



**CITY OF CORNING  
CITY COUNCIL AGENDA**

**TUESDAY, AUGUST 9, 2011  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Toni Parkins  
John Leach  
Darlene Dickison  
Dave Linnet  
Gary Strack**

**Mayor:**

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

**D. INVOCATION: Led by John Leach.**

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, RECOGNITION'S, APPOINTMENTS, PRESENTATIONS:**

**Awards Presentation to:**

**Java Lanes - Business of the Month**

**Hatfields – Employer of the Month.**

**1. Olive Festival Week in the City of Corning, August 22-27<sup>th</sup> 2011.**

**F. BUSINESS FROM THE FLOOR:** If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Council will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Council from taking formal action on the issue, however, unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

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

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

**3. Waive the Reading and approve the Minutes of the July 26, 2011 Regular City Council Meeting and the August 2, 2011 Special Meeting with any necessary corrections.**

**4. August 3, 2011 Claim Warrant - \$221,216.19.**

**5. August 3, 2011 Business License Report.**

**6. July 2011 Building Permit Valuation - \$469,037.**

**7. July 2011 Wages and Salaries - \$331,859.59.**

**8. July 2011 – Treasurer's Report.**

**9. City of Corning Wastewater Operation Summary Report – July 2011.**

10. Authorization to Purchase Two Public Works Pickup Trucks and Declare Three Vehicles Surplus City Property.
11. Approve Progress Pay Estimate No. 1 in the amount of \$56,753.94 to Trent Construction for the Clark Park Municipal Water Well Project.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

12. Approve Professional Services Agreement with CMESA to perform services as a part-time Park Development Coordinator to assist Staff with the Development of the Corning Community Park.
13. Approve Proposal and Professional Services Agreement with Action Sports Development for the design of a Skate/Bike Park as part of the Corning Community Park.
14. Wastewater Treatment Plant Operations Contract Extension with Southwest Water Company.

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).

Parkins:

Leach:

Dickison:

Linnet:

Strack:

N. ADJOURN TO CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO SECTION 54956.8, POTENTIAL LAND ACQUISITION:

Potential Property: APN No.: 69-150-47, Stephen Gass Trust and 71-020-01, Burghardt Property; Purpose: Obtain right of way for widening of Blackburn Avenue, Negotiating Party: John Brewer and Ed Anderson.

O. RECONVENE AND REPORT ON CLOSED SESSION:

P. ADJOURNMENT!:

POSTED: FRIDAY, AUGUST 5, 2011

**PROCLAMATION  
OLIVE FESTIVAL WEEK IN THE CITY OF CORNING  
AUGUST 22-27th, 2011**

**WHEREAS**, olives are an integral part of the economic well being of the City of Corning, and very much a part of the cultural identity of the Olive City; and

**WHEREAS**, the celebration of the Olive Festival is an annual event which draws thousands of visitors to the City of Corning each August and allows an opportunity for the Olive City to shine for the rest of the world; and

**WHEREAS**, visitors are brought downtown for the Annual "CORNING DOES IT BETTER" bed races and the **OLIVE FESTIVAL PARADE** and draws many to local businesses within Corning which is beneficial to commerce; and

**WHEREAS**, the Olive Festival is a monumental community effort utilizing volunteers from numerous organizations, with an assortment of backgrounds, to come together to put on the annual festival for everyone to enjoy; and

**WHEREAS**, the event has been officially sponsored by the Corning Chamber of Commerce for the last 22 years, the celebration of the festival goes back much further to a time when it was a harvest celebration sponsored in part by the Immaculate Conception Catholic Church. Today's festival is only the continuation of a longtime Corning tradition honoring Corning's proud heritage.

**NOW, THEREFORE**, I Toni Parkins, as Vice Mayor of the City of Corning, **DO HEREBY PROCLAIM AUGUST 22 - 27, 2011 AS "OLIVE FESTIVAL WEEK IN THE CITY OF CORNING"** and commend the participating organizations for their efforts and urge all citizens to attend and enjoy the event activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 9th day of August 2011.

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**Toni Parkins, Vice Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, JULY 26, 2011  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Toni Parkins  
John Leach  
Darlene Dickison  
Dave Linnet  
Gary Strack**

**Mayor:**

All members of the Council were present.

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

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

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

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: 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 requests 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 following meetings with any necessary corrections:
  - A. June 23, 2011 Special City Council Meeting, and**
  - B. June 28, 2011 City Council Meeting, and**
  - C. July 12, 2011 City Council Meeting.****
- 3. July 20, 2011 Claim Warrant - \$236,583.93.**
- 4. July 20, 2011 Business License Report.**
- 5. Waive Recreational Use Fee for 3<sup>rd</sup> Annual Tucker Mesker Memorial Scholarship Softball Tournament Fundraiser.**
- 6. Adopt Resolution No. 07-26-2011-02 Authorizing the Tehama County Sanitary Landfill Agency to Submit a Regional Used Oil Payment Grant Application for FY 2011-2012.**
- 7. Authorize the City Manager to Recruit for and Appoint the Assistant Public Works Director.**
- 8. Authorization to Purchase Police Vehicle.**

Councilor Leach requested Consent Agenda Item 7 be pulled for further discussion. Councilor Parkins moved to approve Consent Agenda Items 1-6 and 8. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

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

- 7. Authorize the City Manager to Recruit for and Appoint the Assistant Public Works Director.**

Councilor Leach asked if any employees have shown interest in this position and was informed yes by City Manager Kimbrough. Councilor Leach then moved to authorize the City Manager to recruit for and appoint an Assistant Director of Public Works and authorize the expenditure of funds to employ the new person by October 17, 2011. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

**I. PUBLIC HEARINGS AND MEETINGS:**

**9. CDBG Annual Grantee Performance Reports: Annual Grantee Performance Reports for the fiscal year 2010-2011 Community Development Block Grant (CDBG) Program Income and Standard Agreement 10-STBG-6707.**

Mayor Strack introduced this item by title. City Manager Kimbrough stated that he, Mr. Stoufer and Mrs. Linnet have nothing to add that isn't already in the report. Mayor Strack then declared the public hearing open.

Mr. Stoufer informed the Council of the requirement to have a sign-in sheet available for members of the public and stated that it is located on the table against the south wall of the room. Mayor Strack then confirmed that this is related to the construction of the houses on the 12 single-family residential parcels approved as part of the Salado Orchards Phase II on Blackburn Avenue which is a condition of the grant funding for the Blackburn Avenue Street Widening Project.

With no further comment, Mayor Strack closed the public hearing. Councilor Leach moved to, having conducted the public hearing to accept public comment, direct the City Manager to execute all documents pertaining to the Annual Grantee Performance Reports and submit them to the California Department of Housing and Community Development. Councilor Linnet seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

Sherie Abel then addressed the Council regarding the railroad tracks on South Street. Ms. Abel stated that she has spoken with Mr. Kimbrough about this and was informed that it was an issue the Railroad needs to address. She informed the Council that she recently got stuck and tipped over in her wheelchair on the railroad tracks. She stated this has happened a number of times and that it possibly is time for the City to take action. Public Works Director John Brewer informed the Council that he also spoke with Ms. Abel about this issue last week.

Mr. Kimbrough stated the City makes it a priority to correct problems brought to our attention as soon as funding is available. He informed the Council that Staff would research possible solutions and prepare a report to bring back.

Mayor Strack informed the public of the difficulty in working with the Railroad, and stated this is an issue we need to address. He informed Ms. Abel that Staff will do what they can to expedite solving this problem, and suggested that possibly the newspapers could assist with an article to help shake up the Railroad.

Ms. Abel then stated that she is having problems with the foundation of her house and has been working with the City for three years to acquire funding to address this issue and currently is working with the City on acquiring CDBG Funding. Ms. Abel stated that she would appreciate any assistance to expedite this issue so that the problem could be addressed prior to winter. **Mayor Strack asked if the City Manager would prepare a report for the Friday Notes to update the Council on the status of this issue.**

**J. REGULAR AGENDA:**

**10. Designation of League of California Cities Voting Delegate and Alternate.**

Mayor Strack introduced this item by title and confirmed with the City Manager and Council that no Staff or Council Members planned on attending the Conference this year due to lack of funding. Councilor Leach moved to appoint the Mayor as the City's voting delegate and the City Manager as

the alternate. Councilor Linnet seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

**11. Appoint Two Councilmembers to Serve with Two Planning Commissioners on an Adhoc Committee to Develop Off-Site Directional or "Wayfinding" Sign Regulations.**

Mayor Strack introduced this item by title and Planning Director John Stoufer announced that the Planning Commission had appointed Commissioners Ryan Reilly and Melodie Poisson to the Ad-Hoc Committee. Following little conversation, Councilor Linnet moved to appoint Councilors Leach and Dickison with Mayor Strack as an alternate to serve on this Ad-Hoc Committee. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

**12. Resolution 07-26-2011-01; a Resolution Approving an Application to the California State Department of Housing and Community Development for Funding under the Home Investment Partnerships Program.**

Mayor Strack introduced this item by title and Planning Director John Stoufer stated that this would be beneficial to the City explaining that this is for the 12 single-family houses on Blackburn Avenue to meet the conditions of the funding for the Blackburn Avenue Street Widening Improvements. It was asked if those homes would be tied to the First Time Homebuyers Program; the response was we do not know at this time.

City Manager Kimbrough emphasized that the City is lucky to have John Stoufer and John Brewer on Staff. They have worked hard to address this issue at a time when no one is building. He also stated how grateful he is to have John Stoufer working here explaining that he has taken over the entire CDBG Program.

Councilor Parkins moved to adopt Resolution No. 07-26-2011-01; a Resolution approving an application for funding a First-Time Homebuyer Project from the Home Investment Partnerships Program. Councilor Leach seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

**13. Final Approval of 2011-12 Street paving Project and Authorize Preparation of Plans and Specifications.**

Mayor Strack introduced this item by title and Public Works Director John Brewer briefed the Council on the plans for the entire project. Mr. Brewer stated that in addition to the Solano Street Projects, he has spoken with County Public Works Director Gary Antone about a possible joint project to address Marguerite Avenue north of Blackburn Avenue. He emphasized that this is currently in the preliminary stages and nothing is firm, however Mr. Antone seems to be agreeable to the idea. Mr. Brewer stated the benefit would be that the City would be contributing half the money and receiving a completed street project.

Councilor Linnet asked if the drainage issues would be addressed in this area should this joint project go through; he was informed yes, these drainage issues are currently being researched. Councilor Linnet also stated that this is primarily a County Road and would we be spending money to assist County residents when we have interior City Streets needing repair? Mr. Brewer explained that it is a shared maintenance road (shared maintenance with the County); we are responsible for maintaining half of the street width.

Councilor Parkins moved to:

- Approve the 2011 Street Repaving Project to include the street segments identified as "Project A" and shown on Attachment 9, including Solano Street Segments 1b, 2 & 6a as adopted by the City Council on June 28, 2011 and shown in the "Solano Street Repaving Project" Map labeled Attachment 5, the reconstruction of Marguerite Avenue between Victorian Park Drive and Neva Avenue, repaving Pear Street between Fig Lane and Almond Street, and Sixth Street between Solano and Yolo Streets; and
- Direct Staff to obtain a Joint Project Agreement for the reconstruction of Marguerite Avenue between Victorian Park Drive and Neva Avenue with the Tehama County Public Works

Department, and return to Council for final approval of said Agreement prior to advertising for project Bids; and

- Direct the Public Works Director and City Engineer to prepare Plans and Specification for the 2011 Street Paving Project.

Councilor Leach seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

**14. Application for an Off-site Beer and Wine License (Type 20) and Finding of Public Convenience or Necessity: Love's Travel Stop, 2120 South Avenue.**

Mayor Strack introduced this item by title. Following suggestion from Assistant City Attorney Jody Burgess, Councilor Parkins stated she would need to abstain from discussion on this issue due to a possible conflict of interest. She left the Council Chambers at 8:01 p.m.

Assistant City Attorney Jody Burgess cautioned the Council if they are considering denying the application, there needs to be something unique that is different from the others that have been approved.

Mayor Strack moved to consider a Type 20, Off-site Beer and Wine License at the Love's Travel Stop, 2120 South Avenue, and having considered any public and Staff input, find that the "Public Convenience or Necessity" will be served, as required under Business and Professions Code Section 23958.5(B)(2), and direct Staff to complete the ABC Form and return it to the State Department of Alcoholic Beverage Control. Councilor Dickison seconded the motion. **Ayes: Strack and Dickison. Opposed: Linnet and Leach. Abstain: Parkins. No action from the Council will take place and the time period will be extended.**

Mayor Strack stated that he erred by not allowing comments from the public. Jody Burgess advised Council if members of the public were present and would like to comment they should be heard.

Two representatives from Loves Truck Stop spoke. They informed the Council that identification is required and checked from anyone under the age of 35. They stated this is being sought for the convenience of their patrons so that they won't have to make more than one stop. City Manager Kimbrough asked the Council to reconsider their vote, from the stand point of supporting local business and emphasizing that this is really about customer convenience.

Councilor Leach asked Chief Cardenas if he is seeing a lot of problems within the City related to the sale of alcohol; Chief Cardenas stated no. Councilor Linnet explained that we just denied the medical marijuana and they are telling us that it is not as bad as the booze, so we denied the medical marijuana and we are going to add another liquor store? He stated that was why he voted the way he did. Mayor Strack stated that medical marijuana has a little more federal issues and alcohol is controlled and has a controlling agency over it. Councilor Linnet stated that alcohol was more regulated than the marijuana and he didn't consider that when he voted.

Mayor Strack asked the Council if they would like to reconsider the issue. Mayor Strack was informed by Jody that the Council could make a motion to reconsider. Councilor Dickison moved to reconsider the item and revote. Councilor Linnet seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: Parkins. Motion was approved by a 4-0 vote with Parkins abstaining.**

Councilor Dickison moved to consider a Type 20, Off-site Beer and Wine License at the Love's Travel Stop, 2120 South Avenue, and having considered any public and Staff input, find that the "Public Convenience or Necessity" will be served, as required under Business and Professions Code Section 23958.5(B)(2), and direct Staff to complete the ABC Form and return it to the State Department of Alcoholic Beverage Control. Councilor Linnet seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: Parkins. Motion was approved by a 4-0 vote with Parkins abstaining.** Councilor Parkins reentered the room at 8:18 p.m.

**15. Approve City Membership in Shasta Cascade Hazardous Response Team (SCHMRT) and Appropriate \$1,000 for Annual Membership.**

Councilor Leach asked City Manager Kimbrough if this is something new to the City and whether it was included in the budget; he was informed that it was not a budgeted item and Fire Chief Spannaus explained that it is something new and informed the Council why he believes it is beneficial for the City to become a member. He stated that currently the department does not have the equipment or training to respond and take immediate action should such incidents occur; our only response would be to contact an agency such as this and close off and secure the area until they arrive. Also should such a hazmat incident occur now, the City could possibly end up responsible for the cost of the hazmat cleanup; whereas should the City become a member of SCHMRT, they would collect any costs associated with the hazmat cleanup from the responsible party, not the City.

Councilor Leach moved to approve membership in the Shasta Cascade Hazardous Response Team and Appropriate \$1,000 from the General Fund Reserve to Fire Department Professional Services Account 001-6300-2300. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

**16. Adopt Resolution 07-26-2011-03 Adopting a Marketing and City Logo for the City of Corning.**

Mayor Strack introduced this item by title. City Manager Kimbrough provided Council with additional language to be added to the Resolution which he publicly read. Mr. Kimbrough presented illustrations of the logos. He then referred to Assistant City Attorney Jody Burgess for information regarding copyright and trademark issues. Mr. Burgess suggested Staff and Council ensure that the appropriate Agreement/Lease Right for the use of the logo was in place before that goes forward. Councilor Linnet then clarified with Mr. Lucero that Exhibit B would be used for City vehicles only; Mr. Lucero stated that his intention was for Exhibit B to be for the City itself, which identifies the City as a separate entity.

Councilor Parkins moved to adopt Resolution No. 07-26-2011-03, a Resolution adopting a Marketing and City Logo for the City of Corning with the additional terminology as suggested by the Assistant City Attorney and that the City Attorney and City Manager are directed to obtain the licensing. Councilor Linnet seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

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

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

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

**Parkins:** Reported that the Tehama County Sanitary Landfill Waste Meeting was held in the Corning City Council Chambers last Wednesday and that interesting things are coming down the pike.

**Leach:** Reported on the last Community Action Meeting last Thursday. He stated that they are sad that PATH lost their million dollar grant. He also stated how nice the Corning Florist building looks following the repainting by Louis Davies.

**Dickison:** Nothing.

**Linnet:** Reported that the awards for the Business of the Month and Employer of the Month will be on the next meeting. Mayor Strack stated that there is graffiti behind Corning Rental.

**Strack:** Nothing.

**N. ADJOURNMENT!: 8:45 p.m.**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
SPECIAL MEETING MINUTES**

for the  
**CITY COUNCIL & CITY PLANNING COMMISSION**  
**TUESDAY, AUGUST 2, 2011**  
**4:00 P.M.**

at  
**ROLLING HILLS CASINO  
CARLINO EVENT CENTER  
2655 BARHAM AVENUE  
CORNING, CA 96021**

**A. CALL TO ORDER: Vice Mayor Parkins called the meeting to order at 4:00p.m.**

**B. ROLL CALL:**

**CITY COUNCIL:**

Toni Parkins  
John Leach  
Darlene Dickison  
Dave Linnet  
Gary Strack, Mayor

**PLANNING COMMISSION:**

Ryan Reilly  
Frank Barron  
Melodie Poisson  
Vacant  
Diana Robertson, Chairperson

Council members present were Toni Parkins, John Leach and Darlene Dickison. Planning Commissioners present were Diana Robertson and Melodie Poisson.

**C. This meeting is in response to the invitation by Mr. Roger Brooks, the Countywide Branding Consultant to allow Mr. Brooks to ask City Officials questions that will assist him in focusing his resources on developing a Brand for Tehama County and the communities within our County.**

City Council Members and Planning Commissioners present responded to questions asked by Mr. Roger Brooks and received information related to the Countywide Branding Project. **Discussion only...No action was taken.**

**D. PUBLIC COMMENT: No comments were received.**

**E. ADJOURNMENT: 5:00 p.m.**

The City believes this meeting to be subject to the Brown Act in the same manner as a meeting or study session. There are no decisions to be made, and the Agenda itself will be controlled by Mr. Brooks through the questions he will ask.

