



CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, APRIL 28, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET

A. CALL TO ORDER: 7:30 p.m.

B. ROLL CALL:

Council:

Hill

Turner

Parkins

Leach

Mayor:

Strack

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. INVOCATION AND PLEDGE OF ALLEGIANCE:

D. PROCLAMATIONS, RECOGNITIONS, AND APPOINTMENTS:

1. Proclamation – May 10th through May 16th 2009 as “Poppy Days” in the City of Corning.

Delores May representing the American Legion Auxiliary will be present to accept the Proclamation.

E. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:

F. BUSINESS FROM THE FLOOR: If there is anyone in the audience wanting to speak on an item not already on tonight's Agenda, if so, please come to the podium, identify yourself and briefly present your information to the Council. **A three minute time limit will apply unless the Council makes an exception due to special circumstances.** If your matter will require more time or formal action by the Council, the law requires that it be placed on the printed Agenda for a future meeting so that interested members of the public will have the chance to appear and speak on the subject.

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 requests separate discussion and/or action.

2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.

3. Waive the Reading and Approve the Minutes of the April 14, 2009 Meeting with any necessary corrections.

4. April 22, 2009 Claim Warrant - \$96,670.91.

5. Abandoned Vehicle Abatement Service Authority Funds Transfer in the amount of \$31,047.02.

6. Establishment of Code Enforcement Funding.

7. Rezone 2009-1, Ordinance 634: An Ordinance of the City of Corning amending Section 16.18.010 (C) and Section 17.54.015 of the Corning Municipal Code. (Second Reading and Adoption)
 8. Approve Profession Service Agreement with Diaz and Associates for preparation of the City of Corning Housing Element Update.
- H. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- I. **REGULAR AGENDA:**
9. Presentation by Debbie Eaglebarger on Second Chance Pet Rescue Programs.
- J. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- K. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- L. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**
10. Hill:
 11. Turner:
 12. Parkins:
 13. Leach:
 14. Strack:
- M. **ADJOURN TO CLOSED SESSION:**
- Conference with Legal Council – Existing Litigation (Subdivision (a) of Section 54956.9)
Price v. City of Corning
- N. **RECONVENE AND REPORT ON CLOSED SESSION:**

POSTED: FRIDAY, APRIL 24, 2009

PROCLAMATION
May 10th - 16th of 2009
POPPY DAYS

WHEREAS, the observance of Poppy Days, sponsored by the American Legion Auxiliary, gives citizens of Corning an opportunity to salute both those brave defenders of our way of life who gave their lives that we might live free, and to aid those who gave their health and strength in their Country's defense; and

WHEREAS, each of us owes an individual debt to those brave and courageous men and women who, through their sacrifices, have made the continuation of our liberties possible; and

WHEREAS, it is an honor to wear the red crepe paper poppy made by the veterans in the Yountville home;

NOW, THEREFORE, I Gary R. Strack, as Mayor of the City of Corning, **DO HEREBY DECLARE MAY 10, 2009 THROUGH MAY 16, 2009 TO BE 'POPPY DAYS' IN THE CITY OF CORNING**, and do hereby urge all our citizens to participate in this tribute by wearing a Memorial Poppy on this occasion.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 28th day of May 2009.

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, APRIL 14, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 7:30 p.m.

B. ROLL CALL:

Council:

**Hill
Turner
Parkins
Leach
Strack**

Mayor:

All members of Council were present except Mayor Gary Strack.

C. INVOCATION AND PLEDGE OF ALLEGIANCE:

Councilor Leach gave the invocation and City Manager Kimbrough led the Pledge of Allegiance.

D. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:

1. Proclamation – May 6, 2009 “Tehama County Peace Officers’ Memorial Day”.

Vice Mayor Becky Hill presented the Proclamation to Corning Police Chief Tony Cardenas on behalf of the Tehama County Peace Officer’s Association.

2. Proclamation –May 18, 2009 “Public Telecommunications Week”.

Vice Mayor Becky Hill presented the Proclamation to Police Chief Tony Cardenas and Fire Chief Martin Spannaus who accepted it on behalf of the City of Corning Dispatchers.

Vice Mayor Hill requested a motion to add to the Agenda a Proclamation to proclaim April 2009 as Child Abuse Prevention Month.

Councilor Turner moved to add the Child Abuse Prevention Month Proclamation to the Agenda and Councilor Parkins seconded the motion. **Ayes: Hill, Turner, Parkins and Leach.**

Opposed: None. Absent: Strack. Abstain: None. Motion approved by vote of 5-0.

3. Proclamation – April 2009 “Child Abuse Prevention Month”.

Vice Mayor Becky Hill presented the Proclamation to Deloris May and Robert Thayer of the Corning Exchange Club. Robert Thayer stated that the Exchange Club purchased and presented a “Shaken Baby” Doll to the Tehama County School District to use in their education program.

E. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT: Not present.

F. BUSINESS FROM THE FLOOR:

Mr. Danny Dunigan announced the Theatre Fundraiser to be held at the Memorial Hall on Sunday, April 19, 2009. He also stated that we are the one and only City’s that has not had to make cuts and are operating in the black and stated that the Council and Staff should be commended.

Julie Johnson stated that the northeast last parking spot of the 1200 block of Solano Street has a big hole in the asphalt.

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 requests separate discussion and/or action.

