



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MEETING AGENDA**

**TUESDAY, APRIL 12, 2016  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (530/824-7033) to make such a request. Notification at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.**

**A. CALL TO ORDER: 6:00 p.m.**

**B. ROLL CALL:**

**Council:**

**Darlene Dickison  
Dave Linnet  
Tony Cardenas  
Willie Smith  
Gary Strack**

**Mayor:**

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

- 1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:  
Agency Negotiator: William May, Labor Relations Consultant  
Discussion and Direction on a contingency plan to Contract Police and Fire  
Dispatch Services should Measure A not be approved by the Electorate.**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON  
CLOSED SESSION:**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL AGENDA  
TUESDAY, APRIL 12, 2016  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**A. CALL TO ORDER: 6:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Darlene Dickison  
Dave Linnet  
Tony Cardenas  
Willie Smith  
Gary Strack**

**Mayor:**

**C. PLEDGE OF ALLEGIANCE: Led by the City Manager.**

**D. INVOCATION: Led by Tony Cardenas.**

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

- 1. Proclamation – April 10 – 16, 2016 “Week of the Young Child”.** Present to accept the Proclamation will be Paula Brown-Almond, Project Director for the Tehama County Department of Education.
- 2. Proclamation – April 10 – 16, 2016 “Public Safety Telecommunications Week”.** Present to accept the Proclamation will be Police Chief Jeremiah Fears and Fire Chief Martin Spannaus.
- 3. Proclamation – April 2016 “Relay for Life” Month, and April 23, 2016 as “Paint our Town Purple Day”.** Relay Committee Representative Renae Beckly will be present to accept the Proclamation.
- 4. April 2016 – Child Abuse & Sexual Assault Awareness Month and April 27<sup>th</sup> as Denim Day in the City of Corning.** Present to accept the Proclamation will be Alex Schmalzel, Rape Crisis & Prevention Volunteer.

**F. BUSINESS FROM THE FLOOR:**

**G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.**

- 5. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 6. Waive the reading and approve with any necessary corrections the Minutes of the March 22, 2016 City Council Meeting.**
- 7. April 6, 2016 Claim Warrant - \$519,672.47.**
- 8. April 6, 2016 Business License Report.**
- 9. March 2016 Wages & Salaries: \$470,380.**
- 10. March 2016 Treasurer’s Report.**
- 11. March 2016 City of Corning Wastewater Operations Summary Report.**
- 12. March 2016 Building Permit Valuation Report in the amount of \$1,835,476.52.**

13. Adopt Ordinance No. 666, an Ordinance of the City of Corning adding Chapter 9.21 to Title 9 of the Corning Municipal Code relating to regulation of Butane Resale. (Second Reading and Adoption)
14. Adopt Resolution 04-12-2016-01 calling for the Municipal Election and requesting that it be consolidated with the November 2016 Statewide General Election.
15. Waive Recreational Use Fee for a Tournament Fundraiser to be held April 22<sup>nd</sup> and 23<sup>rd</sup> benefiting the Westside American Legion Baseball Team.
16. Approve new 5-year Agreement with the Corning Junior Rodeo Association.
17. Approve Services Agreement with Thomas H. Phelps, Landscape Architect for the City of Corning Downtown Rehabilitation and Enhancement Project.
18. Authorize Public Works Director to solicit Bids to furnish labor and install a 60-HP Pump & Motor for the Blackburn Well.

**H. ITEMS REMOVED FROM THE CONSENT AGENDA:**

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

19. Adopt Resolution 04-12-2016-02 consenting to the inclusion of Properties within the City's jurisdiction in the California "Hero Program" to finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving an Amendment to a certain Joint Powers Agreement related thereto.
20. Approve Agreement for SMARTGOV SaaS Software and associated data migration costs for the Building Department's TRAK IT Program to be funded in the 2016-2017 City Budget; and authorize the City Manager to sign Software Agreement.
21. Adopt Resolution No. 04-12-2016-03, a Resolution adopting the City of Corning Bicycle and Pedestrian Transportation Improvement Plan.
22. Adopt Resolution No. 04-12-2016-04, a Resolution of the City Council of the City of Corning Amending the City's Administrative Policy of Collecting a Utility Fee/Deposit for Utility Billing.
23. Direction to Staff regarding a Noise Ordinance.
24. Approve Library Commission's recommendation to appropriate Ridell Funds in an amount not to exceed \$1,000 for painting of a wall mural at the Corning Library.
25. Presentation and discussion of City Manager Goals
26. Presentation and acceptance of the Annual City Audit for Fiscal Year 2014-2015.

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**

**L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**

- M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Dickison:

Linnet:

Cardenas:

Smith:

Strack:

**N. ADJOURNMENT!:**

**POSTED: FRIDAY, APRIL 8, 2016**

**THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

**PROCLAMATION**  
**APRIL 10 - 16, 2016**  
**“WEEK OF THE YOUNG CHILD”**

**WHEREAS**, The California Association for the Education of Young Children, the Tehama County Local Child Care Planning Council, Child Care Referral & Education, along with other local organizations, in conjunction with the National Association for the Education of Young Children, is sponsoring the **“WEEK OF THE YOUNG CHILD”** on April 10 - 16, 2016; and

**WHEREAS**, by calling attention to the need for quality child care for all young children and their families within our community, these groups hope to improve the quality and availability of such services; and

**WHEREAS**, the quality of services is primarily determined by the individual teachers and care givers who perform this valuable work; and

**WHEREAS**, the work of early childhood professionals is not fully understood and is underappreciated; and

**WHEREAS**, quality child care services can provide the basis for a good beginning for children’s sound growth and development; and

**WHEREAS**, public cooperation from the home, school and community is needed to fulfill our responsibilities to your children.

**NOW, THEREFORE I, GARY R. STRACK, AS MAYOR OF THE CITY OF CORNING** proclaim the week of April 10 - 16, 2016 as **“WEEK OF THE YOUNG CHILD”** and urge all Tehama County citizens to participate in and support all associated activities, workshops and media coverage that will take place during this period.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12<sup>th</sup> day of April 2016.

\_\_\_\_\_  
**Gary R. Strack, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

**PROCLAMATION**  
**PUBLIC SAFETY TELECOMMUNICATIONS WEEK**  
**APRIL 10, 2016 THROUGH APRIL 16, 2016**

**WHEREAS**, emergencies can occur in the City of Corning at any time that require Police and/or Fire Emergency Services; and

**WHEREAS**, when these emergencies occur, the prompt response of Law Enforcement Officers and Firefighters is critical to the protection of life and property.

**WHEREAS**, the safety of our Law Enforcement Officers and Firefighters is dependent upon the quality and accuracy of the information obtained from citizens using 9-1-1; and

**WHEREAS**, the City of Corning's Police and Fire Dispatchers are the critical first contact for Citizens needing emergency services.

**WHEREAS**, our City's Dispatchers are the vital communications link for Officers and Firefighters in the field by monitoring their location and activities, immediately responding to their questions and providing necessary information to ensure their safety; and

**WHEREAS**, each City of Corning Dispatcher, whether it be Police or Fire, have exhibited compassion, understanding, and professionalism during the performance of their duties in the past year;

**NOW, THEREFORE I, GARY R. STRACK, AS MAYOR OF THE CITY OF CORNING, DECLARE THE WEEK OF APRIL 10, 2016 THROUGH APRIL 16, 2016 AS NATIONAL TELECOMMUNICATIONS WEEK IN THE CITY OF CORNING** in honor of the men and women whose diligence and professionalism continue to help keep our Citizens and Staff safe.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12<sup>th</sup> day of April 2016.

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

**PROCLAMATION**

**APRIL 2016 RELAY FOR LIFE MONTH  
AND  
APRIL 23, 2016 AS "PAINT OUR TOWN PURPLE DAY"  
IN THE CITY OF CORNING**

**WHEREAS**, Relay for Life is a community based fundraising event of the American Cancer Society and each year more than 5,000 Relay for Life events take place in over twenty countries. Currently almost 4 million people take part in Relay events each year in over 5,000 communities in the United States; and

**WHEREAS**, the Relay for Life events are organized and implemented by local volunteer committees as a community based fundraising event of the American Cancer Society. The color purple is their signature color and signifies the passion that cancer survivors, their families and loved ones feel for the eradication of this disease; and

**WHEREAS**, the mission of Relay for Life is to raise funds to improve cancer survival, decrease the incidence of cancer, and improve the quality of life for cancer patients and their caretakers.

**WHEREAS**, it is estimated that Relay for Life events have raised nearly \$5 billion dollars to date; and

**WHEREAS**, the "Relay for Life" program takes up the fight against cancer emphasizing the motto that "**There is no finish line until a cure is found**".

**WHEREAS**, the City of Corning's 5<sup>th</sup> annual "Relay for Life" activities will take place on April 23-24, 2016 at the Corning Union High School's track, beginning at 10 a.m. on April 23<sup>rd</sup> and lasting through 8 a.m. on April 24<sup>th</sup>. Proceeds from our annual events have raised over \$60,000 for cancer patients and survivors here in Tehama County.

**NOW, THEREFORE I, GARY R. STRACK, AS MAYOR OF THE CITY OF CORNING, DO HEREBY PROCLAIM APRIL 23<sup>rd</sup> AS "PAINT OUR TOWN PURPLE DAY" AND THE MONTH OF APRIL 2016 AS "RELAY FOR LIFE" MONTH IN THE CITY OF CORNING AS WE JOIN THE AMERICAN CANCER SOCIETY IN THE FIGHT AGAINST CANCER.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12th day of April 2016.

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**GARY R. STRACK, MAYOR**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

**Request to be on April 12<sup>th</sup>, City Council Agenda**

**Relay For Life** is a community based fundraising event of the American Cancer Society. Each year, more than 5,000 Relay For Life events take place in over twenty countries. Events are held in local communities, campus universities and in virtual worlds. As the American Cancer Society's most successful fundraiser and the organization's signature event, the mission of Relay For Life is to raise funds to improve cancer survival, decrease the incidence of cancer, and improve the quality of life for cancer patients and their caretakers.

A Relay For Life event is organized under a volunteer Relay Committee, and implemented by volunteers. It is often organized as a multi-day public gathering, spanning all day and night in a large outdoor space, and many people bring tents and camp out around the walking tracks. Currently, almost 4 million people take part in Relay events in over 5,000 communities in the United States.

It is estimated that Relay For Life events have raised nearly \$5 billion to date.

Our local Relay For Life event is being held on April 23-24, 2016 at Corning Union High School's track. The Relay For Life begins at 10 am on the 23<sup>rd</sup> and runs all night long to 8 am the 24<sup>th</sup>. This is the 5<sup>th</sup> year that Corning has held a Relay For Life Event. Proceeds from our event has raised over \$60,000 for cancer patients and survivors right here in Tehama County.

Relay For Life of Corning is requesting that April 23<sup>rd</sup> be named "Paint Your Town Purple Day." With the council's permission we would like to decorate the streets and town purple signifying the survivors of this dreaded disease. And also thank the City of Corning for your generosity and support of Corning's Relay For Life.

Thank you,

Renaë Beckley, Representative

**PROCLAMATION**  
**RECOGNIZING APRIL 2016 AS**  
**CHILD ABUSE & SEXUAL ASSAULT AWARENESS MONTH**  
**AND APRIL 27<sup>TH</sup> AS DENIM DAY IN THE CITY OF CORNING**

**WHEREAS**, Child Abuse & Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every community. In 2014, California rape crisis centers provided direct intervention services to 31,781 individuals, provided 7,389 sexual violence forensic examinations, and provided community education services for almost 20,000 people; and

**WHEREAS**, Rape and multiple types of sexual violence impact children, women and men of all racial, cultural, and economic backgrounds; it is estimated that nearly 1 in 2 women, and 1 in 5 men experience some form of sexual violence other than rape throughout their lifetime.

**WHEREAS**, **Rape Crisis Intervention & Prevention** statistics confirm the following information related to cases of sexual assault:

- Victims 18 or older, 80-85% of the time the perpetrator is known by the victim; and
- Victims 17 or under, 95-97% of the time the perpetrator is known by the victim; and
- Persons with developmental disabilities, 99.9% of the time the perpetrator is known by the victim; and
- That 1 in 5 adult women; and 1 in 71 adult men will be raped at some point in their lives; and
- Youth ages 12-17 are 2.5 times as likely to be victims of rape or other forms of sexual violence.
- On Universities and College Campus', 1 in 5 women, and 1 in 16 men are sexually assaulted during their time in College.

**WHEREAS**, with leadership and dedication, we can be successful in preventing sexual violence in Tehama County by increasing education, awareness, and community involvement; and

**WHEREAS**, for the past 42 years, **Rape Crisis Intervention & Prevention** has led the way in Tehama County by addressing sexual violence by providing a **FREE 24-hour crisis line for victims/survivors and their significant others**. They respond to emergency calls and provide counseling and on-going comfort and support to victims of sexual violence during medical exams and criminal proceedings.

**NOW, THEREFORE I, GARY R. STRACK, AS MAYOR OF THE CITY OF CORNING, DO HEREBY PROCLAIM THE MONTH OF APRIL 2016 AS CHILD ABUSE & SEXUAL ASSAULT AWARENESS MONTH AND APRIL 27<sup>TH</sup> AS DENIM DAY IN THE CITY OF CORNING.**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12<sup>TH</sup> day of April 2016.**

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**GARY R. STRACK, MAYOR**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MEETING MINUTES**

**TUESDAY, MARCH 22, 2016  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.**

**A. CALL TO ORDER: 6:00 p.m.**

All members of the City Council were present.

**B. ROLL CALL: Council:**

**Darlene Dickison  
Dave Linnet  
Tony Cardenas  
Willie Smith  
Gary Strack**

**Mayor:**

All members of the City Council were present.

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

**C. PUBLIC COMMENTS: None.**

**D. REGULAR AGENDA:**

- 1. PUBLIC EMPLOYMENT: City Manager Performance Review  
Pursuant to Government Code Section 54957(b) and 54957.6**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:**

Mayor Strack reported that Council met in closed session to continue the Performance Review of the City Manager and to discuss future goals for the City.

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**Lisa M. Linnet, City Clerk**

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**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 22, 2016  
CORNING CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**A. CALL TO ORDER: 6:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Darlene Dickison  
Dave Linnet**

Tony Cardenas  
Willie Smith  
Gary Strack

Mayor:

All members of the City Council were present.

**C. PLEDGE OF ALLEGIANCE: Led by the City Manager.**

**D. INVOCATION: Led by Mayor Strack.**

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

1. **Proclamation – April 2016 as Child Abuse Prevention Month in the City of Corning.** Child Abuse Prevention Council Vice-Chair Mike Lindsey and Council Member Linda J. Lucas were present to accept the Proclamation. They presented some brochures/pins for those who would like them and updated the Council on the Child Abuse Prevention Trainings presented this past year. They stated they would like to schedule a training session here in Corning. They were referred to the City Clerk to schedule the training.
2. **Proclamation – April 2016 as National Alcohol Awareness Month in the City of Corning.** Drug and Alcohol Abuse Counselor John Gehrung and Advisory Board Member Holly Wilson were present to accept the Proclamation. Mr. Gehrung presented information on various prevention programs available in local schools within the south County. He announced that April 30<sup>th</sup> from 10 – 2 the City will be holding a drug take back at the Corning Police Department.
3. **Introduction of recently appointed Building Official Dan Redding.** Mayor Strack introduced the City's new Building Official announcing that he started on Monday, March 21, 2016.

**F. BUSINESS FROM THE FLOOR: None.**

**G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.**

4. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
5. **Waive the reading and approve the Minutes of the following City Council Meetings with any necessary corrections:**
  - a) February 9, 2016;
  - b) February 23, 2016; and
  - c) March 8, 2016
6. **March 16, 2016 Claim Warrant - \$129,470.42.**
7. **March 16, 2016 Business License Report.**
8. **Approve request to accept Homeland Security Grant Funding through Tehama County in the amount of \$14,500 for the 2015/16 fiscal year to improve security of the fleet parking lot west of the Corning Library.**
9. **Adopt Ordinance No. 664; Rezone 2016-01, an Ordinance to rezone various properties throughout the City of Corning from M-1, PD, R-1-2 and R-1-A to R-1-LLR pursuant to Implementation Measure LU-(1) from the City of Corning 2014-2034 General Plan. (Second Reading and Adoption.)**
10. **Adopt Resolution 03-22-2016-01 to provide a 5-year authorization for the Tehama County Solid Waste Management Agency to submit Regional Applications for**

**Household Hazardous Waste Discretionary Grants on behalf of the Agency and the participating jurisdictions.**

**11. Approve Agreement with Lucero Olive Oil for City Use of Logos.**

Councilor Smith moved to adopt Consent Items 4-11; Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Opposed/Abstain: None. Motion was approved by a 5-0 vote.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**

**I. PUBLIC HEARINGS AND MEETINGS: None.**

**J. REGULAR AGENDA:**

**12. Approve ‘Letter of Commitment’ as a participating Jurisdiction in the Tehama County Multi-Jurisdictional Hazard Mitigation Planning.**

Mayor Strack introduced this item by title and City Manager Miller briefed the Council stating that the State supports the City participating as a jurisdictional partner with the County on their Plan thus negating the necessity for the City to update our individual Plan resulting in a savings to the City.

Councilor Dickison moved to approve the submittal of the letter of commitment as a participating jurisdiction in the Tehama County Multi-Jurisdictional Hazard Mitigation Planning. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Opposed/Abstain: None. Motion was approved by a 5-0 vote.**

**13. Approve proposed letter in support of the Paskenta Band of Nomlaki Indians’ application for a Social & Economic Development Strategies (SEDS) Grant.**

Mayor Strack introduced this item by title and the City Manager responded by providing a brief explanation of the reason for the letter of support in relation to the SEDS Grant. Tribal Treasurer Ambrosia Rico then briefed the Council on the intention of the Tribe in relation to this grant.

Councilor Cardenas moved to approve the proposed letter in support of the Nomlaki Tribe’s SEDS Grant Application and authorize the Mayor to sign this letter. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Opposed/Abstain: None. Motion was approved by a 5-0 vote.**

**14. Authorize the City Manager to sign a Letter of Opposition to Assembly Bill 1707.**

Mayor Strack introduced this item by title and City Manager Miller briefed the Council on the proposed Bill and its possible ramifications.

Councilor Dickison moved to authorize the City Manager to sign the letter of opposition in regards to Assembly Bill 1707. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Opposed/Abstain: None. Motion was approved by a 5-0 vote.**

**15. Approve request from property owner to install an Agricultural Well within the City Limits for the sole purpose of irrigation at the corner of Blackburn Avenue and Hwy. 99W, and designate the Public Works Director as the “Water Superintendent”.**

Mayor Strack introduced this item by title and Public Works Director Dawn Grine briefed the Council on the related information. City Attorney Jody Burgess stated that he would like to add an additional Condition of Approval to seal the existing agricultural well. Councilor Linnet asked if the Public Works Director would obtain any additional training certifications for this title. It was explained that traditionally the Public Works Director assumed the title as outlined in the Municipal Code.