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING ASSISTANT

**DATE:** August 3, 2011

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, August 9, 2011 Council Meeting

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

A.	Cash Disbursements	Ending	07-25-11	\$	3,917.50
B.	Cash Disbursements	Ending	07-28-11	\$	9,098.88
C.	Payroll Disbursements	Ending	07-27-11	\$	71,159.72
D.	Cash Disbursements	Ending	08-03-11	\$	137,040.09
				<b>GRAND TOTAL</b>	<b>\$ <u>221,216.19</u></b>

REPORT.: Jul 25 11 Monday  
 RUN....: Jul 25 11 Time: 15:03  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012807	07/25/11	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1106926	ProfServices Water Dept
012808	07/25/11	CAL07	CA RURAL WATER ASSOC.,	769.00	.00	769.00	110721	MAT & SUPPLIES-
012809	07/25/11	CAM02	CAMELLIA VALLEY SUPPLY	84.23	.00	84.23	0776349	MAT & SUPPLIES-WTR
012810	07/25/11	CHE02	CHEM QUIP, INC.	17.43	.00	17.43	5101660	MAT & SUPPLIES-POOL
012811	07/25/11	COM10	COMMERCIAL WEED MOWING	300.00	.00	300.00	599562	WEED ABATEMENT-FIRE
				150.00	.00	150.00	599563	WEED ABATEMENT-FIRE
			Check Total.....:	450.00	.00	450.00		
012812	07/25/11	GRA02	GRAINGER, W.W., INC	88.37	.00	88.37	959017734	MAT & SUPPLIES-PARKS
012813	07/25/11	HIN01	HINDERLITER, DE LLAMAS &	1156.90	.00	1156.90	0018155IN	ProfServices-FINANCE
012814	07/25/11	HOL04	HOLIDAY MARKET #32	23.56	.00	23.56	38814	Mat/Supplies BuildingMain
012815	07/25/11	LIN01	LINCOLN EQUIPMENT, INC.	314.95	.00	314.95	SI168019	MAT & SUPPLIES-POOL
012816	07/25/11	PAC16	PACIFIC TELEMAGEMENT SE	38.00	.00	38.00	285700	COMMUNICATIONS-GEN CITY
012817	07/25/11	PGE2A	PG&E	49.00	.00	49.00	0110719	ELECT-BLUE HERON CT
012818	07/25/11	QUI02	QUILL CORPORATION	322.75	.00	322.75	5464969	Office Supplies-
012819	07/25/11	RAI02	RAINBOW AVIATION	38.88	.00	38.88	110725	MAT & SUPPLIES-AIRPORT
012820	07/25/11	SUN01	SUNRISE ENVIRONMENTAL	300.43	.00	300.43	8109	MAT & SUPPLIES-
012821	07/25/11	UND01	UNDERGROUND SERVICE ALERT	150.00	.00	150.00	11070171	USA SERVICE ALERT-STR
			Cash Account Total.....:	3917.50	.00	3917.50		
			Total Disbursements.....:	3917.50	.00	3917.50		

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REPORT.: Jul 28 11 Thursday  
 RUN....: Jul 28 11 Time: 12:15  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-11 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
012822	07/28/11	COM01	COMPUTER LOGISTICS, INC	20.00	.00	20.00	53306	Equip.Maint.-GEN CITY
012823	07/28/11	GEO01	GEO PLUS	5841.54	.00	5841.54	791	CLARK PARK WELL-WTR IMPRO
012824	07/28/11	JES10	JESSEE HEATING & AIR, INC	1245.00	.00	1245.00	J19585	BLD MAINT-TRANS FAC
012825	07/28/11	NAP01	NAPA AUTO PARTS	644.17	.00	644.17	110721F	MAT & SUPPLIES-
012826	07/28/11	NOR31	NORM'S PRINTING	58.79	.00	58.79	010105	MAT & SUPPLIES-
012827	07/28/11	PJB00	PJB CONSULTANTS	379.20	.00	379.20	11-0725	THEATER RESTORATION-RODGE
012828	07/28/11	PRI03	PRICE'S PHARMACY	19.44	.00	19.44	80067	Mat/Supplies-POOL
012829	07/28/11	RED01	RED BLUFF DAILY NEWS	115.44	.00	115.44	110815	BOOKS/PERIODICS-LIBRARY
012830	07/28/11	USA01	USA BLUE BOOK	275.18	.00	275.18	448858	MAT & SUPPLIES-WTR
012831	07/28/11	\A057	ALVARADO, JOSE	50.00	.00	50.00	000B10701	MQ CUSTOMER REFUND FOR AL
012832	07/28/11	\A058	ANDRES, RICHARD	28.12	.00	28.12	000B10701	MQ CUSTOMER REFUND FOR AN
012833	07/28/11	\B048	BARRERA, JAZMIN	124.40	.00	124.40	000B10701	MQ CUSTOMER REFUND FOR BA
012834	07/28/11	\C064	CARIAS, JOSE	62.60	.00	62.60	000B10701	MQ CUSTOMER REFUND FOR CA
012835	07/28/11	\J024	JAMISON PROPERTIES,	70.02	.00	70.02	000B10701	MQ CUSTOMER REFUND FOR JA
012836	07/28/11	\J025	JAMISON PROPERTIES,	50.00	.00	50.00	000B10701	MQ CUSTOMER REFUND FOR JA
012837	07/28/11	\J026	JAMISON PROPERTIES,	50.00	.00	50.00	000B10701	MQ CUSTOMER REFUND FOR JA
012838	07/28/11	\J027	JOHNSON, TOM	10.67	.00	10.67	000B10701	MQ CUSTOMER REFUND FOR JO
012839	07/28/11	\T019	TOP NAILS,	3.04	.00	3.04	000B10701	MQ CUSTOMER REFUND FOR TO
012840	07/28/11	\T020	TRACY, DE	1.27	.00	1.27	000B10701	MQ CUSTOMER REFUND FOR TR
012841	07/28/11	\V035	VAILLETTE, SCOTT	50.00	.00	50.00	000B10701	MQ CUSTOMER REFUND FOR VA
Cash Account Total.....:				9098.88	.00	9098.88		
Total Disbursements.....:				9098.88	.00	9098.88		
Cash Account Total.....:				.00	.00	.00		

REPORT.: Jul 28 11 Thursday  
 RUN....: Jul 28 11 Time: 12:15  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 07-11 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
5114	07/26/11	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	B10726	POLICE OFFICER ASSOC
5115	07/26/11	CAL37	CALIFORNIA STATE DISBURSE	179.07	.00	179.07	B10726	WITHHOLDING ORDER
5116	07/26/11	EDD01	EMPLOYMENT DEVELOPMENT	3410.13	.00	3410.13	B10726	STATE INCOME TAX
				1240.07	.00	1240.07	1B10726	SDI
				39.18	.00	39.18	2B10726	STATE INCOME TAX
				14.25	.00	14.25	3B10726	SDI
			Check Total.....:	4703.63	.00	4703.63		
5117	07/26/11	ICM01	ICMA RETIREMENT TRUST-457	2977.63	.00	2977.63	B10726	ICMA DEF. COMP
5118	07/26/11	OEU03	OPERATING ENGINEERS	500.00	.00	500.00	B10726	CREDIT UNION SAVINGS
5119	07/26/11	PERS1	PUBLIC EMPLOYEES RETIRE	26918.17	.00	26918.17	B10726	PERS PAYROLL REMITTANCE
				.00	.00	.00	1B10726	PERS PAYROLL REMITTANCE
			Check Total.....:	26918.17	.00	26918.17		
5120	07/26/11	PERS4	Cal Pers 457 Def. Comp	756.00	.00	756.00	B10726	PERS DEF. COMP.
5121	07/26/11	PRE03	PREMIER WEST BANK	3504.00	.00	3504.00	B10726	HSA DEDUCTIBLE
5122	07/26/11	STA04	STATE OF CALIFORNIA	519.25	.00	519.25	B10726	WAGEASN 1107012828
5123	07/26/11	VAL06	VALIC	1668.00	.00	1668.00	B10726	AIG VALIC P TAX
5124	07/27/11	AFL01	AMERICAN FAMILY LIFE	1575.36	.00	1575.36	B10731	AFLAC INS.PRE TAX
				81.06	.00	81.06	1B10731	AFLAC INS.AFTER TAX
			Check Total.....:	1656.42	.00	1656.42		
5125	07/27/11	BLU02	BLUE SHIELD OF CALIFORNIA	15341.00	.00	15341.00	B10731	MEDICAL INSURANCE
5126	07/27/11	CIT01	CITY OF CORNING	6.00	.00	6.00	B10731	CHGS FOR WAGE ATCHMT
5127	07/27/11	OEU01	OPERATING ENGINEERS #3	5708.00	.00	5708.00	B10731	MEDICAL INSURANCE
5128	07/27/11	OEU02	OPERATING ENG. (DUES)	294.00	.00	294.00	B10731	UNION DUES MGMNT
				564.00	.00	564.00	1B10731	UNION DUES POLICE
				252.00	.00	252.00	2B10731	UNION DUES DISPATCH
				520.00	.00	520.00	3B10731	UNION DUES-MISC
			Check Total.....:	1630.00	.00	1630.00		
5129	07/27/11	PRI04	PRINCIPAL	3058.94	.00	3058.94	B10731	DENTAL INSURANCE
				630.61	.00	630.61	1B10731	VISION INSURANCE

REPORT.: Jul 28 11 Thursday  
RUN....: Jul 28 11 Time: 12:15  
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CITY OF CORNING  
Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
Check Listing for 07-11 Bank Account.: 1025

PAGE: 003  
ID #: PY-DP  
CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
			Check Total.....:	3689.55	.00	3689.55		
5130	07/27/11	TRA03	TRANSAMERICA LIFE INS CO.	1078.00	.00	1078.00	B10731	LIFE INSURANCE
			Cash Account Total.....:	71159.72	.00	71159.72		
			Total Disbursements.....:	71159.72	.00	71159.72		
				=====	=====	=====		

REPORT.: Aug 03 11 Wednesday  
 RUN....: Aug 03 11 Time: 16:04  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-11 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 #	Payment Information Description
012842	08/01/11	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000B108011	Finance Dept.
012843	08/01/11	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B108011	CngChamberComm. Economic
012844	08/01/11	FIT01	FITZPATRICK LAW OFFICES	3575.00	.00	3575.00	000B108011	Consulting Serv LegalServ
012845	08/01/11	HAL05	HALL, ROBERT	104.70	.00	104.70	000B108011	ProfServices FireDepartme
012846	08/01/11	KEN00	KEN VAUGHAN & SONS	950.00	.00	950.00	000B108011	LANDSCAPE MAINT-
012847	08/01/11	MAI00	MAIRE & BURGESS	2025.00	.00	2025.00	000B108011	CONSULTING SVCS-LEGAL SVC
012848	08/01/11	PIT01	PITNEY BOWES	192.92	.00	192.92	000B108011	Rents/Leases Finance Dept
012849	08/01/11	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000B108011	K-9 PROGRAM-POLICE
012850	08/01/11	TLD01	TEDC	208.33	.00	208.33	000B108011	Economic Development
012851	08/01/11	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B108011	PROF. SVCS-FIRE DEPT
012852	08/01/11	WHI05	WHITE GLOVE CLEANING SERV	2800.00	.00	2800.00	000B108011	JANITORIAL SVCS-
012853	08/01/11	COR12	CORNING FORD MERCURY, INC	23985.39	.00	23985.39	110801	CAPITAL IMPROV-POLICE
012854	08/03/11	AND01	ED ANDERSON	3300.00	.00	3300.00	11-0802	ProfServices-
012855	08/03/11	BAI01	BAILEY'S	127.03	.00	127.03	P11011880	EQUIP MAINT-FIRE
012856	08/03/11	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1107135	ProfServices Water Dept
012857	08/03/11	COM01	COMPUTER LOGISTICS, INC	26.00	.00	26.00	53307	COMMUNICATIONS-POLICE
				116.67	.00	116.67	53371	COMMUNICATIONS-POLICE
			Check Total.....	142.67	.00	142.67		
012858	08/03/11	COR03	CORNING RENTALS	215.00	.00	215.00	34177	BLD MAINT-FIRE
012859	08/03/11	COR22	CORNING MEDICAL ASSOC	65.00	.00	65.00	1037	Emp Physicals-FIRE
012860	08/03/11	DEP12	DEPT OF JUSTICE	140.00	.00	140.00	860236	PROF SVCS-POLICE
012861	08/03/11	EMP02	EMPIRE ENSIGNIAS	59.00	.00	59.00	818352	UNIFORMS/CLOTH-POLICE
012862	08/03/11	FRA03	FRANKLIN CONSTRUCTION, IN	30041.05	.00	30041.05	11-0801	SIGNAL IMPROV-STR PROJ
012863	08/03/11	GRA02	GRAINGER, W.W., INC	131.12	.00	131.12	959611203	MAT & SUPPLIES-SWR
012864	08/03/11	HIG00	HIGHT, MONTY W.	440.00	.00	440.00	15	OTS GRANT-PIO

REPORT.: Aug 03 11 Wednesday  
 RUN....: Aug 03 11 Time: 16:04  
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CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-11 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
012865	08/03/11	KNI00	KNIFE RIVER CONSTRUCTION	722.90	.00	722.90	120073	MAT & SUPPLIES-
012866	08/03/11	LIN01	LINCOLN EQUIPMENT, INC.	229.25	.00	229.25	SI168425	MAT & SUPPLIES-POOL
				5115.84	.00	5115.84	SI168478	MAT & SUPPLIES-POOL
			Check Total.....	5345.09	.00	5345.09		
012867	08/03/11	MCC01	MCCOY'S HARDWARE & SUPPLY	214.25	.00	214.25	110725	MAT & SUPPLIES-
012868	08/03/11	NAP01	NAPA AUTO PARTS	1519.28	.00	1519.28	110721	Veh Opr/Maint-
012869	08/03/11	NEX01	NEXTEL COMMUNICATIONS	276.82	.00	276.82	110726	COMMUNICATIONS-
012870	08/03/11	NIC01	NICHOLS, FLINT	31.00	.00	31.00	110801	PROF SVCS-FIRE
012871	08/03/11	NOR25	NORTHERN LIGHTS ENRGY, INC	2520.57	.00	2520.57	48273	MAT & SUPPLIES-
				314.18	.00	314.18	48274	VEH/OP MAINT-FIRE
			Check Total.....	2834.75	.00	2834.75		
012872	08/03/11	PGE01	PG&E	30837.56	.00	30837.56	110721	Electricity General City-
				441.48	.00	441.48	110728	ELECT-
			Check Total.....	31279.04	.00	31279.04		
012873	08/03/11	PGE2A	PG&E	8995.37	.00	8995.37	110726	ELECT-WWTP
012874	08/03/11	QUE01	QUEST DIAGNOSTICS	198.00	.00	198.00	082635354	ProfServices PoliceServic
012875	08/03/11	QUI02	QUILL CORPORATION	64.76	.00	64.76	5696874	Office Supplies-
012876	08/03/11	RON03	RON DUPRATT FORD	332.67	.00	332.67	679710	K-9 PROG-POLICE
012877	08/03/11	SAF05	SAFARILAND, LLC	52.65	.00	52.65	I11092112	MAT & SUPPLIES-POLICE
				130.57	.00	130.57	I11092113	MAT & SUPPLIES-POLICE
			Check Total.....	183.22	.00	183.22		
012878	08/03/11	TEH11	TEHAMA CO TAX COLLECTOR	315.77	.00	315.77	1725	TAXES-AIRPORT
012879	08/03/11	TEH15	TEHAMA CO SHERIFF'S DEPT	75.50	.00	75.50	110801	PROF SVCS-FIRE
012880	08/03/11	THO01	THOMES CREEK ROCK CO	357.42	.00	357.42	110731	Mat/Supplies-
012881	08/03/11	USA01	USA BLUE BOOK	50.27	.00	50.27	450631	MAT & SUPPLIES-WTR
012882	08/03/11	USB01	US BANCORP EQUIPMENT FINA	899.96	.00	899.96	182716159	Rents/Leases-GEN CITY
012883	08/03/11	WAR05	WARREN, DANA KARL	236.55	.00	236.55	110801	REC INSTRUCTOR-REC

REPORT.: Aug 03 11 Wednesday  
 RUN....: Aug 03 11 Time: 16:04  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-11 Bank Account.: 1020

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 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
012884	08/03/11	XER00	XEROX CORPORATION	90.22	.00	90.22	056479605	EQUIP MAINT-POLICE
012885	08/03/11	LIN01	LINCOLN EQUIPMENT, INC.	3094.76	.00	3094.76	SI167038A	MAT & SUPPLIES-POOL
012886	08/03/11	AND03	ANDERS, JOANN	752.50	.00	752.50	11-130	PROF SVCS-
				560.00	.00	560.00	11-131	PROF SVCS-BLKBRN IMPROV (
Check Total.....:				1312.50	.00	1312.50		
012887	08/03/11	ATT02	AT&T	1074.82	.00	1074.82	110726	COMMUNICATIONS-
012888	08/03/11	COR01	CORNING VETERINARY CLINIC	214.70	.00	214.70	31005	ProfServices ACO
				449.20	.00	449.20	31149	ProfServices-
Check Total.....:				663.90	.00	663.90		
012889	08/03/11	COR03	CORNING RENTALS	215.00	.00	215.00	34103	MAT & SUPPLIES-
				100.00	.00	100.00	34104	MAT & SUPPLIES-SWR
				15.00	.00	15.00	34136	MAT & SUPPLIES-SWR
				250.00	.00	250.00	34141	MAT & SUPPLIES-STR
Check Total.....:				580.00	.00	580.00		
012890	08/03/11	COR08	CORNING LUMBER CO INC	180.98	.00	180.98	110725	Mat/Supplies-
012891	08/03/11	HAT10	HATFIELD'S	297.77	.00	297.77	110725	Mat/Supplies-
012892	08/03/11	MCC05	MCCURDY'S TRUCK REPAIR	403.04	.00	403.04	8710	VEH/OP MAINT-
012893	08/03/11	NOR25	NORTHERN LIGHTS ENRGY, INC	3178.83	.00	3178.83	48231	VEH/OP MAINT-
012894	08/03/11	PAT02	PATTERSON ELECTRIC, INC.	159.05	.00	159.05	2410	BLD MAINT-FIRE
012895	08/03/11	REV01	REVIVAL ANIMAL HEALTH	336.97	.00	336.97	90457899	MAT & SUPPLIES-ACO
012896	08/03/11	VAL07	VALLEY VETERINARY CLINIC,	394.85	.00	394.85	78470	K-9 PROGRAM-POLICE
012897	08/03/11	WES02	WESTERN BUSINESS PRODUCTS	41.89	.00	41.89	030016	Equip.Maint.-FIRE DISPATC
012898	08/03/11	XER00	XEROX CORPORATION	90.22	.00	90.22	055872106	EQUIP MAINT-POLICE
012899	08/03/11	COR44	CORLIN PAINT - CHICO	607.04	.00	607.04	11-0803	TOOLS-MECH MAINT
Cash Account Total.....:				137040.09	.00	137040.09		
Total Disbursements.....:				137040.09	.00	137040.09		

