
Ammonia as N (mg/L)	Average	ND	ND	ND	ND	ND	0.28	No data	0.61	No data
	Maximum	ND	ND	ND	ND	ND	0.28	No data	0.61	No data
	Count	1	1	1	1	1	1	0	1	0
Nitrate as NO_3 (mg/L)	Average	59	40	28	7.4	0.1	0.1	0.5	0.0	0.3
	Maximum	133	110	46	19	2.0	2.0	1.0	0.0	2.0
	Count	169	51	43	29	27	27	2	10	13
Iron (mg/L)	Average	0.02	0.03	0.05	0.06	0.39	0.44	0.44	0.16	0.28
	Maximum	0.10	0.16	0.30	0.29	0.69	0.70	0.70	0.40	1.10
	Count	10	9	10	8	6	8	3	3	8
Manganese (mg/L)	Average	0	0.002	0.005	0.009	0	0	0.080	0.091	0.034
	Maximum	0	0.02	0.03	0.031	0	0	0.082	0.110	0.064
	Count	10	9	10	7	5	7	3	4	8
pH	Average	8.3	8.3	8.2	8.3	9.2	9.2	8.1	8.3	8.2
	Maximum	9.6	9.2	8.5	8.4	9.4	9.4	8.2	8.4	8.5
	Count	11	11	11	8	6	55	3	4	8
Alkalinity as CaCO_3 (mg/L)	Average	81	80	85	90	93	95	90	175	195
	Maximum	100	96	94	95	96	99	98	190	250
	Count	11	10	11	8	6	7	3	4	8

ND – Non detect

As seen in Table 1, the City relies on Wells 3A, 4A, 6A as the primary producers. Production from Wells 1A, 2A, and 3A is limited because these wells have nitrate concentrations above the MCL that requires blending with other supplies to achieve regulatory compliance.

Table 2 also highlights the fact that all of the City's wells have arsenic above the 10 µg/L MCL. Well 6A, Well 7A, Well 8B, Well 9B, and Well 10A have average iron concentrations above half of the 0.3 mg/L Secondary MCL (SMCL). Well 8B and Well 9B have manganese above the 0.05 mg/L SMCL. In California SMCLs, which are regulated for aesthetic reasons rather than health reasons, are enforceable by the Division of Drinking Water (DDW). In addition to managing these issues by blending at the WTP, iron, and to some degree manganese can also be removed via the WTP when being operated effectively.

As described above, a key objective is to determine the ability to reduce the solids production at the WTP through pH adjustment. The cost effectiveness of this strategy will be influenced by the raw water pH and alkalinity. Well 6A and Well 7A have average pH values of 9.4 which is high when compared to the City's other wells. Alkalinity for most of the City's wells typically range between 80 to 95 mg/L as CaCO₃, with well 9B and Well 10A exhibiting higher values, over 150 mg/L as CaCO₃. The higher alkalinity at wells 9B and 10A will necessitate the addition of more acid to achieve a given pH, which will increase the cost of treatment for these wells.

While not regulated, the presence of raw water ammonia can be problematic for both arsenic removal and maintaining an appropriate disinfectant residual. When chlorine is introduced to a water where ammonia is present, chloramines (measured as total chlorine) are formed. In order to remove the ammonia via break point chlorination a chlorine dose at least 8 times the mass of ammonia is required. Depending on the other chlorine demand in the water the necessary chlorine dose can be even higher. The break point process can take as more than an hour depending on pH and other water quality parameters.

If the break point is not reached, chloramines will persist. Because chloramines are a less effective oxidant than free chlorine the ferric chloride may not form filterable ferric hydroxide floc. Additionally, any arsenic present in the unfilterable as [As(III)], will not be oxidized and subsequently removed in the C/F process. As shown in Table 2, Well 7A and Well 9B were identified to have raw water ammonia. To date, ammonia has not been sampled in Wells 8B or 10A. As described in more detail below, it is believed the presence of ammonia is the key challenge to overcome for treatment of the challenge waters and is likely contributing to some of the full-scale operational challenges.

Water Treatment Plant Overview

Upon entering the treatment site, water is pumped to a 0.5 MG unmixed raw water storage and blending tank. Prior to entering the tank, chlorine is applied at an approximate dose of 2.5 mg/L. The chlorine is intended to provide the requisite free chlorine residual for the C/F process and the disinfectant residual for the distribution system.

The inlet and outlet of the raw water blending tank are both located on the bottom of the tank. Water is pumped from the raw water storage tank through a static mixer, where ferric chloride is applied at a dose ranging from 1.4 mg/L-Fe to 2.1 mg/L-Fe, and distributed to the six horizontal dual cell pressure vessels. The pressure filters are backwashed daily in the summer and every other day in the winter at a backwash loading rate (BWLR) of 7.2 gpm/ft² for 10 minutes in each cell. The backwash water is directed to one of two backwash reclamation tanks where aluminum sulfate (alum) is added to enhance the settling of the

solids. Once settled, the decant water from the backwash reclamation tanks is returned to the head of the WTP where it is blended with untreated water for treatment. Figure 1 shows a treatment schematic of the City's arsenic WTP.

Figure 1 WTP process schematic

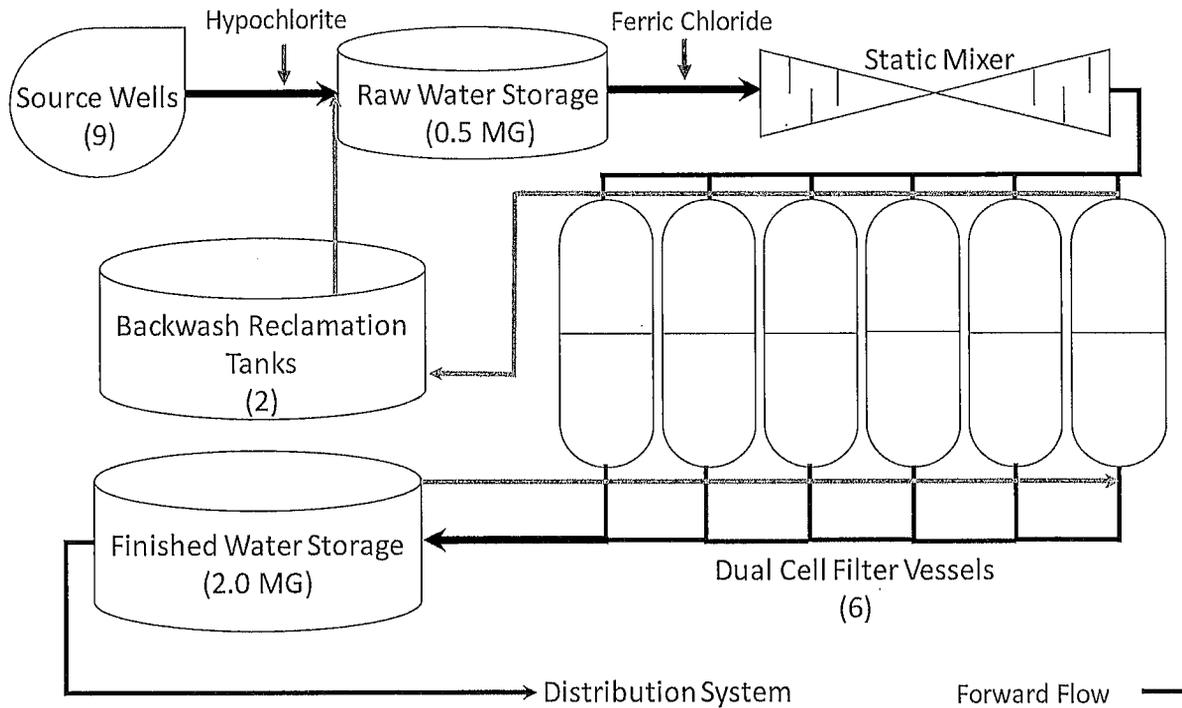
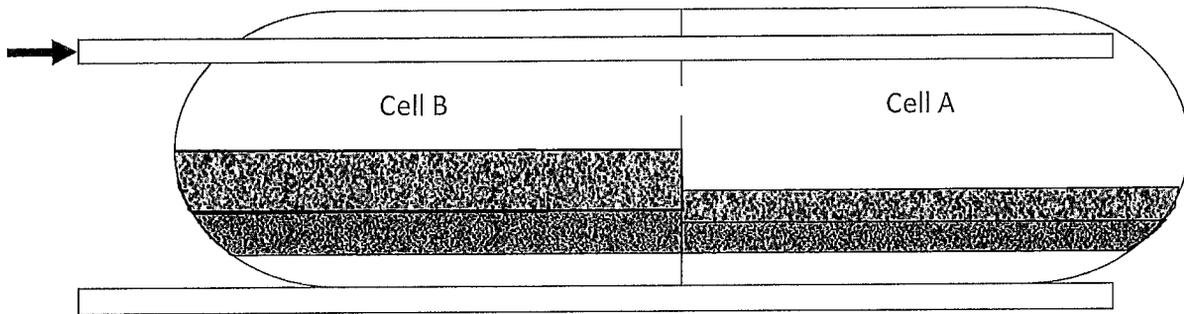


Figure 2 shows a cross sectional view of the pressure filters. The cell on the left is denoted as Cell B while the cell on the right is denoted as Cell A. Flow enters through through the left side of Cell B where it is distributed across the entire filter are of both cells. While operated similarly, there are differences with how the two cells are backwashed.

The backwash initiates in Cell A with a 2-minute ramp-up period where the flow increases from 0 to 1700 gpm, or a corresponding BWLR of 7.2 gpm/ft². This BWLR is sustained for another 8 minutes for a total backwash duration of 10 minutes. Once Cell A is complete, backwash of Cell B is initiated at a BWLR of 7.2 gpm/ft² for 10 minutes.

Figure 2 Cross section view of one horizontal pressure vessel



As illustrated in Figure 2, significant media loss has been observed in Cell A of all the filter vessels, however the bulk of the filter media in Cell B remains in place. As described in subsequent sections, it is believed the media loss is associated with the differences in the backwash approach between the cells.

Pilot Testing Overview

On-site pilot testing was conducted over the period of February 22, 2016 to April 15, 2016. The testing period included three weeks of pilot testing operations. Following each of the three weeks of testing approximately two to three weeks were allotted to receive and analyze laboratory results.

The pilot testing was conducted using a mobile pilot trailer provided by Pureflow. The pilot trailer is equipped with independent flow control for each column, individual and common chemical feed capabilities, flow and pressure monitoring, and continuous treated and backwash water turbidimeters. For the final week of testing data logging capabilities were added to the turbidimeters. Additionally, the trailer is equipped with backwash supply and collection systems, as well as, a wet laboratory to facilitate real-time sample analysis. Following treatment, the water was diverted to to a storm drain located on site at the WTP.

Pilot system water was supplied from a 1" tap located downstream of the raw water blending tank. As such, the water for the pilot testing was pre-chlorinated to the WTPs specifications. This provided a scenario where both the full-scale WTP and the pilot trailer were receiving and treating the same water. Two booster pumps were utilized to assure the pilot trailer had water continuous water supply. A photograph of the pilot system is shown in Figure 3.

Figure 3 Internal view of the Pureflow pilot trailer system



Table 3 shows the typical operating parameters at the WTP. These parameters were used as the baseline conditions for the pilot testing which are also detailed in Table 3. Of note in these tables is the hydraulic loading rate (HLR) currently used at full-scale and the range at which the pilot was operated. At full-scale, one filter vessel does not treat more than 2 MGD, corresponding to 2.9 gpm/ft², however, all six filters have a design capacity of 2,500 gpm (3.6 MGD, 5.3 gpm/ft²). To maximize the number of filter runs achieved at pilot-scale, most trials were operated a target HLR of 5.3 gpm/ft² and normalized as a function of Unit Filter Run Volume (UFRV). The UFRV approach allows for direct comparison of filter runs operated under different HLRs and durations to be compared directly. Assuming the City's typical summer time operations of a HLR of 2.9 gpm/ft² and 24-hour filter runs, a UFRV of approximately 4,200 gpm/ft² is achieved. Therefore, a UFRV 4,200 gpm/ft² was targeted for each run conducted at pilot-scale. UFRV is calculated as shown in Equation 1 below.

Equation 1
$$UFRV \left(\frac{\text{gallons}}{\text{ft}^2} \right) = \text{Run Time (minutes)} * HLR \left(\frac{\text{gallons}}{\text{minute} * \text{ft}^2} \right)$$

Table 3 Typical operational parameters used at the City's WTP

Parameter	Current Condition	Pilot Range
Applied Hypochlorite (mg/L)	2 to 3	2 to 3
Ferric Chloride (mg/L-Fe)	1.4 to 2.1	1 to 1.6
HLR (gpm/ft ²)	≤ 2.9	2.9 to 5.3
Backwash Rate (gpm/ft ²)	7.2	7.2 to 15
Backwash Duration (min)	10	6 to 10
pH (SU)	7.9 – 8.7	7 to 8.7
Daily Production (min-max)	2.36 – 10.55	N/A

Pilot Testing Raw Water Quality

For each week on site, raw water quality samples were collected. The challenge water was sampled at the end of the piloting effort. Table 4 shows a comparison of the typical water quality and the challenge water quality. Any significant differences are highlighted in bold.

Table 4 Comparison of typical and challenge water quality

Analyte	Typical Water Quality	Challenge Water Quality
Count	3	1
Alkalinity as CaCO ₃ (mg/L)	93-100	150
Free Ammonia as N (mg/L)	ND	ND*
Arsenic (µg/L)	17-20	21
Chloride (mg/L)	25-33	25
Color (CU)	5-10	40
Conductivity (µmhos/cm)	360-390	360
Iron (mg/L)	0.045-0.14	0.37
Langlier Index	(-)0.052-0.45	0.36
pH (SU)	8.2-8.8	8.6
Sulfate as SO ₄ (mg/L)	27-30	4.2
Total Dissolved Solids (mg/L)	230-250	240
Total Organic Carbon (mg/L)	0.55-0.84	1.4
Turbidity (NTU)	1.2-3.5	5.1

*Free ammonia was monitored post chlorination

Results

The results as they relate to each of the pilot testing objectives are described below.

Objective 1: Benchmark operational conditions and evaluate media design on filter operations

The initial objective was intended to benchmark the current operations and evaluate filter media design on overall process performance. During this phase of the testing, each of the four columns were loaded with different media designs that included green sand (MnO₂), a “compromised” design intended to replicate the loss of media in Cell A, and two columns loaded with the design used in the the WTP representative of Cell B, backwashed at different rates. Column C was backwashed at a rate of 15 gpm/ft², representative of the highest rate that can be achieved with the City’s existing infrastructure, while Column D was backwashed at 7.2 gpm/ft² which reflects the current operation practice. Both Column C

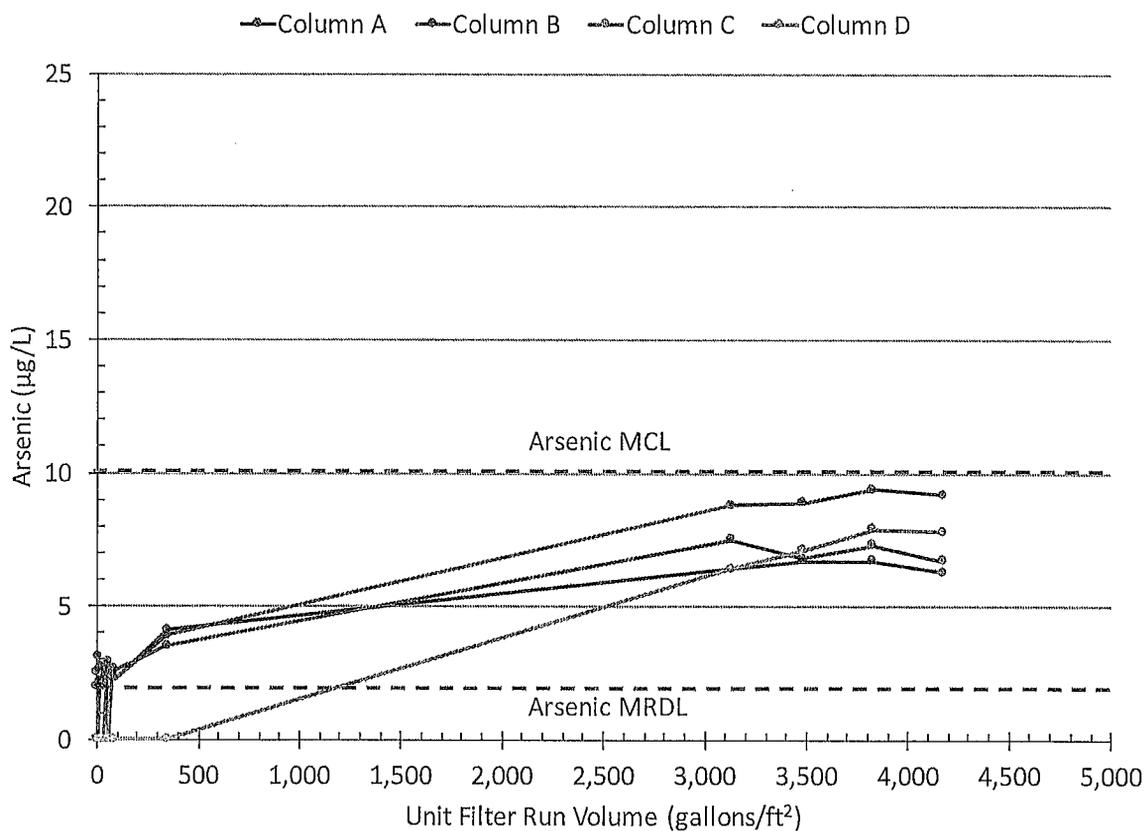
and D were backwashed for a duration of 10 minutes. Table 5 shows the operating conditions for the four pilot test columns during the initial testing.

Table 5 Pilot test conditions for Figure 2 and Figure 3

Component	Design	Column A	Column B	Column C	Column D
Condition	-	Green Sand	Compromised	Design	Design
Anthracite	12"	15	3.5"	12"	12"
Sand/MnO ₂	18"	15" MnO ₂	15	18"	18"
HLR (gpm/ft ²)	2.9	2.9	2.9	2.9	2.9
BWLR (gpm/ft ²)	7.2	15	7.2	15	7.2
BW Duration (min)	10	10	10	10	10

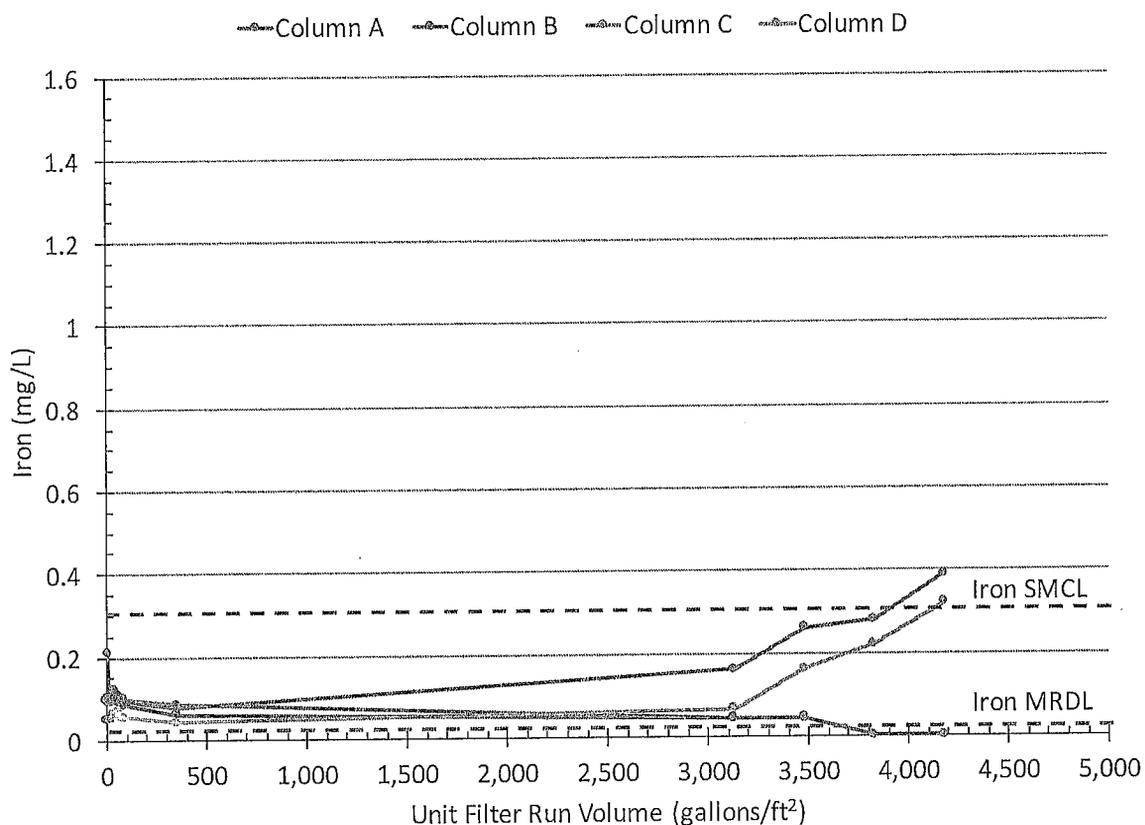
Periodic arsenic and iron laboratory samples were collected throughout the duration of the filter run. The results are shown in Figure 4 and Figure 5, respectively. The results in Figure 4 and Figure 5, as well as, many of the subsequent Figures are shown in terms of Unit Filter Run Volume (UFRV) with units of gallons per square foot. Also noted on Figure 4 and Figure 5 are the regulatory limits (MCL, SMCL) and the laboratory minimum reporting detection limit (MRDL).

Figure 4 Arsenic breakthrough curves, operated with benchmark conditions



Each of the media designs were able to remove arsenic were able below the 10 µg/L MCL for the duration of the filter run. That said, discernable differences were observed as the run progressed. The compromised media representative of Cell A in the full-scale system (Column B), exhibited the highest level of arsenic breakthrough when compared to the design media and green sand media. This is likely attributable to the compromised media having less filter depth. At full-scale, the compromised media will result in shorter filter runs and more frequent backwashing to maintain treated water quality below the 10 µg/L MCL.

Figure 5 Iron breakthrough curves, operated with benchmark conditions



With respect to iron breakthrough, both media designs that were backwashed at a rate of 15 gpm/ft² effectively removed iron throughout the duration of the filter run. However, the compromised media (Column B) and the design column backwashed in the same manner as the full-scale system (Column D) each had iron above the SMCL at the end of the filter run. This suggests that the current backwash practice does not result in effective particulate removal, and as a result, the filters exhibit premature breakthrough during the following run.

Objective 2: Evaluate effect of media design and backwash design on performance

As described above, the City’s WTP has been plagued by excessive media loss in Cell A of the filter vessels. This media loss has resulted in operational changes that include; discontinued use of air scour during backwash, and reduced BWLRs and HLRs. In addition, the media loss has compromised overall treatment

performance (Figure 4 and Figure 5) and has resulted in costly replacement. Note that the data shown below are an aggregate from the duration of the pilot testing and the media design may not be consistent with that shown in Table 5. If different from those shown in Table 5 the media designs noted for each set of results.

Originally the WTP was designed to operate with a BWLR of 10 gpm/ft², but due to the media loss during backwash, the BWLR was reduced to 7.2 gpm/ft². Despite this change and the discontinuation of air scour, media loss has persisted.

Bed expansion profiling

To further investigate this, a bed expansion profile was conducted at pilot-scale. BWLRs ranging from the current rate of 7.2 gpm/ft² to 25 gpm/ft² were applied to the pilot columns and the observed media depth was recorded. Figure 6 shows the bed expansion profile for both the design and compromised media depths, with respect to the location of the backwash collection header where the media is lost from the filter. The vertical yellow line represents a BWLR of 7.2 gpm/ft² or the current BWLR employed by the City.

