



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION AGENDA  
TUESDAY, JUNE 23, 2015  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

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

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

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

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

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**Pursuant to Section 54956.8**

**Potential Land Acquisition Property: APN No. 67-260-68 (Portion)**

Negotiating Party: John Brewer and Jody Burgess

Under Negotiation: Interest to possibly purchase portion of lot 5, direction on price and terms of payment.

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



**CITY OF CORNING  
CITY COUNCIL AGENDA  
TUESDAY, JUNE 23, 2015  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Darlene Dickison**

**Dave Linnet**

**Tony Cardenas**

**Willie Smith**

**Mayor:**

**Gary Strack**

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

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

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

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

**F. BUSINESS FROM THE FLOOR:**

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

**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 June 9, 2015 City Council Meeting with any necessary corrections:**

**3. June 17, 2015 Claim Warrant - \$109,154.35.**

**4. June 17, 2015 Business License Report.**

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

**I. REGULAR AGENDA:**

**5. Adopt Resolution 06-23-2015-01 permitting the continued service of Planning Consultant John Stoufer and approve a 1-year Consulting Service Agreement.**

**6. Authorize weed abatement and collection of abatement costs as outlined in the City's Municipal Code Section 8.14 on any remaining non-compliant properties listed on adopted Resolution 05-26-2015-01.**

**7. Recommendation to re-appoint for an additional 4-year term, those Planning, Airport and Library Commissioners whose terms are due to expire on June 30, 2015.**

**8. Study Session: 2015-2016 Budget Preparation.**

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

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

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

**Dickison:**

**Linnet:**

**Cardenas:**

**Smith:**

**Strack:**

**M. ADJOURNMENT!:**

**POSTED: FRIDAY, JUNE 19, 2015**

**MINUTES OF THE JUNE 9, 2015  
CORNING CITY COUNCIL MEETING  
ARE STILL BEING  
TRANSCRIBED,  
THEY WILL BE  
DELIVERED AND POSTED  
ON  
MONDAY, JUNE 22, 2015**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** June 17, 2015

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday June 23, 2015 Council Meeting

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PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 06-10-15	\$	64,073.08
B.	Payroll Disbursements	Ending 06-09-15	\$	40,485.56
C.	Cash Disbursements	Ending 06-11-15	\$	4,595.71

**GRAND TOTAL**      \$ 109,154.35

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020446	06/04/15	PET03	PETTY CASH	286.46	.00	286.46	150604	PETTY CASH-
020447	06/04/15	GRO00	GROOTVELD, TROY	53.73	.00	53.73	150510	PANT REIMBURSEMENT-PW ADM
020448	06/05/15	3CO00	3CORE, INC.	38.50	.00	38.50	150605	THEATRE FLOORING-RODGERS
020449	06/10/15	AIR00	AIRGAS USA, LLC	64.44	.00	64.44	992768854	MAT & SUPPLIES / FIRE
020450	06/10/15	ARA02	ARAMARK UNIFORM SERVICES	64.42	.00	64.42	3769468	Mat/Supplies - BLDG MAINT
				64.42	.00	64.42	3784045	Mat/Supplies-BLDG MAINT
				64.42	.00	64.42	3813463	Mat/Supplies- BLDG MAINT
				64.42	.00	64.42	37988992	Mat/Supplies-BLDG MAINT
			Check Total.....:	257.68	.00	257.68		
020451	06/10/15	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1505374	ProfServices Water Dept
020452	06/10/15	BIG02	BIG VALLEY SANITATION, IN	315.00	.00	315.00	18182	MAT & SUPPLIES / PARKS
				100.00	.00	100.00	18496	MAT & SUPPLIES / AIRPORT
			Check Total.....:	415.00	.00	415.00		
020453	06/10/15	COR07	CORBIN WILLITS SYSTEMS	7.79	.00	7.79	4655	MAT & SUPPLIES / WATER
				-7.79	.00	-7.79	4655u	Ck# 020453 Reversed
			Check Total.....:	.00	.00	.00		
020454	06/10/15	CRE02	CREDIT BUREAU ASSOCIATES	12.00	.00	12.00	5601308	PROF SRVC / ACO
020455	06/10/15	DEP12	DEPT OF JUSTICE	229.00	.00	229.00	100736	PROF SRVC - POLICE
020456	06/10/15	DM001	DM-TECH	119.90	.00	119.90	1562	Communications General Ci
020457	06/10/15	EMP01	EMPIRE INSIGNIAS	96.00	.00	96.00	477535	UNIFORM / CLOTHES - POLIC
020458	06/10/15	FIR06	FIRST NATIONAL BANK OMAHA	631.73	.00	631.73	150529	MAT & SUPPLIES / POLICE
020459	06/10/15	GRE01	GREEN WASTE OF TEHAMA	192.75	.00	192.75	4744	MAT & SUPPLIES - POLICE
020460	06/10/15	INT01	INTERLAND BUSINESS SUPPLY	124.59	.00	124.59	150531	Office Supplies
020461	06/10/15	LNCO1	LN CURTIS & SONS	193.88	.00	193.88	135805700	SAFETY ITEMS - FIRE
020462	06/10/15	MISO1	MISSION LINEN SUPPLY	84.39	.00	84.39	500103057	MAT & SUPPLIES - STR
020463	06/10/15	MOR02	RAY MORGAN COMPANY	543.48	.00	543.48	933962	COMMUNICATIONS
020464	06/10/15	NOR10	NICOLINO CLEMENTE	5.00	.00	5.00	4405	CERT OF EXTING/BLDG MAINT

