



**CITY OF CORNING  
CLOSED SESSION AGENDA  
TUESDAY, AUGUST 25, 2015  
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. ADJOURN TO CLOSED SESSION: 6:00 p.m.**

- 1. CONFERENCE WITH LABOR NEGOTIATING AGENT: CITY MANAGER (Municipal Code Chapter 2.44 § 2.44.070(P), PURSUANT TO SECTION 54957.6: Management, Dispatch, Public Safety and Miscellaneous Units**

**E. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION: 6:30 p.m.**

**F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL: 6:30 p.m.**

**POSTED: FRIDAY, AUGUST 21, 2015**



**CITY OF CORNING  
CITY COUNCIL AGENDA  
TUESDAY, AUGUST 25, 2015  
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**

**Mayor:**

**Gary Strack**

**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. Presentation of the Tehama County Regional Transportation Plan (RTPA) by Tehama County Senior Transportation Planner Adam Hansen.

**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.**

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 following City Council Meeting Minutes with any necessary corrections:

a) July 28, 2015; and

b) August 11, 2015

4. August 19, 2015 Claim Warrant - \$151,070.89.

5. August 19, 2015 Business License Report.

6. Approve partial refund of Use Permit Application Fees for Use Permit Application 2015-275.

7. Approve Partial Payment Estimate No. 2 in the amount of \$349,053.93 to Stimpel-Wiebelhaus for the 2015 CDBG Street Paving Project.

8. Authorize Public Works Director to seek Bids for Tree Trimming Services in primarily the southeast quadrant of the City.

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

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

9. **Accept California State Lands Commission General Lease No. 8076.9 for Public Agency Use regarding Sacramento River Bank protection at the Wastewater Treatment Plant Outfall.**
10. **Approve the Adolescent Diversion Program Coordinator Agreement with Tara Cory that is funded by the Byrne Criminal Justice Innovation Program Grant.**

**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, AUGUST 21, 2015**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, JULY 28, 2015  
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.**

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

All members of the City Council were present. Councilor Linnet opted to not attend the Closed Session.

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:**

Ross Turner and Susan Price both inquired as to the legalities of discussing the recruitment for the Police Chief, Building Official and Senior Accounting Technician positions in Closed Session. City Attorney Jody Burgess verified that in fact it was legal to discuss these positions in Closed Session. City Manager Brewer stated that his intention is to acquaint Council with his recruitment plans not seek their guidance. Both stated their hope that Council would only discuss recruitment for City Manager in Closed Session.

Councilor Linnet clarified exactly what could be discussed in a Closed Session and whether any of that discussion could be stated outside of the Closed Session. Mayor Strack stated that they would also be discussing the recruitment plans and schedule for hiring a City Manager in the Closed Session. Councilor Linnet stated that he did not want to attend the Closed Session if they would be discussing the other three positions.

Councilor Linnet abstained from the Closed Session.

**D. REGULAR AGENDA:**

**1. PUBLIC EMPLOYMENT:**

**Pursuant to Section 54957(b)(1) of the California Government Code:**

**Public Employment - Recruitment for the following positions:**

**City Manager; Police Chief; Building Official; and Senior Accounting Technician.**

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

Mayor Strack reported that Council met in Closed Session and discussed the recruitment of the City Manager, Police Chief, Building Official, and Senior Accounting Technician which will all become vacant by the end of the year. It was decided that the City Manager position would be through an open recruitment; the Police Chief would be a filled via a promotional in house recruitment to start with; the Senior Accounting Technician will be filled via open recruitment; and the Building Official the City is going to look at open recruitment and possibly via Contract as currently there is no one on Staff qualified for this position.

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**Lisa M. Linnet, City Clerk**

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**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, JULY 28, 2015  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**A. CALL TO ORDER: 6:40 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.**

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: None.**

**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.**

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the July 14, 2015 City Council Meeting with any necessary corrections: Pulled from this Agenda...these Minutes will be provided for approval at the August 11, 2015 City Council Meeting.**
- 3. July 22, 2015 Claim Warrant - \$289,292.01.**
- 4. July 22, 2015 Business License Report.**
- 5. Adopt Resolution 07-28-2015-05 waiving the notification requirements per Government Code Sections for former County Court Building at 720 Hoag Street.**

**6. Waive Recreational Use Fees for the 7<sup>th</sup> Annual Tucker Mesker Memorial Scholarship Softball Tournament Fundraiser on August 7<sup>th</sup> – 9<sup>th</sup>, 2015.**

Ross Turner requested to pull Consent Item #5 for explanation of what the Council is asked to waive.

Councilor Smith moved to approve Consent Items 1-4 and 6; Councilor Dickison seconded the motion.

**Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

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

**5. Adopt Resolution 07-28-2015-05 waiving the notification requirements per Government Code Sections for former County Court Building at 720 Hoag Street.**

Following a brief explanation by City Manager Brewer of the proposed waiver of the 60 day review period, Councilor Dickison moved to adopt Resolution 07-28-2015-05, a Resolution waiving notification requirements per Government Code Sections 25351 and 65402 as they relate to subleasing the former County Courts Building located at 720 Hoag Street. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**I. PUBLIC HEARINGS AND MEETINGS:**

**7. Adopt Resolution No. 07-28-2015-01, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$63.08 for the City of Corning Lighting and Landscape District 1, Zone 1.**

Mayor Strack opened the Public Hearing. Receiving no comments, the Mayor closed the Public Hearing. Councilor Cardenas moved to approve the Engineers Report that no increases are recommended and adopt Resolution 07-28-2015-01 setting the Fiscal Year 2015/2016 Assessment at \$63.08 per Parcel for Landscaping and Lighting District 1, Zone 1. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**8. Adopt Resolution No. 07-28-2015-02, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$142.10 for the City of Corning Lighting and Landscape District 1, Zone 3.**

Mayor Strack opened the Public Hearing. Receiving no comments, the Mayor closed the Public Hearing. Councilor Linnet moved to approve the Engineers Report and adopt Resolution 07-28-2015-02 setting the Fiscal Year 2015/2016 Assessment at \$142.10 per Parcel for Landscape and Lighting District 1, Zone 3. Councilor Cardenas seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**9. Adopt Resolution No. 07-28-2015-03, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$4,772.90 for the City of Corning Lighting and Landscape District 1, Zone 4.**

Mayor Strack opened the Public Hearing. Receiving no comments, the Mayor closed the Public Hearing. Councilor Dickison moved to approve the Engineers Report and adopt Resolution 07-28-2015-03 setting the Fiscal Year 2015/2016 Assessment at \$4,772.90 per Parcel for Landscape and Lighting District 1, Zone 4. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**J. REGULAR AGENDA:**

**10. Adopt Resolution 07-28-2015-04 Establishing the Fiscal Year 2015-2016 Appropriations Limit for the City of Corning.**

Following a brief report by the City Manager, Councilor Cardenas moved for the Mayor and Council to receive the Report from the City Auditor and adopt Resolution 07-28-2015-04 establishing an Appropriations Limit for the City of Corning General Fund for Fiscal Year 2015-2016 in the amount of \$11,819,203. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**11. Adopt Resolution 07-28-2015-06 and approve the 2015-2016 Program of Services and Annual City Budget.**

City Manager John Brewer presented and explained the proposed Budget. He stated that attached are the amended pages previously discussed by the Council at previous meetings.

Councilor Linnet addressed the City Management stating that it looks like we are going to pass this irresponsible Budget. He stated that the Public Works Director does not need to purchase a new vehicle, Police Chief, we are in 2015 now, and vehicles last for 200-250,000 miles, not 100,000...so you do not need to buy a new car. Fire Chief, thank you for offering to give back your Capital Improvement Funds however it looks like we are not going to take it, but I do thank you for trying to help get us to a balanced Budget which is what we should be signing every year.

Councilor Smith moved to adopt Resolution 07-28-2015-06 setting the Appropriation and Expenditure Limits for all City funds to implement the 2015-2016 Program of Service and Annual Budget. Councilor Cardenas seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent/Abstain: None. Oppose: Linnet. Motion was carried by a 4-1 vote with Linnet opposing.**

**12. Approve modification to the Police Chief Job Description relating to Post Certifications.**

City Manager Brewer provided a brief explanation of this request. Following a brief discussion, Councilor Cardenas moved to revise the "Other Requirements" section of the Police Chief Job Description to state:

1. Must possess a California Driver's License and have a satisfactory driving record; and
2. Must possess or have the ability to obtain Management, Supervisory and Advanced Certificates issued by the Commission on Peace Officer Standards and testing.

Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**13. Approve Agreement between the City and County of Tehama for contribution and expenditure of certain FY 2015 Board of State and Community Corrections, Edward Byrne Justice Assistance Grant (JAG) for the Adolescent Diversion Program (ADP) in the amount of \$40,000.**

Following a brief explanation of this Agreement and funding by City Attorney Jody Burgess and Councilor Cardenas, Councilor Smith moved that Mayor and Council approve the attached Agreement with the understanding that the County must hereafter take the same Agreement to its Board of Supervisors for approval. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

**14. Approve the purchase and installation of Emergency 911 Equipment for the Fire Department Dispatch. (Continued from the July 14, 2015 Meeting.)**

Audience member Susan Price, Chief Spannuas and Councilor Linnet all spoke in favor of approving the purchase and installation of the Emergency 911 Equipment for the Fire Department Dispatch. Mayor Strack and Councilors Cardenas, Dickison, and Smith all stated their preference in waiting until the Budget Ad Hoc Committee concludes their research stating the City has time to await this information before proceeding.

Councilor Cardenas moved for Mayor and Council to table the selection of AT&T as the 911 Vendor and any action to authorize the Department to proceed with the purchase and installation of the Emergency 911 Equipment to be delayed until Council can consider the comments and suggested direction of the Advisory Committee on the General Fund Budgetary Matters. Councilor Dickison seconded the motion. Mayor Strack asked that the motion include a stipulation that this be brought back to the Council for a decision in January (Councilor Cardenas amended his motion to include the stipulation that this item be brought back to the Council in January 2016 for a decision). **Ayes: Strack, Dickison, Cardenas and Smith. Absent/Abstain: None. Oppose: Linnet. Motion was carried by a 4-1 vote with Linnet opposing.**

**16. Appoint AD Hoc Committee for City Manager Recruitment and Selection Process.**

Susan Price stated her belief that all five of the Council should participate on this Committee rather than appointing a two person Ad Hoc Committee. She also stated that she believes that the recruitment time limit is compressed. Mayor Strack stated that the entire 5 Council Members would participate in the applicant selection.

Mayor Strack appointed himself and Chief Cardenas to the Ad Hoc Committee to review and check applicant information.