Councilor Cardenas moved to adopt the 6 “Findings” as provided in the Staff Report and approve the issuance of a permit for Scott Claussen to Drill a new well to be used for agricultural irrigation only subject to the 5 Conditions of Approval as recommended by Staff and add a 6<sup>th</sup> Condition as recommended by the City Attorney to require that the existing agricultural well be sealed. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Opposed/Abstain: None. Motion was approved by a 5-0 vote.**

**16. Ordinance No. 666, an Ordinance of the City of Corning adding Chapter 9.21 to Title 9 of the Coring Municipal Code relating to regulation of Butane Resale. (Introduction and First Reading)**

Mayor Strack introduced this item by title. City Manager Miller provided a briefing acknowledging the recent "Honey Oil" explosion on a property located within the City Limits. She stated that input was received from the Fire and Police Chiefs for the development of the proposed Ordinance and both are in support of this. City Manager Miller also mentioned the surrounding Communities that have, or are currently in the process of, establishing an Ordinance dealing with this growing issue.

City Attorney Jody Burgess then provided additional information on the process to obtain the oil, the dangers associated with this process, and the reason for the growing problem...street value and money made from the sale of the product. Mr. Burgess explained the legal process behind the development of this proposed Ordinance, legal enforcement options provided by the proposed Ordinance, and who/whom will be held legally accountable and why this method is proposed under the recommended Ordinance.

City Manager Miller stated that she and City Attorney Burgess are additionally working on a possible canister disposal fee to bring back to the Council as an additional deterrent because this is also affecting the waste stream.

Councilor Dickison moved to waive the first reading and introduce Ordinance 666, an Ordinance of the City of Corning Adding Chapter 9.21 to Title 9 of the Corning Municipal Code relating to regulation of Butane resale and at the request of City Attorney Burgess, eliminating item F under Section 9.21.040: Unlawful sale, purchase, and handling of butane. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Opposed/Abstain: None. Motion was approved by a 5-0 vote.**

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None**

**L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None**

**M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

**Dickison:** Reported on Thursday's Community Action Agency Tripartite Board Meeting and stated she will be attending the Tehama County Prosperity Symposium at Rolling Hills on Friday, March 25<sup>th</sup>.

**Linnet:** Reported that there have been no new taggings; he returned 19 runaway shopping carts and the Tehama County Solid Waste Management Agency (JPA) is now in their new office.

**Cardenas:** A-Z Poverty visit is in Corning at the Theater next Wed./Thurs. from noon to 5.

**Smith:** Reported on recent ham dinner at Senior Center.

**Strack:** Nothing.

**N. ADJOURNMENT!: 8:13 p.m.**

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** April 6, 2016

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday April 12, 2016 Council Meeting

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**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

A.	Cash Disbursements	Ending 03-23-16	\$	179,642.79
B.	Cash Disbursements	Ending 03-30-16	\$	46,319.37
C.	Payroll Disbursements	Ending 03-29-16	\$	24,978.59
D.	Cash Disbursements	Ending 03-31-16	\$	10,337.95
E.	Payroll Disbursements	Ending 03-31-16	\$	42,541.18
F.	Cash Disbursements	Ending 04-06-16	\$	215,852.59

**GRAND TOTAL**      \$ 519,672.47

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information
021878	03/23/16	ARA02	ARAMARK UNIFORM SERVICES	64.42	.00	64.42	634336755	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634351535	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634366100	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634380858	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634395314	MAT & SUPPLIES-BLD MAINT
			Check Total.....	322.10	.00	322.10		
021879	03/23/16	ATT13	AT&T	763.37	.00	763.37	160311	COMMUNICATIONS-DISPATCH
021880	03/23/16	AUT00	AUTO ZONE	30.76	.00	30.76	409568103	VEH OP/MAINT-
				9.99	.00	9.99	409568475	VEH OP/MAINT-FIRE
			Check Total.....	40.75	.00	40.75		
021881	03/23/16	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1602769	ProfServices Water Dept
021882	03/23/16	CAR12	CARREL'S OFFICE MACHINES	7.37	.00	7.37	141261	MAT & SUPPLIES-LIBRARY
021883	03/23/16	CEN14	CENTER FOR EVALUATION & R	9375.00	.00	9375.00	201181	BCJI PROGRAM-PROF SVCS
021884	03/23/16	COR07	CORBIN WILLIAMS SYSTEMS	130.00	.00	130.00	000B60315	PROF SVCS-FINANCE
021885	03/23/16	COR11	CORNING SAFE & LOCK	5.98	.00	5.98	0083	BLD MAINT-LIBRARY
				12.09	.00	12.09	0086	BLD MAINT-TRANS FAC
				4.84	.00	4.84	0088	MAT & SUPPLIES-PARKS
			Check Total.....	22.91	.00	22.91		
021886	03/23/16	COR2B	CORNING UNION HIGH SCHOOL	92250.00	.00	92250.00	AR1600022	BCJI PROGRAM-COUNSELOR
021887	03/23/16	HEN03	HENRY SCHEIN INC.,	96.21	.00	96.21	28746987	EQUIP MAINT-FIRE
021888	03/23/16	LNC01	LN CURTIS & SONS	142.97	.00	142.97	138932500	EQUIP MAINT-FIRE
021889	03/23/16	NOR18	NORTH VALLEY DISTRIBUTING	85.53	.00	85.53	S12001670	BLD MAINT-FIRE
				50.74	.00	50.74	S12001672	BLD MAINT-FIRE
			Check Total.....	136.27	.00	136.27		
021890	03/23/16	NOR31	NORM'S PRINTING	61.81	.00	61.81	015982	OFFICE SUPPLIES-BLD & SAF
021891	03/23/16	OFF01	OFFICE DEPOT	306.39	.00	306.39	830553338	OFFICE SUPPLIES-DISPATCH
021892	03/23/16	PGE01	PG&E	21191.46	.00	21191.46	160311	Electricity General City-
021893	03/23/16	PGE2A	PG&E	65.64	.00	65.64	160316	ELECT-BLUE HERON CT
021894	03/23/16	QUI02	QUILL CORPORATION	270.08	.00	270.08	160309	OFFICE SUPPLIES-FINANCE

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
021895	03/23/16	RAD02	THE RADAR SHOP	351.00	.00	351.00	RS-9130	EQUIP MAINT-POLICE	
021896	03/23/16	RED08	RED BLUFF GLASS CO.	226.93	.00	226.93	035231	MAT & SUPPLIES-PARKS	
021897	03/23/16	RON04	RON KENT EQUIPMENT SERVIC	343.48	.00	343.48	16-2457	VEH OP/MAINT-FIRE	
				86.50	.00	86.50	16-2460	VEH OP/MAINT-FIRE	
			Check Total.....	429.98	.00	429.98			
021898	03/23/16	SCH01	LES SCHWAB TIRE CENTER	331.00	.00	331.00	611001904	VEH OP/MAINT-POLICE	
021899	03/23/16	SEV00	SEVERN TRENT ENVIRONMENTA	52949.90	.00	52949.90	2083394	PROF SVCS-	
021900	03/23/16	WES02	WESTERN BUSINESS PRODUCTS	45.65	.00	45.65	AR16155	EQUIP MAINT-FIRE	

Cash Account Total.....: 179642.79  
 Total Disbursements.....: 179642.79  
 =====

REPORT: Mar 30 16 Wednesday  
 RUN: Mar 30 16 Time: 15:54  
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CITY OF CORNING  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
021901	03/24/16	KEE00	KEENER, SHELLEY	292.28	.00	292.28	160323	TRAINING/ED-DISPATCH
021902	03/24/16	WAR05	WARREN, DANA KARL	373.35	.00	373.35	160323	REC INSTRUCTOR-REC
021903	03/30/16	ATT15	AT&T MOBILITY	495.13	.00	495.13	160319	COMMUNICATIONS-
021904	03/30/16	AUT00	AUTO ZONE	143.87	.00	143.87	409569116	VEH OP/MAINT-FIRE
021905	03/30/16	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1602942	ProfServices Water Dept
021906	03/30/16	DEP03	DEPT OF TRANS/CAL TRANS	979.31	.00	979.31	16006218	Equip.Maint. St&Trf Light
021907	03/30/16	GRA02	GRAINGER, W.W., INC	61.79	.00	61.79	905975153	MAT & SUPPLIES-PARKS
				51.86	.00	51.86	906302884	MAT & SUPPLIES-BLD MAINT
			Check Total.....	113.65	.00	113.65		
021908	03/30/16	HOL04	HOLIDAY MARKET #32	26.94	.00	26.94	21321203/	MAT & SUPPLIES-BLD MAINT
				23.66	.00	23.66	36321203/	MAT & SUPPLIES-
			Check Total.....	50.60	.00	50.60		
021909	03/30/16	HOM03	HOME DEPOT	32.27	.00	32.27	4190337	THEATRE FLOORING-RODGERS
021910	03/30/16	HUN03	HUNTERS SERVICES INC.	115.00	.00	115.00	163469	PROF SVCS-HOUSING REHAB
021911	03/30/16	LEH03	LEHR AUTO ELECTRIC	415.35	.00	415.35	01 122227	MAT & SUPPLIES-
021912	03/30/16	MCC05	MCCURDY'S TRUCK REPAIR	221.25	.00	221.25	15631	VEH OP/MAINT-
021913	03/30/16	NOR03	NCCSIF	35226.50	.00	35226.50	201603	LIABILITY INS-GEN CITY
021914	03/30/16	NOR31	NORM'S PRINTING	35.02	.00	35.02	015992	OFFICE SUPPLIES-BLD & SAF
021915	03/30/16	PGE01	PG&E	995.46	.00	995.46	160325	ELECT-
				497.25	.00	497.25	160325A	ELECT-
			Check Total.....	1492.71	.00	1492.71		
021916	03/30/16	PGE2B	PG&E	6207.08	.00	6207.08	160323	ELECT-WWTP
			Cash Account Total.....	46319.37	.00	46319.37		
			Total Disbursements.....	46319.37	.00	46319.37		
			Cash Account Total.....	.00	.00	.00		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7103	03/29/16	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	B60329	POLICE OFFICER ASSOC
7104	03/29/16	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B60329	WITHHOLDING ORDER
7105	03/29/16	EDD01	EMPLOYMENT DEVELOPMENT	3335.18	.00	3335.18	B60329	STATE INCOME TAX
				951.35	.00	951.35	1B60329	SDI
			Check Total.....:	4286.53	.00	4286.53		
7106	03/29/16	PERS1	PUBLIC EMPLOYEES RETIRE	18791.45	.00	18791.45	1B60329	PERS PAYROLL REMITTANCE
7107	03/29/16	VAL06	VALIC	1145.00	.00	1145.00	B60329	AIG VALIC P TAX
Cash Account Total.....:				24978.59	.00	24978.59		
Total Disbursements.....:				24978.59	.00	24978.59		

REPORT: Mar 31 16 Thursday  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
21917	03/31/16	COM01	COMPUTER LOGISTICS, INC	2370.00	.00	2370.00	66629	MACH/EQUIP-
				2370.00	.00	2370.00	66829	MACH/EQUIP-
				2370.00	.00	2370.00	67230	MACH/EQUIP-
Check Total.....				7110.00	.00	7110.00		
21918	03/31/16	NOR31	NORM'S PRINTING	95.22	.00	95.22	015989	OFFICE SUPPLIES-FINANCE
21919	03/31/16	PAR07	PARCQUEST	1799.00	.00	1799.00	828842016	COMMUNICATIONS-FINANCE
21920	03/31/16	STA21	STATEWIDE TRAFFIC SAFETY	87.74	.00	87.74	08002744	SAFETY ITEMS-PW ADMIN
21921	03/31/16	TON00	TONY'S REFRIGERATION, INC	988.60	.00	988.60	54259	MAT & SUPPLIES-
21922	03/31/16	\A086	INC. ALTISOURCE SINGLE FA	15.93	.00	15.93	000B60301	MQ CUSTOMER REFUND FOR AL
21923	03/31/16	\C097	GUADALUPE CORTEZ	26.41	.00	26.41	000B60301	MQ CUSTOMER REFUND FOR CO
21924	03/31/16	\D032	DAHA INVESTMENTS	66.12	.00	66.12	000B60301	MQ CUSTOMER REFUND FOR DA
21925	03/31/16	\J087	JAMISON PROPERTIES	50.00	.00	50.00	000B60301	MQ CUSTOMER REFUND FOR JA
21926	03/31/16	\L059	HECTOR LOPEZ	32.81	.00	32.81	000B60301	MQ CUSTOMER REFUND FOR LO
21927	03/31/16	\S121	LLC SIERRA ASSET PARTNERS	66.12	.00	66.12	000B60301	MQ CUSTOMER REFUND FOR SI

Cash Account Total.....: 10337.95  
 Total Disbursements.....: 10337.95  
 Cash Account Total.....: .00

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)  
 Check Listing for 03-16 Bank Account.: 1025

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7108	03/31/16	AFL01	AMERICAN FAMILY LIFE	3934.53	.00	3934.53	B60331	AFLAC INS.PRE TAX
				378.87	.00	378.87	1B60331	AFLAC INS.AFTER TAX
			Check Total.....	4313.40	.00	4313.40		
7109	03/31/16	BLU02	BLUE SHIELD OF CALIFORNIA	24471.05	.00	24471.05	B60331	MEDICAL INSURANCE
7110	03/31/16	OE001	OPERATING ENGINEERS #3	7326.00	.00	7326.00	B60331	MEDICAL INSURANCE
7111	03/31/16	OE002	OPERATING ENG. (DUES)	366.00	.00	366.00	B60331	UNION DUES MGMT
				732.00	.00	732.00	1B60331	UNION DUES POLICE
				440.00	.00	440.00	2B60331	UNION DUES DISPATCH
				728.00	.00	728.00	3B60331	UNION DUES-MISC
			Check Total.....	2266.00	.00	2266.00		
7112	03/31/16	PRI04	PRINCIPAL PLIC-SBD GRAND	2842.26	.00	2842.26	B60331	DENTAL INSURANCE
				569.97	.00	569.97	1B60331	VISION INSURANCE
				752.50	.00	752.50	2B60331	LIFE INSURANCE
			Check Total.....	4164.73	.00	4164.73		
			Cash Account Total.....	42541.18	.00	42541.18		
			Total Disbursements.....	42541.18	.00	42541.18		

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REPORT.: Apr 06 16 Wednesday  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
021928	04/01/16	BUR05	BURGESS & BOGENER, INC.	5525.00	.00	5525.00	000B604011	CONSULTING SVCS-LEGAL SVC
021929	04/01/16	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000B604011	EQUIP MAINT-FINANCE
021930	04/01/16	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B604011	ECONOMIC DEVELOPMENT
021931	04/01/16	COR50	CORY, TARA	5833.33	.00	5833.33	000B604011	COUNSELOR-BCJI PROGRAM
021932	04/01/16	DEM02	DEMO, DAVID LEWIS	104.70	.00	104.70	000B604011	PROF SVCS-FIRE DEPT
021933	04/01/16	KEN00	KEN VAUGHAN & SONS	1200.00	.00	1200.00	000B604011	LANDSCAPE MAINT-
021934	04/01/16	PES00	PESTMASTER SERVICES OF NO	1802.50	.00	1802.50	000B604011	TREE/PEST/WEED SPRAY-
021935	04/01/16	PIT01	PITNEY BOWES	173.21	.00	173.21	000B604011	EQUIP LEASE-FINANCE
021936	04/01/16	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B604011	PROF SVCS - FIRE DEPT
021937	04/01/16	WHI05	WHITE GLOVE CLEANING SERV	3115.00	.00	3115.00	000B604011	JANITORIAL SVCS-
021938	04/01/16	COM01	COMPUTER LOGISTICS, INC	30.00	.00	30.00	67243	EQUIP MAINT-GEN CITY
				278.00	.00	278.00	67244	COMMUNICATIONS-POLICE
			Check Total.....:	308.00	.00	308.00		
021939	04/01/16	COR45	CORNING ACE HARDWARE	147.48	.00	147.48	160327	MAT & SUPPLIES-
021940	04/01/16	DIV02	DIVISION OF STATE ARCHITE	10.80	.00	10.80	160401	PROF SVCS-FINANCE
021941	04/01/16	MCC07	MCCOY'S HARDWARE & SUPPLY	10.73	.00	10.73	160327	MAT & SUPPLIES-PARKS
021942	04/01/16	PAC16	PACIFIC TELEMANAGEMENT SE	38.00	.00	38.00	160324	COMMUNICATIONS-GEN CITY
021943	04/01/16	PET03	PETTY CASH	284.83	.00	284.83	16-0331	PETTY CASH-
021944	04/01/16	WAS01	WASTE MANAGEMENT OF	119739.28	.00	119739.28	160401	WASTE MGMT PYMT-SOLID WAS
021945	04/05/16	AND01	ED ANDERSON	7050.00	.00	7050.00	16-401	PROF SVCS-
021946	04/05/16	ATT14	AT&T	161.18	.00	161.18	160323F	COMMUNICATIONS-FIRE
021947	04/05/16	AUT00	AUTO ZONE	151.63	.00	151.63	409569591	VEH Op/MAINT-POLICE
021948	04/05/16	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1603114	ProfServices Water Dept
021949	04/05/16	COR08	CORNING LUMBER CO INC	1010.38	.00	1010.38	160325	MAT & SUPPLIES-
021950	04/05/16	DM001	DM-TECH	119.90	.00	119.90	1771	COMMUNICATIONS-GEN CITY

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
021951	04/05/16	EEL00	EEL RIVER FUELS, INC.	63.43	.00	63.43	481203	NATURAL GAS-ACO
021952	04/05/16	EX000	EXOTIC CAR AUDIO OR	542.50	.00	542.50	A41346	VEH OP/MAINT-POLICE
021953	04/05/16	FIR05	FIRST NATIONAL BANK OMAHA	102.54	.00	102.54	160329	MAT & SUPPLIES-BLD & SAFE
021954	04/05/16	FIR06	FIRST NATIONAL BANK OMAHA	648.62	.00	648.62	160329	MAT & SUPPLIES-
021955	04/05/16	KN100	KNIFE RIVER CONSTRUCTION	1150.46	.00	1150.46	168219	MAT & SUPPLIES-STR
021956	04/05/16	MCC07	MCCOY'S HARDWARE & SUPPLY	45.87	.00	45.87	160327F	BLD MAINT-FIRE
021957	04/05/16	MUN03	MUNNELL & SHERRILL, INC.	83.08	.00	83.08	172290	MAT & SUPPLIES-
021958	04/05/16	NAP01	NAPA AUTO PARTS	569.62	.00	569.62	160324	MAT & SUPPLIES-
021959	04/05/16	NOR25	NORTHERN LIGHTS ENRGY, INC	1780.39 1703.38 250.43	.00 .00 .00	1780.39 1703.38 250.43	166096 166124 166125	VEH OP/MAINT- MAT & SUPPLIES- VEH OP/MAINT-FIRE
Check Total.....:				3734.20	.00	3734.20		
021960	04/05/16	PGE04	PG&E	665.50	.00	665.50	160330	TranspFacility-
021961	04/05/16	PGE05	PG&E	1326.88	.00	1326.88	160330	FIRE-ELECT & GAS
021962	04/05/16	PGE2A	PG&E	274.84 33.51 63.21	.00 .00 .00	274.84 33.51 63.21	160329 160330 160329A	ELECT-MCDONALD, CASSANDRA, ELECT-CLELAND PROP ELECT-MARTINI PLAZA
Check Total.....:				371.56	.00	371.56		
021963	04/05/16	RON03	RON DUPRATT FORD	107.13 134.50 101.57	.00 .00 .00	107.13 134.50 101.57	875698 875770 875931	BCJI-VOL PROGRAM VEH OP/MAINT- BCJI-VOL PROGRAM
021964	04/05/16	SEI01	SEILER, ROY R., CPA	18.33 199.04 617.20	.00 .00 .00	18.33 199.04 617.20	877642 877645 880529	VEH OP/MAINT- VEH OP/MAINT-STR VEH OP/MAINT-
Check Total.....:				1177.77	.00	1177.77		
021965	04/05/16	STO07	STOUFER, JOHN BEDFORD	1154.40	.00	1154.40	27520	PROF SVCS-FINANCE
021966	04/05/16	TEH13	TEHAMA CO AUDITOR	3160.00	.00	3160.00	160401	PROF SVCS-PLANNING
021967	04/05/16	TEH15	TEHAMA CO SHERIFF'S DEPT	237.50	.00	237.50	160401	PkgCiteToCnty PoliceServ
Check Total.....:				147.00	.00	147.00	160401	PROF SVCS-