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020464	06/10/15	NOR10	NICOLINO CLEMENTE	167.19	.00	167.19	4407	CERT OF EXTNG/BLDG MAINT
Check Total.....				172.19	.00	172.19		
020465	06/10/15	PAC16	PACIFIC TELEMANAGEMENT SE	38.00	.00	38.00	752975	COMMUNICATION - GEN CITY
020466	06/10/15	PGE03	PG&E	50.69	.00	50.69	150603	Mat/Supplies PoliceServic
020467	06/10/15	PGE04	PG&E	577.11	.00	577.11	150602	ELECT-TRANS FAC (SUITE B)
020468	06/10/15	PGE05	PG&E	1787.77	.00	1787.77	150602	ELECT - FIRE
020469	06/10/15	PGE2A	PG&E	237.07	.00	237.07	150601	ELECT - MCDONALD CT
				97.54	.00	97.54	150601A	ELECT - CLELAND PROP
				75.39	.00	75.39	150601B	ELECT - MARTINI PLAZA
Check Total.....				410.00	.00	410.00		
020470	06/10/15	QUI02	QUILL CORPORATION	174.09	.00	174.09	2952904	Office Supplies - FINANCE
				17.60	.00	17.60	4568081	Office Supplies - PW ADWI
				48.35	.00	48.35	4595734	Office Supplies- FINANCE
Check Total.....				240.04	.00	240.04		
020471	06/10/15	SCH01	LES SCHWAB TIRE CENTER	389.32	.00	389.32	611001577	Veh Opr/PARKS
020472	06/10/15	SEV00	SEVERN TRENT ENVIRONMENTA	52949.90	.00	52949.90	2079294	PRETREATMENT PROG / SEWER
020473	06/10/15	TEH15	TEHAMA CO SHERIFF'S DEPT	49.00	.00	49.00	150603	PROF SRVC / POLICE
020474	06/10/15	TRI02	TRI-COUNTY NEWSPAPERS	391.84	.00	391.84	180018	Print/Advert. City Clerk
				94.65	.00	94.65	180812	Print/Advert. City Clerk
				360.23	.00	360.23	00348756	TRAINING/ED - ACO
Check Total.....				846.72	.00	846.72		
020475	06/10/15	AME20	AMERICAN WEST BANK	3085.02	.00	3085.02	150608A	HSA DEDUCTIBLE
020476	06/10/15	COR11	CORNING SAFE & LOCK	7.79	.00	7.79	4655	MAT & SUPPLIES-WTR
Cash Account Total.....				64073.08	.00	64073.08		
Total Disbursements.....				64073.08	.00	64073.08		
Cash Account Total.....				.00	.00	.00		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
6766	06/09/15	AME20	AMERICAN WEST BANK	5358.66	.00	5358.66	B50608	HSA DEDUCTIBLE	
6767	06/09/15	BAN03	POLICE OFFICER ASSOC.	200.00	.00	200.00	B50608	POLICE OFFICER ASSOC	
6768	06/09/15	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B50608	WITHHOLDING ORDER	
6769	06/09/15	EDD01	EMPLOYMENT DEVELOPMENT	4157.39	.00	4157.39	B50608	STATE INCOME TAX	
				1019.69	.00	1019.69	1B50608	SDI	
			Check Total.....	5177.08	.00	5177.08			
6770	06/09/15	ICM01	ICMA RETIREMENT TRUST-457	1539.22	.00	1539.22	B50608	ICMA DEF. COMP	
				62.50	.00	62.50	1B50608	ICMA DEF. COMP ER PD	
			Check Total.....	1601.72	.00	1601.72			
6771	06/09/15	PERS1	PUBLIC EMPLOYEES RETIRE	23758.53	.00	23758.53	B50608	PERS PAYROLL REMITTANCE	
6772	06/09/15	PERS4	Cal Pers 457 Def. Comp	1506.14	.00	1506.14	B50608	PERS DEF. COMP.	
				125.00	.00	125.00	1B50608	PERS DEF. COMP. ER P	
			Check Total.....	1631.14	.00	1631.14			
6773	06/09/15	STA04	STATE OF CALIFORNIA	608.50	.00	608.50	B50608	WAGEASN 1107012828	
6774	06/09/15	VAL06	VALIC	1631.82	.00	1631.82	B50608	AIG VALIC P TAX	
				87.50	.00	87.50	1B50608	AIG VALIC P TAX ER P	
			Check Total.....	1719.32	.00	1719.32			
			Cash Account Total.....	40485.56	.00	40485.56			
			Total Disbursements.....	40485.56	.00	40485.56			

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020477	06/16/15	ACC00	ACCESS INFORMATION MANAGE	133.03	.00	133.03	1015085	EQUIP MAINT-GEN CITY
020478	06/16/15	BAS01	BASIC LABORATORY, INC	44.00	.00	44.00	1505487	ProfServices Water Dept
				126.00	.00	126.00	1505637	ProfServices Water Dept
			Check Total.....	170.00	.00	170.00		
020479	06/16/15	CAM02	FERGUSON ENTERPRISES INC.	221.80	.00	221.80	1089967	MAT & SUPPLIES-STR
020480	06/16/15	CAR12	CARREL'S OFFICE MACHINES	5.21	.00	5.21	134860	MAT & SUPPLIES-LIBRARY
020481	06/16/15	CEN15	CENTRAL VALLEY TOXICOLOGY	78.00	.00	78.00	237932	PROF SVCS-POLICE
020482	06/16/15	COM06	COMCAST	26.91	.00	26.91	150609	COMMUNICATIONS-PW ADMIN
020483	06/16/15	COR05	CORNING AUTO CENTER	72.07	.00	72.07	18346	VEH OP/MAINT-WTR
020484	06/16/15	DEP12	DEPT OF JUSTICE	35.00	.00	35.00	105116	PROF SVCS-POLICE
020485	06/16/15	FEA03	FEATHER RIVER HOSPITAL	218.00	.00	218.00	150611	EMP PHYSICALS-POOL
020486	06/16/15	GOL03	GSEFM / WFM	1.20	.00	1.20	043902	MAT & SUPPLIES-WTR
020487	06/16/15	GRA02	GRAINGER, W.W., INC	142.32	.00	142.32	976323553	MAT & SUPPLIES-PARKS
020488	06/16/15	HOL04	HOLIDAY MARKET #32	24.10	.00	24.10	257321306	MAT & SUPPLIES-
				47.83	.00	47.83	34321206/	MAT & SUPPLIES-BLD MAINT
			Check Total.....	71.93	.00	71.93		
020489	06/16/15	LIN01	LINCOLN AQUATICS, INC.	1369.65	.00	1369.65	SI267106	MAT & SUPPLIES-POOL
020490	06/16/15	MUN03	MUNNELL & SHERRILL, INC.	186.18	.00	186.18	138977	MAT & SUPPLIES-MECH MAINT
020491	06/16/15	QUI02	QUILL CORPORATION	61.09	.00	61.09	4937939	MAT & SUPPLIES-
020492	06/16/15	RAD02	THE RADAR SHOP	53.00	.00	53.00	RS-8776	EQUIP MAINT-POLICE
020493	06/16/15	SEV00	SEVERN TRENT ENVIRONMENTA	594.00	.00	594.00	2079343	PROF SVCS-WWTP
020494	06/17/15	HOL04	HOLIDAY MARKET #32	6.43	.00	6.43	16321306/	MAT & SUPPLIES-ACO
020495	06/17/15	HUN03	HUNTERS SERVICES INC.	1658.55	.00	1658.55	137962	TREE SPRAY-
020496	06/17/15	WAR07	WARREN ASBESTOS ABATEMENT	4850.00	.00	4850.00	3835	DISPATCH REMODEL-POLICE
			Cash Account Total.....	9954.37	.00	9954.37		