3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
4. Waive the Reading and Approve the Minutes of the March 24, 2009 Meeting with any necessary corrections.
5. April 8, 2009 Claim Warrant - \$414,949.71.
6. March 2009 Wages and Salaries - \$334,359.10.
7. March 2009 – Treasurer’s Report.
8. March 2009 Building Permit Valuation - \$793,167.23.
9. City of Corning Wastewater Operation Summary Report – March 2009.
10. Recommend Appointment of Allen Turner to the Corning Recreation Commission.
11. Ratify Addendum to Employee Memorandum of Understanding Limiting Vacation and Administrative Time Accrual for Management Unit.
12. Waive Recreational Use Fee for 2nd Annual Westside American Legion Fundraiser.
13. Authorization to Seek Formal Bids to Prune 850 City Street and Park Trees beginning at Solano Street south from I-5 to East City Limits.
14. Approve Rodgers Theatre Grant Consulting Services by Michael P. Garofalo.
15. Approve Progress Pay Estimate No. 5 to Tom Williams Construction in the amount of \$31,650 for the Safe Route to School, Cycle 7 Project.

16. Authorization to Seek Edward Byrne Memorial Justice Assistance Grant.

Councilor Turner stated that the Olive trees in the South Street Park are not included in the number of trees listed in Item 13. Councilor Parkins moved to approve Consent Items 3-16 and Councilor Leach seconded the motion. **Ayes: Hill, Turner, Parkins and Leach. Opposed: None. Absent: Strack. Abstain: None. Motion approved by vote of 4-0 with Mayor Strack absent.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: Any person may speak on items scheduled for hearing at the time the Mayor declares the Hearing open. ALL LEGAL NOTICES PUBLISHED IN ACCORDANCE WITH LAW.

17. Rezone 2009-1, Ordinance 634: An Ordinance of the City of Corning amending Section 16.18.010 (C) and Section 17.54.015 of the Corning Municipal Code.

Vice Mayor Hill introduced this item by title and Planning Director Stoufer briefed the Council on the related issues. After Mr. Stoufer responded to some questions asked by Council Members, Vice Mayor Hill opened the Public Hearing.

With no public comments received the Public Hearing was closed. Councilor Turner moved to adopt the 4 Findings and Subfindings and approve the first reading of Ordinance 634 (City Attorney Michael Fitzpatrick read the Ordinance by Title). Councilor Parkins seconded the motion. **Ayes: Hill, Turner, Parkins and Leach. Opposed: None. Absent: Strack. Abstain: None. Motion approved by vote of 4-0 with Mayor Strack absent.**

18. Public Hearing: Receive Public Comments and Adoption of Community Development Block Grant (CDBG) Program Income Re-Use Plan.

Vice Mayor Hill introduced this item by title and announced that sign in sheets were located on the south wall for voluntary public sign in. City Manager Kimbrough briefed the Council on the proposed Community Development Block Grant Program Income Re-Use Plan. Councilor Turner asked the amount remaining in this fund and Mr. Kimbrough responded. Vice Mayor Hill asked what would happen if the home went into foreclosure and Mr. Kimbrough stated if the City was listed on the first, the City would recover the funds to be replaced back into the fund. If the City was listed as a second we would lose the funds.

The Public Hearing was then opened to receive public comments by Vice Mayor Hill. With no public comments received the Public Hearing was closed. Commissioner Parkins moved, having sought public comment to adopt the City of Corning Community Development Block Grant (CDBG) Program Income Re-Use Plan. Councilor Turner seconded the motion. **Ayes: Hill, Turner, Parkins and Leach. Opposed: None. Absent: Strack. Abstain: None. Motion approved by vote of 4-0 with Mayor Strack absent. (Councilor Turner stated that he abstains from voting which is the same as a yes vote.)**

19. Community Development Block Grant (CDBG) Program: First Public Hearing to discuss Fiscal Year 2009-2010 CDBG Program for the General Allocation and to Solicit Citizen Input.

Vice Mayor Hill introduced this item by title and City Manager Kimbrough briefed the Council on issues relating to this item. Mr. Kimbrough stated that we currently don't have a CDBG Project waiting in the wings and we currently meet the required standards. The Public Hearing was then opened. Mr. DeScala stated that if we used rubberized asphalt we would never have to repave the streets. It was confirmed that this was the first of two required public hearings. No action required.

J. REGULAR AGENDA:

20. Skateboard Park Progress Report.

Vice Mayor Hill introduced this item by title and Mr. Kimbrough stated that the City has found an outstanding architect with experience, in fact they have designed most of the Parks within our Insurance Authority. Vice Mayor Hill asked if we have received any interest or public involvement; Councilor Leach responded stating that the Recreation Department has started a list and have received notice from some businesses of their interest to support the Park. Vice Mayor Hill stated that she would like to see more community support before spending funds. Councilor Turner asked if a funding source has been established. Councilor Leach stated that he and City Manager Kimbrough have discussed possibly using Park Bond funds. He also stated that the New Life Assembly church was in favor of the project. By Council consensus it was decided that the City needed to get "more ducks in a row" before expending funds on a designer.

Danny Dunigan addressed the Council stating he would like to know how many people the Park would serve. He also stated that before the Council moves forward they should have a committee set up and that he would be happy to assist with the skateboard park, but not before the Theatre.

Harry Zemansky asked if the Church would turn the property over to the City for a Skateboard Park. Councilor Leach stated that he didn't know at this time.