**17. Approve Contract Change Order No. 2 in the amount of \$9,776.15, increasing the Contract cost to \$447,710.27; and approve Partial Payment Estimate No. 1 in the amount of \$96,172.34 to Stimpel-Wiebelhaus for the 2015 CDBG Street Paving Project.**

Mayor Strack asked a question regarding the striping in front of Les Swab, should that particular block be painted rather than thermo-plastic? City Engineer Ed Anderson responded stating that we are not talking much cost to change this when the Streetscape Project is completed.

Councilor Cardenas moved to approve Contract Change Order No. 2 increasing the Contract amount by \$9,776.15 for a total contract amount of \$447,710.27; approve Partial Payment Estimate No. 1 in the amount of \$96,172.34; retain the 5% Contract Retention of \$4,808.61; and issue payment in the amount of \$91,363.73 to Stimpel-Wiebelhaus Associates for the 2015 CDBG Street Paving Project. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Oppose: None. Motion was carried by a 5-0 vote.**

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

An audience member requested, in the interest of conserving water, could the fountain in the hallway be repaired; this was noted by City Manager Brewer.

**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 the July 16<sup>th</sup> Tripartite Board Meeting.

**Linnet:** Reported on the JPA 2 Meeting and stated that the graffiti tagging has picked up.

**Cardenas:** Provided an update on the Rodgers Theatre...they have received the plans to expand the stage and will be starting the demolition of part of the stage and begin the expansion. They have also received the basic plans for the loge area and hope to have it possibly available for the Hometown Christmas. He also stated that the State Theater has donated their old sound system and their old counter. Councilor Dickison reported that the foundation also received a grant from the Tehama County Arts Council which will fund the purchase of chairs. It was also stated that tickets will be sold for a bike to be awarded at the Olive Festival.

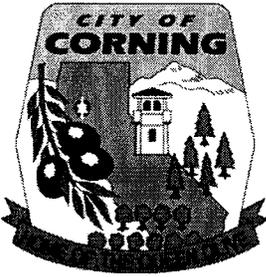
**Smith:** Reported on the Ice Cream Social held at the Senior Center.

**Strack:** Stated he would be attending a Transportation Meeting on July 30<sup>th</sup>.

**N. ADJOURNMENT!: 7:35 p.m.**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, AUGUST 11 2015  
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 were present except Councilman Linnet was on a fire.

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

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

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

- 1. Proclamation – August 21<sup>st</sup> – 22<sup>nd</sup>, 2015 as Olive Festival Week in the City of Corning.**

Mayor Strack presented the Proclamation to Chamber of Commerce Manager Valanne Cardenas. Mrs. Cardenas briefed the Council on the upcoming Olive Festival events and timeline. She invited everyone to attend.

**F. BUSINESS FROM THE FLOOR:**

**Ross Turner:** Having sat through the preceding General Fund AdHoc Committee Meeting, I believe the elephant in the room facing the Committee is cash flow, because we have nine potential employees of the City who, although they are not on any thin ice at this time, their jobs are potentially in jeopardy due to the future finances of the City. He stated that between \$300,000 to \$400,000 is gradually being extracted from the City's Reserves to keep the City in the financial status that it currently is. We are facing potentially another downturn in the economy, referring to the new Pilot Truck Terminal being constructed in Orland. He then asked whether the City, or the Chamber of Commerce, had tried to lobby the facility to locate here. Mayor Strack responded stating that Pilot did not want to leave when they got involved in the situation resulting in the sale to Loves. Mayor Strack also stated development concerns regarding prohibitive costs involved to install services such as water/sewer to adjacent properties within the City located west of the Freeway.

Mr. Turner concluded by stating that the well is only going to be there so long to extract from and provide additional funding to the City.

**G. CONSENT AGENDA:**

- 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 July 14, 2015 City Council Meeting with any necessary corrections:**
- 4. August 6, 2015 Claim Warrant - \$296,909.13.**
- 5. August 6, 2015, 2015 Business License Report.**
- 6. July 2015 Wages and Salaries: \$365,293.12.**
- 7. July 2015 Building Permit Valuation Report: \$180,006.**

**8. July 2015 Treasurer's Report.**

**9. July 2015 City of Corning Wastewater Operations Summary Report.**

**10. Approve recommendation of Douglas Hatley Jr. for appointment to the City Planning Commission.**

Mayor Strack stated he wished to pull Item 10 for further discussion.

Councilor Dickison moved to approve Consent Items 2-9. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Oppose/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

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

**10. Approve recommendation of Douglas Hatley Jr. for appointment to the City Planning Commission.**

Mayor Strack announced that Mr. Hatley was present in the audience and had him stand up. He then stated that Doug had previously served on the Commission and enjoyed it however, his two year work relocation made it necessary for him to resign. Mayor Strack stated that is no longer an issue and he now recommends his appointment to fill the vacant seat formerly held by Ryan Reilly.

Councilor Smith moved to appoint Douglas Hatley Jr. to the Planning Commission effective immediately to complete the term of the late Ryan Reilly which is to expire on June 30, 2017. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Oppose/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

**I. REGULAR AGENDA:**

**11. Informational Presentation regarding proposed Groundwater Management Agency and Sustainable Groundwater Plan.** City Manager John Brewer introduced Mr. Ryan Teubert, County Flood Control & Water Resources Manager who provided an information presentation on the proposed Groundwater Management Agency and Sustainable Groundwater Plan. He briefed the Council on the proposed Plan components, requirements, participants/Board, and possible agreements/participation with neighboring Counties.

Following the presentation and subsequent questions, Councilor Dickison moved to concur with the governance structure proposed on the attached document (that was presented with the Staff Report). Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Oppose/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

**12. Authorize Director of Public Works to solicit Bids for the Downtown Solano Street Streetscape Project.**

Councilor Cardenas confirmed that the project will go all the way to West Street and that we will not be repaving the portion that was just completed with the CDBG Street Paving Project.

Councilor Cardenas moved that Mayor and Council Members authorize Staff to solicit Bids for the Downtown Solano Street Streetscape Project. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Oppose/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.** Mayor Strack confirmed the project timeline with the City Engineer/Public Works Director; it will take 270 days from project beginning date to complete if there are no problems.

Jerry Lequia asked if there was any way to get the businesses to upgrade their awnings or paint their buildings prior to the start of this project. He stated it would be a shame to beautify the Streets when the properties look so bad. He was informed that those are private property, the City at one time had a Façade Loan Program available, however few businesses participated in the Program.

**13. Authorize purchase of Soccer Goals for Lennox Fields from Fund No. 355; Bedroom Tax.**

Public Works Director Dawn Grine briefed the Council on the cost, size and number needed. She stated that the costs presented are for goals with brackets and nets at a total cost of \$6,270.51 plus \$500 for contingency and explained why Staff is recommending this quote (next to lowest) over the lowest quote provided.

Councilor Smith moved to authorize the purchase of soccer goals from Soccer.com for a cost of \$6,270.51; authorize approved purchase of soccer goals as an expenditure from Fund 355, Bedroom Tax; and authorize an amount of \$500 for contingency from Fund 355 Bedroom tax. Councilor Cardenas seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Oppose/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

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

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

**L. 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 her attendance at the Groundwater Sustainability Meeting & Transportation Commission Meeting and announced she will be attending the LAFCO Meeting tomorrow.

**Linnet:** Absent

**Cardenas:** Reported on his attendance at the General Fund Ad-Hoc Committee Meeting prior to this meeting.

**Smith:** Stated that she had recently worked with Dot Linnet and SPEEDCO (supporters of the Make a Wish Foundation) on a presentation at SPEEDCO that was made today to a 16 year old boy battling a brain tumor. They granted his wish to take his family on a vacation...they will be going to the Bahamas.

**Strack:** Reported that he spoke with John about looking into purchasing another cordless microphone for the Staff table. He also reported he had attended the Tehama County Transportation Commission Meeting.

**M. ADJOURNMENT!: 7:26 p.m.**

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** August 19, 2015

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday August 25, 2015 Council Meeting

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PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 08-12-15	\$	23,671.56
B.	Cash Disbursements	Ending 08-18-15	\$	76,856.81
C.	Payroll Disbursements	Ending 08-17-15	\$	48,980.64
D.	Cash Disbursements	Ending 08-19-15	\$	1,561.88

**GRAND TOTAL**      \$ 151,070.89

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-15 Bank Account.: 1020

REPORT.: Aug 12 15 Wednesday  
 RUN.: Aug 12 15 Time: 14:36  
 Run By.: LORI

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020707	08/07/15	MAI00	MAIRE & BURGESS	-5525.00	.00	-5525.00	000B50801u	Ck# 020707 Reversed
020754	08/06/15	EDD02	EMPLOYMENT DEVELOPMENT	3979.00	.00	3979.00	150723	UNEMPLOYMENT INS-GEN CITY
020755	08/06/15	BRA03	BRASIER, DEL	80.59	.00	80.59	150806	PANTS REIMBURSEMENT-PW AD
020756	08/07/15	BUR05	BURGESS & BOGENER, INC.	5525.00	.00	5525.00	150803	CONSULTING SVCS-LGL SVCS
020757	08/10/15	PET03	PETTY CASH	221.42	.00	221.42	150807	PETTY CASH-
020758	08/11/15	BOR00	BORER, NATHANIEL	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020759	08/11/15	COF02	COFFEY, ZACHARY RICHARD	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020760	08/11/15	FEA02	FEARS, GATES JACQUELINE	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020761	08/11/15	GR108	GRINE, SARAH ASHLEY	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020762	08/11/15	HEA04	HEALEY, TARA JENSEN	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020763	08/11/15	IRO00	IRONS, PHADIE	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020764	08/11/15	MCC09	MCCOY, CAITLIN NICOLE	225.00	.00	225.00	15-0811	REIMB FOR LIFEGUARD CERT-
020765	08/12/15	ACC00	ACCESS INFORMATION MANAGE	242.09	.00	242.09	1072244	EQUIP MAINT-GEN CITY
020766	08/12/15	ARA02	ARAMARK UNIFORM SERVICES	64.42	.00	64.42	3900215	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	3914696	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	3928931	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	3943394	MAT & SUPPLIES-BLD MAINT
				4.83	.00	4.83	LPC CHARG	MAT & SUPPLIES-FINANCE
			Check Total.....	262.51	.00	262.51		
020767	08/12/15	BAT01	BATTERIES PLUS	70.95	.00	70.95	311-10611	MAT & SUPPLIES-POLICE
020768	08/12/15	BEN01	BENBOW, W.B.	5871.68	.00	5871.68	00000350	WELL TELEMETRY-WTR CAP IM
020769	08/12/15	CAM02	FERGUSON ENTERPRISES INC.	51.47	.00	51.47	980344791	MAT & SUPPLIES-PARKS
020770	08/12/15	CAS08	CASCADE FIRE EQUIPMENT	430.58	.00	430.58	68446	EQUIP REPLAC-FIRE CAP REP
020771	08/12/15	CHE02	CHEM QUIP, INC.	600.20	.00	600.20	5392145	MAT & SUPPLIES-WTR
020772	08/12/15	COR11	CORNING SAFE & LOCK	50.00	.00	50.00	4682	MAT & SUPPLIES-PARKS
020773	08/12/15	COU05	COUTYARD BY MARRIOTT	536.75	.00	536.75	150812	TRAINING/ED-DISPATCH
020774	08/12/15	DEP12	DEPT OF JUSTICE	32.00	.00	32.00	111527	PROF SVCS-ACO