Date.: Aug 3, 2011  
Time.: 4:12 pm  
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
ERIC B JOHNSTON CONS 4439	TENAYA CT	REDDING, CA 96003	JOHNSTON ERIC	CONTRACTOR	07/21/11	(530)229-9499
LAURA'S HOUSECLEANIN 250	N. TOOMES AVE	CORNING, CA 96021	MERAS LAURA	HOUSE CLEANING	07/21/11	(530)586-9085
LAW OFFICE OF JEFFRE 406	SOLANO ST	CORNING, CA 96021	BOONE JEFFREY	ATTORNEY'S OFFICE	07/21/11	(530)824-4102
STATEWIDE ROOFING, I 5542	MONTEREY RD	SAN JOSE, CA 95138	HYPES KYLE	CONTRACTOR - ROOFING	07/25/11	(408)286-7828

8/1/2011  
7:05:58AM

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 7/1/2011 thru 7/31/2011

Owner and Address	Parcel Number	Issued On	Valuation
GUILLERMO FIGUEROA 1110 HOAG ST CORNING CA 96021 <b>Permit Description:</b> ADD 4' FRONT YARD FENCE	7122112 <b>Site Street Address:</b> 1110 HOAG ST	7/19/2011	400.00
BILL MORELLI 1213 NORTH ST CORNING CA 96021 <b>Permit Description:</b> INLARGE GARAGE	7105303 <b>Site Street Address:</b> 1213 NORTH ST	7/5/2011	12,000.00
DAVIS VARGAS 1312 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7113106 <b>Site Street Address:</b> 1312 SOLANO ST	7/5/2011	4,000.00
JIM CRAIG 812 TOOMES AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF RESHEAT ,REROOF EAST SIDE OF HC	7114013 <b>Site Street Address:</b> 812 TOOMES AVE	7/8/2011	3,800.00
BECKY JENSEN 342 RIO VISTA CT CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7135035 <b>Site Street Address:</b> 342 RIO VISTA CT	7/11/2011	5,000.00
CRANE MILLS 2120 LOLETA AVE CORNING CA 96021 <b>Permit Description:</b> ADD COMM. COLD STORAGE	7130026 <b>Site Street Address:</b> 2120 LOLETA AVE	7/13/2011	116,000.00
JENNIFER McKENZIE 1291 CENTER ST CORNING CA 96021 <b>Permit Description:</b> CHANGE EVAPERTIVE COOLER	7127217 <b>Site Street Address:</b> 1291 CENTER ST	7/12/2011	800.00

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 7/1/2011 thru 7/31/2011

Owner and Address	Parcel Number	Issued On	Valuation
JANICE QUINN 1412&1410 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> REPLACE DRYROT DAMAGE ON AWNING	7112510 <b>Site Street Address:</b> 1412&1410 SOLANO ST	7/18/2011	500.00
ELVA CHAPMAN 1322 FIG LN CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7127114 <b>Site Street Address:</b> 1322 FIG LN	7/18/2011	3,920.00
BECKY JOHNSON 342 RIO VISTA CT CORNING CA 96021 <b>Permit Description:</b> UPGRADE 100 AMP TO 125 AMP ELECT SERVIC	7135035 <b>Site Street Address:</b> 342 RIO VISTA CT	7/18/2011	3,000.00
CORNING HEALTH CARE DISTRICT 145 E. SOLANO ST CORNING CA 96021 <b>Permit Description:</b> ADD DETACHED STORAGE, OFFICE & ADA RES	7312079 <b>Site Street Address:</b> 145 E. SOLANO ST	7/20/2011	30,000.00
STEVE CRANE 661 MARGUERITE AVE CORNING CA 96021 <b>Permit Description:</b> CHANGE OUT HVAC	7302041 <b>Site Street Address:</b> 661 MARGUERITE AVE	7/19/2011	3,782.00
JAY PATEL 945 HWY 99W CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF BACK SIDE & FLAT ROOF	7114037 <b>Site Street Address:</b> 945 HWY 99W	7/20/2011	30,924.00
DAN CRAMP 764 EL VERANO CORNING CA 96021 <b>Permit Description:</b> CHANGE OUT HVAC UNIT	7322005 <b>Site Street Address:</b> 764 EL VERANO	7/28/2011	8,675.00
DAHA INVESTMENTS 955 HWY 99W CORNING CA 96021 <b>Permit Description:</b> INTERIOR INFILL	7114027 <b>Site Street Address:</b> 955 HWY 99W	7/21/2011	62,500.00

**CITY OF CORNING**  
**PERMITS ISSUED (sort by Permit #)**  
**For the Period 7/1/2011 thru 7/31/2011**

<b>Owner and Address</b>	<b>Parcel Number</b>	<b>Issued On</b>	<b>Valuation</b>
<b>DAHA INVESTMENTS</b> 951 HWY 99W #105 CORNING CA 96021 <b>Permit Description:</b> CONST. ADA RESTROOM, 2 ELECT. CIRCUITS	7114027  <b>Site Street Address:</b> 951 HWY 99W #105	7/21/2011	17,000.00
<b>BOB PRYATEL</b> 1515 BUTTE ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7110402  <b>Site Street Address:</b> 1515 BUTTE ST	7/26/2011	6,100.00
<b>STEVE KIMBROUGH</b> 712 STANMAR CORNING CA 96021 <b>Permit Description:</b> MOVE TOILET CHANGE SHOWER	7121212  <b>Site Street Address:</b> 712 STANMAR	7/26/2011	10,000.00
<b>SAFEWAY STORES INC.</b> 600 EDITH AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	6926059  <b>Site Street Address:</b> 600 EDITH AVE	7/26/2011	120,000.00
<b>BARBERA JONES</b> 1314 TEHAMA ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7105107  <b>Site Street Address:</b> 1314 TEHAMA ST	7/27/2011	23,006.00
<b>JORGE BOBADILLA</b> 1620 ALGER AVE. CORNING CA 96021 <b>Permit Description:</b> REPLACE HEATING UNIT	7122307  <b>Site Street Address:</b> 1620 ALGER AVE.	7/27/2011	1,600.00
<b>ALICE THOMPSON</b> 1493 WEST ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7126213  <b>Site Street Address:</b> 1493 WEST ST	7/28/2011	6,030.00

**22 Permits Issued from 7/1/2011 Thru 7/31/2011 OR A TOTAL VALUATION OF \$ 469,037.00**

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

**CITY OF CORNING****JULY 2011****TREASURERS REPORT**

<b>AGENCY</b>	<b>BALANCE</b>	<b>RATE</b>	<b>MATURES ON</b>
LOCAL AGENCY INVESTMENT FUND	1,264,133.54	.48	
PREMIER WEST BANK	199,234.90	.45	03/28/12
PREMIER WEST BANK	178,784.57	.45	04/20/12
<b>TRUST ACCOUNTS</b>			
PREMIER WEST BANK RIDELL TRUST	212,020.02	.90	12/13/11

Respectfully Submitted

Pala Cantrell  
City Treasurer

RECEIVED

AUG 02 2011

CITY OF CORNING

Item No.: G-9



**SouthWest  
Water Company®**

SWWC Services, Inc.  
P.O. Box 230  
25010 Gardiner Ferry Rd  
Corning, CA 96021  
Phone 530.824.5863  
Fax 530.824.5769  
www.swwc.com

**CITY OF CORNING  
WASTEWATER OPERATION SUMMARY REPORT  
JULY 2011**

Below is a summary of the Monthly Operations Report that will be available for City review on August 2011

- 1) Filled out monthly reports.
- 2) Performed weekly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Sent vehicle report to Texas.
- 5) Wasted to EQ basin
- 6) Staff meeting on plant operations and issues.
- 7) Changed chart on So3 analyzer.
- 8) Safety meeting.
- 9) Repaired air line on SO3 analyzer
- 10) Inspected eyewash and emergency showers.
- 11) Unloaded chlorine truck.
- 12) Cleaned So2 pump.
- 13) Checked storm water discharge sites at WWTP and airport.
- 14) Cleaned distiller.
- 15) Tested all chlorine and So2 sensors

- 16) Cleaned probe at lift station.
- 17) Tested alarms with Fire Dept.
- 18) Replaced SO2 pump
- 19) Purchased back up SO2 pump
- 20) Changed oil in screw pumps
- 21) Exercised emergency generator.
- 22) Held employee training.
- 23) IIPP plant inspection
- 24) Collected dry sludge sample for lab testing
- 25) Checked all fire extinguishers.
- 26) Sprayed weeds
- 27) Mowed lawns
- 28) Downloaded data logger from effluent chart recorder
- 29) Completed SSO report
- 30) Collected River samples
- 31) Heidi Bauer from Regional board here to collect dichlorobromomethane samples from sites between effluent sample point and outfall.
- 32) Replaced oil seal in heliesieve motor

## **JULY 2011**

Domestic Flow = 695,419 GPD

**ITEM NO. : G-10  
AUTHORIZATION TO PURCHASE TWO PICKUP  
TRUCKS FOR PUBLIC WORKS DEPARTMENT  
USE AND DECLARE THREE VEHICLES  
SURPLUS CITY PROPERTY.**

**AUGUST 9, 2011**

**TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA**  
**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER**  
**JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR**



**SUMMARY:**

The 2010-2011 Budget includes \$35,000 for vehicle replacement. We had planned to replace one ¾ ton vehicle that the Assistant P/W Director regularly drives. His vehicle will be transferred to the Parks Division. However, we've found the vehicle bids to be low enough to replace another vehicle as well. So, a second (½ ton) pickup that would replace the current Water Dept. vehicle is also sought. In addition to the two that'll be replaced, we also have one extra vehicle that should also be made surplus property and eliminated from the inventory.

**BACKGROUND:**

With the assistance of Police Chief Tony Cardenas, we were able to determine the State Contract prices for both ¾ ton and ½ ton Ford pickup trucks.

In the past the City Council has indicated a desire to purchase locally whenever possible. So, once we had the State Bids, we also gathered quotes from Corning Ford for the same vehicles. The results are shown below:

<b>Vehicle</b>	<b>State Bid Total*</b>	<b>Corning Ford Quote</b>	<b>Difference</b>
¾ Ton (F-250 V-8)	\$16849	\$16900	\$51
½ Ton (F-150 V-6)	\$14301	\$14444	\$143

*\*Note: State Bid Total includes \$500 "early payment discount" and \$150 destination fee.*

While the Corning Ford bids do slightly exceed the state bids, we would receive a 1% state sales tax "return" if we purchase the vehicles locally. That 1% return amounts to \$169 on the F-250 and \$144.44 on the F-150. That essentially makes the Corning Ford quotes less than the state bids; \$118 for the F-250 and \$1.44 for the F-150, respectively.

The Public Works Department then seeks authorization to purchase the two pickups from Corning Ford. Total sales prices of the two vehicles, including sales tax (7.25%) and documentation fees (\$55.00/vehicle), are \$18,180.25 and \$15,546.19. The sum is \$33,726.44.

**RECOMMENDATION:**

- **MAYOR AND COUNCIL AUTHORIZE THE PURCHASE OF ONE FORD F-250 PICKUP TRUCK AT A PRICE OF \$18,180.25 AND ONE FORD F-150 PICKUP TRUCK AT A PRICE OF \$15,546.19 FROM CORNING FORD, AND,**
- **DECLARE ONE 1988 ½ TON CHEVROLET PICKUP TRUCK, ONE 1997 ¾ TON CHEVROLET PICKUP TRUCK AND ONE 1998 ½ TON FORD PICKUP TRUCK SURPLUS CITY PROPERTY.**

**City of Corning Public Works Department  
Attachment to Ford Pickup Purchase Staff Report**

**Vehicle 1:**

Ford F-250 4 X 2, V-8 with Trailer Tow Package, Cloth Seat, 137" WB, XL Trim, AM/FM Stereo, 6 Speed Auto Trans., Trailer Hitch receiver, AC, Tilt Wheel, Cruise Control,

State bid: \$16,849.00\*  
Corning Ford quote: \$16,900.00

**Vehicle 2:**

Ford F-150 4 X 2; V-6, 126" WB, XL Trim, Cloth Seat, AM/FM Stereo, 4 Speed Auto Trans., AC, Tilt Wheel, Cruise Control.

State bid: \$14,301.00\*  
Corning Ford quote: \$14,444.00

*\*Note: State bid includes \$500 early payment discount and \$150 destination fee*

**Draft**

ITEM NO: G-11  
APPROVE PROGRESS PAY ESTIMATE  
NO. 1 IN THE AMOUNT OF \$56,753.94 TO  
TRENT CONSTRUCTION FOR THE CLARK  
PARK MUNICIPAL WATER WELL  
PROJECT

AUGUST 9, 2011

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
JOHN L. BREWER, AICP; DIRECTOR OF PUBLIC WORKS  
ED ANDERSON, CITY ENGINEER



**SUMMARY:**

Attached for City Council review is a copy of Partial Pay Estimate No. 1 requesting payment of \$56,753.94 for the Clark Park Municipal Water Well Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to Franklin Construction.

**FINANCIAL:**

The Director of Public Works and the City Engineer have reviewed and approved this request.

Original Construction Contract	\$ 594,089.00
Contract Change Order No. 1	\$ 7,619.00
Total Adjusted Contract Amount	\$ 601,708.00
<b>Proposed PPE No. 1</b>	<b>\$ 56,753.94</b>
Work completed	\$ 40,984.50
Stored Materials	\$ 15,769.44
Retention to be held (10%)	\$ (5,675.40)
<b>Amount due to Contractor</b>	<b>\$ 51,078.54</b>

Funding for this project is provided by FY 11/12 budget line number 384-9275-7420 (Clark Park Water Well/Water Improvements).

**BACKGROUND:**

The Clark Park Municipal Water Well Project contract was awarded to Trent Construction of Gerber, CA at the May 24, 2011 Regular City Council Meeting. The new water well is currently under construction at Estil Clark Park located on Fig Lane in Corning.

**RECOMMENDATION:**

Mayor and Council approve Progress Pay Estimate No. 1 in the amount of \$56,753.94 to Trent Construction for the Clark Park Municipal Water Well Project



# Progress Estimate

# Contractor's Application

For Estil Clark Park Project						Application # One				
Application Period						Application Date: 31-Jul-11				
A			B	C	D	E	F			
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	Mob & Demo of eq. site work cleanup, water & mud disposal, complete in place.	Lump sum	\$27,045.00	\$27,045.00		\$13,522.50		\$13,522.50	50.0%	\$13,522.50
2	Drilling & electric logging test bore, complete in place.	400 lf	\$41.30	\$16,520.00		\$16,520.00		\$16,520.00	100.0%	\$0.00
3	Reaming test bore to 2" diameter, complete in place.	400 lf	\$73.16	\$29,264.00		\$0.00		\$0.00		\$29,264.00
4	Furnish & install 14" well screen, complete in place.	300 lf	\$35.20	\$10,560.00		\$0.00		\$0.00		\$10,560.00
5	Furnish & install 14" well screen, complete in place.	100 lf	\$117.60	\$11,760.00		\$0.00		\$0.00		\$11,760.00
6	Furnish & install cement grout sanitary seal including 2" gravel fill pipe, complete in place.	50	\$60.00	\$3,000.00		\$0.00		\$0.00		\$3,000.00
7	Furnish & install continuous pour gravel pack, complete in place.	350 lf	\$29.50	\$10,325.00		\$0.00		\$0.00		\$10,325.00
8	Furnish, install & remove test pump, complete	Lump sum	\$7,200.00	\$7,200.00		\$0.00		\$0.00		\$7,200.00
9	Operate test pump & dispose of water, complete	24 hrs	\$210.00	\$5,040.00		\$0.00		\$0.00		\$5,040.00
10	Obtain water sample & provide complete mineral analysis per DPHS requirements, complete	Lump sum	\$1,800.00	\$1,800.00		\$0.00		\$0.00		\$1,800.00
11	Disinfect & cap well, complete in place.	Lump sum	\$1,320.00	\$1,320.00		\$0.00		\$0.00		\$1,320.00
12	Abandonment of test bore, if required, complete in place.	Lump sum	\$1,200.00	\$1,200.00		\$0.00		\$0.00		\$1,200.00
13	Furnish & install a complete pumping unit consisting of 150-HP DWT pump & motor, column, bowls, VFD unit, 1" chlorine injection pipe, sounding pipe, & all related electrical & mechanical controls, piping, chlorinator, & all related misc, work, complete in place.	Lump sum	\$125,410.00	\$125,410.00		\$0.00		\$0.00		\$125,410.00
14	Furnish & install a 200 KW, Diesel Generator, Auto transfer switch, & all required electrical components complete in place.	Lump sum	\$95,993.00	\$95,993.00		\$0.00		\$0.00		\$95,993.00

15	Construct slump block building, including electrical, air conditioning, structural, louvers, concrete, mechanical, & all related work, complete in place.	Lump sum	\$143,746.00	\$143,746.00	\$0.00	\$0.00		\$143,746.00
	Foundation		\$8,969.39					
	Block		\$22,166.69					
	Framing		\$7,056.79					
	Doors & Hardware		\$5,914.15					
	Paint		\$7,540.59					
	Plumbing		\$5,463.79					
	Trench for Electrical		\$2,390.68					
	Electrical		\$60,888.00					
	Trusses		\$918.04					
	Roof		\$4,130.00					
	HVAC		\$18,308.88					
16	Furnish & install 10" PVC, CI.50 water main, complete in place.	\$60.00	\$118.00	\$7,080.00	\$0.00	\$0.00		\$7,080.00
17	Furnish & install 10" gate valve, w/valve box & concrete collar, complete in place.	1 ea.	\$4,344.00	\$4,344.00	\$0.00	\$0.00		\$4,344.00
18	Connect 10" PVC to existing 8" PVC with CI tee & fittings, complete in place.	1 ea.	\$3,300.00	\$3,300.00	\$0.00	\$0.00		\$3,300.00
19	Furnish & install 8" PVC, CI.150 water main, complete in place.	930lf	\$67.30	\$62,589.00		\$15,769.44	25%	\$46,819.56
20	Connect new 8" PVC water main to existing 8" PVC water main, complete in place.	4 ea.	\$1,450.00	\$5,800.00	\$1,740.00	\$1,740.00	30%	\$4,060.00
21	Furnish & install 8" gate valve, w/valve box & concrete collar, complete in place.	3 ea.	\$2,870.00	\$8,610.00	\$6,027.00	\$6,027.00	70%	\$2,583.00
22	Culvert crossing on Marguerite Ave. Complete in place.	Lump sum	\$4,328.00	\$4,328.00	\$0.00	\$0.00		\$4,328.00
23	Furnish & install 8" double saddle & corporation stop on new 8" PVC water main, complete in place.	8 ea.	\$285.00	\$2,280.00	\$0.00	\$0.00		\$2,280.00
24	Traffic control, complete	Lump sum	\$3,000.00	\$3,000.00	\$600.00	\$600.00	20%	\$2,400.00
25	Prepare, obtain & implement a SWPP from the CRWQCB & pay the permit fee (estimated \$317.00 & install all required drainage protection facilities to comply with the permit requirements, complete in place.	Lump sum	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	100%	\$0.00
26	Furnish & install a 4' x 8' project sign, in accordance with the sign parameters, complete in place.	Lump sum	\$575.00	\$575.00	\$575.00	\$575.00	100%	\$0.00