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
021968	04/05/16	TH001	THOMES CREEK ROCK CO	271.24	.00	271.24	160331	MAT & SUPPLIES-SWR
021969	04/05/16	ULI00	ULINE	70.37	.00	70.37	75659833	SAFETY ITEMS-POLICE
021970	04/05/16	XER00	XEROX CORPORATION	131.89	.00	131.89	084079590	EQUIP MAINT-POLICE
021971	04/05/16	ATT02	AT&T	1226.78	.00	1226.78	160325	COMMUNICATIONS-
021972	04/05/16	CAL35	CALIFORNIA BUILDING STAND	165.00	.00	165.00	16-0405	SB 1473-BLD & SAFETY
021973	04/05/16	HOL04	HOLIDAY MARKET #32	3.10	.00	3.10	109321203	MAT & SUPPLIES-WTR
021974	04/05/16	INT01	INTERLAND BUSINESS SUPPLY	117.58	.00	117.58	160331	OFFICE SUPPLIES-
021975	04/05/16	MIS01	MISSION LINEN SUPPLY	212.85	.00	212.85	502080148	MAT & SUPPLIES-PARKS
021976	04/05/16	OFF01	OFFICE DEPOT	187.57	.00	187.57	831833664	OFFICE SUPPLIES-DISPATCH
021977	04/05/16	WAT02	WATSON, THOMAS J.	167.40	.00	167.40	160405	VEH OP/MAINT-POLICE
021978	04/06/16	CHE02	CHEM QUIP, INC.	425.80	.00	425.80	5435938	MAT & SUPPLIES-
021979	04/06/16	COR01	CORNING VETERINARY CLINIC	585.24	.00	585.24	49003	PROF SVCS-ACO
021980	04/06/16	CRE02	CREDIT BUREAU ASSOCIATES	24.00	.00	24.00	6401288	PROF SVCS-
021981	04/06/16	DUR10	DURHAM PENTZ TRUCK CENTER	257.93	.00	257.93	83535	VEH OP/MAINT-
021982	04/06/16	LEH03	LEHR AUTO ELECTRIC	36.04	.00	36.04	01 122322	VEH OP/MAINT-
021983	04/06/16	LNC01	LN CURTIS & SONS	97.08	.00	97.08	138595300	MAT & SUPPLIES-POLICE
021984	04/06/16	MCD01	MCDANIEL SIGN COMPANY	806.25	.00	806.25	3615	VEH OP/MAINT-
021985	04/06/16	REY01	REYNOLDS, DONALD C.P.A	8000.00	.00	8000.00	26424	PROF SVCS-FINANCE
021986	04/06/16	TRI02	TRI-COUNTY NEWSPAPERS	189.61	.00	189.61	188814	Print/Advert. City Clerk
				469.21	.00	469.21	189018	Print/Advert. City Clerk
				85.86	.00	85.86	189019	Print/Advert. City Clerk
				122.79	.00	122.79	189197	Print/Advert. City Clerk
				175.54	.00	175.54	189229	A/C CITYWIDE-STR
				240.60	.00	240.60	189698	Print/Advert. City Clerk
				68.27	.00	68.27	189754	Print/Advert. City Clerk
				260.24	.00	260.24	00360042	MAT & SUPPLIES-POOL
			Check Total.....	1612.12	.00	1612.12		
021987	04/06/16	COR01	CORNING VETERINARY CLINIC	140.00	.00	140.00	49004	SPAY/NEUTER PROG-ACO

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
021988	04/06/16	ECH00	ECHELON TRANSPORTATION GR	37437.05	.00	37437.05	15-501-15	PROF SVCS-PED TRANS GRANT
Cash Account Total.....				215852.59	.00	215852.59		
Total Disbursements.....				215852.59	.00	215852.59		

Date.: Apr 6, 2016  
 Time.: 3:42 pm  
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CITY OF CORNING  
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
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Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
CM CONSTRUCTION	1355 HIGH ST	OROVILLE, CA 95965	MOREY	GENERAL BUILDING CONTRACTOR	03/23/16	(530)403-7768
FOUR SEASONS ROOFING II	COMMERCE CT	CHICO, CA 95928	TYLER	ROOFING	03/28/16	(530)895-0418
RED BLUFF HEATING & RUN ELECTRIC	1705 AIRPORT BLVD 6 APICA AVE	RED BLUFF, CA 96080 OROVILLE, CA 95966	FUSCH NORTON	WARM-AIR HEATING & AIR CONDITIONING CONTRACTOR/ELECTIRC	04/01/16	(530)527-6000
STUDEBAKER BROWN ELE THE GRATEFUL DOG	6643 32ND ST. SUITE 106 1600 SOLANO ST	NORTH HIGHLANDS, CA 95660 CORNING, CA 96021	STUDEBAKER JACOBSON	DAVID ELECTRICAL CONTRACTOR LOGAN DOG GROOMING	03/17/16 03/18/16 04/05/16	(530)403-8162 (916)678-4660 (530)824-5499

**CITY OF CORNING**  
**TREASURER'S REPORT**

**March 2016**

<u>AGENCY</u>	<u>CURRENT BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$1,788,461.72	.37%

Respectfully submitted:



Laura L. Calkins  
City Treasurer

RECEIVED

APR 05 2016

CORNING CITY CLERK

Item No.: G-11

SEVERN  
TRENT  
SERVICES

**CITY OF CORNING  
WASTEWATER OPERATION SUMMARY REPORT  
MARCH 2016**

**Severn Trent Services**  
25010 Gardiner Ferry Rd  
P.O. Box 230  
Corning, CA 96021  
United States

T: +1 530 824 5863  
F: +1 530 824 5769

[www.severntrentservices.com](http://www.severntrentservices.com)

Below is a summary of the Monthly Operations Report that will be available for City review on April 2016

- 1) Completed monthly reports.
- 2) Performed weekly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Calibrated SO3 analyzer
- 6) Staff meeting to discuss plant operations and issues.
- 7) Changed chart on So3 analyzer.
- 8) Safety meeting and daily tailgate meeting
- 9) Replaced control pendants on CL2 and SO2 hoist
- 10) Inspected eyewash and emergency showers.
- 11) Repaired hose on RAS vault sump pump
- 12) Cleaned So2 pump.
- 13) Checked storm water discharge sites at WWTP and airport.
- 14) TelStar on site to repair CL2 regulator and rotometer
- 15) Tested all chlorine and So2 leak sensors.
- 16) Exercised lift station stand-by pump
- 17) Exercised emergency generator.
- 18) Performed monthly Plant inspection

- 19) Checked all fire extinguishers.
- 20) Submitted monthly ESMR and DMR
- 21) Completed SSO no spill report.
- 22) Tehama County Air Quality on site for odor complaint, no issues with plant odor seemed to be a Bell Carter Issue
- 23) Replaced hose bib on SO# manifold
- 24) City staff repaired broken water line at plant

March 2016

Domestic Flow Monthly Average = 699,161 GPD

Total KWH= 52,440

4/1/2016  
3:03:46PM

**CITY OF CORNING**  
**PERMITS ISSUED (sort by Permit #)**  
**For the Period 3/1/2016 thru 3/31/2016**

<b>Owner and Address</b>	<b>Parcel Number</b>	<b>Issued On</b>	<b>Valuation</b>
REDDING BANK OF COMMERCE 1222 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> C/O SIGNS	7113317 <b>Site Street Address:</b> 1222 SOLANO ST	3/8/2016	20,000.00
CITY OF CORNING 1106 BUTTE ST CORNING CA 96021 <b>Permit Description:</b> INSTALL 3 NEW ANTENNAS TO CITY WATER T	7111507 <b>Site Street Address:</b> 1106 BUTTE ST	3/7/2016	10,000.00
ANTONIO VALENCIA 1180 McDONALD CT CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7323017 <b>Site Street Address:</b> 1180 McDONALD CT	3/1/2016	5,500.00
CARLOS GONZALEZ 522 ALMOND ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7315110 <b>Site Street Address:</b> 522 ALMOND ST	3/1/2016	6,051.26
NICKI SMITH 812 COLUSA ST CORNING CA 96021 <b>Permit Description:</b> INSTALL TANKLESS WATER HEATER	7303406 <b>Site Street Address:</b> 812 COLUSA ST	3/8/2016	5,813.00
YURIRIA TAPIA 323 RIO DEL RAY CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7132011 <b>Site Street Address:</b> 323 RIO DEL RAY	3/9/2016	5,720.00
JORGE & JOY McCLAIN 1318 COLUSA ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7105208 <b>Site Street Address:</b> 1318 COLUSA ST	3/7/2016	4,800.00

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 3/1/2016 thru 3/31/2016

Owner and Address	Parcel Number	Issued On	Valuation
BOB & TERRISA BALES 1840 TOOMES AVE CORNING CA 96021 <b>Permit Description:</b> ADD METAL RV SHELTER	7130002 <b>Site Street Address:</b> 1840 TOOMES AVE	3/9/2016	5,000.00
JUAN LOPEZ 1701 PALM AVE CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7129225 <b>Site Street Address:</b> 1701 PALM AVE	3/11/2016	19,536.00
LUIS SAAVEDRA 1416 BUTTE ST CORNING CA 96021 <b>Permit Description:</b> REPLACE PORTION OF SEWER MAIN	7110512 <b>Site Street Address:</b> 1416 BUTTE ST	3/14/2016	800.00
TERESA CURIEL 809 SOUTH ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7309503 <b>Site Street Address:</b> 809 SOUTH ST	3/14/2016	5,300.00
ROBERTO DIAZ 1787 PALM AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7129223 <b>Site Street Address:</b> 1787 PALM AVE	3/14/2016	5,800.00
TERESA CURIEL 411 NORTH ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7320044 <b>Site Street Address:</b> 411 NORTH ST	3/14/2016	4,500.00
LENNIE BARBO 433 NORTH ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7320043 <b>Site Street Address:</b> 433 NORTH ST	3/14/2016	5,800.00

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 3/1/2016 thru 3/31/2016

Owner and Address	Parcel Number	Issued On	Valuation
PABLO NEREY 508 MARIN ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7308106 <b>Site Street Address:</b> 508 MARIN ST	3/14/2016	6,200.00
RICHARD ORDUNO 904 ALMOND ST CORNING CA 96021 <b>Permit Description:</b> 2nd LAYER ROOF OVERLAY	7313308 <b>Site Street Address:</b> 904 ALMOND ST	3/15/2016	10,850.00
ROBERT McCABE 1354 MEADOWBROOK LN CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7131004 <b>Site Street Address:</b> 1354 MEADOWBROOK LN	3/15/2016	5,201.26
KEN VAUGHAN 525 FIRST ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7304501 <b>Site Street Address:</b> 525 FIRST ST	3/16/2016	4,900.00
TIMOTHY OSBORN 550 DEL NORTE AVE CORNING CA 96021 <b>Permit Description:</b> C/O ELECTRICAL SERVICE	7305212 <b>Site Street Address:</b> 550 DEL NORTE AVE	3/16/2016	1,500.00
BAVIER, JAMES R JR & ROBIN L 1061 MARGUERITE AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7323004 <b>Site Street Address:</b> 1061 MARGUERITE AVE	3/16/2016	5,850.00
ENRIQUE ANAYA 235 CORONA AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7327002 <b>Site Street Address:</b> 235 CORONA AVE	3/17/2016	2,500.00

**CITY OF CORNING**  
**PERMITS ISSUED (sort by Permit #)**  
**For the Period 3/1/2016 thru 3/31/2016**

Owner and Address	Parcel Number	Issued On	Valuation
STEVEN, HOBLIN 1391 SIXTH AVE CORNING CA 96021 <b>Permit Description:</b> REMODEL GARAGE, DEPENDENT REAR OF GARAGE, REAR PORCH, CHANGE SMALL BED RM. TO BATH RM., REMODEL KITCHEN.	7127123 <b>Site Street Address:</b> 1391 SIXTH AVE	3/29/2016	30,000.00
ADRIAN CHASE 660 HICKORY ST. CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7314508 <b>Site Street Address:</b> 660 HICKORY ST.	3/22/2016	9,750.00
ALFREDO , RAMIREZ 1150 MC DONALD CT. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7323018 <b>Site Street Address:</b> 1150 MC DONALD CT.	3/22/2016	5,800.00
ENRIQUE , ALVAREZ 1017 MC DONALD CT. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7323029 <b>Site Street Address:</b> 1017 MC DONALD CT.	3/22/2016	5,800.00
ENRIQUE , ALVAREZ 1027 MC DONALD CT. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7323030 <b>Site Street Address:</b> 1027 MC DONALD CT.	3/22/2016	6,500.00
CRISTOBAL,LINCE 1220 MARGUERITE AVE CORNING CA 96021 <b>Permit Description:</b> ADD LAUNDRY, CHANGE BATH, MOVE 1 WALL,	7315404 <b>Site Street Address:</b> 1220 MARGUERITE AVE	3/22/2016	5,000.00
FERN,DAMANTI 222 RIO VERDE CT. CORNING CA 96021 <b>Permit Description:</b> WATER HEATER C/O 40GAL. GAS	7134010 <b>Site Street Address:</b> 222 RIO VERDE CT.	3/23/2016	921.00

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 3/1/2016 thru 3/31/2016

Owner and Address	Parcel Number	Issued On	Valuation
JAMIE DURHAM 611 LINCHON ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7109110 <b>Site Street Address:</b> 611 LINCHON ST	3/23/2016	10,500.00
CITY OF CORNING 25010 GARDINER FERRY RD CORNING CA 96021 <b>Permit Description:</b> INSTALL GROUND MOUNT SOLAR	7529015 <b>Site Street Address:</b> 25010 GARDINER FERRY RD	3/24/2016	1,500,000.00
JUAN, ABARCA 504 ALMOND ST. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7315105 <b>Site Street Address:</b> 504 ALMOND ST.	3/24/2016	4,500.00
JOHN PATTERSON 1214 BUTTE ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF & C/O ELECT SERVICE	7111307 <b>Site Street Address:</b> 1214 BUTTE ST	3/24/2016	10,000.00
ROBERT LEAL 508 ALMOND ST. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7315112 <b>Site Street Address:</b> 508 ALMOND ST.	3/25/2016	5,200.00
DEBORAH OLSEN 1554 MEADOWBROOK AVE CORNING CA 96021 <b>Permit Description:</b> REROOF TEAROFF COMP.	7131019 <b>Site Street Address:</b> 1554 MEADOWBROOK AVE	3/25/2016	5,654.00
JASON STOKES 711 WALNUT ST. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP.	7310203 <b>Site Street Address:</b> 711 WALNUT ST.	3/25/2016	9,494.00

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 3/1/2016 thru 3/31/2016

Owner and Address	Parcel Number	Issued On	Valuation
LINDA ROHSE 243 RIO BRAVO CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7134024 <b>Site Street Address:</b> 243 RIO BRAVO	3/28/2016	5,900.00
LISA ESPARZA , DAVID 1577 BLACKBURN AVE CORNING CA 96021 <b>Permit Description:</b> ELECTRICAL PANEL100 AMP. ADDED/ SUB-PAI	7103014 <b>Site Street Address:</b> 1577 BLACKBURN AVE	3/29/2016	1,200.00
GORDON FLINDERS 365 NORTH ST. CORNING CA 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7320046 <b>Site Street Address:</b> 365 NORTH ST.	3/29/2016	7,100.00
DIAZ, RAFAEL & JULIA 711 Beechway Corning Ca 96021 <b>Permit Description:</b> REROOF TEAR OFF COMP	7314302 <b>Site Street Address:</b> 711 Beechway	3/29/2016	4,500.00
TIMOTHY OSBORN 550 DEL NORTE AVE CORNING CA 96021 <b>Permit Description:</b> ROOF MOUNT P.V. SYSTEM 8.84 KW.	7305212 <b>Site Street Address:</b> 550 DEL NORTE AVE	3/31/2016	19,536.00
DAVID, ESPARZA 1577 BLACKBURN AVE CORNING CA 96021 <b>Permit Description:</b> COVERED PATIO	7103014 <b>Site Street Address:</b> 1577 BLACKBURN AVE	3/30/2016	8,000.00
C B M 250 DIVISADERO CORNING CA 96021 <b>Permit Description:</b> SIDING AND WINDOWS REPLACED AND TRIM	7302042 <b>Site Street Address:</b> 250 DIVISADERO	3/30/2016	34,000.00

4/1/2016  
3:03:46PM

**CITY OF CORNING**  
**PERMITS ISSUED (sort by Permit #)**  
**For the Period 3/1/2016 thru 3/31/2016**

<b>Owner and Address</b>	<b>Parcel Number</b>	<b>Issued On</b>	<b>Valuation</b>
JOHNNY, ARMSTRONG 1307 COLUSA ST. CORNING CA 96021	7111115 <b>Site Street Address:</b> 1307 COLUSA ST.	3/31/2016	4,500.00
<b>Permit Description:</b> REROOF TEAR OFF COMP.			

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**43 Permits Issued from 3/1/2016 Thru 3/31/2016 OR A TOTAL VALUATION OF \$1,835,476.52**

**\*\*\* END OF REPORT \*\*\***

ITEM NO: G-13  
ADOPT ORDINANCE NO. 666, AN  
ORDINANCE OF THE CITY OF  
CORNING ADDING CHAPTER 9.21 TO  
TITLE 9 OF THE CORNING MUNICIPAL  
CODE, RELATING TO REGULATION  
OF BUTANE RESALE.

April 12, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: KRISTINA MILLER, CITY MANAGER  
JODY BURGESS, CITY ATTORNEY



**BACKGROUND:**

Ordinance 666 was introduced at the March 22, 2016 City Council meeting. During presentation of the proposed Ordinance, City Attorney Jody Burgess recommended, and the City Council concurred, to remove one of the original proposed prohibitions listed in the proposed Ordinance. The prohibition removed was: **F. It is unlawful for any person that is not a retailer or wholesaler to have in their possession, custody or control, a tank containing butane and that is capable of holding a quantity of butane greater than 840 ml.**

The revised Ordinance would prohibit the following:

- A. It is unlawful for any reseller to sell to a customer more than two canisters of butane during a single transaction.
- B. Subject to compliance with Section 9.21.040 (E) of this Code, it is unlawful for any reseller to sell to a customer more than two canisters of butane during any consecutive 30-day period.
- C. It is unlawful for any person that is not a reseller to have in their possession, custody or control more than two canisters of butane at any one time that have a carrying capacity exceeding 840 ml.
- D. It is unlawful for any customer of reseller to purchase or acquire more than two canisters of butane during a consecutive 30-day period, whether sold individually or by the package.
- E. It is unlawful for a reseller to sell to a customer more than 840 ml of butane during a consecutive 30-day period.