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-15 Bank Account.: 1020

REPORT.: Aug 12 15 Wednesday  
 RUN....: Aug 12 15 Time: 14:36  
 Run By.: LORI

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020775	08/12/15	EWI00	EWING	496.65	.00	496.65	1898151-A	MAT & SUPPLIES-PARKS
020776	08/12/15	GRA01	GRANDFLOW, INC	300.97	.00	300.97	132595	OFFICE SUPPLIES-FINANCE
				626.22	.00	626.22	132600	OFFICE SUPPLIES-FINANCE
			Check Total.....	927.19	.00	927.19		
020777	08/12/15	GRA02	GRAINGER, W.W., INC	86.84	.00	86.84	980949153	SMALL TOOLS-
				21.54	.00	21.54	981055675	MAT & SUPPLIES-SWR
			Check Total.....	108.38	.00	108.38		
020778	08/12/15	HOL04	HOLIDAY MARKET #32	16.72	.00	16.72	30321308/	MAT & SUPPLIES-
020779	08/12/15	JON02	R.C. JONES INSURANCE	4096.00	.00	4096.00	150804	LIABILITY INS-AIRPORT
020780	08/12/15	KELO3	KELLER SUPPLY COMPANY	405.01	.00	405.01	S00884315	MAT & SUPPLIES-POOL
020781	08/12/15	LAN07	LANGUAGE LINE SERVICES, I	.94	.00	.94	3639280	COMMUNICATIONS-DISPATCH
020782	08/12/15	MOR02	RAY MORGAN COMPANY	543.48	.00	543.48	981171	COMMUNICATIONS-
020783	08/12/15	OFF01	OFFICE DEPOT	121.58	.00	121.58	783907009	OFFICE SUPPLIES-POLICE
				359.02	.00	359.02	784708323	COMPUTER REPLAC-POLICE
			Check Total.....	480.60	.00	480.60		
020784	08/12/15	PRE06	PRECISION SURVEYING	250.00	.00	250.00	15-0804	MAT & SUPPLIES-PARKS
020785	08/12/15	RED12	REDDING FREIGHTLINER,	3.13	.00	3.13	F500251	VEH OP/MAINT-
				336.38	.00	336.38	F500274	VEH OP/MAINT-
			Check Total.....	339.51	.00	339.51		
020786	08/12/15	TEH15	TEHAMA CO SHERIFF'S DEPT	24.50	.00	24.50	150804	PROF SVCS-ACO
020787	08/12/15	THO01	THOMES CREEK ROCK CO	285.20	.00	285.20	150731	MAT & SUPPLIES-STR
020788	08/12/15	TRI02	TRI-COUNTY NEWSPAPERS	96.41	.00	96.41	1825	PLAN-TECH ASST-GEN PLAN U
				92.89	.00	92.89	182504	Print/Advert. City Clerk
			Check Total.....	189.30	.00	189.30		
020789	08/12/15	USA01	USA BLUE BOOK	430.34	.00	430.34	709013	WELL CHLORINATOR-WTR IMPR
020790	08/12/15	COU05	COUTYARD BY MARRIOTT	536.75	.00	536.75	150812A	TRAINING/ED-DISPATCH
020791	08/12/15	COU05	COUTYARD BY MARRIOTT	536.75	.00	536.75	150812B	TRAINING/ED-DISPATCH
			Cash Account Total.....	23671.56	.00	23671.56		
			Total Disbursements.....	23671.56	.00	23671.56		



Check Number	Check Date	Vendor Name	Vendor Number	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
020775	08/14/15	EWING	EWI00	-496.65	.00	-496.65	1898151-Au	Ck# 020775 Reversed	
020792	08/12/15	MOSHER, JEREMY	MOS03	77.80	.00	77.80	150812	PANTS REIMBURSEMENT-PW AD	
020793	08/13/15	BASSETT, RANDALL CRAIG	BAS02	66.00	.00	66.00	150813	Traing/Educ. PoliceService	
020794	08/14/15	AIRGAS USA, LLC	AIR00	67.52	.00	67.52	992914466	MAT & SUPPLIES-FIRE	
020795	08/14/15	EWING	EWI00	496.65	.00	496.65	151139	MAT & SUPPLIES-PARKS	
020796	08/14/15	GRAINGER, W.W., INC	GRA02	107.17	.00	107.17	981201424	MAT & SUPPLIES-SWR	
020797	08/14/15	HINDERLITER, DE LLAMAS &	HIN01	996.69	.00	996.69	0024131IN	PROF SVCS-FINANCE	
020798	08/14/15	LINCOLN AQUATICS, INC.	LIN01	774.64	.00	774.64	SI273055	MAT & SUPPLIES-POOL	
020799	08/14/15	PATERSON ELECTRIC, INC.	PAT02	2750.00	.00	2750.00	3928	DISPATCH REMODEL-POLICE	
				2041.68	.00	2041.68	3929	DISPATCH REMODEL-POLICE	
		Check Total.....		4791.68	.00	4791.68			
020800	08/14/15	QUILL CORPORATION	QUI02	100.13	.00	100.13	6609030	OFFICE SUPPLIES-FINANCE	
020801	08/18/15	ED ANDERSON	AND01	1387.50	.00	1387.50	15-0818	PROF SVCS-	
020802	08/18/15	ACI SPECIALTY BENEFITS	ACI01	336.96	.00	336.96	17063	WORKMENS COMP-GEN CITY	
020803	08/18/15	BASIC LABORATORY, INC	BAS01	126.00	.00	126.00	1507605	ProfServices Water Dept	
				126.00	.00	126.00	1507866	ProfServices Water Dept	
		Check Total.....		252.00	.00	252.00			
020804	08/18/15	CARREL'S OFFICE MACHINES	CAR12	5.22	.00	5.22	136384	MAT & SUPPLIES-LIBRARY	
020805	08/18/15	CHICO PRINTING	CHI08	585.02	.00	585.02	15548	SOLANO STR SCP-STR PROJ	
020806	08/18/15	COMPUTER LOGISTICS, INC	COM01	27.00	.00	27.00	65437	MACH EQUIP-SWR	
				28.00	.00	28.00	65438	COMMUNICATIONS-POLICE	
				850.00	.00	850.00	65511	COMMUNICATIONS-FIRE	
				2370.00	.00	2370.00	65512	EQUIP MAINT-	
				1449.00	.00	1449.00	65523	COMMUNICATIONS-POLICE	
				340.00	.00	340.00	65541	COMPUTER REPLAC-POLICE	
				2370.00	.00	2370.00	65673	EQUIP MAINT-	
				1698.00	.00	1698.00	65674	MACH EQUIP-SWR	
		Check Total.....		9132.00	.00	9132.00			
020807	08/18/15	COMCAST	COM06	31.56	.00	31.56	150809	COMMUNICATIONS-PW ADMIN	

REPORT.: Aug 18 15 Tuesday  
 RUN...: Aug 18 15 Time: 16:16  
 Run By.: IORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-15 Bank Account.: 1020

PAGE: 002  
 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
020808	08/18/15	COR11	CORNING SAFE & LOCK	13.92	.00	13.92	4688	MAT & SUPPLIES-PARKS
020809	08/18/15	COR13	CORNING VOLUNTEER FIRE	549.88	.00	549.88	150817	BLD MAINT-FIRE
020810	08/18/15	IMA01	IMAGE SALES, INC.	17.62	.00	17.62	0050499IN	MAT & SUPPLIES-POLICE
020811	08/18/15	JOB02	JOBEE, WAYNE	80.59	.00	80.59	150818	PANT REIMBURSEMENT-PW ADM
020812	08/18/15	MET06	METAGRAPHERICS	287.89	.00	287.89	M12581	SOLANO STR SCP-STR PROJ
020813	08/18/15	QUI02	QUILL CORPORATION	23.84	.00	23.84	6738364	OFFICE SUPPLIES-FINANCE
020814	08/18/15	SCH01	LES SCHWAB TIRE CENTER	710.28	.00	710.28	611001665	VEH OP/MAINT-ACO
020815	08/18/15	SEV00	SEVERN TRENT ENVIRONMENTA	52949.90	.00	52949.90	2080182	PROF SVCS-
				2811.00	.00	2811.00	2080244	PROF SVCS-WWTP
			Check Total.....	55760.90	.00	55760.90		
020816	08/18/15	STE06	STEVE'S TRACTOR & LANDSCA	400.00	.00	400.00	259371	WEED ABATEMENT-FIRE
				300.00	.00	300.00	259373	WEED ABATEMENT-FIRE
			Check Total.....	700.00	.00	700.00		
			Cash Account Total.....	76856.81	.00	76856.81		
			Total Disbursements.....	76856.81	.00	76856.81		
			Cash Account Total.....	.00	.00	.00		

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 08-15 Bank Account.: 1025

REPORT.: Aug 18 15 Tuesday  
 RUN.....: Aug 18 15 Time: 16:16  
 Run By.: LORI

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
6854	08/17/15	AME20	AMERICAN WEST BANK	1565.30	.00	1565.30	B50817	HSA DEDUCTIBLE
6855	08/17/15	BAN03	POLICE OFFICER ASSOC.	200.00	.00	200.00	B50817	POLICE OFFICER ASSOC
6856	08/17/15	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B50817	WITHHOLDING ORDER
6857	08/17/15	EDD01	EMPLOYMENT DEVELOPMENT	3794.31 1072.77	.00 .00	3794.31 1072.77	B50817 1B50817	STATE INCOME TAX SDI
Check Total.....:				4867.08	.00	4867.08		
6858	08/17/15	ICM01	ICMA RETIREMENT TRUST-457	3054.98 62.50	.00 .00	3054.98 62.50	B50817 1B50817	ICMA DEF. COMP ICMA DEF. COMP ER PD
Check Total.....:				3117.48	.00	3117.48		
6859	08/17/15	PERS1	PUBLIC EMPLOYEES RETIRE	32895.88	.00	32895.88	B50817	PERS PAYROLL REMITTANCE
6860	08/17/15	PERS4	Cal Pers 457 Def. Comp	2264.17 125.00	.00 .00	2264.17 125.00	B50817 1B50817	PERS DEF. COMP. PERS DEF. COMP. ER P
Check Total.....:				2389.17	.00	2389.17		
6861	08/17/15	TEH15	TEHAMA CO SHERIFF'S DEPT	427.82	.00	427.82	B50817	WAGEASN #2015000552
6862	08/17/15	VAL06	VALIC	2999.80 87.50	.00 .00	2999.80 87.50	B50817 1B50817	AIG VALIC P TAX AIG VALIC P TAX ER P
Check Total.....:				3087.30	.00	3087.30		
Cash Account Total.....:				48980.64	.00	48980.64		
Total Disbursements.....:				48980.64	.00	48980.64		