	Contract Amount			\$594,089.00		\$40,984.50		\$56,753.94		\$537,335.06
	Change Order #1		\$7,619.00	\$7,619.00		\$0.00		\$0.00		\$7,619.00
	New Contract Amount			<b>\$601,708.00</b>		<b>\$40,984.50</b>	<b>\$15,769.44</b>	<b>\$56,753.94</b>	9.4%	<b>\$544,954.06</b>



07/29/11 Fri 08:10 Co: 1 Groeniger & Company

Groeniger & Company

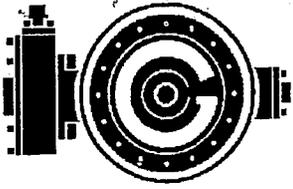
arro Oper: anna Page: 1

Accounts Receivable Report - Open Activity

Invoice #	Seq Type	Inv Dt	Due Dt	Reference	Journal #	Per	Orig Amt	DiscRemain	Amt Paid	Amt Due	
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Customer #:	206858 TRENT CONSTRUCTION										
Ship To:	CTY CORNCTY CORNING INSTALL & RE										
Customer #:	206858 TRENT CONSTRUCTION										
15013751-01	000	IN	07/28/11	08/27/11	CALL KENDAL--510-9324	215704	711	8313.37	77.40	0.00	8313.37 ✓
15013751-02	000	IN	07/28/11	08/27/11		215704	711	327.32	2.94	0.00	127.32 ✓
15013805-00	000	IN	07/28/11	08/27/11		215704	711	956.67	8.92	0.00	956.67 ✓
15013833-00	000	IN	07/28/11	08/27/11	CALL KENDAL--510-9324	215704	711	348.04	3.25	0.00	348.04 ✓
15013837-00	000	IN	07/28/11	08/27/11		215704	711	35.04	0.33	0.00	35.04 ✓
15013751-00	000	IN	07/26/11	08/25/11		215216	711	5789.00	53.24	0.00	5789.00 ✓
-----											
Total Transactions:			6				15769.44	146.08	0.00	15769.44	
-----											
Totals For Customer:			206858		6		15769.44	146.08	0.00	15765.44	
-----											
Grand Totals:			6				15769.44	146.08	0.00	15769.44	

Stored Materials

RECEIVED  
AUG 02 2011  
CITY OF CORNING



# Groeniger & Company

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
 (530) 897-4301 Fax

## INVOICE

TAKEN BY	INVOICE DATE	INVOICE NO.
edba	07/28/11	15013751-01
P.O. NO.		PAGE #
CORNING		1

CUST.#: 206858

SHIP TO: TRENT CONSTRUCTION  
 CITY OF CORNING  
 MARGUERITE AVE & FIG LANE  
 CORNING, CA 96021

BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE

GERBER, CA 96035-4731

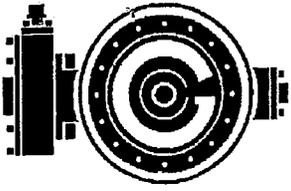
REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

INSTRUCTIONS		TERMS
KENDAL @ 385-1778		1% 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/28/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	PWDR1808 8" C900 CL 150 DR 18 PVC PIPE	940	0	940	FT	8.13	7642.20
7	FDFB500-444NL 1" MIP x MIP BALL CORP STOP NO LEAD	8	6	2	EA	49.00	98.00
						Total	7740.20
						Freight Out	12.00
						Taxes	561.17
						Invoice Total	8313.37 ✓
Last Page		Cash Discount	77.40	If Paid By 08/10/11			

FREIGHT CHARGES NOT SUBJECT TO CASH DISCOUNT.

A SERVICE CHARGE OF 1% PER MONTH WILL BE CHARGED FOR PAST DUE ACCOUNTS.  
 PVC PIPE IS A VOLATILE COMMODITY IN WHICH PRICING MAY CHANGE WITHOUT PRIOR NOTICE.



# Groeniger & Company

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
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## INVOICE

TAKEN BY	INVOICE DATE	INVOICE NO
edba	07/28/11	15013751-02
P.O. NO.		PAGE #
		1

CUST.#: 206858  
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 CITY OF CORNING  
 MARGUERITE AVE & FIG LANE  
 CORNING, CA 96021

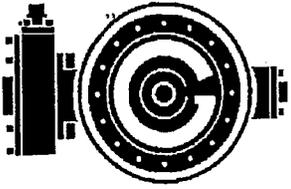
REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE  
 GERBER, CA 96035-4731

INSTRUCTIONS		TERMS
KENDAL @ 385-1778		1 1/2 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/28/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
7	FDFB500-444NL 1" MIP x MIP BALL CORP STOP NO LEAD	6	0	6	EA	49.00	294.00
Total							294.00
Freight Out							12.00
Taxes							21.32
Invoice Total							327.32 ✓
Last Page		Cash Discount	2.94		If Paid By 08/10/11		

FREIGHT CHARGES NOT SUBJECT TO CASH DISCOUNT.  
 A SERVICE CHARGE OF 1% PER MONTH WILL BE CHARGED FOR PAST DUE ACCOUNTS.  
 PVC PIPE IS A VOLATILE COMMODITY IN WHICH PRICING MAY CHANGE WITHOUT PRIOR NOTICE.  
 UNLESS OTHERWISE STATED, PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT



# Groeniger & Company

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
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## INVOICE

TAKEN BY	INVOICE DATE	INVOICE NO.
EDBA	07/28/11	15013805-00
P.O. NO.		PAGE #
		1

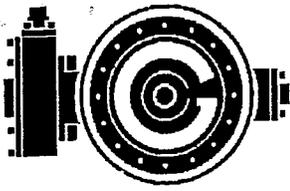
CUST.#: 206858  
 SHIP TO: TRENT CONSTRUCTION  
 CITY OF CORNING  
 WATER, WELL, PUMP WATERLINE INST  
 CORNING, CA 96021  
 BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE  
 GERBER, CA 96035-4731

REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

INSTRUCTIONS		TERMS
CITY OF CORNING		1% 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/17/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	USDMB4508CL 8" DOMESTIC DI MJ 45 ELBOW L/ ACC	4	0	4	EACH	115.00	460.00
2	ROGRACC08 8" MJ GRIP RING ACC SET f/ DI / C900	8	0	8	EACH	54.00	432.00
						Total	892.00
						Taxes	64.67
						Invoice Total	956.67
Last Page		Cash Discount	8.92	If Paid By 08/10/11			

FREIGHT CHARGES NOT SUBJECT TO CASH DISCOUNT.  
 A SERVICE CHARGE OF 1% PER MONTH WILL BE CHARGED FOR PAST DUE ACCOUNTS.  
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 UNLESS OTHERWISE STATED, PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT.



# Groeniger & Company

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
 (530) 897-4301 Fax

## INVOICE

TAKEN BY	INVOICE DATE	INVOICE NO
daba	07/28/11	15013833-00
P.O. NO.		PAGE #
CORNING		1

CUST.#: 206858  
 SHIP TO: TRENT CONSTRUCTION  
 CITY OF CORNING  
 WATER, WELL, PUMP WATERLINE INST  
 CORNING, CA 96021

BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE  
 GERBER, CA 96035-4731

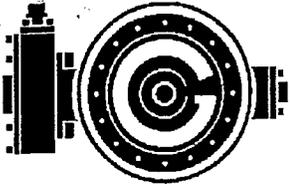
REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

INSTRUCTIONS		TERMS
CALL KENDAL - -510-9324		1% 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/28/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
3	CHG05 G5 TRAFFIC VAL BOX	4	0	4	EACH	31.00	124.00
4	CHG05C275W G5-C275 CAST IRON LID WATER	4	0	4	EACH	21.00	84.00
5	R0202S0905100IP 8" x 1" IP ROMAC DI-SAD DBL SS STRAP C900	1	0	1	EACH	78.00	78.00
6	FDFB500-444NL 1" MIP x MIP BALL CORP STOP NO LEAD	1	1	0	EA	49.00	0.00
7	GNGSN100036 1" x 36" GALV STEEL NIPPLE TBE	1	0	1	EACH	12.50	12.50
8	RWGV206100NL 1" 206AB BRASS GATE VALVE NO LEAD	1	0	1	ea	26.00	26.00
						Total	324.50
						Taxes	23.54
						Invoice Total	348.04 ✓
Last Page		Cash Discount	3.25	If Paid By 08/10/11			

FREIGHT CHARGES NOT SUBJECT TO CASH DISCOUNT.

A SERVICE CHARGE OF 1% PER MONTH WILL BE CHARGED FOR PAST DUE ACCOUNTS.  
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# Groeniger & Company

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
 (530) 897-4301 Fax

## INVOICE

TAKEN BY	INVOICE DATE	INVOICE NO
daba	07/28/11	15013837-00
P.O. NO.		PAGE #
CORNING		1

CUST.#: 206858

SHIP TO: TRENT CONSTRUCTION  
 CITY OF CORNING  
 WATER, WELL, PUMP WATERLINE INST  
 CORNING, CA 96021

BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE

GERBER, CA 96035-4731

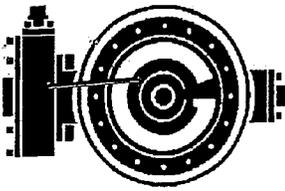
REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

INSTRUCTIONS		TERMS
CITY OF CORNING		1% 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/28/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
3	JJ583 J583 ADJ SPANNER WRENCH w/ STEEL HANDLE	1	0	1	EACH	32.67	32.67
						Total	32.67
						Taxes	2.37
						Invoice Total	35.04 ✓
Last Page		Cash Discount	0.33		If Paid By 08/10/11		

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# Groeniger & Company

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
 (530) 897-4301 Fax

## INVOICE

TAKEN BY	INVOICE DATE	INVOICE NO
edba	07/26/11	15013751-00
P.O. NO.		PAGE #
		1

CUST.#: 206858

SHIP TO: TRENT CONSTRUCTION  
 CITY OF CORNING  
 MARGUERITE AVE & FIG LANE  
 CORNING, CA 96021

BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE

GERBER, CA 96035-4731

REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

INSTRUCTIONS		TERMS
KENDAL @ 385-1778		1% 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/26/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
①	PWDR1808 <i>Item #17</i> 8" C900 CL 150 DR 18 PVC PIPE	940	940	0	FT	8.13	0.00
2	GNLUBEGL GALLON PIPE LUBE	1	0	1	EACH	15.00	15.00
3	GNTAPED02W 2" x 1000' DETECTABLE TAPE WATER	1	0	1	EACH	28.00	28.00
4	GNCHLRTAB5# 5# JAR HTH CHLORINE TABLETS	1	0	1	EACH	18.00	18.00
5	GNPMTXTB#1 11 OZ TUBE PERMATEX #1 FORM-A-GSKT	1	0	1	EACH	9.00	9.00
⑥	RO202S0905100IP 8" x 1" IP ROMAC DI SAD DBL SS STRAP C900	8	0	8	EACH	78.00	624.00
⑦	FDFB500-444NL 1" MIP x MIP BALL CORP STOP NO LEAD	8	8	0	EA	49.00	0.00
8	GNBN08DOMPL 8" DOM PLATED BOLT & NUT SET	6	0	6	EACH	16.00	96.00
9	CPRFG080008 8" 150# FLANGE FF GSKT RED RUBBER 1/8"	6	0	6	EA	4.00	24.00
10	ROFCA5010906 8" STD-DI 8-60-9-06 FLG CPLG ADAPTER R	2	0	2	EACH	278.00	556.00
11	CHG05 G5 TRAFFIC VAL BOX	3	0	3	EACH	31.00	93.00
12	CHG05C275W G5-C275 CAST IRON LID WATER	3	0	3	EACH	21.00	63.00
13	PWSDR350820 8" x 20' SDR 35 PVC SEWER PIPE	20	20	0	FT	5.00	0.00
14	USDMSL08 8" DOMESTIC DI MJ SOLID LONG SLEEVE L/ ACC	1	0	1	EACH	121.00	121.00
15	USDMFA08CL 8" DOMESTIC DI MJ x FLG ADAPTER L/ ACC	3	0	3	EACH	120.00	360.00
16	USCFT080808 8" DOMESTIC FLG TEE	2	0	2	EACH	425.00	850.00
17	USDMACC08 8" DOMESTIC DI MJ ACCESSORY SET	7	0	7	EACH	31.00	217.00
Continued Cash Discount		53.24	If Paid By 08/10/11				

FREIGHT CHARGES NOT SUBJECT TO CASH DISCOUNT.

A SERVICE CHARGE OF 1% PER MONTH WILL BE CHARGED FOR PAST DUE ACCOUNTS.

PVC PIPE IS A VOLATILE COMMODITY IN WHICH PRICING MAY CHANGE WITHOUT PRIOR NOTICE.

UNLESS OTHERWISE STATED, PVC PIPE WILL BE PRICE AT TIME OF SHIPMENT.

JUL-29-11

# Groeniger & Company

# INVOICE

68 Transit Way  
 Chico, CA 95973-9752  
 (530) 897-4300 Ph  
 (530) 897-4301 Fax

TAKEN BY	INVOICE DATE	INVOICE NO.
edba	07/26/11	15013751-00
P.O. NO.		PAGE #
		2

07/29/11

Invoice

Custo #: 206858  
 Ship TO: TRENT CONSTRUCTION  
 CITY OF CORNING  
 MARGUERITE AVE & FIG LANE  
 CORNING, CA 96021

BILL TO: TRENT CONSTRUCTION  
 8270 TRUCKEE AVE  
 GERBER, CA 96035-4731

REMIT TO: Groeniger & Company  
 P.O. Box 3629  
 Hayward, CA 94540-3629

INSTRUCTIONS		TERMS
KENDAL @ 385-1778		1% 10th N30
SHIP POINT	SHIP VIA	SHIPPED
CHICO BRANCH	Our Truck	07/26/11

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)	
18	CW610208 8" CLOW FLG RW GATE VALVE	1	0	1	EACH	750.00	750.00	
19	CW610608 8" CLOW MJ x FLG RW GATE VALVE L/ ACC	2	0	2	EACH	750.00	1500.00	
Total							5324.00	
Freight Out							79.00	
Taxes							386.00	
Invoice Total							5789.00	
Last Page	Cash Discount	53.24 If Paid By 08/10/11						

FREIGHT CHARGES NOT SUBJECT TO CASH DISCOUNT.  
 A SERVICE CHARGE OF 1% PER MONTH WILL BE CHARGED FOR PAST DUE ACCOUNTS.  
 PVC PIPE IS A VOLATILE COMMODITY IN WHICH PRICING MAY CHANGE WITHOUT PRIOR NOTICE.  
 UNLESS OTHERWISE STATED, PVC PIPE WILL BE PRICE AT TIME OF SHIPMENT.

**ITEM NO. : J-12**  
**APPROVE PROFESSIONAL SERVICES**  
**AGREEMENT WITH CMESA TO PERFORM**  
**SERVICES AS A PART TIME PARK**  
**DEVELOPMENT COORDINATOR TO**  
**ASSIST WITH THE DEVELOPMENT OF THE**  
**CORNING COMMUNITY PARK.**

**AUGUST 9, 2011**

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

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

**SUMMARY:**

Planning Director, John Stoufer and City Engineer, Ed Anderson have determined that having a consultant assist city staff and perform duties as a part time Park Development Coordinator will benefit the overall planning, design and construction of the Corning Community Park while saving time and money in the process. The City advertised a Request for Proposals for the position in the Corning Daily Observer and on the City's website. The description and scope of services for which this position will assist city staff in performing is as follows:

- Maintain records in database and paper files, track grant expenditures, process forms for reimbursement from the State of California, and prepare budget summaries throughout the pre-construction and construction phases of park development.
- Assist staff in the preparation of plans and specifications for development of various park amenities when requested.
- Assist staff in the preparation of bid packets for the purchase of park features and construction activities when requested.
- Assist with the preparation of Request for Proposals and Qualifications from outside consulting firms used throughout the development of the park.
- Plan and schedule timelines and milestones for development of the park.

- Provide regular written and oral updates/reports and act as a liaison with the general public on development of the park.
- When required, attend staff meetings and participate in organization-wide planning.
- Provide on-site quality control and schedule inspections from various agencies during the construction phases of the park.
- Assist with tracking prevailing wage requirements as required by the Department of Industrial Relations.
- Assure and track compliance with the California Environmental Quality Act.
- Proactively manage changes in project scope, identify and inform city staff of any potential crises, and assist in devising a contingency plan.
- Coordinate meetings with outside sales representatives of park amenities.

#### SCOPE OF SERVICES – BASIC; COMPLETION SCHEDULE

The Consultant shall perform those basic services as identified in the Description of Services under direction of City staff and shall complete said services as directed by staff.

#### **PROPOSAL AND STAFF RECOMMENDATION:**

The City received a proposal from Consulting Made Easy by Smith and Associates (CMESA). Blaine Smith will be the lead consultant for CMESA. City staff is recommending that Blaine Smith be hired in a part-time position as the Corning Community Park Development Coordinator to assist city staff in the development and construction of the Corning Community Park. The City Engineer is encouraging that the City hire Blaine on a part-time basis for this position to assist the city staff in procuring consultants for the design of various specialized features that will be constructed at the park; i.e., skateboard park, landscaping, gazebo, lighting for soccer fields, etc.

