



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

**TUESDAY, JUNE 28, 2016
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

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

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO SUBDIVISION (b) OF SECTION 54956.9:
One Case**

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

POSTED: FRIDAY, JUNE 24, 2016



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 28, 2016
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

D. INVOCATION: Led by 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. PUBLIC COMMENTS:

F. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

G. BUSINESS FROM THE FLOOR:

H. 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 with any necessary corrections for the following meetings:
 - a) June 8, 2016 Special City Council Meeting; and**
 - b) June 14, 2016 Regular City Council Meeting****
- 3. June 22, 2016 Claim Warrant - \$337,090.31.**
- 4. June 22, 2016 Business License Report.**
- 5. Adopt Resolution 06-28-2016-02; A Resolution granting authorization for the Tehama County Solid Waste Management Agency to submit Regional Used Oil Payment Grant Applications on behalf of the City over the next five (5) Years.**
- 6. Designation of League of California Cities Voting Delegate and Alternate.**

7. Approve annual Agreement with 3CORE Economic Development District at a cost of \$5,500.
 8. Award Bid to Durham Pump Inc. in the amount of \$37,469 to furnish and install a 60-HP pump & motor at the Blackburn Well, and authorize the City Manager to sign the associated contract.
 9. Approve two (2) year extension request on Tentative Tract Map 05-1003 Phase II & III; Stonefox Ranch Subdivision, located on the south side of Solano Street at the Del Norte Ave./Solano Street intersection.
 10. Declare the 1978 Van Pelt Fire Engine as surplus property and authorize the Fire Chief to negotiate its sale.
- I. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- J. **PUBLIC HEARINGS AND MEETINGS:**
11. Accept comments/appeals from owners of those properties declared a public nuisance and adopt Resolution 06-28-2016-03 declaring the following:
 - a. A nuisance exists on the twenty-two (22) properties listed on Exhibit "A";
 - b. Such conditions are seasonal and recurrent nuisances; and
 - c. Authorize the Fire Chief to initiate abatement procedures on these properties/parcels as outlined in the City's Municipal Code and direct the City Clerk to lien said properties for costs incurred by the City for nuisance abatement.
- K. **REGULAR AGENDA:**
12. Authorize the Mayor to sign a two (2) year extension proposal with 3CORE, Inc. for the existing \$75,000 Line of Credit.
 13. Approve appropriation of General Fund Reserves in the amount of \$2,644.25 to pay PACE Engineering for structural assessment, and authorize City Attorney to seek reimbursement of these costs from property owner.
 14. Adopt Resolution 06-28-2016-04 and extend contract with John Stoufer, DBA JBS Planning Consultant Services for one year.
 15. Adopt Resolution 06-28-2016-01 and approve the 2016-2017 Program of Service and Annual Budget.
- L. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- M. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- N. **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:
- O. **ADJOURNMENT!:**

POSTED: FRIDAY, JUNE 24, 2016



**CITY OF CORNING
SPECIAL COUNCIL MEETING MINUTES**

WEDNESDAY, JUNE 8, 2016

6:00 P.M.

CLARK PARK

103 FIG LANE, CORNING

(In front of Restrooms)

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

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

C. BUSINESS FROM THE FLOOR: None

D. REGULAR AGENDA:

1. Discussion and Action relating to repairs, remodel and/or construction to take place at Clark Park

City Council met with members of the Corning Little League Board and the public to discuss plans for new and/or remodeled restroom facilities at Clark Park.

City Manager Kristina Miller stated that she had confirmed the following information/limitations in relation to use of Volunteer Labor per the Labor Code:

- a) City **cannot separate projects to avoid the formal bid process**; Volunteers can most easily be utilized at the beginning or end of the project;
- b) City **cannot** issue payment for services;
- c) City **can** purchase materials;
- d) Little League **cannot** pay an Electrician for work on the project.
- e) Actual construction during the middle of the project must be "Prevailing Wage".

Other items discussed were:

1. New design of restroom facilities stating they must be ADA compliant and both facilities (men and women) are able to accommodate three (3) persons each.
2. Total amount budgeted is \$150,000 from the City's bedroom tax fund and these funds do not necessarily need to be used for restrooms only.
3. A Sierra Pacific Industries Grant Application has been completed by the Little League Board and Public Works Director Dawn Grine to be used for lumber to repair/rebuild bleachers at Clark, Yost and Northside Parks.
4. Public Works Director Dawn Grine is the contact person for this project. All contact and/or correspondence related to this project are to go through her.
5. Rodeo Group will be consulted on the location of possible new building/restrooms.
6. Clark Park parking lot looks like a mine field and needs work.
7. Bleachers have been repaired by the City Public Works Department.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

8. Also discussed were the dugouts at Clark and Yost Parks need some attention and that the materials could possibly come from the Sierra Pacific Grant.
9. Touched on possibility of removing tennis court and extending parking lot, Staff will check to see if this was built with grant funds and if so, what restrictions apply.
10. It was stated that the Plans for the new bathrooms would need to be sent to City Engineer Ed Anderson for him to price out (prepare the Engineer's Estimate).

With no other discussion, Mayor Strack closed the Special Meeting.

E. ADJOURNMENT!: 6:35 p.m.

Lisa M. Linnet, City Clerk



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

**TUESDAY, JUNE 14, 2016
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO SUBDIVISION (b) OF SECTION 54956.9:
One Case**

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

Mayor Strack reported that Council met in Closed Session with the City Manager and the City Attorney and gave them direction.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 14, 2016
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

Darlene Dickison

Dave Linnet

Tony Cardenas

Willie Smith

Mayor:

Gary Strack

All members of the City Council were present.

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

D. INVOCATION: Led by Tony Cardenas.

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

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

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Ross Turner: In regards to the Part-Time Planning Consultant contract that is to expire on June 30th...is the individual currently doing the job going to continue, or will it be advertised? City Manager Kristina Miller stated that it will be brought before the Council for discussion and possible action at the next meeting.

Chief Spannaus: Announced that the Volunteer Fire Department has acquired a 1998 Fire Truck to replace Engine 6, the 1978 Van Pelt Engine. He stated that it will be the Volunteers Engine and City Manager Miller stated that it will be insured by the City. Mayor Strack expressed the City's appreciation, stating that the Volunteers are a great bunch.

Corning Little League: A member of the Little League Board spoke stating that they now have the proposed building Plans from Luke Alexander for the new restroom/concession building at Clark Park. They are awaiting visual Plans from the City as well as an approved building location. City Engineer Ed Anderson confirmed that they are looking for a floor/site plan as well as a cost estimate (Engineer's Estimate) from the City. Public Works Director Dawn Grine stated that she believes the City can get this to the Board before Friday. The City Attorney again explained the legalities relating to donated materials/services as applies according to the State Labor Codes. Mayor Strack confirmed that this will be brought back to the City Council on June 28th.

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 May 24, 2016 City Council Meeting with any necessary corrections:**
- 3. June 8, 2016 Claim Warrant - \$216,980.55.**
- 4. June 8, 2016 Business License Report.**
- 5. May 2016 Wages & Salaries: \$331,175.12.**
- 6. May 2016 Treasurer's Report.**
- 7. May 2016 City of Corning Wastewater Operations Summary Report.**

8. **May 2016 Building Permit Valuation Report in the amount of \$590,594.09.**
9. **Authorize transfer of remaining donated bags of rubberized bark to the Corning Elementary School District.**
10. **Adopt Resolution No. 06-14-2016-01 appointing Community Service Officer Ron Robbins as the City's voting member to the Tehama County Abandoned Vehicle Abatement Service Authority and Tom Watson as the alternate.**
11. **Appoint City Public Works Director Dawn Grine to the Tehama County Flood Control & Water Conservation District Groundwater Commission.**
12. **Award Bid to furnish and install a 60 HP Pump & Motor at the Blackburn Well to Durham Pump, Inc. in the amount of \$37,469 and authorize the City Manager to sign associated Contract.**
13. **Re-authorize the Public Works Department to seek formal bids for a three-year Janitorial Service Agreement.**

City Manager Miller stated that Consent Item 12 is being pulled for changes to the proposed contract, and Councilor Cardenas asked to pull Consent Item 13 for clarification.

Councilor Linnet moved to approve Consent Items 1-11 and Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

- 12 **Award Bid to furnish and install a 60 HP Pump & Motor at the Blackburn Well to Durham Pump, Inc. in the amount of \$37,469 and authorize the City Manager to sign associated Contract.**

This was pulled by the City Manager for review by the City Attorney for possible revisions to the Contract.

- 13 **Re-authorize the Public Works Department to seek formal bids for a three-year Janitorial Service Agreement.**

Councilor Cardenas commended Staff for proposing measures to reduce costs; and he wanted to ensure that whoever opens/closes the restrooms does in fact do this. Councilor Cardenas moved to re-authorize Public Works to seek Bids for a three-year (3) Janitorial Service Agreement to provide janitorial services to 10 City locations. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

14. **Authorize the City Manager to negotiate with and purchase a new F350 Truck from Corning Ford.**

Following a brief explanation by the City Manager, Councilor Cardenas moved to reject the Bids received for non-conformity (Bid solicitation was for a 2016 Ford F350 and all Bids received were for 2017 trucks), make the finding that the City's needs are better met to negotiate directly with Corning Ford to solicit a purchase price for the 2016 Ford F350 Truck; and authorize the City Manager to negotiate for, and purchase a new 2016 F350 Truck from Corning Ford for a total price not to exceed \$24,000. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Abstain/Absent: None. Opposed: Linnet. Motion was approved by a 4-1 vote with Linnet opposing.**

15. **Approve selection of AT&T as the 911 Vendor and authorize the Fire Department to proceed with the purchase and installation of the Emergency 911 Equipment at the City's Fire Dispatch Center.**

Councilor Dickison moved to approve the selection of AT&T as the 911 Vendor and authorize the Department to proceed with the purchase and installation of the Emergency 911 Equipment. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

16. Adopt Resolution 06-14-2016-02, a Resolution declaring a public nuisance on 30 properties within the City and authorize the Fire Chief to initiate abatement procedures.

Councilor Linnet moved to adopt Resolution 06-14-2016-02 declaring a public nuisance on the thirty (30) properties listed on the attached Exhibit "A", find that such conditions are seasonal and recurrent nuisances; and authorize the Fire Chief to initiate abatement procedures on these properties/parcels as outlined in the City's Municipal Code. Councilor Cardenas seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

17. Accept Progress Pay Estimate No. 2 to Trent Construction in the amount of \$163,117.91, and accept Contract Change Orders No. 1 & 2 decreasing the Contract amount to \$1,205,972.40 for the Downtown Streetscape Project.

Mayor Strack asked about installing the lighted crosswalks on West Street, inquiring whether the City should investigate finding funding to accomplish this. Councilor Linnet asked whether all the curb and gutter is being replaced on the blocks between Sixth and West Street; City Engineer Ed Anderson stated no, however he confirmed that the bad gutters in front of Les Schwab will be replaced and the bad sidewalk between 6th Street and Les Schwab on the north side will be replaced. Councilor Cardenas confirmed that the entire intersections will be removed and the street will be lowered to meet ADA compliance.

Ross Turner asked if the City will be responsible to replace the trees removed from Les Schwab; he was informed no, the removed trees were on Les Schwab property.

Councilor Dickison moved to accept Progress Pay Estimate No. 2 to Trent Construction for the Streetscape Project in the amount of \$163,117.91; and accept Contract Change Order No. 1 & 2 decreasing the contract amount to \$1,205,972.40. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

18. Adopt Resolution 06-14-2016-03, a Resolution authorizing the City Manager to execute Agreements with the California Transportation Commission and/or the California Department of Transportation for Alternative Transportation Infrastructure Improvements through the Active Transportation Program.

City Manager Kristina Miller provided a brief explanation of this item and confirmed that this ties in with the Bike and Pedestrian Plan Improvements and would be fully funded by a grant. Councilor Cardenas moved to adopt Resolution 06-14-2016-03 authorizing the City Manager, or her designee, as the authorized person to enter into Contracts and execute all funding Agreements and any amendments thereto with the California Transportation Commission and/or the California Department of Transportation for alternative transportation infrastructure improvements through the Active Transportation Program. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

Two applications were submitted, one for First street, and another for South Street per Public Works Director Dawn Grine. Mayor Strack stated that the City should be receiving something relating to East Fig Lane by Clark Park/Centennial School.

19. City Council review and approve the proposed amendment to the Nepotism Policy listed in the City's Personnel Rules and Regulations.

Councilor Linnet moved to amend Section 7.9 of the Personnel Rules and Regulations to read: "No close relative (defined as a parent, spouse, child, brother, or sister) of a City Management Employee may be hired to work in the same department as the City Management Employee. No Close relative of the City Manager, Mayor or City Council can be hired while either Mayor, Council Member or City Manager are serving as City Officials."

Seasonal Lifeguards hired on an annual basis are exempt from the nepotism policy.

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

20. Presentation of the Fiscal Year 2016-2017 Program of Service and Annual Budgets for discussion if:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

- a) **Measure A Passes; and**
- b) **Measure A Doesn't Pass.**

City Manager Kristina Miller presented the Budget stating that on June 28th Staff will ask that the Council pass the proposed Budget listed as: a) Measure "A" Passes.