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

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:

- 21. **Hill:** Nothing.
- 22. **Turner:** Nothing.
- 23. **Parkins:** Announced she would be attending the JPA meeting on Wednesday in Red Bluff.
- 24. **Leach:** Stated that Thursday he would serve as chairperson for the Tripartite Board meeting.
- 25. **Strack:** Absent

N. **ADJOURNMENT!** 8:15 p.m.



Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: April 22, 2009

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, April 28, 2009 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 04-22-09	\$	96,670.91
		GRAND TOTAL	\$	<u>96,670.91</u>

REPORT.: Apr 22 09 Wednesday
 RUN....: Apr 22 09 Time: 14:59
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 04-09 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
008273	04/17/09	CHI06	CHICO POWER EQUIPMENT	-64.65	.00	-64.65	0015540u	Ck# 008273 Reversed	
008478	04/10/09	USP01	UNITED STATES POST OFFICE	780.77	.00	780.77	090410	PROF SVCS-WTR	
008479	04/10/09	ALL01	ALLISON, MELVIN	98.00	.00	98.00	090410	OTS GRANT-POLICE	
008480	04/15/09	ARA02	ARAMARK UNIFORM SRV. INC.	28.75	.00	28.75	4168593	Mat/Supplies-	
008481	04/15/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0903200	ProfServices Water Dept	
008482	04/15/09	BIG02	BIG VALLEY SANITATION II	159.96	.00	159.96	00295	MAT & SUPPLIES-PARKS	
008483	04/15/09	CHE02	CHEM QULP, INC.	123.12	.00	123.12	2051776IN	MAT & SUPPLIES-PARKS	
008484	04/15/09	COR20	CORNING ELECTRONICS	5.40	.00	5.40	10080774	MAT & SUPPLIES-POLICE	
008485	04/15/09	DAY03	DAY WIRELESS SYSTEMS	220.00	.00	220.00	956739	VEH REPL-POLICE	
008486	04/15/09	DEM03	DEMO, CHRIS	115.50	.00	115.50	090415	TRAINING/ED-FIRE	
008487	04/15/09	DEP12	DEPT OF JUSTICE	32.00	.00	32.00	728694	PROF SVCS-POLICE	
008488	04/15/09	GOL03	GSFM / WFM	71.64	.00	71.64	I-025823	Mat/Supplies-WTR	
008489	04/15/09	GRA02	GRAINGER, W.W., INC	286.35	.00	286.35	987291627	MAT 7 SUPPLIES-BLD MAINT	
008490	04/15/09	LIN01	LINCOLN EQUIPMENT, INC.	155.40	.00	155.40	S1111337	MAT & SUPPLIES-PARKS	
008491	04/15/09	NOR10	NORTHERN FIRE PROTECTION	60.00	.00	60.00	2303	BLD MAINT-FIRE	
008492	04/15/09	NOR31	NORM'S PRINTING	790.08	.00	790.08	006704	PROF SVCS-	
008493	04/15/09	OFF01	OFFICE DEPOT	69.78	.00	69.78	470776097	Office Supplies Policedis	
			Check Total.....	109.55	.00	109.55	470776251	Office Supplies Policedis	
				179.33	.00	179.33			
008494	04/15/09	PET03	PETTY CASH	298.86	.00	298.86	090414	PETTY CASH-	
008495	04/15/09	RON01	RON'S BODY SHOP	320.71	.00	320.71	003266	VEH OP/MAINT-FIRE	
008496	04/15/09	SWR01	SWRCB/APRS	1008.00	.00	1008.00	0830416	Annual Permit WWTP	
008497	04/15/09	SWW00	SWWC SERVICES, INC.	5984.94	.00	5984.94	16643	PROF SVCS-WWTP	
			Check Total.....	1490.00	.00	1490.00	16651	PROF SVCS-WWTP	
				7474.94	.00	7474.94			
008498	04/15/09	VAL01	VALLEY INDUSTRIAL COMM.	29.77	.00	29.77	96896	COMMUNICATIONS-FIRE	

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CITY OF CORNING
 Cash Disbursement Detail Report
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
008499	04/15/09	WAT02	WATSON, THOMAS J.	145.20	.00	145.20	090414	VEH OP/MAINT-POLICE
008500	04/15/09	WES02	WESTERN BUSINESS PRODUCTS	35.87	.00	35.87	017797	Equip.Maint.-FIRE
008501	04/15/09	CON07	CONEXIS	30.00	.00	30.00	03090R348	MEDICAL INS-COBRA
008502	04/15/09	MAY01	MAY, WILLIAM L.	2998.80	.00	2998.80	200941520	EE RELATIONS-LEGAL SERV
008503	04/15/09	WAR04	WARREN, GLORIA	270.00	.00	270.00	090415	REC INSTRUCT-REC
008504	04/16/09	ATT09	AT&T	64.72	.00	64.72	090407	MAT & SUPPLIES-WTR
008505	04/16/09	ENP01	ENPLAN	15743.00	.00	15743.00	030919402	GIS PLNG-FLOOD PLNG
008506	04/16/09	WIL10	TOM WILLIAMS CONSTRUCTION	28485.00	.00	28485.00	090415	SRTS-ST PROJ
008507	04/21/09	ATT13	AT&T/MCI	721.63	.00	721.63	090411	COMMUNICATIONS-
008508	04/21/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0903423	ProfServices Water Dept
008509	04/21/09	COR13	CORNING VOLUNTEER FIRE	2300.00	.00	2300.00	090414	TRAINING/ED-FIRE
008510	04/21/09	DEP12	DEPT OF JUSTICE	105.00	.00	105.00	732881	PROF SVCS-POLICE
008511	04/21/09	ENP01	ENPLAN	1790.00	.00	1790.00	040919402	GIS PLNG-FLOOD PLNG
008512	04/21/09	HOL04	HOLIDAY MARKET #32	31.92	.00	31.92	23451	Mat/Supplies BuildingMain
008513	04/21/09	JOH06	JOHNSON'S TURBO CLEAN	542.84	.00	542.84	2543	MAT & SUPPLIES-BLD MAINT
008514	04/21/09	LAR01	LARRY'S PEST & WEED,	4667.00	.00	4667.00	24602	WEED/TREE SPRAY-STR
008515	04/21/09	NOR10	NORTHERN FIRE PROTECTION	15.00	.00	15.00	2305	BLD MAINT-CERT OF EXTING
				5.00	.00	5.00	2306	BLD MAINT-CERT OF EXTING
				10.00	.00	10.00	2360	BLD MAINT-CERT OF EXTING
				25.00	.00	25.00	2362	BLD MAINT-CERT OF EXTING
			Check Total.....:	55.00	.00	55.00		
008516	04/21/09	PAC16	PACIFIC TELEMANAGEMENT	60.45	.00	60.45	109937	COMMUNICATIONS-GEN CITY
008517	04/21/09	PGE01	PG&E	20313.77	.00	20313.77	090414	Electricity General City
008518	04/21/09	QUI02	QUILL CORPORATION	62.12	.00	62.12	6031351	Office Supplies-
				98.52	.00	98.52	6035710	Office Supplies-
			Check Total.....:	160.64	.00	160.64		
008519	04/21/09	RIN01	RINGSIDE, INC.	130.90	.00	130.90	1053733A	MAT & SUPPLIES-PAL