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REPORT.: Aug 19 15 Wednesday  
 RUN....: Aug 19 15 Time: 14:55  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-15 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
020817	08/19/15	ATT13	AT&T	751.04	.00	751.04	150811	COMMUNICATIONS-DISPATCH
020818	08/19/15	COR11	CORNING SAFE & LOCK	65.36	.00	65.36	4690	MAT & SUPPLIES-PARKS
020819	08/19/15	FEA03	FEATHER RIVER HOSPITAL	282.00	.00	282.00	68752658	PROF SVCS-POLICE
020820	08/19/15	HOL04	HOLIDAY MARKET #32	89.60	.00	89.60	226321208	MAT & SUPPLIES-POOL
				22.08	.00	22.08	58321108/	MAT & SUPPLIES-
			Check Total.....:	111.68	.00	111.68		
020821	08/19/15	PRD01	PR DIAMOND PRODUCTS, INC.	177.00	.00	177.00	0037747IN	MAT & SUPPLIES-STR
020822	08/19/15	WAR05	WARREN, DANA KARL	174.80	.00	174.80	150819	REC INSTRUCTOR-REC
			Cash Account Total.....:	1561.88	.00	1561.88		
			Total Disbursements.....:	1561.88	.00	1561.88		

Date.: Aug 19, 2015  
Time.: 11:58 am  
Run by: LORI

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
LORIEL'S DANCE STUDI	1415 SOLANO ST	CORNING, CA 96021	GARCIA	LORIEL EXERCISE MACHINES	08/06/15	(530) 736-5804

**ITEM NO.: G-6  
REFUND PARTIAL APPLICATION  
FEES FOR USE PERMIT  
APPLICATION 2015-275.**

**AUGUST 25, 2015**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**FROM: JOHN L. BREWER, AICP; CITY MANAGER  
JOHN STOUFER, PLANNING CONSULTANT**

*JS*  
*JS*

**BACKGROUND:**

On July 17, 2015 Kuldip Khinda submitted a Use Permit application to develop a gas station and convenience store at 3070 Hwy 99-W. The site is currently a vacant restaurant formerly known as the High Five Roadhouse. The project proposed to remove the existing restaurant and accessory buildings and replace them with new gas islands and convenience store, since the site is located within the Hwy. 99W Corridor Specific Plan a Use Permit was required to develop the site as proposed.

Staff had prepared a legal notice and sent it to the paper for publication when Mr. Khinda notified the Planning Department to put a hold on the project as he was exploring an alternative site across the Highway. The legal notice was not published in the paper and no additional staff time was spent processing the application.

On August 14, 2015 Mr. Khinda submitted a letter that he was no longer pursuing a Use Permit at either site and requested a refund of the \$850.00 application fee he had submitted.

**STAFF TIME EXPENDED:**

In all, Planning Consultant John Stoufer spent 3 hours reviewing the application, preparing a legal notice and this staff report. Mr. Stoufer's hourly rate as Planning Consultant is \$40.00 per hour, for a total \$120.00. Therefore, a refund of \$730.00 would be appropriate.

**RECOMMENDED ACTION:**

That the City Council:

- **APPROVE A PARTIAL REFUND FOR THE WITHDRAWN USE PERMIT 2015-275 APPLICATION FEES OF \$730.00 TO KULDIP KHINDA.**

**ATTACHMENTS:**

Refund request letter received August 14, 2015

**RECEIVED**

**AUG 14 2015**

**CITY OF CORNING**

Kuldip S. Khinda  
714 Walnut St.  
Red Bluff, CA 96080

**Sent via fax only @ (530) 824-2489**

**Attn: John Stoufer**  
City of Corning  
794 Third St.  
Corning, CA 96021

Dear John Stoufer:

**RE: CITY OF CORNING USE PERMIT REFUND**

I am writing you concerning the property located at 2985 Old Highway 99 West, Corning California, 96021.

Previously, a "Use Permit" was acquired by myself in the event of moving forward to purchase the above-referenced property. However, due to uncontrollable circumstances I am no longer moving forward with the purchase and would like ask for a refund for the purchase price of the "Use Permit" granted by the City of Corning.

If there is anything you would like to discuss, please feel free to contact me at (530) 200-0725.

Best Regards,

Kuldip S. Khinda

**ITEM NO.: G-7  
APPROVE PARTIAL PAYMENT ESTIMATE #2 IN THE  
AMOUNT OF \$349,053.93 TO STIMPEL-WIEBELHAUS  
FOR THE 2015 CDBG STREET PAVING PROJECT**

**AUGUST 25, 2015**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER   
DAWN GRINE, DIRECTOR OF PUBLIC WORKS  
ED ANDERSON, CITY ENGINEER**

**SUMMARY:**

Staff recommends that City Council approve Partial Payment No. 2 in the amount of \$349,053.93 to Stimpel-Wiebelhaus for the 2015 CDBG Street Paving Project. Progress Payment Estimate No. 2 is attached for Council review.

Original Construction Contract	\$ 452,485.00
CCO No. 1 (approved 6/9/15)	\$ (\$14,550.88)
<u>CCO No. 2 (approved 8/11/15)</u>	<u>\$ 9,776.15</u>
Adjusted Contract Amount	\$ 447,710.27

<u>PPE No. 1</u>	
Work Completed	\$ 96,172.34
Retention to be held (5%)	<u>\$ 4,808.61</u>
Total paid to Contractor	\$ 91,363.73

<u>PPE No. 2</u>	
Work Completed	\$ 349,053.93
Retention to be held (5%)	<u>\$ 17,452.25</u>
Total paid to Contractor	\$ 331,601.68

Remaining Contract Amount: \$2,484.00

A Notice of Completion has not been requested at this time pending a Contract Change Order that will be presented at the next City Council Meeting on September 8<sup>th</sup>. Contractor Stimpel-Wiebelhaus has requested that the City verify the square footage of the Third Street segment of this project as their use of product reflects an overage of asphalt product. Also, Bid Item A1.9, a Bid Item requiring the removal of sidewalk at the intersection of Third and Colusa Streets will be removed from the contract. Exact dollar amounts have not been established as of August 21<sup>st</sup>, but the City expects that the contract will increase by approximately \$10,000 an amount that will not exceed Council approved appropriation for this project.

**BACKGROUND:**

Contractor Stimpel-Wiebelhaus was awarded this project at the June 9, 2015 City Council Meeting. The base bid for this project included two city streets; The Base Bid includes a segment of Solano Street (west of the I-5 Freeway) and a second segment of Solano Street (between Toomes Avenue and West Street). Additive Bid No. 1 includes Third Street (between Solano Street and Blackburn Avenue) and Additive Bid No. 2 includes a segment of Solano Street that lies between West Street and 6<sup>th</sup> Street.

**RECOMMENDATION:**

**Mayor and Council:**

- 1. Approve Partial Payment Estimate No. 2 in the amount of \$349,053.93;**
- 2. Retain the 5% Contract Retention of \$17,452.25 and,**
- 3. Issue payment in the amount of \$331,601.68 to Stimpel-Wiebelhaus Associates for the 2015 CDBG Street Paving Project**

# Progress Estimate #2

Item		Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Stored Materials	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish
Bid Item No.	Description										
1	Clean asphalt cracks	1	\$2,686.00	\$2,686.00		1.00		\$0.00	\$2,686.00	100.0%	\$0.00
2	2" AC	9200	\$1.17	\$10,764.00		9200.00		\$0.00	\$10,764.00	100.0%	\$0.00
3	Grinding	36240	\$1.17	\$42,400.80	36240.00			\$42,400.80	\$42,400.80	100.0%	\$0.00
4	Paint centerline	650	\$0.69	\$448.50	650.00			\$448.50	\$448.50	100.0%	\$0.00
5	Paint fog line	1300	\$0.41	\$533.00	1300.00			\$533.00	\$533.00	100.0%	\$0.00
6	Paint ped x-walk	2	\$579.00	\$1,158.00	2.00			\$1,158.00	\$1,158.00	100.0%	\$0.00
7	Paint STOP	2	\$115.00	\$230.00	2.00			\$230.00	\$230.00	100.0%	\$0.00
8	Clean asphalt cracks	1	\$6,507.00	\$6,507.00		1.00		\$0.00	\$6,507.00	100.0%	\$0.00
9	2" AC	87660	\$1.14	\$99,932.40	87660.00			\$99,932.40	\$99,932.40	100.0%	\$0.00
10	Grinding	27300	\$0.54	\$14,742.00		27300.00		\$0.00	\$14,742.00	100.0%	\$0.00
11	Paint centerline	1550	\$0.69	\$1,069.50	1550.00			\$1,069.50	\$1,069.50	100.0%	\$0.00
12	Reflector buttons	62	\$6.95	\$430.90	62.00			\$430.90	\$430.90	100.0%	\$0.00
13	Paint skip line	3100	\$0.35	\$1,085.00	3100.00			\$1,085.00	\$1,085.00	100.0%	\$0.00
14	Paint ped x-walk	13	\$579.00	\$7,527.00	13.00			\$7,527.00	\$7,527.00	100.0%	\$0.00
15	Paint STOP	8	\$115.00	\$920.00	8.00			\$920.00	\$920.00	100.0%	\$0.00
16	Paint parking stall	23	\$35.00	\$805.00	23.00			\$805.00	\$805.00	100.0%	\$0.00
17	Warning buttons	30	\$7.00	\$210.00	30.00			\$210.00	\$210.00	100.0%	\$0.00
18	Curb & Gutter	5	\$2,644.00	\$13,220.00		5.00		\$0.00	\$13,220.00	100.0%	\$0.00
19	Sidewalk	622	\$9.62	\$5,983.64		622.00		\$0.00	\$5,983.64	100.0%	\$0.00
20	Truncated domes	192	\$39.31	\$7,547.52	38	153.60		\$1,509.50	\$7,547.52	100.0%	\$0.00
21	Valley gutter	30	\$70.43	\$2,112.90		30.00		\$0.00	\$2,112.90	100.0%	\$0.00
22	Traffic Control	1	\$14,475.84	\$14,475.84	0.50	0.50		\$7,237.92	\$14,475.84	100.0%	\$0.00
A1.1	Clean asphalt cracks	1	\$6,506.00	\$6,506.00		1.00		\$0.00	\$6,506.00	100.0%	\$0.00
A1.2	2" AC	96700	\$1.09	\$105,403.00	96700.00			\$105,403.00	\$105,403.00	100.0%	\$0.00
A1.3	Grinding	6420	\$0.45	\$2,889.00	6420.00			\$2,889.00	\$2,889.00	100.0%	\$0.00
A1.4	Paint centerline	2600	\$0.69	\$1,794.00	2600.00			\$1,794.00	\$1,794.00	100.0%	\$0.00

Owner: City of Corning      Period Covered: 7/24/15 through 8/19/15

Contractor: Stimpel-Wiebelhaus Associates, Inc.