Councilor Cardenas confirmed that the numbers presented in the draft budget were an estimate based upon the information staff has today. He also stated that, with the passage of Measure A, although the funds go into the General Fund, it was intended to maintain Fire and Police Dispatch Services.

Susan Price confirmed that, although she understands that Capital Improvements will not be made this year, that the City has a Capital Improvement Plan. She was informed by City Manager Miller it did, although she stated that past practice relating to the Capital Improvement Plan was not formulated the way she believes it should in regards to depreciation. Mrs. Price stated her belief that it is important to have the budget passed by line item, and emphasized the importance of transparency.

Chief Fears stated that he plans on utilizing Volunteers to substantiate the reduction in Police Department Overtime and Compensatory Time.

Dave Demo, thanked Susan Price, Crystal Linnet, and Jerod Smith for their help with the passing of Measure A stating it is his belief that it would not have passed if not for their work.

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

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.

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

Dickison: Will be attending the Community Action Tripartite Board Meeting on Thursday.

Linnet: Announced the "Open House" at the new JPA Office.

Cardenas: Nothing

Smith: Nothing

Strack: Thanked everyone who worked on helping "Measure A" get passed. Confirmed no change to the water restrictions and stated that we might get a reminder on the water bills.

N. ADJOURNMENT!: 7:40 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: June 22, 2016

SUBJECT: Cash Disbursement Detail Report for the
Tuesday June 28, 2016 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 06-20-16	\$ 278,504.02
B.	Cash Disbursements	Ending 06-22-16	\$ 7,954.70
C.	Payroll Disbursements	Ending 06-21-16	\$ 50,631.59
GRAND TOTAL			<u>\$ 337,090.31</u>

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
022270	06/13/16	TRE00	TRENT CONSTRUCTION INC.	154962.01	.00	154962.01	PPE #2	SOLANO STR SCP-STR PROJ
022271	06/14/16	GAY02	GAYNOR TELESYSTEMS, INC	1826.15	.00	1826.15	AGR107316	COMMUNICATIONS-DISPATCH
022272	06/20/16	ACCO0	ACCESS INFORMATION MANAGE	140.17	.00	140.17	1495338	EQUIP MAINT-GEN CITY
022273	06/20/16	ARA02	ARAMARK UNIFORM SERVICES	64.42	.00	64.42	634526019	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634540490	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634554904	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634569255	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634583763	MAT & SUPPLIES-BLD MAINT
				322.10	.00	322.10		
022274	06/20/16	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1605849	ProfServices Water Dept
				126.00	.00	126.00	1606076	ProfServices Water Dept
				252.00	.00	252.00		
022275	06/20/16	CEN14	CENTER FOR EVALUATION & R	9375.00	.00	9375.00	201182	BCJI GRANT-PROF SVCS
022276	06/20/16	COM06	COMCAST	28.92	.00	28.92	160609	COMMUNICATIONS-PW ADMIN
022277	06/20/16	COR12	CORNING FORD MERCURY, INC	23443.75	.00	23443.75	160620	VEHICLE REPLAC-
022278	06/20/16	FEA03	FEATHER RIVER HOSPITAL	203.30	.00	203.30	9202605	EMPLOYEE PHYSICALS-POOL
022279	06/20/16	FOX00	FOX APPRAISALS	450.00	.00	450.00	16710515	PROF SVCS-HOUSING REHAB
022280	06/20/16	GUZ00	GUZI-WEST INSPECTION & CO	475.00	.00	475.00	2016-79	PROF SVCS-HOUSING REHAB
022281	06/20/16	HIT01	HI-TECH EMER VEH SERV, INC	52.01	.00	52.01	153992	VEH OP/MAINT-FIRE
022282	06/20/16	HOL04	HOLIDAY MARKET #32	45.71	.00	45.71	153230504	MAT & SUPPLIES-BLD MAINT
				53.76	.00	53.76	212321306	MAT & SUPPLIES-
				99.47	.00	99.47		
022283	06/20/16	LIN01	LINCOLN AQUATICS, INC.	176.54	.00	176.54	SI292674	MAT & SUPPLIES-POOL
022284	06/20/16	NOR18	NORTH VALLEY DISTRIBUTING	116.10	.00	116.10	SI205453	MAT & SUPPLIES-BLD MAINT
022285	06/20/16	PGE01	PG&E	31822.50	.00	31822.50	160610	Electricity General City-
022286	06/20/16	QUI02	QUILL CORPORATION	37.99	.00	37.99	6447493	OFFICE SUPPLIES-FINANCE
				65.86	.00	65.86	6489309	OFFICE SUPPLIES-FINANCE
				103.85	.00	103.85		
022287	06/20/16	RED01	RED BLUFF DAILY NEWS	217.90	.00	217.90	160617	COMMUNICATIONS-GEN CITY

REPORT.: Jun 21 16 Tuesday
 RUN...: Jun 21 16 Time: 09:02
 Run BY.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-16 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
022288	06/20/16	SEV00	SEVERN TRENT ENVIRONMENTA	54326.60	.00	54326.60	2084721	PROF SVCS-
022289	06/20/16	SVA01	SVABO	65.00	.00	65.00	2016-029	ASSOC DUES-BLD & SAFETY
022290	06/20/16	WES02	WESTERN BUSINESS PRODUCTS	45.65	.00	45.65	ARI8694	EQUIP MAINT-FIRE

Cash Account Total.....: 278504.02 .00 278504.02

Total Disbursements.....: 278504.02 .00 278504.02

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
022264	06/22/16	LIN01	LINCOLN AQUATICS, INC.	-750.64	.00	-750.64	SI92077u	Ck# 022264 Reversed
				-750.64	.00	-750.64	SI292077u	Ck# 022264 Reversed
			Check Total.....	-1501.28	.00	-1501.28		
022291	06/22/16	ATT13	AT&T	763.37	.00	763.37	160611	COMMUNICATIONS-DISPATCH
022292	06/22/16	ATT15	AT&T MOBILITY	506.97	.00	506.97	160519	COMMUNICATIONS-
022293	06/22/16	CAR12	CARREL'S OFFICE MACHINES	10.34	.00	10.34	143828	MAT & SUPPLIES-LIBRARY
022294	06/22/16	DOW01	DOWN RANGE	26.86	.00	26.86	947	SAFETY ITEMS-POLICE
022295	06/22/16	GRA02	GRAINGER, W.W., INC	53.02	.00	53.02	914269104	MAT & SUPPLIES-PARKS
022296	06/22/16	JCN01	JC NELSON SUPPLY COMPANY	134.38	.00	134.38	700747	SAFETY ITEMS-POLICE
022297	06/22/16	LEH03	LEHR AUTO ELECTRIC	5164.73	.00	5164.73	01 124653	VEH REPL PROG-POLICE
022298	06/22/16	LIN01	LINCOLN AQUATICS, INC.	750.64	.00	750.64	SI292077A	MAT & SUPPLIES-POOL
022299	06/22/16	LNC01	LN CURTIS & SONS	1650.00	.00	1650.00	INV32314	PROF SVCS-FIRE
022300	06/22/16	MES00	MESSMER, MICHAEL	250.00	.00	250.00	160622	JT LEVY SCHOLARSHIP/CITY
022301	06/22/16	MUN03	MUNNELL & SHERRILL, INC.	17.20	.00	17.20	181146	MAT & SUPPLIES-
022302	06/22/16	NOR25	NORTHERN LIGHTS ENRGY, INC	48.54	.00	48.54	00224254	MAT & SUPPLIES-STR
				13.87	.00	13.87	00224257	MAT & SUPPLIES-STR
			Check Total.....	62.41	.00	62.41		
022303	06/22/16	PGB2A	PGB&E	66.06	.00	66.06	160615B	ELECT-BLUE HERON CT
			Cash Account Total.....	7954.70	.00	7954.70		
			Total Disbursements.....	7954.70	.00	7954.70		
			Cash Account Total.....	.00	.00	.00		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7222	06/21/16	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	B60621	POLICE OFFICER ASSOC
7223	06/21/16	BAN06	BANNER BANK	1063.07	.00	1063.07	B60621	HSA DEDUCTIBLE
7224	06/21/16	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B60621	WITHHOLDING ORDER
7225	06/21/16	EDD01	EMPLOYMENT DEVELOPMENT	3593.30	.00	3593.30	B60621	STATE INCOME TAX
				1105.45	.00	1105.45	1B60621	SDI
			Check Total.....:	4698.75	.00	4698.75		
7226	06/21/16	ICM01	ICMA RETIREMENT TRUST-457	4019.05	.00	4019.05	B60621	ICMA DEF. COMP
				182.50	.00	182.50	1B60621	ICMA DEF. COMP ER PD
			Check Total.....:	4201.55	.00	4201.55		
7227	06/21/16	PERS1	PUBLIC EMPLOYEES RETIRE	33288.89	.00	33288.89	1B60621	PERS PAYROLL REMITTANCE
7228	06/21/16	PERS4	Cal Pers 457 Def. Comp	3038.68	.00	3038.68	B60621	PERS DEF. COMP.
				317.50	.00	317.50	1B60621	PERS DEF. COMP. ER P
			Check Total.....:	3356.18	.00	3356.18		
7229	06/21/16	VAL06	VALIC	3082.54	.00	3082.54	B60621	AIG VALIC P TAX
				185.00	.00	185.00	1B60621	AIG VALIC P TAX ER P
			Check Total.....:	3267.54	.00	3267.54		
			Cash Account Total.....:	50631.59	.00	50631.59		
			Total Disbursements.....:	50631.59	.00	50631.59		

Date.: Jun 22, 2016
 Time.: 2:47 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
CAPITOL VALLEY ELECT	8550 THYS COURT	SACRAMENTO, CA 95828	REIS	DAVE ELECTRICAL CONTRACTOR	06/10/16	(916)686-3244
CT CONSTRUCTION	857 N. PLUMAS ST	WILLOWS, CA 95988	MARTINEZ	CRISANT GENERAL BUILDING CONTRACTOR	06/10/16	(530)517-1832
DIGNITY HEALTH SOLAN	2126 SOLANO ST	CORNING, CA 96021	GUILLEMO	TESSIE MEDICAL CLINIC	06/10/16	(530)824-4002
EAGLE PAVING & GRADI	2848 TARMAC ROAD	REDDING, CA 96003	RATCLIFF	DAVE GENERAL ENG. CONTRACTOR	06/10/16	(530)221-4194
JACKIE'S JEWEL'S	651 TOOMES AVE	CORNING, CA 96021	HOLDERFIELD	JACKIE HANDMADE/JEWELRY	06/14/16	(530)838-0457
L.D.H.I. CONSTRUCTION	487 WOODACRE DRIVE	REDDING, CA 96002	DECKER	LOUIS GENERAL BUILDING CONT.	06/10/16	(530)223-0503
MARTINDALE CONST. &	1024 N. BUTTE ST	WILLOWS, CA 95988	MARTINDALE	MICHAEL GEN. BUILDING CONT.	06/10/16	(530)519-4498
RUA CONSTRUCTION	1620 COLUSA ST	CORNING, CA 96021	RUA	JAMES HANDYMAN WORK	06/10/16	(530)586-9239
SERVPRO OF CHICO-LAK	775 ENTLER AVE	CHICO, CA 95928	JONES	WILLIAM GENERAL BUILDING CONTRACTOR	06/10/16	(530)899-9141
ZAVALA CUSTOM CABINE	1379 FIG LN	CORNING, CA 96021	CHAVEZ	LUIS CABINET, MILLWORK & FINISH CARPENTRY	06/21/16	(530)646-5175

**ITEM NO.: H-5
ADOPT RESOLUTION NO. 06-28-2016-02
GRANTING AUTHORIZATION FOR THE
TEHAMA COUNTY SOLID WASTE
MANAGEMENT AGENCY TO SUBMIT
REGIONAL USED OIL PAYMENT GRANT
APPLICATIONS ON OUR BEHALF FOR THE
NEXT FIVE YEARS**

June 28, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 
LISA M. LINNET, CITY CLERK 

SUMMARY:

The City of Corning is fortunate that the Tehama County Solid Waste Management Agency acts as our regional partner in coordinating Solid Waste and Recycling issues and programs throughout the County. The Agency receives no direct funding through the City Budget.

The proposed Resolution will be effective for five years and authorizes the Tehama County Solid Waste Management Agency ("JPA"), as the "Lead Agency", to submit Used Oil Payment Program Regional Applications to the Department of Resources, Recycling, and Recovery (CalRecycle) on behalf of itself, the County of Tehama, and the Cities of Corning, Red Bluff, and Tehama. The Resolution also authorizes them to execute in the name of the Tehama County Solid Waste Management Agency, and on behalf of the City of Corning, all documents including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support our Used Oil Collection Program.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION NO. 06-28-2016-02, A RESOLUTION AUTHORIZING THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY TO SUBMIT AND EXECUTE AND EXECUTE ON BEHALF OF THE CITY, USED OIL PAYMENT PROGRAM REGIONAL APPLICATIONS OVER THE NEXT FIVE YEARS TO THE DEPARTMENT OF RESOURCES, RECYCLING, AND RECOVERY ON THE CITY'S BEHALF.