Figure 6 Backwash bed expansion as a function of backwash loading rate (BWLR)

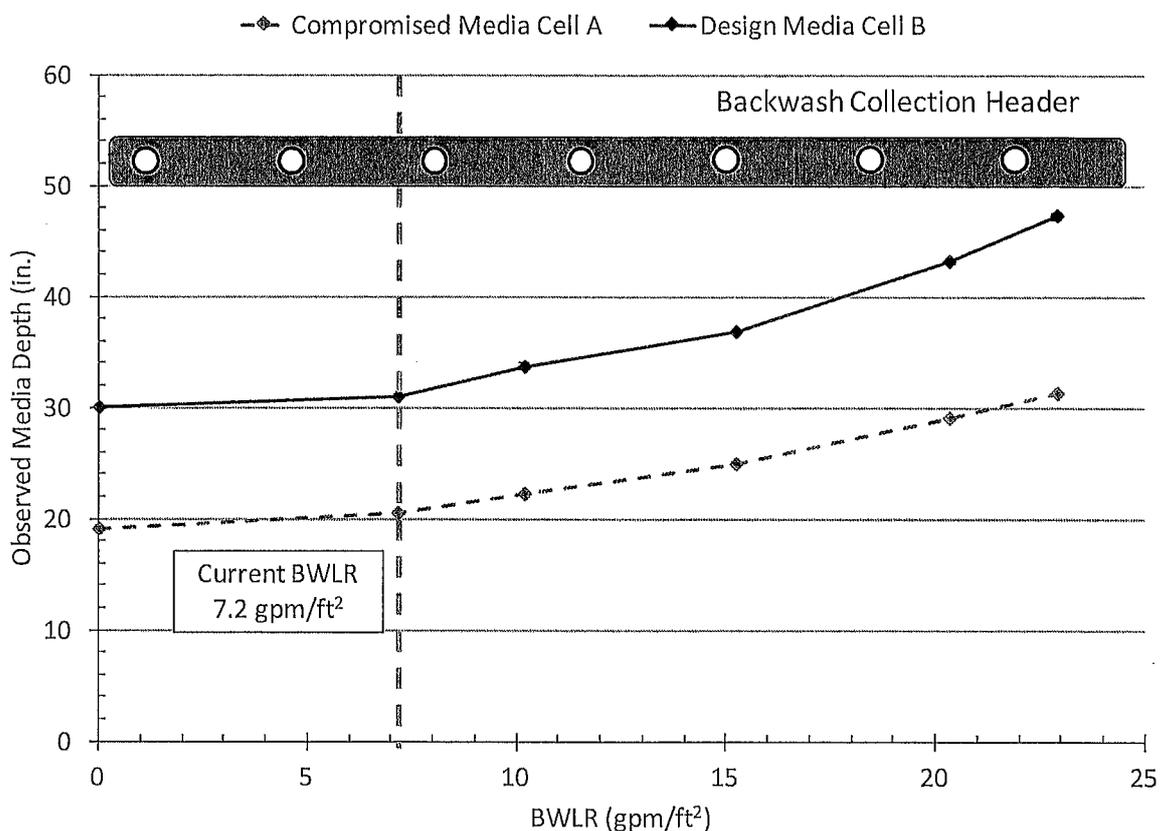


Figure 6 shows that at the current BWLR of 7.2 gpm/ft², there is minimal bed expansion and ample space below the collection header. Assuming even flow distribution at full-scale this BWLR should not result in

media loss. In fact, a BWLR in excess of 25 gpm/ft² would be required for the media loss through the collection headers. This suggests that there are other mechanisms contributing to the media loss.

At pilot-scale, distinct channeling through the media was observed for columns backwashed at 7.2 gpm/ft². Channeling results in higher velocities through localized areas of the media and increased expansion. Additionally, when the backwash ramp-up rate was simulated at pilot scale, the anthracite layer of the filter was lifted 12" to 18" inches before there was sufficient hydraulic energy to break it up.

As demonstrated in Objective 1, the current BWLR is not sufficient clean the filter bed. This is further illustrated in Figure 6 where the current BWLR only achieves 1.5" of bed expansion or 5% of the media design. Typically, bed expansion of 25% to 30% are considered necessary to adequately backwash a filter¹.

Under backwashed filters can lead to the residual ferric hydroxide fouling the media and the development of mud balls and media bridging. These factors at full-scale would contribute to the media lift observed at pilot-scale and compound the media loss issues.

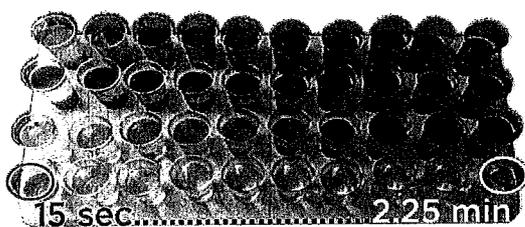
Filter backwash profiling

A series of backwash conditions were evaluated using the simple "cup test" method. During this test, samples of the backwash were collected in 15 second intervals for the duration of the backwash. This test provides a visual indicator of backwash effectiveness. Figure 7 shows backwash cup tests for four different backwash scenarios and Figure 8 shows the corresponding turbidity profiles.

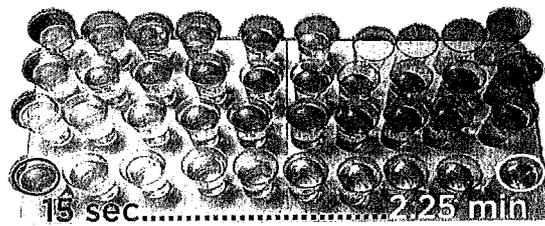
The cups are oriented in the photos with the initial sample in the bottom left and the final sample at the top right. The backwash conditions for each test shown in Figure 7 are:

1. Current backwash condition in Cell B, 7.2 gpm/ft² for 10 minute duration
2. Current backwash condition in Cell A, 2-minute ramp up followed by 8 minute backwash at 7.2 gpm/ft², 10 minute duration
3. Increased backwash rate, 15 gpm/ft² for 10 minute duration
4. Increased backwash rate, 15 gpm/ft² for 6 minute duration

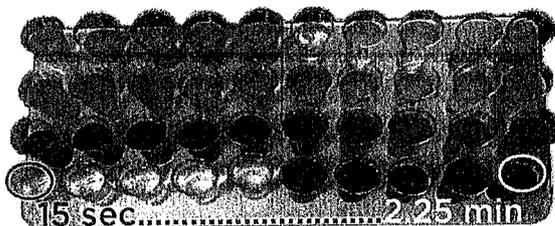
Figure 7 Backwash profile cup test photos



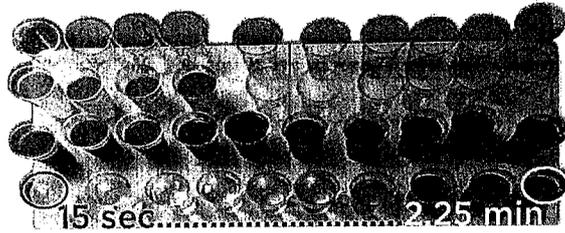
(1) Current backwash – Cell B
7.2 gpm/ft² for 10 minute duration



(2) Current backwash – Cell A
2-minute ramp-up, followed by 8 minute
BW at 7.2 gpm/ft², 10 minute duration

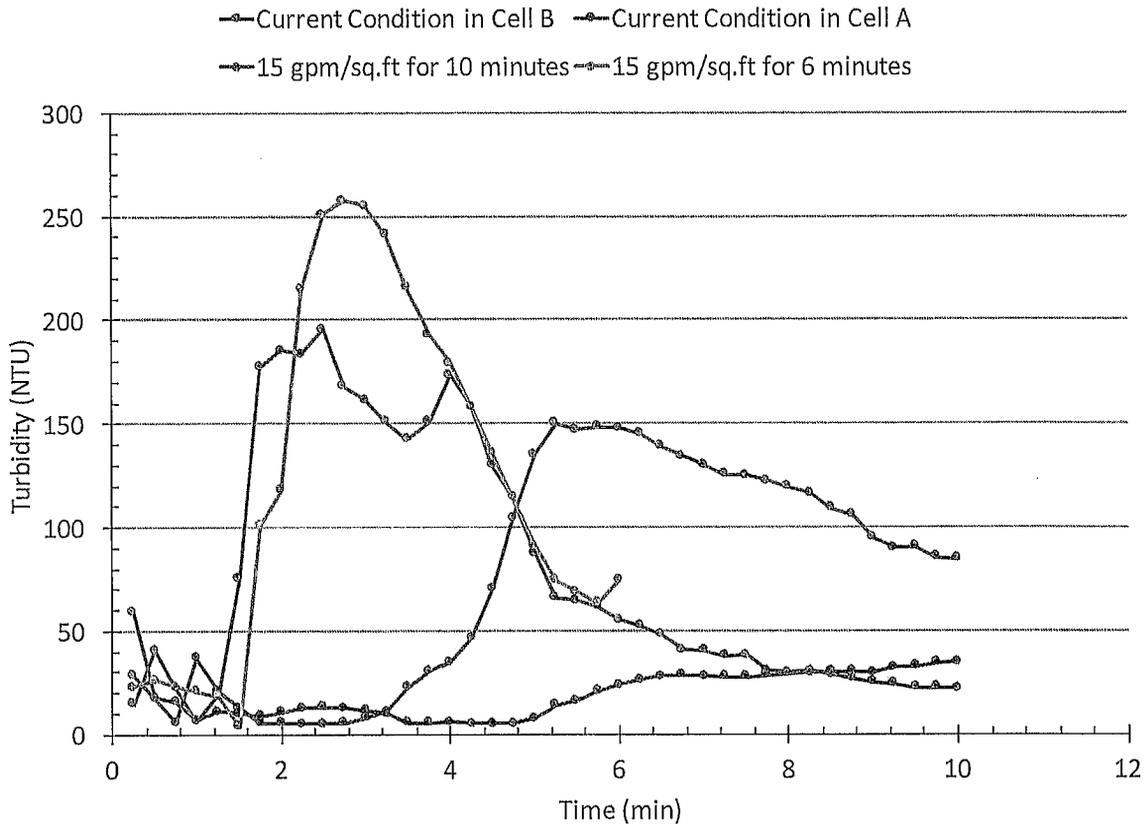


(3) Increased backwash rate
15 gpm/ft² for 10 minute duration



(4) Increased backwash rate
15 gpm/ft² for 6 minute duration

Figure 8 Backwash turbidity profile for events where "cup tests" were performed



This exercise further illustrates that the current operational strategy does not adequately backwash the filters indicated by the rich brown color of the final sample point [Figure 7 (1)] which is associated with a turbidity of approximately 90 NTU.

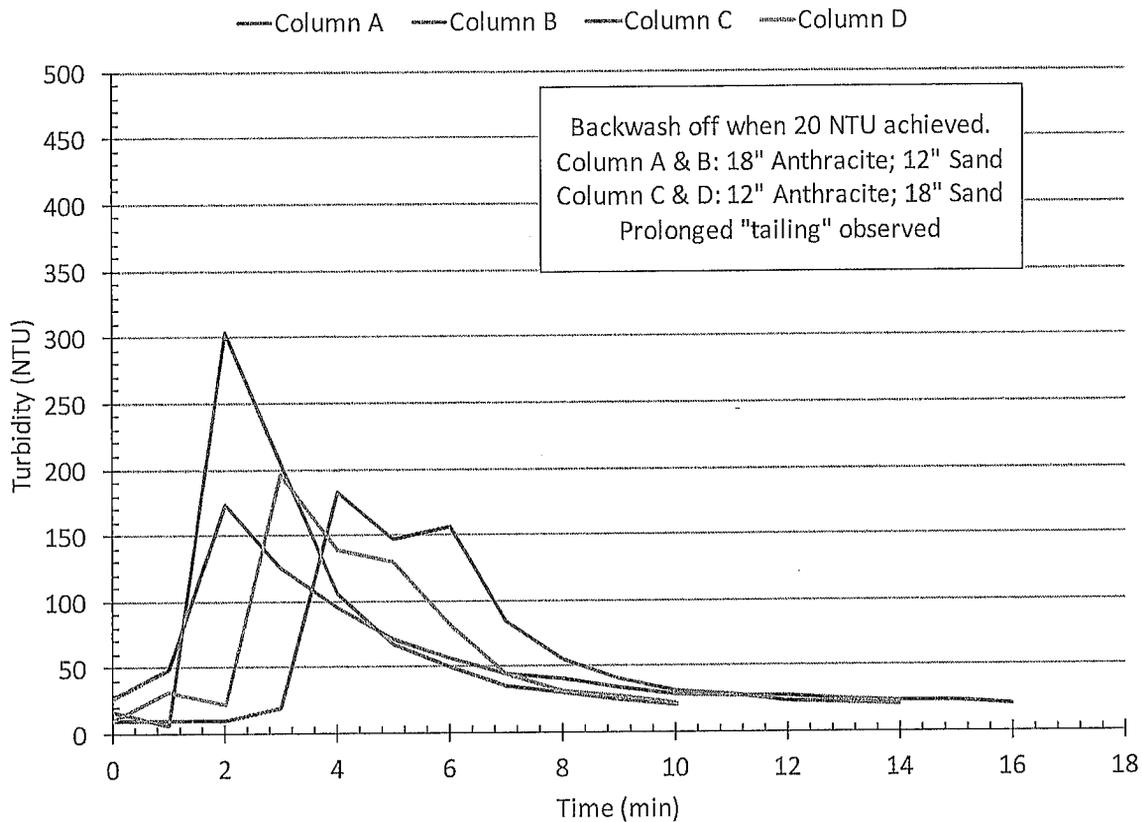
In addition to lifting the media, it appears the ramp up period used at full-scale for Cell B [Figure 7 (2)], reduces the overall effectiveness of the backwash process. The color profile is not as dark as the other backwash approaches and the turbidity never exceeded 50 NTU, suggesting that the excess solids remain in the filter at the start of the next run. Based on these results it appears the current backwash approach is inadequate and, as described previously, under backwashed filters can lead to premature iron and arsenic breakthrough and mud ball formation or media bridging which contribute to the media loss.

The backwash approaches using a BWLR of 15 gpm/ft² appear to be much more effective at removing particulate from the filter. In each case, there is a peak in color or turbidity and then sudden reduction followed by a tailing. The 6-minute backwash had a final turbidity of approximately 75 NTU and the 10-minute backwash achieved a turbidity of approximately 25 NTU.

The optimal turbidity or time to terminate a backwash is largely site-specific, that said, turbidity goals in the range 20 NTU to 30 NTU are often targeted for surface water treatment plants. Using the real-time turbidity monitoring capabilities of the pilot trailer, two scenarios were backwashed to a threshold of 20 NTU and 30 NTU, respectively using two media designs. These results are shown below in Figure 9 and

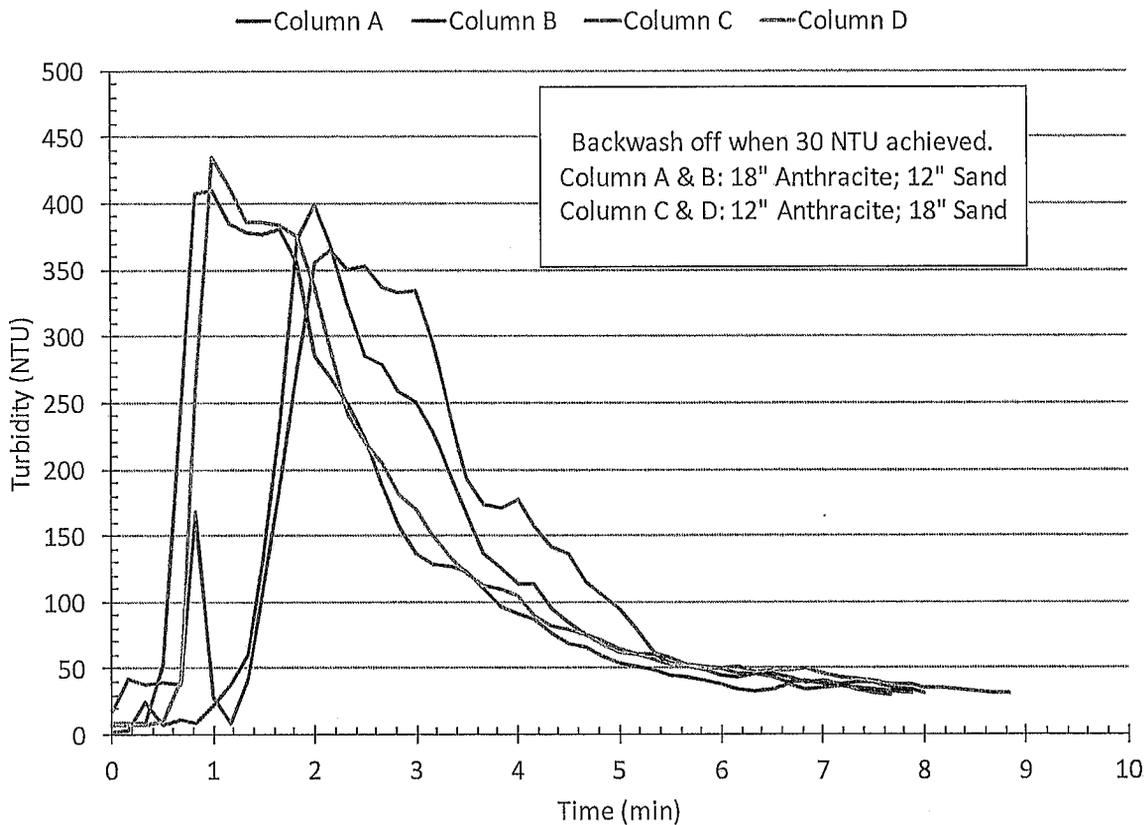
Figure 10. Note that the sampling interval for Figure 9 was 1-minute, where the frequency for Figure 10 was 10-seconds. It is likely that a portion of the turbidity peak was missed as a result of the longer sampling frequency used in Figure 9.

Figure 9 Backwash turbidity profile to achieve 20 NTU



Backwashing to 20 NTU has a significant effect on the duration of backwash. The extended tailing at the end of backwash may result in over backwashing of the filters and excessive water loss. Figure 10 shows the backwash turbidity profile using 30 NTU cut off to end the backwash. In this case, 7 to 8 minutes of backwash at 15 gpm/ft² was sufficient to reach the turbidity goal.

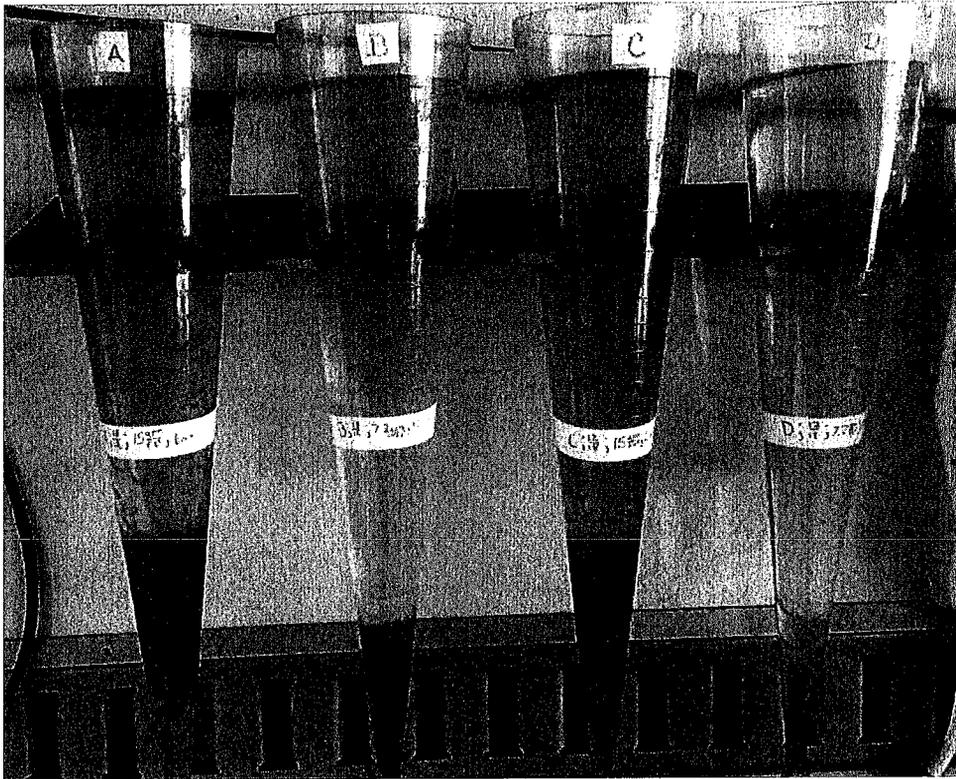
Figure 10 Backwash turbidity profile to achieve 30 NTU



Effect of backwash conditions on solids generation

For each backwash event, the backwash water was collected in a conical bottom tank to determine the volume of solids generated. Following a backwash, the collected water and solids were homogenized and a sample was transferred into an Imhoff Cone to measure the settleable solids. Figure 11 shows the comparison of backwashing at 15 gpm/ft² for 6 minutes (A and C) versus backwashing at the current full-scale conditions of 7.2 gpm/ft² for 10 minutes (B and D). Each pilot column was operated with a UFRV of approximately 4,200 gal/ft².

Figure 11 Solids generated when backwashed at 15 gpm/ft² for 6 minutes (A and C) and 7.2 gpm/ft² for 10 minutes (B and D) operated with a 1.6 mg/L iron dose and ambient pH



As shown in Figure 11, the 15 gpm/ft² again provides more effective particulate removal during backwash when compared to the currently utilized 7.2 gpm/ft².

Objective 3: Evaluate effect of pH and ferric chloride dose on solids generation

At reduced pH, arsenic has a greater affinity for ferric hydroxide particle. This results in the ability to reduce the ferric chloride dose used at the WTP and correspondingly reduce the volume of solids generated. At full-scale this is often achieved by the use of sulfuric acid prior to filtration. Following treatment, caustic soda is added to readjust the pH to avoid deleterious impacts in the distribution system. As part of a previous phase of this project, jar testing demonstrated that the City's that when the pH was adjusted to 7, a ferric chloride dose of 1 mg/L-Fe was sufficient to remove arsenic below the MCL using the City's water. Compared to the current iron dose of 1.6 mg/L-Fe, a 1 mg/L-Fe iron dose corresponds to a 38% reduction in iron solids generated.

The impacts of pH adjustment were further studied during the pilot testing. Sulfuric acid was used to adjust the pH to approximately 7.0 and the pilot system was operated as per the conditions in Table 6. During these filter runs the ferric chloride feed pump for Column A malfunctioned and therefore the data is not shown.

Table 6 Pilot test conditions during pH adjustment

Component	Design	Column B	Column C	Column D
Condition	-	Conventional	Design	Design
Anthracite	12"	18"	12"	12"
Sand/MnO ₂	18"	12"	18"	18"
HLR (gpm/ft ²)	2.9	5.3	5.3	5.3
BWLR (gpm/ft ²)	7.2	7.2	15	7.2
BW Duration (min)	10	10	6	10
pH (SU)	ambient	7	7	7
Iron Dose (mg/L-Fe)	1.6	1.0	1.0	1.0

The arsenic and iron results are shown in Figure 12 and Figure 13, respectively.