**PARTIAL PAYMENT ESTIMATE**

2015 CDBG Street Paving Project

Partial Payment Estimate No. 2

OWNER:

City of Corning, CA

CONTRACTOR:

Stimpel-Wiebelhaus Associates

PERIOD OF ESTIMATE:

From: 7/24/2015 through 8/19/15

**CONTRACT CHANGE ORDER SUMMARY**

**ESTIMATE**

No.	Approval Date	Amount			
		Additions	Deductions		
#1	6/9/15			1. Original Contract	\$452,485.00
#2	8/11/15	\$9,776.15	(\$14,550.88)	2. Change Orders	(\$4,774.73)
				3. Revised Contract (1+2)	\$447,710.27
				4. Work Completed	\$445,226.27
				5. Stored Materials	\$0.00
				6. Subtotal (4+5)	\$445,226.72
				7. Retainage .....5%	\$22,261.31
				8. Previous Payments	\$91,363.73
				9. Amount Due (6-7-8)	\$331,601.68
	<b>TOTALS</b>	\$9,776.15	(\$14,550.88)		
<b>NET CHANGE</b>			(\$4,774.73)		

**CONTRACT TIME**

Original (days) 45

Revised:

Remaining: 0

On Schedule  Yes

No

Starting Date: 6/27/15

Projected Completion: 8/10/15

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: *Clayton Olad*

By: Stimpel-Wiebelhaus Associates

Date: 8/21/15

**ENGINEER'S CERTIFICATION:**

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

City Engineer: *J. E. (Ed) Anderson*

By: Ed Anderson

Date: August 20, 2015

**APPROVED BY OWNER:**

Owner \_\_\_\_\_

By: John L. Brewer, AICP; City Manager

Date \_\_\_\_\_

**ITEM NO: G-8  
AUTHORIZE STAFF TO SEEK PROPOSALS  
FOR THE PRUNING OF CITY STREET TREES**

**AUGUST 25, 2015**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER  
DAWN GRINE, DIRECTOR OF PUBLIC WORKS**



**SUMMARY:**

Staff requests Council authorization to seek bids for the pruning of city street trees for fiscal year 2015/16. The Public Works Department has identified approximately 850 city trees of various sizes and species. The majority of the trees to be trimmed is located in the City's southeast quadrant; that area east of the railroad tracks and south of Solano Street to the City Limits in both directions.

**BACKGROUND:**

Each year the Public Works Department requests Council approval to seek proposals for the pruning of city trees within the City Limits. In the fall of 2014 George Salinas Tree Preservation services trimmed the City Palm Trees. The 2015/2016 City Budget has allocated a total of \$30,000 to fund the pruning of city trees. The funding is budgeted under Tree Pruning/Public Works Streets 111-8002-3000.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE STAFF TO SEEK PROPOSALS FOR THE PRUNING OF CITY STREET TREES WITHIN THE CITY LIMITS LOCATED PRIMARILY IN THE SOUTHEAST QUADRANT OF THE CITY.**

## LEGAL NOTICE

### NOTICE OF REQUEST FOR BIDS FOR PRUNING CITY STREET TREES IN THE CITY OF CORNING

NOTICE IS HEREBY GIVEN that pursuant to the order of the City Council of the City of Corning, Request for Bids will be received by the City Clerk of the City of Corning at 794 Third Street, Corning, CA 96021 **until 10:00 a.m. on September 15, 2015** for the following:

- Pruning maintenance of approximately 850 street trees within the Corning City limits. (Bidding documents and specifications may be obtained at Corning City Hall located at 794 Third Street, Corning or can be found at the City of Corning Web Page: [www.corning.org](http://www.corning.org) listed under Public Information.)
- Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office. The successful bidder shall post a copy of such determination at the job site. The wage determination for this project will be 2015-1.
- A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Request for Proposals shall be submitted in sealed envelopes plainly marked on the outside **“SEALED BID – STREET TREE PRUNING - DO NOT OPEN”**. All Proposals submitted will be opened and read promptly following the 10:00 a.m. proposal closing period. Proposal results will be presented September 22, 2015 at the 6:30 p.m. Corning City Council meeting for award.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

The City of Corning reserves the right to reject any and all bids submitted, to waive any irregularity in the Request for Proposals, or in the event of identical proposals, be the sole judge of the individual/company to receive the contract.

Lisa M. Linnet  
City Clerk

PUBLISH: 8/27/15

**CITY OF CORNING  
SCOPE OF WORK AND SPECIFICATIONS FOR  
MAINTENANCE OF CITY STREET TREES**

**Scope of Work:**

Scope of work includes:

- Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- All lower branches and hanging branches shall be pruned to provide a minimum of 14 feet clearance over the street and a minimum of 8 feet clearance over the sidewalk.
- Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants

The area of work will encompass trees located within the City of Corning City Limits, for an estimated total of 850 trees. Each bidder shall be responsible for reviewing the areas to be bid and asking any questions of the Director of Public Works Dawn Grine at (530) 824-7025 before presenting their bid proposal for the work described.

**All bids shall be submitted to the City of Corning, 794 Third Street, Corning California, 96021 by 10:00 a.m. September 15, 2015 in an envelope clearly marked "SEALED BID – STREET TREE PRUNING - DO NOT OPEN". All bids submitted will be opened and read promptly following the 10:00 am bid closing. All proposals will be presented for award at the City Council meeting scheduled for September 22, 2015 at 6:30 pm.**

**Specifications:**

The primary location of trees to be pruned will be in the City's southeast quadrant, beginning east of the railroad tracks and south of Solano Street to the City Limits in both directions.

**Requirements of Bid:**

Bid recipient will be required to provide proof (copy) of Workers Compensation Insurance and Liability Insurance in the amount of \$1,000,000 listing the City of Corning as an Additional Insured on an Additional Insured Endorsement. This project also requires the payment of Prevailing Wages to ALL EMPLOYEES with the Certified Payroll Report being sent to City Hall on a weekly basis. Contractor shall also be responsible for the following:

- Obtaining a City of Corning Business License.
- Notifying residents three days prior to pruning work in their area.
- Sweep street, sidewalk and any lawn areas removing all wood chip debris and small branches.
- Clean all debris (tree trimmings, leaves, etc.) from work site. The City Woodwaste Dumpsite located west of town at the intersection of Rawson Road and Carona Avenue is no longer available to contractors. Contractor will be responsible for debris disposal.
- Work hours are from 7:00 a.m. to 6:00 p.m. Monday through Friday.
- Large wood from the pruning may be left at curbside upon residents request for their use (residents must be informed that it must be removed within two days of the pruning).
- Must provide own State Regulated road signage at each end of working site.

**CITY OF CORNING  
DEPARTMENT OF PUBLIC WORKS  
CORNING, CALIFORNIA**

**STREET TREE PRUNING  
SEALED PROPOSAL**

DATE: \_\_\_\_\_

The undersigned \_\_\_\_\_  
(Name of Company)

Request for proposals to provide services for the pruning of approximately 850 street trees within the City of Corning City Limits.

**PROPOSAL AMOUNT: \$ \_\_\_\_\_ PER TREE**

The price quoted herein is firm and is not subject to change.

The City of Corning reserves the right to reject any and all proposals submitted or to waive any irregularity. In the event of identical proposals, the City of Corning will be the sole judge of the Company to receive the proposal.

Formal proposals will be accepted at 794 Third Street, Corning, CA 96021 until **10:00 a.m. on September 15, 2015**. All proposals must be clearly marked "**SEALED BID – STREET TREE PRUNING - DO NOT OPEN.**"

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
California State Contractors  
License Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Director of Industrial Relations (DIR)  
Registration Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>b</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>h</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	29.09	6.84	10.10	2.63	0.41	0.22	8	49.29	63.835	63.835	78.38
Group 1; Group 1(B) <sup>e</sup>	28.39	6.84	10.10	2.63	0.41	0.22	8	48.59	62.785	62.785	76.98
Group 1 (A)	28.61	6.84	10.10	2.63	0.41	0.22	8	48.81	63.115	63.115	77.42
Group 1 (C)	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Group 1 (E)	28.94	6.84	10.10	2.63	0.41	0.22	8	49.14	63.61	63.61	78.08
Group 1 (F-1)	28.97	6.84	10.10	2.63	0.41	0.22	8	49.17	63.655	63.655	78.14
Group 1 (F-2)	27.99	6.84	10.10	2.63	0.41	0.22	8	48.19	62.185	62.185	76.18
Group 1 (G)	28.59	6.84	10.10	2.63	0.41	0.22	8	48.79	63.085	63.085	77.38
Group 2	28.24	6.84	10.10	2.63	0.41	0.22	8	48.44	62.56	62.56	76.68
Group 3; Group 3(A)	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62.41	62.41	76.48
Group 4; Group 6(B)	21.83	6.84	10.10	2.63	0.41	0.22	8	42.03	52.945 <sup>d</sup>	52.945 <sup>d</sup>	63.86 <sup>d</sup>
Group 6	29.35	6.84	10.10	2.63	0.41	0.22	8	49.55	64.225	64.225	78.90
Group 6 (A)	28.85	6.84	10.10	2.63	0.41	0.22	8	49.05	63.475	63.475	77.90
Group 6 (C)	28.26	6.84	10.10	2.63	0.41	0.22	8	48.46	62.59	62.59	76.72
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.70	6.84	10.10	2.63	0.41	0.22	8	39.90	49.75	49.75	59.60
Stage 2 (2 <sup>nd</sup> 6 months)	22.51	6.84	10.10	2.63	0.41	0.22	8	42.71	53.965	53.965	65.22
Stage 3 (3 <sup>rd</sup> 6 months)	25.33	6.84	10.10	2.63	0.41	0.22	8	45.53	58.195	58.195	70.86
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	28.09	6.84	10.10	2.63	0.41	0.22	8	48.29	62.335	62.335	76.38
Group 1; Group 1(B) <sup>e</sup>	27.39	6.84	10.10	2.63	0.41	0.22	8	47.59	61.285	61.285	74.98
Group 1 (A)	27.61	6.84	10.10	2.63	0.41	0.22	8	47.81	61.615	61.615	75.42
Group 1 (C)	27.44	6.84	10.10	2.63	0.41	0.22	8	47.64	61.36	61.36	75.08
Group 1 (E)	27.94	6.84	10.10	2.63	0.41	0.22	8	48.14	62.11	62.11	76.08
Group 1 (F-1)	27.97	6.84	10.10	2.63	0.41	0.22	8	48.17	62.155	62.155	76.14
Group 1 (F-2)	26.99	6.84	10.10	2.63	0.41	0.22	8	47.19	60.685	60.685	74.18
Group 2	27.24	6.84	10.10	2.63	0.41	0.22	8	47.44	61.06	61.06	74.68
Group 3; Group 3(A)	27.14	6.84	10.10	2.63	0.41	0.22	8	47.34	60.91	60.91	74.48
Group 4; Group 6(B)	20.83	6.84	10.10	2.63	0.41	0.22	8	41.03	51.445 <sup>d</sup>	51.445 <sup>d</sup>	61.86 <sup>d</sup>
Group 6	28.35	6.84	10.10	2.63	0.41	0.22	8	48.55	62.725	62.725	76.90
Group 6 (A)	27.85	6.84	10.10	2.63	0.41	0.22	8	48.05	61.975	61.975	75.90
Group 6 (C)	27.26	6.84	10.10	2.63	0.41	0.22	8	47.46	61.09	61.09	74.72
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.00	6.84	10.10	2.63	0.41	0.22	8	39.20	48.70	48.70	58.20
Stage 2 (2 <sup>nd</sup> 6 months)	21.71	6.84	10.10	2.63	0.41	0.22	8	41.91	52.765	52.765	63.62
Stage 3 (3 <sup>rd</sup> 6 months)	24.43	6.84	10.10	2.63	0.41	0.22	8	44.63	56.845	56.845	69.06