REPORT.: Jun 17 15 Wednesday  
 RUN....: Jun 17 15 Time: 16:00  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-15 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
6766	06/11/15	AME20	AMERICAN WEST BANK	-5358.66	.00	-5358.66	B50608u	Ck# 006766 Reversed
Cash Account Total.....:				-5358.66	.00	-5358.66		
Total Disbursements.....:				4595.71	.00	4595.71		

Date.: Jun 17, 2015  
Time.: 4:09 pm  
Run by: LORI

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WIFWB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
MUJER DIVINA	709 FOURTH ST	CORNING, CA 96021	ALCARAZ	HERIBER CLOTHING STORE	06/10/15	(530) 824-6248
PARMETER GENERAL ENG	3601 REGIONAL PARKWAY	SANTA ROSA, CA 95403	PARMETER	MARI GENERAL ENGINEERING WORK	06/10/15	(707) 566-7437
SCOTT EASTER	24048 LOLETA AVE	CORNING, CA 96021	EASTER	SCOTT DRIVING CARS & TRUCKS FOR CORNING FORD	06/11/15	(530) 219-4844

Item No.: G-4

**ITEM NO: I-5  
ADOPT RESOLUTION 06-23-2015-01 AND  
EXTEND CONTRACT WITH JOHN  
STOUFER, DBA JBS PLANNING  
CONSULTANT SERVICES FOR ONE  
YEAR.**

**JUNE 23, 2015**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: JOHN BREWER, AICP, CITY MANAGER**   
**JODY BURGESS, CITY ATTORNEY**

**SUMMARY:**

Staff recommends the City Council approve the contract for consultant services with John Stoufer, (dba JBS Planning Consultant Services) for Part-time Planning Consultant Services through the next fiscal year (FY 2015-2016). If approved, John would continue to serve on the current 20 hours/week schedule through June 30, 2016.

Since his retirement in 2012 as the City's Planning Director, John is considered a "Retired Annuitant". On June 11, 2013 the City Council approved Resolution 06-11-2013-01, a Resolution that addressed legal requirements necessary to utilize a "retired annuitant" as a Consultant. This Resolution addressed a two year term, through June 30, 2015. As the end of this term is fast approaching, it is now time to consider adopting another Resolution and Agreement to extent these services.

Note that Mr. Stoufer could not be here tonight. He is currently attending his daughter's wedding in Pennsylvania.

**BACKGROUND:**

The City of Corning currently has planning services provided to it on a contractual basis by John Stoufer who was initially hired as the City's Planning Director in 2008. Mr. Stoufer retired from employment with the City in 2012 and now serves as an Independent Contractor providing services to other clients in addition to the City of Corning. At the present time, Mr. Stoufer spends time in City Hall each week and attends Planning Commission and Council Meetings as needed when planning issues are on the agenda. He also provides planning services on a day to day basis, as needed, from other locations.

When the former City Manager and Police Chief retired, they continued to provide services to the City as "employees" of the City for a limited period of time but were unable to continue beyond one year due to the time constraints imposed by law on retired annuitants who continue working as "employees" of their former employers. Although the Planning Director was for several years an "employee" of the City of Corning, he has now been an "independent contractor" doing business as JBS Planning Consultant Services since July 1, 2012, providing planning services for other clients (including the City of Tehama) as well.

Effective January 1, 2013, the California Public Pension Reform Act of 2013 (PEPRA) (AB 340 and AB 197) made significant changes to pension laws for public employees. One section of the new law, Government Code section 7522.56, addresses post-retirement employment by public employees and, in part, provides that "A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same retirement system from which the retiree receives the benefit without reinstatement from retirement, except as permitted by this section." One of the stated exceptions is that a retired annuitant "may serve...because the retired person has skills needed to perform work of limited duration."

In the Guide to Cal PERS Employment after Retirement, it states, "You can be hired as an "Independent Contractor" or "Consultant" for a CalPERS employer. However, if under common-law principles you will be an 'employee' of the CalPERS employer, your employment is subject to CalPERS restrictions."

In now requesting to extend his contract through the end of the 2015-16 fiscal year, the Planning Consultant is not intending to modify anything other than the term of the present contract, nor to convert it to an "employment" relationship with the City. He is still intending to continue working part-time on City of Corning tasks as identified above and to train a successor to assume his duties after June of 2016.

**STAFF RECCOMENDATION:**

**That the City Council:**

- **ADOPT RESOLUTION NO. 06-23-2015-01, AND**
- **APPROVE THE ATTACHED AGREEMENT WITH JOHN STOUFER AS AN INDEPENDENT CONTRACTOR DBA JBS PLANNING CONSULTANT SERVICES THROUGH JUNE 30, 2016 AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.**

**RESOLUTION NO.: 06-23-2015-01**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CORNING  
PERMITTING CONTINUED SERVICE OF PART-TIME PLANNING CONSULTANT**

**WHEREAS**, Corning Planning Consultant John Stoufer has provided planning services to the City of Corning since 2008, and continues to provide such services to the City on a part-time basis as an Independent Contractor doing business as JBS Planning Consultant Services; and

**WHEREAS**, the contract under which services are currently being provided by the Planning Consultant terminates on June 30, 2015 unless automatically extended; and

**WHEREAS**, Planning Consultant Stoufer is a retired annuitant through the California Public Employees Retirement System (PERS); and

**WHEREAS**, Government Code 7522.56 allows a retired annuitant to continue to provide services to a public employer enrolled in CalPERS if the retired person has skills needed to perform work of limited duration;

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**NOW, THEREFORE BE IT RESOLVED**, that the City Council declares that for the period of **July 1, 2015 through June 30, 2016**, the present Planning Consultant, John Stoufer, has skills needed to perform the duties and responsibilities of the position of City Planning Director, and those skills are critically needed to perform the following tasks and others, which otherwise would have to be performed by a person unfamiliar with important background information already known to Consultant Stoufer:

1. Work with the General Plan Update Taskforce and complete the 2014-2034 City of Corning General Plan Update.
2. Assist with the construction administration for the 2015 CDBG Street Paving Project.
3. Assist with the preparation of a 5 year Housing Element update as mandated by State Law.
4. Work with Staff on the completion of the City of Corning Bike and Pedestrian Transportation Improvement Plan.