Figure 12 Arsenic breakthrough curves, operated at pH 7.0 and a iron dose of 1 mg/L-Fe

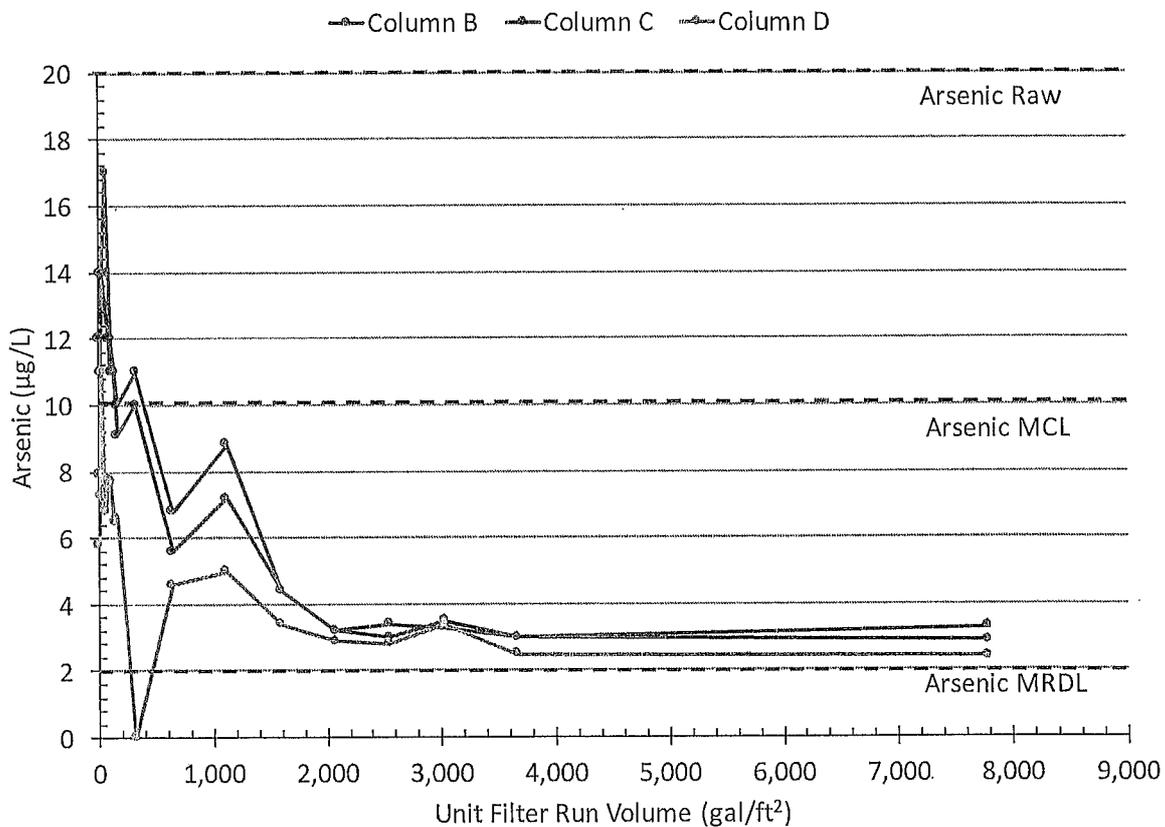
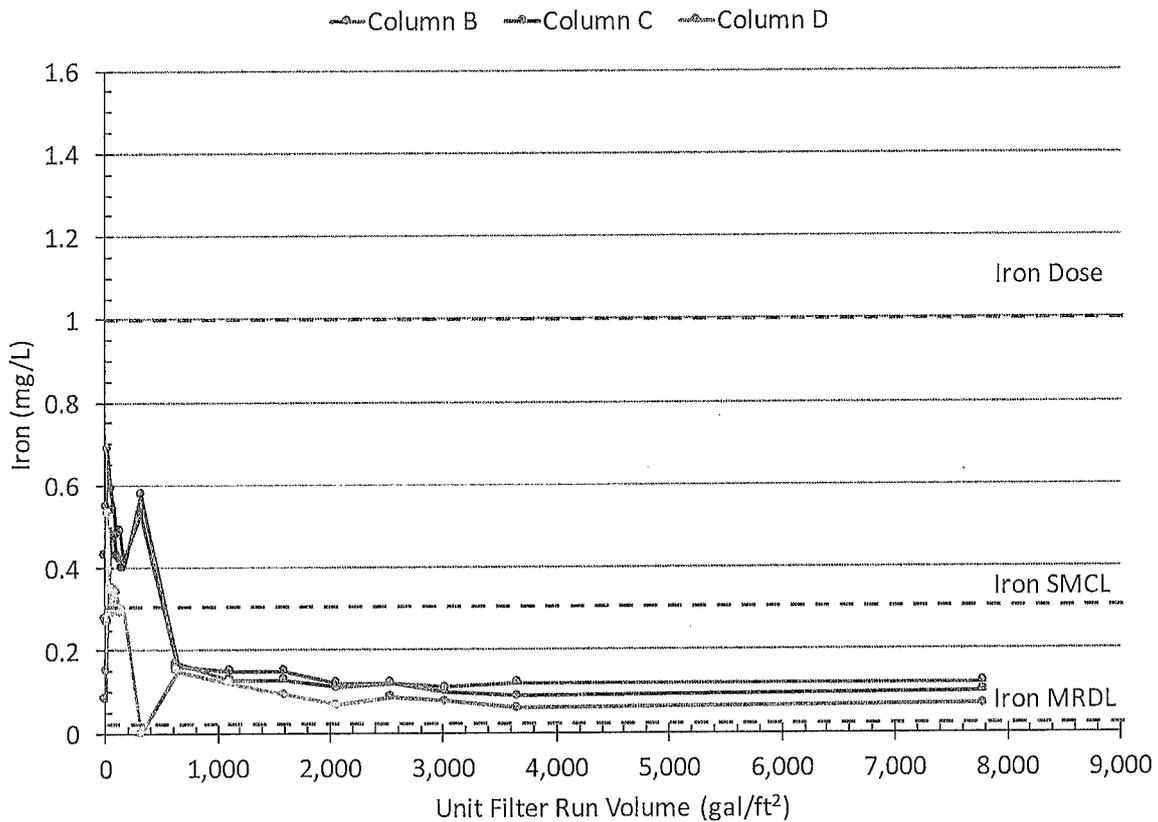


Figure 12 confirms that operating with an iron dose of 1 mg/L-Fe at a pH of 7.0 is an effective strategy for arsenic removal, where concentrations were maintained below 4 µg/L after the filter ripening period. Also of note, the UFRV when this filter run was terminated was approximately 7,800 gal/ft² which corresponds to continuous operation for more than 24 hours at a HLR of 5.3 gpm/ft². This set of results suggests that if pH adjustment were implemented at full-scale the City could further optimize the iron dose to reduce

the solids handling burden while operating for a longer UFRV than the current operational practice of 4,200 gal/ft² which would reduce the backwash frequency by as much as 85%.

Figure 13 Iron breakthrough curves, operated at pH 7.0 and a iron dose of 1 mg/L-Fe



The iron results support the previous findings. When this filter run was terminated, iron was below 0.18 mg/L for all pilot columns, again suggesting the City has room to optimize both the iron dose and UFRV at full-scale.

Effect of pH adjustment on solids generation

For these test conditions, the Imhoff Cone approach was again used to understand the effect of pH adjustment on the solids generation. Figure 14 shows the solids generated during backwash when using 15 gpm/ft² BWLR following filter runs with an iron dose of 1 mg/L and at pH 7. The solids shown in Figure 14 were collected following a filter run with a UFRV of approximately 4,200 gal/ft², similar to Figure 11.

Figure 14 Backwash solids generated from 15 gpm/ft² backwash, operated with a 1.0 mg/L iron dose and pH 7



When compared to Figure 11, it is clear fewer solids are generated when with the use of pH adjustment. Additionally, it appears the ferric hydroxide solids are more readily settleable when operating with pH adjustment which may afford the ability to reduce or potentially eliminate the need for alum addition in the settling tanks, further reducing the overall volume of solids generated at full-scale.

Objective 4: Evaluate select “challenge waters” under optimal operational conditions

The challenge waters were tested over the course of two days with pH adjustment and an iron dose of 1 mg/L-Fe. The water supply from this stage of piloting was from Well 6A, Well 7A, and Well 9B. It should be noted, that this supply combination is rarely, if ever used at full-scale, but was selected as Operations staff have noted treatment challenges when these wells are used in the blended water. Each day of testing presented distinct operational challenges which are described below. The operating conditions utilized with the challenge waters are summarized in Table 7.

Table 7 Operational conditions used for day 1 and day 2 of challenge water testing

Component	Column A/B	Column C/D
Condition	Conventional	Design
Anthracite	18"	12"
Sand/MnO ₂	12"	18"
HLR (gpm/ft ²)	5.3	5.3
Fe (mg/L)	1.0	1.0
pH-operating (SU)	6.9-7.1	6.9-7.1
pH-raw (SU)	8.7	8.7

Challenge water: Day 1

Challenge water day 1 began with draining and filling of the raw water storage tank with the challenge waters. During the filter run, operations staff noted an increase in the effluent iron concentration of the full-scale filters, which coincided with the pilot system experiencing the same phenomena. This resulted in increased monitoring of free and total chlorine in the raw water which identified a low total chlorine residual and a non-detect free chlorine residual. As discussed above, the efficacy of the C/F process is predicated on maintaining an appropriate free chlorine residual. At this point, operations staff increased the chlorine dose in the raw water tank in an effort to reestablish the free chlorine residual, however the treatment challenges persisted. Figure 15 and Figure 16 show the arsenic and iron breakthrough curves for day 1 of challenge water testing, respectively. Also denoted on Figure 15 and Figure 16 are the free and total chlorine residuals measured at the pilot system’s raw water sample tap using a Hach DR900.

Figure 15 Arsenic breakthrough curves using the challenge waters and operated with the operational conditions shown in Table 9

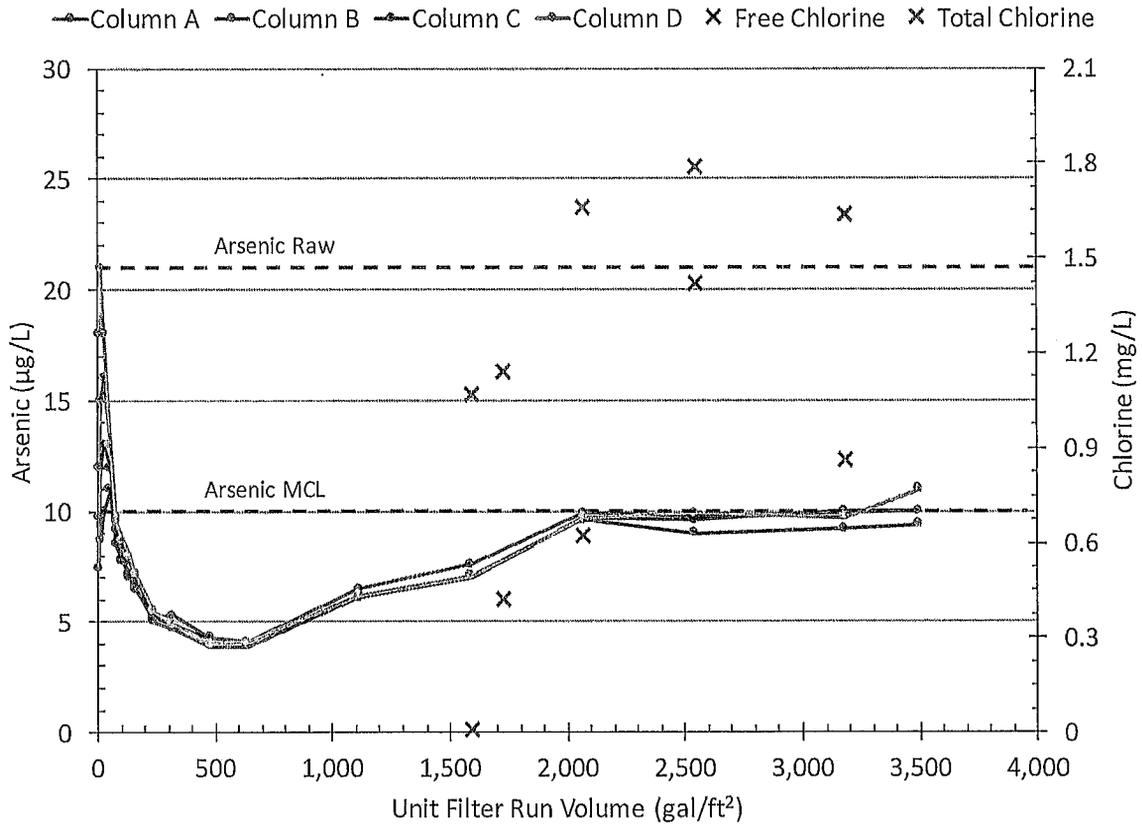
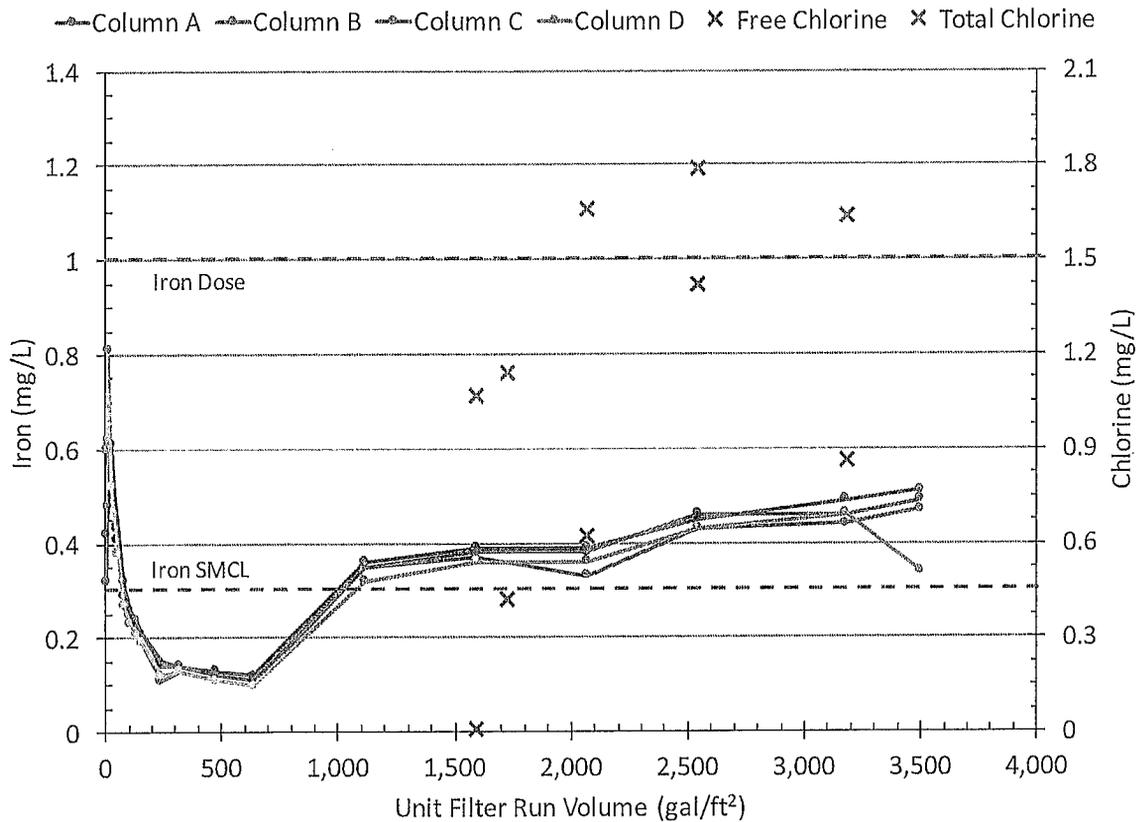


Figure 16 Iron breakthrough curves using the challenge waters and operated with the operational conditions shown in Table 9



At the start of the filter run, both iron and arsenic were being removed effectively. However, as the run approached a UFRV of 1,000 gal/ft², treated water iron was observed above the SMCL. It is suspected this was caused by having residual "typical" water quality in the raw water tank before the challenge water was treated.

At a UFRV of 1,600 gal/ft² it was noted that the free chlorine residual was non-detect entering the pilot system. The likely cause of this is the raw water ammonia present in the of the challenge wells (see Table 2). As previously described when ammonia is in the presence of free chlorine, chloramines are formed which is not strong enough an oxidants to form filterable ferric hydroxide floc, or if present convert As(III) to the filterable As(V). Perhaps the best way to mitigate the operational challenges resulting from the ammonia would be to include the ability for chlorine dosing and monitoring in the raw water tank combined with an active mixing system. Having these features in-place will help assure that an effective free chlorine residual is present and subsequently reduce the operational problems associated with the challenge waters.

Challenge water: Day 2

For the second day of challenge testing, Column B was outfitted with a chlorine feed pump to provide the option to increase the chlorine residual on that column. Despite this change, the challenge waters presented immediate issues with treatment all of the columns. Figure 17 and Figure 18 show the arsenic and the iron breakthrough curves, respectively. Column B was operated with a 1.5 mg/L to 2.5 mg/L free chlorine residual for the first 3 hours of operation, at which point the chlorine feed to Column B was shut off. Shortly there after, the common pH adjustment feed was turned off to inspect the impact of a higher pH on the treatability of the challenge waters. After two hours of operation at ambient pH, chlorine on Column B and pH adjustment were turned back on to emphasize the effects. Figure 17 and Figure 18 are annotated to highlight when process modifications were made.

Figure 17 Arsenic breakthrough curves using the challenge waters and operated with the operational conditions shown in Table 9

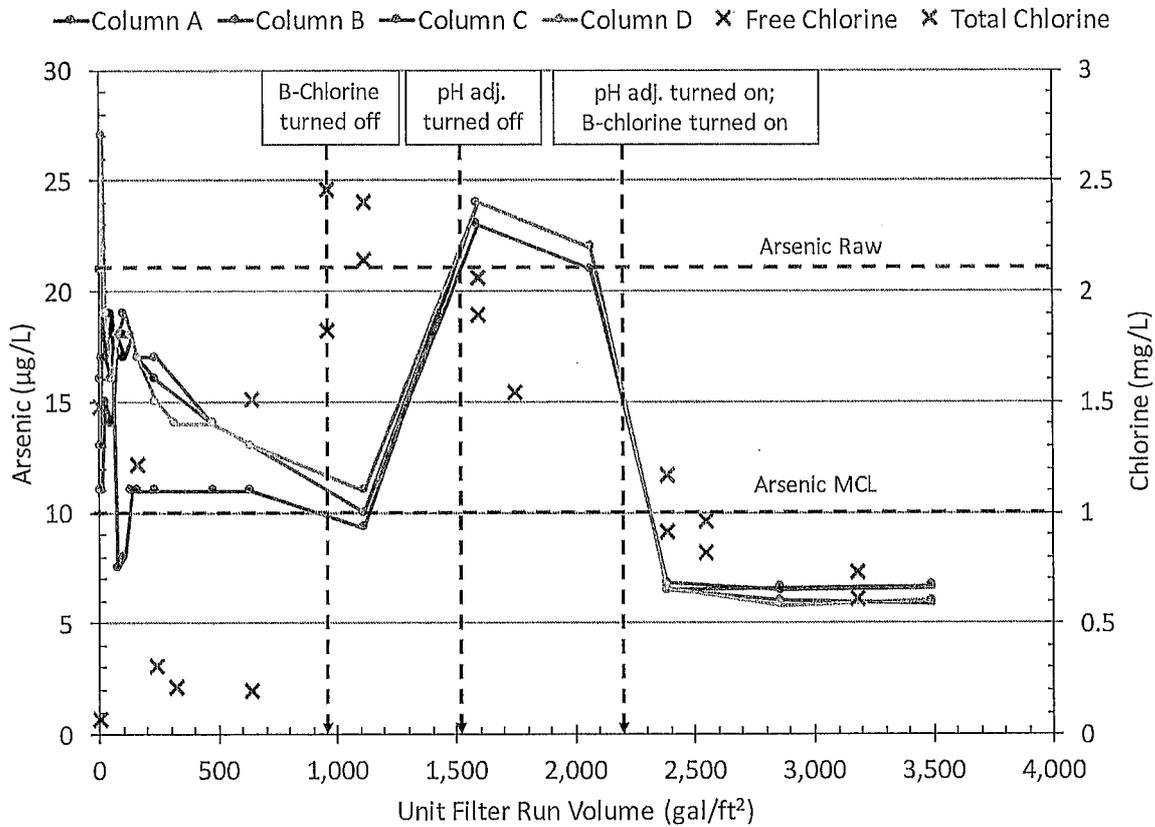
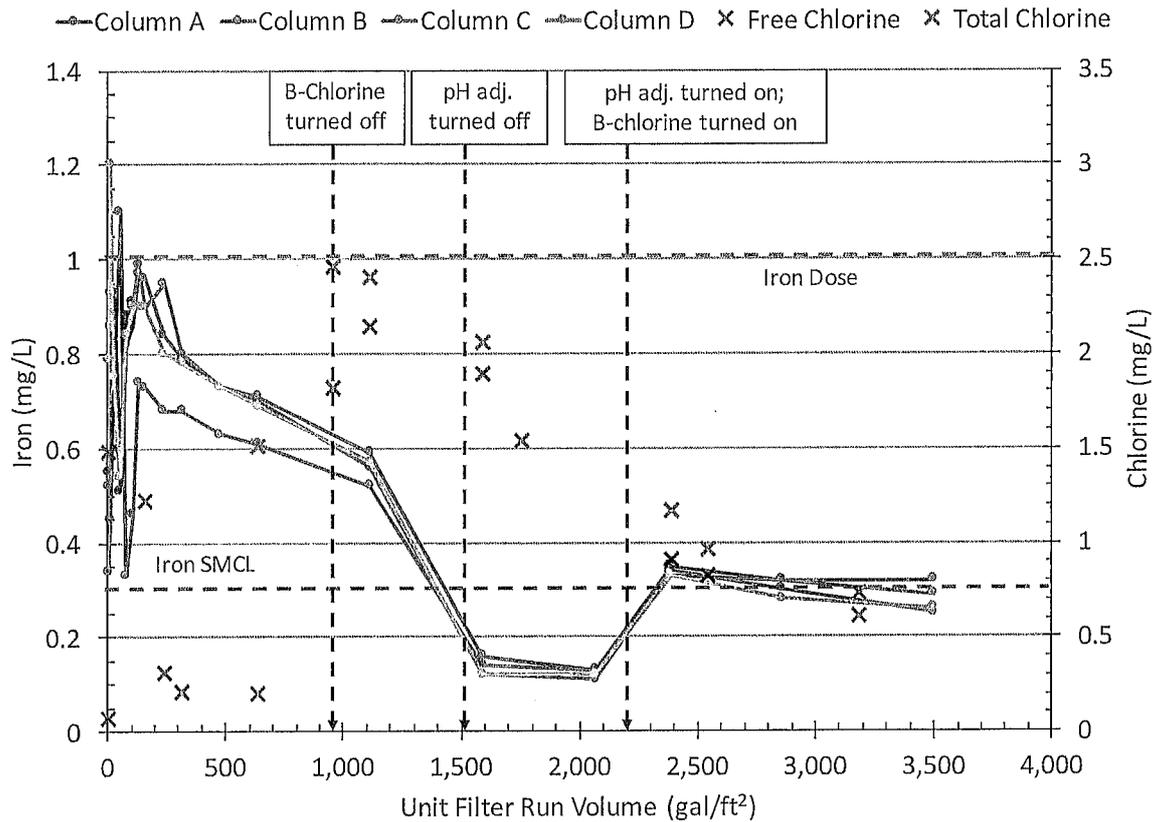


Figure 18 Iron breakthrough curves using the challenge waters and operated with the operational conditions shown in Table 9



As seen in Figure 17 and Figure 18, the free chlorine at the start of the filter run is less than 0.2 mg/L, while the total chlorine residual ranges between 0.6 mg/L and 1.0 mg/L, indicating the bulk of the residual is in the chloramine form. At these corresponding times neither arsenic, nor iron are being removed below their respective regulatory limit. At a UFRV of approximately 950 gal/ft² a free chlorine residual was detected, and both arsenic and iron removal are improved to some degree.

When the pH adjustment was turned off, increased iron removal was observed, however, arsenic results taken during this period were at or above the raw water concentration. It is suspected this was caused by release of iron from the filter bed due to re-equilibration with the ambient pH condition. When pH adjustment was reestablished with the presence of a free chlorine residual, arsenic in all columns was effectively removed below the MCL while iron was near or below the SMCL.

It is important to note the variability in the free and total chlorine residuals throughout this filter run. At the start of the run there was a predominance of chloramine. This was followed by a free chlorine residual of approximately 2.0 mg/L which slowly declined to 0.6 mg/L at the end of the filter run. This again speaks to the challenge maintaining a stable free chlorine residual when waters with free ammonia are being treated and reinforces the need for chlorine dosing, monitoring and mixing in the raw water tank.

Pilot Testing Summary

For each objective of the pilot testing, several key findings were made which are highlighted in the following sections.

Objective 1: Benchmark operational conditions and evaluate media design on filter operations

- Each media design tested was able to effectively remove arsenic and iron below their regulatory levels for the duration of the filter run at the operational conditions currently employed by the City (HLR of 2.9 gpm/ft² and ferric dose of 1.6 mg/L-Fe)
- The compromised media, representative of Cell A, exhibited earlier iron and arsenic breakthrough when compared to the non-compromised filter designs.
- The design media (Cell B) backwashed at the current backwash loading rate (7.2 gpm/ft²) showed earlier iron and arsenic breakthrough at the end of a filter run when compared to the same media design backwashed at 15 gpm/ft² for 10 minutes

Objective 2: Evaluate effect of media design and backwash design on performance

Bed expansion profiling

- Assuming even distribution, the current backwash loading rate (7.2 gpm/ft²) does not result in adequate bed expansion to cause media to reach the backwash collection headers
- A backwash loading rate greater than 25 gpm/ft² is required to provide enough bed expansion to cause media to reach the backwash collection headers
- A BWLR of 15 gpm/ft² provides more bed expansion (27%), presented minimal channeling, and is feasible given the current infrastructure. Bed expansion of 25% to 30% are typically for effectively backwashed filters.
- At 7.2 gpm/ft², channeling was observed in pilot-scale. Channeling is suspected to contribute to media loss at full-scale.
- During a simulated backwash with the “ramp-up” period currently utilized in Cell A, a portion of the anthracite layer was observed to lift approximately 12-18” before there was sufficient hydraulic energy for it to be broken up.