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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 #	Description
008520	04/21/09	SEC04	SECURE NET ASSOCIATES	4420.87	.00	4420.87	1268	SAFE GRANT-POLICE
008521	04/22/09	ARA02	ARAMARK UNIFORM SRV. INC.	28.75	.00	28.75	4171472	Mat/Supplies-
				62.75	.00	62.75	4174268	Mat/Supplies-
			Check Total.....:	91.50	.00	91.50		
008522	04/22/09	COR11	CORNING SAFE & LOCK	14.07	.00	14.07	2410	BLD MAINT-TRANS FAC
008523	04/22/09	INT00	INTERSTATE BATTERY SYSTEM	199.07	.00	199.07	10420337	VEH OP/MAINT-
008524	04/22/09	LIN01	LINCOLN EQUIPMENT, INC.	311.83	.00	311.83	S1112070	MAT & SUPPLIES-PARKS
008525	04/22/09	NEX02	NEXTEL	346.97	.00	346.97	086319089	COMMUNICATIONS-POLICE
008526	04/22/09	NOR10	NORTHERN FIRE PROTECTION	182.45	.00	182.45	2361	CERT OF EXING-BLD MAINT
008527	04/22/09	NOR31	NORM'S PRINTING	62.24	.00	62.24	006792	PRINTING/ADV-POLICE
				6.50	.00	6.50	006797	OFFICE SUPPLIES-PW ADMIN
			Check Total.....:	68.74	.00	68.74		
008528	04/22/09	RED14	RED BLUFF OUTDOOR POWER,	37.74	.00	37.74	5429	VEH OP/MAINT-

Cash Account Total.....: 96670.91
 Total Disbursements.....: 96670.91
 =====

ITEM NO: G-5
ABANDONED VEHICLE ABATEMENT
SERVICE AUTHORITY FUNDS
TRANSFER
APRIL 28, 2009

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
ANTHONY F. CARDENAS, CHIEF OF POLICE

STEIB

SUMMARY:

The City of Corning has received a total to date of \$46,290.79 from the Tehama County Abandoned Vehicle Abatement Service Authority (VASA) for vehicle abatement activities performed in the City of Corning. The City of Corning has expended from the General Fund a total of \$31,047.02 abating vehicles. These funds are reimbursable from the VASA funds received by the City.

BACKGROUND:

On June 22, 2004, the City of Corning, by City Council action, became a participating member of VASA in accordance with California Vehicle Code §22710, which provides the authority and guidelines for the "establishment of service authority for abatement of abandoned vehicles". The formation of the Service Authority allowed the participating entities the power to abate abandoned vehicles on public and private property and the power to impose a \$1.00 vehicle registration fee on all vehicles registered in the County. The funds collected have been disbursed on a quarterly basis to the participating entities, in accordance with California Vehicle Code §22710(6).

To date, the City of Corning has received \$46,290.79 from VASA. In accordance with State law, these funds have been maintained in a separate fund account, which can only be expended for vehicle abatement related expenses.

As of March 31, 2009, the City of Corning has submitted to VASA authorized vehicle abatement expenditures in the amount of \$31,047.02. These funds were expended from the City's General Fund, and are therefore recoverable from the City's Vehicle Abatement Fund Account.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO TRANSFER THE AMOUNT OF \$31,047.02 FROM THE CITY'S VEHICLE ABATEMENT FUND ACCOUNT TO THE CITY'S GENERAL FUND AS REIMBURSEMENT FOR VEHICLE ABATEMENT RELATED EXPENSES.

ITEM NO: G-6
ESTABLISHMENT OF CODE
ENFORCEMENT FUNDING
APRIL 28, 2009

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
ANTHONY F. CARDENAS, CHIEF OF POLICE



SUMMARY:

At the direction of City Council, Staff has been actively pursuing code enforcement and nuisance abatement issues within the City. The Corning Police Department's budget includes a line item for Nuisance Abatement, which currently has \$739.19 remaining in this fiscal year. In order to cover the expenses of addressing nuisance and code enforcement issues, staff is requesting that the Nuisance Abatement line item be increased by \$10,000.

BACKGROUND:

In response to the City Council's desire that Staff take a more proactive approach to code enforcement and nuisance abatement, Staff has been actively pursuing code enforcement related issues. As part of this campaign, the City will sponsor the "Corning Can!" Citywide Cleanup Day on May 2, 2009. This event is being sponsored in an attempt to have citizens voluntarily assist in ridding the community of unwanted household items, appliances, tires, trash, electronic and green waste. This event is being provided free-of-charge to Corning residents, however the City will be expending funds for the dumpsters and tipping fees at the Tehama County landfill, as well as other related costs.