Blaine could utilize the small office adjacent to the storage area in city hall (formerly used by the Recreation Director). He would work in close coordination with the City Engineer, Public Works Director, Grant Consultant and Planning Director in this endeavor. His duties would also entail keeping an up to date paper trail and accounting of the on-going park project in accordance with the grant requirements. The

development and construction of the Corning Community Park will take a couple of years to complete and will entail a voluminous amount of accurate and detailed paperwork to comply with the grant requirements and the eventual grant audit.

He would assist the city staff in the preparation of RFQ's and RFP's for those aspects of the project that allow such solicitation, and also assist in the selection of the various components desired for the skateboard park. It is important to note that he has been the liaison between the citizens skateboard advisory committee and will continue in that capacity, insuring that the skateboard park meets the desires of the local skateboard enthusiasts. He already has a good grasp about the design and construction of skateboard parks and the features preferred by the local skateboard committee.

He would assist the city engineer and city staff in the preparation of contract documents (plans and specifications); soliciting for RFQ's, advertising for bids, responding to inquiries from plan holders, and in general assisting city staff during the construction of the many park amenities. His educational background (Bachelor and Master Degree) is consistent with this type of work.

The City Engineer will acquaint Blaine with the tasks and procedures necessary to fulfill the above duties and responsibilities, and will continue to supervise his training in the various aspects of construction contract administration, on an on-going basis.

City staff feels this is an ideal win-win situation, and will enable the city to get the ball rolling immediately, and to keep it rolling, in an effort to realize the successful development of Corning's Community Park in a timely manner.

City staff recommends that Blaine Smith be hired, on a part-time basis, as the Park Development Coordinator.

**RECOMMEND ACTION:**

**MOVE TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH CMESA FOR THE AMOUNT OF \$35.00 PER HOUR TO PERFORM DUTIES AS A PART TIME PARK DEVELOPMENT COORDINATOR TO ASSIST CITY STAFF IN THE DEVELOPMENT OF THE CORNING COMMUNITY PARK.**

**ATTACHMENTS**

Exhibit "A" - Proposal submitted by CMESA

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



*Consulting Made Easy by Smith and Associates*

P.O. Box 215  
Corning, CA 96021  
Office: 824-4101  
Cell: 951-500-5553

Blaine Smith --Lead Consultant/ Project Oversight

**PROPOSAL:**

Corning Community Park Project, City of Corning, CA

- a. Blaine Smith – Lead Consultant
  - i. Blaine Smith brings an approach that he has acquired from being a leader in many important projects throughout his education and work experience. For the past four years Blaine has been working at a number of university and recreational establishments. He has held positions as Recreation and Sport Coordinator, university administration and coaching with also holding several different internships and student service learning projects.
  - ii. Education:
    1. Master of Arts Degree, Sport Management University of San Francisco
    2. Bachelor of Science Degree, Exercise Science: Scientific Basis, Minor in Physical Education
- b. P.O. Box 215 Corning, CA 96021
- c. 951-500-5553
- d. Blaineasmith@gmail.com

Consulting Made Easy by Smith and Associates (CMESA) brings a forward thinking approach to the sport and recreation industry. Using an educational work related experience; CMESA can use a network of knowledge and past experience to bring fresh ideas and smart business practices to any project oversight. With direct ties to industry leading associates, CMESA has many resources at its finger tips. With this type of approach it can allow for positive influences from a macroeconomics scale all the way to the smallest microeconomic influence.

One of the most important aspects in today economy is to understand the needs in which to supply information, communication and using forward thinking strategies to ever changing communities and societies. To proactively manage a grant like proposition 84 for the City of Corning is a highly specialized position which CMESA is well educated in the following areas to provide specialized consulting and administration services:

**Leadership and Critical Thinking in Sport Management**

- Skills developed: effective communication; decision making; work environment analysis; political awareness; goal setting and risk taking. Exploratory research regarding opportunities in the sport industry. Case studies from professional and collegiate sports, fitness and sport marketing industries will also be included. The role of ethics in leadership.

**Accounting and Budgeting in Sport**

- Applied budgeting for events, facilities, professional, university, and recreation. Cost-profit-volume analysis and breakeven analysis.

**Sport Business Research**

- Principles and techniques of business research including, development of research objectives, theories, hypotheses, review of existing research, methodologies, and data analysis.

**Sport Economics and Finance**

- Techniques of economic impact and feasibility studies, valuation of sport assets, and financial analysis. Reasons for and methods of government sport venue financing. The role of ethics in sport economics and finance.

**Sport Law**

- Foundations of the legal system and legal research. State, federal, and organizational regulation specific to sport. Focus on contract law, tort liability and negligence, constitutional law and discrimination, antitrust law, agency law, labor law and collective bargaining. Skills focus on contract development, dispute resolution, and management of risk.

**Strategic Management in Sport**

- Strategic management and human resources. Understanding the value chain, competitive forces that affect a firm, factors affect each force, strategic choices including low-cost leader and differentiated products, methods to achieve each strategic choice. Also, understanding groups and teams, negotiation, resource allocation, governance, recruitment of employees, training and development, employee motivation and compensation.

**Managing Sport in a Dynamic Environment**

- This course embraces the concept that successful strategies for managing ideas, people, and organizations are constantly changing. It's to offer topics which may change from year to year such as sport culture and commerce, personnel management, sociology of sport, and customer relationship management.

**COST PROPOSAL:**

With the CMESA office being centrally located to the project it would be the firm's highest regard to provide a fast and economical service without incurring high fees for services provided.

Hourly Rates:

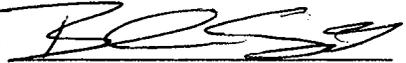
Project/Administration overview ----- 35/hour\*

Incurred cost: Insurance, gas/mileage, photographs, graphics and technology updates.

Depending on scope of work and timing of project outline, the hours per week consulting will range per the cities request. CMESA will turn service hours in bi-weekly. It is assumed that the city will use CMESA consulting on average 25-35 hours per week until all park projects are completed.

**AUTHORIZED SIGNATURE:**

If this proposal meets with your approval, this will serve as a mutual commitment between CMESA and the City of Corning. Work will be scheduled upon your request.

By:  7/28/11  
 CMESA authorized individual Date

By: \_\_\_\_\_  
 City of Corning, CA Date

\* Negotiable\*

**CITY OF CORNING – PROFESSIONAL SERVICES AGREEMENT WITH**

**Consulting Made Easy by Smith and Associates**

**P.O. Box 215, Corning, CA 96021**

**Phone: (530) 824-4101**

**E-mail: Blaineasmith@gmail.com**

**for**

**CITY OF CORNING PART TIME PARK DEVELOPMENT COORDINATOR**

THIS AGREEMENT (Agreement), made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, is by and between the **CITY OF CORNING, a California municipal corporation**, hereinafter referred to as City, and **Consulting Made Easy by Smith and Associates**, hereinafter referred to as Consultant.

**WITNESSETH:**

**SECTION 1 - ORGANIZATION AND CONTENTS.**

This Agreement is divided into the following Sections:

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SECTION 4- COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	3
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## **SECTION 2 - DESCRIPTION OF SERVICES**

City desires to engage Consultant to provide services as a part time park development coordinator assisting in the planning, design and development of the Corning Community Park. The professional services shall assist the city engineer and city staff in the preparation of contract documents (plans and specifications); soliciting for RFQ's, advertising for bids, responding to inquiries from plan holders, and in general assisting city staff during the construction of the many park amenities. Additional duties relative to development of the Corning Community Park may be assigned by city staff.

## **SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic services as identified in Section 2 and shall complete said services in a timely manner as discussed and assigned by city staff.

## **SECTION 4 - COMPENSATION**

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner, time and in accordance with the payment schedule as set forth in **EXHIBIT A** entitled **COMPENSATION; PAYMENT OF FEES**. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with **EXHIBIT A**, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

## **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are

rendered under this Agreement. Consultant represents and warrants to City that he has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession at the time the services are performed.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the project contemplated by this Agreement, City shall provide as follows:

- 6.1** Assist Consultant by placing at Consultant's disposal all available information related to the services and/or project to be provided, including previous reports and any other data relative to the services and/or project which may be applicable to it.
- 6.2** Assist in gaining access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.
- 6.3** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.
- 6.4** Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

#### **SECTION 7 - INDEMNIFICATION**

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

## **SECTION 8 - INSURANCE**

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

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

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

### **9.2 Assignment**

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

### **9.3 Changes to Scope of Work - Basic Services**

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

#### **9.4 Compliance with Laws, Rules, Regulations**

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

#### **9.5 Conflict of Interest**

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

#### **9.6 Exhibits Incorporated**

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

#### **9.7 Independent Contractor**

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

services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

### **9.8 Standard of Performance**

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

### **10.9 Integration**

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

### **9.10 Jurisdiction and Venue**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

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

### **9.11 Ownership of Documents**

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

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

#### **9.12 Subcontracts**

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

#### **9.13 Term; Termination**

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

#### **9.14 Notices**

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

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

b. To Consultant: **Blaine Smith**  
Consulting Made Easy by Smith and Associates  
P.O. Box 215  
Corning, California 96021

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

**9.15 Attorneys Fees and Costs**

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

**9.16 Non-Discrimination**

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

**9.17 Amendments**

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

**9.18 Counterparts**

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

**9.19 Severability**

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

**SECTION 10 - ATTACHMENT OF EXHIBITS**

This Agreement has attached to it as a part hereof EXHIBITS A and B, which pursuant to paragraph 9.6 above, have been and are incorporated herein by reference.

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

**City of Corning**

**Consulting Made Easy by Smith & Associates**

\_\_\_\_\_  
Stephen J. Kimbrough  
City Manager

\_\_\_\_\_  
Blaine Smith  
Consultant

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

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

APPROVED AS TO FORM.

\_\_\_\_\_  
Michael C. Fitzpatrick  
City Attorney

## **10.1 EXHIBIT A - FEE SCHEDULE**

Consultant will provide professional services based on an hourly rate of \$35.00 (Thirty Five) per hour for Blaine Smith as Principal Consultant to perform duties as a part time Park Development Coordinator. This rate will be applicable through completion of the Corning Community Park and subsequent audits performed by the State of California prior to final closeout of the grant contracts.

Outside consultants and services required by Consultant to provide necessary services will be paid by the City at an actual cost basis with no percentage surcharge imposed by Consultant.

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

**John Stoufer, Planning Director**

City of Corning  
794 3<sup>rd</sup> Street  
Corning, CA 96021

## **10.2 - EXHIBIT B – INSURANCE REQUIREMENTS**

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

All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall include the City of Corning and its elected and appointed officials, officers, and employees as additional insureds, and shall not be reduced or canceled without 30 days written prior-notice certain to the City. Contractor shall provide the City a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If contractor has employees, he shall obtain and maintain continuously workers' compensation insurance to cover any such employees.

**ITEM NO. : J-13  
APPROVE PROPOSAL AND  
PROFESSIONAL SERVICES AGREEMENT  
WITH ACTION SPORTS DEVELOPMENT  
FOR THE DESIGN OF A SKATE/BIKE PARK  
AS PART OF THE CORNING COMMUNITY  
PARK.**

**AUGUST 9, 2011**

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

**FROM: JOHN STOUFER, PLANNING DIRECTOR  
ED ANDERSON, CITY ENGINEER**

**DISCUSSION:**

Staff requested statement of qualifications from firms throughout the country that specialize in the design of skateboard and bike parks. Five proposals were received from firms in California, Arizona, and Missouri. After reviewing the statement of qualifications, and calling references from throughout the country, staff met with Michael McIntyre president of Action Sports Development (ASD), and after discussing the project design and specifications asked Mr. McIntyre, who is a Registered Landscape Architect, to submit a proposal for designing and preparing specifications for the construction of the skate/bike park.

ASD's proposal includes using a sub-consultant, Stantec, a Landscape Architecture and Engineering firm from Sacramento that has been involved in the construction of over 300 parks in Northern California during the past 25 years, to provide civil, geotechnical, structural, and electrical engineer services.

The proposal is in line with the design and engineering cost estimates that were included in the cost summary of the grant application, therefore, staff is recommending that the City Council take the following action:

**ACTION:**

1. Move to approve the proposal submitted by Action Sports Development, LLC and authorize the City to enter into the professional services agreement to design and engineer the skate/bike park feature for phase 1 development of the Corning Community Park.

**ATTACHMENTS**

Professional Services Agreement with Action Sports Development, LLC.

**CITY OF CORNING – PROFESSIONAL SERVICES AGREEMENT WITH**

**Action Sports Development, LLC**

**6965 El Camino Real, 105-609**

**Phone: (760) 815-7735**

**E-mail: Mike@ActionSportDesign.com**

**for**

**Design and Engineering of a skateboard/bike park**

THIS AGREEMENT (Agreement), made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, is by and between the **CITY OF CORNING, a California municipal corporation**, hereinafter referred to as City, and **Action Sports Development, LLC**, hereinafter referred to as Consultant.

**WITNESSETH:**

**SECTION 1 - ORGANIZATION AND CONTENTS.**

This Agreement is divided into the following Sections:

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## **SECTION 2 - DESCRIPTION OF SERVICES**

City desires to engage with the Consultant to design and engineer an approximately 18,000 sq. ft. skateboard/bike park for construction as a part of the phase 1 development of the Corning Community Park.

## **SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic services as presented to the City by the Consultant in the Scope and Fee Proposal dated August 1, 2011. **EXHIBIT C**

## **SECTION 4 - COMPENSATION**

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner, time and in accordance with the payment schedule as set forth in **ATTACHMENTS A,B,&C, of EXHIBIT C** entitled **DESIGN AND BIDDING SERVICES-FEE SUMMARY, DESIGN FEE MATRIX, ASD-HOURLY RATE & EXPENSES SCHEDULE**. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with **EXHIBIT A**, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

## **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. Consultant represents and warrants to City that he has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to

City that Consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession at the time the services are performed.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the project contemplated by this Agreement, City shall provide as follows:

**6.1** Assist Consultant by placing at Consultant's disposal all available information related to the services and/or project to be provided, including previous reports and any other data relative to the services and/or project which may be applicable to it.

**6.2** Assist in gaining access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.

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

#### **SECTION 7 - INDEMNIFICATION**

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

## **SECTION 8 - INSURANCE**

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

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

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

### **9.2 Assignment**

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

### **9.3 Changes to Scope of Work - Basic Services**

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

#### **9.4 Compliance with Laws, Rules, Regulations**

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

#### **9.5 Conflict of Interest**

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

#### **9.6 Exhibits Incorporated**

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

#### **9.7 Independent Contractor**

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

services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

### **9.8 Standard of Performance**

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

### **10.9 Integration**

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

### **9.10 Jurisdiction and Venue**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

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

### **9.11 Ownership of Documents**

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

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

#### **9.12 Subcontracts**

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

#### **9.13 Term; Termination**

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

#### **9.14 Notices**

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

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

b. To Consultant: **Action Sport Development, LLC**  
Mike McIntyre, President  
6965 El Camino Real, 105-609  
Carlsbad, California 92009

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

#### **9.15 Attorneys Fees and Costs**

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

#### **9.16 Non-Discrimination**

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

#### **9.17 Amendments**

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

#### **9.18 Counterparts**

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

#### **9.19 Severability**

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

**SECTION 10 - ATTACHMENT OF EXHIBITS**

This Agreement has attached to it as a part hereof EXHIBITS A, B, and C which pursuant to paragraph 9.6 above, have been and are incorporated herein by reference.

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

**City of Corning**

**Action Sport Development, LLC**

\_\_\_\_\_  
Stephen J. Kimbrough  
City Manager

\_\_\_\_\_  
Michael R. McIntyre  
President

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

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

APPROVED AS TO FORM.

\_\_\_\_\_  
Michael C. Fitzpatrick  
City Attorney

## **10.1 EXHIBIT A - FEE SCHEDULE**

Consultant will provide professional services based on the rates established in Attachments A, B, & C of Exhibit C. This rate will be applicable through completion of the Corning Community Park and subsequent audits performed by the State of California prior to final closeout of the grant contracts.

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

**John Stoufer, Planning Director**  
City of Corning  
794 3<sup>rd</sup> Street  
Corning, CA 96021

## **10.2 - EXHIBIT B – INSURANCE REQUIREMENTS**

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

All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall include the City of Corning and its elected and appointed officials, officers, and employees as additional insureds, and shall not be reduced or canceled without 30 days written prior-notice certain to the City. Contractor shall provide the City a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If contractor has employees, he shall obtain and maintain continuously workers' compensation insurance to cover any such employees.



## EXHIBIT C

- Action Sport Design/ Development
- Landscape Architecture
- Park Planning & Urban Design
- Construction Management

DATE: August 1, 2011

TO: Mr. John Stoufer, Planning Director  
City of Corning at City Hall  
794 Third Street  
Corning, CA 96021

FROM: Mr. Michael R. McIntyre, RLA, President  
ACTION Sport Development, LLC.

RE: Scope and Fee Proposal- City of Corning, CA-Skateboard/ Bike Park

Dear Mr. Stoufer:

ASD's team is prepared to perform all tasks outlined within the proposed scope of work for the City of Corning, CA Skateboard/ bike park. This Proposal, should it be accepted by you, shall be considered the outlined scope of work which consists of a +/-18,000 Sq. Ft. Skateboard/ Bike Park with a proposed budget of \$700,000.00 which shall meet the needs of the City of Corning, CA process, community input and professional design services for low bid/ build process.

A policy of ASD is to provide the Client with a scope of work and fee summary. The proposed design process is to be performed by ACTION Sport Development, LLC. (ASD) for the City of Corning, CA (CLIENT) includes the following:

### TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

#### Objectives:

- Define scope of work, schedule, program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct site visit.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost and budget.
- To conduct Action Sport specific public design workshop.

#### 1.1 Project Kick-off Meeting #1 (ASD/CLIENT) PHONE CONFERENCE

- ASD will issue a data sheet/questionnaire for the Client to complete prior to the first project meeting. This data sheet will assist ASD in the programming and design of the skate park.
- Meet with City/Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and distribution of design team responsibilities.