**BE IT FURTHER RESOLVED**, that to hire another person to perform the foregoing tasks would significantly impede the accomplishment thereof in that such person would lack the background and experience of the present Planning Consultant and would lack familiarity with the issues needing to be addressed in completing the planning process for each task, thus resulting in harmful delays and inefficiencies; and

**BE IT FURTHER RESOLVED**, that agreeing to allow Consultant Stoufer to complete the foregoing tasks for the specified limited period of time, some of which he has already started, will permit a smoother transition for his replacement in that time will also be available for the training of his successor; and

**BE IT FURTHER RESOLVED**, although the Planning Consultant is not being "employed" by the City, but will be continuing to serve the City as an Independent Contractor, this decision to continue using the services of the present Planning Consultant without a break in service is necessary to fill a critically needed position so that for the designated period of time work can continue on the identified tasks and the required training of a successor can be adequately performed.

The foregoing Resolution was **passed and adopted** by the City Council of the City of Corning on this **23<sup>rd</sup> day of June, 2015** by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the \_\_\_ day of June, 2015 by the votes listed above.

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**Lisa M. Linnet, City Clerk**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF CORNING  
AND JOHN STOUFER FOR PLANNING CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2015, is by and between the **City of Corning**, hereinafter referred to as "**CITY**" and **JOHN STOUFER**, an individual doing business as JBS Planning Consultant Services, hereinafter referred to as "**CONSULTANT**".

**I.  
RECITALS**

WHEREAS, CITY desires to temporarily use the professional services of a qualified planning consultant to perform various land use planning duties and responsibilities for the City of Corning on a limited duration contract basis; and

WHEREAS, CITY, knowing that CONSULTANT is qualified and experienced and has specialized skills to perform certain planning services critically needed by the CITY, hereby contracts with CONSULTANT, and CONSULTANT is ready, willing and able to perform such services for the CITY as its projects are presented to him on an independent contractor basis;

WHEREAS, CONSULTANT acknowledges and understands that this is a limited duration contract for services performed as an independent contractor and that CONSULTANT is not being appointed to a part-time or full-time position within the CITY;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein the parties agree as follows:

**II.  
AGREEMENT FOR SERVICES**

CONSULTANT will provide to the CITY all necessary professional services to perform the duties and responsibilities of a land use planner on projects provided to him in the manner and method of his discretion and to do so to the satisfaction of the CITY, as set forth below. Such services shall include, but not be limited to the following:

- Consult with City Staff on a regular basis to keep apprised of the CITY's need to have various types of land use planning services performed on a timely basis.
- Review materials and prepare agenda reports to be used by Staff, or by Consultant when requested, in making presentations and recommendations to the CITY's Planning Commission and City Council.
- Assist Staff and Management in the various functions of the City's land use planning system, including but not limited to, working with Developers and others who come to the CITY to request information on land use planning issues and to seek discretionary approvals of Subdivision Maps, Use Permits, Variances and other such matters.
- Assist the CITY in completing the environmental reviews and materials legally required for various kinds of projects.
- Work with the General Plan Update Taskforce and assist in completing the 2014-2034 City of Corning General Plan Update.
- Assist with construction administration for the 2015 CDBG Street Paving Project.
- Assist in the preparation of a 5 year Housing Element update as mandated by State law.

- Work with Staff on the completion of the City of Corning Bike and Pedestrian Transportation Improvement Plan.

CONSULTANT will not perform managerial activities and CITY will not direct or supervise the daily work of CONSULTANT in regard to any projects he is working on but will expect the end product to be completed to CITY's satisfaction.

**CITY MANAGER will:**

- Assume responsibility for CITY's records related to projects provided to CONSULTANT.
- Be the contact person in CITY for CONSULTANT with regard to projects provided to CONSULTANT.
- Not request services that, in the opinion of the City Manager or CONSULTANT would impair CONSULTANT's independence.

**WORK DAYS AND HOURS:** CONSULTANT will work for CITY on days and hours of his choosing as dictated by the need to accomplish the tasks provided to him and such work will be performed at various locations in City Hall and in CONSULTANT's private residence or at other locations of CONSULTANT's choosing; however, in no event shall CONSULTANT work more than 960 hours for the fiscal year.

**COMPENSATION:** CITY, for and in consideration of the promises, covenants, conditions and stipulations of CONSULTANT set forth herein, hereby agrees to provide, as total compensation to CONSULTANT, the following:

- CONSULTANT will provide the foregoing services at an **hourly rate of \$40.00** and will submit monthly invoices to the CITY which will be paid within thirty (30) days of submittal; and
- Reimbursement shall be made for all reasonable out-of-pocket expenses, such as long distance phone charges and the cost of any stationary or other such materials provided by CONSULTANT. These out-of-pocket expenses are not considered compensation under this Contract; however, should such costs be deemed compensation under any applicable law, CONSULTANT will forego reimbursement of the same.

**TERM:** This Agreement shall be on a temporary basis for a one year term beginning July 1, 2015 and ending on June 30, 2016 unless either party provides the other with earlier notice of termination. Either party may terminate the Agreement by providing the other party not less than thirty (30) calendar days written notice of termination. The termination shall become effective upon the 30<sup>th</sup> or later designated day following delivery of written notice thereof. CONSULTANT shall be compensated for all services performed to the effective date of termination.

**CONSULTANT AS INDEPENDENT CONTRACTOR:** It is understood that CONSULTANT is an Independent Contractor. CONSULTANT maintains an office separate from the CITY and is entitled to perform planning services for other clients in addition to CITY. CITY does not specify how CONSULTANT is to work but does approve or disapprove the final work product requested of CONSULTANT.

**MUTUAL INDEMNITY PROVISIONS:** During the term of this Agreement, the CITY shall indemnify, defend, and hold CONSULTANT harmless for those acts, including acts that may result in damages to another, arising during the course and within the scope of his services provided to CITY. CITY's obligations hereunder shall not extend to willful acts intended to

cause harm to another nor to injuries of damages arising out of the gross negligence of PLANNING CONSULTANT. With regard to any such acts or negligence, PLANNING CONSULTANT shall indemnify, defend and hold CITY harmless with respect thereto.

**ENTIRE AGREEMENT; MODIFICATION:** This Agreement, and the attached "Exhibit A to Contract Special Requirements" embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by CITY or CONSULTANT other than those contained herein. No modification, alterations, or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

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:

**City:** John Brewer, AICP, City Manager  
City of Corning  
794 Third Street  
Corning, CA 96021

**Consultant:** John Stoufer  
dba as JBS Planning Consultant Services  
P.O. Box 607  
Red Bluff, CA 96080

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

**CITY OF CORNING**

**PLANNING CONSULTANT**

\_\_\_\_\_  
**JOHN L. BREWER, AICP, City Manager**

\_\_\_\_\_  
**JOHN STOUFER, Consultant**

**Approved as to form and content:**

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

**Attest:**

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

## EXHIBIT A – SPECIAL REQUIREMENTS

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The following Special Requirements shall apply not only to the City of Corning as the “Grantee” of funds but also to all sub-recipients or sub-grantees of such funds, or any portion thereof, and to all contractors, subcontractors and others providing goods or services of any kind under any contract to which this Exhibit A is attached.