Staff is requesting the appropriation of \$10,000.00 to the Nuisance Abatement account, line number 001-6324-2200, to pay for this event and funding code enforcement activity and nuisance abatement.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE THE TRANSFER OF \$10,000.00 FROM THE CITY'S GENERAL FUND TO THE POLICE DEPARTMENT'S NUISANCE ABATEMENT LINE ITEM 001-6324-2200 TO BE USED FOR CODE ENFORCEMENT AND NUISANCE ABATEMENT ACTIVITIES.

**ITEM NO. G-7
SECOND READING: ORDINANCE NO. 634;
REZONE NO. 2009-1; AN ORDINANCE OF THE CITY
OF CORNING AMENDING SECTIONS 16.18.010 (C)
AND 17.54.015 OF THE CORNING MUNICIPAL
CODE.**

APRIL 28, 2009

TO: HONORABLE MAYOR AND CITY OF CORNING COUNCIL MEMBERS

FROM: JOHN STOUFER, PLANNING DIRECTOR

PROJECT DESCRIPTION:

On April 14, 2009, the City Council waived the first reading and introduced Ordinance No. 634. If adopted the ordinance will amend Sections 16.18.010 (C) and 17.54.015 of the Corning Municipal Code (CMC) relating to the extension of tentative maps pursuant to recent state mandates enacted with the passage of Senate Bill No. 1185 and advising property owners, that have an existing use permitted by the approval of a Use Permit, that upon conveyance of the parcel all conditions applied to the approval of the Use Permit will remain applicable to the use.

It is now appropriate to adopt the ordinance that will amend Sections 16.18.010 (C) and 17.54.015 of the CMC.

STAFF AND PLANNING COMMISSION RECOMMENDATION:

The Planning Commission considered this matter at a duly noticed public hearing conducted on March 17, 2009. The recommendation of the Planning Commission and staff follows:

THAT THE CITY COUNCIL:

**WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 634
AMENDING SECTIONS 16.18.010 (C) and 17.54.015 OF THE CORNING MUNICIPAL
CODE, RELATING TO THE EXTENSION OF TENTATIVE MAPS AND THE
TRANSFER OF PROPERTY GRANTED A USE PURSUANT TO A USE PERMIT.**

ORDINANCE NO. 634

**AN ORDINANCE OF THE CITY OF CORNING
AMENDING SECTIONS 16.18.010 (C) AND 17.54.015
OF THE CORNING MUNICIPAL CODE REGARDING THE
EXTENSIONS OF TENTATIVE MAPS AND THE TRANSFER OF
PROPERTY GRANTED A USE PURSUANT TO A USE PERMIT.**

The City Council of the City of Corning, having conducted a public hearing in accordance with state law, on _____, and having approved the findings recommended by the Planning Commission, does hereby ordain as follows:

To amend Section 16.18.010 (C) of the Subdivision & Planning Code of the City of Corning to read as follows:

Upon application of the subdivider filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for an initial period of two years. Additional extensions, upon application of the subdivider, are available for a period or periods not to exceed the limits established by Section 66452.6 (e), or any amendments thereto, of the California Government Code. If the advisory agency denies a subdivider's application for extension, the subdivider may appeal to the legislative body within fifteen days after the advisory agency denied the extension.

To amend and re-title Section 17.54.015 of the Zoning Code of the City of Corning to read as follows:

Transfer of property ownership. An approved or conditionally approved use permit is issued for a specific use on a parcel or parcels as identified on the permit. The permitted use is valid when ownership of the parcel or parcels transfers. The new owner must adhere to the terms and conditions as specified in the approval of the use permit.

* * * * *

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning, held on _____ and adopted at a regular meeting of the City Council of the City of Corning, held _____, by the following vote:

AYES:

NOES:

ABSENT:

Abstain:

It shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of Council persons voting for and against the same, in a newspaper of general circulation in the County of Tehama.

Gary R. Strack, Mayor

ATTEST:

City Clerk

PUBLISH: _____

**ITEM NO. G-8
APPROVE PROFESSIONAL SERVICES
AGREEMENT WITH DIAZ ASSOCIATES FOR
THE PREPARATION OF THE CITY OF
CORNING HOUSING ELEMENT UPDATE.**

April 28, 2009

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
JOHN STOUFER; PLANNING DIRECTOR**

SUMMARY:

California Government Code Section 65588 (b) states that a "housing element shall be revised as appropriate, but not less than every five years." Section 65588 (e) states: "Notwithstanding subdivision (b) or the date of adoption of the housing elements previously in existence, each city, county, and city and county shall revise its housing element according to the following schedule." The City of Corning, along with a majority of north state cities and counties fell under the schedule that required a revision by June 30, 2009. The State has extended this deadline by 60 days to accommodate the Department of Finance update of the State's population projections. Therefore to comply with current state law the City must revise the existing housing element by August 31, 2009.

BACKGROUND:

On December 10, 2008 the City received conformation from the Department of Housing & Community Development (H&CD) that we had been awarded a General Planning and Technical Assistance grant from the Department's Community Development Block Grant (CDBG) Program. These grant funds allow the City to utilize professional planning consultants to prepare the update to the housing element and environmental documents as required by CEQA.

Due to delays at H&CD a formal standard agreement between the City and State has not been issued but the City has received approval from the State to incur costs at our own risk (Letter attached as Exhibit "A"). The State requires a 60 day review period of a draft housing element prior to adoption by the City. To prepare the update to the housing element, and allow the State a 60 day review period, it is imperative that we begin preparation of the update to meet the August 31st deadline.

Staff is recommending Diaz Associates, a land use and environmental planning firm from Redding as the consultant to assist the City. Eihnard Diaz the principal planner for Diaz Associates has been working as a professional planner in the north state since 1981. John Brewer and John Stoufer have worked with Mr. Diaz on numerous projects in their previous employment and feel confident in his firm's abilities to assist the city in complying with the state mandated requirements as they relate to the housing element. The choice of Diaz Associates was made following the review of proposals submitted in response to a Request for Proposals that the City prepared regarding the preparation of the update to the housing element.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH DIAZ ASSOCIATES FOR THE AMOUNT OF \$38,800 TO PREPARE THE UPDATE TO THE CITY OF CORNING'S HOUSING ELEMENT AS DETAILED IN EXHIBIT "B" OF THE AGREEMENT.