RESOLUTION NO.: 06-28-2016-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING ON ITS BEHALF THE SUBMITTAL OF A USED OIL
PAYMENT PROGRAM APPLICATION BY THE TEHAMA COUNTY SOLID WASTE
MANAGEMENT AGENCY**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various Payment Programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

WHEREAS, the Used Oil Payment Program allows regional participation; and

WHEREAS, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, a regional participant to formally authorize certain matters related to the application and administration of the Used Oil Payment Program by its designated Lead Agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Corning designates the Tehama County Solid Waste Management Agency to act as the Lead Agency and authorizes it to submit a Used Oil Payment Program regional application on behalf of itself as Lead Agency and the City of Corning. The Tehama County Solid Waste Management Agency is hereby authorized and empowered to execute all documents necessary to secure funds and implement the approved project.

BE IT FURTHER RESOLVED that this Resolution is effective for five (5) years from its date of adoption.

—————
The foregoing Resolution was passed by the City Council of the City of Corning, this ____ day of July 2016

AYES:

NOES:

ABSENT:

ABSTAIN:

—————
Gary R. Strack, Mayor

ATTEST:

—————
Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution No. 06-28-2016-02) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 28th day of June, 2016 by the votes listed above.

—————
Lisa M. Linnet, City Clerk

**ITEM NO.:
DESIGNATION OF LEAGUE OF
CALIFORNIA CITIES VOTING
DELEGATE AND ALTERNATE**

June 28, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

Handwritten signature of Kristina Miller, City Manager, in black ink. The signature is written over the printed name 'KRISTINA MILLER CITY MANAGER'.

BACKGROUND:

Prior to the League of California Cities Annual Conference, the City Council always designates its voting delegate and alternate to represent the City at the League of Cities General Assembly. The League By-Laws require that the voting delegate be officially designated by the City Council.

Though we have not budgeted funds for attendance at this year's conference, the City should still appoint a delegate and alternate to act on behalf of the City in relation to League of California Cities business.

Council might consider appointing the Mayor with the alternate being the City Manager. These appointees would act only upon direction via vote or consensus of the Council.

RECOMMENDATION:

**MAYOR AND COUNCIL APPOINT ITS LEAGUE OF CALIFORNIA CITIES
DELEGATE AND ALTERNATE.**



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

**ITEM NO.: H-7
APPROVE ANNUAL AGREEMENT WITH
3CORE ECONOMIC DEVELOPMENT
DISTRICT AT A COST OF \$5,500.**

JUNE 28, 2016

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: KRISTINA MILLER, CITY MANAGER
LISA M. LINNET, CITY CLERK *LM*

SUMMARY:

3CORE is the federally recognized Regional Economic Development Corporation (EDC) for the Counties of Tehama, Glenn and Butte. 3CORE works with the City to include Corning's economic development priorities in the Regional strategy, by soliciting federal grant financing for planning purposes and actual economic development projects.

Rather than assist with compiling a "wish list", 3CORE and partners will convene people, groups and organizations to create relationships around a shared economic strategy. They will then act as a facilitator to identify community needs and establish effective paths to meet those needs.

Our Agreement with 3CORE runs on the fiscal year and will expire on June 30th; it is now appropriate to consider a new contract. The adjusted FY 2016-2017 cash match for the City of Corning is \$5,500. This is the base membership and includes the following services within the Agreement:

- Development and annual updates of the Comprehensive Economic Development Strategy (CEDS) for the City and District and related priority projects.
- Map a local S.W.O.T. analysis and a consensus scope of work detailing Partner priorities, timelines, budget and responsibilities of 3CORE and Partner.
- Planning and execution of at least two (2) meetings held with our jurisdiction annually to update priorities and provide status reports of pending activities within the District.
- Identification of funding sources for S.W.O.T. priorities within the CEDS.
- Maintaining key memberships in National, State, and Regional Organizations representing the Tri-County Region.
- Providing best practices of successful business retention and expansion models.
- Discounting of 50 basis points on loan interest and 50 basis points on new loan origination fees for eligible businesses located within the City of Corning and its sphere of influence (including other areas designated by the City of Corning) who qualify for and receive financing through 3CORE.

Pre-Qualification Services, Grant Development and Application Preparation Services, and Financial Advisory Services are also available at an additional charge. There are some new additions to this year's Partnership Agreement, specifically the discounted rates and feed to the City of Corning's businesses who are eligible to receive financing through 3CORE, Inc. should the City continue this partnership.

City Staff met with 3CORE on June 21st to discuss development opportunities and means to achieve them. A meeting is being scheduled with key stakeholders to create economic development goals that are achievable in the next year.

FINANCIAL BACKGROUND:

In previous years, the City's adjusted cash match was:

- 2013-2014 - \$5,000
- 2014-2015 - \$5,000
- 2015-2016 - \$5,500

BACKGROUND:

3CORE is a key part of Corning's economic development team. To help cover operating costs, 3CORE receives a federal grant which will total \$75,000. The Federal Government now requires a dollar for dollar local match.

3CORE helps find "gap" financing for commercial and industrial development ventures. In the past their Staff prepared and submitted most of the City of Corning's Planning and Technical Assistance Grant at no additional cost to the City. Most recently they assisted the City by providing a revolving loan to assist with the Rodgers Theater renovations.

3CORE comes to the City each year in April for a review of the City's commitment because they must comply with Federal and State application requirements.

Below is a list of activities specific to Corning that were completed by 3CORE, Inc. over the last year:

- Secured private grant funding to host workshops for small businesses:
 - Marketing Workshop held on May 5 at Rolling Hills Casino;
 - Finance Workshop to be held over summer 2016.
- Secured private grant funding to provide direct technical assistance to small businesses located in the City of Corning.
- Conducted business walk with Chamber Director James Pendergraft – met with over 40 businesses to hear feedback on business climate.
- Attended Workforce Development Meeting (March 2, 2016) hosted by NoRTEC, Tehama County Job Training Center and Alliance for Workforce Development at Rolling Hills Casino.
- Hosted 5-Year Strategic Planning process for the Region. Tony Cardenas participated from the City of Corning City Council.
- Met numerous times with City Staff to discuss potential infrastructure projects.
- Conducted regional Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis to be included in 5-Year Strategic Plan.

Upcoming Activities:

- Quarterly meetings with City of Corning Staff.
- Continuation of direct business services included in current, private grant funding.
- Activities outlined in Partnership Agreement.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPROVE:

- **THE ANNUAL PARTICIPATION IN 3CORE; AND**
- **AUTHORIZE PAYMENT FOR THE CITY'S SHARE OF THE LOCAT GRANT MATCH IN THE AMOUNT OF \$5,500 FROM THE CITY'S GENERAL FUND 001-7408-4010 ECONOMIC DEVELOPMENT.**

**PARTNERSHIP AGREEMENT
FY 2016-17**

**ATTACHMENT B – SERVICES ON A
FEE-FOR-SERVICE BASIS**

The Fee-For-Service rate is Ninety-Five Dollars an hour (\$95.00/hour)*. For qualified partners, the Fee-for-Service rate is Eighty-Five-Dollars an hour (\$85.00/hour)*.

*Some activities will require a negotiation of deposited fees prior to execution of work.

3CORE may provide the City of Corning with services on a Fee-for-Service basis that may include but not be limited to the following:

- ◆ Identification of funding sources for various public sector projects **outside** the local S.W.O.T. scope of work or the Comprehensive Economic Development Strategy (CEDs).
- ◆ Planning, organization, writing, and submittal of State Community Development Block Grant (CDBG) Over-the-Counter (OTC) grants. OTC grants will be subject to a minimum \$5,000 or 5% (whichever is greater) pre-qualification fee. Actual application costs will be negotiated separately.
- ◆ Development of grant applications to various State and Federal Agencies **not** identified as priorities within the CEDs subject to a minimum \$5,000 or 5% (whichever is greater) pre-qualification fee.
- ◆ Contract economic development staff.
- ◆ Grant/Project Management and/or Administration. Tasks could include such items as: overseeing subcontractors, tracking project budget, ensuring that project timelines are adhered to, preparation and submittal of various reporting documents, acting as a conduit between local Partner and project consultants or project subcontractors, other project management related items.
- ◆ Grant/Project Implementation. Implementation of various grants including those related to community visioning, business needs assessments, general plan revisions, economic development plan preparation/implementation, various feasibility studies, and community development.
- ◆ Business Retention/Expansion Program planning, implementation, and management.
- ◆ Loan portfolio management
- ◆ Loan pre-qualification and underwriting

**PARTNERSHIP AGREEMENT
FY 2016-17**

**ATTACHMENT A – ANNUAL and CONTINUING SERVICES
THROUGH THE FOLLOWING ACTIVITIES:**

3CORE is to help implement activities necessary or appropriate for the **City of Corning**.

- ◆ Development and annual update of the Comprehensive Economic Development Strategy (CEDS) for the District and related priority projects.
- ◆ Mapping of a local Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) analysis and a consensus scope of work detailing Partner priorities, timelines, budget, and responsibilities of Partner and 3CORE
- ◆ Planning and execution of at least two (2) meeting held with your jurisdiction annually to update priorities and provide status reports of pending activities within the District.
- ◆ Identifying funding sources for S.W.O.T. priorities within the CEDS.
- ◆ Maintaining key memberships in national, state, and regional organization representing the tri-county region.
- ◆ Providing best practices of successful business, retention and expansion models.
- ◆ Discounting of 50 basis points on loan interest and 50 basis points on new loan origination fees for eligible businesses located within the **City of Corning** and its sphere of influence (including other areas designated by the **City of Corning**) who qualify for and receive financing through 3CORE.

**PARTNERSHIP AGREEMENT BETWEEN
3CORE, INC., AND THE CITY OF CORNING
FY 2016-17**

The City of Corning hereby agrees to provide \$5,500 as consideration to the 3CORE, Inc. for the City of Corning annual partnership agreement.

As a Partner, the City of Corning shall have access to and may receive services as described in Attachment A. The City of Corning shall also have access to and may receive additional services as those described in Attachment B on a Fee-for-Service basis.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this ____ day of _____, 2016.

CITY OF CORNING

Name: _____ Date: _____

Title: _____

3CORE, Inc.

Name: _____

Marc Nemanic

Date: 5/11/16

Title: Executive Director

**ITEM NO.: H-8
AWARD BID TO FURNISH AND
INSTALL A 60-HP PUMP & MOTOR
AT THE BLACKBURN WELL
INCLUDING ALL RELATED WORK TO
DURHAM PUMP, INC. IN THE
AMOUNT OF \$37,469 AND
AUTHORIZE CITY MANAGER TO
SIGN CONTRACT INCLUDING
AMENDMENT NO. 1**

JUNE 28, 2016

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

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



SUMMARY:

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

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

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

On Wednesday, May 25, 2016, the City received and opened three (3) Formal Bids to perform maintenance and upgrades to the Blackburn water well. The bid summary is shown below:

❖ Durham Pump:	\$37,469.00
❖ Commercial Pump & Mechanical:	\$47,000.00
❖ Layne Christensen Company:	\$62,100.00

RECOMMENDATION:

That the Mayor and Council:

- 1. Award the Bid to Furnish and Install a 60-HP Pump & Motor at the Blackburn Well Including all Related Work to Durham Pump, Inc. in the Amount of \$37,469 funded from Pump Improvement/Water Improvements Budget Line 383-9168-7420 and,**
- 2. Authorize the City Manager to Sign the Contract including Amendment No. 1.**

**CITY OF CORNING
STATE OF CALIFORNIA**

CONTRACT AGREEMENT

**FURNISH AND INSTALL A 60-HP WATER LUBRICATED PUMP AND MOTOR
AT THE BLACKBURN WELL
AND ALL RELATED WORK**

THIS AGREEMENT, made and concluded this _____, between the City of Corning ("City") and **Durham Pump, Inc.** as the Contractor.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, and the Contractor agree that the Contractor, at his/her/its cost and expense to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good, workmanlike and substantial manner, and to the satisfaction of the Department of Public Works, the project. All such work performed through completion shall be performed in accordance with the Special Provisions hereto annexed and also in accordance with the "General Prevailing Wage Rates" of the State of California, which said Special Provisions, Plans, and Specifications are hereby specially referred to and by such reference made a part here of the Contract Documents and the project plans for the work to be done are entitled:

**FURNISHING AND INSTALLING A 60-HP WATER LUBRICATED PUMP AND
MOTOR, AND ALL RELATED WORK**

Which are hereby made part of this contract.

ARTICLE II. – Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement. Receipt of full compensation as defined above includes payment also for all loss or damage arising out of the nature of the work aforesaid or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – City hereby promises, according to the terms and conditions of this contract and the special provisions governing the Furnishing and Installing A 60-HP Pump and Motor at the Blackburn Well and All Related Word to pay Contractor at the time and manner, and upon the conditions above set forth; and the said parties for themselves, their heirs,

executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City, or its sub-consultants, shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IX – The Contractor and City recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in the Special Conditions, plus any extensions thereof allowed in accordance with paragraph B.2 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal, or arbitration proceeding, the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$50 for each day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.