Filter backwash profiling

- The current backwash strategy does not adequately remove particulate from either Cell A or Cell B.
- In addition to lifting the media, the ramp-up period for Cell A reduces the overall effectiveness of the backwash process.
- A backwash rate of 15 gpm/ft² and a duration of approximately seven minutes achieves a backwash water turbidity goal of 30 NTU.

Effect of backwash conditions on solids generation

- More effective particulate removal was observed at a BWLR 15 gpm/ft² when compared to the currently utilized 7.2 gpm/ft².

Objective 3: Evaluate effect of pH and ferric chloride dose on solids generation

- A ferric chloride dose of 1.0 mg/L-Fe at a pH of 7 is effective at removing arsenic below 8 µg/L

- Lowering the ferric chloride dose from 1.6 mg/L-Fe to 1 mg/L-Fe will provide 38% reduction in solids
- When optimized, pH adjustment could reduce the overall backwash frequency by as much as 85%.

Objective 4: Evaluate select “challenge waters” under optimal operational conditions

- The presence of ammonia in the challenge water causes difficulty maintaining a free chlorine residuals and results in inefficient removal of arsenic and iron
- Chlorine dosing, monitoring and raw water tank mixing are necessary to maintain an adequate free chlorine residual.

Recommendations

The pilot testing and was successful in revealing several operational and design modifications that can improve the overall operations of the WTP. The following recommendations are prescribed with respect to raw water characterization, operational improvements and capital improvements.

Raw water characterization

Pilot testing of the challenge waters raised questions about ammonia concentrations and the arsenic speciation in the City’s wells. Given that the challenge waters contain ammonia, it is also reasonable to suspect that these sources also have arsenic in the unfilterable As(III) form. It is recommended that the City conduct further raw water sampling on all wells to determine inform the treatability. At a minimum, time series based ammonia sampling and arsenic speciation should be conducted on any well with history of causing treatment challenges. Sampling should be conducted at the following time steps after no production for at least an 8-hour period: startup, 5 minutes, 15 minutes, 30 minutes, 1 hour, 2 hours, 4 hours and 6 hours.

Additionally, chlorine demand, breakpoint kinetic studies, and disinfection by-product formation [total trihalomethane (TTHM) and haloacetic acid (HAA)] formation tests should be conducted on any well shown to have ammonia present in the raw water.

A raw water sample port should be installed on the blended water line prior to chlorination. The inclusion of this tap will allow for sampling of the blended water to support process monitoring and decision making.

Last, it is recommended that the City use the indophenol method when monitoring for both free and total chlorine. The city currently uses a DPD method, which has known interferences with organochloramines and manganese. Knowing that there are both manganese and ammonia in the challenge waters, switching to these approaches should provide improved chlorine analysis and increased process control.

Operational improvements

There are a number of operational improvements of the WTP that can be considered. It is recommended the City take a pragmatic approach to implementing these recommendations where each change is documented and evaluated prior to implementing the next change. These operational improvements are described with respect to filter loading, filter backwash, and filter surveillance.

Filter loading

Currently the City operates with a maximum HLR of 2.9 gpm/ft², which is less than 60% of the maximum design HLR of 5.3 gpm/ft². It is recommended the City operate fewer filters at a given time at a HLR

approaching the design capacity. Operating at a higher rate allows for more efficient filtration as a result of better particle penetration in the filter bed. During pilot testing the filters were operated at a rate of 5.3 gpm/ft² with no observable adverse effects. When implementing this change, the City should aim to utilize each filter for the same amount of time. Filters not needed during a specific run should remain idle and rotated into service as needed. Note, this approach may not be fully implementable until the backwash modifications are implemented on all filters.

Filter backwash

The media loss resulting from the current backwash strategy has resulted in several changes to the filter operations, including operating at the reduced HLR described above and the discontinuation of air scour. The City also experiences excessive foaming in the filters during backwash that has resulted in the discontinued use of the filters' level sensors and the air release valves becoming fouled and requiring near-continuous ongoing maintenance. The combination of these issues have resulted in costly operations and media replacement programs.

The effects of filter backwash were studied in detail during the pilot testing. Additionally, a third party full-scale filter inspection was conducted by Water Service Professionals, Inc. (WSP). The Draft outcomes of the WSP filter investigation are included in Appendix A. As an outcome of the dual investigations, two proposed backwash modification scenarios are put forth. First, an alternative that does not utilize the air scour process, and second, the alternative developed by WSP that is centered around the use of air scour. It is believed there are merits to each approach and therefore each should be explored by the City. It is recommended the City dedicate an individual filter to each approach to be demonstrated and evaluated at full-scale.

Backwash approach without air scour

The full-scale modifications for this approach include the following steps:

1. Eliminate ramp-up of Cell A
2. Backwash at a rate of 15 gpm/ft² for a duration of 7 to 8 minutes or until a turbidity threshold 30 NTU is achieved

The ramp-up period used with Cell A was shown to have adverse effects on the backwash process (Figure 7 and Figure 8). Based on this, it is recommended the City modify the backwash approach to eliminate the ramp-up period.

Finally, it is recommended the City increase the BWLR to 15 gpm/ft² for a duration of 7 to 8 minutes. The increased BWLR at a decreased duration was shown throughout the pilot testing to be more effective when compared to the current backwash practice.

Backwash approach with air scour

As a result of their inspection, WSP contends that a major contributing factor to the media loss is presence of entrained air, and as such, the following approach includes steps for the air to be released and the inclusion of the air scour process. Other key findings from the WSP inspection is that full media replacement will not be required and the media can simply be returned to its original level by adding sand and anthracite as needed. WSP also suggests the reinstallation of the filter level sensors and raising the backwash collection headers to reduce medial loss. While raising the headers is a feasible option, it is

suggested that step is not taken until the media loss is addressed through other measures to not mask the origin of the problem.

The full-scale backwash modifications for approach presented by WSP include the following steps:

1. Open only the by-pass valves on the PRV's in both cells to be backwashed. Allow 10-15 minutes for venting of entrapped gases.
2. Leave the PRV by-pass valves open and then open the filter draw down valve. No media should be present in waste water during the drain down step. Be sure that the drawdown step is extended to allow for the water level to drain completely. Reintroduction of the level indicators would be helpful for level verification.
3. Close the drain valve, initiate the air blower and open the air scour valve to both filter cells. Allow both cells to air scour briefly (1-2 minutes). Each filter should be receiving ½ the normal air volume. No water should be flowing. All air should be escaping through the PRV drain line.
4. Close the air scour valve to Cell B and then allow the filter backwash to proceed.
5. Open the backwash waste valve for the filter cell just air scoured and initiate a low flow backwash (6 – 8 gpm/sf) for 2-3 minutes. Increase backwash to high rate (13 – 15 gpm/sf) for appropriate duration, reduce backwash to original backwash rate (6 – 8 gpm/sf) for 2-3 minutes.

Filter surveillance

A filter surveillance program should be implemented to ascertain the effects of the operational improvements and long-term filter performance. A filter surveillance program is a prescribed approach to document the performance and condition of the City's filters. While the specific conditions can be tailored to the City's needs, a typical surveillance approach include the following:

- Daily Observations
 - Raw water blend being treated
 - Dose rates for all chemicals applied
 - Filter HLR, filter run time, UFRV, and observations during operations
 - BWLR, duration, observations during backwash.
 - Document observations in a daily log
- Monthly
 - Summarize daily reports.
- Quarterly
 - Measure media depth in both cells of all filters
 - Take core samples from each filter cell; visually inspect media for fouling or other notable effects
- Annually
 - Collect media samples for laboratory characterization and compare to media design specifications
 - Compile annual filter surveillance report

The filter surveillance program should also note the reason for any operational changes and the observed process improvements. Additional filter surveillance guidelines can be found via the American Water Works Association (AWWA) and the Water Research Foundation (WaterRF).

Capital improvements

Based on the outcome of the pilot testing, and previous efforts with the City, the following capital improvements are recommended for the WTP. Capital improvements are prioritized by the order they are presented. It should be noted that these recommendations compliment the previous recommendations in the TM issued November 5, 2015.

Chlorine dosing, monitoring and mixing in the raw water tank

As demonstrated during the pilot testing with the challenge waters, maintaining an adequate free chlorine residual is essential for effective arsenic and iron removal with the C/F process. Given the varying water quality from the blended sources and the kinetics of breakpoint chlorination, maintaining a free chlorine residual at all times with the singular chlorine feed location is challenging, if not impossible. Because of this, it is recommended the City implement the ability to dose additional chlorine, monitor real time free chlorine and total chlorine, and include mixing in the raw water tank. These items could be added as individual components in the tank, or preferably as a single integrated unit, such as the PAX Water Technologies (PAX) Residual Control System (RCS). The current market available RCS unit does not include free chlorine monitoring, but discussions with their representatives suggest this option could be easily incorporated.

pH adjustment

The benefits of pH adjustment with respect to the solids generation and subsequent handling were clearly demonstrated at pilot-scale. As a result, it is recommended the City proceed with the design and installation of the pH adjustment facilities. The components to be considered, include, but are not limited to:

- *Chemical storage and containment* – new chemical storage facilities will be required for sulfuric acid and caustic soda storage. These facilities will each require double containment
- *Chemical feed systems* – dosing pumps will be required for both the sulfuric acid (prior to treatment) and caustic soda feed (prior to distribution). The chemical feed rate will be controlled by online pH meters integrated in the City's SCADA system. It is recommended a treated water pH of 7.0 is achieved and the pH is returned to near ambient conditions prior to distribution to prevent corrosion issues. Each chemical feed point will require a static mixer to assure complete dispersion of the chemical.

Summary of Recommendations

Through the recent pilot testing and initial water treatment plant (WTP) evaluation, several capital and operational improvements were recommended that have the potential to improve and summarized below. It should be noted that additional information learned through the pilot testing and filter inspection efforts resulted in some of the previous recommendations being considered invalid. In order to provide a comprehensive summary, recommendations considered invalid are included with a brief description of why they are not believed to be meaningful. These recommendations have been reviewed with City Staff and are presented in the order in which they should be implemented. For each recommendation, the phase of the project where it was developed is noted in parenthesis. Note, many of the raw water characterization and operational improvement recommendations are considered "high priority" as they can be implemented relatively quickly, with limited capital investment.

Capital improvements

1. Chlorine dosing, monitoring and mixing in the raw water tank (Pilot testing)

Implement the ability to dose additional chlorine, monitor real time free chlorine and total chlorine, and include mixing in the raw water tank.

Given the variability of the water quality that is treated at the City's WTP, maintaining an appropriate free chlorine residual will be extremely challenging with out monitoring and automation. As described in the Pilot Testing Technical Memorandum, the presence of a free chlorine residual is requisite for proper operations at the WTP. This is considered a HIGH priority and should be implemented at the same time as the Capital Improvement Recommendation 2.

2. pH adjustment

It is recommended the City proceed with the design and installation of the pH adjustment facilities.

Inclusion of pH adjustment will reduce the solids generated at the WTP. This is considered a HIGH priority and should be implemented at the same time as the Capital Improvement Recommendation 1.

3. Restore filter media (Pilot testing)

Once the media loss is controlled through the recommended operational improvements,

The compromised media depth existing in Cell A at full-scale was included during pilot testing. The compromised media demonstrated a reduced capacity for iron and arsenic removal as well as an unacceptable backwash profile. This is considered a HIGH priority, but should not be implemented until the media loss issue is better addressed.

4. Static mixer evaluation (Treatment evaluation)

The mixer currently used by the City does not properly mix across a range of operational flows. It is recommended that a flow-paced static mixer be assessed for appropriateness for implementation at the City's WTP.

The static mixer will be evaluated and upgraded as necessary part of implementing the pH adjustment system.

5. Install wire mesh plugs on the pipe headers (Treatment evaluation)

Wire mesh plugs need to be installed on pipe headers such that filter media is not washed away.

While this recommendation can still be considered, it should not be implemented until after the backwash modifications and media loss issues have been further investigated. Doing so beforehand may mask continuing problems and result in poor filter performance. If implemented, filter manufactures should be contacted to identify the appropriate mesh size to prevent operational challenges. This is considered a LOW priority

Pilot testing to optimize filtration and backwash performance (Treatment evaluation)

A brief pilot testing program is recommended in order to further evaluate filtration and backwash performance.

Pilot testing is COMPLETE.

Raw water characterization

1. Time series sampling (Pilot testing)

Time series ammonia sampling and arsenic speciation should be conducted on any well with history causing treatment challenges. Sampling should be conducted at the following time steps after the well has ben off for at least an 8-hour period: startup, 5 minutes, 15 minutes, 30 minutes, 1 hour, 2 hours, 4 hours and 6 hours.

The intended outcome is to better understand if the ammonia concentrations and arsenic speciation is stable or dynamic. If these constituents vary over time their management at the WTP can be further complicated. This recommendation is considered HIGH priority.

2. Water quality parameter sampling and monitoring (Treatment evaluation)

Routine raw water ammonia testing was recommended for the City's wells and should be coupled with the time series recommendation from the pilot testing.

See above comments from Time series sampling.

3. Adopt indophenol method for chlorine monitoring (Pilot testing)

Use the indophenol method (HACH method 10241) when monitoring for both free and total chlorine.

The current method used by City staff (HACH method 8021) has known interferences due to the presence of organochloramines and manganese. Adaptation of the indophenol method (HACH method 10241) will yield more reliable disinfectant residual results. This recommendation is considered HIGH priority.

4. Backwash inlet valve actuator (Pilot testing/filter evaluation)

Upgrade pneumatic actuator for the backwash inlet valve that confirms in SCADA the valve positioning.

The current pneumatic valve is reported by staff frequently stick in various positions and its can only be status can only be confirmed visually impacting both backwash rates and backwash durations. This is considered to be a HIGH priority. In the longer term aspect, the City should plan to upgrade all valves to have electric actuators.

5. Bench top testing and evaluation (Pilot testing)

Chlorine demand, breakpoint kinetic studies, and disinfection by-product [total trihalomethane (TTHM) and haloacetic acid (HAA)] formation tests should be conducted on any well shown to have ammonia present in the raw water.

This is intended to inform the time and dose necessary to achieve a stable free chlorine residual with the ammonia impacted sources. Additionally, this testing will inform whether the increased chlorine dose will result in disinfection by-product compliance challenges. This recommendation is considered HIGH priority, but should not be implemented until item #1 is complete.

6. Install flow control and flow monitoring on each cell (Treatment evaluation)

Given the mode of operations of the two cells in the filter, flow control and monitoring instrumentation is recommended on each cell in each filter.

Flow control and monitoring would assist the City with the filter surveillance and may provide an initial indication of differences arising in between the two cells. This recommendation is considered MEDIUM

priority and should be considered further if the operational and capital improvements do not address the operational challenges.

Operational improvements

Comparative backwash evaluation (Pilot testing, filter evaluation)

Evaluate and document the outcomes of the following two backwash strategies prescribed in the the Pilot Testing Memorandum.

This recommendation is intended to investigate backwash approaches with and without the use of air scour to mitigate the media loss in Cell A of the filter vessels and more effectively remove arsenic laden iron. The backwash approach with the use of air scour is an outcome of the filter evaluation by Water Service Professionals (WSP) while the recommendation to eliminate the ramp-up period and backwash at a higher rate was informed by observations of the pilot testing. This recommendation is considered HIGH priority.

Filter surveillance (Pilot testing)

Implement a long-term filter surveillance program.

A filter surveillance program will provide historical context for future operational challenges and serve as a resource for City staff to document, compare, and evaluate operational and capital modifications. This recommendation is considered HIGH priority and should be implemented immediately.

Raw water sample port installation (Pilot testing)

A raw water sample port should be installed on the blended water line prior to chlorination.

This sample port will allow for chlorinated water samples to be collected. The City should also consider the purchase of a Hach SL1000 which will allow for simultaneous monitoring of ammonia, monochloramine, total chlorine, and free chlorine. This recommendation is considered HIGH priority.

Operate at a higher hydraulic loading rate (HLR) (Pilot testing)

It is recommended the City operate fewer filters at a given time at a HLR approaching the design capacity.

Operating at a higher rate allows for more efficient filtration as a result of better particle penetration in the filter bed. This recommendation is considered HIGH priority and should be implemented as soon as possible based on production capacity.

Use of Wells (Treatment evaluation)

A recommendation for the combinations of wells used by the City was developed as part of the initial Treatment Evaluation. While still viable, the recommended combined usage of the wells used should be reevaluated based on the recommended start-up ammonia sampling results and the increasing nitrate concentrations in Well 3A.

This recommendation is intended to serve as a starting point for how the City should operate their wells. This recommendation should continue to be refined by City Staff based upon additional water quality sampling (see raw water characterization) and operational experience.

Measure free chlorine in the effluent of the raw water tank daily (Treatment evaluation)

In the absence of an online chlorine analyzer, it is recommended that free chlorine residual be measured in the effluent of the raw water tank at least once daily, and the chlorine dose be adjusted accordingly.

This recommendation is should be implemented until the installation of chlorine dosing, monitoring and mixing in the raw water tank is complete (See capital improvements section)

Establish alert levels for iron (Treatment evaluation)

Integrate the iron analyzer into the WTP's SCADA system. Alert levels should be set to indicate high iron concentrations. If iron concentrations in the filter effluent were to exceed a threshold value, the filter should be either taken offline, or sent into backwash.

In additional to alert levels, the iron analyzer can be used as part of the filter surveillance program. The results from the analyzer could be utilized to better understand the filter ripening and particulate break through. Further, the analyzer can be used to alert staff when the iron concentration is approaching the SMCL. This should be implemented when the City conducts SCADA upgrades associated with the capital improvements

Other recommendations

Residuals management system evaluation (Treatment evaluation)

A detailed evaluation of the residuals management system including the alum coagulation process, floc settling performance in the tanks, retrieval and processing of sludge from the tanks, etc. need to be performed.

If pH adjustment is implemented and solids handling continues to be problematic, the City should consider further evaluation of the solids handling process with respect to active mixing, alum dose, and polymer addition.

Hydraulically isolate cells (Treatment evaluation)

If the existing backwash pumps, valving, and piping do not allow combined backwash of both cells, the partition between the two cells should be modified such that one cell is completely isolated from the other during a backwash.

This recommendation is no longer considered valid. The metal barrier in between the cells is not strong enough for hydraulic isolation and would burst due to pressure if the two cells were completely sealed off. Also, renovating the full-scale filters for hydraulic isolation would be of high capital cost to the City with no assurances of success.

If not hydraulically isolated, backwash both cells at the same time (Treatment evaluation)

The two cells should ideally be backwashed simultaneously at the same rate with equal split of backwash water and air scour flows.

This recommendation is no longer considered valid. Through pilot testing and filter inspection, two alternative backwashing strategies are recommended for full scale evaluation.

Filter underdrain investigation (Treatment evaluation)

Filter underdrains need to be inspected to determine their conditions, and identify any necessary improvements.

At this time, complete installation of the filter media is not required, and restoring the media to design specifications does not require removing the existing filter media from the vessels. If the media needs to

be completely replaced in the future, the City should perform a filter underdrain investigation and document findings as part of filter surveillance.

Appendix A: Water Service Professionals Filter Inspection Report

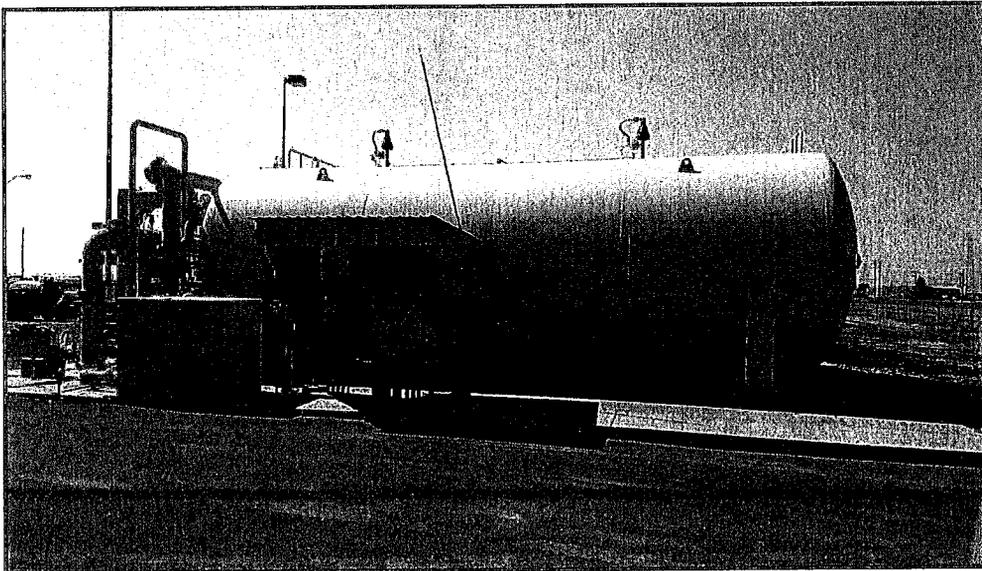


CITY OF CORCORAN, CA

PUBLIC WORKS
DEPARTMENT

FILTER INSPECTION
REPORT

MARCH 17, 2016





FILTER REPORT CARD

Utility: City of Corcoran, CA Date: 3/18/2016
Contact Name: Joe Faulkner Title: Chief Plant Operator
Contact Phone: 559-707-1568 Contact e-mail: joe.faulkner@cityofcorcoran.com
Treatment Plant: Corcoran Water Treatment Plant
Address: 832 Whitley Avenue
City: Corcoran State: CA Zip: 93212
Plant Phone: 559-992-2151 ext. 302 Number of Filters at Plant: six (6) dual cell HPF

Water Source (choose one)

- Surface Water
Name of source: _____
 Ground Water

Filter Type: (Choose one)

- Concrete Gravity
 Packaged Plant
 Vertical Pressure Filter
 Horizontal Pressure Filter

Dimensions:

Length: _____
Width: _____
Diameter: _____

Media Depth: (design)

Anthracite: 12" inches 0.60 - 0.80mm, 1.6 UC
Sand: 18" inches 0.30-0.35mm, 1.6 UC
Greensand: _____ inches
Gravel: 16" inches
GAC: _____ inches
Other: _____ Specify: _____

Underdrain: (Choose all that apply)

- Dual Parallel Lateral
 Pipe Laterals
 Cast in place
 Other (Specify): _____
 Direct Media Retention

Auxiliary Scour: (Choose all that apply)

- Air Scour
 Surface Wash

Backwash Waste: (check all that apply)

- Sewer
 NPDES
 Recycled
 Other (Specify)

Location (Choose one)

- Inside
 Outside

Other Information:

Corcoran Water Treatment Plant

Background

Mr. Andrew Taylor from Water Service Professionals (WSP) met with representatives from the City of Corcoran and Corona Environmental Engineering at 7:00am on Thursday, March 17, 2016. The purpose of the visit was to perform an inspection of horizontal pressure filter #1 at the facility. Filter #6 was inspected the following day.

The Corcoran WTP is comprised of six (6) dual bay horizontal pressure filters. Each pressure filter measures 10' diameter x 40' straight side has a total filter area of approximately 200 square feet. Each filter bay measures approximately 10' x 20'. Filter #1 is located closest to the office and filter #6, added in 2011, is closest to the finished water storage tank. The five original filters (#1-#5) were rebuilt in 2010.

The plant treats groundwater from nine different wells and utilizes a 0.5 MGD equalization tank ahead of the pressure filters. The filters were designed with header/lateral underdrains with plastic nozzles, air scour, 16" of graded gravel, 18" depth of 0.30 -0.35 mm silica sand, 12" depth of 0.60 – 0.80 mm anthracite.

The primary objective of the filter inspections is to evaluate the condition of the remaining filter media and to help identify the cause of the excessive media loss being incurred during backwash. The majority of the media loss is reported from the first cell backwash in each pressure filter.

Observations

Upon the author's arrival, both cells of filter #1 were taken off line, opened, and drained. Prior to entering the filter, an O₂ monitor was used to confirm that safe oxygen levels existed within the filter tanks.