ATTACHMENTS

Exhibit "A" - Letter from H&CD approving incurring grant costs

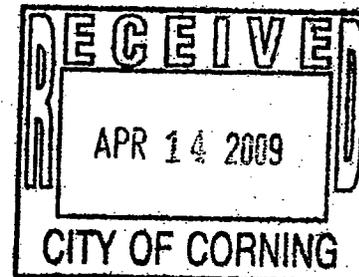
Additional Exhibit not marked – Copy of Professional Services Agreement with Diaz Associates.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE

Community Development Block Grant Section (CDBG)

1800 Third Street, Suite 330
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 552-9398
FAX (916) 327-8823

EXHIBIT "A"



April 9, 2009

Mr. John Stoufer, Planning Director
City of Corning
794 Third Street
Corning, California 96021**RE: Approval to Incur Costs
Standard Agreement 08-PTAG-5345**

Dear Mr. Stoufer:

The Department of Housing and Community Development (Department) has received the City of Corning's request to incur costs for the recently awarded Planning and Technical Assistance Grant, General Allocation.

Prior to incurring costs, the NEPA environmental documentation for general administration activities (comprised of an Exemption Form and a Form 58.6) are required. All the proper forms were completed, signed and submitted with the City's application. Therefore, the Department has approved the City's request to begin incurring grant costs on the approved CDBG general program administration and planning activities.

Please note that, until a formal standard agreement between the City and the State has been issued, costs will be incurred at the City's own risk. In addition, the CDBG Program cannot release any payments for the grant activities until a fully executed standard agreement is in place.

Please remember that local cash match funds must be expended on these activities before drawing down CDBG funds.

If you have any questions or need additional information, please contact Joann Gonzales, of our staff, by e-mail at jgonzales@hcd.ca.gov or by telephone at (916) 323-1454.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anda Draghici".

Anda Draghici, General Allocation Program Manager
Community and Economic Development Section

cc: Stephen J. Kimbrough, City Manager ✓

**CITY OF CORNING – PROFESSIONAL SERVICES AGREEMENT WITH
DIAZ ASSOCIATES, Planning Consultant
4277 Pasatiempo Ct., Redding, CA 96002
Phone: (530) 224-0811
E-mail: ediaz@diazplanning.com
for
CITY OF CORNING HOUSING ELEMENT UPDATE**

THIS AGREEMENT (Agreement), made and entered into this 28th day of April, 2009, is by and between the **CITY OF CORNING**, a **California municipal corporation**, hereinafter referred to as City, and **DIAZ ASSOCIATES**, hereinafter referred to as Consultant.

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - ORGANIZATION AND CONTENTS	1
SECTION 2 - DESCRIPTION OF PROJECT	2
SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE	3
SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE	3
SECTION 5- COMPENSATION	4
SECTION 6 - RESPONSIBILITY OF CONSULTANT	4
SECTION 7 - RESPONSIBILITY OF CITY	5
SECTION 8 - INDEMNIFICATION	6
SECTION 9 - INSURANCE	6
SECTION 10 - GENERAL PROVISIONS	7
10.1 - Access to Records	7
10.2 - Assignment	7
10.3 - Changes to Scope of Work - Basic Services	7
10.4 - Compliance with Laws, Rule, Regulations	8
10.5 - Conflict of Interest	8
10.6 - Exhibits Incorporated	9
10.7 - Independent Contractor	9
10.8 - Standard of Performance	10
10.9 - Integration	10
10.10 -Jurisdiction and Venue	10
10.11 -Notice to Proceed; Progress; Completion	11
10.12 -Ownership of Documents	11
10.13 Subcontracts	12
10.14 -Term; Termination	12
10.15 -Notice	12
10.16 - Attorney's Fees and Costs	13

10.17 - Non-Discrimination	13
10.18 - Amendments	14
10.19 - Counterparts	14
10.20 - Severability	14

SECTION 11- ATTACHMENT OF EXHIBITS 14

11.1- Exhibit A; Description of Project	
11.2- Exhibit B; Scope of Consultant Services; Completion Schedule	
11.3- Exhibit C; Fee Schedule	
11.4- Exhibit D; Special Provisions; Insurance Requirements	

SECTION 2 - DESCRIPTION OF PROJECT

City desires to undertake that certain project, hereinafter referred to as project, described in **EXHIBIT A** entitled **DESCRIPTION OF PROJECT** and to engage Consultant to provide the required professional services relating to it. The professional services to be performed shall fulfill the Scope of Work required under the CDBG grant awarded to the City of Corning by the State of California.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT B** entitled **SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE** and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT B**. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and City has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as Additional Consultant Service No. 1 and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to **EXHIBIT B** entitled **SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE**.

SECTION 5 - COMPENSATION

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner, time and in accordance with the payment schedule as set forth in **EXHIBIT C** entitled **COMPENSATION; PAYMENT OF FEES**. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of

compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with **EXHIBIT C**, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 6 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. Consultant represents and warrants to City that she has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice her profession. Consultant represents and warrants to City that Consultant shall, at her sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice her profession at the time the services are performed.

SECTION 7 - RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall, in addition to those responsibilities identified in **EXHIBIT B**, provide as follows:

- 7.1 Assist Consultant by placing at Consultant's disposal all available information related to the project, including previous reports and any other data relative to the project which may be applicable to it.
- 7.2 Assist in gaining access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.
- 7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may

be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

SECTION 8 - INDEMNIFICATION

Consultant shall indemnify and hold City, its officers, employees, agents, boards and commissions, and members thereof, harmless of and free from any and all liability to the extent caused by any negligent act or omission of Consultant or Consultant's employees or agents in rendering the services required by this Agreement.