The proposed Ordinance would also require that for every sale of Butane, the Retailer is required to prepare a bill of sale that identifies the date of sale, quantity of Butane purchased, and the Customer's Identification. Retailers are required to retain a copy of each bill of sale for at least two (2) years.

Given the magnitude of the harm caused by, and the potential economic incentives for manufacturing honey oil, the proposed Ordinance makes violation of any provision of Chapter 9.21 a misdemeanor, and also provides a \$1,000 penalty per violation. A separate violation shall exist for every single canister sold or possessed.

**RECOMMENDATION:**

**ADOPT ORDINANCE NO. 666, AN ORDINANCE OF THE CITY OF CORNING ADDING CHAPTER 9.21 TO TITLE 9 OF THE CORNING MUNICIPAL CODE, RELATING TO REGULATION OF BUTANE RESALE.**

**ORDINANCE NO.: 666**

**AN ORDINANCE OF THE CITY OF CORNING  
ADDING CHAPTER 9.21 TO TITLE 9 OF THE CORNING  
MUNICIPAL CODE, RELATING TO REGULATION OF BUTANE RESALE.**

**THE COUNCIL OF THE CITY OF CORNING DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Chapter 9.21 is added to Title 9 of the Corning Municipal Code to read:**

**CHAPTER 9.21**

**BUTANE RESALE ORDINANCE**

<b>Section 9.21.010</b>	<b>Authority and Title</b>
<b>Section 9.21.020</b>	<b>Findings and Purpose.</b>
<b>Section 9.21.030</b>	<b>Definitions.</b>
<b>Section 9.21.040</b>	<b>Unlawful Sale, Purchase and Handling Butane</b>
<b>Section 9.21.050</b>	<b>Tracking of Butane Sales</b>
<b>Section 9.21.060</b>	<b>Penalties, Strict Liability, and Nuisance.</b>
<b>Section 9.21.070</b>	<b>Exemptions.</b>
<b>Section 9.21.080</b>	<b>Severability Clause.</b>
<b>Section 9.21.090</b>	<b>Cumulative Remedy.</b>

**Section 9.21.010: Authority and Title**

Under the authority granted in Article XI, Section 7 of the California Constitution and Government Code Sections 36900 and 36901, the City of Corning, by and through its Council, does enact this Chapter of its Municipal Code, which shall be known as the Butane Resale Ordinance.

**Section 9.21.020: Findings and Purpose**

The northern region of our State has experienced a recent increase in explosions caused from the manufacture of honey oil (also known as hash oil) in clandestine labs using refined butane. These incidents have caused considerable property damage, personal injury and even incidents of death to those participating in the manufacturing process, and to innocent bystanders.

Refined butane is used to dissolve the tetrahydrocannabinol (THC) resin, which concentrates into a liquid/oil form as a result of the butane's stripping process. The stripping of the THC through use of refined butane causes flammable butane vapors to accumulate low to the ground and remain exposed to ignition sources. Studies suggest that 99.5 percent of the extracted THC Butane mixture will volatilize into the immediate area and find an ignition source.

That the honey oil lab using refined butane presents a serious hazard for first responders as the gas has no odor and can only be detected by a combustible gas instrument. Such conditions present grave risk of loss where devices such as a TASER are capable of igniting the gas resulting in an explosion.

That the resale of refined butane occurs at levels sufficient to aid the manufacture of honey oil. That such sales and possession of butane should be regulated to prevent the use of butane in the manufacture of honey oil where such activity presents grave dangers to the occupants of the City of Corning and the first responders therein.

**Section: 9.21.030: Definitions:**

For the purpose of this chapter the following definitions apply:

"Butane" means iso-butane, n-butane, and butane refined 5 times or greater.

"Canister" means a single butane canister of a storage quantity of up to 840 ml (10.6 ounces) or less.

"Code" means the Corning Municipal Code.

"Count" means the number of canisters of refined butane.

"Customer" means any person who is sold or acquires during a transaction products from any retail store.

"Day" means calendar day.

"Package" means butane offered for sale at quantities of two or more.

"Person" means a corporation, co-partnership, or association as well as a natural person.

"Reseller" means any business, company, corporation, person, employee or associate selling products to any customer within the City of Corning. It does not include any wholesaler engaged in a wholesale transaction.

"Sell" means to furnish, give away, exchange, transfer, deliver, surrender, distribute or supply, whether for monetary gain or other consideration.

"Tank" means a compressed gas cylinder capable of holding a quantity of butane greater than 840 ml (28.41 ounces).

"Transaction" means a purchase, sale, trade, loan, pledge, investment, gift, transfer, transmission, delivery, deposit, withdrawal, payment, exchange of currency, extension of credit, purchase or sale of any monetary instrument, or an electronic, magnetic or manual transfer between accounts or any other acquisition or disposition of property by whatever means effected.

"Wholesaler" means a person whose business is the selling of goods in gross to retail stores for purposes of resale.

**Section 9.21.040: Unlawful sale, purchase, and handling of butane**

- A. It is unlawful for any reseller to sell to a customer more than two canisters of butane during a single transaction.
- B. Subject to compliance with Section 9.21.040 (E) of this Code, it is unlawful for any reseller to sell to a customer more than two canisters of butane during any consecutive 30-day period.
- C. It is unlawful for any person that is not a reseller to have in their possession, custody or control more than two canisters of butane at any one time that have a carrying capacity exceeding 840 ml.
- D. It is unlawful for any customer of reseller to purchase or acquire more than two canisters of butane during a consecutive 30-day period, whether sold individually or by the package.
- E. It is unlawful for a reseller to sell to a customer more than 840 ml of butane during a consecutive 30-day period.

**Section 9.21.050: Tracking of Butane Sales**

- A. For every sale of butane, Reseller shall prepare a bill of sale that identifies the date of sale, quantity of butane purchased, and the purchaser's identification. Purchaser's identification as used herein shall mean a person's first and last name as verified from a valid driver's license or other official and valid state-issued identification that contains a photograph of the purchaser and a residential or mailing address. Reseller shall retain a copy of the bill of sale in readable form for a period of two years.
- B. It shall be unlawful for any reseller to sell butane to any customer without complying with Section 9.21.040 of this Code.

**Section 9.21.060: Penalties, strict liability, and nuisance.**

- A. Unless otherwise provided in this chapter or by state law, a violation of any of the provisions of this chapter shall be punishable as provided in Chapter 1.08 of this Code. A violation of this Chapter is a misdemeanor and subject to a \$1,000 penalty, per violation (Government Code, Section 36901). A separate violation shall exist for every single canister sold or possessed in violation of this Chapter.
- B. This chapter is a regulatory provision necessary for the protection of the public health, welfare and safety. In any criminal prosecution for a violation of this chapter, it is not necessary to prove knowledge or criminal intent.
- C. A violation of any provision of this chapter constitutes a public nuisance.

**Section 9.21.070**

[This section is reserved for future use].

**Section : 9.21.080: Severability Clause**

If any provision, paragraph, word or section of this article is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections shall not be affected and shall continue in full force and effect.

**Section 9.21.090: Cumulative remedy.**

Nothing herein is intended to limit the City from pursuing any other remedy available at law or in equity against any person or entity maintaining, committing, or causing a public nuisance or any other violation of the Code or State or Federal law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on March 22, 2016, and adopted at a regular meeting of the City Council of the City of Corning held on April 12, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning do hereby certify that the foregoing is a true and correct copy of Ordinance No. 666. This Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on March 22, 2016, and adopted at a regular meeting of the City Council of the City of Corning held on April 12, 2016 by the votes listed on the attached copy of the Ordinance. Ordinance No. 666 was published in a newspaper of general circulation within the required legal time lines.

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

Published:  
Lisa M. Linnet, City Clerk

## **SUMMARY OF ORDINANCE 666**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING ADDING CHAPTER 9.21 TO TITLE 9 OF THE CORNING MUNICIPAL CODE RELATING TO REGULATION OF BUTANE RESALE**

Honey oil manufacturing through clandestine labs has become an epidemic throughout Northern California. The process of creating honey oil predominantly occurs through use of butane products (n-butane, iso-butane and butane) at refined amounts of 5 times or higher. The butane acts as a stripping agent to remove the tetrahydrocannabinol (THC, the active ingredient in marijuana) from the cannabis plant as part of the manufacturing process; a process that releases volatile vapors into the lab area which are subject to a low flash point. The end result of this clandestine process is the creation of crude "honey oil" with an elevated THC level and a high street value, or quite possibly an explosion with resulting injury. Corning and surrounding communities have seen such explosions, fire, property damage and injuries associated with this activity. The proposed Ordinance uses the City's policy power to regulate the resale of butane between retailer and customer to no more than 840 ml per month per individual. In addition, the Ordinance would make it unlawful to possess more than 840 ml of butane, or a canister(s)/tank capable of housing more than 840 ml of butane at any one time.

A full copy of the Ordinance is posted in the office of the City Clerk at 794 Third Street, Corning, CA.

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**Lisa M. Linnet, City Clerk**

**Publish:**

**Lisa M. Linnet, City Clerk**

ITEM NO.: G-14

**RESOLUTION NO. 04-12-2016-01, CALLING  
FOR THE MUNICIPAL ELECTION AND  
REQUESTING THAT IT BE CONSOLIDATED  
WITH THE NOVEMBER 2016 STATEWIDE  
GENERAL ELECTION**

**April 12, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: KRISTINA MILLER, CITY CLERK  
LISA M. LINNET, CITY CLERK**



**BACKGROUND**

Every two years Cities hold their election for new officers. In 1985, the Corning City Council adopted Ordinance No. 428 consolidating our elections with the statewide General Election, which is held on the first Tuesday after the first Monday in November on even numbered years. Each election year the Council adopts a Resolution calling the date of the election, which this year will be on November 8, 2016, and requesting that it be consolidated with the County's General Election.

The Resolution also requests that the Tehama County Board of Supervisors authorize and permit the County Elections Department to provide services to the City in the conduct of the Election acknowledging that the City agrees to pay for said services.

**RECOMMENDATION:**

**MAYOR AND COUNCIL ADOPT RESOLUTION NO. 04-12-2016-01, CALLING  
FOR THE MUNICIPAL ELECTION AND REQUESTING THAT IT BE CONSOLIDATED  
WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8,  
2016.**

**RESOLUTION NO.: 04-12-2016-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING,  
CALLING FOR THE MUNICIPAL ELECTION  
AND  
REQUESTING THAT IT BE CONSOLIDATED WITH  
THE NOVEMBER 2016 STATEWIDE GENERAL ELECTION  
ON NOVEMBER 8, 2016**

**WHEREAS**, the City of Corning adopted Ordinance No. 428 on February 13, 1985, consolidating it's elections with the statewide General Election which is held on the first Tuesday after the first Monday in November on even numbered years; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any City or District may by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the City or District relating to the conduct of an Election; and

**WHEREAS**, the Resolution of the governing body of the City or District shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10002, the City or District shall reimburse the County in full for the services performed upon presentation of a bill to the City or District; and

**WHEREAS**, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any Legislative or Congressional District, Public District, City, County, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for Cities and Special Districts may be either completely or partially consolidated; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a District, City or other political subdivision for the submission of any questions, proposition, or office to be filled is to be consolidated with a Statewide Election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that Statewide Election, the District, City or other political subdivision shall, at least 88 days prior to the date of the Election, file with the Board of Supervisors, and a copy with the Elections Official, a Resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the Election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the Resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the Ordinance, Resolution, or order called the Election; and

**WHEREAS**, various District, County, State and other political subdivision elections may be or have been called to be held on November 8, 2016;

---

**NOW, THEREFORE BE IT RESOLVED AND ORDERED THAT THE** governing body of the **City of Corning** hereby orders an election be called and consolidated with any and all elections also called to be held on November 8, 2016 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the **County of Tehama** requests the Board of Supervisors of the County of Tehama to order such consolidation under Elections Code 10401 and 10403.

**BE IT FURTHER RESOLVED AND ORDERED** that said governing body, the City of Corning, hereby requests the Board of Supervisors to permit the Tehama County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

**BE IT FURTHER RESOLVED AND ORDERED** that the Tehama County Elections Department conduct the election for the following offices on the November 8, 2016 Ballot:

<b>SEATS OPEN</b>	<b>OFFICE</b>	<b>TERM</b>
Two	City Council Member	4 Years (Full Term)
One	Mayor	2 Years (Full Term)
One	Treasurer	4 Years (Full Term)
One	City Clerk	4 Years (Full Term)

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on April 12, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Gary R. Strack, Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 12<sup>th</sup> day of April, 2016 by the votes listed above.

\_\_\_\_\_  
Lisa M. Linnet, City Clerk

**ITEM NO: G-15  
WAIVE RECREATIONAL USE FEE  
FOR A TOURNAMENT  
FUNDRAISER BENEFITING THE  
WESTSIDE AMERICAN LEGION  
BASEBALL TEAM**

**APRIL 12, 2016**

**TO: HONORABLE MAYOR AND COUCIL MEMBERS  
OF THE CITY OF CORNING**

**FROM: KRISTINA MILLER, CITY MANAGER  
DAWN GRINE, PUBLIC WORKS DIRECTOR**



**SUMMARY:**

Brant Mesker submitted a request to City Council to waive the Recreational Use Fee for the use of Yost Park for a Tournament Fundraiser benefiting the Westside American Legion Baseball Team. The tournament is scheduled for April 22<sup>nd</sup> and 23<sup>rd</sup>. This is a community based event to raise funds for the team to purchase uniforms, provide traveling funds, pay for insurance and hire umpires.

**BACKGROUND:**

Staff requests Council approval to waive all non-refundable recreational fees (\$166), requiring only the \$100 refundable deposits normally charged for the Westside American Legion Baseball Fundraiser.

\$75 Cleanup deposit  
\$25 Key deposit (cash)  
\$100 Refundable

\$16 Weekend Field Light Fee  
\$150 Weekend Use Fee  
\$166 Non-Refundable

**RECOMMENDATION:**

**That the Mayor and Council waive the Recreational Use Fee for a Tournament Fundraiser benefiting the Westside American Legion Baseball Team**

**RECEIVED**

**MAR 28 2016**

CITY OF CORNING

March 28, 2016

Mayor and City Council:

My name is Brant Mesker and I am putting together a Coed Softball Tournament as a fund raiser for the 2016 Corning Westside American Legion Baseball Team. The proposed date for this tournament is Friday & Saturday, April 22 & 23. I am requesting and hoping that the City will grant a waiver of the Yost Park and Concession Stand fees for this tournament.

Funds raised via this Tournament will be used to purchase uniforms, provide traveling funds, pay for insurance and hire umpires.

We would be grateful for the fee waiver and any assistance and/or donations.

If you have any questions, please contact Brant Mesker.

Thank you,

Brant Mesker

**ITEM NO. G-16  
APPROVE A NEW 5-YEAR  
AGREEMENT WITH CORNING  
JUNIOR RODEO ASSOCIATION**

**APRIL 12, 2016**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS  
OF THE CITY OF CORNING, CA**

**FROM: KRISTINA MILLER, CITY MANAGER**  
**DAWN GRINE, PUBLIC WORKS DIRECTOR**



**SUMMARY:**

The Corning Junior Rodeo Association leases the Rodeo grounds located at Clark Park. They have constructed and continue to maintain the Rodeo Grounds facilities. Their current agreement ends March 31, 2016, and is proposed to be extended for another five (5) years, through March 31, 2021.

**BACKGROUND:**

The Rodeo Association has provided the City with Comprehensive Liability Coverage for the once a year Junior Rodeo event in the amount of one (1) million dollars, naming the City of Corning as an additional insured. In addition, the same Liability Coverage is required for any other events being held at this venue.

All of Clark Park, including the Rodeo facilities, is insured through the City's membership in the Northern California Cities Self Insurance Fund, for the amount of \$10 million per occurrence. All City facilities are regularly inspected by City Staff, and periodically, by the Insurance Authority Safety Engineering Staff in order to insure that the facilities are maintained hazard-free.

The previous agreement with the Rodeo Association had been approved by City Council on March 8, 2011 for a term of five (5) years; expiring on March 31, 2016.

**RECOMMENDATION:**

**That the Mayor and Council approve a new 5-year Lease Agreement between the City of Corning and the Corning Junior Rodeo Association**

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made on April 1, 2016, and is by and between the CITY OF CORNING, a general law City (hereinafter "Lessor and/or City") and the CORNING JUNIOR RODEO ASSOCIATION, (hereinafter "Lessee").

### I. RECITALS

WHEREAS the City is the owner of real property in the southeast part of the City of Corning which property is generally referred to as the Estil C. Clark Park;

WHEREAS the on such property there is located a baseball field, open space, a horse arena, and other facilities; the horse arena being the subject of this lease;

WHEREAS the Lessee, as a Lessee, has previously used and improved the horse arena facilities thus making substantial capital improvements thereon;

WHEREAS the Lessee is involved in an educational and recreational program which is beneficial to our youth and the overall citizens of the City of Corning.

WHEREAS the City desires to continue to offer the benefits of the lease to the Lessee, and to do so under the terms and conditions set forth herein.

### II. AGREEMENT

IT IS THEREFORE AGREED that City shall hereby continue to lease to Lessee the above described horse arena on the following terms and conditions:

#### 1. Term.

The term of the lease shall be for a period of five years commencing April 1, 2016, and terminating on March 31, 2021.

#### 2. Renewal of Lease.

At the end of the term of this Lease, Lessee shall have an opportunity to renew this lease by giving written notice to City within 30-days of the expiration of the Lease term. Any renewal of this lease shall be negotiated with City, in writing, and signed by the parties thereto.

#### 3. Leased Premises and Improvements.

City is leasing to Lessee, and Lessee is leasing from City the horse arena area shown in bold outline on the attached EXHIBIT "A", hereinafter referred to as the "leased premises". In addition, Lessee may use the unsurfaced and adjacent surfaced area for parking of vehicles off-loading and loading of horses. Furthermore, Lessee may build, construct or remodel the facilities of the horse arena, but prior to any such building, construction, or remodeling, Lessee shall first present to the Recreation Commission for review and

recommendation to the City Council of the City of Corning written plans and proposals for such building, construction or remodeling, and must obtain the approval of the City of Corning for each such plan before beginning any building, construction and remodeling. Any improvements made on the lease premises, affixed or attached, shall remain on site and the property of City after expiration of the Lease term.

Any uses outside of the scope of this lease are not capable of creating a prescriptive right or otherwise modifying this lease and is therefore not legally enforceable unless set forth in writing, signed by all parties and attached to this lease.

#### **4. Consideration for Lease.**

The horse arena is leased to Lessee in consideration of the benefit to the public and citizens of the City, and the recreational and educational benefits to the public and citizens of the City. As further consideration for the Lease, Lessee agrees to maintain the corrals and other improvements at the leased premises at its sole cost, and to further construct capital improvements at Lessee's sole and absolute cost where necessary. Any challenge to this lease as illegal under the California Government Code, whether of merit or not, shall be grounds for City to terminate the lease on 30-days written notice to Lessee.

#### **5. Use of Leased Premises and Utilities.**

The horse arena is leased to Lessee for the purpose of horse shows, rodeo events, and other associated activities of the Corning Junior Rodeo Association. Lessee shall not use the premises for any unlawful purpose, taking into consideration laws, ordinances, and rules of federal, state, county and city entities. City shall not be responsible for furnishing any utilities or other facilities. However, at such points in the area where water is available, Lessee may use the same without fee. This Agreement creates an exclusive right in the Lessee to use and control the use of the premises throughout the entire term of the lease subject only to the Lessee's obligation to make the premises available for City or City applicant's use upon reasonable advance notice.