In connection therewith, the term “grantee” as used herein shall include not only the City of Corning but all such sub-recipients, sub-grantees, contractors and sub-contractors.

**EQUAL OPPORTUNITY:** All CDBG grantees and others entering into the contract to which this Exhibit A is attached must provide equal opportunities in the areas of (a) housing programs and projects (b) contracts for services and construction; (c) provision of public services, public facilities, and local improvements; (d) CDBG-related employment. Regulations regarding physical accessibility for person with disabilities (Section 504 and ADA) and hiring low-income persons and businesses (Section 3) require specific actions when triggered by certain programs and projects. Certain minimum requirements apply in each of these areas; it is required for all such grantees and others to fulfill the responsibilities agreed upon in this contract and in the application's assurances.

**A. The Civil Rights, HCD, and Age Discrimination Acts Assurances:**

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

**B. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:**

1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

## EXHIBIT A – SPECIAL REQUIREMENTS

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4. The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

### **C. State Nondiscrimination Clause:**

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

In entering into this agreement, the person or company contracting with the City of Corning hereby agrees as follows:

"The Contractor hereby agrees to abide by the requirement of executive order 11246 and all implementing regulations of the Department of Labor."

### **Anti-Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

## **EXHIBIT A – SPECIAL REQUIREMENTS**

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

### **Bonus or Commission, Prohibition against Payments of**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

### **Citizen Participation**

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

### **Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

### **Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

### **Environmental Requirements (24 CFR 570.604)**

The parties to this agreement acknowledge that:

The City of Corning is required to comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The City may not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

In its use of CDBG funds, the City of Corning is required to assume responsibility for environmental review, decision making, and other actions that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly prohibit sub-recipients from assuming the grantee's environmental responsibilities (see 24 CFR 570.503(b)(5)(i)). Under the applicable regulations for any project receiving CDBG assistance, no party involved with the project, including sub-recipients, may

## **EXHIBIT A – SPECIAL REQUIREMENTS**

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commit funds to the project, including incurring project costs, until the City has completed the appropriate environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, the grantee must first make a formal determination that the activity(ies) is exempt. (The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

### **Historic Preservation**

Sub-recipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a sub-recipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the City's responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

### **National Flood Insurance Program (24 CFR 570.605)**

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Be aware that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

### **Flood Disaster Protection**

A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.

B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.

C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

## **EXHIBIT A – SPECIAL REQUIREMENTS**

D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

### **Federal Labor Standards Provisions**

The persons or companies which are parties to the contract to which this Exhibit A is attached agree to fully comply with the following requirements:

A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States. The Copeland "Anti-kickback" Law (18 U.S.C. 874) applies to all construction/repair contracts and subgrants).

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

### **Inspections of Grant Activity**

A. The City of Corning reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The City shall inspect any grant activity performed by contractors and sub-recipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

C. The City will require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and will withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

## **EXHIBIT A – SPECIAL REQUIREMENTS**

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### **Monitoring Requirements**

The City of Corning will perform a program and/or fiscal monitoring of the grant activity(ies). The person or company subject to this Agreement shall resolve any monitoring findings to the City's satisfaction by the deadlines set by the City.

The City shall determine the areas to be monitored, the number of monitoring meetings, and their frequency. The monitoring will address program compliance with contract provisions, including national objectives, financial management, the requirements of 24 CFR, Part 85 relating to procurement, and all applicable federal overlay requirements.

### **Patent and Copyright Rules**

Although the City of Corning reserves no patent or copyright entitlements, the parties to the Agreement to which this Exhibit A is attached acknowledge their awareness of the following information.

#### **For governmental sub-recipients (24 CFR 85.34) and for non-profit sub-recipients (84.36):**

The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

The copyright to any work developed with CDBG funds.

Any rights of copyright which a sub-recipient or a contractor purchases with CDBG support.

### **Reporting Requirements**

- As part of all periodic drawdown requests, sub-recipients, contractors and subcontractors subject to this Agreement shall provide information on the financial status of its operations, which shall include (for each activity) the amount of:
  - Funds budgeted.
  - Funds received in drawdowns to date.
  - Funds obligated in most recent period and to date.
  - Funds expended in most recent period and to date.
  - Cash on hand (including program income identified as such).
  - Previous drawdowns requested but not yet received.

Regular progress reports are required from sub-recipients, contractors and subcontractors. These reports will be required quarterly and will disclose actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments as specified in the project schedule and budget portions of this Agreement.

• In addition, the City of Corning will require information from the sub-recipients, contractors and subcontractors in connection with the City's input to IDIS and for preparation of its CAPER, which it must submit to HUD. In IDIS and in its CAPER, the City must provide the following information on each CDBG activity funded:

- The activity's name, matrix code, description, and location.

## EXHIBIT A – SPECIAL REQUIREMENTS

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- The National Objective being met.
- The amount expended during the program year.
- The total cost of each multi-unit housing and 570.203(b) economic development activity.

### **Worker's Compensation Insurance Requirements**

Worker's Compensation Insurance, as required by the State of California, shall be provided as necessary in connection with the performance of any agreement with the City of Corning.

### **Audit/Retention and Inspection of Records**

A. The sub-recipient, contractor or subcontractor must have intact, auditable fiscal records at all times. If there are missing audit reports during the term of this Agreement, the sub-recipient, contractor or subcontractor will be required to submit a plan to the City of Corning, with task deadlines, for submitting the audit. If the deadlines are not met, the sub-recipient, contractor or subcontractor will be subject to termination of this Agreement and disencumbrance of the funds awarded.

B. The sub-recipient, contractor or subcontractor agrees that the City of Corning or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. It is further agreed that the City or its designee will be provided with any relevant information requested and the City or its designee shall be permitted access to the premises of the sub-recipient, contractor or subcontractor upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et. seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The sub-recipient, contractor or subcontractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

### **Sub-grantee and Contractor Certifications and Assurances**

.....  
**Certification and Assurance:** The sub-grantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between the City of Corning and Sub-grantees or Contractors:

- (1) Compliance with Community Development Block Grant regulations found at 24 CFR 570.1 – 570.913 and Appendices
- (2) Compliance with applicable OMB Circulars, including A-133 and A-87 as required
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

## EXHIBIT A – SPECIAL REQUIREMENTS

- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for five years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

The information contained in this certification is true and accurate, to the best of my knowledge.