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

Project Advertisement  
Date: 8-27-15

DETERMINATION: NC-23-102-1-2015-1 and NC-23-102-1-2015-1A

**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINS AW  
CONCRETE DIAMOND CHAINS AW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
HYDRAULIC DRILLS  
CERTIFIED WELDER

**GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)**

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND 1/2 YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2  
RAM SET GUN AND STUD GUN  
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE  
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER  
ROTO AND DITCH WITCH  
ROTOTILLER  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B) - SEE GROUP 1 RATES**

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

**GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

**GROUP 1 (F-1)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (F-2)**

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUNEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER  
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)  
JACKING OF PIPE-UNDER 12 INCHES

**GROUP 3**

CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVEMENT MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

**GROUP 3 (A) - SEE GROUP 3 RATES**

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE:** AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B) - SEE GROUP 4 RATES**

GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 7**

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**ITEM NO.: J-9  
ACCEPT CALIFORNIA STATE LANDS  
COMMISSION GENERAL LEASE NO.  
8076.9 FOR PUBLIC AGENCY USE  
REGARDING SACRAMENTO RIVER  
BANK PROTECTION AT WWTP  
OUTFALL.**

**AUGUST 25, 2015**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER *JS*  
DAWN GRINE, DIRECTOR OF PUBLIC WORKS *DL*  
JODY BURGESS, CITY ATTORNEY**

**SUMMARY:**

Staff recommends the City Council accept the attached General Lease No. 8076.9 with the State Lands Commission (SLC). The Lease agreement is an extension of an existing lease that affects property along the right (west) bank of the Sacramento River and adjacent to the City Wastewater Treatment Plant Outfall structure. The document authorizes our continued use and maintenance (i.e. bank protection) of the property for a period of 25 years.

**BACKGROUND:**

The City of Corning currently has two separate Lease agreements with the SLC. Both affect property along the Sacramento River at our WWTP outfall that is south of Woodson Bridge.

Staff received a DRAFT copy of a "General Lease – Public Agency Use" (Lease No. PRC 8076.9) agreement from the California SLC. The Lease agreement authorizes the City to continue to use and to maintain the existing bank protection of an area adjacent to our WWTP outfall facilities along the Sacramento River. Refer to Exhibits "A" & "B" of the agreement.

There is a separate Lease Agreement for the continued use and maintenance of our existing effluent discharge pipeline with its attached diffusers. That Lease is not due to expire until January 31, 2025.

The agreement was considered and by the SLC at their August 19<sup>th</sup> meeting. Public Works Director Dawn Grine contacted Public Land Management Specialist Marlene Schroeder who stated that should Corning City Council desire to make changes that the Lease Agreement can be revisited by the Lands Commission.

**CITY ATTORNEY REVIEW:**

City Attorney Jody Burgess has reviewed the document and recommends no changes to the agreement. He originally had reservations regarding the absence of a "discharge right" within the agreement before you. However, his concerns were addressed when informed of the separate lease agreement that authorizes the City's right to discharge into the Sacramento River. Additionally, he recognized that changing a standard SLC agreement with the California State Lands Commission in this common/form agreement is unlikely.

**RECOMMENDATION:**

**Mayor and Council:**

- 1. Accept the General Lease No. 8076.9 for Public Agency Use, and**
- 2. Direct Staff to prepare the Lease for the Mayor's Signature**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 091-040-48, 091-030-72, and 091-030-73  
County: Tehama

### LEASE NO. PRC 8076.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map

### SECTION 1

#### BASIC PROVISIONS

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **CITY OF CORNING**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

**MAILING ADDRESS:** City of Corning  
794 Third Street  
Corning, CA 96021

**LEASE TYPE:** General Lease – Public Agency Use

**LAND TYPE:** Sovereign

**LOCATION:** Sacramento River, adjacent to Assessor's Parcel Numbers (APN) 091-040-48, 091-030-72, and 091-030-73 downstream of Woodson Bridge, near the city of Corning, Tehama County, as described in Exhibit A attached and by this reference made a part hereof.

**LAND USE OR PURPOSE:** Continued use and maintenance of existing bank protection.

**TERM:** 25 years; beginning March 20, 2014; ending March 19, 2039, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** Public use and benefit with the State reserving the right to fix a different rent during the lease term, as provided in the Lease.

**AUTHORIZED IMPROVEMENTS:**

**EXISTING:** Bank Protection

**TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY:** N/A

**AND BE COMPLETED BY:** N/A

**LIABILITY INSURANCE:** N/A

**SURETY BOND OR OTHER SECURITY:** N/A

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**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:**

1. Lessee acknowledges that the land described in Exhibit A of the Lease is subject to the Public Trust and is presently available to members of the public for recreational, waterborne commerce, navigation, fisheries, open space, or other recognized Public Trust uses and that Lessee's authorized activities and use of the Lease Premises shall not interfere or limit the Public Trust rights of the public.

## SECTION 3

### GENERAL PROVISIONS

#### 1. GENERAL

In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

#### 2. DEFINITIONS

For the purposes of this Lease, the following terms shall be defined as stated below:

“Additions” shall be defined as any use or Improvements other than those expressly authorized in this Lease.

“Alterations” shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.

“Breach” shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.

“Damages” shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term “Damages” also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

“Default” shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.

“Environmental Law” shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above.

“Hazardous Material” shall be defined as and include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, pollutant, or contaminant, under any Environmental Law.

“Improvements” shall be defined as any modification, alteration, addition, or removal of any material, and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises. Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

“Lease” shall be defined as this lease contract together with all amendments and exhibits.

“Lease Premises” shall be defined as the area of land, together with any improvements located thereon, the use and occupancy of which

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is authorized by this Lease.

"Lessor" shall be defined as the state of California, acting by and through the California State Lands Commission, including the Commissioners, their alternates and designates, the Executive Officer, and the staff of the California State Lands Commission.

"Regulatory Agency" shall include any Federal, State, County, Municipal, or Local agency having jurisdiction over the Lease Premises.

"Repairs" shall be defined as all work of any kind made to maintain, change, restore, strengthen, replace, alter, or otherwise affect any Improvement on the Lease Premises.

"Residence" shall be defined as any Improvement, whether permanent, movable, or temporary, or a portion thereof, which is for the time being a home or place of lodging. A Residence includes any Improvement affixed to the land such as trailers or cabins, built on a raised foundation such as stilts or pilings, and floating residences such as boats, barges, arks, and houseboats, and any combination of such Improvements which provide residential accommodations to the Lessee or others. "Residence" shall not include transitory, intermittent, recreational use of facilities such as campgrounds.

"Residential Use" shall be defined as Improvements such as, but not limited to, sundecks, and sunrooms which are extensions of, or additions to, the upland property and are not water-dependent uses. Although the various uses or Improvements which may fall under this definition may vary by geographic area, lease type, or other factors, it is the intention of the parties to include in this definition all uses and Improvements which are not water-dependent but residential in nature, or those uses and Improvements which are not consistent with common law public trust principles and values.

### 3. CONSIDERATION

#### (a) Absolute Triple Net Lease

This Lease is an absolute triple net lease, pursuant to which Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities and repairs or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

#### (b) Rent

Lessee agrees to pay Lessor rent as stated in this Lease, in annual installments, for the use and occupancy of the Lease Premises. The first installment shall be due on or before the beginning date of this Lease and all subsequent installments shall be due on or before each anniversary of its beginning date during each year of the Lease term, or as otherwise provided in this Lease. Said sums shall be paid in lawful money of the United States of America. Lessee shall send said rent to the mailing address of Lessor. Timeliness of receipt of remittances sent by mail shall be governed by the postmark date as stated in Government Code Section 11002. Invoices for rent due may be provided by Lessor as a courtesy. Lessor's failure to, or delinquency in, providing invoices shall neither excuse Lessee from paying rent, nor extend the time for paying rent.

#### (c) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides a greater notice period.

If the consideration for this Lease is based on a percentage of income, royalties, profits, or any similar business performance indicators, Lessee shall provide Lessor with financial statements and all other documents necessary to determine the relevant basis for income.

#### (d) Penalty and Interest

Any installments of rent accruing under this Lease not paid when due shall be subject to a delinquency charge equal to five percent (5%) of the principal sum due. Annual payments shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### (e) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the Lessor, at its sole discretion, determines that such action is in the best interest of the State. Lessee's assignment or transfer of this Lease pursuant to Section 3 Paragraph 11 below to any third party

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which results in royalties, profits, or any form of compensation, whether monetary or otherwise, shall give Lessor the right to reevaluate the requirements of this Lease as stated in Section 3 Paragraph 11. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that this Lease is converted to a monetary rental, whichever provides more notice.