#### **6. No Ability to Encumber.**

Lessee shall not encumber the leased premises, in any manner, for any purpose.

#### **7. Indemnity, Defense and Hold Harmless.**

Lessee shall indemnify, defend and hold City, and the property of City, including said leased premises, free and harmless from any and all liability, claims, injuries, losses, damages, or expenses resulting from Lessee's, its guests or invitees occupation, use, and/or presence on the leased premises, specifically including, without limitation, any liability, claim, loss, injury,

damage, or expense arising by reason of the death or injury of any person or persons, or any damage to any property, whether the property belongs to City or some other person or entity.

#### **8. Dangerous Activity/Condition.**

LESSEE ACKNOWLEDGES THAT HORSE, BULL, AND/OR OTHER ANIMAL RIDING ACTIVITIES OF ALL KIND ARE INHERENTLY DANGEROUS ACTIVITIES. CITY HAS NO OBLIGATION TO WARN LESSEE OR LESSEE'S GUESTS AND/OR INVITEES OF THE INHERENT DANGERS OF HORSEBACK RIDING AND/OR HANDLING/RIDING OF RODEO ANIMALS. Lessee acknowledges this point and further acknowledges that Beginning on April 1, 2017 (Year 2 of the Agreement), Lessee must educate the users of the leased premises of the inherent dangers of horseback riding and handling of horses, bulls, and other rodeo animals prior to such use of the leased premises by gaining a signed acknowledgement by the user where of age, or his or her guardian where underage, before any use of the leased premises. Lessee is further contractually bound to promptly repair any dangerous condition on the leased premises or adequately warn of the condition to any user such that the warning ensures the end user will be made fully aware of the dangerous condition. Where a warning is issued of a dangerous condition, Lessee shall promptly begin repair of the condition or cease use of the leased premises until such repair can be made to ensure its safe use and occupation. Failure to meet the above stated obligations is considered a breach of this agreement and negligence under California law.

#### **9. Insurance.**

Lessee shall, for each activity or event conducted by it or authorized by it to be conducted on the premises, at Lessee's own cost and expense, secure and maintain a broad form comprehensive coverage of public liability insurance issued by an insurance company acceptable to City and authorized to issue liability insurance in California insuring Lessee and City against loss or liability caused by or connected with the occupation and use of the leased premises and any activity conducted thereon in a combined coverage amount of at least one million dollars to cover death or injury to a person or persons and property damage. City shall be named as an additional insured on the policy and lessee shall provide City with a certificate of insurance verifying the required coverage within one week prior to any such scheduled activity or event. During the intervals between insured activities or events conducted on or authorized to be conducted on the premises by the Lessee, the City shall provide liability coverage for injuries or damage which may occur on the premises through its Northern California Self Insurance Fund. Any policy of insurance secured for an event must be of sufficient duration to capture all uses, including parking, offloading of animals, arena use, and loading, which can extend beyond the actual planned event.

**10. Clean and Sanitary Condition of Leased Premises.**

At all times during the term of this lease, or any extensions, Lessee shall maintain the leased premises and adjoining areas in a clean and sanitary condition. At the expiration of this lease or any extension thereof, Lessee shall vacate the leased premises and adjoining areas, and leave them in a clean and sanitary condition.

**11. No Assignment.**

Lessee shall not assign nor sublease its right or interest in this lease or the leased premises, or adjoining areas, without the prior written consent of City. Under no circumstance is City obligated to consent to any proposed assignment or sublease.

**12. Breach.**

If the Lessee shall breach or commit a default under the terms and conditions of this lease concerning any term or condition of this lease, City shall have the right to terminate the lease on 30 days written notice to the Lessee. Waiver of any breach or default by City shall not constitute a waiver of any future breach or default. Upon any breach, City shall have the right to pursue all available remedies and damages under California law.

IN WITNESS WHEREOF, this Agreement is executed at Corning, California on the date first above written.

CORNING JUNIOR RODEO ASSOCIATION,  
LESSEE

CITY OF CORNING,  
LESSOR

BY: \_\_\_\_\_

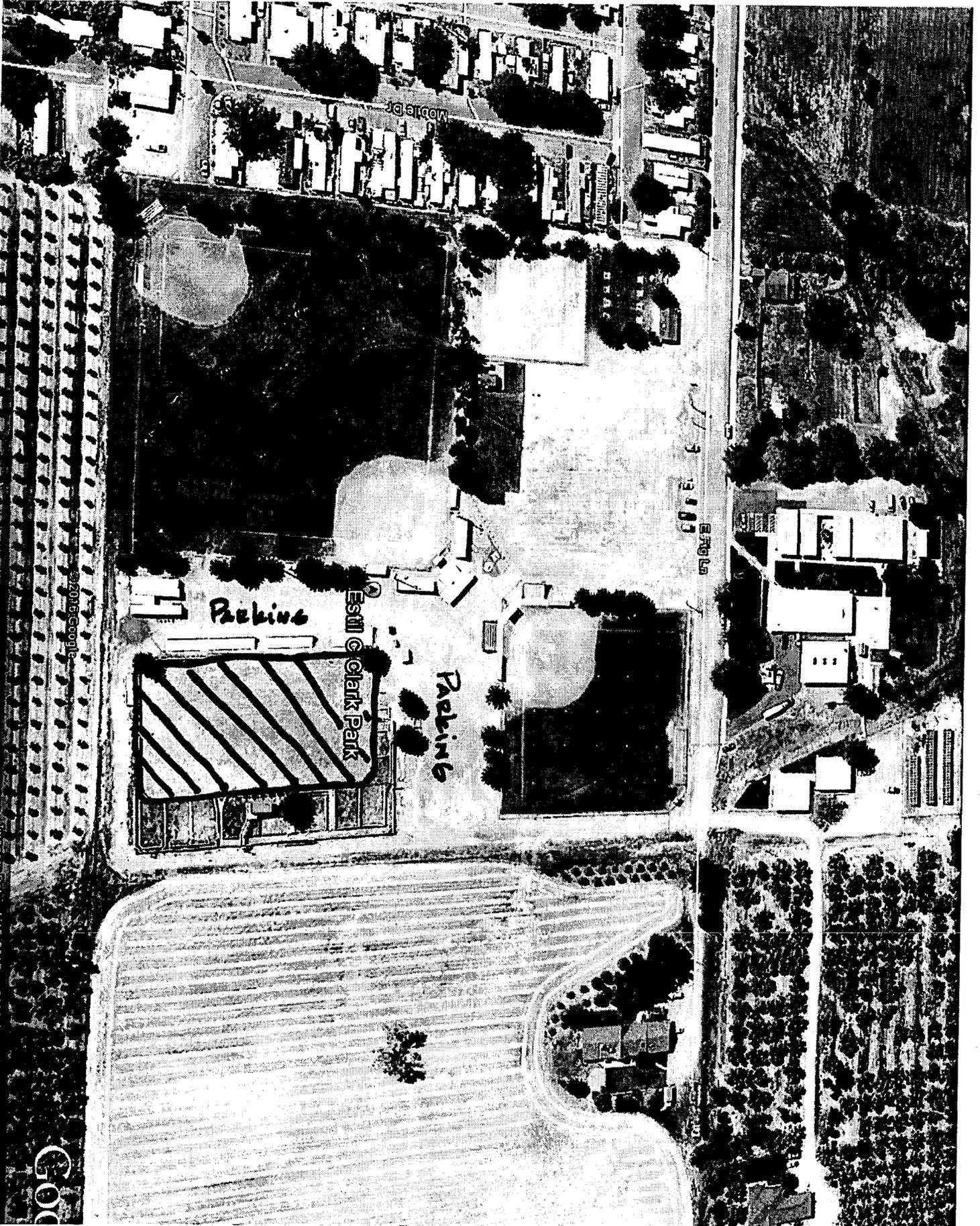
BY: \_\_\_\_\_  
GARY R. STRACK, MAYOR

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT "A" TO THE LEASE AGREEMENT MADE EFFECTIVE ON  
APRIL 1, 2016, BY AND BETWEEN THE CITY OF CORNING, AND THE  
CORNING JUNIOR RODEO ASSOCIATION.**

Aerial Image of Leased Premises



Imagery Date: 4/15/2015 30° 55' 11.49" N 122° 00' 56.30" W @ 1m



**CORNING JR. RODEO ASSOCIATION**

P.O. Box 133  
Corning, Ca. 96021  
530-824-3777

**RECEIVED**

**JAN 11 2016**

**CITY OF CORNING**

January 11, 2016

Public Works Director  
City of Corning  
Dawn Grine  
794 3<sup>rd</sup> St.  
Corning, Ca. 96021

Dear Dawn,

The Corning Jr. Rodeo Association is requesting to renew the lease of the horse arena located at Clark Park. The previous lease agreement was for a period of 5 year ending on March 31, 2016.

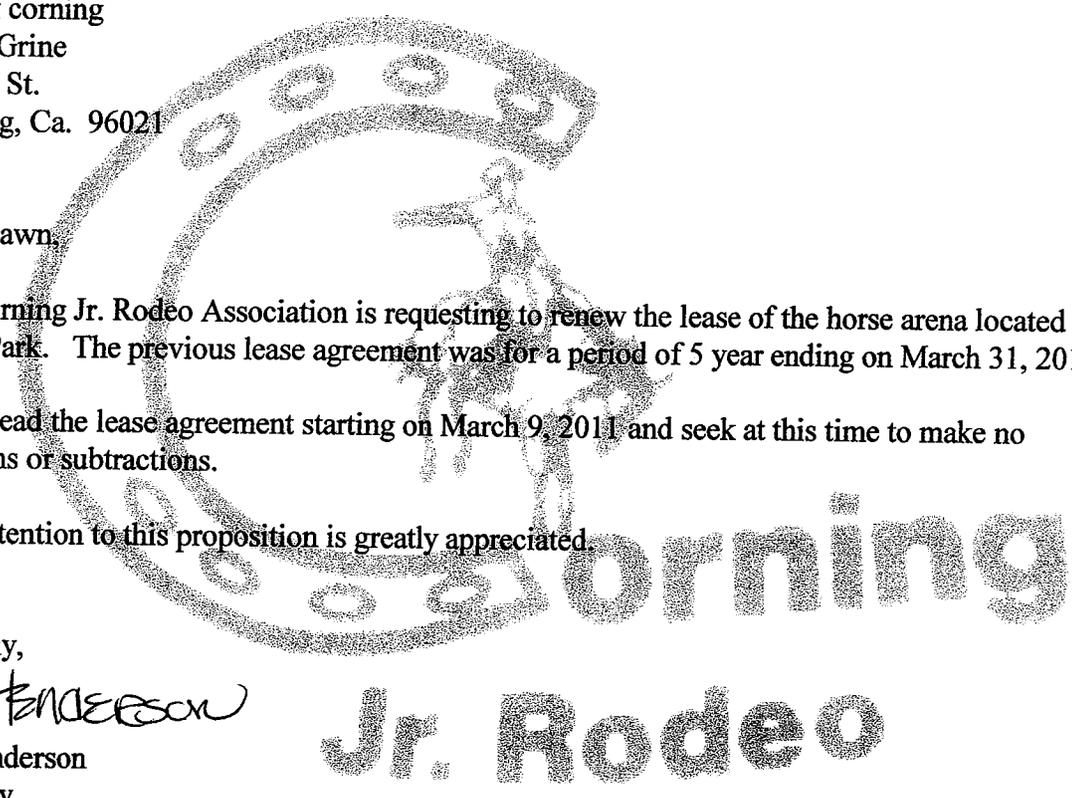
I have read the lease agreement starting on March 9, 2011 and seek at this time to make no additions or subtractions.

Your attention to this proposition is greatly appreciated.

Sincerely,



Sue Henderson  
Secretary  
Corning Jr. Rodeo Association



**ITEM NO.: G-17  
APPROVE CONSULTANT AGREEMENT  
WITH THOMAS H. PHELPS FOR  
LANDSCAPE ARCHITECT SERVICES FOR  
THE CORNING DOWNTOWN AREA  
ENHANCEMENT PROJECT**

**April 12, 2016**

**TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS  
OF THE CITY OF CORNING, CA**

**FROM: KRISTINA MILLER, CITY MANAGER  
DAWN GRINE, DIRECTOR OF PUBLIC WORKS** 

**SUMMARY:**

Staff recommends the City Council approve the attached Consultant Services Agreement with Landscape Architect Thomas H. Phelps. This is a project specific agreement for consultation and inspection services directly related to the Downtown Solano Streetscape Project.

The Landscape Architect Services are a reimbursable expense through the Statewide Transportation Improvement (STIP) Program which is providing the funding source for the Downtown Solano Street Streetscape Project.

**BACKGROUND:**

City Staff sought "Request for Qualifications" (RFQs) from six Landscape Architect firms and received two replies. Staff reviewed the responses and determined Thomas H. Phelps, Landscape Architect to be the most qualified.

Mr. Phelps is a Landscape Architect from the Chico area. The City previously contracted with Mr. Phelps to assist with landscape and irrigation plans for various projects in the City, most recently the Corning Community Park.

**STAFF RECOMMENDATION:**

**That the City Council:**

- 1. Approve Consultant Agreement with Thomas H. Phelps for Landscape Architect Services for the Corning Downtown Area Enhancement Project and,**
- 2. Authorize the City Manager to sign the Agreement.**

**LANDSCAPE ARCHITECT SERVICES CONTRACT**  
*City of Corning, California*

**ARTICLE I INTRODUCTION**

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Thomas H. Phelps, Landscape Architect

The Project Manager for the "CONSULTANT" will be Dawn Grine.

The name of the "LOCAL AGENCY" is as follows:

City of Corning, California.

The Contract Administrator for LOCAL AGENCY will be Dawn Grine, Director of Public Works for the City of Corning, California.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated March 18, 2016. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY and as permitted under applicable law. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II

### STATEMENT OF WORK

#### A. Consultant Services

CONSULTANT/landscape architect shall provide construction project consulting regarding the interpretation of the contract plans and specifications, contract change orders, contractor's progress pay estimates, construction inspections related to landscaping, irrigation systems and maintenance. Additionally, any work of Consultant/Engineer that is final upon written approval of LOCAL AGENCY shall remain incomplete until such approval is received by the qualifying LOCAL AGENCY representative.

#### B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

#### C. Documentation

CONSULTANT shall provide to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives

## ARTICLE III

### CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

## ARTICLE IV

### PERFORMANCE PERIOD

- A. This contract shall go into effect on April 13, 2016 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall run the duration of the Downtown Solano Street Streetscape Project construction and maintenance period unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

## ARTICLE V

### ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT'S Cost Proposal (Attachment "A"). The specified hourly rates shall include direct salary costs, employee benefits, overhead, profit, travel expenses, per diem, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. Reimbursement for transportation and subsistence costs will be included in the hourly rate agreed upon and will not be paid separately.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoice. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

*Dawn Grine*  
*Director of Public Works, City of Corning, CA*  
*794 Third Street*  
*Corning, California 96021*

## ARTICLE VI

### TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is the dollar amount representing the monies currently due to CONSULTANT for services performed and accepted under the Contract.

## ARTICLE VII

### FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE VIII**

##### **CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY'S Contract Administrator.
- C. There shall be no change in CONSULTANT'S Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY'S Contract Administrator.

#### **ARTICLE IX**

##### **DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

Where legally required, Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY'S consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

#### **ARTICLE X**

##### **COST PRINCIPLE**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

## ARTICLE XI

### CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## ARTICLE XII

### RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

If CONSULTANT is served with a subpoena for production of records generated or arising from the terms of the Agreement or work performed under this Agreement, CONSULTANT shall immediately provide a copy of the subpoena to the LOCAL AGENCY and thereafter assist in any appropriate action to properly respond to the Subpoena; however, nothing in this AGREEMENT shall obligate LOCAL AGENCY to file any formal or informal response to a subpoena served upon CONSULTANT unless it so determines.

## ARTICLE XIII

### DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

## ARTICLE XIV

### AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer and/or the City Manager.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer and/or City Manager of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. In any contract where CONSULTANT is to receive as compensation the sum \$150,000 or greater, CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## ARTICLE XV

### SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

## ARTICLE XVI

### INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## ARTICLE XVII

### SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. If applicable, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

### ARTICLE XVIII

#### INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence. Any of insurance herein is the responsibility of CONSULTANT.

Prior to CONSULTANT engaging in a scope of work that potentially and reasonably carry liability exposure at a sum over ten percent of the maximum limits of insurance obtained by CONSULTANT under the terms of this Agreement, CONSULTANT shall first advise LOCAL AGENCY of the potential for underinsurance prior to agreeing to the commencement of such work.

- B. The Certificate of Insurance will provide:
  - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY with an endorsement on the policy of insurance stating such.
  - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
  - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

## ARTICLE XIX

### OWNERSHIP OF DATA

- A. Upon completion of all work under this contract or termination, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## ARTICLE XX

### CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'S construction contractor relating to work performed by CONSULTANT'S personnel, and additional information or assistance from CONSULTANT'S personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

## ARTICLE XXI

### CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY'S operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information,

or disseminate the same on any other occasion unless directed by The LOCAL AGENCY or otherwise necessary for the performance of CONSULTANT'S work set forth in this Contract.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY'S actions on the same, except to LOCAL AGENCY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

## ARTICLE XXII

### NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT'S failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## ARTICLE XXIII

### STATEMENT OF COMPLIANCE

- A. CONSULTANT'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

## ARTICLE XXIV

### DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## ARTICLE XXV

### STATE PREVAILING WAGE RATES

- A. Where applicable, CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

## ARTICLE XXVI

### CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## ARTICLE XXVII

### REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### ARTICLE XXVIII

#### PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Where federal funding will exceed \$150,000 for the work performed by CONSULTANT, CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT 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 any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; 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.
  2. 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 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was 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 Section 1352, Title 31, US. Code. 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.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### ARTICLE XXIX

#### NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Thomas H. Phelps  
P.O. Box 8328  
Chico, CA 95926

LOCAL AGENCY:

City of Corning, California  
Dawn Grine, Director of Public Works  
794 Third Street  
Corning, California 96021

**ARTICLE XXX**

**CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXI**

**SIGNATURES**

Approved as to form:

\_\_\_\_\_  
City Attorney  
City of Corning

CITY OF CORNING:

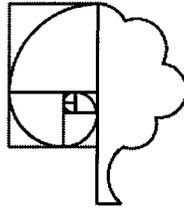
\_\_\_\_\_  
Kristina Miller  
City Manager

\_\_\_\_\_  
Date

CONSULTANT:

\_\_\_\_\_  
Thomas H. Phelps  
Landscape Architect, #4122

\_\_\_\_\_  
Date



Attachment  
"A"

**THOMAS H. PHELPS**  
LANDSCAPE ARCHITECTURE  
THPLA, INC.

## LANDSCAPE ARCHITECTURAL SERVICE PROPOSAL

March 18, 2016

For: Dawn M. Grine  
Director of Public Works  
City of Corning  
794 Third Street  
Corning, CA 96021

Re: Landscape Architect Consultant to provide services for the City of Corning Downtown Solano Street Streetscape Project

Dear Ms. Grine,

This proposal is to serve as a Letter of Agreement for the Landscape Architectural Services required providing Landscape Architect Consultant services for the **City of Corning Downtown Solano Street Streetscape Project**, located in Corning, California. Hereinafter, The City of Corning will be referred to as 'Owners', Thomas H. Phelps, **THOMAS H. PHELPS Landscape Architecture, THPLA INC.**, as 'Landscape Architect', and the **Downtown Solano Street Streetscape Project**, as 'Project'.