- 1.2 Data Collection (ASD/ CLIENT)**
- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work by the Client.
- 1.3 Skateboard/ Bike Park Flow and Skill Level Diagrams (ASD)**
- Develop two (2) alternative bubble diagrams illustrating the layout and program relationships of the Skateboard/ Bike Park to the overall master plan amenities.
  - Diagram skill levels, approximate size of amenities and circulation throughout each transition zone.
- 1.4 Project Meeting #2 & Public Meeting #1 (ASD/CLIENT)**
- Conduct a site visit.
  - City/Client shall locate and reserve the room(s) for each of the below listed meetings.
  - City/Client shall provide ASD with any operational or maintenance issues pertaining to other parks within the Client's oversight. ASD will use this information to respond to any existing park issues that may be addressed in the design of this project.
  - City/Client shall provide ASD with any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project. Client & City shall additionally inform ASD of any special requirements for this particular project (city approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.).
  - Three separate meetings will occur on the same date:
    - Client Staff Meeting – This meeting will include the Client Staff.
    - Design Team/Project Consultant Meeting – This meeting will include the Client Staff, City Staff, public agencies and any team consultants related to the project.
    - Public-Skateboard/ Bike Park Meeting #1 – The public meeting, typically starting between 5:00 – 7:00 pm, will be held to facilitate a work session to develop consensus and present the Skateboard/ Bike Park bubble diagrams & to conduct first design workshop. ASD will present various Skate Park Styles and Elements for public feedback on design direction.

**Task 1.0 Deliverables**

- 1.1 Memorandum of project understanding and scope – submitted to Client & City for review and approval.
- 1.2 Matrix delineating requested items and status of each item (received/waiting on information). Matrix shall be issued to client after Design Team Meeting #1.
- 1.3 ASD shall use the existing preliminary park master plan as the deliverable for this task.
- 1.4 Internal design sketches of proposed amenities to the Client for review.

**TASK 2.0 SCHEMATIC DESIGN PHASE**

- 2.1 Skateboard/ Bike Park Conceptual Layout Plans (ASD)**
- Based upon specific design criteria gathered from the Client/City and public input obtained from the first public meeting, ASD will prepare (2) conceptual design plans that will depict ASD facilities and relationships. Specific concept to be reviewed under this contract shall be limited to the following items:
    - Develop a maximum of two (2) conceptual Skateboard/ Bike Park designs identifying horizontal layout of the park based on the conceptual bubble diagram layout and client approval.
    - Pedestrian access and circulation system.
    - Relationship between Skateboard/ Bike Park elements and existing/proposed recreation areas.
    - Landforms and grading concept (Skateboard/ Bike Park only).
- 2.2 Project Specific Skateboard/ Bike Park Website (ASD)**
- Create website specific to this project available by first accessing [www.actionsportdesign.com](http://www.actionsportdesign.com). The website will be accessible 24/7 by anyone with the correct login and password, providing they have access to the Internet.
  - The website address, along with a login and password will be distributed to all participants in the public meeting #1.

- Items displayed on the website will include concept photos/drawings.
  - Community will have the opportunity to interact with ASD via e-mail and provide design feedback.
- 2.3 Develop Final Skateboard/ Bike Park Schematic Master Plan (ASD/CLIENT)**
- Develop (1) final Skateboard/ Bike Park master plan based on conceptual layouts, design team input, City input, client input, and public design workshop comments.
- 2.4 Preliminary Skateboard/ Bike Park Cost Estimate (ASD)**
- Determine preliminary cost for the Skateboard/ Bike Park elements.
  - Cost estimate shall be based upon general square footage prices, based on current market conditions.
- 2.5 Present Final Skate Park Design (ASD)**
- ASD will present the final Skateboard/ Bike Park in 3-D graphic format.

**Task 2.0 Deliverables**

- 2.1 Conceptual ASD plans and improvement sketches to be used as a basis for the future construction documents.
- 2.2 Project specific website accessible via [www.ActionSportDesign.com](http://www.ActionSportDesign.com)
- 2.3 Final Skateboard/ Bike Park schematic master plan.
- 2.4 Preliminary costs for Skateboard/ Bike Park based on current market conditions.
- 2.5 Final Skateboard/ Bike Park Design graphics.

**TASK 3.0-DESIGN DEVELOPMENT PHASE (60% Client Review Submittal)**

**Objectives:**

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
  - To refine an estimate of probable construction cost and budget.
  - Upon review by the Client/ City of the Schematic Design plans, ASD shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.
- 3.1 Project Meeting #3 – DD Coordination (ASD/CLIENT) PHONE CONFERENCE**
- ASD will make available to the Client a copy of the final plan prior to project meeting #3.
  - Evaluate Skateboard/ Bike Park plan for security, access and code compliance.
  - Review plan for innovation, value engineering, and review design schedule.
- 3.2 Materials Research (ASD)**
- Identify proposed materials and furnishings to be used within the Skateboard/ Bike Park elements.
  - Identify all products by manufacturer and approximate cost.
- 3.3 Prepare Base Information (ASD)**
- Prepare base information for inclusion in all future design documents.
  - ASD will coordinate drawings within our scope of work with Project Design Team members as updates become available.
- 3.4 ASD Plan (ASD)**
- Convey major ASD features relevant to the Skateboard/ Bike Park placement on site.
  - Site survey will be provided by Client.
- 3.5 Preliminary Skateboard/ Bike Park Material Reference Plan (ASD)**
- Identify all major amenities in the Skateboard/ Bike Park Master Plan by keynote description.
  - Reference all major details, enlargements and sections.
- 3.6 Preliminary Layout Plan (ASD)**
- Final location of Skateboard/ Bike Park elements using horizontal coordinates, curve data & vertical elevations.
  - Enlarged layout plan for the Skateboard/ Bike Park using horizontal coordinates, curve data & vertical elevations.

- 3.7 Axon Plan (ASD)**
  - ASD shall prepare a 3-D rendering of the Action Sport elements for the Client.
- 3.8 Preliminary Grading and Drainage Plan & Coordination (ASD/ CIVIL ENGINEER)**
  - Proposed spot grades at necessary points to convey intended elevations and direction of flow by ASD. ASD team will provide storm drainage within the skate park and connect to a drainage stub(s) provided by the City. The provided drainage stub shall be sized appropriately to accommodate the flows and have adequate invert depth for positive drainage.
  - Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by ASD's Sub-Consultant Civil Engineer.
- 3.9 General Skateboard/ Bike Park Lighting Guidelines (ASD/ ELECTRICAL ENGINEER)**
  - If the park is to be lit, ASD will provide general Skateboard/ Bike Park lighting guidelines to Client to aid in the design of appropriate lighting layout for the skate park. Electrical plans to be prepared by ASD's sub-consulting Electrical Engineer.
- 3.10 Sections/Profiles Plan (ASD)**
  - Vertical sections at appropriate scale conveying the overall Skateboard/ Bike Park design intent.
- 3.11 Construction Details (ASD/PROJECT DESIGN TEAM)**
  - Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.
  - Included details: Pavement, skate elements, seatwalls, benches, tables, drain inlets, light poles, structural footings.
- 3.12 Specifications (ASD/PROJECT DESIGN TEAM)**
  - Provide 60% specifications for all elements within this project that falls under this scope of work within the project limit work lines.
- 3.13 Preliminary Statement of Probable Construction Costs - 60% (ASD)**
  - Prepare opinion of probable construction cost for the Skateboard/ Bike Park within the project's limit of work.
- 3.14 60% Client Review Submittal (CITY/CLIENT/ASD)**
  - Submit 60% plan set, specifications, and construction estimate for review by Client.
  - It shall be the responsibility of the Client & City to review all material and respond to ASD with any comments or questions in a timely manner.
- 3.15 Project Meeting #4 - DD Review (ASD/CLIENT/CITY) PHONE CONFERENCE**
  - Client & City review of 60% submittal.

**Task 3.0 Deliverables**

- 3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.
- 3.2 Cut-sheets and/or product samples for submittal to client for review and approval.
- 3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 60% plan set.
- 3.4 {1} 24"x36" 60% plan set  
{1} Set 60% Specifications  
{1} Cost Estimate

**TASK 4.0-FINAL CONSTRUCTION DOCUMENTS (95%-100%)**

**Objectives:**

- Upon review by the Client of the Design Development documents, ASD shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary to build the entire Skateboard/ Bike Park elements.
- Construction documents shall include: layout, grading & drainage, materials and other plans as necessary to facilitate the construction of the proposed project.
- ASD will submit 95% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by the Client & City to present to the Client 100% final, professional sealed plans for bidding.

**4.1 Project Meeting #5 – CD Overview (ASD/CLIENT) PHONE CONFERENCE**

- Review approved Design Development drawings and Master Schedule.

**4.2 95% Construction Documents (ASD/PROJECT DESIGN TEAM)**

- ASD will finalize plans to facilitate construction of this Skateboard/ Bike Park project. These 95% construction documents at a minimum shall include:
  - Site Plan
  - Axon Plan
  - Materials Reference Plan
  - Layout Plan
  - Grading and Drainage Plan
  - Sections/Profiles Plan
  - Construction Details
  - Quantities

**4.3 Statement of Probable Construction Cost – 95% (ASD/PROJECT DESIGN TEAM)**

- Develop spreadsheet of all Skateboard/ Bike Park improvement quantities and unit rates for probable construction cost.
- If necessary, ASD will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 95% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

**4.4 95% Specifications (ASD/PROJECT DESIGN TEAM)**

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all Skateboard/ Bike Park construction.

**4.5 100% Biddable Construction Document Submittal (ASD/PROJECT DESIGN TEAM)**

- ASD will finalize plans to facilitate construction of this Skateboard/ Bike Park project. These final construction documents at a minimum shall include:
  - Site Plan
  - Axon Plan
  - Materials Reference Plan
  - Layout Plan
  - Grading and Drainage Plan
  - Sections/Profiles Plan
  - Construction Details
  - Quantities

**Task 4.0 Deliverables**

4.1 Full signed and sealed bid-ready improvement plans. **(Michael McIntyre-CA RLA# 4096)**

4.2 Revised statement of probable costs.

4.3 Revised specifications.

4.4 Final submittal from ASD to the Client's Project Mangers shall include the following:

- Original construction drawings.
  - Original technical specifications and table of contents in either PDF or Word format Client to provide ASD with final submittal requirements.
  - Should the City/Client request digital files of the work done for archiving purposes ASD will provide PDF files per City requirements. Electronic files are for City/Client reference only. Construction shall be based on signed and sealed hard copy plans only.
- Submittals will be printed on One [ 1 ] set of Bond
- Final signed and sealed submittal will be printed on either Mylar or Vellum, per City request.

## TASK 5.0-BIDDING SERVICES

### Objectives:

- Provide a list of Contractors with experience in Skateboard/ Bike Park construction.
- Help the Client during the bidding phase to provide project clarification to potential bidders.
- Issue any changes or value engineering during the project bidding phase.

### 5.1 Pre-Bid Conference-Project Meeting #6 (ASD/PROJECT DESIGN TEAM)

- ASD will participate in the pre-bid conference to address technical questions posed by prospective contractors.

### 5.2 Bidding Questions/Clarifications/Interpretations (ASD)

- During the bidding phase ASD shall provide all potential bidders with clarifications to any project related questions on the ASD's Skateboard/ Bike Park plans and specifications.
- ASD will document the results for each requested clarification and submit all answers to the Client's elected Project Manager for distribution to all bidders.

### 5.3 Substitutions Review (ASD)

- ASD will review substitutions (approved equals) if requested, forward the request to the Client's Project Manager/Contract Coordinator with recommendations. It shall be the responsibility of the Client to make the final decision in regard to all substitutions.

### 5.4 Addenda (ASD)

- Develop and provide to the Client the required project addenda during the project-bidding phase.

## PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2007.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2007.
- All project scheduling will be generated using Microsoft Project 2007.
- The Client will provide all existing digital files to ASD that accurately portrays the boundaries of the selected ASD, existing grading, utilities, drainage, and ASD amenities (AutoCAD 2009 format).
- All drawings will be reviewed and stamped by the necessary discipline retained by Client. ASD has not retained a Structural Engineer, Civil Engineer, Electrical Engineer, Architect, Surveyor, Geotechnical Engineer, or any specialty consultants that may be required for the project.
- The Client shall be provided with Adobe PDF files of technical specifications for all items covered under ASD's scope of work.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as **Attachment "C"**).
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:
  - Plan Processing Requirements – The Client shall outline to ASD and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The Client shall provide ASD with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist ASD and the design team in the submittal and approval process during the entire duration of the project.
  - Budgeting – The Client shall inform ASD of the proposed construction budget of this project.
  - Gather existing reports/studies/record drawings – The Client shall provide ASD with all available information for water, sewer, electrical, and irrigation prior to the ASD visit. The Client shall provide ASD and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current ASD survey.

- Coordination of Utilities – The Client shall provide ASD with addresses, phone numbers, and contacts for all utility companies servicing the ASD. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to ASD for each utility company involved in the project ASD.
- Survey and Mapping – The Client shall provide ASD with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. If a current survey does not exist ASD can, upon the Client's request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the on-ASD mapping and development of a survey. \*The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – The Client shall provide ASD with a current overall base map displaying the ASD's relief through contour and spot elevations. Should a current overall base map not exist, ASD can, upon the Client's request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The site topo shall be presented with a maximum 1-foot contour interval. All existing hard scape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ASD with the report prepared specifically for the project ASD. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ASD's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project ASD is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations. Should a current geo-technical report not exist, upon the Client's request, ASD can interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the testing and preparation of the report.

## PROJECT CONDITIONS

- Client Approvals: A written or verbal request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Off Site Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

## FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as **Attachment "A"** and incorporated herein by this reference. Invoices will be mailed the 1<sup>st</sup> of each month from ASD, LLC's office and continuing through the contract period. All expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by ASD on behalf of Client shall be billed as per the attached 2011 Hourly Rate Sheet, **Attachment "C"**. The parties understand and agree that ASD acts as consultant and specialty subcontractor and not as a prime consultant, general partner, joint venture, limited partner, or project manager.

**ACCEPTANCE**

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between ASD and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement. If ASD is signing a City contract, we assume we will agree to mutual terms of the contract after our internal review and comment.

**ACTION Sport Development, LLC**

By: \_\_\_\_\_ Date \_\_\_\_\_  
ACTION Sport Development, LLC

**APPROVED BY CLIENT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
City of Corning, CA

## ATTACHMENT A

### DESIGN AND BIDDING SERVICES-FEE SUMMARY

Fees for the Design Services within the proposed scope of work are outlined below in a per-phase format. The fees are lump-sum not to exceed totals and a result of the fee matrix **Attachment B**. ASD understands that the City of Corning has the right to award on a per-phase basis.

Reimbursable expenses are in addition to the fees listed below and will be billed as per **Attachment C**.

Phase-SCOPE OF SERVICES-DESIGN (7% of Construction Budget)	FEE AMOUNT
1.0 Programming & Conceptual Design	\$7,890.00
2.0 Schematic Design Phase	\$13,090.00
3.0 Design Development Phase (60%)	\$15,280.00
4.0 Final Construction Documents (95%-100%)	\$17,930.00
<b>Total-Design Fees</b>	<b>\$54,190.00</b>

Phase-SCOPE OF SERVICES-Bidding Services	FEE AMOUNT
5.0 Bidding Services	\$3,280.00
<b>Total-Bidding Services</b>	<b>\$3,280.00</b>

Phase-SCOPE OF SERVICES-SUB-CONSULTANT'S	FEE AMOUNT
1.0 Civil Engineer	\$5,250.00
2.0 Geotechnical Engineer	\$3,500.00
3.0 Structural Engineer	3,000.00
4.0 Electrical Engineer	\$4,250.00
<b>Total-Design Fees</b>	<b>\$16,000.00</b>

<b>REIMBURSABLE EXPENSES (not to exceed)-Design Services</b>	<b>\$2,980.00</b>
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City of Corning, CA

SUBMITTED BY: ACTION Sport Development, LLC

**ATTACHMENT B-DESIGN FEE MATRIX**

DATE: 08-01-11

ASD, INC.	ASD TITLE	HOURLY RATE	PROGRAMMING/ CONCEPTUAL		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING SERVICES		CONSTRUCTION ADMINISTRATION		POST CONSTRUCTION		FEE SUMMARY/ TOTALS	
			Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount	
Principal-President	Principal	\$ 150.00	24	\$ 3,600.00	40	\$ 6,000.00	60	\$ 9,000.00	40	\$ 6,000.00	8	\$ 1,200.00	0	\$ -	0	\$ -	172	\$ 25,800.00
Senior Designer/ PM	Senior PM	\$ 100.00	24	\$ 2,400.00	40	\$ 4,000.00	16	\$ 1,600.00	50	\$ 5,000.00	16	\$ 1,600.00	0	\$ -	0	\$ -	146	\$ 14,600.00
CAD Production	CAD Prod.	\$ 75.00	24	\$ 1,800.00	40	\$ 3,000.00	60	\$ 4,500.00	90	\$ 6,750.00	4	\$ 300.00	0	\$ -	0	\$ -	218	\$ 16,350.00
Administration	Admin.	\$ 45.00	2	\$ 90.00	2	\$ 90.00	4	\$ 180.00	4	\$ 180.00	4	\$ 180.00	0	\$ -	0	\$ -	16	\$ 720.00
<b>TOTAL ASD FEE:</b>				<b>\$ 7,890.00</b>		<b>\$ 13,090.00</b>		<b>\$ 15,280.00</b>		<b>\$ 17,930.00</b>		<b>\$ 3,280.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 57,470.00</b>

Sub-Consultants	CONSULTANT NAME	PROGRAMMING/ CONCEPTUAL	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING SERVICES	CONSTRUCTION ADMINISTRATION	POST CONSTRUCTION	FEE SUMMARY/ TOTALS
Civil Engineer	STANTEC	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 250.00	\$ -	\$ -	\$ 5,250.00
Geotechnical Engineer	Wallace & Kuhl	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
Structural Engineer	STANTEC	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
Electrical Engineer	STANTEC	\$ -	\$ -	\$ 1,500.00	\$ 2,500.00	\$ 250.00	\$ -	\$ -	\$ 4,250.00
<b>TOTAL SUB-CONSULTANT FEE:</b>		<b>\$ -</b>	<b>\$ 4,500.00</b>	<b>\$ 2,500.00</b>	<b>\$ 8,500.00</b>	<b>\$ 500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,000.00</b>