**(f) Place for Payment of Rent**

All rent that becomes due and payable under this Lease shall be paid to Lessor in person or by United States mail at the Sacramento Offices of the California State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202, or at any other place or places that Lessor may designate by written notice to Lessee. Alternately, Lessee may contact Lessor's accounting department for Lessor's current practices for payment by credit card or electronic fund transfer.

**4. BOUNDARIES**

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary or title claims which may be asserted presently or in the future.

**5. LAND USE**

**(a) General**

(1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.

(2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

**(b) Continuous Use**

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration. Lessee's discontinuance of such use for a period of ninety (90) days shall be presumed to be an abandonment unless Lessee demonstrates to Lessor's satisfaction that Lessee's use of the Lease Premises is consistent with similarly situated properties. In the event of an abandonment, Lessor may elect to terminate the Lease as provided in Paragraph 12(a)(3). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

**(c) Repairs and Maintenance**

(1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.

(2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

(3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:

(i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and

(ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for

the Lessee's intended use; and

(iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.

(iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.

(4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

**(d) Additions, Alterations, and Removal**

No Improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Any Additions or Alterations are expressly prohibited. Lessee is also prohibited from any Additions or Alterations which cause a material change to the environmental impact on or around the Lease Premises.

**(e) Enjoyment**

This Lease is non-exclusive, and is subject to the provisions of Section 3, Paragraph 6 below. Lessee shall have the right to exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises.

**(f) Discrimination**

Lessee, in its use of the Lease Premises, shall not discriminate against any person or class of persons on any basis protected by federal, state, or local law, including: race, color, creed, religion, national origin, sex, sexual orientation, gender identity, age, marital/parental status, veteran status, or disability.

**(g) Residential Use**

Unless otherwise provided for in this Lease, no portion of the Lease Premises shall be used as a location for a Residence, for the purpose of mooring or maintaining a structure which is used as a Residence, or for Residential Uses.

**(h) Commercial Use**

Unless otherwise provided for in this Lease, the Lease Premises is to be used by Lessee and Lessee's invitees or guests only. Use of the Lease Premises for commercial purposes; conducting a business, whether for profit or otherwise; and any subleasing, rental, or any transaction whereby Lessee directly or indirectly receives compensation from a third party in exchange for use of the Lease Premises shall constitute an immediate Default of this lease with no cure period.

**6. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

**(a) Reservations**

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**(b) Encumbrances**

The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

**7. RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from other Regulatory Agencies.

**(c) Taxes**

(1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.

(2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.

(3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.

(4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

**8. INDEMNITY**

(a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.

(b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.

(c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.

(d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to

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this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

(e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

#### 9. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.

(b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

#### 10. SURETY BOND

(a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides more notice.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

#### 11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.

(2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give not less than 90 days' prior written notice to Lessor;

(2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

(6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions imposed by a separately negotiated encumbering agreement.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during Lessee's tenancy.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

(i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

## 12. DEFAULT AND REMEDIES

### (a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a Default of this Lease:

- (1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or
- (3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or
- (5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or
- (6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.
- (7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

### (d) Remedies

In the event of a Default by Lessee and Lessee's failure to cure such Default if such a cure period is applicable, Lessor may at any time and with or without notice do any one or more of the following in addition to any rights or remedies permitted by law:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; or
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary Repair, renovation, alteration, remediation, or removal of Improvements; or
- (3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or

(4) Exercise any other right or remedy which Lessor may have at law or equity.

**(e) Determination of Rental Value**

If rent under this Lease is calculated as a percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

**(f) Waiver of Rights**

The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted.

**13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS**

**(a) Restoration of Lease Premises**

(1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee actually constructed or placed the Improvements on the Lease Premises; or Lessor, at its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.

(2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.

(3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.

(4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.

(5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

**(b) Environmental Matters**

**(1) Lessee's Obligations:**

(i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not manufacture or generate or store Hazardous Material on the Lease Premises unless specifically authorized under other terms of this Lease.

(ii) Lessee shall practice conservation of water, energy, and other natural resources.

(iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.

(2) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved

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by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.

(3) Environmental Indemnity.

Lessee shall indemnify, defend, and hold Lessor and Lessor's, officer, appointees, volunteers, employees, agents, successors and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during the Lessee's tenancy. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.

(4) Violation of this section shall constitute grounds for termination of the Lease. Lessor, shall notify Lessee when, in Lessor's opinion, Lessee has violated the provisions of this section. Lessee shall immediately discontinue the conduct and respond within five (5) business days. Lessee shall take all measures necessary to remedy the condition.

**14. QUITCLAIM**

Lessee shall, upon the early termination of this Lease and at Lessor's request, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

**15. HOLDING-OVER**

(a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.

(b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy

(c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

**16. ADDITIONAL PROVISIONS**

(a) Waiver

(1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect, Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

**(b) Time**

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

**(c) Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

**(d) Consent**

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

**(e) Changes**

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

**(f) Successors**

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

**(g) Joint and Several Obligation**

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

**(h) Captions**

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

**(i) Severability**

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

**(j) Representations**

Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

**(k) Gender and Plurality**

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

**(l) Survival of Certain Covenants**

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

**(m) Counterparts**

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

**(n) Delegation of Authority**

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.



**EXHIBIT A**

**PRC 8076.9**

**LAND DESCRIPTION**

All those submerged lands lying adjacent to Lot 3 of Section 28, T24N, R3W, M.D.B.&M., as shown on Official Government Township Plat approved February 8, 1869, County of Tehama, State of California, more particularly described as follows:

All those lands underlying an existing rip-rap shore protection structure lying adjacent to those parcels described in Grant Deeds recorded June 30, 2014 as Document Number 2014006930 and October 29, 2010 as Document Number 2010012700 in Official Records of said County.

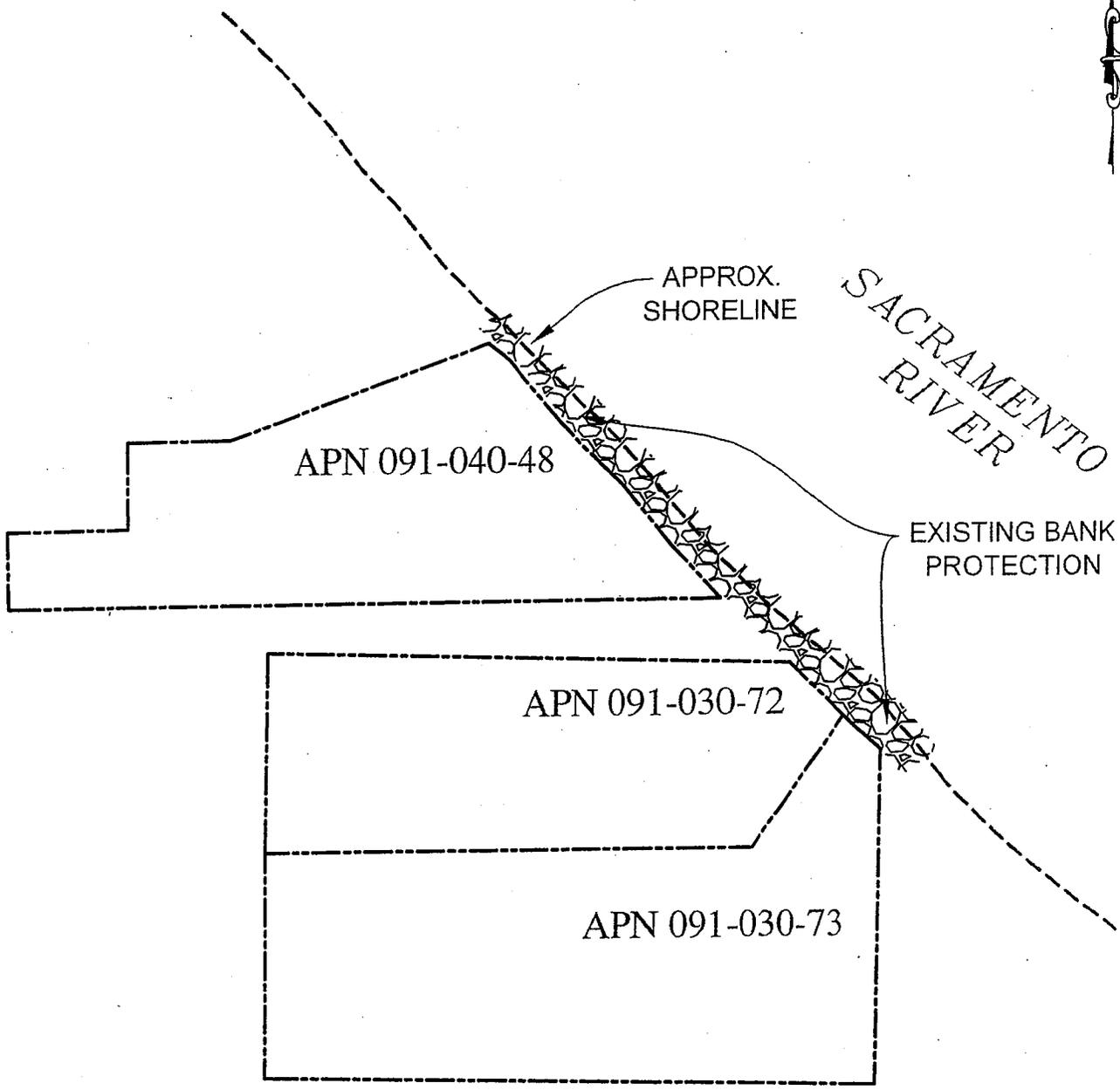
EXCEPTING THEREFROM any portion lying landward of the ordinary low water mark of the right bank of the Sacramento River.

Accompanying plat is hereby made part of this description.

**END OF DESCRIPTION**

Prepared 04/20/2015 by the California State Lands Commission Boundary Unit.