Inlet Distributors

There are a series of ten (10) 4" PVC inlet distributors in each filter cell. Each inlet distributor has five (5) 2 ½" diameter orifices. The inlet distributors are located approximately 21" below the access hatch and by design, approximately 25" above the media surface. The inlet distributors were coated in ferric sludge, filter media and "foam". Additionally, the inlet distributor in filter cell 6A (back cell) visibly lifted during a brief backwash test.



Inlet distributor in Cell 6A

Filter Media Surface

The filter media surface in filters 1 and 6 appear irregular and heavily fouled. Filter media in filter 6 was inspected both before and after a backwash with very little change in appearance. The media is heavily coated with what appears to be ferric-based sludge.

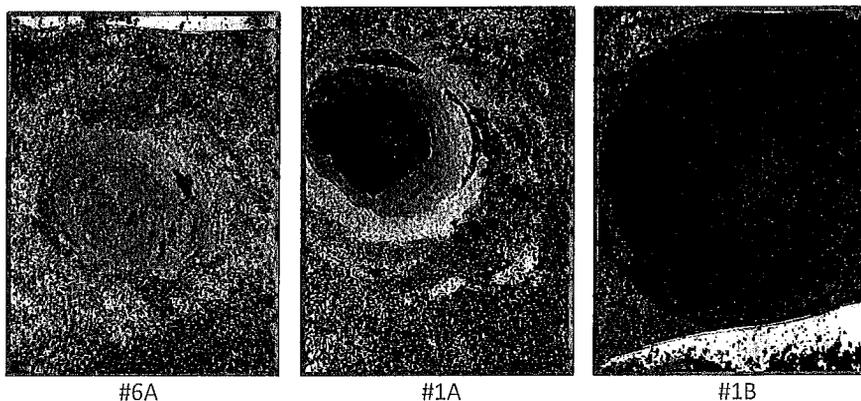


Filter media surface in Cell 6A

Testing

- Media Excavations / Core Sampling – Media was manual excavated down to the support gravel in one (1) location within filter 6A, 6B and 1B. Additionally, core samples were collected from filter 1A. Samples from each type of media from cells 1A and 6B were combined and one (1) quart samples of both the sand and anthracite were forwarded for laboratory evaluation.

Description	Sand	Anthracite
Design	E.S. 0.30 – 0.35mm UC ≤ 1.6	E.S. 0.60 – 0.80mm UC ≤ 1.6
Filter 1A	E.S. 0.37mm UC = 1.39	E.S. 0.71 mm UC = 1.35
Filter 6B	E.S. 0.44 mm UC = 1.47	E.S. 0.94 mm UC = 1.58

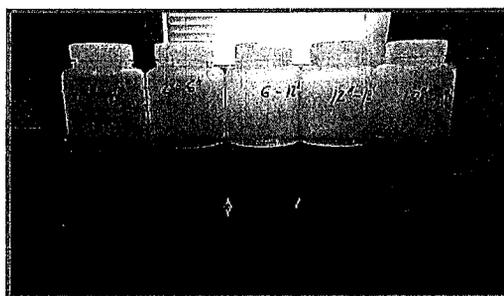


Excavation Photos

Notice the condition and quantity of Anthracite in cell 1B vs cells 1A and 6A

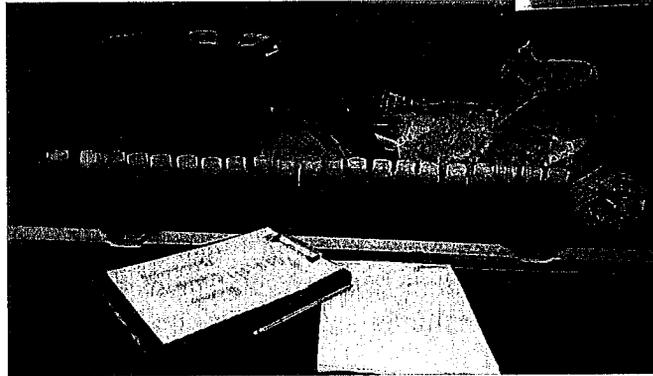
Of the four samples submitted for testing, only the anthracite from cell 1A still within specification. All other samples were measure above the original specified effective size. This is not uncommon in filters with substantial chemical build-up on the media.

- Floc Retention Testing – Portions of each core sample were collected at 6” increments across the entire bed depth. These samples were weighed and washed. The wash water generated was tested to determine the amount of accumulated solids present. This sampling and testing was performed both pre- and post-filter backwash.
 - Pre-Backwash – The floc retention test results graph is included at the end of this document. The pre-backwash floc retention graph confirms the media has a heavy coating of solids across the entire depth. The upper 2/3 of the remaining filter media is heavily coated and the bottom
 - Post Backwash – The floc retention test results graph is included at the end of this document. The turbidity graph suggests that the filters are not being adequately cleaned by the existing backwash protocol. As illustrated on the chart, there is only a slight improvement in bed condition following a backwash.



Post backwash floc retention samples

- Backwash Turbidity Profile– Using 10 NTU as a target turbidity value for terminating a backwash, the attached backwash turbidity profile graph further illustrates the inefficiency of the existing backwash procedure.



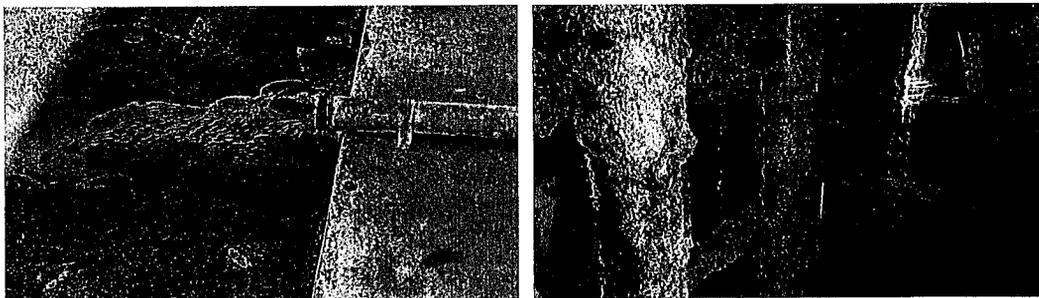
Turbidity profile samples from left to right 0:00 – 10:00 minutes

Conclusions

The current media loss issues appear to be two-fold.

The first issue is a positive feedback loop. Filter air scour during backwash was perceived to be contributing to the media loss issue, however, without air scour, the media condition will deteriorate, cause shorter run times, more frequent backwashes, and more media loss.

Secondly, the ferric coating found along the entire tank interior, along with the large volume of media-laden “foam” within the filters, suggests that the filters may be acting almost like dissolved air flotation systems. It appears that gases are coming out of solution within the filter beds and these gases are lifting filter media and ferric to the top of the pressure vessels and into the air relief valves. Additionally, we hypothesize that a large amount of gas is becoming trapped in the filter media and is contributing to media loss during backwash. Media loss from the second cell is less noticeable because entrapped gases can escape over a longer period of time prior to the backwash.



Ferric sludge from PRV drain and example of sticky foam coating tank internal surfaces

Recommendations

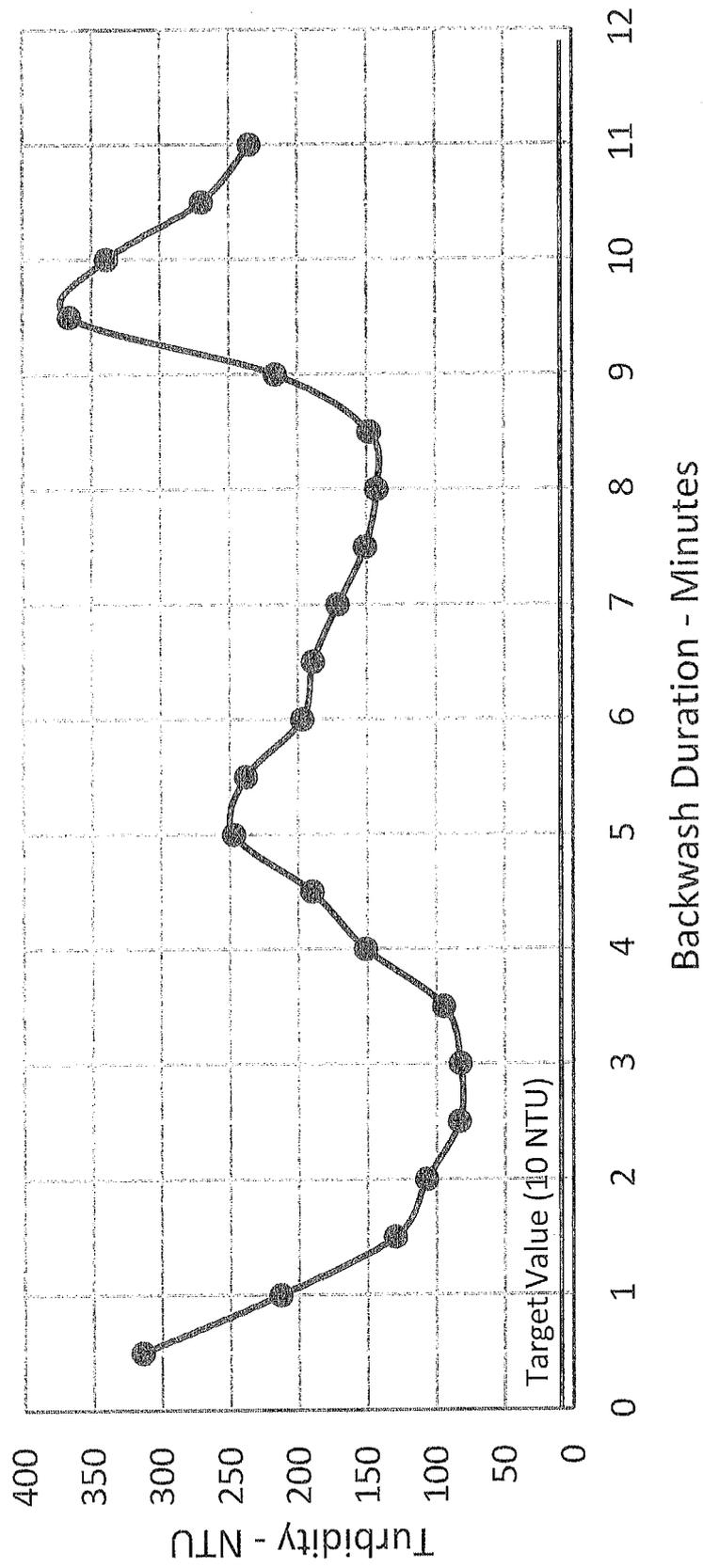
- A. Consider implementing the following revised backwash protocol in one (1) filter to evaluate its impact on media loss:
1. Open only the by-pass valves on the PRV's in both cells to be backwashed. Allow 10-15 minutes for venting of entrapped gases.
 2. Leave the PRV by-pass valves open and then open the filter drain-down valve. No media should be present in waste water during the drain down step. Be sure that the drain down step is extended to allow for the water level to drain completely. Reintroduction of the level indicators would be helpful for level verification.
 3. Close the drain valve, initiate the air blower and open the air scour valve to both filter cells. Allow both cells to air scour briefly (1-2 minutes). Each filter should be receiving $\frac{1}{2}$ the normal air volume. No water should be flowing. All air should be escaping through the PRV drain line.
 4. Close the air scour valve to Cell B and then allow the filter backwash to proceed.
 5. Open the backwash waste valve for the filter cell just air scoured and initiate a low flow backwash (6-8 gpm/sf) for 2-3 minutes. Increase backwash to high rate (13 – 15 gpm/sf) for appropriate duration, reduce backwash to original backwash rate (6-8 gpm/sf) for 2-3 minutes.
- B. Reinstallation of filter level indicators would allow for automatic verification that the water level has completely drained prior to initiating the air scour step.
- C. Consider raising the influent distributors/backwash collection laterals. This can be achieved by installing a longer PVC nozzle from the influent header to the laterals. Laterals would need to be shortened on both ends. The laterals could be raised almost 12" to increase freeboard and further reduce media loss. Additional information can be provided if this option is being considered.
- D. Reintroduction of the air scour step is absolutely required for the eventual successful operation of these filters. Ferric-based chemicals can be incredibly difficult to remove during backwash. The additional energy introduced into the backwash by the air scour is critical for achieving the cleaning required to keep the filters operating effectively.

- E. Finally, the anthracite depth in the four filter cells inspected (1A, 1B, 6A, 6B) were well below design depth. None of the cells had more than 6" of anthracite remaining. Filter anthracite depths should be returned to design levels after the media loss issue is resolved.

Water Service Professionals Annual Maintenance Program is an excellent way to help protect your filter plant's most important component.



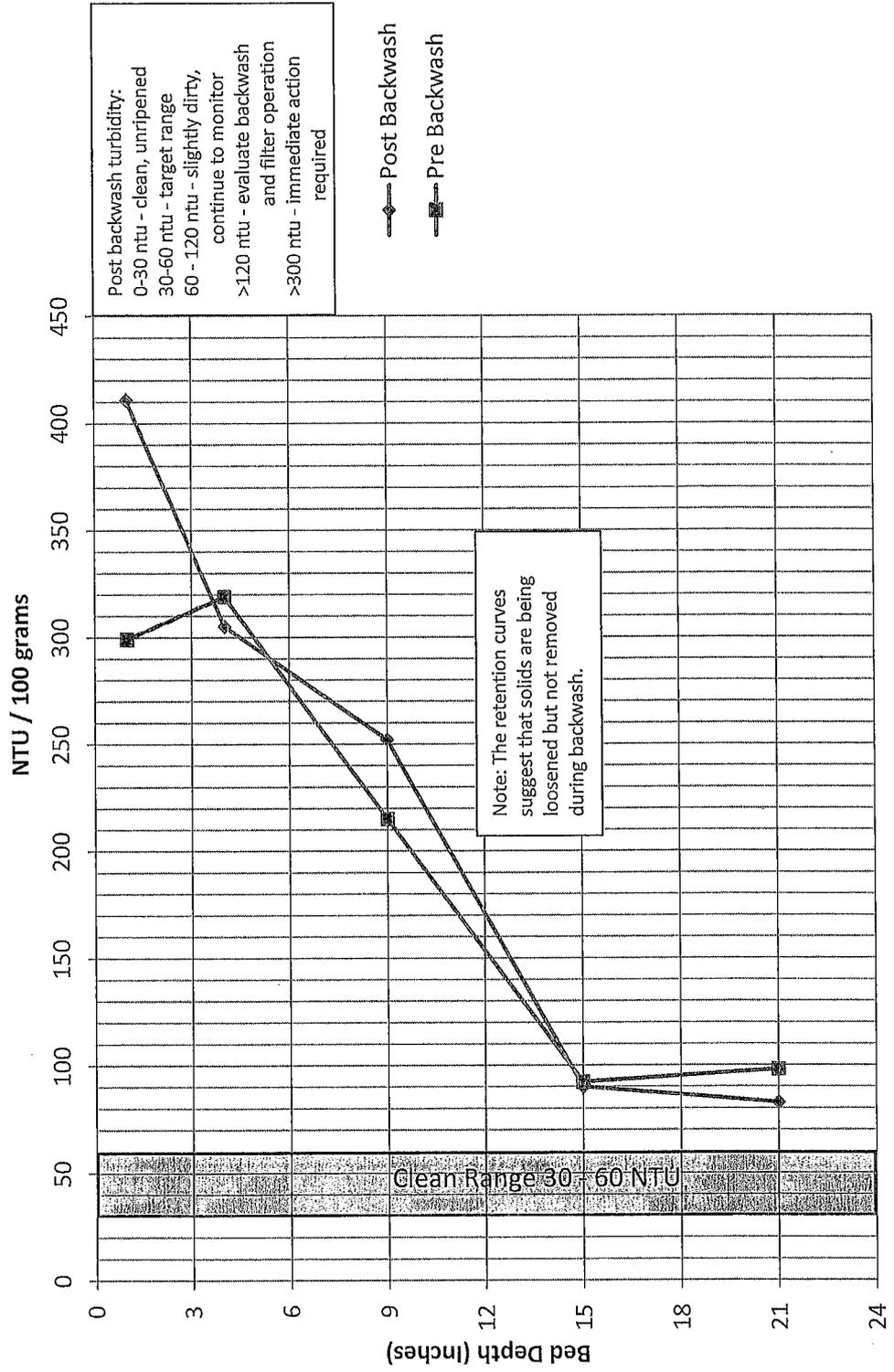
Filter #1B Backwash Turbidity Profile



Backwash Duration - Minutes



Filter # 1B Floc Retention Comparison





SOLAR TESTING LABORATORIES, INC.

Geotechnical and Environmental Engineering, Materials Testing, and Construction Inspection

1125 Valley Belt Road, Brooklyn Heights, Ohio 44131

Phone: 216-741-7007 • Fax: 216-741-7011

www.stloho.com



MATERIAL ANALYSIS

PROJECT:	CORCORAN, CALIFORNIA	FILE NO.:	S016214
CLIENT/CONTRACTOR:	WATER SERVICE PROFESSIONALS	REPORT NO.:	001
OWNER:	CITY OF CORCORAN	DATE:	4/11/16

On April 6, 2016, four filter media samples were delivered to Solar Testing Laboratories, Inc. for sieve analyses.

Following are the test results:

FILTER SAND			
Sieve Size	Particle Size (mm)	% Passing	
		1-A	6-B
#18	1.026	100.0	100.0
#20	0.877	98.2	99.5
#25	0.717	96.9	98.1
#30	0.584	85.7	65.7
#35	0.479	49.6	17.5
#40	0.406	21.5	2.4
#45	0.342	3.0	

Test	Result	
Effective Size (mm)	0.37	0.44
Uniformity Coefficient	1.39	1.29

ANTHRACITE			
Sieve Size	Particle Size (mm)	% Passing	
		1-A	6-B
#6	3.366	100.0	100.0
#8	2.440	99.6	99.3
#10	2.062	99.0	97.1
#12	1.717	95.9	79.6
#14	1.417	88.7	53.7
#16	1.203	79.4	32.6
#18	1.026	58.6	15.8
#20	0.877	28.2	5.2
#25	0.717	10.7	1.2
#30	0.584	1.2	

Test	Result	
Effective Size (mm)	0.71	0.94
Uniformity Coefficient	1.47	1.58

If you have any questions, please do not hesitate to contact our office.®

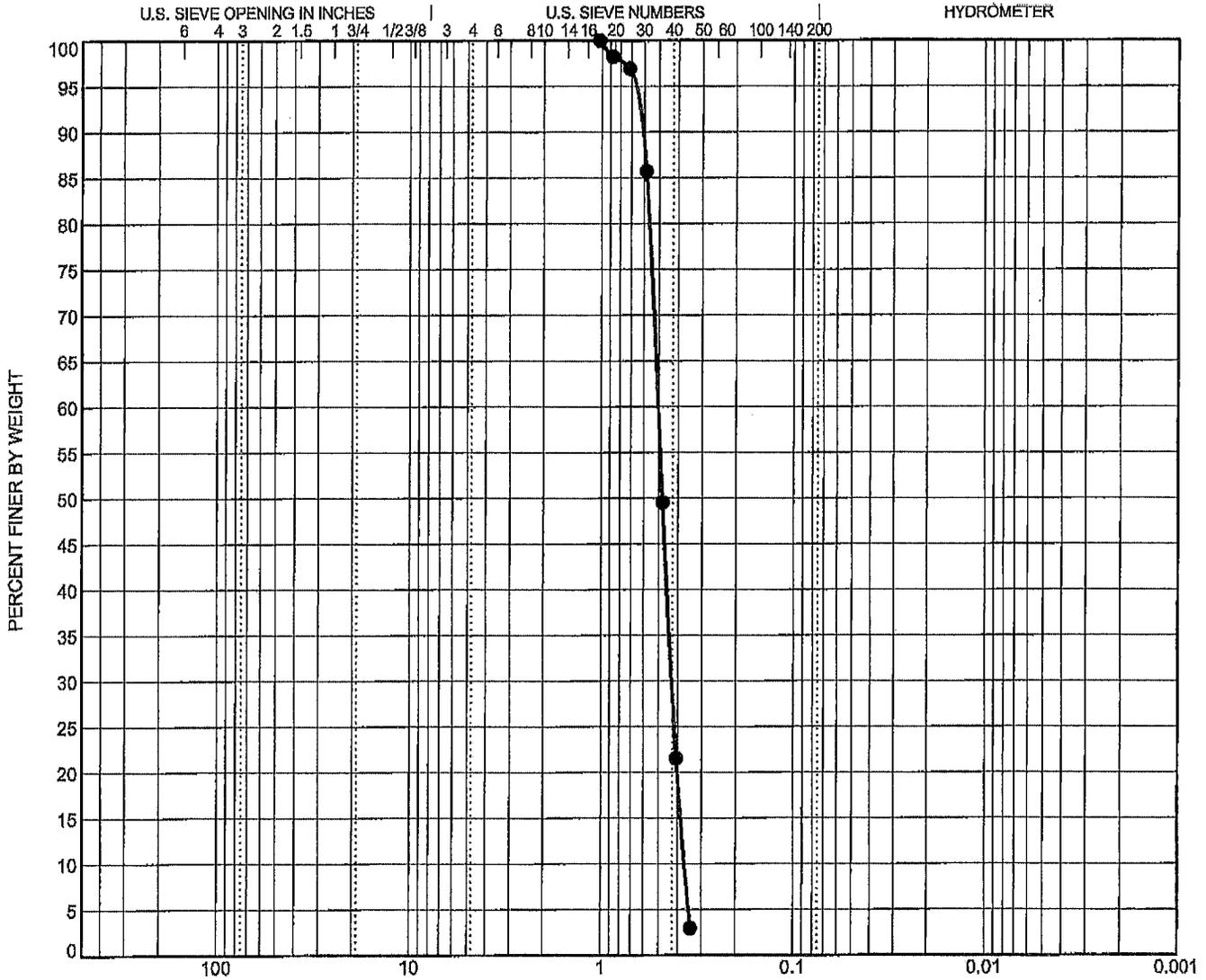
TECHNICIAN: DONALD HOLLENBAUGH

SOLAR TESTING LABORATORIES, INC.