REIMBURSIBLES	DETAIL	UNIT COST	PROGRAMMING/ CONCEPTUAL	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING SERVICES	CONSTRUCTION ADMINISTRATION	POST CONSTRUCTION	FEE SUMMARY/ TOTALS
		Amount Qty.	Amount	Hrs. Amount	Hrs. Amount	Hrs. Amount	Hrs. Amount	Hrs. Amount	Hrs. Amount	Hrs. Amount
Flights	Round Trip	\$ 350.00 1	\$ 350.00	2 \$ 700.00	0 \$ -	0 \$ -	1 \$ 350.00	0 \$ -	0 \$ -	4 \$ 1,400.00
Car	Rental	\$ 100.00 1	\$ 100.00	2 \$ 200.00	0 \$ -	0 \$ -	1 \$ 100.00	0 \$ -	0 \$ -	4 \$ 400.00
Hotel	Hotel	\$ 125.00 1	\$ 125.00	2 \$ 250.00	0 \$ -	0 \$ -	1 \$ 125.00	0 \$ -	0 \$ -	4 \$ 500.00
Meals	Meals	\$ 30.00 1	\$ 30.00	2 \$ 60.00	0 \$ -	0 \$ -	1 \$ 30.00	0 \$ -	0 \$ -	4 \$ 120.00
Gas/ Mileage	Gas	\$ 40.00 1	\$ 40.00	2 \$ 80.00	0 \$ -	0 \$ -	1 \$ 40.00	0 \$ -	0 \$ -	4 \$ 160.00
Printing/ Production	Printing	\$ 100.00 1	\$ 100.00	2 \$ 200.00	0 \$ -	0 \$ -	1 \$ 100.00	0 \$ -	0 \$ -	4 \$ 400.00
<b>TOTAL REIMBURSEMENT FEE:</b>			<b>\$ 745.00</b>	<b>\$ 1,490.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 745.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,980.00</b>

ASD DESIGN FEE SUMMARY:	DESIGN FEE TOTAL	BIDDING SERVICES TOTAL	CONSTRUCTION ADMIN. TOTAL
	\$ 54,190.00	\$ 3,280.00	\$ -

SUB-CONSULTANT TOTAL
\$ 16,000.00

## ATTACHMENT C

### ASD-HOURLY RATE & EXPENSES SCHEDULE

<u>HOURLY RATES</u>		<u>DIRECT COSTS ARE AS FOLLOWS:</u>
Principal	\$150	<ul style="list-style-type: none"><li>• Flights (based on coach fare rates)</li><li>• Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance and fuel charges)</li><li>• Accommodations (not to exceed \$125/night)</li><li>• Mileage (paid at \$0.65/mi)</li><li>• Meals (\$30.00/per day)</li><li>• Parking Fees (airport, garage, &amp;/or metered)</li><li>• Tolls</li><li>• Printing/Duplicating/Plotting/Blueprinting</li><li>• Phone/Fax</li><li>• Messenger</li><li>• Postage/Federal Express</li><li>• Graphics</li><li>• Photographs</li><li>• Models</li></ul>
Senior Designer/ PM	\$100	
Cad Production	\$75	
Administration	\$45	

ITEM NO.: J-14  
WASTEWATER TREATMENT PLANT  
OPERATIONS CONTRACT EXTENSION WITH  
SOUTHWEST WATER COMPANY  
JULY 26, 2011

**TO:** CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA

**FROM:** STEPHEN J. KIMBROUGH, CITY MANAGER  
JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR



**SUMMARY:**

Staff recommends the City Council approve the attached Service Agreement to extend the service contract with Southwest Water Company for operation of the City's Wastewater Treatment Plant (WWTP) from November 14, 2015 to July 1, 2022. The Company requests an extension to that contract, so that they can effectively make long range plans for staffing and operations.

**BACKGROUND:**

Southwest Water Company (SWWC), formerly named ECO Resources, Inc. has operated the Corning Municipal Wastewater Treatment Plant since 1990, through a service contract. The current contract was renewed in June 2003, amended in 2008, and is due to expire in 2015.

Please see the attached letter from Kathy Stone, District Operations Manager for SWWC, and the Chief Operator of our Wastewater Treatment Plant. The letter explains the need for the extension and does a good job of describing the range of associated services that SWWC performs on behalf of the City.

These "extra" services have saved the City considerable money. Southwest Water has saved the City about \$56,000 in just the last few years. These significant cost savings come from the SWWC Staff taking on responsibility for special reporting requirements imposed by the State Regional Water Quality Board including the preparation and submittal of water quality plans for rainwater runoff from both the WWTP and the Municipal Airport. Other cities would have needed to employ a consulting engineer to prepare these reports, not to mention the added city cost due to the needed administration of such single subject contracts that would otherwise have been required.

Kathy Stone, M.S. and the staff at SWWC have a well earned positive reputation among both Water Treatment professionals and regulatory agencies. They have historically provided excellent services to the City of Corning. In fact, the company was recently hired by the Cities of Willows and Red Bluff to operate their WWTP's as well.

The question always arises about seeking new proposals from similar companies to see if the City can save money. The City has monitored the recent proposal process in neighboring cities, looked at those proposals offered and noted that the other cities chose Southwest Water. Southwest has served the City of Corning for over twenty one years, without causing the embarrassment of pollution violations and with a stable long term Staff in Corning. Corning, as a discharger of reclaimed water into the Sacramento River, has an obligation to prevent pollution and damage to the River. Our principal of management has been to obtain the best and then retain them as long as they to the job well.

**PROPOSED CONTRACT:**

The Contract presented for your consideration contains the additional Contract Term and minor changes including:

- the company's name change from ECO Resources to SWWC,
- combining WWTP & Collection System services and certain Preventative Maintenance items,
- revising and removing some unnecessary insurance sections.

The final contract document has been through several rounds of City Staff review, including City Attorney Mike Fitzpatrick and SWWC Staff.

**ANNUAL COST:**

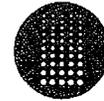
The initial annual cost associated with the contract is unchanged from the existing current contract amount; \$541,053.60. This amounts to a monthly fee of \$45,087.80. The proposed contract retains the annual Consumer Price Index inflator that's included in the current contract.

A recent history of the annual and monthly operations fees is attached to the SWWC letter. Note a cost reduction occurred in 2007 when the City took on the monthly utility bill (PG & E).

**RECOMMENDATION:**

**That the City Council:**

- **APPROVE THE UPDATED AND EXTENDED AGREEMENT WITH SOUTHWEST WATER COMPANY TO OPERATE THE CORNING WASTEWATER TREATMENT PLANT AND PROVIDE WASTEWATER COMPLIANCE AND MONITORING FOR THE CITY OF CORNING.**



**SouthWest  
Water Company**

SWWC Services, Inc.  
P.O Box 230  
25010 Gardiner Ferry Rd  
Corning, CA 96021  
Phone 530.824.5863  
Fax 530.824.5769  
www.swwc.com

DATE: July 8 2011  
TO: John Brewer  
FROM: Kathy Stone  
RE: Consideration of Southwest Water Company ( SWWC)  
WWTP Contract Extension

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John, as you know, SWWC has been under contract with the City since 1990. The contract term is (12) years, and was last renewed in June 1, 2003, which extended the contract to its current expiration date of January 1, 2015.

There have been numerous changes over the past (21) years. These changes have included increased regulatory & compliance requirements in not only wastewater, but collection systems as well. Additionally, with the support of the City, SWWC has become a more active participant in the overall responsibilities of the City as it pertains to Sewer Operations. I think all will agree that over the past several years SWWC has become an integral part of the City's operations and continues to put forth considerable effort to achieve high water quality standards. We are delighted with the opportunity to serve the City and remain hopeful of a continued long-term mutual commitment. However, in order to maintain the responsibilities of our contract it has required us to, over time, increase our scope of activities. To meet this increased demand, SWWC has responded by increasing the level of staff, vehicles, training, education, & equipment, as well as, increased permit compliance. A few of the major contributions to the City are:

- New NPDES Permit effective September 2010. With the implementation of the new permit there are certain constituents that we need to start testing for, SWWC will pay for the additional monthly testing as required by the new permit.
- In the new Permit, certain Studies are required to be in Compliance with the new permit. The City obtained bids on this contract work which was over \$40,000. SWWC met with the City and offered its services **at NO COST** to the City, thus reducing the expenses for the new permit.
- SWWC currently prepared the City of Corning's Sewer System Management Plan (SSMP) as required by State Water Resources Control Board. SWWC has assisted in the preparation of these and other important documents and have been listed as

the primary responsible party, along with individual names & contact numbers, for the portion of activity for which we are responsible. This is a very involved process/document and required a great deal of staff's time to prepare. SWWC saved the City **over 8K** in preparing this document. SWWC was recently inspected for the SSMP and received an excellent report.

- SWWC has been involved in numerous meetings with the State and Regulatory officials that have mandated ongoing documentation on various state implemented programs, such as Stormwater regulations, pretreatment, collection system maintenance and overflow regulations, sludge disposal, Air Quality requirements, Hazardous Material Business Plan, and Contingency Plans.

SWWC looks forward to continuing to serve the City of Corning. I personally feel that we are well respected for our quality of service from the various Departments within the City with whom we interface, as well as the various water agencies, such as the California Regional Water Quality Control Board (CRWQCB), State of California Department of Health Services, Office of Drinking Water (DHS), Tehama County Air Quality Control Board, Environmental Protection Agency (EPA) etc. We understand the value of perception, but just as important, is the quality of our performance. We take great pride in our efforts and I am pleased to point out that of the current on site staff of six (6), three have been at the treatment plant for 16, 7 and 6 years which is very beneficial when it comes to continuity and overall plant performance. The City should be extremely proud in the longevity of these employees. I would like to retain the other three operators for long term as well, as that enhances all aspects of the operation and provides a comfort level to the City. In addition to the on-site staff we also have three certified operators that assist with the operations and on-call duties. Therefore, the City actually has 9 certified operators that are involved in the operations and maintenance of the facility. The City should feel "well served" by a quality & committed staff. Our current level of skills, personnel, & equipment allow us to perform many activities in-house, which were, in past years, assigned to outside contractors.

To serve the Community with the most effective level of service I am asking for your review & support at this time of an important consideration; A **contract extension for an additional (10) years**. This will provide very important job security to current staff, posture us to more likely retain existing staff under the current wastewater industry conditions, enhance potential recruitment, and open the possibility to financially invest in new equipment by allowing more reasonable time for amortization. Due to the specialized nature of our business, and the depth of our involvement here in Corning, I sincerely feel that this will serve a mutual benefit. I make no suggestion or cause to modify the wording of the existing contract agreement, as I believe it has, and continues, to serve its purpose well. The price will also stay the same with **NO INCREASE** to the City. After speaking with several people within the City, I felt now would be a good time

to submit this consideration. I have staff that want to have 'their rooted' in Corning and this extension will provide them the level of security, as well as to the City. With turnover comes violations and I am proud to say we have had no violations within the past 15 years, partially due to my competent and dedicated staff.

I look forward to your reply on this most important subject. I feel strongly, and would certainly expect, that we are on excellent standing with other departments & divisions with whom we associate within the City as well as various Wastewater Regulatory Agencies, and major outside contractors. Our many years of service have afforded us the opportunity to gain a vast, yet in-depth, working knowledge of the City's wastewater & sewer infrastructure and consideration of a contract extension at this time would seem mutually beneficial in the long term for both SWWC, as well as, the City.

I thank you in advance for your consideration, and offer that I would be happy to meet with you &/or other City personnel to answer any questions or discuss in more detail the value of maintaining our contract, keeping in mind that I am not an officer of the Company and unable to commit to ANY legal tender. Any legally binding agreement would need to be agreed upon by those with the authority to do so.

Respectively Submitted,

Kathy Stone  
District Operations Manager  
SWWC  
Corning Wastewater Treatment Plant

A handwritten signature in cursive script, appearing to read "Kathy Stone".

Year	2007 Prior amend	2007 after amend	2008	2009	2010	2011
Basic	42980	39550	39550	40775	41060	41635
WWT Main	1790	1790	1790	1846	1860	1885
Sewer Collect	239	239	239	246	248	251
Sludge Rem	595	1250	1250	1289	1298	1315
total per month	45604	42829	42829	44156	44466	45086
total per year	547248	513948	513948	529872	533592	541032

**CITY OF CORNING  
SOUTHWEST WATER COMPANY  
WASTEWATER TREATMENT PLANT  
SERVICE AGREEMENT**

**THIS AGREEMENT TO OPERATE THE WASTEWATER TREATMENT PLANT AND PROVIDE WASTEWATER COMPLIANCE AND MONITORING FOR THE CITY OF CORNING** (the "AGREEMENT") is entered into this 1<sup>st</sup> Day of July, 2011, by and between the **CITY OF CORNING** (hereinafter called "CITY") and **SWWC SERVICES, INC.**, a Delaware Corporation (hereinafter called "SWWC "), under the following circumstances:

- A. CITY owns and has control over the basic facilities described on Exhibit "A" attached hereto and hereby incorporated herein (hereinafter called the "FACILITIES"); and
- B. SWWC is a corporation specializing in the business of supplying operation and management services for wastewater treatment facilities and collection systems; and
- C. CITY desires that SWWC perform certain services as described herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1.0 CONTRACT:**

The CITY hereby contracts with SWWC to provide the services set forth herein with respect to the FACILITIES, which is owned by the CITY.

**2.0 TERM, RENEWAL AND TERMINATION:**

**2.1 TERM:** The AGREEMENT shall commence on July 1, 2011 and expire on January 1, 2012 (the "INITIAL TERM") , unless renewed in accordance with Section 2.2, or terminated in accordance with Section 2.3.

**2.2 RENEWAL:** After the Initial Term, this AGREEMENT shall automatically renew for an additional ten (10) year term (the "RENEWAL TERM") if neither party is in material breach of this AGREEMENT. The Initial Term and Renewal Term shall be collectively referred to as the "TERM".

**2.3 TERMINATION:** Either party to the AGREEMENT may terminate this AGREEMENT upon material breach by the other party providing that such terminating party first provides written notice of such breach to the other party and such breach is not corrected within forty-five (45) days after notice. In the event of such a termination SWWC will, if desired by the CITY, continue to provide the current operations staff for a period of at least ninety (90) days beyond the set date of termination at the normal and usual charges.

In addition to the right of either party to terminate this AGREEMENT with cause (material breach), either party shall have the right at any time to terminate this AGREEMENT if a governmental entity or agency imposes more stringent standards than presently exist under the operation of these FACILITIES and if both parties hereto are unable to agree upon the amount of additional compensation, if any, to be paid by CITY to SWWC to meet such new standards.

This same right of termination shall exist if, under paragraph 3.7 below, the parties are unable to agree upon the amount of compensation adjustment to be made. Any notice of termination arising out of causes mentioned in this subparagraph requires a minimum one hundred twenty (120) days written notice by the terminating party.

**2.4 RETURN OF FACILITIES TO CITY CONTROL:** At the end of the TERM (whether the full term or something less due to early termination with or without cause) the FACILITIES (plant and system described in Exhibit "A") shall be turned over to CITY by SWWC in good condition, normal wear and tear excepted. If, during the TERM of the AGREEMENT SWWC has failed to maintain and repair the FACILITIES to the extent it has an obligation to do so under this AGREEMENT or has failed to clean the Sewer Collection System to the extent of its contractual obligation to do so, SWWC shall protect and indemnify the CITY for and against any expenses reasonably incurred by CITY in bringing the FACILITIES up to the condition required of SWWC under this AGREEMENT.

### 3.0 **SWWC SERVICES:**

SWWC shall provide the following services:

**3.1 STAFFING:** SWWC will staff the FACILITIES with employees qualified in wastewater and sewer collection. SWWC will staff the facilities seven (7) days per week, including holidays.

**3.2 PROCESS CONTROL:** SWWC will provide operations, process control, management personnel from its Operations Offices in Northern California.

**3.3 CERTIFICATIONS, TRAINING, SAFETY:** SWWC will staff the FACILITIES only with trained employees possessing all certifications required by governmental agencies. SWWC will maintain an education and safety program for SWWC employees. This program is to be patterned after the SWWC program currently utilized at other SWWC operated facilities. The cost of this program will be the responsibility of SWWC.

**3.4 EFFLUENT CRITERIA:** Except as otherwise set forth in the AGREEMENT, SWWC will operate the FACILITIES within the current Order No. R5-2010-0080 and NPDES permit No. CA-00004995 as "modified", September 1, 2010 which is in existence as of the date of this AGREEMENT. If existing orders or permits are modified or standards become more stringent during the TERM of this AGREEMENT than those in existence at the inception of the Contract, SWWC will meet such new standards. In such event (change in standards) the issue of SWWC's entitlement, if any, to additional compensation is addressed in Attachment A. As approved, SWWC will operate and maintain the FACILITIES on a best efforts basis if and when influent flow has exceeded the design capacity.

3.5 **SCOPE:** SWWC will pay all necessary expenses required for the normal operation and preventive and corrective maintenance as defined herein of the FACILITIES which include: (1) all personnel costs; (2) chemicals; (3) fuels and lubricants; (4) normal operating supplies; and, (5) maintenance and repairs of equipment as set forth herein.

3.6 **MAINTENANCE:** For purposes of this AGREEMENT the following definitions shall apply:

"Preventive Maintenance": Periodic scheduled maintenance in accordance with industry standards and manufacturers recommendations.

"Corrective Maintenance or Repairs": Any non-preventative maintenance or repair which costs less than Two Thousand Dollars (\$2,000) other than repair of damages caused by Force Majeure (as hereinafter defined).

"Capital Maintenance, Repairs or Replacements": Any non-preventative maintenance which costs Two Thousand Dollars (\$2,000) or more or which is caused by Force Majeure (as hereinafter defined).

To the limits provided below SWWC will provide Preventative Maintenance and Corrective Maintenance or Repairs for the FACILITIES (plant and system described in Exhibit "A") consistent with good preventative maintenance practice or manufacturer's specifications excluding Capital Maintenance Repairs or Replacements. The CITY shall have the right to inspect maintenance records maintained by SWWC during normal business hours, upon reasonable notice but not less than twenty-four (24) hours prior notice.

The aggregate annual amount which SWWC has included in its price for Preventative Maintenance and Corrective Maintenance or Repairs for the FACILITIES are detailed below.

3.6a Wastewater Treatment Plant and collection system	\$25,642.73 per year
3.6b Sludge Removal	\$15,790.02 per year

The annual maximum amount that SWWC shall be required to pay in the first year shall be adjusted annually thereafter, using the percentage change in the Consumer Price Index, San Francisco-Oakland-San Jose Region all Urban Consumers.

The amount included in the above maintenance and repair expenditures include the cost of labor, materials, supplies and subcontractors but does not include SWWCs onsite plant operating staff labor cost. Maintenance and repairs shall be accomplished whenever possible by onsite plant operating staff. Consent of the CITY will be obtained, except in an emergency, when using persons other than onsite plant operating staff to perform nonpreventative maintenance or repairs.