<b>Name of Subgrantee or Contractor:</b>	<b>Name and Contract Number:</b>	
<b>Signature of Authorized Certifying Official:</b>	<b>Title:</b>	<b>Date:</b>

**WARNING:** Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

**ITEM NO: I-6  
AUTHORIZE WEED ABATEMENT AND  
COLLECTION OF ABATEMENT COSTS  
AS OUTLINED IN CITY MUNICIPAL CODE  
SECTION 8.14 ON ANY REMAINING NON-  
COMPLIANT PROPERTIES LISTED ON  
ADOPTED RESOLUTION 05-26-2015-01**

**JUNE 23, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: JOHN L. BREWER, CITY MANAGER** JD  
**LISA M. LINNET, CITY CLERK** LML

**SUMMARY:**

City Council approved a declaration of "Public Nuisance" on 37 properties within the City of Corning via Resolution 05-26-2015-01 and attached Exhibit "A" at the May 26, 2015 City Council Meeting. The property listing presented at that time was provided by the City's Fire Chief and his findings were based upon the conditions listed in Chapter 8.14, Weed Abatement of the City's Municipal Code.

Staff, having followed the steps listed below, and in compliance with the City Municipal Code, now request City Council authorization to:

- Enter onto any remaining non-compliant private properties and begin nuisance abatement; and
- Proceed with imposition of property lien measures as outlined in the City's Municipal Code Section 8.14 to recover all costs incurred for said abatement.

**BACKGROUND:**

Pursuant to Municipal Code Chapter 8.14, the City's Weed Abatement Officer, in this case the Fire Chief identified thirty seven (37) properties within the City Limits as a public nuisance. On May 26, 2015 the City Council declared these properties a nuisance and subject to the abatement actions outlined in the Corning Municipal Codes via Resolution 05-26-2015-01. The properties were posted and the property owners notified as mandated by the Municipal Code. They were provided the opportunity at the June 9, 2015 City Council Meeting to address the City Council to state any objections as provided in Section 8.14.130 of the Municipal Code. No objections were received at that time.

The City's Municipal Code outlines the weed abatement procedures as follows:

**Section 8.14.130 – Council hearing of objections:**

At the time stated in the notices, the City Council shall hear and consider all objections to the proposed removal of weeds, rubbish, refuse, and dirt. It may continue the hearing from time to time.

**Section 8.14.140 – Council action on objections:**

By motion or resolution at the conclusion of the hearing the City Council shall allow or overrule any objections. At that time the City of Corning acquires jurisdiction to proceed and perform the work of removal.

**Section 8.14-150 – Council action final:**

The decision of the City Council is final.

**Section 8.14.160 – Council order to proceed:**

If objections have not been made, or after the City Council has disposed of those made, it shall order the Weed Abatement Officer to abate the nuisance by having the weeds, rubbish, refuse, and dirt removed. The order shall be made by motion or resolution.

**RECOMMENDATION:**

**MAYOR AND COUNCIL HAVING RECEIVED NO PROTESTS BY PROPERTY OWNERS LISTED ON RESOLUTION 05-26-2015-01 AT THE JUNE 9, 2015 CITY COUNCIL MEETING, AUTHORIZE BY MOTION THE FOLLOWING:**

- **AUTHORIZE THE FIRE CHIEF, AS DIRECTED IN SECTION 8.14.160 OF THE CITY'S MUNICIPAL CODE, TO PROCEED WITH THE ABATEMENT OF THOSE PROPERTIES NOT IN COMPLIANCE WITH CHAPTER 8.14 OF THE CITY'S MUNICIPAL CODE; AND**
- **PER MUNICIPAL CODE SECTION 8.14 AND GOVERNMENT CODE SECTION 39577, AUTHORIZE A SPECIAL ASSESSMENT AND LIEN BE IMPOSED ON THE NON-COMPLIANT PROPERTIES FOR ALL AUTHORIZED COSTS ASSOCIATED WITH THE ABATEMENT.**

**RESOLUTION 05-26-2015-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
DECLARING A PUBLIC NUISANCE ON THE VARIOUS PROPERTIES  
LISTED ON THE ATTACHED  
EXHIBIT "A"**

**WHEREAS**, the Corning Municipal Code Chapter 8.14, Weed Abatement, Section 8.14.010 explains that these regulations are intended to address the recurring health and safety problems arising out of weeds and rubbish on property within the City of Corning and are designed to alleviate those problems and protect the citizen's health, safety and property.

**Whereas**, Section 8.14.020 defines "Weeds" as weeds that when mature bear wingy or downy seeds, which will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous. The term "weeds," as used in this article, also includes any of the following:

1. Weeds which bear seeds of a downy or wingy nature.
2. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds which are otherwise noxious or dangerous.
4. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
5. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

**Whereas**, the City's Weed Abatement Officer/Fire Chief has identified the following thirty seven (37) properties listed on the attached Exhibit "A" as a public nuisance.

---

**NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORNING DOES HEREBY DECLARE AND FIND AS FOLLOWS:**

1. A public nuisance exists on each of the thirty seven (37) properties identified in Exhibit "A" hereto.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on May 26, 2015 by the following vote:

**AYES: Strack, Dickison, Linnet, Cardenas and Smith**

**OPPOSED: None**

**ABSENT: None**

**ABSTAIN: None**

**/S/ Gary R. Strack  
Gary R. Strack, Mayor**

**ATTEST:**

**/s/ Lisa M. Linnet  
Lisa M. Linnet, City Clerk**

**EXHIBIT "A"**

**5-26-2015 Weed Abatement Listing**

<b>APN NO.'s</b>	<b>Physical Address</b>	<b>Owner/Responsible Party</b>	<b>APN Mailing Address</b>
69-210-18	Hwy. 99 W	Wold, Steven N ETAL TR	10819 Baird Ave. Northridge, CA 91326
71-010-08	Northside of South St. west of railroad	Southern Pacific Trans. Co. c/o Union Pacific Railroad Co.	1400 Douglas Stop 1640 Omaha, NE 68179-1640
71-020-01	Blackburn & Edith	Burghardt, John L. ETAL CO-TRS	14916 Eagle Ridge Dr. Forest Ranch, CA 95942
71-044-08	1522 Colusa St.	Vandoorn, Charles B. & Toni K.	19680 Maette Dr. Corning, CA 96021
71-045-21	1400 Tehama St.	Parson, Matthew D. & Jessica J.	1400 Tehama St. Corning, CA 96021
71-113-01	1223 Colusa St.	Graves, Brendan	1059 San Ramon Dr. Chico, CA 95973
71-134-09	1214 Marin Street	Frank & Lisa Muto	541 Jefferson St. Red Bluff, CA 96080
71-140-48	Toomes Avenue	Dennis, James A. Sr.	10550 Silent Grove Ct. Stockton, CA 95209
71-151-18	1905 Solano St.	Wold, Steven N ETAL TRS	10819 Baird Ave. Porter Ranch, CA 91326
71-152-06	1909 McKinley	Pineda, Adelita	1909 McKinley Ave. Corning, CA 96021
71-156-09	975, 979, 985 & 987 Fairview Avenue	Mansfield, Jason J.	P.O. Box 264 Forest Ranch, CA 95942
71-173-08	1216 South St.	Jolley, Keith A. & Patricia K.	3513 Beacon Dr. Anderson, CA 96007-2404
71-191-03	1958 Taft Avenue	Mansour, Anton ETAL TRS	21365 Gyle Rd. Corning, CA 96021
71-191-14	1826 Taft Avenue	Boone, Gladys c/o Johnson, Terry	1826 Taft Avenue Corning, CA 96021
71-192-35	1013 Toomes Avenue	Wold, Michael C. & Patricia	1900 Hwy. 1, #100 Moss Landing, CA 95039
71-225-01	1587 Kaufman	Ashburn, Frank	1587 Kaufman Avenue Corning, CA 96021
71-232-10	1443 Center St.	Hill, Victoria Lynn	1443 Center Street Corning, CA 96021
71-243-01	1134 4th Avenue	Barragan, Joel Salazar & Rosa Valdez	6831 Cabernet Ave. Newark, CA 94560-2408
71-273-23	1587 4th St.	Haywood, Thomas W. & Ronda J.	P.O. Box 1214 Corning, CA 96021

<b>APN NO.'s</b>	<b>Physical Address</b>	<b>Owner/Responsible Party</b>	<b>APN Mailing Address</b>
71-280-34	1409 Fig Lane	Judy Bohme	916 6th Street Corning, CA 96021
71-291-11	Woodson Avenue	Young, LeRoy A. & Patricia J.	945 Lincoln Avenue Napa, CA 94558
71-291-14	1691 6th St.	Peters, Tina	P.O. Box 7378 Chico, CA 95927
71-300-03	Toomes Avenue	Juniper Ridge Property, LLC c/o Meister, Greg	715 Gateshead Ct. Foster City, CA 94404
71-300-63	Palm Avenue	Engle, Noble	1850 Luning St. Red Bluff, CA 96080
73-061-06	702 2nd St.	Level 3 Communications LLC c/o Property Tax	1025 El Dorado Blvd. Broomfield, CO 80021
73-063-05	715 2nd St.	Brown, Kenneth Romaine II	23400 Fig Lane Corning, CA 96021
73-084-29	Alley between Marin/Solano St.	Chavez, Lorenzo & Tina	3431 Helen St., Oakland, CA 94608
73-162-03	906 Hickory St.	Trimm, Nina	906 Hickory St. Corning, CA 96021
73-200-31	526 Stanmar Dr.	Mathisen, Martin Harvey & Loyette Gay	P.O. Box 876 Corning, CA 96021
73-220-28	728 El Paso Ave.	Holtzinger, Michael J. & Jeannine H.	P.O. Box 420 Corning, CA 96021
73-230-20	1080 McDonald Ct.	Tannous, Andoni	1027 Fassier Pacifica, CA 94044
73-240-07	271 Marty Ct.	Holloway, Sherri L.	271 Marty Ct. Corning, CA 96021
87-040-73	Hwy. 99 W	Birk, Harvinder S. ETAL TRS	P.O. Box 991121 Redding, CA 96099-1121
87-040-74	Hwy. 99 W	Birk, Harvinder S. ETAL TRS	P.O. Box 991121 Redding, CA 96099-1121
87-050-01	2441 & 2551 Hwy. 99 W	Hardy, Lewis & Hardy, Kathryn Myers	243 Lost Horizon Oroville, CA 95959
87-050-02	2761 Hwy. 99 W	Coryell, Donnie Ray DECD ETAL, c/o Santander, Brenda	4805 Onate Ave. San Diego, CA 92117
87-050-03	Hwy. 99 W	King, Verna Alice Trustee	1996 Poppy View Terrace Chico, CA 95928
<b>Total Properties: 37</b>			

**ITEM NO: I-7  
RECOMMEND REAPPOINTMENT OF  
PLANNING, AIRPORT AND LIBRARY  
COMMISSIONERS TO AN ADDITIONAL 4-  
YEAR TERM.**

**June 23, 2015**

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: GARY R. STRACK, MAYOR  
LISA M. LINNET, CITY CLERK**

**SUMMARY:**

The following Commissioners terms expire as of June 30, 2015 and have agreed to serve an additional 4-year term:

<b><u>COMMISSION</u></b>	<b><u>NAME</u></b>	<b><u>FIRST APPOINTED</u></b>	<b><u>TERM EXPIRES</u></b>
<b>Planning</b>	<b>Frank Barron</b>	<b>11/22/2010</b>	<b>6/30/2015</b>
<b>Planning</b>	<b>Brant Mesker</b>	<b>9/27/2011</b>	<b>6/30/2015</b>
<b>Airport</b>	<b>Louis Davies</b>	<b>8/25/2009</b>	<b>6/30/2015</b>
<b>Airport</b>	<b>Jack Beck</b>	<b>4/22/2014</b>	<b>6/30/2015</b>
<b>Library</b>	<b>Dean Blankenship</b>	<b>1/22/2008</b>	<b>6/30/2015</b>
<b>Library</b>	<b>Carol Mueller</b>	<b>9/25/2012</b>	<b>6/30/2015</b>

You will note that some of the Commissioners have served more than the 4-year term, and others have served less. This is a result of some being reappointed for more than one term, and others appointed to complete the term of someone resigning from a commission.

We will have two vacancies on the Recreation Commission as a result of Commissioners not seeking reappointed at the end of June. Those vacancies will be advertised and applications will be available at the City Clerk's office in City Hall.

**RECOMMENDATION:**

**MAYOR AND COUNCIL RE-APPOINT FOR A FOUR-YEAR TERM, THE FOLLOWING COMMISSIONERS:**

- **PLANNING COMMISSION: FRANK BARRON AND BRANT MESKER**
- **AIRPORT COMMISSION: LOUIS DAVIS AND JACK BECK;**
- **LIBRARY COMMISSION: DEAN BLANKENSHIP AND CAROL MUELLER**

**ITEM NO. I-8  
STUDY MATTER-CONTINUING  
DISCUSSION REGARDING THE  
GENERAL FUND FOR THE  
2015-2016 BUDGET**

**JUNE 23, 2015**

**TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA**  
**FROM: JOHN L. BREWER, AICP; CITY MANAGER**   
**ROY R. SEILER, CPA**

**SUMMARY:**

At the last meeting the City Council directed Staff to prepare a Budget that largely resembled "Option 2" as presented in the staff report for June 9, 2015. The purpose of this staff report is to provide more detailed information regarding that strategy and how it will affect the General Fund and the City's Operating Reserves.