Approved as to form:

City Attorney
City of Corning

CITY OF CORNING

Kristina Miller,
City Manager

Date

CONTRACTOR

Durham Pump, Inc
Company Name

By and Title (signature)

Date

By and Title (printed)

P.O. Box 60
Durham, CA 95938
Address

(530) 891-4821
Telephone Number

jrhein@dpump.com
E-Mail Address

ADDENDUM NO. 1

**CITY OF CORNING
CONTRACT DOCUMENTS FOR:
FURNISHING AND INSTALLING A 60-HP PUMP & MOTOR
AT THE
BLACKBURN WATER WELL
AND ALL RELATED WORK**

The purpose of this Addendum No. 1 is to modify the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents. **THIS ADDENDUM SHALL BE SIGNED BY THE BIDDER, DATED, AND SUBMITTED WITH THE BID PROPOSAL FOR THE PROJECT.**

This Addendum consists of a total of 1-page.

TECHNICAL SPECIFICATIONS, SECTION 'F', Page 1-4: Pump Acceptance Testing. Delete this section in its entirety. Pump testing will not be performed by the City to determine if the pump is within 2% of the pump performance specification.

And,

BID OPENING DATE EXTENSION: Sealed Proposals will be received at the office of the City Clerk of the City of Corning, 794 Third Street, Corning, CA 96021 until **1:30 p.m., Wednesday May 25, 2016.** At that time, all bids will be publicly opened, examined and declared for construction.

Dated: May 16, 2016

Prepared by:

F. E. (Ed) Anderson

Ed Anderson, Consulting City Engineer

Bidder:

Name: Durham Pump, Inc.

Address:

PO Box 60
Durham CA 95538

Phone:

891-4821

Fax:

891-0613

E-Mail:

jdurham@dpump.com

Date:

5/23/16

Signature:

[Handwritten Signature]

Reviewed by City Manager:	Reviewed by City Attorney:
Reviewed by Planning:	Reviewed by Public Works: 

**AMENDMENT No. 1 TO THE CONTRACT AGREEMENT BY AND BETWEEN THE
CITY OF CORNING AND DURHAM PUMP, A CALIFORNIA CORPORATION**

The parties, by and pursuant to this Amendment, supplement the following provisions to the Contract Agreement as though fully set forth therein.

1. **Insurance by Durham Pump.** Durham Pump (hereinafter "Contractor") agrees to secure and maintain a general liability insurance policy in a sum not less than \$1,000,000.00 during the term of the Contract Agreement and any extension thereto, and shall name the City of Corning as an additional insured under the general liability insurance policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.

2. **Indemnity, Defense, and Hold Harmless.** Contractor agrees to indemnify, defend, and hold the City of Corning harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance caused by or performed by Contractor, its agents, subcontractors, and/or employees. The obligations of this provision (Addendum No. 2, Section 2) do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the City of Corning, its agents and/or employees.

3. **Termination of Contract.** This Contract Agreement can be terminated for cause, which includes the following circumstances:
 - a. A loss of funding presently accessible to the City of Corning and that prevents the City from completing the terms of the Contract Agreement and any addendum thereto. For edification the City of Corning is not obligated to spend its general fund monies, sewer funds, street funds or other funds not previously allocated to the completion of the Contract Agreement and made part of the City of Corning's budget.
 - b. Contractor's material failure to perform the work as outlined in the Contract Agreement.
 - c. City of Corning's failure to pay Contractor as outlined under the terms of the Contract Agreement.

4. **Integration and Modification.** The Contract Agreement, its exhibits and attachments and Addendums 1-2 are the operative contract of the parties; there being no other written or oral agreements. Any modifications to this Agreement must be in writing and signed by all parties.

5. **Savings Clause.** Should any one part of this Agreement be deemed illegal or invalid, all other provisions shall remain valid and enforceable so long as the Agreement's purpose is not materially altered.
6. **Ability to Contract.** Contractor represents and warrants that it has taken all necessary actions to bind the corporation as set forth in the Contract Agreement and any addendum thereto.

Approved as form:

**City Attorney
City of Corning**

CITY OF CORNING:

City Manager

Date

CONTRACTOR: Durham Pump

By and Title (signature)

Date

PROPOSAL

P-1

TO: THE CITY OF CORNING

The undersigned, as bidder, declares that he or she has carefully examined the contract forms, the plans, and specifications and hereby agrees that if this proposal is accepted he or she will furnish all the material, labor, tools, and equipment and perform all the work required to accomplish the work as follows:

The work consists, in general, of furnishing and the installation of a Deep Well Turbine Pump, Inverter Rated Open Drip Proof (ODP) Motor, column, shaft, bowls and screen, complete. Included in the scope of work prior to installing the water lubricated pump, is the removal of the existing 60-horsepower oil lubricated pump, motor, column, shaft, and bowl assembly; pumping the accumulated oil off the top of the water in the well; televising the well casing for its integrity and to verify the location and condition of the casing perforations, connection to the existing piping; pump testing, balancing, and all related work as described herein, and do it in the manner and time specified for the prices in the following bid schedule, to wit:

BID:

<u>ITEM DESCRIPTION OF WORK</u>	<u>APPROX QUANTITY</u>	<u>LUMP SUM PRICE</u>	<u>BID AMOUNT</u>
1. Furnish and install a 60-HP Water lubricated deep well pump, motor, column, shaft, bowls, and screen, including removing and disposing of the existing pump, motor, etc., removing and disposing accumulated oil on top of the well water, well inspection, connect to existing discharge, testing, balancing, and all related work, complete.	Lump Sum	\$ <u>37469.-</u> L.S.	\$ <u>37469.-</u>

Total Amount of Bid: \$ 37469.-

The undersigned further declares that the only persons or parties interested in the Proposal as Principals are those named herein and that this Proposal is not made in collusion with any persons, firm or corporation.

Accompanying this Proposal is Bidder's Bond, (cash, cashier's check, certified check or Bidder's Bond) in the amount equal to at least 10 percent of the total amount of the Proposal, and signed copies of all Addenda.

The undersigned agrees that in case of default in signing and returning the required Contract with necessary bonds within 14 days after receiving notice of award, the proceeds of the cash, check or bond accompanying the Proposal shall be forfeited to the City.

Licensed in accordance with an act providing for the registration of Contractors, Class A/021, License No. 271327, Expires 7/31/16.

By my signature on this proposal, I certify under penalty of perjury under the laws of the State of California that the Contractor's License information is true and correct.

Signature of Bidder: [Handwritten Signature]

Business Address: PO Box 60
Durham CA 95534

Business Phone: 530-891-4821

Business Fax: 530-891-0613

Cell Phone: 530-521-3540

E-mail Address: jokein@dpump.com

Dated: 5/25/16

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partners authorized to sign Contracts on behalf of the co-partnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Durham Pump, Inc, proposed subcontractor _____, hereby certifies that he has _____, has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California, that the bidder has _____, has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statements are part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Corning, Department of General Services

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought be agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

LIST OF SUBCONTRACTORS

Following is the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render services to the above-signed bidder. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself.

	NAME AND ADDRESS OF SUBCONTRACTOR	LABOR OR SERVICES TO BE PERFORMED	SUBCONTRACTOR LICENSE #	CLASS
(1)	N/A			
(2)				
(3)				
(4)				
(5)				
(6)				

**BIDDER'S BOND
CITY OF CORNING
STATE OF CALIFORNIA**

**FURNISH AND INSTALL A 60-HP WATER LUBRICATED PUMP AND MOTOR
AT THE BLACKBURN/MARGUERITE WELL NO. 5
AND ALL RELATED WORK**

We, Durham Pump, Inc., as Principal, and Western Surety Company, as Surety, are bound unto the City of Corning, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally.

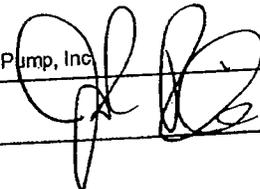
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

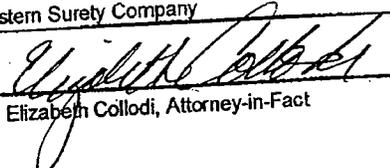
WHEREAS, the Principal is submitting a bid to the Obligee for **FURNISHING AND INSTALLING A 60-HP WATER LUBRICATED PUMP AND MOTOR, AND ALL RELATED WORK**, for which bids are to be opened at Corning, California, on May 18, 2016.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: May 4, 2016

Durham Pump, Inc.
By: 

Western Surety Company
By: 
Elizabeth Collodi, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

On May 4, 2016 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sara Walliser* (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy Luttenbacher, John Hopkins, Steve Williams, Elizabeth Collodi, Bonnie Two Bears, Mindy Elaine Whitehouse, Bobbie Been, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2015.



WESTERN SURETY COMPANY

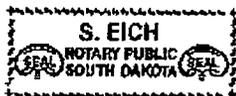
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4 day of May, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

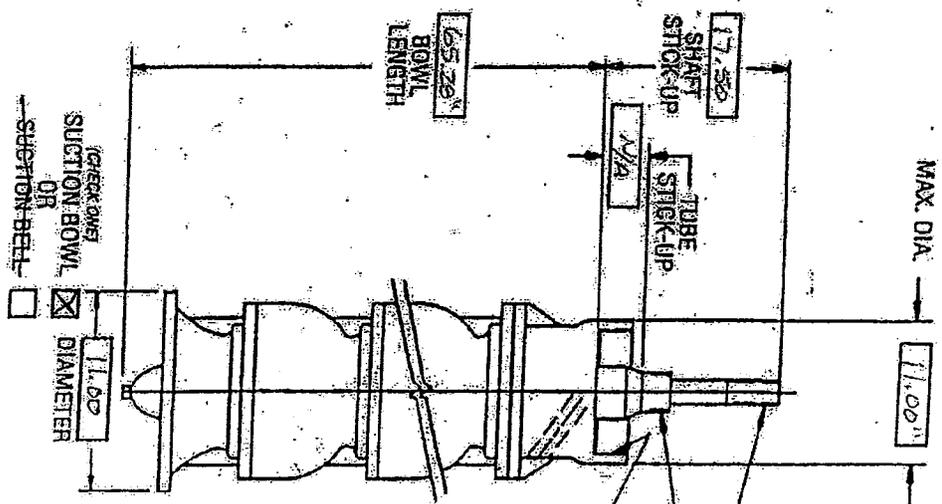
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PLEASE DELIVER TO _____



MAX DIA.

 SHAFT STICK-UP

 TUBE STICK-UP

 BOWL LENGTH

 SUCTON BOWL OR SUCTON BEEL

 DIAMETER

 SHAFT SIZE THREADS PER INCH

 TUBE SIZE THREADS PER INCH

 L.H. THREAD R.H. THREAD

 PIPE SIZE

COMPANY _____

 CONTACT _____

 PHONE _____

 FAX _____

 NO. OF UNITS

 ORIGINAL PUMP MFG.

 PUMP MODEL STGS.

HYDRAULICS

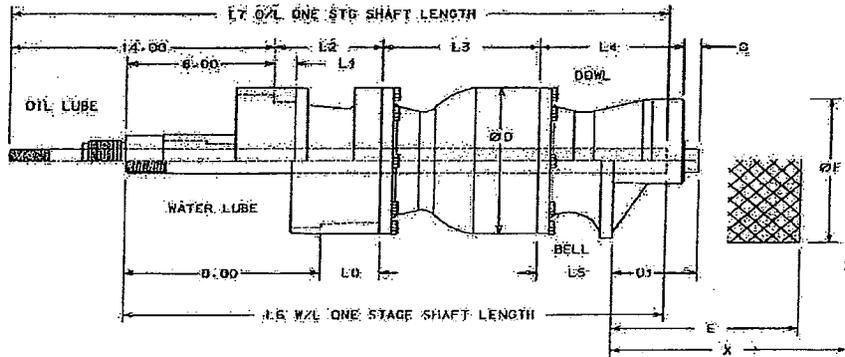
 GPM TDH FT.