Dennis L. Sanderson
Vice President/General Manager

jnp 4/13/16
Attachments

GRAIN SIZE DISTRIBUTION TEST REPORT

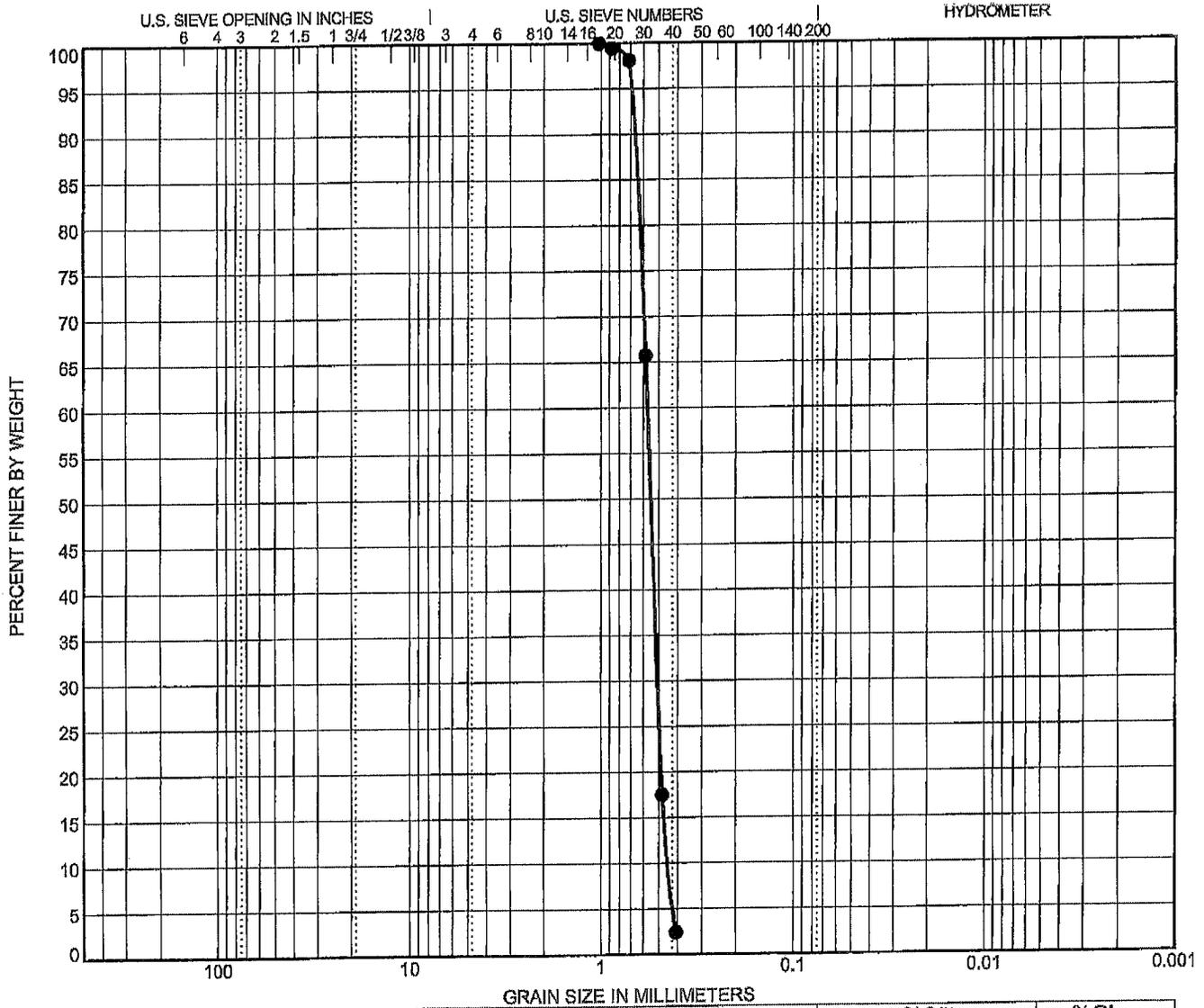


% +3"	%Gravel	%Sand	%Silt	%Clay
0.0	0.0			

LL	PI	D90	D60	D50	D30	D15	D10	Cc	Cu
		0.632	0.507	0.48	0.427	0.382	0.365	0.98	1.39

REMARKS	USCS	AASHTO
<p>PROJECT NUMBER <u>S016214</u></p> <p>PROJECT NAME <u>CORCORAN, CA.</u></p> <p>LOCATION <u>Corcoran, CA</u></p> <p>DATE <u>4/11/16</u></p>	<p style="text-align: center;">MATERIAL DESCRIPTION</p> <p style="text-align: center;">Sand 1-A</p>	
<p>Solar Testing Laboratories, Inc. 1125 Valley Belt Road Brooklyn Heights, Ohio 44131 Telephone: 216-741-7007 Fax: 216-741-7011</p>	<p>CURVE # _____</p>	

GRAIN SIZE DISTRIBUTION TEST REPORT

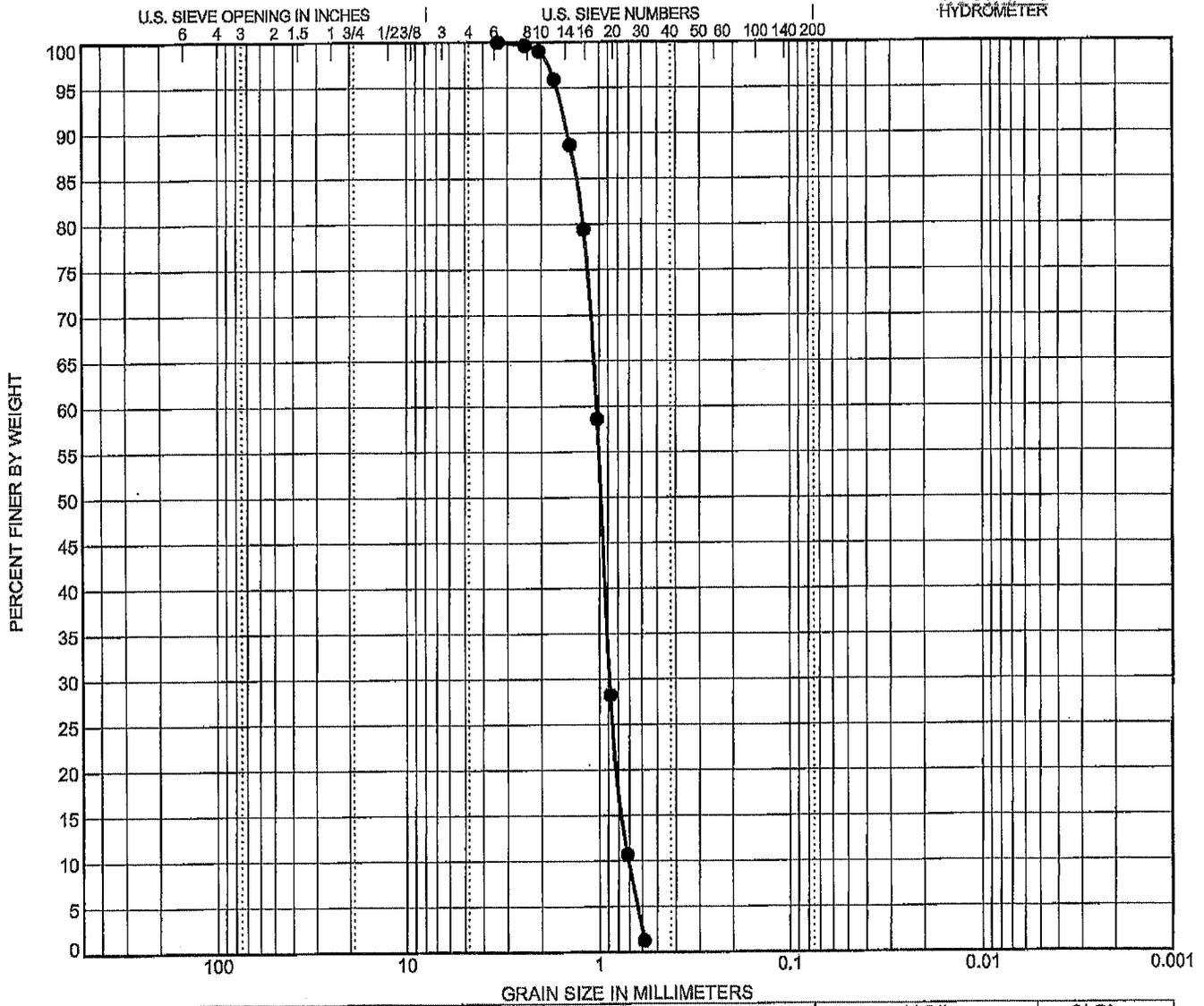


% +3"	% Gravel	% Sand	% Silt	% Clay
0.0	0.0			

LL	PI	D90	D60	D50	D30	D15	D10	Cc	Cu
		0.681	0.57	0.547	0.504	0.466	0.441	1.01	1.29

REMARKS	USCS	AASHTO
<p>PROJECT NUMBER <u>S016214</u></p> <p>PROJECT NAME <u>CORCORAN, CA.</u></p> <p>LOCATION <u>Corcoran, CA</u></p> <p>DATE <u>4/11/16</u></p>	<p>MATERIAL DESCRIPTION</p> <p style="text-align: center;">Sand 6-B</p>	
<p>Solar Testing Laboratories, Inc. 1125 Valley Belt Road Brooklyn Heights, Ohio 44131 Telephone: 216-741-7007 Fax: 216-741-7011</p>	<p>CURVE # _____</p>	

GRAIN SIZE DISTRIBUTION TEST REPORT

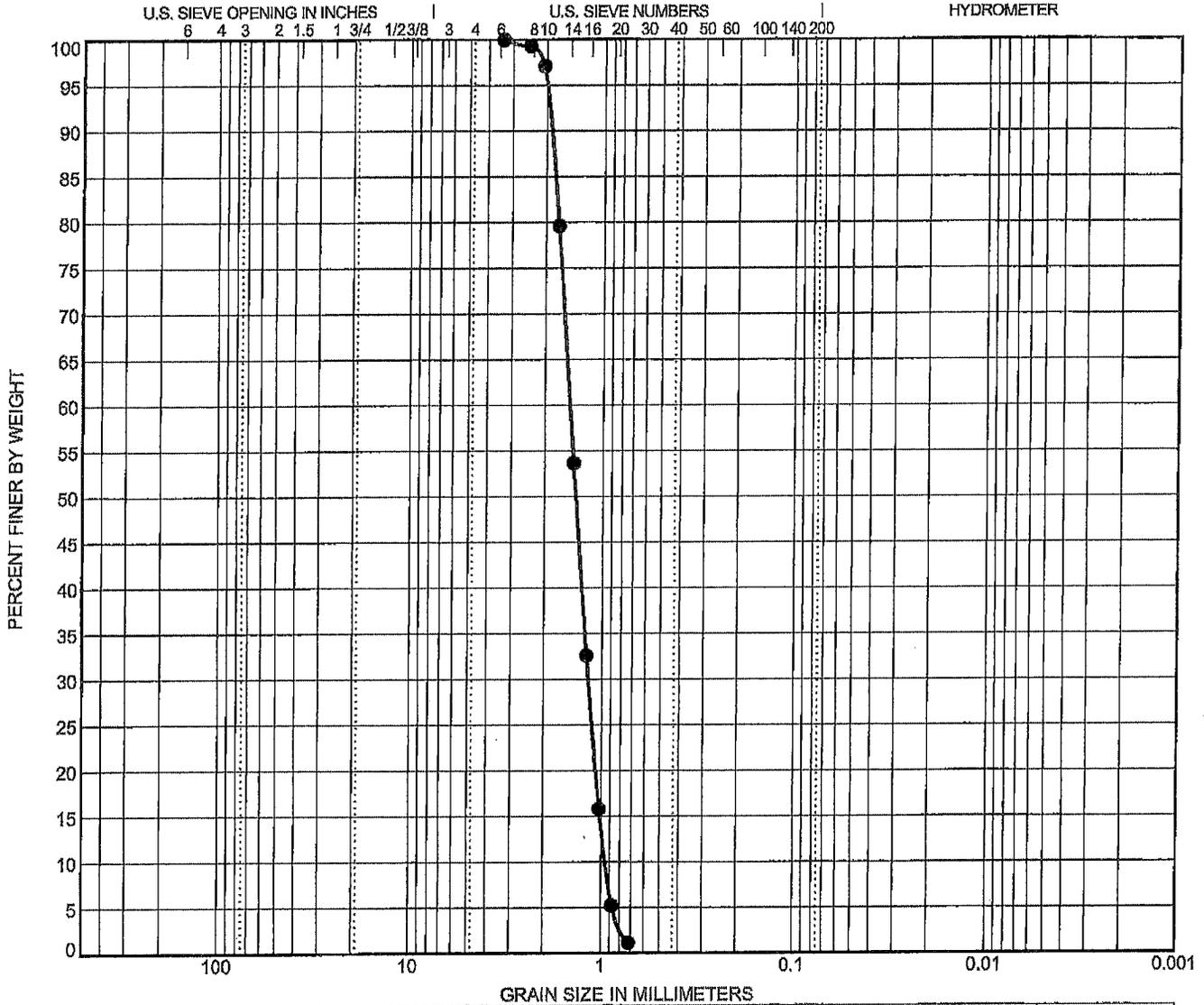


% +3"	% Gravel	% Sand	% Silt	% Clay
0.0	1.5			

LL	PI	D90	D60	D50	D30	D15	D10	Cc	Cu
		1.467	1.037	0.981	0.885	0.753	0.706	1.07	1.47

REMARKS	USCS	AASHTO
PROJECT NUMBER <u>S016214</u> PROJECT NAME <u>CORCORAN, CA.</u> LOCATION <u>Corcoran, CA</u> DATE <u>4/11/16</u>	MATERIAL DESCRIPTION Anthracite 1-A	
 Solar Testing Laboratories, Inc. 1125 Valley Belt Road Brooklyn Heights, Ohio 44131 Telephone: 216-741-7007 Fax: 216-741-7011		

GRAIN SIZE DISTRIBUTION TEST REPORT



% +3"	% Gravel	% Sand	% Silt	% Clay
0.0	5.8			

LL	PI	D90	D60	D50	D30	D15	D10	Cc	Cu
		1.914	1.485	1.377	1.174	1.014	0.942	0.99	1.58

REMARKS	USCS	AASHTO
<p>PROJECT NUMBER <u>S016214</u></p> <p>PROJECT NAME <u>CORCORAN, CA.</u></p> <p>LOCATION <u>Corcoran, CA</u></p> <p>DATE <u>4/11/16</u></p>	<p>MATERIAL DESCRIPTION</p> <p>Anthracite 6-B</p>	
<p>Solar Testing Laboratories, Inc. 1125 Valley Bell Road Brooklyn Heights, Ohio 44131 Telephone: 216-741-7007 Fax: 216-741-7011</p>	<p>CURVE # _____</p>	

City of

CORCORAN

A MUNICIPAL CORPORATION

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**PUBLIC HEARING
ITEM #: 5-A**

MEMORANDUM

TO: City Council

FROM: Kevin Tromborg: Community Development Director, Planner/Building Official.

DATE: June 7, 2016 **MEETING DATE:** June 14, 2016

SUBJECT: Ordinance Revising the Corcoran Zoning Code Regarding Animal Keeping

Recommendation: To approve Ordinance 627: Revision to Corcoran Zoning Code. The use of animals as a form of security

Discussion: At the regularly scheduled Planning Commission meeting of May 16, 2016 a Public Hearing was held regarding the zoning code as it pertains to the use of animals as a form of security for commercial and industrial properties. Staff proposes addition to section 11-15-2 Animal Keeping, and revision of the definition of Animal Keeping. There is no significant environmental impact regarding this action therefore, CEQA does not apply. The Planning Commission approved the revisions as follows.

Proposed Change:

11-15-2 B- 2: ~~Strike, Animal keeping is not permitted in the C, IL, and III zoning districts~~

11-15-2-B-2: The use and keeping of animals as a form of security in commercial or industrial zones is allowed by conditional use permit.

Proposed Addition

Page 174 of the glossary. Under definition of Animal Keeping and raising: Recommended change.

“Any establishment that keeps animals for sale or hire or for security and provides medical treatment for animals on the premise or regularly offers any temporary boarding facilities for animals with a fee.

Budget Impact:

There is no significant impact to the City Budget.

ORDINANCE NO. 627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORCORAN AMENDING
TITLE 11 ENTITLED ZONING CODE FOR THE CITY OF CORCORAN,

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

Title 11 of the City Code of the City of Corcoran will be revised to read as follows:

Section 11-15-2 Animal Keeping:

Section 11-15-2-B-2: Strike: Animal keeping is not permitted in the C, IL, and IH zoning districts.

Section 11-15-2-B-2: Add: *The use and keeping of animals as a form of security in commercial or industrial zones is allowed by conditional use permit.*

Section 11-31-2: Glossary, Definitions.

Pg. 174: "Any establishment that keeps animals for sale or hire *or for security* and provide medical treatment for animals on the premise or regularly offers temporary boarding facilities for animals with a fee".

All other provisions of Title 11 of said code shall be and remain in full force and effect.

Before the expiration of fifteen (15) days after its passage, this ordinance shall be published once in *the Corcoran Journal*, a newspaper published in the City of Corcoran, County of Kings.

PASSED AND ADOPTED by the City Council of the City of Corcoran at a regular meeting thereof held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED _____

Jerry Robertson, Mayor

ATTEST:

Marlene Lopez, City Clerk

City of

CORCORAN

A MUNICIPAL CORPORATION

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WRITTEN COMMUNICATIONS

ITEM #: 6-A

MEMO

TO: Corcoran City Council

FROM:

DATE: June 8, 2016 **MEETING DATE:** June 14, 2016

SUBJECT: Consider Funding Request by Corcoran High School Varsity Boys Tennis Team

Recommendation:

That council approve, deny or modify the funding request made by the Corcoran High School Varsity Boys Tennis Team.

Discussion:

Staff received a written request for funding from Coach Nelson Zavala on behalf of the Corcoran High School Varsity Boys Tennis Team. Attached is a completed donation request form. Nelson Zavala representing Corcoran High School Football team will be at the meeting to answer questions.

On Tuesday, May 17th, the Corcoran High School Varsity Boys Tennis Team captured the first ever Valley Title in Boys Tennis. The funding will be utilized to assist team members purchase championship rings. The cost of each ring is \$350. Any amount the Council can assist with would be appreciated.

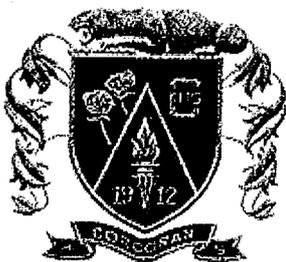
With funding requests, it is necessary that the City determine a finding that the funds provided will benefit the community. In this case, there is not a community-wide finding of benefit that would justify use of public funds. Instead, it is recommended that the City Council authorize a donation of \$250 or less from the unused monies in the centennial account which consists of monies received from private donors.

Budget Impact:

A donation of \$250 or less will still leave funds for future projects.

CITY OFFICES:

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



CORCORAN HIGH SCHOOL

CORCORAN UNIFIED SCHOOL DISTRICT
1520 Patterson Avenue
Corcoran, CA 93212
(559) 992-8888 • Fax (559) 992-5066

May 18, 2016

Friend of Corcoran High School:

We are reaching out to the community for donations towards the purchase of Valley Championship rings for our Varsity Boys Tennis Team. On Tuesday, May 17th, the team captured the first ever Valley Title in Boys Tennis. In this economy, many of our players cannot afford the cost of a Valley ring. The rings are \$350.00 each.

If you could make a donation towards to cost of Valley Championship rings we would be very grateful and appreciative. Checks can be made payable to Corcoran High School Boys Tennis.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nelson Zavala', with a long, sweeping underline.

Nelson Zavala
Boys Tennis Coach

Our Taxpayer ID. # is 91-2128912

DONATION REQUEST FORM



ORGANIZATION INFORMATION

Organization: CHS Boys Varsity Tennis Team Federal Tax Exempt ID#: _____
Non-Profit Charitable Education 91-2128912
Address: 1100 Letts Ave
City: Corcoran ST: CA Zip: 93212
Phone: (559) 992-8884
Website: _____
Contact Name: Nelson Zavala Phone: (559) 772-9709
Contact E-mail: _____

Organization Mission: (Brief Statement describing purpose and objective of the program)

Donations towards the purchase of Valley Championship rings for the Varsity Boys Tennis Team.

DONATION REQUEST

Donation requested:

Funds \$ _____ In-Kind _____
 Volunteers # _____ Other _____

Have City funds been requested in the past?

Yes No

If yes, please briefly explain: (Amount received and when)

Is this request in association with a particular event?

Yes No

If yes, please briefly explain: (Event date / Expected Attendance)

PROGRAM INFORMATION

If necessary attach additional sheet.

1) Specifically identify what the funds are going to be used for:

Purchase of Valley rings for the Boys Varsity Tennis Team

2) When will the funds be used:

3) Why are the funds needed from the City:

In this economy, many of our players cannot afford the cost of the Valley ring.

4) Total program funding and projected resources: (Please attach a fiscal/calendar year Budget Report with actual beginning balance, income and expenses, and final balance)

5) Describe type of assistance being given and/or number of area residents benefitting from assistance.

6) Age group Benefited:

K - 8 High School Adult 60 years & older

7) How will the program's success be determined:

8) Date the group will report back to the Council on the use of funds: _____

City of

CORCORAN

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

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Superintendent-Interim

DATE: June 6, 2016

MEETING DATE: June 14, 2016

SUBJECT: Vehicle Purchase

Recommendation: That the City Council authorize the purchase of a 2016 2WD Chevrolet pickup from Richard's Chevrolet in Corcoran.

Discussion: In May 2016, the water chief plant operator's vehicle suffered an engine failure which was unrepairable. A new vehicle will be purchased through a local dealer, with delivery averaging 60 days after unit is ordered.

Budget Impact: The quote from Richard's Chevrolet is \$28,775.75.

City Offices

832 Whitley Avenue * Corcoran, CA 93212 * Phone 559.992.2151 * www.cityofcorcoran.com

Prepared By:
 administrator
 RICHARD'S CHEVROLET
 1126 KING AVE
 CORCORAN, CA 93212
 Phone: (559) 992-3158
 Fax: (559) 992-2847
 Email:
 gestrada@richardschevrolet.com

2016 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Double Cab 143.5" LS

PRICING SUMMARY

PRICING SUMMARY - 2016 Fleet/Non-Retail CC15753 2WD Double Cab 143.5" LS

	<u>MSRP</u>
Base Price	\$32,870.00
Total Options:	\$2,380.00
Vehicle Subtotal	\$35,250.00
Destination Charge	\$1,195.00
GRAND TOTAL	\$36,445.00

Gm Bid Asst \$7,100.00
 Richards Discount \$2,165.00

Sale Price \$26,680.00

+ \$2,007.00 Kings County Tax
 2.5%
 88.75 DOC & Tire Fees

\$28,775.75
 O.T.D

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 439.0, Data updated 5/17/2016
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 Customer File:

City of
CORCORAN

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

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Superintendent-Interim

DATE: June 6, 2016

MEETING DATE: June 14, 2016

SUBJECT: Waste Water Treatment Plant Tank Painting

Recommendation: That council authorizes staff to contract with Kreel and Company Painting for the painting of 4 concrete tanks at the waste water facility.

Discussion: The Sedimentation and Clarifier tanks are showing their age, the last time they were painted was in 1983. The waste water building and 2 pumping station buildings were painted 2 years ago, this would finish the painting upgrades at the facility.

Scope of work: Paint exterior of-

-1 Sediment tank 3250 sq ft

-2 Sediment tank 2220 sq ft

-3 Clarifier 1920 sq ft

-4 Clarifier 640 sq ft

Description of work:

All areas are to be pressure washed, scraped and lightly sanded where peeling to create good adhesion for one (1) coat of primer and one (1) coat of paint to all existing painted wall surfaces.

Budget: The quote from Kreel and Company Painting is for \$10,768.00 and would be expensed to waste water's "equipment maintenance & repair" account.

City Offices

Proposal

ATTN: JOE



KREEL AND COMPANY PAINTING
 Residential • Commercial Painting & Wallcovering
 1609 Estes Avenue
 CORCORAN, CALIFORNIA 93212
 (559) 992-4275
 Lic. #754499

PROPOSAL SUBMITTED TO City of Corcoran		PHONE	DATE 4-23-2016
STREET		JOB NAME Exterior of tanks	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Prepping and re-painting of (4) tanks for the City of Corcoran Wastewater Plant as per job walk with Matt and following scope of work.

All areas need to be pressure washed, scraped and lightly sanded where peeling, to create good adhesion for (1) coat of primer, and (1) coat of paint to all existing painted wall surfaces, color to be determined.

Areas included are the (4) tanks with the smooth concrete wall finish.

The city has a forklift with basket, which we will use if bid is accepted.

Labor - 180 hrs. @ \$45.00/hr.: \$8,100.00

Materials - 46 gallons primer, 46 gallons paint @ \$29.00/gallon: \$2,668.00

Total amount of bid: \$10,768.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: 10,768
 Ten thousand, seven hundred, sixty eight dollars (\$ _____) dollars (\$ _____).

Payment to be made as follows:
 upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature John J. Kneel

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

City of

CORCORAN

Police Department

FOUNDED 1914

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

June 6, 2016

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: SJV Air Pollution Control District Grant

RECOMMENDATION: (VV)

That council authorizes staff to accept the San Joaquin Valley Air Pollution Control District grant funding and authorize the purchase of zero/low emission vehicles.

DISCUSSION:

Several months ago we applied for two grants through the San Joaquin Valley Air Pollution Control District. The grant applications were for two (2) Ford Fusion Plug-In Hybrid vehicles for use by CPD. The cost for this vehicle at the submission of this grant application was \$32,430.75.

On 6-6-16 we were notified that both grant applications were approved. The grant covers a total of \$20,000 of the cost per vehicle. The remaining balance is paid by the grant recipient. The costs to the city will be just over \$12,000 per vehicle for a total approximate cost of \$25,000. It is also possible that the cost has increased slightly from the original quote.

BUDGET:

Our share of cost for the vehicles will be paid from COPS funds and not negatively impact the general fund.



Quad Knopf

MEMO

Date: May 25 2015
To: Honorable Mayor and City Council Members
From: Joel R. Joyner, City Engineer
Subject: Landscape Assessment Districts

Project No.: C160143

It is that time of year again for the renewal of the City's Assessment Districts. The City has formed four landscape districts to date and they are:

- Salyer Estates #3-Tract 853;
- The Sequoias Phase I- Tract 857;
- Sunrise Villas -Tract 856; and
- The Patterson Subdivision Tract 785.