**BA Bid Period Services & Construction Administration**

1. Respond to technical questions regarding landscape work for the project during the bid period. Prepare addenda and supplemental instruction documents, interpret structural and specifications where required to clarify the intent of construction documents
2. Respond to contractor issued RFI's, and prepare supplemental instruction documents when required to meet existing job conditions.

**CA Construction Administration**

- Review shop drawings and submittal data for general compliance with structural documents
3. Provide periodic site visits during the course of construction;

P.O.BOX 8328  
Chico, California 95927-8328  
(530) 892-8897  
(530) 892-9588 fax

- a. The Landscape Architect shall accomplish the following inspections in concert with the Project Coordinator, and the Landscape Contractor. Call at least 48 hours in advance of the requested inspection:
  - i. (1) site visit for Pre-Landscape Construction Meeting with Contractor
  - ii. (4) site visits for Irrigation System Layout and Coverage Inspection, including:
    1. Review/approve amendments and ensure correct soil preparation
    2. Layout inspection or deviation from irrigation system as per plans.
    3. Installation inspection of main lines, laterals and non-pressure system trenches
    4. Irrigation Mainline and Lateral Pressure Check
  - iii. (2) site visits for plant inspection, including:
    1. Plant material quality
    2. Layout in conformance with Project plans/specifications
  - iv. (1) site visit for final Landscape Improvements Inspection for final walk/punch list

**A. Compensation**

As compensation for the satisfactory performance of the above services, the Owners agree to pay the Landscape Architect on a Time and Material Basis plus reimbursable expenses as per the attached rate schedule (Reference Agreement Letter Attachment). This fee is due and payable as follows:

**Time and Material Basis plus reimbursable Expenses will be billed on a monthly basis as per The City of Corning Standard Procedures.**

**B. Additional Services**

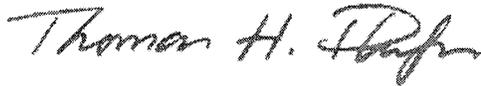
If, during the course of the Project, the Owners find it desirable or necessary, to cause the Landscape Architect to perform additional services, other than those itemized above, the payment for such additional work shall be in accordance to the hourly rate schedule below, and shall increase the not to exceed stated Fee by the actual cost of the time and expenses required to accomplish the additional service(s). The Landscape Architect is to notify Owners, in writing, prior to performing additional service(s).

*Downtown Solano Street Streetscape Project  
City of Corning  
Landscape Architecture Service Proposal  
March 18, 2016  
Page five (5)*

**C. Items / Services Furnished and Not Furnished by Landscape Architect**

1. Project Architect to provide Owners with all required Project Design Review Plans.
2. Site Landscape survey work, or any other required Civil Engineering Service **is not** a part of this Agreement.
3. Structural Engineering work **is not** a part of this Agreement.
4. Electrical Engineering **is not** part of this Agreement

**AGREED AND ACCEPTED:**



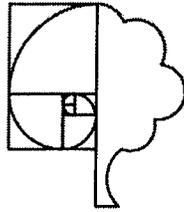
\_\_\_\_\_  
Thomas H. Phelps, ASLA  
Landscape Architect, #4122  
THOMAS H. PHELPS Landscape Architecture

By \_\_\_\_\_

Date \_\_\_\_\_

Landscape Architects are regulated by the State of California.  
Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at:  
Landscape Architects Technical Committee 400 R Street, Suite 4000 Sacramento, CA 95814 (916) 445-4954

P.O. BOX 8328  
Chico, California 95927-8328  
(530) 892-8897  
(530) 892-9588 fax



**THOMAS H. PHELPS**  
LANDSCAPE ARCHITECTUR

**Schedule of Rates:**

**PERSONNEL:**

Principal Landscape Architect	\$125.00 / Hour
Associate Landscape Architect	\$95.00 / Hour
Project Manager	\$75.00 / Hour
Landscape Designer	\$50.00 / Hour
Drafting Technician	\$50.00 / Hour
Clerical	\$45.00 / Hour

**REIMBURSABLE EXPENSES:**

Plotting	cost + 15%
Plotting, color	cost + 15%
Large format Xerox prints	cost + 15%
Printing, blueprinting, photocopies	cost + 15%
Color reproductions	cost + 15%
Soil fertility testing	cost + 15%
Photography	cost + 15%
Overnight mail	cost + 15%
Rental Car	cost + 15%

**NOTE:**

Rates subject to change without notice

Revised January 2015

P.O.BOX 8328  
Chico, California 95927-8328  
(530) 892-8897  
(530) 892-9588 fax

**ITEM NO.: G-18  
AUTHORIZE DIRECTOR OF PUBLIC  
WORKS TO SOLICIT BIDS TO  
FURNISH AND INSTALL A 60-HP  
PUMP & MOTOR AT THE  
BLACKBURN WELL AND ALL  
RELATED WORK**

**APRIL 12, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING**

**FROM: KRISTINA MILLER, CITY MANAGER  
DAWN GRINE, DIRECTOR OF PUBLIC WORKS** 

**SUMMARY:**

City Engineer Ed Anderson has prepared plans and specifications to seek proposals to perform maintenance and upgrades to the Blackburn water well.

The water well pump and motor mechanical bearings are currently being lubricated with a light hydraulic fluid. The amount of fluid resting on top of the cased groundwater is unknown and with current drought conditions Staff is concerned that the oil based lubricant could pollute the water system as water levels decrease.

In addition to the oil-to-water lubricant conversion the City will lower the "bowls" to a depth that would benefit the City water system should drought conditions continue.

Once completed the water well will have a new 60-horsepower water lubricated deep well pump, motor, column, shaft, bowls and screen.

Plans and Specifications are available at City Hall for review.

**FINANCIAL:**

The Engineer's Estimate for this project is \$60,000. Staff recommends funding from the Pump Improvement/Water Improvements Budget line 383-9168-7420.

**RECOMMENDATION:**

**That the Mayor and Council Authorize the Director of Public Works to solicit bids to furnish and install a 60-HP pump and motor at the Blackburn Well and all related work funded from Pump Improvement/Water Improvements Budget Line 383-9168-7420.**



**CONTRACT DOCUMENTS**

**FOR**

**FURNISHING AND INSTALLING A 60-HP PUMP AND MOTOR  
AT THE  
BLACKBURN WATER WELL  
AND ALL  
RELATED WORK**

**2016-4**

**April, 2016**

Prepared by:

Ed Anderson  
Consultant City Engineer  
P.O. Box 839  
Chico, CA 95927  
530-570-3996  
edanderson1936@gmail.com

SET NO.: \_\_\_\_\_

**ITEM NO.: J-19**  
**ADOPT RESOLUTION 04-12-2016-02 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING AN AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO.**

**April 12, 2016**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER** 

**BACKGROUND:**

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

Since 2011, the HERO Program has helped more than 50,000 property owners make more than \$1.2 billion in improvements to their homes which reduce energy and water consumption, saving homeowners over \$2.2 billion in estimated future utility costs and more than 3.1 billion gallons of water. Adopted in 379 California communities, more than 10,700 local jobs have been created as a result of HERO.

Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

**ANALYSIS:**

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

**The benefits to the property owner include:**

- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.

- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, without incurring prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

**The benefits to the City include:**

- Increase local jobs.
- An increase in housing prices (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- The City can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the City would require.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the California HERO Program.

**FISCAL AND STAFF IMPACTS:**

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

**RECOMMENDED ACTION:**

**ADOPT THE ATTACHED RESOLUTION 04-12-2016-02 AUTHORIZING THE CITY'S PARTICIPATION IN THE CALIFORNIA "HERO PROGRAM", WHICH WILL ENABLE PROPERTY OWNERS TO FINANCE PERMANENTLY FIXED RENEWABLE ENERGY, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON THEIR PROPERTIES.**

**RESOLUTION NO.: 04-12-2016-02**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, the City of Corning (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in financing such Improvements; and

**WHEREAS**, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Corning as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

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**I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 04-12-2016-01) was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 12<sup>th</sup> day of April, 2016 by the votes listed above.**

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**Lisa M. Linnet, City Clerk**

**EXHIBIT A**  
**AMENDMENT TO THE JOINT POWERS AGREEMENT**  
**ADDING CITY OF CORNING AS**  
**AN ASSOCIATE MEMBER OF THE**  
**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**  
**TO PERMIT THE PROVISION OF PROPERTY ASSESSED**  
**CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH**  
**CITY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the 12<sup>th</sup> day of April, 2016, by City of Corning ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

**RECITALS**

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program designated as the "California HERO Program" pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

**MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

## **A. JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

## **B. Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**6. Phased Implementation.** The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

### **C. Miscellaneous Provisions.**

**1. Withdrawal.** Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Notwithstanding the foregoing, City may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) days written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

**2. Mutual Indemnification and Liability.** Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

**3. Environmental Review.** Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

**4. Cooperative Effort.** City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

**5. Notice.** Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Corning  
794 Third Street  
Corning, CA 96021

**6. Entire Agreement.** This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

**7. Successors and Assigns.** This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

**8. Attorney's Fees.** If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

**9. Governing Law.** This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

**10. No Third Party Beneficiaries.** This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

**11. Severability.** In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

**12. Headings.** The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

**13. Amendment.** This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

**14. Effective Date.** This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**CITY OF CORNING**

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

ITEM NO.: J-20

**APPROVE AGREEMENT FOR  
SMARTGOV SaaS SOFTWARE AND  
ASSOCIATED DATA MIGRATION  
COSTS FOR THE BUILDING  
DEPARTMENT'S TRAK IT PROGRAM  
TO BE FUNDED IN THE 2016-2017  
CITY BUDGET; AND AUTHORIZE THE  
CITY MANAGER TO SIGN  
SOFTWARE AGREEMENT**

April 12, 2016

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER  
LISA M. LINNET, CITY MANAGER'S ADMIN. ASSIST. *LML***

**BACKGROUND:**

The City's Building Department has utilized a software program called TRAK IT for over 16 years to track all City Building Permits. TRAK IT produces reports and electronically stores information on every building permit issued. The data stored lists date permit was issued, inspected and approved; type of work done, contractor information, costs, etc.

Over the course of time, the maintenance contract for this program expired. Due to budget constraints, and with the assistance of Computer Logistics, (the City's contracted IT support) we have been able to continue to utilize this system without the necessary upgrades. We are now at a point that without the upgrades, program maintenance and associated licensing, the City is now at risk of losing this invaluable data and information tracking tool.

**FINANCIAL**

Under the terms of the proposed Agreement, SMARTGOV SaaS offers to provide the following services for a reduced cost of \$5,500 with an additional annual cost of \$3,500 due in July 18, 2017 to continue the service. The attached quote providing the promotional discount of \$15,600 is only valid until April 14<sup>th</sup> and will comprise the following core modules: permitting, planning, code enforcement, inspections, licensing, recurring inspections, cashing and GIS mapping. The service provided under this Agreement will consist of the following:

- |  |                    |                       |
|--|--------------------|-----------------------|
| <b>1. SMARTGOV SaaS (no public portal) – includes up to 5 Users: \$7,500.</b>  |                    |                       |
| Promotional Discount (-\$4,000)  | <b>Total Cost:</b> | <b>\$3,500</b>        |
| <b>2. SMART Connector – Parcel Connector: \$2,000.</b>   |                    |                       |
| Promotional Discount (-\$2,000)  | <b>Total Cost:</b> | <b>\$ 0</b>           |
| <b>3. Data Migration PTW in data migration only (60 Hours): \$9,600.</b>   |                    |                       |
| <b>Express Implementation &amp; Webinar Training: \$2,000</b>  |                    |                       |
| Promotional Discount (-\$9,600)  | <b>Total Cost:</b> | <b><u>\$2,000</u></b> |
| <b>Agreement cost to be paid in July 2016</b>  |                    | <b>\$5,500</b>        |
| <b>4. SMARTGov SaaS Subscription follow-on years: 100% of SMARTGOV SaaS year 2 total due at start date anniversary July 18, 2017: \$3,500.</b> |                    |                       |

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE:**

- **APPROVE AGREEMENT FOR SAAS SOFTWARE AND ASSOCIATED DATA MIGRATION COSTS FOR THE BUILDING DEPARTMENT'S TRAK IT PROGRAM TO BE FUNDED IN THE 2016-2017 CITY BUDGET; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE SOFTWARE AGREEMENT NOW TO LOCK IN THE PRICE FOR SERVICES.**

# SMARTGOV

# Sales Order

Paladin Data Systems Corporation  
 19362 Powder Hill Place NE  
 Poulsbo, WA 98370-8720  
 Ph: 1-800-532-8448 Fax: 360-779-2600

Date: 3-15-16 Valid Thru: 3-31-16 Order: 1701  
 Account Manager: Lauren Lomax  
 Email: llomax@paladindata.com

To: City of Corning  
 794 3rd Street  
 Corning, CA 96021

Ph: 530-824-7033 Fax: 530-824-2489  
 Contact Person: Kristina Miller, City Manager  
 Email: kmiller@corning.org

**Purpose of this Sales Order:**

City of Corning, CA, is purchasing a subscription for SMARTGov® Software as a Service (SaaS) which comprises the following core modules: permitting, planning, code enforcement, inspections, licensing, recurring inspections, cashing, and GIS mapping.

**Start date:** July 18, 2016

**SaaS Subscription Term:** 12 months from start date

Qty	Unit of Issue	Description	Unit Cost	Extended Price
<b>Fees for SMARTGov SaaS Subscription</b>				
<i>Sales Tax Not Included</i>				
5	Site	SMARTGOV® SaaS (no public portal) – includes up to 5 Users		\$7,500
			Promotional Discount**	[\$4,000]
<b>Subtotal for SMARTGov SaaS Subscription fees for year 1</b>				<b>\$3,500</b>
<b>Fees for SMARTConnectors-(Optional Additional Services)</b>				
1	Site	SMARTConnector - Parcel Connector	\$2,000	\$2,000
			Promotional Discount**	[\$2,000]
<b>Subtotal for SMARTConnectors</b>				<b>\$0</b>
<b>Fees for Professional Services and Expenses (Optional Additional Services)</b>				
60	Hour	Data Migration - PTWin data migration only	\$160	\$9,600
1	Express	Express Implementation and Webinar Training <i>Includes 10 hours of Implementation and 8 hours of webinar training</i>	\$2,000	\$2,000
			Promotional Discount**	[\$9,600]
<b>Subtotal for Professional Services and expenses</b>				<b>\$2,000</b>
<b>Total without sales tax</b>				<b>\$5,500</b>
<b>SMARTGov SaaS Subscription follow-on years</b>				<b>\$3,500</b>

\*\*Discount valid if sales order is signed and returned to Paladin on or before 3-31-16

**Schedule of Payments** ~ Sales tax not included in the below amounts. ~ Provide a copy of tax exempt certificate.

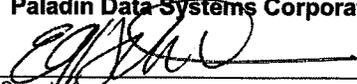
Invoiced July 18, 2016	\$5,500
100% of SMARTGov® SaaS year 2 total due at start date anniversary July 18, 2017.	\$3,500

This Paladin Data Systems Corporation Sales Order ("Sales Order") is entered into by City of Corning, CA ("You or Your") and Paladin Data Systems Corporation ("We, Us or Our" and, together with You, the "Parties" and each a "Party") as of the Sales Order Effective Date. By signing this Sales Order, You agree to the terms and conditions contained in this Sales Order and the Master SaaS and Professional Services Agreement, which is incorporated herein by this reference. This Sales Order is effective as of the last date set forth below (the "Sales Order Effective Date").

City of Corning, CA

Paladin Data Systems Corporation

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature  Date 3/15/2016

Print Name and Title \_\_\_\_\_

Print Name and Title Edward G. Hall VP

**Paladin Data Systems**

19362 Powder Hill Place NE  
 Poulsbo, WA 98370-8720  
 360-779-2400



<b>For:</b> City of Corning, CA (530) 824-7029	<b>Quoted By:</b> Lauren Lomax
<b>Contact:</b> Terry Hoofard <a href="mailto:thoofard@corning.org">thoofard@corning.org</a>	<b>Date:</b> 2/18/2016

**SMARTGov Sales Quote**

Quantity	Unit of Issue	Description	Unit Cost (USD)	Total
<b>Annual Subscription Cost (SaaS)</b>				<b>SaaS</b>
1	Site	SMARTGov Up to 5 Users	\$ 7,500	\$ 7,500
0	Site	SMARTGov Public Portal	\$ 2,250	\$ -
0	Site	SMARTGov Mobile Up to 5 Users	\$ 600	\$ -
PTWin2SG Promotion (PTWIN_Small_Jurisdiction)			Subtotal Annual Subscription	\$ 7,500
			Subscription Discount <sup>1</sup>	\$ (4,000)
			<b>Total Annual Subscription</b>	<b>\$ 3,500</b>

**OPTIONAL ONE TIME COSTS:**

**SMARTConnectors**

1	Site	Parcel Connector	\$ 2,000	\$ 2,000
0	Site	GIS Connector	\$ 3,000	\$ -
0	Site	Financial Connector	\$ 1,500	\$ -

**Professional Services**

60	Hours	PTWin Data Migration	\$ 160	\$ 9,600
1	Each	Express Implementation & Training	\$ 2,000	\$ 2,000
<i>Includes 10 Hours of Implementation &amp; 8 Hours of Web-Based Training</i>				

			Subtotal Services	\$ 13,600
PTWin2SG Promotion (ZERO_COST_DATA_MIGRATION)			Services Discount <sup>1</sup>	\$ (11,600)
			<b>Total Services</b>	<b>\$ 2,000</b>

Tax Rate:	0.00%	\$ -
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<sup>1</sup>This discounted price quote is valid through March 18, 2016

<b>Total Year 1</b>	<b>\$ 5,500</b>
<b>Follow-on Annual Subscription</b>	<b>\$ 3,500</b>

**Paladin Data Systems Corporation**  
**Master SaaS Subscription and Professional Services Agreement**

THIS MASTER SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES. BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SaaS SUBSCRIPTION OR THE PROFESSIONAL SERVICES.

You may not access the SaaS Subscription if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the SaaS Subscription for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on March 2016. It is effective between You and Us as of the date of Your acceptance of this Agreement and the Sales Order ("**Effective Date**").

**1. DEFINITIONS** IN addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.3. "**Non-SMARTGov Applications**" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the SaaS Subscription.
- 1.4. "**Party or Parties**" means either We, Us, or Our, as well as You or Your individually or collectively.
- 1.5. "**Professional Services**" means the labor or time and materials work that You or Your Affiliates purchase under a Sales Order.
- 1.6. "**SaaS Subscription**" means the software as a service ("**SaaS**") products ordered by You on a Sales Order and made available by Us online via the customer login link and/or other web pages designated by Us, including associated offline components, as described in the User Guide. SaaS Subscription excludes Non-SMARTGov Applications.
- 1.7. "**Sales Order**" means the documents for placing orders, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements. By entering into a Sales Order, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party. Sales Orders will be deemed incorporated herein by reference.
- 1.8. "**Third Party**" means any entity or individual other than We, Us, or Our, as well as You or Your.
- 1.9. "**User Guide**" means the online user guide for the SaaS Subscription, accessible via login, as updated from time to time.
- 1.10. "**Users**" means individuals who are authorized by You to use the SaaS Subscription, for whom subscriptions have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to Your employees, consultants, contractors and agents, and any Third Party with which You transact business.
- 1.11. "**We,**" "**Us**" or "**Our**" means Paladin Data Systems Corporation described in Section 14.1 (Contracting Seller, Notices, Governing Law and Jurisdiction).
- 1.12. "**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.
- 1.13. "**Your Data**" means all electronic data or information owned by Your company or other legal entity and submitted by You to the SaaS Subscription.