 SP. GR. TEMP. °F

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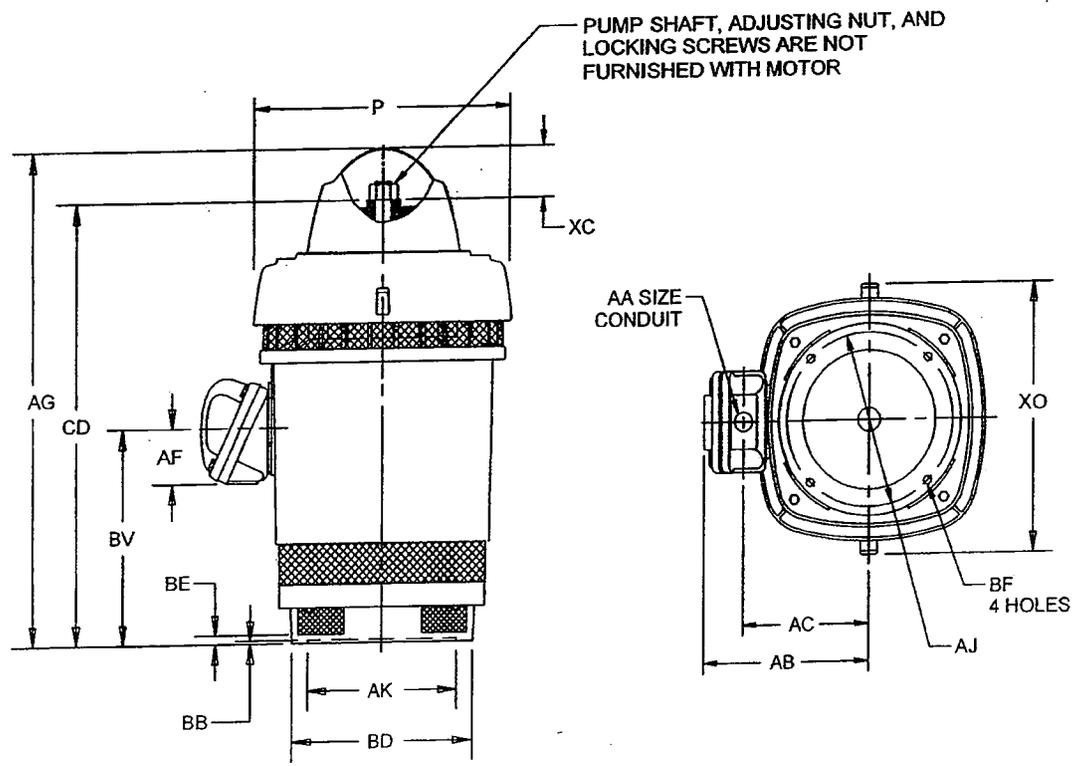
Lineshaft Turbine Bowl Assembly Data

200.A.01 (Effective November, 2008)



Model and Size	Bowl Assembly Length											Basket Strainer (Optional)		Floor Clearance	Bowl O.D.	Bowl Shaft Dia.	Available Lineshaft Size	Col. Pipe Size	Suct. Pipe Size	1st Stage Bowl Assembly Wt.		Add'l Stage Wt.
	L0	L1	L2	L3	L4	L5	L6	L7	O	O1	E	F	X							D	W/L	
5C	1.81	N/A	4.75	4.63	5.00	N/A	18.50	N/A	0.63	N/A	N/A	N/A	2.75	5.20	1.00	1.00	3.4	4	42	N/A	13	
5T	1.81	N/A	4.75	4.81	5.00	N/A	18.63	N/A	0.63	N/A	N/A	N/A	2.75	5.20	1.00	1.00	3.4	4	43	N/A	13	
5RWA	1.81	N/A	4.75	4.00	5.00	3.00	17.88	26.81	0.63	2.63	4.62	6.70	4.63	5.20	1.00	1.00	3.4	4	40	N/A	13	
6C	2.50	N/A	4.75	5.13	5.00	3.94	19.88	28.13	0.63	1.69	4.62	6.70	3.75	5.88	1.00	1.00	3.4	4	47	55	17	
6DH	2.06	N/A	5.13	5.50	5.38	5.38	21.06	30.13	1.75	1.75	4.62	6.70	4.88	5.50	1.00	1.00	4.5	4.5	48	57	16	
6RA	2.06	N/A	5.13	3.75	N/A	3.00	19.19	28.25	N/A	4.00	4.62	6.70	6.00	5.50	1.00	1.00	3.4	N/A	42	52	20	
7C	2.38	0.88	4.38	6.38	5.88	3.13	22.00	30.00	1.00	3.75	5.30	7.50	5.75	7.13	1.19	1.00-1.19	4.5, 6	5	50	72	28	
7RA	2.38	1.19	4.38	4.50	N/A	3.75	20.38	28.38	N/A	3.38	4.62	6.70	5.38	7.50	1.00	1.00	3.4	N/A	51	69	28	
7T	2.38	0.88	4.38	7.09	5.88	3.13	22.81	30.81	1.00	3.75	5.30	7.50	5.75	7.13	1.19	1.00-1.19	5.6	5	53	71	31	
7WA	2.38	0.88	4.38	6.13	3.25	21.25	29.25	1.00	3.75	5.63	7.63	5.75	7.13	1.19	1.00-1.19	4.5, 6	4	54	76	30		
8DH	2.38	0.88	4.38	7.38	6.00	6.00	24.75	32.75	2.88	2.88	8.25	8.38	5.25	7.50	1.19	1.00-1.19	5.6	6	80	95	34	
8RA	2.38	0.88	4.38	5.00	N/A	3.19	20.63	28.63	N/A	3.69	5.63	7.63	5.75	7.50	1.19	1.00-1.19	4.5, 6	N/A	67	82	36	
8RJ	2.38	0.88	4.38	6.50	6.25	3.50	22.53	30.53	1.00	3.75	5.30	7.50	6.50	7.50	1.19	1.00-1.19	4.5, 6	5	77	92	34	
9B	3.00	1.25	5.25	7.63	9.19	5.06	27.13	35.38	1.00	5.13	6.70	10.62	7.13	9.50	1.50	1.00-1.50	4.6, 8	6	126	160	56	
9RA	2.38	1.19	4.38	5.50	N/A	3.25	21.88	29.88	N/A	4.13	5.30	7.50	6.25	7.50	1.19	1.00-1.19	4.5, 6	N/A	66	126	46	
9RC	3.00	1.25	5.25	8.50	9.25	5.00	28.00	36.25	0.88	5.13	6.70	10.63	7.13	9.25	1.50	1.00-1.50	5.6, 8	6	144	182	64	
9T	3.00	1.25	5.25	9.25	9.25	5.00	28.75	37.00	0.88	5.13	6.70	10.63	7.13	9.25	1.50	1.00-1.50	5.6, 8	6	150	188	70	
9WA	3.00	1.25	5.25	6.63	9.25	5.00	24.13	34.38	0.88	5.13	6.70	10.63	7.13	9.25	1.50	1.00-1.50	4.5, 6, 8	6	138	176	58	
10DH	2.94	1.25	5.19	9.25	8.38	5.75	30.63	38.88	4.44	7.06	11.38	13.75	9.13	9.50	1.69	1.00-1.69	6.8	8	140	170	64	
10L	2.94	1.25	7.63	8.75	9.38	9.38	30.81	41.50	4.00	4.00	6.76	10.63	6.50	9.50	1.69	1.00-1.69	8.10	8	195	225	64	
10RA	2.94	1.25	5.19	6.63	N/A	3.94	25.06	33.31	N/A	5.69	7.25	8.50	7.88	9.50	1.50	1.00-1.50	4.5, 6, 8	N/A	141	176	76	
10RJ	2.94	1.25	5.19	8.40	9.69	5.88	28.13	36.44	0.94	4.75	6.70	10.63	7.88	9.50	1.50	1.00-1.50	5.6, 8	6	130	165	60	
10WA	3.00	1.25	5.25	7.63	9.19	5.06	27.13	35.38	1.00	5.13	6.70	10.63	7.25	9.50	1.50	1.00-1.50	4.5, 6, 8	6	126	160	56	
11C	3.50	1.00	5.75	9.88	10.13	5.63	30.25	38.50	0.88	5.38	6.38	12.13	8.00	11.00	1.69	1.00-1.69	6.8, 10	8, 10	240	265	92	
11RA	4.13	2.13	5.75	8.00	N/A	4.63	28.63	36.25	N/A	6.00	6.70	10.63	7.75	11.60	1.69	1.00-1.69	6.8, 10	N/A	216	231	103	
11WA	3.50	1.00	5.75	8.75	10.13	5.63	29.38	37.63	0.88	5.38	6.38	12.13	9.50	11.00	1.69	1.00-1.69	5.6, 8	8	229	254	90	
12C	4.13	2.13	5.75	11.00	10.38	6.88	32.63	40.25	0.88	4.38	6.38	12.13	8.00	11.75	1.69	1.00-1.69	6.8, 10	8, 10	263	295	124	
12DH	4.13	2.13	5.75	11.25	9.50	8.00	33.25	40.88	2.50	4.00	7.00	12.50	6.13	11.60	1.94	1.00-1.94	8.10	10	275	300	129	
12FD	4.13	2.13	5.75	12.25	9.50	8.00	34.25	41.88	2.50	4.00	7.00	12.50	6.43	11.60	1.94	1.00-1.94	8.10	10	275	300	129	
12FA	4.13	N/A	8.25	12.50	9.13	8.00	33.75	43.88	2.88	4.00	6.38	12.13	6.13	11.75	1.94	1.00-1.94	8.10	10	255	320	129	
12WA	4.13	2.13	5.75	9.00	9.75	6.88	29.88	37.50	1.00	3.88	6.38	12.13	8.00	11.60	1.69	1.00-1.69	6.8, 10	6	240	265	95	
12RJ	4.13	2.13	5.75	9.60	10.38	6.88	30.81	38.50	0.88	4.38	6.38	12.13	8.00	11.60	1.69	1.00-1.69	6.8, 10	8	250	275	95	
13C	4.13	N/A	5.75	11.13	10.13	5.56	32.00	39.63	1.00	5.56	6.38	12.13	8.00	12.38	1.94	1.00-1.94	8.10	10	315	360	150	
13RA	3.13	3.00	9.00	9.50	N/A	7.00	31.38	43.25	N/A	5.50	7.75	15.50	7.25	13.38	1.94	1.00-1.94	8, 10, 12	N/A	374	459	164	
14DH	3.13	3.00	9.00	13.25	10.75	10.75	37.00	49.88	5.88	5.88	12.38	14.50	8.00	13.25	2.19	1.19-2.19	10, 12	12	405	490	169	
14F	6.50	N/A	13.50	13.63	10.88	8.00	40.25	53.25	3.75	6.63	14.50	15.38	8.75	14.00	2.19	1.19-2.19	10, 12	10	493	568	195	
14H	6.50	N/A	13.50	13.63	10.88	10.88	40.25	53.25	3.75	3.75	11.50	15.38	8.25	14.00	2.19	1.19-2.19	10, 12	10	493	568	195	
14RH	6.50	N/A	13.50	13.63	10.88	8.00	40.25	53.25	9.75	6.63	14.50	15.38	11.25	14.00	2.19	1.19-2.19	10, 12	10	493	568	195	

All dimensions are in inches and weights in lbs.



ALL DIMENSIONS ARE IN INCHES AND MILLIMETERS

BASIC FRAME	UNITS	P ²	AG	BE	BV	CD	XC	XO
360	IN	19.06	36.00	.69	14.00	31.16	4.69	21.69
	MM	484	914	18	356	791	119	551

FRAME	CONDUIT BOX MATERIAL	UNITS	AA	AB	AC	AF
360	STEEL	IN	3.00	15.84	11.56	3.38
		MM	76	402	294	86
	CAST IRON	IN	3 NPT	16.63	12.25	4.63
		MM		422	311	118

FRAME	UNITS	AJ	AK	BB MIN	BD MAX	BF
364, 365TP	IN	14.750	13.500	.25	16.50	.69
	MM	374.65	342.90	6	419	18
364, 365TPA	IN	9.125	8.250	.19	12.00	.44
	MM	231.78	209.55	5	305	11

- 1: ALL ROUGH DIMENSIONS MAY VARY BY .25" DUE TO CASTING VARIATIONS.
- 2: LARGEST MOTOR WIDTH.
- 3: CONDUIT BOX OPENING MAY BE LOCATED IN STEPS OF 90° REGARDLESS OF LOCATION. STANDARD AS SHOWN WITH CONDUIT OPENING DOWN.
- 4: TOLERANCES SHOWN ARE IN INCHES ONLY.

TOLERANCES	8.250 AK	13.500 AK
"AK" DIMENSION	+.003; -.000	+.005; -.000
FACE RUNOUT	.004 T.I.R.	.007 T.I.R.
PERMISSIBLE ECCENTRICITY OF MOUNTING RABBET	.004 T.I.R.	.007 T.I.R.

09-2292/A

Nidec Motor Corporation
 St. Louis, Missouri

INFORMATION DISCLOSED ON THIS DOCUMENT IS CONSIDERED PROPRIETARY AND SHALL NOT BE REPRODUCED OR DISCLOSED WITHOUT WRITTEN CONSENT OF NIDEC MOTOR CORPORATION



ISSUED BY
T. MAHABARE
 APPROVED BY
L. MORALES

IHP_DP_NIMCA (MAR-2011) SOLIDEDGE

**ITEM NO : H-9
TWO YEAR EXTENSION REQUEST;
TENTATIVE TRACT MAP 05-1003 PHASE II &
III; STONEFOX RANCH SUBDIVISION;
LOCATED ON THE SOUTH SIDE OF
SOLANO STREET, AT THE DEL NORTE
AVE./SOLANO ST. INTERSECTION.**

JUNE 28, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JOHN STOUFER, PLANNING CONSULTANT

PROJECT DESCRIPTION & BACKGROUND:

Pursuant to Section 66452.6 of the Subdivision Map Act, and Section 16.18.010 (C) of the Corning Municipal Code (CMC), a request for a 2 year time extension for Tentative Tract Map 05-1003 Phase II & III, approved on June 14, 2005 by the Corning City Council has been submitted. The approved tentative map proposed 80 lots to be developed in three phases, Phase I creating 26 lots was recorded earlier this year and these lots may now be sold and/or have a single family residence constructed on them.

Tentative Subdivision Maps are approved for an initial two (2) year period with the ability to be extended for an additional six (6) years as explained by discussion below referencing the Corning Subdivision Ordinance. On May 15, 2007 the City Council approved a two year extension for Tract Map 05-1003. After this and starting with SB 1185 the California legislation approved seven (7) years of automatic extensions for tentative maps.