**EXHIBIT A**



NO SCALE

**SITE**

APPROX.  
SHORELINE

SACRAMENTO  
RIVER



APN 091-040-48

EXISTING BANK  
PROTECTION

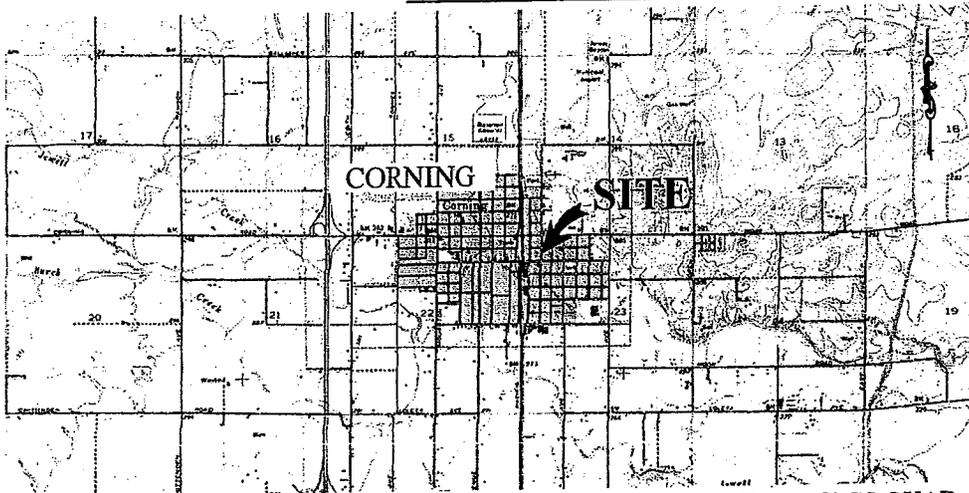
APN 091-030-72

APN 091-030-73

DOWNSTREAM OF WOODSON BRIDGE, NEAR CORNING

NO SCALE

**LOCATION**



MAP SOURCE: USGS QUAD

**Exhibit B**

PRC 8076.9  
CITY OF CORNING  
APN'S 091-030-72, 091-030-73,  
AND 091-040-48  
GENERAL LEASE -  
PUBLIC AGENCY USE  
TEHAMA COUNTY



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

RGB 04/07/15

**ITEM NO.: J-10  
APPROVE INDEPENDENT  
CONTRACTOR AGREEMENT  
FOR ADOLESCENT  
DIVERSION PROGRAM  
COORDINATOR WITH TARA  
CORY**

**August 25, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: JOHN L. BREWER, AICP; CITY MANAGER  
TONY CARDENAS, COUNCIL MEMBER  
JODY BURGESS, CITY ATTORNEY**

*JLB*

**BACKGROUND:**

Before you tonight is an Agreement to retain the services of an Independent Contractor to serve as Coordinator for purposes of facilitating the Adolescent Diversion Program. This matter came before Council in the recent past wherein Council directed Staff, with the assistance of the City Attorney, to prepare a Contract to retain the Consultant Coordinator. This has been done and is now before you for approval.

Presently, the underlying grant funding from the County of Tehama remains to be confirmed by Contract; however, the City Attorney expects such approval to be had shortly, and to be safe, a provision has been inserted in the Agreement before you that allows the City of Corning to terminate the Independent Contractor Agreement should the County not fund the \$40,000 and/or the Byrne Criminal Justice Innovation Program's funding source be removed.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. APPROVE THE ATTACHED AGREEMENT; AND**
- 2. AUTHORIZE THE MAYOR TO SIGN THE ATTACHED INDEPENDENT CONTRACTOR AGREEMENT WITH TARA CORY ALLOWING FOR THE PROGRESSION OF THE COORDINATOR'S PRESENCE AS REQUIRED BY THE ADOLESCENT DIVERSION PROGRAM.**

# AGREEMENT FOR PERFORMANCE OF SERVICES BY INDEPENDENT CONTRACTOR

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## CONTRACT FOR SERVICES

This Agreement is made on August 25, 2015 between the City of Corning, California ("Client"), with a principal place of business at 794 Third Street and Tara Cory ("Contractor"), an Independent Contractor, with a principal place of business at Corning City Hall, 794 Third Street, Corning, CA 96021.

## ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will become effective August 25, 2015, and will continue in effect until the services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

## ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to coordinate the Adolescent Diversion Program, which include the identification of first time juvenile offenders, coordinate case management services and diversion implementation methods, including the establishment of a network or system that garners communication between the source diverting the juvenile offender and the coordinator to ensure diversion opportunities are in place, recruiting and training of volunteers to aid in the case management services and diversion implementation services, data collection on all aspects of the program and its services for purposes of independent assessment on the number of offenders diverted, diversion methods utilized, and recidivism rates of those that have participated in the program.

2.02. Contractor will determine the method, details, and means of performing the above-described services and shall provide an update to City of the status and implementation of the program.

2.03. Contractor enters into this Agreement, and will remain throughout the term of the Agreement, as an Independent Contractor. Contractor agrees that she is not and will not become an employee, partner, agent, or principal of Client while this Agreement is in effect. Contractor agrees she is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at her own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for herself and her employees and subcontractors, if any.

2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this Agreement. On request, Contractor will provide Client with proof of timely payment. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

2.05. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

### ARTICLE 3. COMPENSATION

3.01. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor \$70,000.00 during the twelve month period beginning August 25, 2015, and shall pay such sums at equal monthly installments of \$5,833.33, subject to the full and faithful performance of Contractor as set forth herein. Contractor agrees and understands that the funding for this position is, in part, paid by the County of Tehama pursuant to a contract between the Client and the County of Tehama and, in part, by grant funds received by the Client through the Byrne Criminal Justice Innovation Program (BCJI). In the event the County of Tehama loses funding or otherwise doesn't pay the sums allotted under its own contract with Client, or the Client loses its BCJI grant funds, Client reserves the right to terminate this contract and pay Contractor the pro rata amount of the installment then due for the monthly work performed up to the date of termination with no continuing obligation thereafter under the terms of this Agreement.

3.02. For services rendered under this Agreement, Client agrees to pay Contractor the sum set forth in Paragraph 3.01 of this Agreement on completion of work or at the rate of \$5,833.33 per month, payable on the first day of each month, until the entire sum has been paid. Contractor shall submit a statement of tasks performed for each calendar month preceding payment, which Client will utilize in conjunction with its agreement with the County of Tehama, specifically Section 5 of that agreement that requires Client to submit to the County of Tehama a description of work performed as a condition of receipt of payment from the County of Tehama.

3.03. Contractor will be responsible for all expenses incurred in performing services under this Agreement.

### ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. Contractor agrees to devote a minimum of 80 hours per month to performing the above-described services.

4.02. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in her sole discretion, sees fit.

4.03. Contractor may perform the services under this Agreement at any suitable time and location she chooses; however, Contractor must devote sufficient time where physically needed to ensure the diversion services contemplated herein are being met, including but not limited to 5 hours of counseling and case management given to each juvenile that is diverted into the program.

4.04. Contractor will supply all tools, materials, and equipment, except as noted in **ARTICLE 5**, required to perform the services under this Agreement.

4.05. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

4.06. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts or omissions committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to indemnify and hold Client free and harmless from any and all claims arising from any such negligent act or omission, including any liability, loss, damage, fine, fee, judgment, or other loss of any kind.

4.07. Contractor represents that she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

4.08. **Contractor** agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Client may incur as a result of a breach by **Contractor** of any representation or agreement contained in this Agreement.

4.09. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **Contractor** without the prior written consent of Client.

## ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. Client agrees to comply with all reasonable requests of **Contractor** and provide access to all documents reasonably necessary to the performance of **Contractor's** duties under this Agreement.

5.02. Client is receiving office space on Client's premises for use by **Contractor** while performing the above-described services; however, any supplies necessary to complete the **Contractor's** work at the sole cost and responsibility of **Contractor**.

5.03. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of **Contractor**.

## ARTICLE 6. TERMINATION OF AGREEMENT

6.01. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time by giving 30 days written notice to the **Contractor**. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the services provided for in this Agreement have been fully and completely performed and shall then terminate unless renewed in writing by both parties; however, in no event, shall this Agreement extend beyond one calendar year after its execution unless mutually extended by the parties for durations not to exceed 12 months per renewal.

6.02. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of Contractor.
- (b) Loss of funding from Tehama County as provided in its Contract with Client and/or loss of any funding from the Byrne Criminal Justice Grant.
- (c) Death of Contractor.
- (d) Assignment of this Agreement by either party without the consent of the other party.

6.03. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay **Contractor** any compensation due within 30 days after written demand for payment.
- (b) **Contractor's** failure to complete the services provided under this Agreement.
- (c) **Contractor's** material breach of any representation or agreement contained herein.

## ARTICLE 7. PROPRIETARY RIGHTS

7.01. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for **Contractor's** use are the sole property of Client. This proprietary information includes, but is not limited to, customer data tracking of the diversion services program and methodology created and/or used by **Contractor** to coordinate the Juvenile Diversion Program services.

**Contractor** will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Client's approval, and only to the extent necessary to perform the services under this **Agreement**. This prohibition also applies to **Contractor**'s employees, agents, and subcontractors. On termination of this **Agreement**, **Contractor** will return any confidential information in her possession to Client.

**Contractor** further agrees to adhere to all laws relating to privacy rights of those participating in the Juvenile Diversion Program, and upon any request by any means or authority to receive such information outside of the scope of this **Agreement**, **Contractor** shall take all measures to safeguard the privacy rights of the participants within the program and shall immediately notify Client of the same.

## **ARTICLE 8. GENERAL PROVISIONS**

8.01. Any notices required to be given under this **Agreement** by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this **Agreement**, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

8.02. This **Agreement** supersedes any and all **Agreements**, either oral or written, between the parties with respect to the rendering of services by **Contractor** for Client and contains all of the representations, covenants, and **agreements** between the parties with respect to the rendering of those services. Each party to this **Agreement** acknowledges that no representations, inducements, promises, or **agreements**, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this **Agreement**, and that no other **agreement**, statement, or promise not contained in this **Agreement** will be valid or binding. Any modification of this **Agreement** will be effective only if it is in a writing signed by the party to be charged.

8.03. If any provision of this **Agreement** is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.04. If **Contractor** dies before completing the services under this **Agreement**, any moneys due **Contractor** from Client under this **Agreement** as of the date of death will be paid to the **Contractor**'s executors, administrators, heirs, personal representatives, successors, and assigns.

8.05. Any controversy between the parties to this **Agreement** involving the construction or application of any of the terms, covenants, or conditions of this **Agreement** will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure, and any decision of the Arbitrator must be one that correctly applies California law.

The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

8.06. If any legal action including an action for declaratory relief, is brought to enforce or interpret the provisions of this **Agreement**, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.08. This Agreement will be governed by and construed in accordance with the laws of the State of California and any dispute arising under the terms of this Agreement shall be tried within the County of Tehama's boundary.

**WHEREFORE** the parties have read and understand the terms of this Agreement and agree to be bound to the same.

**Executed at Corning, California, on August 25, 2015.**

**ARTICLE 9, SIGNATURES:**

**CITY OF CORNING**

**INDEPENDENT CONTRACTOR**

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

\_\_\_\_\_  
Tara Cory, Contractor

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

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

**Approved as to form:**

\_\_\_\_\_  
Jody Burgess, City Attorney

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

**Attest:**

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