**Paladin Data Systems Corporation**  
**Master SaaS Subscription and Professional Services Agreement**

**2. SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES**

2.1. **Provision of SaaS Subscription.** We will make the SaaS Subscription available to You pursuant to this Agreement and the relevant Sales Order during a subscription term. You agree that Your purchases are not contingent on the delivery of any future functionality or features, and not dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **User Subscriptions.** Unless otherwise specified in the Sales Order, (i) SaaS Subscription are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions will terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the SaaS Subscription.

2.3. **Provision of Professional Services.** We will provide to You the Professional Services specified on the Sales Order. The Professional Services are cost estimates based on time and materials work for Your budgeting and Our resource scheduling purposes. If the estimate is exceeded, We will continue to provide the Professional Services on a time and materials basis if a statement of work or purchase order for continuation of the Professional Services is signed by the Parties.

**3. USE OF THE SaaS SUBSCRIPTION**

3.1. **Our Responsibilities.** We will: (i) provide Our basic support for the SaaS Subscription to You at no additional charge (ii) use commercially reasonable efforts to make the SaaS Subscription available and (iii) We will provide You access to Your Data via a database extract process that enables You to execute and download a current copy of Your Data on demand.

3.2. **Your Responsibilities.** You will (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and notify Us promptly of any such unauthorized access or use, and (iv) use the SaaS Subscription only in accordance with the User Guide and applicable laws and government regulations, (v) validate for correctness all output and reports and (vi) have sole responsibility for downloading and storing back-up files, (vii) You will NOT (a) make the SaaS Subscription available to anyone other than Users, (b) sell, resell, rent or lease the SaaS Subscription to any Third Party, (c) use the SaaS Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights, (d) use the SaaS Subscription to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SaaS Subscription or Third Party data contained therein, or (f) attempt to gain unauthorized access to the SaaS Subscription or their related systems or networks.

**4. NON-SMARTGov PROVIDERS**

4.1. **Acquisition of Non-SMARTGov Products.** We or a Third Party may from time to time make available to You, Third Party products or services, including but not limited to Non-SMARTGov Applications and implementation, customization and other consulting services. Any acquisition by You of Non-SMARTGov products or services, and any exchange of data between You and any Non-SMARTGov provider, is solely between You and the applicable Non-SMARTGov provider. We do not warrant or support Non-SMARTGov products or services, except as specified in a Sales Order. Subject to Section 4.3 (Integration with Non-SMARTGov Applications), purchase of Non-SMARTGov products is not required to use the SaaS Subscription except for a supported computing device, operating system, web browser and Internet connection.

4.2. **Non-SMARTGov Applications and Your Data.** If You install or enable Non-SMARTGov Applications for use with SaaS Subscription, You acknowledge that We may allow providers of those Non-SMARTGov Applications to access Your Data as required for the interoperation of such Non-SMARTGov Applications with the SaaS Subscription. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-SMARTGov Application providers. The SaaS Subscription will allow You to restrict such access by restricting Users from installing or enabling such Non-SMARTGov Applications for use with the SaaS Subscription.

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4.3. **Integration with Non-SMARTGov Applications.** The SaaS Subscription may contain features designed to operate with Non-SMARTGov Applications. To use such features, You may be required to obtain access to such Non-SMARTGov Applications from their providers. If the provider of any Non-SMARTGov Application ceases to make the Non-SMARTGov Application available for operation with the corresponding SaaS Subscription features on reasonable terms, We may cease providing such SaaS Subscription features without entitling You to any refund, credit, or other compensation.

## 5. FEES AND PAYMENT

5.1. **Fees.** You will pay all fees specified in all Sales Orders. Except as otherwise specified herein or in a Sales Order, (i) fees are based on SaaS Subscription and/or Professional Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the subscription term stated on the Sales Order. User subscription fees are based on annual periods that begin on the subscription start date and each annual anniversary; therefore, fees for User subscriptions added in the middle of an annual period will be charged a prorated amount for the remaining subscription term.

(a) If We determine, based on electronic monitoring of Your User subscriptions, the actual number of User subscriptions exceeds the number licensed on a Sales Order, We reserve the right to amend the Sales Order for successive Renewal Terms to increase the number of User subscriptions and the fees.

(b) Professional Service fees do not include travel, lodging or other expenses incurred by Us unless specified on the Sales Order. You will reimburse Us for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the services rendered by Us to You.

5.2. **Invoicing and Payment.** We will invoice You in advance for SaaS Subscription in accordance with the relevant Sales Order. We will invoice You monthly for Professional Services in accordance with the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced charges are due net 30 days from the invoice date.

5.3. **Overdue Payments.** If any payments are not received by the due date, then at Our discretion, (a) such overdue payments may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. **Suspension of SaaS Subscription or Professional Services.** If any amount owing by You under any agreement is 30 days' overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Our SaaS Subscription or Professional Services to You until such amounts are paid in full.

5.5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Payments) or 5.4 (Suspension of SaaS Subscription or Professional Services) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights in SaaS Subscription.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the SaaS Subscription, including all related intellectual property and trademark rights. No rights are granted to You other than as expressly set forth herein.

6.2. **Restrictions.** You will not (i) permit any Third Party to access the SaaS Subscription except as permitted herein or in a Sales Order, (ii) create derivative works based on the SaaS Subscription, (iii) copy, frame or mirror any part or content of the SaaS Subscription, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer, decompile or

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otherwise attempt to derive source code, or (v) access the SaaS Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the SaaS Subscription.

6.3. **Ownership.** We retain sole and exclusive ownership of, and all right, title and interest in and to the SaaS Subscription, the documentation User Guide, any modifications and all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Us (whether alone, or jointly with You) in the performance of this Agreement.

6.4. **Your Applications and Code.** If You, a Third Party acting on Your behalf, or a User creates applications or program code using the SaaS Subscription, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the SaaS Subscription in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.5. **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You grant to Us a non-exclusive license to use Your Data for the purposes of performing Our obligations under this Agreement.

6.6. **Our Protection of Your Data.** We receive no ownership rights in Your Data. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We will not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at Your request in connection with customer support matters.

6.7. **Report Writer Software.** You acknowledge the SaaS Subscription Service utilizes ad hoc report writer software ("Ad Hoc") under a license granted to Us by a Third Party, which licenses Us the right to sublicense the use of the Ad Hoc as part of the Service to You. Such sublicense is nonexclusive and solely for Your internal use and You may not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. You further acknowledge the Ad Hoc licensing Third Party retains all right, title, and interest to the Ad Hoc and all documentation related to the Ad Hoc. All confidential or proprietary information of Ad Hoc licensing Third Party is Confidential Information under the terms of this Agreement.

## 7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** "Confidential Information" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include, but not be limited to Your Data; Our Confidential Information will include, but not be limited to the SaaS Subscription; and Confidential Information of each Party will include the terms and conditions of this Agreement and all Sales Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party (i) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither party will disclose the terms of this Agreement or any Sales Order to any Third Party other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.

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7.3. **Compelled Disclosure.** If the Receiving Party is required to disclose any Confidential Information of the other by law, regulation or governmental authority, the Receiving Party will provide reasonable notice to Disclosing Party of such required disclosure and reasonably cooperate with the Disclosing Party in preventing or limiting such disclosure, or obtaining an appropriate protective order or other remedy. If a protective order or other remedy is not obtained, then the Receiving Party may disclose such Confidential Information as necessary for compliance with the applicable law, regulation or governmental authority. Notwithstanding such disclosure, such information will remain Confidential Information and subject to the requirements of this Section.

**8. WARRANTIES AND DISCLAIMERS FOR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES**

8.1. **Our Warranties for SaaS Subscription.** We warrant that (i) We have the legal power to enter into this Agreement, (ii) the SaaS Subscription will perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non-SMARTGov Applications), the functionality of the SaaS Subscription will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the SaaS Subscription and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy will be as provided in Section 13.4 (Termination for Cause) and Section 13.6 (Refund or Payment upon Termination) below.

8.2. **Our Warranties for Professional Services.** We warrant the Professional Services will be performed consistent with generally accepted industry standards.

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**9. LIMITATION ON WARRANTIES FOR PROFESSIONAL SERVICES**

YOU MUST REPORT ANY DEFICIENCIES IN THE PROFESSIONAL SERVICES TO US IN WRITING WITHIN THIRTY (30) DAYS OF COMPLETION OF THE PROFESSIONAL SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. EXCLUSIVE REMEDY FOR PROFESSIONAL SERVICES**

For any breach of the above warranty, Your exclusive remedy, and Our entire liability, will be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You will be entitled to recover the fees paid to Us for the deficient services. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS OR OTHER ECONOMIC DAMAGES.

**11. LIMITATION OF LIABILITY**

11.1. **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU. THE FOREGOING WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

11.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**12. TERM AND TERMINATION FOR PROFESSIONAL SERVICES**

Professional Services will commence on the date specified on the Sales Order. Either Party may terminate Professional Services any time by providing the other Party with at least 14 days written notice. Any Professional Services outstanding at the time of termination will continue to be covered by this Agreement as if it had not been terminated.

**13. TERM AND TERMINATION FOR SaaS SUBSCRIPTION**

**13.1. Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions have expired or been terminated.

**13.2. Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Sales Order and continue for the subscription term specified. Except as otherwise specified in the applicable Sales Order, all User subscriptions will automatically renew for additional periods equal to the expiring one year subscription term, unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The pricing during any such renewal term will be the same as the prior term unless We have given You written notice of a pricing increase at least 180 days before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

**13.3. Stop in SaaS Subscription.** Upon 180 days' prior written notice, We may terminate provision of the SaaS Subscription as a hosted offering. We will export and return Your Data to You via digital media at Our expense. We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of stop in SaaS Subscription.

**13.4. Termination for Cause.** A Party may terminate this Agreement for cause: (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, We may terminate this Agreement if You fail to make any payment due hereunder within 30 days after receiving written notice from Us that such payment is delinquent.

**13.5. Effect of Termination.** Upon termination for any reason, (a) all licenses granted will automatically and immediately terminate, and We may immediately disable and discontinue Your access to and use of the SaaS Subscription without further notice to You, (b) You will promptly return to Us all Documentation and all information and materials that You have acquired pertaining to the SaaS Subscription and any other Confidential Information of Ours and (c) within 30 days of the effective date of such termination, We will export all Your Data then-stored in the Service and ship the information to You in a digital format.

**13.6. Refund or Payment upon Termination.** Upon any termination by You for cause, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Us for cause, You will pay any unpaid fees covering the remainder of the term of all Sales Orders after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**13.7. Return of Your Data.** Within 30 days after the effective date of termination of SaaS Subscription and upon request by You, We will make available to You for download a file of Your Data. After such 30-day period, We will have no obligation to maintain or provide any of Your Data and will thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

**13.8. Surviving Provisions.** Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 11 (Limitation of Liability), 13.6 (Refund or Payment upon Termination), 13.7 (Return of Your Data), 14 (Contracting Seller, Notices, Governing Law and Jurisdiction) and 15 (General Provisions) will survive any termination or expiration of this Agreement.

**14. CONTRACTINGSELLER, NOTICES, GOVERNING LAW AND JURISDICTION**

**14.1. Seller:** Paladin Data Systems Corporation, a Washington corporation.

**14.2. Address notices to:** 19362 Powder Hill Pl. NW, Poulsbo, WA 98370, Attn: Contracts

**14.3. Governing law:** Washington and controlling United States federal law

**14.4. Exclusive court jurisdiction:** Kitsap County, Washington

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14.5. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant SaaS Subscription system administrator designated by You.

14.6. **Agreement to Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14.7. **Waiver of Jury Trial.** Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

## **15. GENERAL PROVISIONS**

15.1. **Amendment; No Waiver.** Except as otherwise expressly provided herein, this Agreement may not be amended or modified and the observance of any provision of this Agreement may not be waived except with the written consent of the Parties. No failure by either Party to enforce any rights hereunder will constitute a waiver of such right then or in the future or any other right or remedy hereunder. To the extent the terms and conditions of any Exhibit, attachment, purchase order, invoice, proposal or response to request for proposal, conflict with or are inconsistent with this Agreement, the terms and conditions of this Agreement will control and no such conflicting terms will be deemed as a waiver or amendment of this Agreement.

15.2. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

15.3. **Assignment; Binding Effect.** This Agreement may not be transferred or assigned by either Party without the express written consent of the other, which will not be unreasonably withheld or delayed, except that either Party may, without the consent of the other Party, assign this Agreement in its entirety to a parent, subsidiary or affiliate of such Party or an acquirer of more than 50% of the assigning Party's outstanding voting capital stock or to a purchaser of all or substantially all of the assigning Party's assets. Notwithstanding the foregoing or any other provision of this Agreement, You may not assign, sublicense, delegate or transfer this Agreement or any of its rights or obligations under this Agreement to any competitor of Ours. Any purported transfer or assignment in contravention of this Section will be null and void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.4. **Basis of Bargain.** The Parties acknowledge that they have entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability and damages as set forth in this Agreement, and that such provisions form an essential basis of the bargain between the Parties and do not cause this Agreement, or the remedies available hereunder, to fail of its or their essential purpose.

15.5. **Counterparts.** This Agreement may be executed in any number of English language counterparts or duplicate originals, and each such counterpart or duplicate original will constitute an original instrument, but all such separate counterparts or duplicate originals will constitute one and the same instrument.

15.6. **Entire Agreement.** This Agreement, including the Exhibits attached, constitutes the entire Agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.

15.7. **Export Compliance.** The SaaS Subscription, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You will not permit Users to access or use SaaS Subscription in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.8. **Force Majeure.** Except with respect to payment obligations, neither Party will be liable for any failure of performance or equipment due to causes beyond such Party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or

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request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

15.9. **Headings and Interpretation.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. The words "include," "includes," and "including" when used in this Agreement will be treated in each case as followed by the words "without limitation."

15.10. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

15.12. **Insurance and Risk of Loss.** You bear all responsibility for damages to Your equipment and facilities.

ITEM NO.: J-21

**RESOLUTION 04-12-2016-03: A RESOLUTION  
ADOPTING THE CITY OF CORNING BICYCLE AND  
PEDESTRIAN TRANSPORTATION IMPROVEMENT  
PLAN.**

APRIL 12, 2016

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER  
DAWN GRINE, PUBLIC WORKS DIRECTOR  
JOHN STOUFER, PLANNING CONSULTANT**



**SUMMARY:**

The City was awarded a grant from the California Department of Transportation (Caltrans) through the Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grants Programs for the preparation of a Bike and Pedestrian Transportation Improvement Plan. The goal of the plan is the adoption, initiation, and programming of transportation improvements that will assist in advancing the city's effort to improve bike and pedestrian safety, design a "wayfinding" signage system, and reduce greenhouse gas emissions.

**BACKGROUND:**

The grant amount awarded to the City from Caltrans was \$150,000 and required the City to provide a 10% match of \$15,000 which was staff time incurred during the preparation of the plan. Pursuant to Caltrans procurement requirements staff prepared a Request for Proposal (RFP) for the preparation of the plan as detailed in the scope of services submitted with the grant application. Echelon Transportation Group (Echelon) from Sacramento was selected to prepare the plan.

The Corning Bicycle and Pedestrian Improvement Plan resulted from a dedicated effort by community members, key stakeholders, and staff from the City who worked with a multidisciplinary consultant team to articulate a vision that will create mobility, economic development and increased active transportation activity, and guide future transportation infrastructure in the City of Corning and surrounding community.

**RECOMMENDATION:**

**MOVE TO ADOPT RESOLUTION 04-12-2016-03, THE RESOLUTION ADOPTING THE CITY OF CORNING BICYCLE AND PEDESTRIAN TRANSPORTATION IMPROVEMENT PLAN.**

**ATTACHMENTS:**

Resolution 04-12-2016-03

Copy of the Corning Bicycle and Pedestrian Transportation Improvement Plan

**RESOLUTION NO.: 04-12-2016-03**

**A RESOLUTION ADOPTING THE CITY OF CORNING BICYCLE AND PEDESTRIAN  
TRANSPORTATION IMPROVEMENT PLAN**

**WHEREAS:** The Complete Streets Act of 2008 (California Assembly Bill 1358) recognizes the need for local agencies to plan for robust, multimodal transportation networks that meet the needs of all users including motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, and users of public transportation; and

**WHEREAS:** The goal of the Complete Street Act is to shift the State's mode share from single passenger cars to more active forms of transportation including public transit, bicycling, and walking with the intent to decrease vehicle miles traveled, reduce greenhouse gas emissions, and improve public health; and

**WHEREAS:** The City was awarded a grant from the California Department of Transportation (Caltrans) through the Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grants Programs for the preparation of a Bike and Pedestrian Transportation Improvement Plan.

**WHEREAS:** The goal of the plan is the adoption, initiation, and programming of transportation improvements that will assist in advancing the city's effort to improve bike and pedestrian safety, design a "wayfinding" signage system, and reduce greenhouse gas emissions.

**WHEREAS:** The Corning Bicycle and Pedestrian Improvement Plan resulted from a dedicated effort by community members, key stakeholders, and staff from the City who worked with a multidisciplinary consultant team to articulate a vision that will create mobility, economic development and increased active transportation activity, and guide future transportation infrastructure in the City of Corning and surrounding community.

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**NOW THEREFORE BE IT RESOLVED THAT** The Corning City Council adopts the City of Corning Bicycle and Pedestrian Transportation Improvement Plan and endorses its use as a guide for future transportation improvements within the City.

**RESOLUTION 04-12-2016-03 WAS PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF APRIL 2016, BY THE FOLLOWING VOTE:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Mayor Gary R. Stack**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

**I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 12<sup>th</sup> day of April, 2016 by the votes listed above.**

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**Lisa M. Linnet, City Clerk**

**ITEM NO: J-22  
RESOLUTION 04-12-2016-04 AMENDING  
THE CITY'S ADMINISTRATIVE POLICY OF  
COLLECTING A UTILITY FEE/DEPOSIT  
FOR UTILITY BILLING**

**April 12, 2016**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER** 

**SUMMARY:**

On February 18, 2005 the City Council, through Resolution No. 02-08-05-01, adopted its Policy for the administration of utility billing allowing for fee/deposits of applicants seeking water services. The California Public Utilities Code prohibits the City from collecting a utility deposit on an applicant who owns the property to which utilities will be received, unless such decision is based solely on the creditworthiness of the applicant as determined by the City. The State Code allows the City to collect a utility deposit from a tenant applicant. Resolution 04-12-2016-04 amends Resolution 02-08-05-01 as pertaining to fees/deposits for water services as follows:

Utility Service Received by Owner of the Property to Receive the Utility Service:

- 1) A New Customer owner may be charged a New Customer Fee/Deposit where the City determines that the applicant's creditworthiness reasonably requires the payment of the New Customer Fee/Deposit. Creditworthiness of the New Customer owner is determined as follows:

A new residential applicant will be determined to meet the City's creditworthiness policy and, thus, be relieved from posting a security deposit.