With these automatic extensions, and previous extension granted by the City Council, the map is still valid until June 14, 2016. The current owners and developers, Gary & Jeannie Bergen, submitted an extension request on May 26, 2016 which automatically extends the map for 60 days pending a hearing on the extension request. If the extension request is granted the tentative map would be active until June 14, 2018 with a possibility of receiving another two year extension until June 14, 2020. After this no extensions would be provided unless the California Legislation passes more automatic extensions.

CORNING SUBDIVISION ORDINANCE:

The Corning Subdivision Ordinance (CMC Title 16) is the local ordinance that implements the provisions of the state Subdivision Map Act. The ordinance describes the process for consideration and approval or denial of subdivision applications. On April 14, 2009 the Corning City Council adopted Ordinance 634 that amended Section 16.18.010 (C) of the CMC to read as follows:

Upon application of the subdivider filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the legislative body or by an advisory agency authorized to approve or

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

DENIAL CRITERIA:

Tentative Map time extensions are not automatic; the City has discretion to deny the requests. However, denials should not be capricious. The City should have a legitimate reason to deny an extension, and must make appropriate supporting findings. An example of a legitimate reason might be if the City had amended its General Plan, and designated the project site for non-residential use (commercial or industrial). In that case, the changing land use objectives of the community would be sufficient grounds for denial.

In this case there have been no Land Use Element revisions. The site remains designated for residential use and zoned R-1; Single-Family Residential. The approved tentative map complies with the General Plan and Zoning Code, therefore, staff recommends approval of a two-year extension.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission considered this extension request at the June 21, 2016 meeting. By a vote of 3:0:2 the Planning Commission recommended:

That the City Council approve a two-year time extension for Tentative Tract Map 05-1003 subject to the original 53 conditions as approved by the Corning City Council on June 14, 2005.

ACTION:

Approve a two-year time extension for Tentative Tract Map 05-1003 subject to the original 53 conditions as approved by the Corning City Council on June 14, 2005.

OR;

Direct staff to prepare findings for denial of a two-year time extension for Tentative Tract Map 05-1003.

ATTACHMENTS

EXHIBIT "A" - Original conditions of approval

EXHIBIT "B" - Reduced copy of tentative map

EXHIBIT "C" - Extension Request Letter

EXHIBIT "A"

Conditions of Approval adopted June 14, 2005:

1. SOLANO STREET PLANTER. A 4'-6" wide planter strip shall be provided between the sidewalk and the masonry wall along the Solano Street frontage of Lots 1 & 2. A combination of trees, shrubs and groundcover shall be installed, irrigated and maintained within the planter. Plant species, groundcover and irrigation method shall be subject to approval by the City of Corning. Maintenance costs shall be the responsibility of the lot owners within the development through the annual payments to a Landscape and Lighting District, Homeowners Association or other such organization approved by the City of Corning. *(M.M.I.a.)*
2. CARONA AVENUE PLANTER. Prior to approving occupancy of Lots 49, 63 or 64, the developer shall install a combination of trees, shrubs and groundcover shall be installed, irrigated and maintained within that 4'-6" portion of the Carona Avenue right of way lying between the sidewalk and the fences along the south side of the lots. Plant species, groundcover and irrigation method shall be subject to approval by the City of Corning. Maintenance costs shall be the responsibility of the lot owners within the development through the annual payments to a Landscape and Lighting District, Homeowners Association or other such organization approved by the City of Corning. *(M.M.I.b.)*
3. UNDERGROUND UTILITIES. All utilities, including electricity, telephone, gas, and cable television shall be provided to each lot and undergrounded. *(M.M.I.c.)*
4. FENCING. Solid 6'-0" tall fencing shall be installed at side and rear property lines prior to "final" on building permits. *(M.M.I.d.)*
5. LOT LANDSCAPING. Front yards and street side yards, including that portion of the Street R/W behind the sidewalk, shall be landscaped prior to final building permit sign-off. Landscaping may include any combination of grass, groundcover, shrubs and/or trees and is subject to Planning Department approval. Each lot shall be provided with a permanent method of irrigation for this landscaping. *(M.M.I.e.)*
6. RESIDENTIAL FAÇADE STANDARDS. The City of Corning has a policy to prohibiting the construction of identical homes within sight of each other. The developer shall vary building floor plans, facades, trim, siding material, building colors, roof types, etc., to comply with this standard. *(M.M.I.f.)*
7. ROOF-MOUNTED HVAC EQUIPMENT PROHIBITION. No Heating, Ventilation, Air Conditioning equipment shall be installed on the roof of any structure. *(M.M.I.g.)*
8. DISCLOSURE OF NEARBY AGRICULTURAL OPERATIONS. A Note shall be affixed to the front sheet of all recorded maps filed for this project. The note shall clearly state that the property adjoins operating agricultural properties and that residents of the development may be adversely affected by dust, noise, odors and overspray of chemical fertilizers and pesticides, and that the City of Corning does not regard such operations as nuisances when conducted with proper and accepted standards. *(M.M.II.a.)*

9. FUGITIVE DUST. Prior to commencing Grading the applicant shall obtain a Fugitive Dust Control Permit from the Tehama County Air Pollution District. *(M.M.III.a.)*
10. SPRINKLE EXPOSED SOILS. During construction, unprotected soils shall be sprinkled to minimize wind erosion. *(M.M.III.b.)*
11. COVER EXPOSED SOILS. Areas denuded by construction activities and not scheduled for development for an indefinite period shall be seeded or covered by impervious materials to minimize water and wind erosion. *(M.M.III.c.)*
12. GRADING PLANS. Complete grading plans shall be submitted for approval by the City Engineer. *(M.M.III.d.)*
13. FINISHED SURFACES. Upon completion of development, no substantial area shall remain where soils are completely uncovered. *(M.M.III.e.)*
14. DEDICATION OF BLACKBURN-MOON DRAIN. The final map shall offer a 40' wide strip to the City of Corning for the Blackburn Moon Drain. *(M.M.IV.a.)*
15. CULTURAL RESOURCES. Should cultural resources be unearthed during excavation all work in the immediate vicinity shall cease and the City of Corning shall be notified. Upon notice, the City or its consultant shall inspect the site to determine what steps, if any, are necessary to address and mitigate the discovery. *(M.M.V.a.)*
16. SOIL REPORT & COMPACTION TESTS. Prior to issuing any building permit for filled lots, the developer shall provide: 1) a report confirming that the fill has been sufficiently compacted in accordance with the Uniform Building Code or, 2) engineered foundation plans with a statement that the foundation design complies with building code requirement based on soil conditions on the site. *(MM.VI.a.)*
17. REDISTRIBUTE TOPSOIL. Topsoil shall be stockpiled and redistributed over graded surfaces. *(M.M.VI.b.)*
18. SWPPP & CONSTRUCTION STORMWATER PERMIT. Prior to any site disturbance or earthmoving activities on or adjacent to the site, a Construction Period and Post Construction Period Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and presented to the Central Valley Regional Water Quality Control Board and presented and approved by the City of Corning. The objective of the plan shall be no net loss of soil (above an undisturbed natural, stable background state) from the site due to erosion. All requirements of the Post Construction Period SWPPP shall be completed as part of the required improvement plans and shall be maintained in the same manner. *(M.M.VI.c.)*
19. RIGHT TURN AND ACCELERATION LANE. The Solano Street frontage of Lots 1 & 2 shall be striped as a right turn lane and acceleration lane as directed by the City Engineer.
20. WATER & SEWER LINES. Install water and sewer pipes per public Works Standard S-11. *(M.M.VI.d.)*
21. WATER SERVICE. Developer shall install water services and meters for each lot in accordance with Public Works Standard S-20. *(M.M.VI.e.)*

22. SEWER SERVICE. Developer shall install sewer services for each lot in accordance with Public Works Standard S-21. *(M.M.VI.f.)*
23. EMERGENCY ACCESS. Prior to issuing Occupancy approvals for any residence south or west of Lots 11 and 12, a through road shall be provided connecting to Carona Avenue and along the alignment shown as Street "A". Outside of Phase I the temporary road may have a gravel surface, provided that the roadway shall be at least 20 feet in width and sufficiently compacted to support emergency service vehicle loads of 40,000 lbs. *(M.M.VII.a.)*
24. FIRE HYDRANTS. Fire Hydrants shall be installed in accordance with City standards. The developer shall provide the City of Corning with one hydrant repair kit. *(M.M.VII.b.)*
25. STORMWATER RETENTION. Prior to recording a final map of any phase of the project the developer shall present improvement plans for retention of the net increase in runoff resulting from the development project during a 25-year storm for a duration of four hours. *(M.M.VIII.a.)*
26. STORMWATER FACILITIES. Stormwater retention and conveyance facilities shall be constructed in accordance with City of Corning Public Works standards. *(M.M.VIII.b.)*
27. MINIMUM FLOOR ELEVATIONS. The final map shall indicate the lowest floor elevation for Lots 65, 66, 67, 68 & 69. The minimum floor elevation for those Lots shall be not less than 0.5' above the base flood elevation determined in accordance with FEMA standards. *(M.M.VIII.c.)*
28. LAND USE BARRIER. Developer shall install a six-foot high masonry wall along the boundary with the commercially zoned property to the west. *(M.M.IX.a.)*
29. SOLANO STREET NOISE ATTENUATION. Provide a sound barrier along the Solano Street frontage of Lots 1 and 2. That barrier shall be a masonry wall not less than six feet in height and appropriately positioned to avoid limiting sight distance at the intersection. *(M.M.XI.a.)*
30. CONSTRUCTION DAYS & HOURS. Construction work shall occur only between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. to 6:00 p.m. on weekends and federally observed holidays. *(M.M.XI.b.)*
31. LOOPED WATER SYSTEM. Prior to recording Phase II final map, the developer shall provide a "looped water system" connecting to City water facilities at both Solano Street and Carona Avenue. *(M.M.XIII.a.)*
32. RETENTION BASIN MAINTENANCE. If an above-ground retention basin is provided to retain the net increase in runoff, ongoing maintenance, including clearing, dredging, mowing, lighting, and irrigation shall be funded by annual payments of the lot owners collected through a Landscape and Lighting District. *(M.M.XIII.b.)*
33. LANDSCAPE AND LIGHTING DISTRICT. Prior to recording the first Phase map for the project, the developer shall establish a Landscape and Lighting District to fund the continued maintenance of all common facilities, including the retention pond and

appurtenant facilities, landscaped areas at Solano Street and Carona Avenue and the masonry walls at Solano Street and the Landuse Barrier between the Healthcare District and the project. The project engineer shall prepare an estimate of the annual maintenance costs for the facilities that shall be made part of the district formation procedure. (M.M.XIII.c.)