These districts were formed upon approval of each of the subdivision's Final Maps (Salyer and Sequoias in 2007-2008, and Sunrise and Patterson in 2008-2009).

The updates review the costs for the past year and adjust the fees as may be necessary for the upcoming year. The original formation resolutions have allowances for an annual adjustment based upon a CPI in conformance with Prop 218 per the City Attorney's recommendation.

As you know, Salyer and Sequoias have completed landscaping. Sunrise was a part of a bonding company settlement and the majority of the landscaping improvements were completed along Orange Avenue as a part of the City's ARRA project. Patterson will be landscaped once the improvements are completed.

Individual circumstances of each district will be taken into account and the assessments will be adjusted appropriately. (For example, the City of Corcoran has taken ownership of nine lots in Sunrise Villas and those will not be assessed since governments cannot be assessed. However, upon the sale of the City lots to a private party, assessments will resume to the new owners.)

Even in the districts that do not yet have landscaping, there are costs for maintaining the formation process and these costs are accruing to the lots (via tax assessments) and will be paid upon close of any escrows.

The purpose of landscape districts is to provide maintenance to the turf areas, shrubs, trees, irrigation systems and walls on the exterior of the parcels of land situated in the subdivisions.

L:\Projects\2016\C160143\ADMIN\Correspondence\Sent\2016 Memo re Landscape Assessment Districts.docx

901 East Main Street • P.O. Box 3699 • Visalia, California 93278 • Tel (559) 733-0440 • Fax (559) 733-7821
www.quadknopf.com

Each lot within each subdivision will be assessed an amount equated to the projected costs for said maintenance this 2016-2017 year.

The Director of Public Works hires the services of landscape contractors to do the actual maintenance: (1) So that there is no burden on existing City crews, and (2) to easily track the costs for maintenance. This second item also makes it easier for the Soledad, Finance Director, to account for the costs on an annual basis. Soledad has provided to us the numbers for 2015-2016, and we will be utilizing this information for the 2016-2017 assessments.

The process continues as follows:

- A Public Hearing notice is placed into the newspaper announcing the annual updates (Kindon will be preparing the notice and it will appear in the Corcoran Journal scheduling public hearings in July, July 12th in this case).
- At the first meeting, June 14th, 2016, the Council approves a resolution of the Intent to Levy and a second resolution Directing the Engineer to prepare a report for each district.
- At the hearings on July 12th, 2016, the Council will consider the Engineer's Reports along with any testimony (remember, the Subdividers have already agreed to the formation of the districts). With Council concurrence two resolutions will be adopted for each District. With the existing districts the first resolution approves the Engineer's Report and the second one certifies the process to the County.
- Subsequent to Council action, the City Staff then delivers the items to the County Assessor's office.
- The adjusted assessments will then be added to the County's assessment rolls in August and the City would receive (from the County) monies from the two normal semi-annual property tax collections in December and April.

Tuesday night's meeting kicks off the annual 2016-2017 process with the two resolutions described in Item 2 above (two resolutions for each of the four districts for a total of eight resolutions).

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City of

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STAFF REPORT

ITEM #: 7-D

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: June 8, 2016

MEETING DATE: June 14, 2016

SUBJECT: Consider approval of Resolution No. 2841 Directing City Engineer to prepare a report on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2842 Intent to Levy and Collect Assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 2841 and Resolution No. 2842, regarding annual update of existing Landscaping Assessment District No. 07-01, Subdivision Salyer Estates No. 3, Tract Map 853.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts. A detailed staff report from City Engineer, Joel R. Joyner is attached.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Memorandum from Joel R. Joyner, City Engineer (all landscape and lighting assessment districts are referenced in a single memorandum)

Resolution No. 2841

Resolution No. 2842

City Offices

RESOLUTION NO. 2841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-01, SUBDIVISION SALYER ESTATES NO. 3, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees, irrigation systems, walls, and street lighting

WHEREAS, the City Council needs to direct the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

RESOLUTION NO. 2842

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN INTENT TO LEVY AND COLLECT ASSESSMENTS ON ASSESSMENT DISTRICT NO. 07-01, SUBDIVISION SALYER ESTATES NO. 3, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing shall be held on JULY 12, 2016 to consider the intent to levy and collect assessments on Assessment District No. 07-01, Subdivision Salyer Estates No. 3.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

City of

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STAFF REPORT

ITEM #: 7-E

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: June 8, 2016 **MEETING DATE:** June 14, 2016

SUBJECT: Consider approval of Resolution No. 2843 Directing City Engineer to prepare a report on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2844 Intent to Levy and Collect Assessments on Assessment District No. 07-02, Subdivision Pheasant Ridge (previously known as Sequoias Phase I), Tract Map 857, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 2843 and Resolution No. 2844, regarding annual update of existing Landscaping Assessment District No. 07-02, Subdivision Pheasant Ridge, Tract Map 857.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts. A detailed staff report from City Engineer, Joel R. Joyner is attached.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 2843

Resolution No. 2844

City Offices

RESOLUTION NO. 2843

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 07-02, SUBDIVISION PHEASANT RIDGE (PREVIOUSLY KNOWN AS SEQUOIAS PHASE I), PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees and irrigation systems and walls; and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

RESOLUTION NO. 2844

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN INTENT TO LEVY AND COLLECT ASSESSMENTS ON ASSESSMENT DISTRICT NO. 07-02, SUBDIVISION PHEASANT RIDGE (PREVIOUSLY KNOWN AS SEQUOIAS PHASE I), PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing shall be held on JULY 12, 2016 to consider the intent to levy and collect assessments on Assessment District No. 07-02, Subdivision Pheasant Ridge.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

City of
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STAFF REPORT

ITEM #: 7-F

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: June 8, 2016

MEETING DATE: June 14, 2016

SUBJECT: Consider approval of Resolution No. 2845 Directing City Engineer to prepare a report on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2846 Intent to Levy and Collect Assessments on Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 2845 and Resolution No. 2846, regarding annual update of existing Landscaping Assessment District No. 08-01, Subdivision Sunrise Villas, Tract Map 856.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts. A detailed staff report from City Engineer, Joel R. Joyner is attached.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 2845

Resolution No. 2846

City Offices

RESOLUTION NO. 2845

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN INTENT TO
LEVY AND COLLECT ASSESSMENTS ON ASSESSMENT DISTRICT NO. 08-01,
SUBDIVISION SUNRISE VILLAS, PURSUANT TO LANDSCAPE AND LIGHTING ACT
OF 1972

WHEREAS, the City of Corcoran formed an assessment district pursuant to the
Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways
Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a
report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy
and collect assessments on said assessment district.

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing shall be held on JULY
12, 2016 to consider the intent to levy and collect assessments on Assessment District No. 08-01,
Subdivision Sunrise Villas.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

RESOLUTION NO. 2846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING
ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-01,
SUBDIVISION SUNRISE VILLAS, PURSUANT TO LANDSCAPE AND LIGHTING ACT
OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf areas, shrubs, trees and irrigation systems and walls; street lighting; and park/pond.

WHEREAS, the City Council needs to direct the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

City of

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STAFF REPORT

ITEM #: 7-G

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: June 8, 2016

MEETING DATE: June 14, 2016

SUBJECT: Consider approval of Resolution No. 2847 Directing City Engineer to prepare a report on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972 and Resolution No. 2848 Intent to Levy and Collect Assessments on Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785, Pursuant to Landscape & Lighting Act of 1972.

Recommendation: (Voice Vote)

Move to approve Resolution No. 2847 and Resolution No. 2848, regarding annual update of existing Landscaping Assessment District No. 08-02, Subdivision Patterson Avenue, Tract Map 785.

Discussion:

This is the first step in the process for reviewing annual Landscaping Assessment Districts. A detailed staff report from City Engineer, Joel R. Joyner is attached.

Budget Impact:

The assessments will pay for all costs relating to the maintenance of the district.

Attachments:

Resolution No. 2847

Resolution No. 2848

City Offices

RESOLUTION NO. 2847

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN DIRECTING
ENGINEER TO PREPARE A REPORT ON ASSESSMENT DISTRICT NO. 08-02,
SUBDIVISION PATTERSON AVENUE, PURSUANT TO LANDSCAPE AND LIGHTING
ACT OF 1972

WHEREAS, the City of Corcoran has formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of walls and street lighting.

WHEREAS, the City Council needs to direct the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corcoran does herewith direct and order the City Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping & Lighting Act of 1972.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

RESOLUTION NO. 2848

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN INTENT TO LEVY AND COLLECT ASSESSMENTS ON ASSESSMENT DISTRICT NO. 08-02, SUBDIVISION PATTERSON AVENUE, PURSUANT TO LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Corcoran formed an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code); AND

WHEREAS, the City Council directed the Engineer to prepare and file with the City a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972.

WHEREAS, the City Council must conduct a public hearing to consider its intent to levy and collect assessments on said assessment district.

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing shall be held on JULY 12, 2016 to consider the intent to levy and collect assessments on Assessment District No. 08-02, Subdivision Patterson Avenue.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Jerry Robertson, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

City of

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: June 8, 2016

MEETING DATE: June 14, 2016

SUBJECT: Consider State Water Board changes to conservation regulations.

Recommendation:

Staff requests direction from the Council on future water conservation initiatives for the City as a result of the changes in State conservation regulations.

Discussion:

On May 18 2016, the State Water Board issued a press release outlining changes to the mandatory water conservation measures previously implemented. As part of the changes, the State has lifted the mandatory percentage reductions for each water supplier. Instead, each water supplier is to establish its own water conservation benchmark.

According to the press release the new standards, "require local water agencies ensure a three-year supply assuming three more dry years. . . Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of the shortage."

In April, the City re-implemented a two-day watering schedule. With its conservation efforts, the City has accomplished an approximate 31% overall reduction in water use.

Should the Council wish to modify the current outdoor irrigation schedule, a resolution noting the changes will be presented at the June 28 meeting.

Budget Impact:

N/A

Attachment:

State Water Board Media Release



Media Release

State Water Board Adopts 'Stress Test' Approach to Water Conservation Regulation

For Immediate Release
May 18, 2016

Contact: George Kostyrko
gkostyrko@waterboards.ca.gov

SACRAMENTO – The State Water Resources Control Board today adopted a statewide water conservation approach that replaces the prior percentage reduction-based water conservation standard with a localized “stress test” approach that mandates urban water suppliers act now to ensure at least a three year supply of water to their customers under drought conditions.

Recognizing persistent yet less severe drought conditions throughout California, the newly adopted emergency regulation will replace the Feb. 2 emergency water conservation regulation that set specific water conservation benchmarks at the state level for each urban water supplier. Today’s adopted regulation, which will be in effect through January 2017, requires locally developed conservation standards based upon each agency’s specific circumstances.

These standards require local water agencies to ensure a three-year supply assuming three more dry years like the ones the state experienced from 2012 to 2015. Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of shortage. For example, if a water agency projects it would have a 10 percent supply shortfall, their mandatory conservation standard would be 10 percent.

“Drought conditions are far from over, but have improved enough that we can step back from our unprecedented top-down target setting,” said State Water Board Chair Felicia Marcus. “We’ve moved to a ‘show us the water’ approach, that allows local agencies to demonstrate that they are prepared for three more lousy water years. This reporting will show us what agencies plan to do, and how they do, throughout the year. Trust, but verify. In the meantime, we’ll be watching and prepared to come back with the 25 percent state mandate early next year if necessary, which we hope it won’t be.”

All of the projections and calculations used to determine the new conservation standards will be disclosed publicly. They will include information provided by regional water distribution agencies (wholesale suppliers) about how regional supplies (including imported water, recycled water, groundwater, storm water, and desalinated water) would fare during three

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY



STATE WATER RESOURCES CONTROL BOARD

1001 I Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 • www.waterboards.ca.gov





Media Release

additional dry years. The regulation requires urban water supplier to continue their monthly conservation reporting.

The adopted regulation also keeps in place the specific prohibitions against certain water uses. Those prohibitions include watering down a sidewalk with a hose instead of using a broom or a brush, or overwatering a landscape to where water is running off the lawn, over a sidewalk and into the gutter. Prohibitions directed to the hospitality industry also remain in place. Prohibitions against home owners associations taking action against homeowners during a declared drought remain as well.

The adopted regulation is the result of feedback from urban water suppliers, a public workshop on April 20 to receive input on conservation needs through the summer and fall, and lessons learned since the Water Board first adopted drought emergency water conservation regulations.

"El Nino didn't save us, but this winter gave us some relief," said Chair Marcus. "It's a reprieve though, not a hall pass, for much if not all of California. We need to keep conserving, and work on more efficient practices, like keeping lawns on a water diet or transitioning away from them. We don't want to cry wolf, but we can't put our heads in the sand either."

As directed by Governor Edmund G. Brown Jr. in Executive Order B-37-16, the Board will separately take action to make some of the requirements of the regulation permanent. The new emergency conservation standards take effect in June and remain in effect until the end of January 2017. More information on the Board action today can be found here.

Background

In his April 1, 2015 Executive Order, Gov. Brown mandated a 25 percent water use reduction by users of urban water supplies across California. In May 2015, the State Water Board adopted an emergency regulation requiring an immediate 25 percent reduction in overall potable urban water use. The regulation used a sliding scale for setting conservation standards, so that communities that had already reduced their R-GPCD through past conservation had lower mandates than those that had not made such gains since the last major drought.

On Feb. 2, 2016, based on Gov. Brown's November 2015 Executive Order, the State Water Board approved an updated and extended emergency regulation to continue mandatory reductions through October, unless revised as they were today. The extended regulation took into account some factors that influence water use: climate, population growth and significant investments in new local, drought-resilient water supplies such as wastewater reuse and desalination. The February Board action reduced the maximum conservation standard to below 25 percent, but above 20 percent, depending on how credits were applied.

Since July 2014, the State Water Board has been tracking water conservation for each of the state's larger urban water suppliers (those with more than 3,000 connections) on a monthly basis. Compliance with individual water supplier conservation requirements is based on



Media Release

cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. Under the new reporting structure, water districts will continue to report water use, but their conservation standard will be based on any shortfall in projected supply over three drought years.

With nearly 1.3 million acre-feet of water conserved from June 2015 through March 2016, the state saved an impressive amount of water during the worst of the drought months. Statewide cumulative savings from June 2015 to March 2016 totaled 23.9 percent compared with the same months in 2013. During the last month of reporting, statewide average water use was 66 residential gallons per capita per day (R-GPCD) for March 2016.

On May 9, Governor Brown issued an Executive Order directing actions aimed at using water wisely, reducing water waste, and improving water use efficiency for the years and decades ahead. The Executive Order, in part, directed the State Water Board to extend the emergency regulations for urban water conservation through the end of January 2017.

California has been dealing with the effects of an unprecedented drought. To learn about all the actions the state has taken to manage our water system and cope with the impacts of the drought, visit Drought.CA.Gov. Every Californian should take steps to conserve water. Find out how at SaveOurWater.com. While saving water, it is important to properly water trees. Find out how at www.saveourwater.com/trees. In addition to many effective local programs, state-funded turf removal and toilet replacement rebates are also available. Information and rebate applications can be found at: www.saveourwaterrebates.com/.

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City of

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

MEMORANDUM

TO: City Council

FROM: Kindon Meik, City Manager

DATE: June 8, 2016

MEETING DATE: June 14, 2016

SUBJECT: Utility Agreement HSR 14-88 with the High Speed Rail Authority

Recommendation:

Approve Utility Agreement HSR 14-88 with the High-Speed Rail Authority and authorize the Mayor and City Manager to sign on behalf of the City.

Discussion:

In May 2015, the City entered into a Cooperative Agreement with the High Speed Rail Authority relating to infrastructure and improvements associated with the rail project that are within the City's right-of-way or on City land. Specifically, the agreement outlined the terms in which the Authority's contractor will engage the City for required improvements, relocations, and other work associated with the project.

The attached Utility Agreement provides a mechanism by which the City will be reimbursed for costs incurred by the City for staff time, reports, maps, plans, and other relevant items related to meetings with the High Speed Rail Authority and/or its contractor while discussing the relocation of City utilities (water lines, sewer lines, pumps, etc.).

Budget Impact:

The City will be allowed to seek reimbursement for up to \$80,000.

Attachment:

Utility Agreement HSR 14-88

This utility agreement (“Utility Agreement”), hereinafter referred to as Utility Agreement, entered into this day by and between City of Corcoran, hereinafter referred to as Facility Owner, and the California High-Speed Rail Authority, hereinafter referred to as the Authority, is as follows:

WHEREAS, the Authority’s Contractor, Dragados/Flatiron Joint Venture, and the Authority entered into a Design-Build Contract, HSR13-57, with an effective date of July 25th, 2015, for the design and construction of a portion of the High-Speed Rail Project (“HSR Project”); and

WHEREAS, the Facility Owner and Authority are Parties to that certain Cooperative Agreement, HSR 14-88, with an effective date of May 18, 2015.

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the Parties desire to execute a Utility Agreement.

NOW AND THEREFORE, in consideration of the agreements contained herein, the Parties agree as follows:

1. COOPERATIVE AGREEMENT

This Utility Agreement is issued in order to authorize the Facility Work described herein. This Utility Agreement does not express all of the terms and conditions relevant to the Facility Work; accordingly, the Cooperative Agreement and all of the provisions thereof are incorporated into this Utility Agreement by this reference. Capitalized terms used but not identified in this Utility Agreement shall have the definitions set forth in the Cooperative Agreement. All attachments referenced in this Utility Agreement are incorporated herein by such reference. All Facility Work shall be performed in accordance with the requirements of the Cooperative Agreement and, in the event of any inconsistency between the provisions of this Utility Agreement and the Cooperative Agreement, the provisions of the Cooperative Agreement shall prevail.

2. SCOPE OF WORK

The Facility Work as defined in the definitions section of the Cooperative Agreement is incorporated by this reference.

A. Location and General Description of the Facility Work Covered by this Utility Agreement (Including Disposition of Existing Facilities):

Description of the Facility Work to be performed is further defined in subsequent sub-utility agreements.

B. The Facility Work to Be Performed by Parties Pursuant to this Utility Agreement:

As described in subsequent sub-utility agreements which will be made a part of this Utility Agreement.

The Authority's Contractor shall perform the Facility Work pursuant to each sub-utility agreement executed under this Utility Agreement. The Authority's Contractor shall submit plans to the Facility Owner for review prepared pursuant to the Facility Work described in the sub-utility agreement.

The Facility Owner is entitled to have a reasonable number of representatives on site for the HSR Project to verify that the Facility Work is being properly performed by the Authority's Contractor and to approve that Facility Work.

3. LIABILITY FOR WORK

A. Cost Allocation

To be determined by Section 5 of the Cooperative Agreement.

B. Payment for Work

The Facility Owner's costs for the Facility Work shall be developed pursuant to Section 5 of the Cooperative Agreement.

NECESSARY ACTUAL COSTS. The Facility Owner estimates that its total necessary actual costs for the Facility Work (net of any applicable credits for accrued depreciation, salvage and Betterment), referred to herein as the "Actual Cost", will be approximately \$275,000 as shown by the estimates. The Facility Owner's Actual Cost for the adjustment work shall be developed in accordance with 23 CFR 645.117, pursuant to either *[check one]*:

- i. a work order accounting procedure prescribed by the applicable Federal or State of California regulatory body; or
- ii. an established accounting procedure developed by the Facility Owner and which the Facility Owner uses in its regular operations. Any costs included in the Actual Cost shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Facility Owner at Facility Owner's full expense. The Parties agree that 0% of the Facility Owner's Actual Cost will be attributed to a Betterment, unless amended by a sub-utility agreement.
- iii. **NO CHARGE.** The Facility Owner is responsible for all of its costs for adjustment of the additional Facilities. Accordingly, the Facility Owner is not required to report such costs to the Authority.

The net Actual Cost, as applicable, for the Facility Work shall be shared between the Authority and the Facility Owner as follows: 100 % by the Authority and 0 % by the Facility Owner; provided, however, that any portion of the Actual Cost attributable to a Betterment shall be borne 100% by the Facility Owner. If the Facility Owner is entitled to any reimbursement for its necessary costs for the Facility Work, the amounts required to be paid by the Authority's Contractor to the Facility Owner pursuant to this Agreement shall be full

compensation to the Facility Owner for all such necessary costs (including without limitation costs of acquiring right of way for the Facility Work).

- C. [check if applicable] The proposed Facility Work will result in credits for accrued depreciation of those Facilities, in the amounts indicated on the estimate.
- D. The Facility Owner and the Authority's Contractor agree to track separately all costs relating to this Utility Agreement and the Facility Work described in the attached sub-utility agreements.
- E. **INVOICING PROCEDURES.** The Facility Owner shall invoice the Authority's Contractor its necessary actual costs the first Friday of every month on the Facility Owner's form. The cutoff for the billing period will be the last Friday of every month. See Attachment 'A' Contract Invoicing Procedures.

4. CONTACTS

The contacts for this Utility Agreement will be as follows:

Facility Owner:	<u>Jerry Robertston, Mayor / Kindon Meik, City Manager</u>
Authority:	<u>Jack Walker / Doug Scheidt / Raul Lopez</u>
Authority's Contractor:	<u>Drew Erickson / Pat Fegan</u>

5. GENERAL

- A. This Utility Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
- B. The Cooperative Agreement shall remain in full force and effect, and shall apply fully to the additional Facilities as if they were initially included herein.
- C. This Utility Agreement shall become effective the date signed by the last party (either the Facility Owner or the Authority) below.
- D. Final As-Builts will be provided by the Authority's Contractor in pdf format to the Facility Owner in an electronic format together with one (1) hard copy for each of the Facilities.
- E. Authority's Contractor shall prepare any and all applications, forms, descriptions, justifications, letters, drawings, renderings, schematics, plans, specifications, reports, and other materials which may be necessary for submittal to the California Public Utilities Commission (CPUC.) Facility Owner shall provide CPUC Coordination Support by executing such documents as may be required to ascertain and document Facility Owner's support for or opposition to any Facility Work over which Facility Owner and CPUC have jurisdiction.

SIGNATURE PAGE

City of Corcoran (Facility Owner)

BY:

Jerry Robertson

Mayor

DATE

California High-Speed Rail Authority (Authority)

BY:

Jorge Granados

Construction Manager

DATE

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SUB-UTILITY AGREEMENT #1

Authority's Contractor shall reimburse Facility Owner for all actual and reasonable costs resulting from Project related work and meetings as needed, per the Cooperative Agreement Contract HSR14-88 and specific cost liability as defined in Section 5. LIABILITY AND PAYMENT FOR WORK. Authority's Contractor is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project
Estimated Value of this WORK: \$80,000.⁰⁰

SUB-UTILITY AGREEMENT ITEM 1.01

Scope: Kick-off and Partnering Meetings

The Authority's Contractor shall reimburse the Facility Owner for all costs resulting from the participation in kick-off meetings and regular partnering meetings as needed. Also includes participation in design concept reviews and design workshops.

Estimated Period of Performance: Duration of project
Estimated Value of this Work: \$10,000

SUB-UTILITY AGREEMENT ITEM 1.02

Scope: Plan and design check reviews

The Authority's Contractor shall reimburse the Facility Owner for all costs resulting from participation in design check reviews and plan check review. Perform design review, provide necessary permits, CPUC coordination as needed, and coordination for design changes.

Estimated Period of Performance: 15 days for review per submittal
Estimated Value of this Work: \$40,000

SUB-UTILITY AGREEMENT ITEM 1.03

Scope: Inspection

Authority's Contractor shall reimburse the Facility Owner for all costs resulting from inspection (inspection in an oversight Quality Assurance capacity only). Authority's Contractor is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout and will provide 1 copy of requested reports in print or electronic format.

Estimated Period of Performance: Duration of Project
Estimated Value of this Work: \$30,000

ATTACHMENT A

Contract Invoicing Procedures

City of Corcoran letterhead with:

1. Invoice number and invoicing date.
2. Contract number HSR13-57
3. Service period/billing period: i.e. From 02-01-2016 to 02-28-2016

Work Completed (short summary):

FOR EXAMPLE:

SUB-UTILITY AGREEMENT ITEM 1.01

Scope: Attended design kick-off meeting on 02/10/2016.