SECTION 9 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in **EXHIBIT D**, entitled **SPECIAL PROVISIONS; INSURANCE REQUIREMENTS**.

SECTION 10 - GENERAL PROVISIONS

10.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 herein above.

10.2 Assignment

This Agreement is binding on heirs, successors, and assigns of the parties hereto but shall not be assigned by Consultant without the prior written consent of the City. Any attempted or purported assignment of any right or obligation pursuant to this Agreement without the written consent of the City shall be void and of no effect.

10.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder and shall fulfill all State laws pertaining to the administration and reporting requirements of CDBG contracts.

10.5 Conflict of Interest

If the City Manager has determined that Consultant is subject to any provisions of the Corning Municipal Code relating to conflicts of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then Consultant will be required to comply with said provisions in connection with the services she renders to the City under this Agreement. No officer, agent or employee of Consultant or any designee or subcontractor thereof shall during the performance of the services rendered pursuant to this Agreement or for a period of one (1) year after completion of performance of this Agreement have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for any grant activities to be performed in connection with the program assisted under this Agreement.

10.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Corning and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. City shall have the right to control Consultant only insofar as the results of Consultants services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

10.8 Standard of Performance

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards normally observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices her profession at the time the service is performed. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards or quality normally observed by a person practicing in Consultants profession.

10.9 Integration

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it.

10.10 Jurisdiction and Venue

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any

part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

Venue of any action concerning this Agreement shall be in the court of competent jurisdiction in Tehama County, California. The parties reserve the right to mutually agree to mediation, arbitration (whether advisory or binding) or any other form of dispute resolution other than litigation in court to resolve any matter arising under this Agreement.

10.11 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

10.12 Ownership of Documents

Title to all documents with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

City agrees to indemnify Consultant, its employees and subconsultants and hold Consultant, its employees and subconsultants harmless from damages resulting from City's future use of such documents or the use by others of these documents with City's permission except for liability arising out of Consultant's own negligent acts, errors or omissions in the preparation thereof.

10.13 Subcontracts

Consultant shall be not be entitled without advance written consent of City to subcontract any portion of the work to be performed under this Agreement. If such consent is granted, Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve

Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.14 Term; Termination

City or Consultant may terminate this Agreement with or without cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Unless termination is initiated by City for Consultant's breach of a material provision of this Agreement, City shall within thirty (30) calendar days of termination pay Consultant's fees for services rendered and costs incurred, in accordance with Consultant's current applicable fee schedule and reimbursement policy. Such fees and costs shall include those reasonable fees and costs incurred as of the date of termination

10.15 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: **Stephen J. Kimbrough, City Manager**
City of Corning
794 3rd Street
Corning, CA 96021

- b. To Consultant: **Eihnard F. Diaz, AICP**
Diaz Associates
4277 Pasatiempo Ct.
Redding, California 96002

Nothing herein above shall prevent either City or Consultant from personally delivering any such notices to the other.

10.16 Attorneys Fees and Costs

If any party to this Agreement commences legal proceedings to enforce any of its terms of for damages for its breach, the prevailing party shall be entitled to recover reasonable attorneys fees and costs of suit, as determined by the court, including those incurred on appeal, if any.

10.17 Non-Discrimination

Consultant shall not discriminate in employment of persons under this Agreement because of race, color, national origin, ancestry, religion, sex, or physical or mental handicap of such person.

10.18 Amendments

No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.

10.19 Counterparts

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

10.20 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 11 - ATTACHMENT OF EXHIBITS

This Agreement has attached to it as a part hereof EXHIBITS A through D, which pursuant to paragraph 10.6 above, have been and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

City of Corning

Diaz Associates

Stephen J. Kimbrough
City Manager

Eihnard F. Diaz
Consultant

Date: _____

Date: _____

APPROVED AS TO FORM.

Michael C. Fitzpatrick
City Attorney

11.1 EXHIBIT A - DESCRIPTION OF PROJECT

The City of Corning desires to retain a consultant to work closely with its Staff to prepare a comprehensive update of its Housing Element (Element) of the General Plan, and complete the California Environmental Quality Act (CEQA) requirements as related to the Housing Element update.

Preparation of this Housing Element update is a regular periodic task required by Article 10.6 of Chapter 3 of the Planning and Zoning Law. The element must comply and be compatible with statewide housing statutes, housing element guidelines and government goals and policies within the California Government Code and the California Health and Safety Code.

The Housing Element update must also be consistent with other adopted elements of the Corning General Plan, zoning code, and other City regulations, policies and standards. The consultant will provide a list of revisions, if applicable, so that City staff can initiate amendments or changes to resolve these inconsistencies. The CEQA process must also be completed along with the Housing Element update.

Format of the Housing Element update should be easy for the City to use and incorporate into the City of Corning's General Plan. Text, spreadsheets, and databases should be produced using programs compatible with those presently being used by the City.

11.2 EXHIBIT B - SCOPE OF CONSULTANT SERVICES; COMPLETION SCHEDULE

The consultant will provide professional planning services as follows:

Per State law (Gov. Code Sec.65583), the housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, and mobile-homes, and shall make adequate provisions for the existing and projected needs of all economic segments of the community.

Compile information from various sources including, but not limited to, the City of Corning, the California Department of Housing and Community Development, the U.S. Census Bureau, and the California Department of Finance for the purpose of updating the City of Corning's Housing Element of the General Plan. The following outlines the general tasks to be undertaken consistent with the City's Request for Proposals and Consultants proposal.