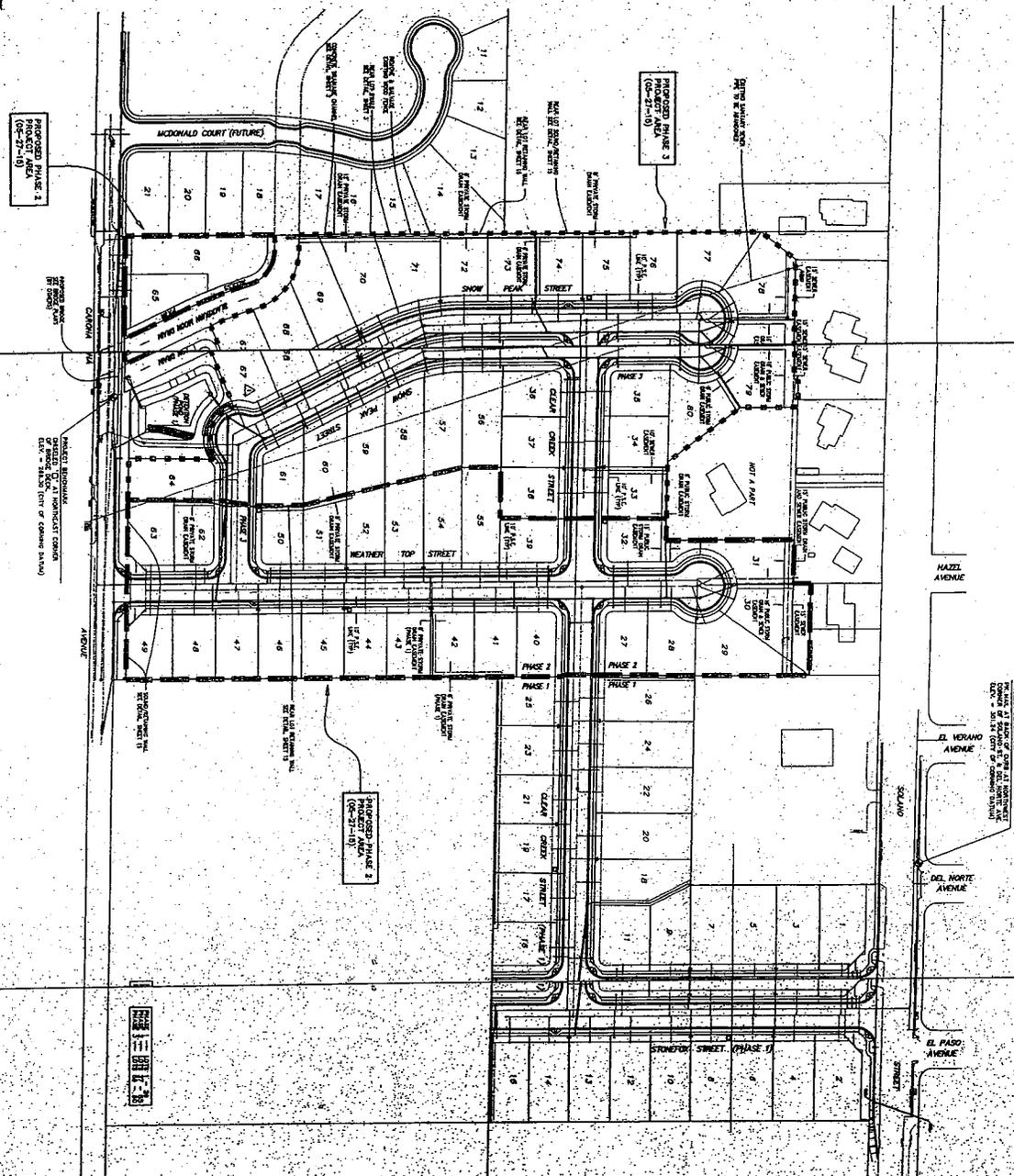
34. TRAIL DEDICATION AND CONSTRUCTION. The final map shall dedicate sufficient right of way for a 12'-0" wide trail to the City of Corning. Developer shall construct a 12'-0" wide paved trail within the area dedicated for that purpose prior to recording Phase III of the map. (M.M.XIV.a.)
35. DEVELOPMENT IMPACT FEES. Subsequent residential development will be subject to Development Impact Fees imposed in order to lessen new development's impacts on City facilities and services. These fees shall be assessed and payable prior to issuance of the individual lot building permits. (M.M.XV.a.)
36. SOLANO STREET IMPROVEMENTS. Prior to recording Phase I of the tract, developer shall improve Solano Street along the property frontage to provide full south half-width improvements as shown on Drawing S-18 (64' 4 Lane Street) including two 12' wide travel lanes, an 8' wide parking lane, curb, gutter and sidewalk, and complete an asphaltic concrete overlay for one lane width (12') on the northerly half-width. (M.M.XV.b.)
37. CARONA AVENUE IMPROVEMENTS. Prior to recording Phase II and Phase III of the tract, developer shall improve the frontage sections of Carona Avenue to provide full north half-width improvements as shown on Drawing S-18 (40' 2 Lane Street) including one 12' wide travel lanes, an 8' wide parking lane, curb, gutter and sidewalk, and complete an asphaltic concrete overlay for one lane width (12') on the southerly half-width. (M.M.XV.c.)
38. CARONA AVENUE RIGHT OF WAY DEDICATION. Final Map shall offer additional right of way dedication to provide a 30' half width (60' full-width) for Carona Avenue. (M.M.XV.d.)
39. STREET NAMES. Final street names are subject to approval of City staff and shall appear on the final map. (M.M.XV.e.)
40. STREET LIGHTING. The developer shall provide street lighting that meets the City Standards per City Code Section 16.21.050.H.. (M.M.XV.f.)
41. INTERIOR STREET IMPROVEMENTS. Interior streets shall be improved in accordance with City of Corning standard S-18 (40' 2 Lane Street). (M.M.XV.g.)
42. ACCESS RESTRICTIONS. No driveways shall be permitted on certain dual frontage lots. The Final Map or maps shall offer "1'-0" wide Non-Access" strips along the Solano Street frontage of Lots 1 & 2 and the Carona Avenue frontage of Lots 49, 63 and 64. (M.M.XV.h.)
43. SHARED DRIVEWAY. Lots 65 and 66 shall utilize one common driveway that shall be centered on the common property line and shown on the final map with reciprocal access rights for the two lots. (M.M.XV.i.)

44. STREET STUB. Final Map shall include a street stub completed to City standards within a 60' wide right of way from Street "A" to the property to the South (APN 73-120-11). The street stub shall be centered not less than 130 feet east of the Southwest corner of Lot 25, nor less than 130 feet west of the Southeast corner of Lot 15. Final Map Lot configuration may vary from the tentative map to accommodate this street requirement. *(M.M.XV.j)*
45. STREET BARICADES. Developer shall install temporary barricades (City of Corning Standard S-8) at the southern terminus of the street stub extension and at each temporary street "Phase end". Barricades shall be painted bright white. *(M.M.XV.k)*
46. PEDESTRIAN WALKWAY. Developer shall install a pedestrian walkway on the north side of the Carona Avenue bridge over the Blackburn-Moon Drain. Walkway shall provide a 4'-0" wide path, designed by a registered civil engineer and be part of the improvement plans for Phase II of the project. Final design is subject to approval by the City Engineer. *(M.M.XV.l)*
47. GRADING PLAN. The developer shall provide a grading plan for the project for City approval. The Grading Plan shall include improvement plans for the retention pond. The plans shall include measures to limit excavation near the stream bank and a groundcover plan to reduce erosion impacts. *(M.M.XVI.a)*
48. STREAMBED ALTERATION AGREEMENT. Prior to commencing excavation for the retention pond or grading for Lots 65 through 69, obtain a Streambed Alteration Agreement with the California Department of Fish and Game if one is required. *(M.M.XVI.b)*
49. CONSTRUCTION DEBRIS. Prior to approving occupancy for any residence all construction debris shall be removed for the affected Lot. *(M.M.XVI.c)*
50. SECTION 404 PERMIT. Prior to discharging any fill material into waters of the United States, the applicant shall obtain a Clean Water Act Section 404 permit from the US Army Corps of Engineers if one is necessary.
51. SECTION 401 PERMIT. If a Section 404 permit is required, or if the project will deposit fill into isolated wetlands, water quality certification pursuant to Section 401 of the Clean Water Act is also required. (Contact Scott Zaitz at the Regional Water Quality Control Board for details of this certification process).
52. DEWATERING PERMIT. Obtain the appropriate Dewatering Permit from the Regional Water Quality Control Board or verify that the general waiver is applicable to the project.
53. SIGNAGE. Prior to recording the final map for Phase 2 of the project, install a sign near the east side of the project advising westbound motorists to reduce speed for pedestrians. Specific sign and placement to be approved by Corning Public Works Director.

Exhibit "B"

SCALE 1" = 60'

PREPARED FOR: ACCUSTOM DEVELOPMENT
 ROLLS ANDERSON CIVIL ENGINEERING ROLLS
 STONEFOX RANCH - PHASE 2 & 3 LAYOUT SHEET
 DATE: MAY 2007
 DRAWN BY: MSB



LEGEND

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PREPARED BY:
 ROLLS ANDERSON
 CIVIL ENGINEERING
 CITY OF COCONINO

Exhibit "C"

City of Corning
Attn: John Stoufer
794 Third Street
Corning, CA 96021

RECEIVED

MAY 26 2016

CITY OF CORNING

RE: Stonefox Ranch Subdivision Phase II & III

We are requesting two year extension for phase's II & III.

If you have any questions please contact me at 707-696-2605

Sincerely,



Jeannie M. Bergen
Stonefox Ranch Subdivision
gwbergen.construction@yahoo.com

**ITEM NO: H-10
DECLARE 1978 VAN-PELT
FIRE ENGINE AS SURPLUS
PROPERTY AND AUTHORIZE
THE CITY FIRE CHIEF TO
NEGOTIATE ITS SALE**

June 28, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MARTIN SPANNAUS, FIRE CHIEF

SUMMARY:

The Corning Fire Department bought a used 1978 Van-Pelt Fire Engine from the City of Redding 11 years ago to replace an unsafe engine. This Engine, having served the City well has been decommissioned upon the Volunteer's purchase of the 1998 HME that will be in service soon.

BACKGROUND:

Staff requests Council declare the 1978 Van Pelt Fire Engine as surplus property and authorize the Fire Chief to sell the engine once the 1998 HME is placed in service. This will provide space at the fire hall as this engine is still stored in the back bays.

FINANCIAL:

Staff believes this Engine to have a value of between \$2,000 - \$4,000 dollars. It is requested that all proceeds from the sale of this Engine be placed in the Fire Department Capital Improvement Fund for use towards purchase of future Fire Department Emergency Equipment.

RECOMMENDATION:

MAYOR AND COUNCIL:

- 1. DECLARE THE CITY'S 1978 VAN-PELT FIRE ENGINE AS SURPLUS PROPERTY ONCE THE 1998 HME IS PLACED IN SERVICE;**
- 2. AUTHORIZE THE CITY FIRE CHIEF TO NEGOTIATE THE SALE OF THE SURPLUS ENGINE; AND**
- 3. PLACE FUNDS RECEIVED FROM THE SALE OF THE SURPLUS ENGINE IN FIRE DEPARTMENT CAPITAL IMPROVEMENT FUND # 2301-076-9301.**

**ITEM NO: J-11
HAVING ACCEPTED COMMENTS/APPEALS
FROM PROPERTY OWNERS, ADOPT
RESOLUTION 06-28-2016-03 DECLARING A
PUBLIC NUISANCE ON 22 PROPERTIES
WITHIN THE CITY AND AUTHORIZING THE
FIRE CHIEF AND CITY CLERK TO INITIATE
ABATEMENT PROCEDURES.**

June 28, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: KRISTINA MILLER, CITY MANAGER
MARTIN SPANNAUS, FIRE CHIEF
LISA M. LINNET, CITY CLERK *LM***

BACKGROUND:

On June 14, 2016 City Council adopted Resolution 06-14-2016-02 declaring a "Public Nuisance" on thirty (30) properties located within the City. Now, following a Public Hearing to accept comments/appeals by any of the remaining twenty two (22) "Nuisance Property" Owners (as listed on the updated Exhibit "A") present, the Fire Chief and City Clerk request authorization to initiate nuisance abatement procedures and to proceed with the lien process to recoup any costs associated with the approved abatements.

Pursuant to Municipal Code Chapter 8.14, the City's Weed Abatement Officer, in this case the Fire Chief has identified twenty two (22) remaining properties within the City Limits as still being a public nuisance. The Corning Municipal Code provides the following direction relating to Weed Abatement:

Section 8.14.020: Defines Weeds as:

- (a) "Weed Abatement Officer" means the Corning Fire Chief or other public officer designated by the City Council to perform the duties imposed by this article upon the superintendent.
- (b) "Weeds" means weeds which 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 include 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 or 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.

Section 8.14.030: Authorizes the City Council to periodically, by Resolution, declare as public nuisances and abate all weeds, rubbish, sidewalks, parkways, and dirt upon streets or private property in the City.

Section 8.14.130: 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: 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 8.14.050: Authorizes the City Council, when adopting the Resolution mentioned, to also find and declare that weeds on specified parcels of property are seasonal and recurrent nuisances. Such nuisances shall be abated as provided herein, provided, that upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further hearings need be held and it shall be sufficient to mail a post card notice to the owners of the property as they and their addresses appear upon the current assessment roll.

Section 8.14.160: 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.

Section 8.14.170: The Weed Abatement Officer may enter upon private property to abate the nuisance pursuant to the authority granted by Government Code Section 39572. The provisions set forth in Corning Municipal Code Section 8.25.050 B pertaining to "right to enter" shall apply to the procedures set forth in this Chapter.

Section 8.14.180: Before the Weed Abatement Officer arrives, any property owner may remove the weeds, rubbish, refuse, and dirt at his or her own expense. Nevertheless, in any case in which an order to abate is issued, the City Council by motion or Resolution may further order that a special assessment and lien be imposed pursuant to Government Code Section 39577. In that case, the assessment and lien shall be limited to the costs incurred by the City of Corning in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs.