Dates of Performance: 02/10/16

Invoice Billing Detail:

1. Salaries name/position, hourly, fully burdened rate, description of work performed
2. Hours worked per day, total amount i.e. 1.00 hour @ \$79.77 / hr = \$79.77
3. Other direct costs:
 - a. Travel – Invoice will list all costs and the receipts or supporting documents must be attached
 - b. Office expenses / supplies – Receipts must be attached

Waiver and Release:

1. Conditional Waiver and Release for progress payment to accompany invoice using attached form
2. Unconditional Waiver and Release for progress payment upon receipt of check using attached form
3. Conditional Waiver and Release for final payment to accompany invoice using attached form
4. Unconditional Waiver and Release for final payment upon receipt of check using attached form

Attachment B: Federal Requirements

For all mailings, invoices, waivers, and clarifications requested, please contact:

Dragados/Flatiron JV
1610 Arden Way, Suite 175
Sacramento, CA 95815

Conditional Waiver and Release for progress payment to accompany invoice using attached form

Unconditional Waiver and Release for progress payment to accompany invoice using attached form

Conditional Waiver and Release for progress payment to accompany invoice using attached form

Unconditional Waiver and Release for final payment to accompany invoice using attached form

ATTACHMENT B**Additional Federal Requirements****FEDERAL REQUIREMENTS**

The Facility Owner understands that the Authority has received Federal funding from The Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Facility Owner acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Facility Owner shall ensure compliance by its Subcontractor and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

The Authority and the Facility Owner acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Facility Owner, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Notwithstanding anything to the contrary contained in this Contract, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Facility Owner shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

Compliance with Federal Requirements

The Facility Owner's failure to so comply with federal requirements shall constitute a material breach of this Contract.

Access Requirements for Individuals with Disabilities

The Facility Owner agrees to comply with, and assure that any subcontractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

Environmental Requirements

When performing work under this Contract, the Facility Owner and any subcontractor shall comply with all applicable environmental requirements, laws and regulations, as amended, including but not limited to the following:

Clean Air

The Facility Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

Clean Water

The Facility Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Facility Owner agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

The Facility Owner also agrees to include these requirements in each subcontract exceeding Fifty Thousand Dollars (\$50,000), financed in whole or in part with federal assistance provided by the FRA.

National Historic Preservation

The Facility Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal National Historic Preservation Act, as amended, 16 U.S.C. 470 et seq. The Facility Owner agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the National Park Service and the appropriate State Historic Preservation Office. The Facility Owner also agrees to include these requirements in each subcontract exceeding Fifty Thousand Dollars (\$50,000), financed in whole or in part with federal assistance provided by the FRA.

Energy Conservation

The Facility Owner agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).

Agreement Not To Use Violating Facilities

The Facility Owner agrees not to use any facility to perform Work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Facility Owner shall promptly notify the Authority if the Facility Owner or any Subcontractor receives any communication from the EPA indicating that any facility, which will be used to perform Work pursuant to this Contract, is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Facility Owner's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

Environmental Protection

The Facility Owner shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.

Incorporation of Provisions

The Facility Owner shall include the above provisions in this section in every subcontract hereunder exceeding Fifty Thousand Dollars (\$50,000) financed in whole or in part with federal assistance.

Recycled Products

The Facility Owner shall comply with all applicable requirements of Section 6002 of RCRA, as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

Fly America

The Facility Owner agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. 301-10, which provide that recipients and sub-recipients of federal funds and their Facility Owners are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Facility Owner shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Facility Owner agrees to include the requirements of this section in all Subcontracts that may involve international air transportation.

Restrictions on Lobbying

The Facility Owner that applies or bids for an award of One Hundred Thousand Dollars (\$100,000) or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601) who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier-to-tier up to the recipient. See the form entitled "Certification Regarding Lobbying" below.

Fraud and False or Fraudulent Statements, and Related Acts

The Facility Owner acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. 13), as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT Regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Contract, the Facility Owner certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FRA assisted project for which Work is being performed under this Contract.

In addition to other penalties that may be applicable, the Facility Owner further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification,

the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Facility Owner to the extent the federal government deems appropriate.

The Facility Owner also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FRA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1) on the Contractor, to the extent the federal government deems appropriate.

The Facility Owner agrees to include the above paragraphs in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

No Obligation by the Federal Government

The Authority and the Facility Owner acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Facility Owner agrees to include the above paragraph in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraph shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Debarment and Suspension

This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Facility Owner is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Facility Owner must verify that the Subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" such certifications to (EPLS) at the following website:

<https://www.sam.gov/portal/public/SAM//>

The Facility Owner shall obtain appropriate certifications from each such Subcontractor and provide such certifications to the Authority. The Facility Owner shall include a term or condition in the contract documents for each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each Subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower tier Subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

Should the Facility Owner or any Subcontractor become excluded or disqualified as defined in this section during the life of the Contract, the Facility Owner shall immediately inform the Authority of this exclusion or disqualification.

Civil Rights

The following requirements apply to the Contract:

Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Facility Owner agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Contract. In addition, the Facility Owner agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

Equal Employment Opportunity

The following equal employment opportunity requirements apply to this Contract:

Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Facility Owner agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Facility Owner agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following:

- a. Employment;
- b. Upgrading;
- c. Demotion or transfer;
- d. Recruitment or recruitment advertising;
- e. Layoff or termination;
- f. Rates of pay or other forms of compensation; and
- g. Selection for training, including apprenticeship.

In addition, the Facility Owner agrees to comply with any implementing requirements FRA may issue.

Age

In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Facility Owner agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Facility Owner agrees to comply with any implementing requirements FRA may issue.

Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Facility Owner agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794, the Facility Owner also agrees that it will comply with the requirements of U.S. DOT, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Facility Owner agrees to comply with any implementing requirements FRA may issue.

The Facility Owner also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Facility Owner agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Facility Owner also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

Access to Records

The Facility Owner agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Facility Owner which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Facility Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Pursuant to 49 C.F.R. § 18.26(i)(11), 49 C.F.R. § 19.26, or A-133 (whichever applicable) the Facility Owner agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than seven years after the date

of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Facility Owner agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Facility Owner shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports.

The Facility Owner agrees to assist the Authority to comply with the reporting requirements set forth in the Project funding agreements, including assistance with the monitoring, program performance reporting and financial reporting requirements in 49 C.F.R. §§ 18.40 and 18.41.

Contracts Involving Federal Privacy Act Requirements

The Facility Owner agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). Among other things, the Facility Owner agrees to obtain the express consent of the federal government before the Facility Owner or its employees operate a system of records on behalf of the federal government. The Facility Owner understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved with the maintenance of federal records, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract.

The Facility Owner also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FRA.

Seismic Safety

The Facility Owner agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the U.S. DOT Seismic Safety Regulations, 49 C.F.R Part 41, and will certify to compliance to the extent required by the regulation. The Facility Owner also agrees to ensure that all Work performed under this Contract including Work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

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Buy America

The Facility Owner shall comply with 49 U.S.C. 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the US Secretary of Transportation. For more information on FRA's Buy America requirements and processes, please see FRA's Answers to Frequently Asked Questions available at:

<http://www.fra.dot.gov/Page/P0391>

Appropriate Buy America certifications in the following form shall be provided with the executed Contract and with each Change Order Proposal that includes steel, iron, and manufactured products. The Authority shall not approve a contract or such Change Order Proposal unless the completed Buy America certification is provided. If a Certificate of Non-Compliance is provided, the Contract or Change Order Proposal will be accepted only if the Authority determines that an exception to the Buy America requirements might apply and has requested and received a Waiver from the US Secretary of Transportation.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Goods

a. Certificate of Compliance with 49 U.S.C. § 24405(a)

The Facility Owner hereby certifies that it will meet the requirements of 49 U.S.C. § 24405(a)

Date: _____
Signature: _____
Facility Owner Name: _____
Title _____

b. Certificate of Non-Compliance with 49 U.S.C. § 24405(a)

The Facility Owner hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____
Signature: _____
Facility Owner Name: _____
Title _____

Failure to Demonstrate Compliance

If the Facility Owner at any time fails to demonstrate that it is in compliance with its certification, the Facility Owner must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of the Contract.

Waiver Request Justification

Where the Facility Owner is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a) (2) for a waiver from the Buy America requirements set forth therein, the Facility Owner must submit to the Authority, along with the required certificate, a written justification detailing the reasons it believes it meets the particular waiver exception(s). If such written justification is necessary, it shall be submitted with the Proposal as required by the Instructions for Proposers of this RFP. At minimum, the Contractor's written waiver request justification shall contain:

- a. Description of the Project;
- b. Description of the steel, iron or manufactured good not meeting the Buy America requirement;
- c. Description of the percentage of U.S. content in the steel, iron, or manufactured goods, as applicable;
- d. Description of the efforts made to secure the Buy America compliant steel, iron, or manufactured goods;
- e. Description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- f. If a waiver is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron, or manufactured goods;
- g. Citation to the specific 49 U.S.C. § 24405(a) (2) waiver category(s) under which the waiver is sought; and
- h. Justification supporting the application of the waiver category(s) cited.

Investigation

If the evidence indicates noncompliance with Buy America requirements, the Authority will or FRA may on its own initiate an investigation. The Facility Owner shall have the burden of proof to establish compliance with its certification. If the Facility Owner fails to so demonstrate compliance, then the Facility Owner shall substitute sufficient domestic materials without revision of the Contract terms. Failure to comply with the provisions of this "Buy America" clause shall constitute a material breach of the Contract and may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

Cargo Preference

As required by 46 C.F.R. Part 381, the Facility Owner agrees to the following:

- a. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United

States-flag commercial vessels.

b. To furnish within twenty (20) Working Days following the date of loading for shipments originating within the United States, or within thirty (30) Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section. This bill-of-lading shall be furnished to the Authority (through the Facility Owner in the case of a Subcontractor's bill-of-lading), and to the Division of National Cargo, Office of Market Development, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

c. To include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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General Federal Labor Requirements

This Project is also subject to U.S. Department of Labor, Contract Compliance Provisions as set forth in 41 C.F.R. Part 60 and Exec. Order No. 11246, unless otherwise noted. The Facility Owner shall comply with the Contract Compliance provisions set forth in the Technical Assistance Guide for Federal Construction Contractors and for a Mega Project.

Davis-Bacon and Copeland Anti-Kickback Acts

Minimum Wages

i. The Facility Owner must pay prevailing wages on the Project, as required by 49 U.S.C. § 24405(c) (2) and section 1606 of the American Recovery and Reinvestment Act of 2009 ("ARRA"). All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the U.S. Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor provided in Attachment G of the Signature Document, regardless of any contractual relationship which may be alleged to exist between the Facility Owner or Subcontractor and such laborers and mechanics. Notwithstanding the foregoing, for Project components that use ROW owned by a railroad, the Facility Owner shall comply with the provisions of 49 U.S.C. § 24405(c) (2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreement negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Facility Owner and its Subcontractors at the Site in a prominent and accessible place where it can be easily seen by the workers.

ii. A. The Authority shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Authority shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the Work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the Work is performed.

B. If the Facility Owner and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

C. In the event the Facility Owner, the laborers or mechanics to be employed in the classification, or their representatives, and the Authority do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Authority shall refer the questions, including the views of all interested parties and the recommendation of the Authority, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (ii)(B) or (ii)(C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

iii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Facility Owner shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv. If the Facility Owner does not make payments to a trustee or other third person, the Facility Owner may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Facility Owner, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Facility Owner to set aside in a separate account assets for the meeting of obligations under the plan or program.

v. A. The Authority shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Authority shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. If the Facility Owner and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

C. In the event the Facility Owner, the laborers or mechanics to be employed in the classification, or their representatives, and the Authority do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Authority shall refer the questions, including the views of all interested parties and the recommendation of the Authority, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (v)(B) or (v)(C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

Withholding

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Facility Owner under this Contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Facility Owner or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to the Facility Owner, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and Basic Records

- i. Payrolls and basic records relating thereto shall be maintained by the Facility Owner during the course of the Work and preserved for a period of six years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Facility Owner shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Facility Owner or Subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. A. The Facility Owner shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the Authority for transmission to the Federal Railroad Administration (FRA). The Facility Owner is also responsible for the submission of copies of payrolls by all Subcontractors.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029- 005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402.

B. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Facility Owner or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a) (3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete.
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (ii) (B) of this section.

D. The falsification of any of the above certifications may subject the Facility Owner or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- iii. The Facility Owner or Subcontractor shall make the records required under paragraph (i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Railroad Administration (FRA), the Department of Labor (DOL), and the Authority, and shall permit such representatives to interview employees during working hours on the job. If the Facility Owner or Subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Facility Owner, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

Apprentices and Trainees

Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Facility Owner as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Facility Owner is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of

the journeyman's hourly rate) specified in the Facility Owner's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Facility Owner shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees

Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Facility Owner shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity

The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

Compliance with Copeland Act Requirements

The Facility Owner shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this Contract.

Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act Provisions and Use of an Electronic Employment Eligibility Verification System

The Facility Owner and Subcontractors shall comply with the requirements of Executive Order No. 12989, as amended, which are incorporated by reference in this Contract, to use an electronic employment verification system as designated by the Secretary of Homeland Security. This system has been designated to be the United States Citizenship and Immigration Service (USCIS) E-Verify System. The Facility Owner and its Subcontractors are further required to comply with the Federal Acquisition Regulations, as amended, which require compliance with the E-Verify System and its requirements.

Subcontracts

The Facility Owner or Subcontractor shall insert in any Subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as the Federal Railroad Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The Facility Owner shall be responsible for the compliance by any Subcontractor or lower-tier Subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

Contract Termination: Debarment

A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the Contract, and for debarment as a Facility Owner and a Subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with Davis-Bacon and Related Acts

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are hereby incorporated by reference in this Contract.

Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Facility Owner (or any of its Subcontractors) and the Authority, the U.S. Department of Labor, or their employees or their representatives.

Certification of Eligibility

By entering into this Contract, the Facility Owner certifies that neither it (nor he or she) nor any person or firm who has an interest in the Facility Owner, is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

Contract Work Hours and Safety Standards

Overtime Requirements

Neither the Facility Owner nor any Subcontractor contracting for any part of the Work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

Violation, Liability for Unpaid Wages, Liquidated Damages

In the event of any violation of the clause set forth in the Overtime Requirements Section, the Facility Owner and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Facility Owner and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the Overtime Requirements Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in the Overtime Requirements Section.

Withholding for Unpaid Wages and Liquidated Damages

The Authority shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the Facility Owner or Subcontractor under any such Contract or any other federal contract with the same Facility Owner, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Facility Owner, such sums as may be determined to be necessary to satisfy any liabilities of such Facility Owner or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in the Violation, Liability for Unpaid Wages, Liquidated Damages section above.

Final Labor Summary

The Facility Owner and each Subcontractor shall furnish to the recipient, upon the completion of the Work, a summary of all employment, indicating for the completed Project, the total hours worked and the total amount earned, as designated by the Authority.

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Final Certification

Upon completion of the Work, the Facility Owner shall submit to the Authority with the voucher for final payment for any work performed, a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form, as designated by the Authority:

THE UNDERSIGNED FACILITY OWNER ON CONTRACT:

_____ hereby certifies that all laborers, mechanics, apprentices, and trainees employed by him or by a Subcontractor performing Work on the Project have been paid wages at rates not less than those required by the Contract Documents. Additionally, the above signed Person further certifies that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract Documents or training program provisions applicable to the wage rate paid.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Notice to the Recipient of Labor Disputes

Whenever the Facility Owner has acknowledged that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, the Facility Owner shall immediately give notice thereof, including all relevant information with respect thereto, to the Authority.

Safety

As determined under applicable health standards promulgated by the Secretary of Labor and pursuant to Section 107 of the Contract Work Hours and Safety Standards Act and DOL Regulations at 29 C.F.R. Part 1926, no laborer or mechanic working on this Contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health and safety.

To the extent applicable, the Facility Owner agrees to comply with any Federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight in general, and the performance of this Contract, in particular.

Insertion in Subcontracts

The Facility Owner and each Subcontractor shall insert in any Subcontracts the clauses set forth of this "Contract Work Hours and Safety Standards" clause, and a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The Facility Owner shall be responsible for compliance by any Subcontractor (including any lower-tier Subcontractor) with the clauses set forth above.

Site Visits

The Facility Owner agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Facility Owner or any of its Subcontractors under this Contract, the Facility Owner shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Facility Owner or Subcontractor. All individuals making site visits must comply with the Facility Owner's safety standards. If an individual fails to comply with Facility Owner's safety standards, that individual may be removed from the Work site.

Reprints of Publications

Whenever an employee of a Facility Owner-Related Entity writes an article regarding the Project or otherwise resulting from work under this Contract that is published in a scientific, technical, or professional journal or publication, the Facility Owner shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgement of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Contract, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-00, as amended. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

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Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the state Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a member of the Legislature or Congress in connection with the awarding of any state or federal agreement, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20__.

Facility Owner Name: _____

By: _____

(Signature of Facility Owner Official) _____

(Title of Facility Owner Official) _____

Note If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

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Small and Disadvantaged Business Enterprise Program and Community Benefits Agreement

The Facility Owner shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall 30 percent goal for SB utilization in the Authority's contracting and procurement program. The Facility Owner shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, and Title VI of the Civil Rights Act of 1964 and related statutes.

For more detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies and other performance related factors, refer to the Authority's Small and Disadvantaged Business Enterprise Program.

The Facility Owner shall establish and implement a Small Business Performance Plan to address how the Facility Owner will meet the overall 30 percent SB goal throughout the duration of the Contract. For more detailed information regarding what components should be in the SB Performance Plan see the SB/DBE Program. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, are included in the Authority's SB/DBE Program. The document is on the Authority's Small Business website:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

The SB Performance Plan shall be submitted at the date and time specified by the Authority. The SB Performance Plan shall be subject to concurrence by the Authority. If requested by the Authority, either before or after NTP, the Facility Owner shall revise its SB Performance Plan to incorporate the Authority's comments.

The Facility Owner shall provide quarterly SB utilization reports to reflect the level of small business utilization, including DBE and DVBE on the Contract, including any amended portion of the Contract.

Community Benefits Agreement and National Targeted Hiring Initiative Plan

The Facility Owner shall comply with the Authority's Community Benefits Policy (Resolution #HSRA 12-30 and POLI-SB-05), inclusive of the NTHI Plan. The Authority has entered into a Community Benefits Agreement with the State Building and Construction Trades Council of California and the Signatory Craft Councils and Local Unions. The Facility Owner shall comply with the terms and conditions of the executed Community Benefits Agreement and shall require each Subcontractor (at all tiers) to comply with the executed Community Benefits Agreement.

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ARRA Funds**ARRA-Funded Project**

Funding for this Contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and Subcontractors, are subject to audit by appropriate Federal or State of California (state) entities. The Authority has the right to cancel, terminate, or suspend the Contract if the Facility Owner or any Subcontractor fails to comply with the reporting and operational requirements contained herein.

Enforceability

The Facility Owner agrees that if the Facility Owner or one of its Subcontractors fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and Federal laws.

Prohibition on Use of ARRA Funds

The Facility Owner agrees in accordance with ARRA, Provision 1604, that none of the funds made available under this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c) (2) and ARRA section 1606. For Project components that use or would use ROW owned by a railroad, the Facility Owner shall comply with the provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use ROW owned by a railroad, the Facility Owner shall comply with the provisions of 40 U.S.C. § 3141 et seq. The Facility Owner shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Facility Owner must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Authority.

If there is any conflict between State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

Any sub-agreement entered into as a result of this Contract shall contain all of the provisions of this clause.

Access and Inspection of Records

a. In accordance with ARRA Sections 902, 1514, and 1515, the Facility Owner agrees that it shall permit the State, the United States Comptroller General, the U.S. DOT Secretary or his representatives, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

i. Access any books, documents, papers and records of the Facility Owner that directly pertain to, and involve transactions relating to, this Contract for the purposes of making audits examinations, excerpts and transcriptions; and

ii. Interview any officer or employee of the Facility Owner or any of its Subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

b. The Facility Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions.

c. The Facility Owner shall include this provision in all of the Facility Owner's agreements with its Subcontractors from whom the Facility Owner acquires goods or services in its execution of the ARRA-funded work.

Whistleblower Protection

The Facility Owner agrees that both it and its Subcontractors shall comply with Section 1553 of ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the state, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- a. Gross mismanagement of a contract relating to ARRA funds;
- b. Gross waste of ARRA funds;
- c. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- d. An abuse of authority related to implementation or use of ARRA funds; or
- e. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

The Facility Owner agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of ARRA.

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False Claims Act

The Facility Owner agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subcontractor, or other person has:

- a. Committed a false claim under the False Claims Act; or
- b. Has committed a criminal or civil violation of laws pertaining to:
 - i. Fraud;
 - ii. Conflict of interest;
 - iii. Bribery;
 - iv. Gratuity; or
 - v. Similar misconduct involving ARRA funds.

Recovery Act Funding Announcement

The Facility Owner shall post a sign at all fixed project locations at the most publicly accessible location announcing that the project or equipment was funded by the U.S. DOT, FRA, with funds provided through the ARRA. The configuration of the signs or plaques will be consistent with guidance at this website:

<http://www.fhwa.dot.gov/economicrecovery/arrasignguidance.htm>

Reporting Requirements

The Facility Owner agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- a. The total amount of funds received by the Facility Owner during the time period defined in the Authority's request;
- b. The amount of funds that were expended or obligated during the time period requested;
- c. A detailed list of all projects or activities for which funds were expended or obligated, including:
 1. The name of the project or activity;
 2. A description of the project or activity;
 3. An evaluation of the completion status of the project or activity; and
 4. An estimate of the number of jobs that were either created or retained or both by the project or activity;
- d. For any contracts or Subcontracts equal to or greater than \$25,000, the following information must be included:
 1. The name of the entity receiving the contract;
 2. The amount of the Subcontract;
 3. The date of execution of the Subcontract;

4. The transaction type;
 5. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (if known);
 6. The location of the entity receiving the Subcontract;
 7. The primary location of the Subcontract, including the city, state, congressional district, and country;
 8. The DUNS number, or name and zip code for the entity headquarters (if known);
 9. A unique identifier of the entity receiving the Subcontract and the parent entity of the Subcontractor, should the entity be owned by another; and
 - 11 The names and total compensation of the five most highly compensated officers of the company if it received:
 - i. Eighty (80) percent or more of its annual gross revenues in federal awards;
 - ii. Twenty-Five Million Dollars (\$25,000,000) or more in annual gross revenue from federal awards; and
 - iii. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986.
- e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Facility Owner that the information contained in the report is accurate;
- f. Any other information reasonably requested by the State or required by State or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.federalregister.gov. The additional requirements will be added to this Contract by amendment.

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City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

MATTERS FOR MAYOR AND COUNCIL ITEM #: 8-A

MEMORANDUM

MEETING DATE: June 14, 2016
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- June 28, 2016 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- July 4, 2016 (Monday) City Offices Closed, Observance of Independence Day
- July 12, 2016 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- July 26, 2016 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

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

City Offices



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
07/01/13	<p>UPDATE: 05/24/16 Fiscal Sustainability report presented to Council.</p> <p>02/17/15 Council authorized NHA Advisors to prepare financial strategic plan. Plan will discuss city revenues and projected expenses.</p> <p>09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items.</p>	Ongoing	City Manager
03/16/15	<p>UPDATE: Water reduction percentages: 2015 Cumulative 30.8% reduction</p> <p>2016 January 27% February 18% March 32%</p> <p>04/12/16 City returned to a two-day watering schedule.</p> <p>11/02/15 The City adopted a one-day irrigation schedule to take effect December 1, 2015.</p> <p>06/10/15 Direct mailer with Stage 2 rules and restrictions finalized and sent to printer.</p> <p>05/26/15 Council approved Ordinance No. 625 amending Chapter 1 of Title 8 and approved Resolution No. 2778 implementing Water Conservation Stage 2.</p> <p>05/04/15 Council provided final comments on Chapter 1 of Title 8. An ordinance amending said section of the municipal code will be introduced at a special meeting on May 26, 2015.</p>	Ongoing	City Manager/ Public Works/ Community Development
1/19/16	<p>02/16/16 Council adopted Resolution No. 2824 changing the council meeting date/time to the second and fourth Tuesdays of the month beginning at 5:30 p.m.</p> <p>Council discussed the option of changing the day/time of the council meetings. The item will be included on a future agenda for a decision.</p>	Ongoing	City Manager/City Clerk