If during the receipt of water service, the New Customer owner has become delinquent in payment of any monthly charge for water service and water services are shut off, City may thereafter charge a Fee/Deposit of \$50.00 to owner payable prior to reconnection. The City deems failure to pay a water service bill before it is made delinquent as an act demonstrative of a lack of creditworthiness. Said deposit will be refunded upon 12 months of on time payments being received without customer receiving a delinquent notice. In the event said deposit remains at the time service is terminated by the customer, the deposit will be applied to the final bill and any balance will then be refunded.

- 2) The New Customer Fee/Deposit is transferable to a new residence or business when a customer moves.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE RESOLUTION NO. 04-12-2016-04, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING AMENDING THE CITY'S ADMINISTRATIVE POLICY OF COLLECTING A UTILITY FEE/DEPOSIT FOR UTILITY BILLING**

**RESOLUTION NO. 04-12-2016-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
AMENDING THE CITY'S ADMINISTRATIVE POLICY OF COLLECTING A UTILITY  
FEE/DEPOSIT FOR UTILITY BILLING**

**WHEREAS**, the City Council has thoroughly reviewed the billing practices of the City of Corning and taken public input and;

**WHEREAS**, the City Council, through Resolution No. 02-08-05-01, adopted its policy for the administration of utility billing, and;

**WHEREAS**, the City Manager and City Staff are charged with the responsibility of administering the utility system, which includes Water Service, Sewer Service and Residential Refuse billing. Included in Resolution No. 02-08-05-01 particular policies and practices were expressed for fee/deposits of applicants seeking water services, and;

**WHEREAS**, the California Public Utilities Code prohibits the City from collecting a utility deposit on an applicant who owns the property to which utilities will be received (Cal. Public Utilities Code, Section 10009.6), unless such decision is based solely upon the creditworthiness of the applicant as determined by the City. However, the State Code allows the City to collect a utility deposit from a tenant applicant, i.e. non-owner of the property receiving the utility service.

**WHEREAS**, the City Manager has the responsibility to establish administrative practices and policies to carry out the policy of the City Council and the applicable State law pertaining to utility deposits, and hereby intends to amend its administrative policies and practices of Resolution No. 02-08-05-01 as expressly set forth herein.

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**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Corning does hereby amend Resolution No. 02-08-05-01 as pertaining to fees/deposits collected for water services offered under Corning Municipal Code, Section 13.08 et. seq. as set forth below.

The City's Administrative Policy for utility billing adopted by Resolution no. 02-08-05-01 is hereby amended as follows:

**ESTABLISHING UTILITY SERVICE**

**A. Utility Service Received by Tenant (non-owner of the property to receive the utility service):**

- 1) New Customer tenant must complete the application form, provided by the Finance Department and pay a "New Customer Fee/Deposit" of \$50, which will be applied to final bill and any balance will then be refunded when service is terminated by the customer.
- 2) The New Customer Fee/Deposit is transferable to a new residence or business when a customer moves: If there is no balance remaining on bill.

**B. Utility Service Received by Owner of the Property to Receive the Utility Service:**

- 1) A New Customer owner may be charged a New Customer Fee/Deposit where the City determines that the applicant's creditworthiness reasonably requires the payment of the New Customer Fee/Deposit. Creditworthiness of the New Customer owner is determined as follows:

A new residential applicant will be determined to meet the City's creditworthiness policy and, thus, be relieved from posting a security deposit.

If during the receipt of water service, the New Customer owner has become delinquent in payment of any monthly charge for water service and water services are shut off, City may thereafter charge a Fee/Deposit of \$50.00 to owner payable prior to reconnection.

The City deems failure to pay a water service bill before it is made delinquent as an act demonstrative of a lack of creditworthiness. Said deposit will be refunded upon 12 months of on time payments being received without customer receiving a delinquent notice. In the event, said deposit remains at the time service is terminated by the customer, the deposit will be applied to the final bill and any balance will then be refunded.

- 2) The New Customer Fee/Deposit is transferable to a new residence or business when a customer moves.

**PASSED AND ADOPTED** by the City Council of the City of Corning at a duly held regular meeting on the 12th of April 2016, by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

**ATTEST:**

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**Gary R. Strack, Mayor**

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**Lisa M. Linnet, City Clerk**

**ITEM NO: J-23**  
**DIRECTION TO STAFF REGARDING A**  
**NOISE ORDINANCE**

**APRIL 12, 2016**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER**

**SUMMARY:**

I received a written noise complaint from City resident, Cecil Jones, dated March 28, 2016 (attached). Mr. Jones is largely concerned about loud music originating from vehicles nearby to his home. In discussions with a few other City residents the problem appears to be common city-wide both from vehicles and residences. The Corning Police Department currently enforce California Penal Code Section 415(2) and the California Vehicle Code Section 27007 (attached). The City Municipal Code currently does not regulate noise to adequately address quiet hours.

**BACKGROUND:**

As stated above, I received a written noise complaint from City resident, Cecil Jones. I directed Police Chief Jeremiah Fears to follow-up with Mr. Jones. Chief Fears discussed California Penal Code Section 415(2) and the California Vehicle Code Section 27007 with Mr. Jones. Mr. Jones agreed to call the Corning Police Department when there is a noise issue. He understands to issue a citation under Penal Code Section 415(2) the complainant must sign the citation. Mr. Fears also directed his staff to increase patrol of the area of concern.

In discussing the complaint with other residents, it has come to my attention there is a city-wide noise issue both from vehicles and residences. The Corning Municipal Code currently does not regulate noise to adequately address quiet hours.

**RECOMMENDATION:**

**MAYOR AND COUNCIL MEMBERS DIRECT THE CITY MANAGER AND CITY ATTORNEY TO RESEARCH NOISE ORDINANCES ADOPTED IN OTHER COMMUNITIES AND DRAFT A NOISE ORDINANCE FOR COUNCIL CONSIDERATION.**

Cecil Jones  
1417 North St.  
Corning, Ca. 96021

March 28, 2016

Kristina Miller, Mayor Strack and all members of Corning City Council

Ref: Quiet Enjoyment Ordinance

I respectfully request that the City of Corning and it's city council consider enacting a quiet enjoyment ordinance to protect the rights of citizens to the quiet enjoyment of their homes.

After paying taxes on a Corning home for more than 35 years, living in Corning off and on from 1963 and settling here with my parent's in 1968, it's hard to see how far Corning has gone downhill. For many years Corning was like "Mayberry".

During the Mayberry years, if your car was too loud you were told to muffle it. If your tires were wider than the body of your automobile you had to put on mudflaps for other driver's safety. If your windows had too dark a tint you had to remove it or quit driving the car. The speed limit was 25 MPH and if you ignored it you were ticketed. You were expected to follow the laws and respect the others around you.

There's no need for any of that in the new Corning. It seems laws are just suggestions and respect is an antiquated idea. For instance the helmet requirement for kids on bikes. I remember it being enacted and enforced for a short time but ignored by all soon after. That lack of enforcement breeds contempt and a lack of respect for authority in children and their parent's.

Today I am asking that the Corning City Council research and consider an ordinance to restore and protect the quiet, peaceful environment we all once enjoyed. The proliferation of huge amplifiers and bass speakers in cars and pickups around town is unacceptable. Years ago police officers wouldn't have permitted them to invade the homes of citizens with their rumbling that shakes your walls. You can hear them coming for blocks, feel the base inside your home and just pray they don't park in front of your neighbor's house and leave the stereo blasting. If you approach them you'll be laughed at and told, "Call the cops, there's nothing you can do." Utilizing the ordinances in place this is apparently true.

This same invasion goes on everyday in apartments and condo's throughout the city. People pay their rent, landlords pay city taxes and the tenants are not able to enjoy their homes in peace because they are subject to the whims of disrespectful neighbors blasting their stereos during the day, because, "there is nothing you can do." People willing to do this are not adding to the quality of life in Corning and their rights should not be prioritized above those trying to work a night shift, raise children, or just quietly enjoy their home. Not everyone can "just move" to escape this aggression.

I think most of us depend on our police officers to "keep the peace" but without the proper tools and support, this is not possible. Technology has evolved and decibel meters are now available as a phone app. Decibel meters coupled with a strong "quiet enjoyment" ordinance would go a long way in restoring peace to Corning,

While I understand the stress imposed on City Fathers maintaining a city in today's trying economic times must be overwhelming, I ask that you take time to consider the stress of people just trying to live

their lives here in peace. If I can hear and feel, your stereo inside my home, it's too loud and I shouldn't have to wait until 10 p.m. to complain. If I'm at a stoplight and your stereo is blasting to the point I couldn't hear a siren, that's wrong, and the law abiding citizens and taxpayers of Corning are depending on you and our police officers to put an end to this rampant disrespectful behavior.

With almost 2 weeks before your next City Council meeting it is my hope that you will be able to add this subject to your agenda for the meeting on the 12<sup>th</sup> of April. I would appreciate a personal response from each and every one of my representatives prior to that. My email is [bulldog.tradition@gmail.com](mailto:bulldog.tradition@gmail.com) and my phone number is 530 227-7766.

Sincerely,

  
Cecil Jones

## **PENAL CODE**

415. Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine:

- (1) Any person who unlawfully fights in a public place or challenges another person in a public place to fight.
- (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.
- (3) Any person who uses offensive words in a public place which are inherently likely to provoke an immediate violent reaction.

## **VEHICLE CODE**

27007. No driver of a vehicle shall operate, or permit the operation of, any sound amplification system which can be heard outside the vehicle from 50 or more feet when the vehicle is being operated upon a highway, unless that system is being operated to request assistance or warn of a hazardous situation.

This section does not apply to authorized emergency vehicles or vehicles operated by gas, electric, communications, or water utilities. This section does not apply to the sound systems of vehicles used for advertising, or in parades, political or other special events, except that the use of sound systems on those vehicles may be prohibited by a local authority by ordinance or resolution.

**ITEM NO.: J- 24  
APPROVE RECOMMENDATION  
OF THE CORNING LIBRARY  
COMMISSION TO APPROPRIATE  
RIDELL FUNDS IN AN AMOUNT  
NOT TO EXCEED \$1,000 FOR  
PAINTING OF A WALL MURAL IN  
THE CORNING LIBRARY**

**April 12, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: LISA M. LINNET, CITY CLERK** *LML*

**BACKGROUND:**

At the Wednesday, April 6, 2016 Library Commission Meeting, County Librarian Sally Ainsworth presented a request to paint a childrens mural on an interior wall of the Corning Library. She also requested funding in an amount not to exceed \$1,000 from the City's Ridell Trust in order to have this mural painted.

Following discussion, the Library Commission, by a unanimous vote of the three Commissioners present, agreed to recommend to the City Council to appropriate the requested funds for this project.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL APPROVE THE RECOMMENDATION OF THE CORNING LIBRARY COMMISSION TO APPROPRIATE RIDELL FUNDS IN AN AMOUNT NOT TO EXCEED \$1,000 FOR THE PAINTING OF A CHILDRENS MURAL ON AN INTERIOR WALL OF THE CORNING LIBRARY.**

**ITEM NO: J- 25**  
**CITY MANAGER GOALS**

**April 12, 2016**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER**



**SUMMARY:**

The attached document outlines the goals and measures for the City of Corning's City Manager. These goals will be used to perform the annual performance evaluation of the City Manager. The goals define performance expectations, outline the Council's directions, and deliver results that our community values. Each department will also have its own distinct set of goals and outcome measures to ensure Departmental success.

**RECOMMENDATION:**

**MAYOR AND COUNCIL MEMBERS APPROVE THE GOALS FOR THE CITY MANAGER THROUGH APRIL 2017.**

## **City Manager Goals for the period of April 2016 - April 2017.**

### **Goal 1:**

**Prepare FY 2016/17 Budget and provide Mid-Year Budget Update.**

#### **Strategy:**

1. Utilize previous budget documents as the template, and with Roy Seiler's assistance, prepare the preliminary and final budget documents and Staff Reports for FY 2016-17 Budget for presentation to the Council by June 14.
2. Utilize sales tax receipts and HdL reports to provide a mid-year budget review in February-March 2017.

### **Goal 2:**

**Guide Staff to successful completion of the Solano Streetscape Project and Clark Park Bathrooms within schedule and budget limits and in accordance with the construction Plans and Specifications.**

**Strategy:** Work closely with Dawn Grine, Ed Anderson, and Steve Lindeman to keep the projects on-track and within budget and time constraints.

### **Goal 3:**

**Negotiate Memorandum of Understandings with all four Bargaining Units**

**Strategy:** Begin negotiations with each bargaining unit in October 2016.

### **Goal 4:**

**Identify cost saving measures and revenue opportunities that can improve the City's fiscal "Bottom Line":**

**Strategy:** Continue to seek cost-savings to existing programs and procedures and revenue opportunities for the Council to consider.

### **Goal 5:**

**Networking – Lunch Meetings with neighboring City Managers/County Administrator:**

**Strategy:** Attend local and regional City Manager's meetings and discover how our neighboring Cities are addressing similar challenges.

### **Goal 6:**

**Networking – Collaborate with the Chamber of Commerce and other interested agencies to increase economic development opportunities within the City of Corning. Provide a short quarterly report to the Council of economic development activities and efforts.**

#### **Strategies:**

1. Meet regularly with 3Core and the Chamber of Commerce to discuss economic development opportunities and methods to achieve results.
2. Meet with five local businesses per month to create a positive relationship. Determine if there are opportunities for expansion and where the City may help.
3. Develop a Corning specific Business Incentive and Resources Guide.
4. Send 20 recruitment packets utilizing the California Retail Analytics of Expanding Retailers and Retail Store Sales Estimates provided by HdL.
5. Identify opportunities to attract manufacturers or expand manufacturing within the City of Corning.
6. Ensure the development and disbursement of handouts to better inform the public about Building and Planning

### **Goal 7:**

**WWTP Solar PPA:**

**Strategy:** Ensure the solar project is installed as agreed.

**Goal 8:**

**Planning Consultant Contract:**

**Strategy:** Negotiate an extension of the Part-time Planning Consultant Contract with John Stoufer, DBA JBS Planning Consultant Services for the period of July 1, 2016 – June 30, 2017.

**Goal 9:**

**Delegate work to Management and subordinate Staff and increase workforce training:**

**Strategy:** Refrain from assuming “Primary Responsibility” role for projects and programs. Instead, pass that on to subordinate Staff. Also, encourage Staff to expand their skills to include other tasks by attending training and by venturing into otherwise “unfamiliar territory”.

**Goal 10:**

**Continue Rodger’s Theater Rehabilitation:**

**Strategy:** As funds become available, continue the Rodger’s Theater Rehabilitation.

**Goal 11: Sales Tax Measure Implementation**

**Strategy:** If the sales tax measure passes, work to ensure a smooth implementation of the sales tax increase.

**Goal 11:**

**Negotiate police and fire dispatch back-up agreements to be considered immediately by the Council in the event the sales tax measure is not approved by the voters.**

**Strategy:** Negotiate with CalFire and the County for fire and police dispatch services, respectively.

**ITEM NO: J-26  
PRESENTATION AND ACCEPTANCE OF  
ANNUAL CITY AUDIT FOR  
FISCAL YEAR 2014-2015**

**APRIL 12, 2016**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER**



**SUMMARY:**

Each year, City Auditor Donald Reynolds, CPA, who is accountable directly to the City Council, presents the results of the Annual Audit of the City of Corning financial records. He will be present at the Council Meeting to explain to the City Council the results of the Fiscal Year 2014-2015 Audit.

A copy of the Audit is on file for public review at City Hall and on the City website ([www.corning.org](http://www.corning.org)). Each City Councilmember has also received a copy.

**AUDIT OVERVIEW:**

The Audit report begins with the “**Independent Auditor’s Report**” on page 1 of the Financial Section. That report provides detailed information regarding the issues addressed by the Auditor in this document. Mr. Reynolds will be on hand to answer any questions you might have regarding the audit document.

The next section beginning on page 4 of the Financial Section is the “**Management’s Discussion and Analysis**” or “**MD&A**” that provides City Management’s introduction to the Annual Audit. This is an important part of the Audit report because it provides an overview of the City’s financial condition as viewed by the City Management. The MD&A has also been reviewed by the Auditor. It includes an explanation of the components of the audit and summaries of the Revenues and Expenditures that detail the City finances and provides a guide for the reader.

**GENERAL FUND:**

The General Fund of the City is the main fund that is discretionary in nature; the Council has the freedom to determine the priorities and establish the uses of the General Fund. Most of the other Funds are restricted to specific purposes either by City Code or by State Law though the City Council still sets the priorities.

**FY 2014-2015 VS. FY 2013-2014**

Tables 3 & 4 on Page 8 of the MD&A present the actual General Fund Revenues and Expenditures data for FY 2014-2015 as compared with the same data for FY 2013-2014. You will note that revenues (Table 3) decreased in 2014-2015 by \$147,448, or (3.10%) over the previous year. From Table 4 you’ll note that expenditures increased in FY 2014-2015 by \$306,536 from 2013-2014. There were increases in expenditures in Public Safety, General Government, Cultural Parks and Recreation, Debt Service, and Capital Spending.

**FY 2014-2015 BUDGET VS. ACTUAL:**

Budgets are projections of future revenue and expenditures. The audit reconciles the projections we make near the beginning of the fiscal year with the actual amounts. A summary of General Fund Budgeted Amounts vs. the Actuals is included as Table 7 in the MD&A, and in Exhibit “A-3” on pages 64 through 66 of the Audit. Overall, revenues came in \$60,585 higher than expected within the budget. Actual expenditures were \$141,946 less than we budgeted.

The City has previously set aside \$1,102,813 of General Fund monies for an Operating Reserve to cover fluctuations in normal cash flow during the year, as presented in the balance sheet on page 61.

**OTHER FUNDS:**

The MD&A provides two summary tables of the Water and Sewer Funds, respectively. Table 5 shows the Water Fund ending the year with a negative "Change in Net Assets" of (\$39,357). This was mainly due to revenue decreases in the Water Fund in part due to the drought. The Sewer Fund data is presented on Table 6 and shows a Change in Net Assets of (\$288,924) at the close of FY 2014-2015. Much of that decrease is due to debt obligation for the WWTP bonds.

The other specialized Funds such as the road funds are listed in **Exhibits B-1 through B-3** on pages 67 through 90.

**Exhibits C-1 through C-3**, on pages 91 through 95 show the Capital Replacement and the Capital Improvement Funds, including development fee related funds including the Traffic Mitigation Fund 116, and Drainage Fund 345 and the Department **Equipment Replacement** Funds.

**Exhibits D-1 through D-3** on pages 96 through 98 show the City's "Enterprise Funds", which consist of the Sewer, Solid Waste, Airport, Transportation Center and Water funds. Be cautious; Depreciation and Amortization are included and appear to distort the net income and do not include principal payments on long-term debt. Retained Earnings include the total cost of all fixed assets less any accumulated depreciation and any long term debt.

Page 99 through page 101, **Exhibits E-1 through E-3**, show the three **Trust Funds**, J.T. Levy Scholarship Fund, Rodgers Theatre Trust and the Riddell Library Fund.

**RECOMMENDATION:**

**MAYOR AND COUNCIL MEMBERS RECEIVE AND ACCEPT THE ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2015.**