Project initiation

Meeting with City Staff

Review Existing Element/Revision Outline

Review Existing Element

Revised Element Outline

Public Workshop - Review Existing Goals & Objectives

Develop Background Information

Population Characteristics

Economic/Employment Characteristics

Household Characteristics

Housing Stock Characteristics

Special Housing Needs

Housing Resources & Constraints

Identify Suitable Areas for Residential Development

Sphere of Influence Land Use Inventory, Proposed General Plan and

Zoning

Housing Assistance Programs Identification

Housing Constraints Identification & Analysis

Energy Conservation Opportunities

Draft Goals, Objectives, Policies

Draft Goals, Objectives, Policies & Administrative Draft Element

Administrative Draft Housing Element Completed

Staff Review of Findings, Draft Goals, Objectives Policies

Planning Commission Public Hearing

Draft Housing Element

CEQA Initial Study

Draft Housing Element Revised and Completed

Submit Draft To HCD for Review & Comment

CEQA 30 Day Review Period
Review & Revision of Draft Element
Final Housing Element
Prepare and Submit to City
Planning Commission Public Hearing
City Council Public Hearing
Prepare/Submit Final Element to HCD
Prepare/Submit Final Report to CBDG

The final document must be consistent with the other elements of the City General Plan and the State General Plan Guidelines, and must comply with State housing element law. This final document must also be approved by the Corning City Council and the California Department of Housing and Community Development. The consultant must agree to make any recommended amendments to the Housing Element as required by the California Department of Housing and Community Development

Further, the consultant shall provide documentation to complete the California Environmental Quality Act process for the Housing Element General Plan Amendment.

At the conclusion of the project, the consultant will deliver to the City two reproducible originals of the Housing Element update for reproduction and public distribution. Also, the consultant will submit originals of the text, graphics, and all maps in digital form suitable for future amendment by the City. Reproducible copies of CEQA documents must also be provided.

Additional Services and Documents to be provided by the Consultant

Upon review of the existing Housing Element General Plan Goals, Policies, and Objectives by City Staff and also the Planning Commission at the April 21, 2009 Housing Element Informational Workshop, City Staff exercised its right to negotiate with Consultant to provide additional services. The additional services will implement the development of various ordinances, ordinance amendments, policies, programs, and mechanisms identified in the existing Policies and Objectives. These include, but are not limited to: Sphere of Influence general plan and zoning designations and their mapping; development of a housing rehabilitation program; City Landmark and Historic Preservation ordinance preparation; development of a vacant land inventory, housing production and rehabilitation computerized system with associated mapping; amendment of the density bonus ordinance; amendment of the zoning ordinance to address homeless, transitional, and supportive housing; preparation of an apartment to condominium conversion ordinance; ordinance amendment to address the requirement of stipulating percentages of 3 and 4 bedroom

residential units to be contained within multi-family housing projects; the preparation of a mobile home park conversion ordinance; and, where appropriate, the preparation of mapping to be integrated into the City's graphic information system mapping database. Further, revised CEQA Guidelines were issued by the Governor's Office of Planning and Research on April 13, 2009 identifying the requirement to address climate change and related energy issues which previously were not known at the time the Request for Proposal was issued calling for submission of proposals by March 6, 2009.

Services and Documents to be provided by the City of Corning

The City of Corning will provide the following documents and services to the consultant as requested:

- Copies of City and County reports, materials, maps, and data bases in the City's possession relevant to preparing the Housing Element update;
- Access to the City's GIS & Arc View info for use in the preparation of the Housing Element only;
- Meet with the consultant during project initiation, at project public meetings and at such other times as is necessary;
- Plan, schedule, host, notice, and publicize all public meetings;
- Provide staff reports for Planning Commission and City Council meetings;
- Prepare all resolutions and findings;
- File and distribute all legal notices and documents as required by State Planning Law and California Environmental Quality Act;
- Cover all mailing and publication costs;
- Initiate amendments and revisions to regulations, policies, and standards to resolve inconsistencies noted by the consultant.
- Conduct Senate Bill 18 consultation

Completion Schedule

The updated Housing Element is scheduled be completed before August 31, 2009 with adoption occurring either in August of September 2009. Completion means the City has received written confirmation of affirmative substantial compliance from the State Department of Housing and Community Development.

11.3 EXHIBIT C - FEE SCHEDULE

Consultant will prepare the initial Housing Element services identified in **EXHIBIT B** for a fee of \$28,800 (Twenty-Eight Thousand and Eight-Hundred Dollars) based on an hourly rate of \$120.00 (One Hundred and Twenty Dollars) per hour for Eihnard Diaz as Principal Planner, \$90.00 (Ninety Dollars) per hour for the GIS Specialist, and \$60.00 (Sixty Dollars) for the Administrative Assistant. Consultant will also provide the **Additional Services and Documents** identified in **EXHIBIT B** for a fee of \$10,000 (Ten Thousand Dollars) based on the above identified hourly rates.

Printing of the Administrative Draft and Draft Housing Element and CEQA Initial Study for public and agency distribution, aside from two copies, will be a cost borne by the City. Additional public meetings, workshops, or hearings will be on a time and materials basis. Meeting and coordination with City Staff throughout the process is included in the fee.

Consultant shall submit itemized monthly invoices to City at the address listed below. City shall make payment within 30 days of receipt of Consultant's statement.

John Stoufer, Planning Director
City of Corning
794 3rd Street
Corning, CA 96021

11.4 - EXHIBIT D - INSURANCE

Contractor shall obtain and maintain continuously comprehensive general liability insurance and or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000.00 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability here applicable.

All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall include the City of Corning, their elected and appointed officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior-notice certain to the City.

Contractor shall provide the City a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If contractor has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractors employees and partners.