The CITY shall be responsible for all Preventative Maintenance or Corrective Maintenance or Repair costs (material and labor) exceeding the above mentioned maintenance ceilings. If actual Preventative Maintenance and Corrective Maintenance or Repair amounts total less than the above stated amounts, SWWC shall rebate to the CITY 100% of the difference within thirty (30) days of the AGREEMENT year end. During the term of this AGREEMENT, SWWC shall use methods of operation and maintenance which will not cause deterioration of the CITY's FACILITIES beyond normal wear and tear.

SWWC shall annually submit to the CITY a recommended list of Capital Maintenance Repairs or Replacements expenditures to the CITY for the Wastewater Plant, Pump Stations and Sewer Collection System. Emergency items needed for the safety of personnel will be given first priority. SWWC will submit, upon request, documentation of the cost effectiveness of "repair versus replace" recommended by SWWC. The CITY will review the list and adjust, approve or disapprove the capital plan.

**3.7 PLANT CAPACITY:** The present Wastewater Treatment Plant has a design capacity of 1.40 Average Dry Weather Flow (ADWF) million gallons per day (mgd) and a Peak Wet Weather Flow of 2.4 mgd.

Both parties agree that if the 180 day average daily flow increased over 10% from those shown above, SWWC will be entitled to a compensation adjustment. Such adjustment is further addressed in Paragraph 5.6 below.

**3.8(a) REPORTS:** SWWC will prepare and sign as certified operator all monthly operating reports as required by the State, Federal and local governments. SWWC shall also perform the necessary laboratory sampling and analyses required by Order R5-2010-0080 and NPDES Permit No. CA-00004995 which is in existence as of the date of this AGREEMENT, and in accordance with any changes therein during the TERM of this AGREEMENT, for the Wastewater Treatment Plant. SWWC will submit reports to the following agencies:

- Regional Water Quality Control Board, Central Region
- State Department of Health Services
- County Environmental Health Services
- EPA

**Operation Reports:** One (1) copy shall be provided to the CITY monthly and submitted by the 15th day of the following month. The report shall cover the following minimum information:

- Data required by the California Regional Water Quality Control Board
- Data required by the California Department of Health
- Overview statement of operation and any significant events
- Staff Changes
- Monthly emergency call-out report
- Copy of FACILITIES visitor log
- Record of staff safety meetings

**Maintenance Reports:** Two (2) copies shall be provided quarterly, if requested by the CITY and submitted by the 30th day of the first month of each quarter to the CITY. The report shall cover the following minimum information.

- Progress report toward completion of the annual budget items
- Identification of new problems
- Accumulative total of maintenance and repair expenditures to date
- However, when the actual maintenance expenditures reach or exceed 75% of the maintenance ceiling as specified in Section 3.6, SWWC will immediately notify the City
- Work plan for the next quarter

3.8(b) **ANNUAL REPORT:** A summary Annual Report, if requested by CITY, shall be prepared at year end to describe operational and maintenance standing and significant occurrences of the previous year. Reports shall be submitted to the CITY within sixty (60) days of the AGREEMENT year end.

3.9 **COLLECTION SYSTEM:** SWWC will be responsible for the biannual cleaning of the gravity sewer lines and manholes, the entire sewer collection system referenced in Exhibit A. Such cleaning shall be accomplished to CITY's satisfaction. SWWC will periodically inspect the general location of the force mains once each month for leaks; and immediately report any such leaks, to the CITY.

It is mutually agreed between the CITY and SWWC that the Sewer Collection System consists of approximately 120,000 lineal feet. The base cost of this AGREEMENT includes the cost of cleaning approximately 120,000 lineal feet of the entire CITY on a biannual basis or as directed by the CITY.

SWWC shall include the plant gravity outfall system as part of the "collection system" cleaning program. All material removed from the collection system as a result of the sewer cleaning operations shall remain the property of the CITY.

3.10 **ADDITIONAL SEWER LINE FOOTAGE:** During the TERM of this AGREEMENT, should the CITY add additional lineal footage to its present sewer collection system, SWWC shall clean and maintain the new footage on the same basis as the original footage noted in Paragraph 3.9, above. For this additional footage, the CITY shall pay SWWC the rate of forty two cents (\$0.42) per lineal foot per year for the additional cleaning.

#### 4.0 **SEWER REPAIR WORK:**

From time to time it may become necessary for the CITY to perform sewer repair work such as:

1. Line Repairs
2. Manhole Rehabilitation

SWWC has the capability to perform such work. If requested, SWWC shall perform such work on a time and material basis to be negotiated between the CITY and SWWC.

4.1 **COLLECTION SYSTEM BLOCKAGE:** SWWC shall utilize "the Hydrojet or the Vac- Con truck "to clear stoppages.

4.2 **EMERGENCY RESPONSE:** SWWC shall respond to Emergency calls within sixty (60) minutes from the time of the notification, or when reasonably able to do so, which ever is earlier. SWWC will respond to emergency calls concerning the wastewater systems twenty-four (24) hours per day, seven (7) days per week, including holidays. SWWC shall maintain a hydroflushing system onsite for sewer emergency response.

4.3 **FINES:** SWWC agrees to assume liability for fines or civil penalties imposed by any regulatory agency during the term of this AGREEMENT for effluent violations exceeding the limits of the permit described in Section 3.4 above caused by the intentional, willful or negligent actions or omissions of SWWC up to an aggregate amount of \$1,000,000 during the TERM of this AGREEMENT. SWWC reserves the right to contest such fines or penalties with the Agency imposing this prior to payment.

**4.4 SWWC INSURANCE:** SWWC shall maintain during the TERM of the AGREEMENT the following insurance:

- a) Public Liability and Property Damage  
\$5,000,000 (combined single limit)
- b) General Liability  
\$5,000,000 (combined single limit)
- c) Automotive Liability  
\$2,000,000 (combined single limit)
- d) Worker's Compensation  
Per State and Federal law

Such policies shall name the CITY as an additional insured according to its insurable interest under these policies during the term of the AGREEMENT. Notwithstanding the indemnification provisions of this AGREEMENT, the CITY shall not be liable to SWWC for any loss, damage, or destruction which is covered by such policies unless the amount thereof exceeds policy limits, whether such loss, damage or destruction arises under contract, tort (including active or passive negligence of the CITY ) or otherwise. SWWC and its insurance carrier shall waive subrogation rights against the CITY and provide the CITY with a certificate to that effect. SWWC agrees to provide the CITY with proof of such insurance and will require SWWC to give the CITY thirty (30) days advance days notice of cancellation or material change in said policies. Subcontractors shall have similar requirements to that specified above.

**4.5 STORM DRAINS AND CATCH BASINS:** The cleaning of storm drains and/or catch basins are not part of SWWC Scope of Services. SWWC will perform such work per the request of the City and such compensation shall be mutually agreed upon by and between the parties

**4.6 SLUDGE DISPOSAL:** The CITY owns and shall retain ownership of and responsibility for all sludge and by-products. SWWC shall remove and dispose of the sludge on an annual basis, per direction of the CITY and in accordance with NPDES Permit No. CA -00004995 Order No. R5-2010-0080 and any modification therein as issued by the California Regional Water Quality Control Board, Central Valley Region.

SWWC's sole responsibility with respect to sludge disposal shall be to remove and haul sludge as prescribed by the above listed NPDES Permit and any changes therein. SWWC has included in the base contract fee the below listed annual aggregate dollar amount to be expended on sludge testing, removal and disposal. Any change in that condition for any reason shall be a change of scope and justification for a price adjustment based on mutual written agreement by both parties.

Sludge Removal and Disposal	\$15,790.02 per year
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Should the aggregate annual amount expended be less than \$15,790.02 SWWC shall refund to the CITY the non-expended balance. Should the aggregate annual amount expended be greater than \$15,790.02, SWWC shall notify the CITY and obtain written approval from the CITY prior to initiating any work that exceeds the annual aggregate \$15,790.02 amount.

5.0 **BIOTOXICITY/PRIORITY POLLUTANTS TESTING:** Testing Procedures as required in NPDES Permit No. CA-00004995 shall be conducted as an additional work item at such time as they are required. Compensation for such additional work shall be mutually agreed upon by and between the parties.

6.0 **UNIT CHLORINE AND SULPHUR COSTS:** The unit cost for chlorine at the AGREEMENT commencement is established at \$440.00 per ton. The unit cost for sulfur dioxide at the AGREEMENT commencement is established at \$510.00 per ton. Unit chemical costs shall be reviewed semi-annually and adjusted if necessary. Any increase or decrease in unit cost shall be calculated and billed to the CITY or credited.

7.0 **CITY DUTIES:**

The CITY shall be responsible for the following:

7.1 **PAYMENT:** The CITY shall pay annually to SWWC as compensation for the services performed, an annual base lump sum cost of \$541,053.60 . Such payment shall be made in monthly installments on the first day of the month of service at a rate of 1/12th the annual base lump sum cost, which equals monthly payment of \$45,087.80 . Late payments will be subject to service charge of one and one-half percent (1 1/2%) per month or the maximum legal rate, which ever is greater. After forty-five (45) days, payment will be deemed late.

7.2 **LICENSES:** The CITY shall maintain existing easements, license and warranties for the mutual benefit of both parties.

7.3 **CAPITAL EXPENDITURES:** The CITY shall pay all Capital Expenditures. Capital Expenditures are defined for purposes of this AGREEMENT, to include expenditures for Capital Maintenance, Repairs or Replacements and non-routine expenditures for the purchase of new equipment or other facility items, usually replanned which significantly extend service life, and which are determined to be Capital Expenditures in accordance with generally accepted accounting principles. Unless caused by Force Majeure (as hereinafter defined), to be considered a Capital Expenditure, the item or repair will cost Two Thousand Dollars (\$2,000) or more. SWWC will provide the CITY reasonable justification for Capital Expenditures, prior to acquisition. SWWC will submit, upon request, documentation of the cost effectiveness of "repair versus replace" Capital Expenditure decisions made by SWWC. If emergency Capital Expenditures are necessary for safety or environmental reasons, they shall only be made with prior notification to and consent of the City Manager and, if he or she deems it necessary, the City Council at a special meeting called for such purpose. The City Manager for the CITY shall have the authority to negotiate reimbursement costs paid to SWWC for emergency Capital Expenditures.

7.4 **EXTRAORDINARY COSTS:** The CITY shall pay increases in maintenance expense, repair costs or other expenses resulting from extraordinary or unusual occurrences associated with Force Majeure (as hereinafter defined) or Abnormal Conditions (as defined in Section 8.2). However, as a condition precedent to CITY incurring this obligation, SWWC must first have notified CITY in writing of the incident justifying the added expense and, prior to incurring such expense, must have obtained CITY's written consent to do so, such consent shall not be unreasonably withheld, delayed or denied.

If after the AGREEMENT begins, SWWC must incur added costs to comply with changes in the effluent criteria specified in Paragraph 3.4 above, CITY and SWWC will attempt to negotiate an appropriate amount of additional compensation payable to SWWC. .

**7.6 DISCHARGE PERMITS:** The CITY shall remain the named permittee on all discharge permits required and shall meet all regulatory requirements not specifically assumed herein by SWWC as its responsibility.

**7.7 REPORT CUSTODY:** All operation, maintenance and laboratory reports and records produced by SWWC during the term of this AGREEMENT shall remain the property of the CITY.

## **8.0 INDEMNITY AND LIMITATIONS:**

**8.1 INDEMNITY:** Except as otherwise set forth in this AGREEMENT, SWWC hereby agrees to, and shall indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents and employees from any claim, loss, liability, damage, injury, or expense, including attorney's fees, which directly, or indirectly arise from ECO's intentional, willful, or negligent actions or omissions under this AGREEMENT; provided, however, that this does not apply to and SWWC shall not indemnify or hold CITY harmless from any claim, loss, liability, damage, injury, or expense or loss of plant use, arising out of the discharge, dispersal, release or escape from the FACILITIES of sludge effluent or odors into or upon land, the atmosphere, or any watercourse of body of water which is not the result of SWWC's intentional, willful or negligent actions or omissions. The CITY shall indemnify and hold harmless SWWC, its officers, directors, agents, representatives and employees from any claim, loss, liability, damage, injury, or expense, including attorney's fees and costs, which directly, and indirectly, arise from the CITY's intentional, willful, or negligent (active, passive or gross) actions or omissions under this AGREEMENT.

**8.2 ABNORMAL CONDITIONS:** Notwithstanding Section 3.4 ("Effluent Criteria") or any other provision of this AGREEMENT, should FACILITIES loading exceed FACILITIES design parameters, or should influent contain abnormal, toxic or other substances which cannot be removed or treated by the existing FACILITIES or contain discharges which violate the applicable sewage ordinances, ("Abnormal Conditions") SWWC will use its best efforts to maximize plant performance, but shall not be responsible for associated effluent characteristics or damages, fines, penalties or claims resulting therefrom unless caused in whole or in part by the negligence or intentional acts of SWWC. SWWC shall advise the CITY of the abnormal situation and planned course of action within the same day that it occurs and shall use its best efforts to return the FACILITIES effluent to contract limits as soon as possible.

**8.3 FORCE MAJEURE:** SWWC shall not be deemed to be in default if performance of the obligations required by this AGREEMENT is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, unless due to SWWCs gross negligence, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon

the occurrence of any such event, SWWC shall operate the FACILITIES on a best efforts basis (at no additional cost to SWWC) and shall not be responsible for effluent characteristics or damages, fines, penalties or claims resulting therefrom; if any additional expense is incurred by SWWC in such operations, that expense shall be deemed to be an Extraordinary Cost within the meaning of Section 7.5.

9.0 **GENERAL PROVISIONS:**

9.1 **NEW EQUIPMENT:** Any operations equipment owned by SWWC during the term of this AGREEMENT shall remain the property of SWWC. In the event SWWC sells such equipment, the CITY shall have first option to purchase.

9.2 **CHANGE IN SCOPE:** Should the scope of services be changed due to changes in the NPDES Permit requirements or any other change initiated or mandated, SWWC and the CITY shall negotiate any change required, including, but not limited to, a change in compensation, subject to termination rights under Paragraph 2.3 of the AGREEMENT.

9.3 **REVIEW OF SERVICES:** Both parties agree to review this AGREEMENT every three (3) years to assure all components and regulations are being adhered to and to determine if price adjustment is necessary.

9.4 **INDEPENDENT CONTRACTOR:** The relationship of SWWC to the CITY is that of an independent contractor. None of the employees or agents of SWWC shall be considered employees of the CITY.

9.5 **ENFORCEMENT:** The failure of either party to enforce its rights as to any provision of the AGREEMENT shall not be construed as a waiver of its right to enforce such provision in the future.

9.6 **ASSIGNMENT:** This AGREEMENT shall not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, either party may, without consent, assign this agreement to any affiliate, parent, subsidiary or successor in interest in conjunction with a merger, reorganization, the sale of all or substantially all of its business or a similar transaction.

9.7 **EQUAL OPPORTUNITY:** SWWC is an equal opportunity employer with an approved affirmative action program (M/F/H/V/R).

9.8 **ENTIRE AGREEMENT:** This AGREEMENT contains the entire AGREEMENT between the CITY and SWWC and supersedes all previous or contemporaneous communications, representations or agreements. This AGREEMENT may be modified only by written amendment signed by both parties.

9.9 **ACCESS:** CITY officials and representatives will have access to the FACILITIES covered by this AGREEMENT at any time for purposes of inspection and will be allowed to examine the entire FACILITIES and all books, records and reports upon reasonable notice but not less than twenty-four (24) prior notice to SWWC.

9.10 **NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified or registered mail, return receipt requested, postage prepaid. Notices required to be given to SWWC shall be addressed as follows:

**TO:** **Chris Malinowski**  
**SWWC Services, Inc.**  
**11302 Tanner Road**  
**Houston, Texas 77041**

**WITH A COPY TO:** **SWWC Services, Inc.**  
**c/o SouthWest Water Company**  
**1211 E. Center Court Drive**  
**Covina, California 91724-3603**  
**Attn: General Counsel**

Notices required to be given to the CITY shall be addressed as follows:

TO: Stephen J. Kimbrough  
City Manager  
City of Corning  
794 Third Street  
Corning, CA 96021

Either party may change its address by written notice in accordance with this section. Mailed notices shall be effective three (3) days after mailing.

9.11 **RECORDS:** Upon termination of this AGREEMENT, SWWC shall turn over to the CITY the original or copies of all documentation, plans, drawings and other papers in its possession and applicable to its operation of the FACILITY; provided, however, that this shall not be deemed to require SWWC to turn over any proprietary items of SWWC used in the provision of services hereunder.

9.12 **SEVERABILITY:** Should any part of this AGREEMENT for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this AGREEMENT has been executed with the invalid portion thereof eliminated.

9.13 **SUCCESSORS AND ASSIGNS:** Subject to Section 9.6 of this AGREEMENT, this AGREEMENT shall be binding upon and inure to the benefits of the respective successors and assigns of the parties.

**IN WITNESS WHEREOF,** the CITY and SWWC have caused this AGREEMENT to be duly executed as of the day and year first above written.

**CITY OF CORNING**

**SWWC SERVICES, INC.**

By: \_\_\_\_\_  
**Stephen J. Kimbrough, City Manager**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Michael C. Fitzpatrick, City Attorney**

## **EXHIBIT A**

### **UNIT PROCESS**

#### **A. WASTEWATER TREATMENT PLANT**

1. Influent Screen
2. Influent Pumping
3. Aeration Basins
4. Final Clarifiers
5. Return Activated Sludge Pumps
6. Chlorine Contact Tank
7. Chlorinators
8. Sulfonators

#### **B. SEWER COLLECTION SYSTEM**

1. The CITY Sewer Collection System consists of approximately 120,000 Lineal Feet of Sewer.

## ATTACHMENT "A"

### **A. CPI INDEX INCRREASE OR DECREASE**

This contract will be reviewed annually for the compensation increase or decrease on the San Francisco Oakland - San Jose CPI. Index is published by the Bureau of Labor Statistics. The annual average increase or decrease reported will be utilized to increase or decrease the compensation of the year following the reported year.

### **B. UNIT CHLORINE AND SULPHUR DIOXIDE COST ADJUSTMENT**

The unit cost for chlorine at contract commencement is established at \$440.00 per ton. The unit cost for sulfur dioxide at contract commencement is established at \$510.00 per ton. Unit chemical costs shall be reviewed annually and adjusted if necessary.

### **C. CHANGE OF SCOPE**

Should the scope of services be changed due to change of the NPDES Permit requirements or any other change initiated or mandated, SWWC and the CITY shall negotiate any increase/decrease required.

### **D. ADDITIONAL SERVICES**

At the request of the CITY and at the option of SWWC, SWWC shall provide additional service for the CITY. Compensation for such services shall be negotiated on a case by case basis.