Please refer to the attached "Draft General Fund Summary". Staff has prepared the document after hearing the direction of the Council at the June 9<sup>th</sup> meeting.

**GENERAL FUND CAPITAL REPLACEMENT:**

We have removed General Fund supported Capital Replacement purchases for the Police and Fire Departments from the proposed budget, as directed. Note there were no General Fund Capital Replacement purchases proposed for the Public Works department.

We have checked with the Fire and Police Chiefs to determine if there are MOU-mandated equipment replacement schedules that we are obligated to fund this budget year. The one qualifying piece of equipment is "body armor" (aka "bullet-proof vests") that must be periodically replaced. According to Chief Atkins, we are not obligated to replace any vests due to age until December of 2016. However, we will need to replace two vests due to attrition within the Department. The preliminary budget already has sufficient funds within "Police Department Safety Items" to purchase two vests at \$900/each.

**STREET MAINTENANCE SUPPORT:**

We have also removed 60% of the General Fund support of Street Maintenance for the next budget. That will result in a General Fund "savings" of \$100,300. This is really only practical this year because we have the independently funded 2015 CDBG Paving project that will fund a significant paving project on Solano Street and Third Street.

However, the Council needs to understand that the 60% redirection means that the 2015-2016 Budget will have minimal General Fund support. We have historically used General Fund revenues for Public Works Street Maintenance salaries. Once it's removed, it will be more difficult to replace next year, when, once again, we may be struggling to keep our General Fund expenditures down. That'll be very problematic if Gas Tax funding is simultaneously reduced by the State.

### **ADDITIONAL CONTRACT FIRE DISPATCH REVENUES:**

From our cost analysis prepared as part of our June 9<sup>th</sup> staff report, we know that we are providing Fire Dispatch service to Orland, Orland Fire District and Capay Fire District at rates below our cost to provide the service. We should not "subsidize" fire dispatch services for other entities. We should increase the cost/call that we charge to better approximate our costs. We currently expect (and budget) \$30,000 in revenues for fire dispatch services for the three communities. We believe we should collect at least \$45,000 for that service.

The General Fund Summary presented tonight includes \$45,000 of revenue from contract Fire Dispatch services, up from the current \$30,000 budgeted as revenues. If the Council approves the increase, staff will need to meet with the three entities and implement revised contracts. In the past, the Fire Chief has negotiated the contract costs with the other fire agencies.

### **CHANGES SINCE JUNE 9<sup>TH</sup>:**

Budgeting is all about projecting revenues and expenditures and balances. It's a bit of a moving target; as data becomes available, we update our projections accordingly. For that reason, you'll note some things have changed from the Option 2 General Fund Summary presented on June 9<sup>th</sup> and some haven't. The bottom line, requiring use of \$135,000 of Operating Reserves to balance remains the same as included in Option 2 on June 9<sup>th</sup>.

### **STAFF RECOMMENDATION:**

- **THAT THE CITY COUNCIL CONSIDER THE ATTACHED DRAFT GENERAL PLAN SUMMARY DOCUMENT AND THE INFORMATION PROVIDED IN THE STAFF REPORT, ALONG WITH AMENDMENTS AS APPROPRIATE; AND**
- **DIRECT STAFF TO PREPARE, PUBLISH AND PRESENT A DRAFT BUDGET CONSISTENT WITH THAT SUMMARY DOCUMENT AT THE JULY 14<sup>TH</sup> CITY COUNCIL MEETING.**

**ROY R. SEILER**  
***CERTIFIED PUBLIC ACCOUNTANT***

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201 C. North Tehama  
Willows, CA 95988

Phone: 530-934-8841  
Fax: 530-934-8849

**ACCOUNTANT'S COMPILATION REPORT**

City of Corning  
Corning, California

I have compiled the accompanying General Fund Summary and Projections, scenario two for the City of Corning for the 2015-2016 budget year. I have not audited or reviewed the accompanying projections and, accordingly, do not express an opinion or provide any assurance about whether the projections are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Corning.

June 16, 2015

***Roy R. Seiler, CPA***

City of Corning  
Budget Summary  
Scenario No Two  
2015-16

**Scenario No. Two, Elimination of General Funds Support for Police and Fire Capital Replacement  
And 60 Percent of General Funds Support of Street Maintenance**

	<u>Available</u>	<u>Reserved</u>	<u>TOTAL</u>
<b>Audit Balance, June 30, 2014</b>	\$ 455,233	\$ 830,000	\$ 1,285,233
<b><u>2014-2015, Projected</u></b>			
Revenues, Budgeted, As Adjusted	\$ 4,561,810		
Estimated Decreases in Revenues over Budget (*)	\$ (20,000)		
	-----		
Available for Expenditure	\$ 4,997,043		
Expenditures, Budgeted as Adjusted	\$ (4,949,856)		
Estimated Increases To Expenditures over Budget (*)	\$ (10,000)		
	-----		
Subtotal	\$ 37,187	\$ 830,000	
Increase to Operating Reserve	\$ (80,000)	\$ 80,000	
<b><u>Projected Savings:</u></b>			
Vacant Communications Supervisor Position	\$ 79,600		
<b>Projected Fund Balance, June 30, 2015</b>	<b>\$ 36,787</b>	<b>\$ 910,000</b>	<b>\$ 946,787</b>
<b><u>2015-2016 Budgeted</u></b>			
Revenues and Transfers In	\$ 4,461,410		
	-----		
Available for Expenditure	\$ 4,498,197	\$ 910,000	
Expenditures and Transfers Out	\$ (4,633,099)		
	-----		
Subtotal	\$ (134,902)	\$ 910,000	
Funds Transferred From Operating Reserve	\$ 135,000	\$ (135,000)	
	-----		
<b>Budgeted Fund Balance, June 30, 2016</b>	<b>\$ 98</b>	<b>\$ 775,000</b>	<b>\$ 775,098</b>
	=====	=====	=====

**(\*) Recap of Expected Adjustments, 2014-2015:**

<u>Revenues:</u>		<u>Expenditures:</u>	
Projected decrease in sales tax	(100,000)	Projected Increase in Utility Costs	\$ 17,000
Increase in State Mandated Cost Rei	35,000	Actual Savings in Capital Outlay, Parking Lot	\$ (7,000)
Projected Increase in TOT	45,000		
	-----		
Total	(20,000)	Total	\$ 10,000

See Accountant's Compilation Report

DRAFT GENERAL FUND  
SUMMARY  
6/23/2015