Section 8.14.190: The Weed Abatement Officer shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done by him or her. He/she shall submit to the City Council for confirmation an itemized written report showing such cost.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 06-28-2016-03 DECLARING THE FOLLOWING:

- **A PUBLIC NUISANCE EXISTS ON THE TWENTY TWO (22) PROPERTIES LISTED ON THE ATTACHED EXHIBIT "A",**
- **FIND THAT SUCH CONDITIONS ARE SEASONAL AND RECURRENT NUISANCES;**
- **AND AUTHORIZE THE FIRE CHIEF TO INITIATE ABATEMENT PROCEDURES ON THESE PROPERTIES/PARCELS AS OUTLINED IN THE CITY'S MUNICIPAL CODE AND DIRECT THE CITY CLERK TO LIEN NUISANCE PROPERTIES FOR COSTS INCURRED BY THE CITY FOR NUISANCE ABATEMENT.**

RESOLUTION 06-28-2016-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
DECLARING A PUBLIC NUISANCE ON TWENTY TWO (22) 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 of the Corning Municipal Code defines "Weeds" as 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 twenty two (22) 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 twenty two (22) properties identified in Exhibit "A" hereto; and
2. Authorizes the Weed Abatement Officer to abate said nuisance properties and the City Clerk to lien abated properties for any and all costs borne by the City for the abatement.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on June 28, 2016 by the following vote:

AYES:

OPPOSED:

ABSENT:

ABSTAIN:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

Exhibit "A"

APN NO.	Physical Address	Owner/Responsible Party	Name/Address/City/State/Zip
069-220-020-000	Adjacent to I-5 Off Ramp at Solano St.	Kalberer Co.	Kalberer Co. 321 SW Fourth Ave. #800 Portland, OR 97204-2330
069-220-021-000			
071-030-006-000	Between North St. & Blackburn Ave.	Olives Inc. c/o Vernazza, Joe	Olives Inc. c/o Vernazza, Joe P.O. Box 1191 Brentwood, CA 94513
071-030-016-000			
071-010-007-000	East side of South St.	Southern Pacific Railroad	Southern Pacific Railroad 1400 Douglas Stop 1640 Omaha, NE 68179-1640
071-140-048-000	Toomes Avenue	Sanders, Rachel E. ETAL c/o Ronald D. Sanders	Sanders, Rachel E. ETAL c/o Ronald D. Sanders 357 Caldarella Circle Roseville, CA 95630
071-164-009-000	1414 South Street Corning, CA 96021-3059	Bohme, Wanda ETAL c/o Bohme, Judy	Bohme, Wanda ETAL c/o Bohme, Judy 916 Sixth Street Corning, CA 96021
071-173-008-000	1216 South Street Corning, CA 96021-3149	Jolley, Keith A. & Patricia K. c/o Jolley, Patricia K.	Jolley, Keith A. & Patricia K. c/o Jolley, Patricia K. 3513 Beacon Dr. Anderson, CA 96007-2404
071-192-035-000	1013 Toomes Ave. Corning, CA 96021-2723	Wold, Michael C. & Wold Patricia	Wold, Michael C & Wold, Patricia 1900 Hwy. 1, #100 Moss Landing, CA 95039
071-243-012-000	1187 Fifth Ave. Corning, CA 96021-3006	Seibeneicher, Adolph Trustee Seibeneicher Bypass T.	Seibeneicher Adolph Trustee Seibeneicher Bypass T. 923 Turtle Cove Mesquite, NV 89027
071-273-020-000	1560 Chicago Ave. Corning, CA 96021	Payne, Sherry & Rick	Payne, Sherry & Rick 437 Brett Ct. Chico, CA 95973
071-291-011-000	Woodson Avenue	Young, LeRoy A. & Young, Patricia J.	Young, LeRoy A. & Young, Patricia J. 945 Lincoln Ave. Napa, CA 94558
071-300-003-000	Toomes Avenue	OTV Corning LLC	OTV Corning LLC 969 G Edgewater Blvd #636 Foster City, CA 94404
071-300-063-000	End of Palm Avenue	Korte Revocable Trust 7/17/1998 ETAL c/o Korte, Robert L. TR	Korte Revocable Trust 7/17/1998 ETAL c/o Korte, Robert L. TR ETAL P.O. Box 484 Los Olivos, CA 93441
073-061-006-000	702 Second Street Corning, CA 96021-2215	Level 3 Communications LLC c/o Property Tax	Level 3 Communications LLC c/o Property Tax 1025 El Dorado Blvd. Broomfield, CO 80021
073-084-029-000	404 Marin St. Corning, CA 96021-3417	Chavez, Lorenzo & Tina	Chavez, Lorenzo & Tina 3431 Helen Street. Oakland, CA 94608
073-134-002-000	811 Walnut Street Corning, CA 96021-3239	Hill, James T. III & Linda	Hill, James T. III & Linda 4405 County Rd. HH Orland, CA 95963
087-040-073-000	Hwy. 99-W	Birk Harvinder S. ETAL TRS Birk Family Trust	Birk Harvinder S. ETAL, TRS Birk Family TR P.O. Box 991121 Redding, CA 96099-1121
087-040-074-000			

APN NO.'s	Physical Address	Owner/Responsible Party	APN Mailing Address
087-050-001-000	Hwy. 99-W	Hardy, Lewis & Hardy, Kathryn Myers	Hardy, Lewis & Hardy, Kathryn Myers 243 Lost Horizon Oroville, CA 95959
087-050-002-000	2761 Hwy. 99 W Corning, CA 96021	Coryell, Donnie Ray c/o Santander, Brenda DECD ETAL	Coryell, Donnie Ray DECD ETAL c/o Santander, Brenda 4805 Onate Ave. San Diego, CA 92117
087-050-035-000	2985 Hwy. 99-W	Persuad, Deanna B. ETAL TRS c/o Thompson, Karen	Persuad, Deanna B. ETAL TRS c/o Thompson, Karen 58 Broadview Dr. San Rafael, CA 94901
Total Properties: 22			

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution No. 06-28-2016-03) 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 28th day of June, 2016 by the votes listed above.

Lisa M. Linnet, City Clerk

**ITEM NO.: K-12
AUTHORIZE MAYOR TO SIGN 2
YEAR EXTENSION PROPOSAL
FOR THE \$75,000 LINE OF
CREDIT FROM 3CORE, INC.**

June 28, 2016

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
LISA M. LINNET, CITY CLERK** *LM*

SUMMARY:

Staff recommends the City Council authorize the Mayor to sign the attached "Renewal of Line of Credit" document dated June 9, 2016.

BACKGROUND:

In 2014, the Mayor, Councilmember Tony Cardenas, and City Staff met with Marc Nemanic and Courtney Farrell of 3CORE, INC. to discuss options of financing the next phase of Theatre rehabilitation resulting in a \$75,000 line of credit. This allowed the City to complete the remaining work to comply with State Department of Parks and Recreation requirements which subsequently allowed the release of the 20% (\$45,000) in retention State Park Bond Grant funds (\$220,000) held by the State for the Rodgers Theater Rehabilitation Project. The release of the grant funds allowed for the repayment of the credit that was obtained from 3CORE. No general funds were used.

Extension of this loan would serve as a type of "Gap" funding during the next two years and would be available to assist with projects identified by the City of Corning as a priority. The City could immediately utilize these funds if necessary for unexpected/unforeseen priority projects. Due to the reduced General Fund Reserves, this could be especially beneficial to the City over the next nine months while the City awaits receipt of revenues resulting from the passage of Measure A. There is no requirement that the funds be used once obtained. It simply provides a security measure for the City.

3CORE PROPOSAL:

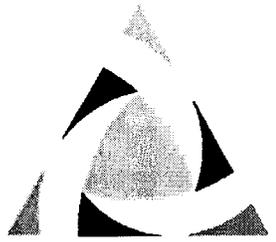
Maximum Amount:	\$75,000
Term:	24 Months
Interest Rate:	3% Fixed
Fees (due on or before loan closing):	1% plus direct closing costs
Collateral:	Unsecured

The monthly payments would consist of interest only plus a \$6.00 servicing fee; principal would be due at maturity. The conditions consist of the following:

1. Final approval of Executive Director;
2. Subject to the acceptance of a project specific repayment plan approved through a Resolution made by the City of Corning City Council;
3. Receipt & acceptance of City documents authorizing Council to enter into a loan commitment with 3CORE, Inc.;
4. Minimum \$10,000 draws on line of credit;
5. Disbursement to be made based upon verification of completed work/costs as outlined in project or need description;
6. Receipt & acceptance of other Loan Application information as requested; and
7. Other standard loan conditions to be stated at the time of loan approval.

RECOMMENDATION:

APPROVE TWO YEAR EXTENSION OF 3CORE, INC. LINE OF CREDIT IN THE AMOUNT OF \$75,000 AND AUTHORIZE THE MAYOR TO SIGN THE 3CORE LINE OF CREDIT TWO (2) YEAR RENEWAL PROPOSAL.



3CORE

June 9, 2016

FINANCING MENTORING PERSPECTIVE

Kristina Miller
City Manager
City of Corning
794 Third Street
Corning, CA 96021

RE: Proposal - Renewal of Line of Credit

In regards to the upcoming maturity of the City's Line of Credit, 3CORE is prepared to renew the Line of Credit with the City and provides the following renewal terms:

Renewal of Line of Credit Terms:

Maximum Amount	\$75,000
Authorized Use of Proceeds	Revolving Line of Credit – available to assist with projects identified by the City of Corning as a priority
Term	24 months; No Pre-Payment Fee
Interest Rate	3% fixed
Fees	1% plus direct closing costs, fees are due on or before loan closing.
Monthly Payment	Interest Only plus a \$6.00 servicing fee; principal due at maturity.
Collateral	1) Unsecured.
Conditions	1) Final approval of Executive Director; 2) Subject to the acceptance of a project specific repayment plan approved thru a resolution made by the City of Corning City Council; 3) Receipt and acceptance of City documents authorizing Council to enter into a loan commitment with 3CORE, Inc.; 4) Minimum \$10,000 draws on line of credit; 5) Disbursement to be made based upon verification of completed work/costs as outlined in project or need description; 6) Receipt and acceptance of other Loan Application information as requested; and 7) Other standard loan conditions to be stated at the time of loan approval.

Cultivating Healthy Businesses Because People Matter

3120 Cohasset Road, Suite 1, Chico, CA 95973 voice 530.893.8732 fax 530.893.0820 www.3coreedc.org

Our commitment to enter into this transaction is conditioned upon there being no (i) material adverse change in your business affairs or financial condition between the date hereof and the date on which the closing documents have been executed, and (ii) there being no material misstatement in any information provided to us in connection with this transaction. This commitment shall expire on July 10, 2016, if not sooner accepted in writing.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Patty Hess

Assistant Director
Chief Lending Officer
3CORE, Inc.
3120 Cohasset Road; Suite 1
Chico, CA 95973
(530) 893-8732
phess@3coreedc.org

Please sign below to acknowledge acceptance.

Kristina Miller, City Manager

Date

*Please return this signed form to us at your earliest convenience.

**ITEM NO.: K-13
APPROVE APPROPRIATION OF
GENERAL FUND RESERVES IN THE
AMOUNT OF \$2,644.25 TO PAY PACE
ENGINEERING FOR STRUCTURAL
ASSESSMENT, AND AUTHORIZE CITY
ATTORNEY TO SEEK REIMBURSEMENT
OF THESE COSTS FROM PROPERTY
OWNER.**

June 28, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
LISA M. LINNET, CITY CLERK *LM*

BACKGROUND:

After a courtesy inspection of 1306 Solano Street by the City's Fire Chief and Building Official at the request of the perspective tenant, concerns were again brought to the surface regarding the buildings structural safety. This was shortly followed by receipt of a letter from a concerned citizen regarding the structural soundness of this building and possible repercussions to this structure as a result of the construction associated with the current Streetscape Project.

As a result of the stated concerns and the past history associated with this building, the City, in the interest of protecting public safety and the possible increased liability to the City, immediately attempted contact with the building owner and tenants and sought the services of a Structural Engineer to provide a safety/structural assessment.

The results of this assessment confirmed concerns relating to the safety of this structure. As such, the City immediately informed the tenants giving them a time frame in which to vacate the building, posted the building as unsafe to occupy, and stopped construction of the Streetscape Project directly in front of this structure until such time as the building had been vacated.

Since the tenants have now vacated the building and the property is unoccupied, construction along Solano adjacent to this property has resumed.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE FOLLOWING:

- **APPROPRIATION OF FUNDS FROM THE GENERAL FUND RESERVES IN THE AMOUNT OF \$2,644.25 TO BE PLACED IN ACCOUNT NO. 001-6300-4300 PROFESSIONAL SERVICES/BUILDING & SAFETY FOR PAYMENT TO PACE ENGINEERING; AND**
- **AUTHORIZE THE CITY ATTORNEY TO PURSUE REIMBURSEMENT FROM BUILDING OWNER FOR THE STRUCTURAL EVALUATION AS WARRANTED UNDER CHAPTER 9 OF THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS.**



PACE Engineering, Inc.
 1730 South Street
 Redding, CA 96001
 530-244-0202

CITY OF CORNING
 KRISTINA MILLER
 794 THIRD ST.
 CORNING, CA 96021

Invoice number 27071
 Date 06/21/2016

Project **2566.01 Structural Evaluation of Building at 1302-1310 Solano St.**

BALANCE IS DUE AND PAYABLE WITHIN 30 DAYS
 For Professional Services from May 1, 2016 to May 28, 2016

Phase 100 - Original Scope of Services

Professional Fees

	Date	Units	Rate	Billed Amount
Principal Engineer John D. Brunemeier Engineering	06/07/2016	0.25	182.00	45.50
<i>Prep for site visit</i>	06/08/2016	13.00	182.00	2,366.00
<i>Site visit, building evaluation, structural calculations, write report</i>	06/09/2016	0.50	182.00	91.00
<i>Review typing, revise report</i>	06/14/2016	0.25	182.00	45.50
<i>Teleconf. with City Attorney</i>				
Subtotal		14.00		2,548.00
Admin Clerk I Karrie A. Nunes Word Processing	06/09/2016	1.75	55.00	96.25
<i>Type Kaufman Building Evaluation letter and format photos</i>				
Phase subtotal				2,644.25
			Invoice total	2,644.25

Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
Phase 100 - Original Scope of Services	0.00	2,644.25	2,644.25
Total	0.00	2,644.25	2,644.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27071	06/21/2016	2,644.25	2,644.25				
	Total	2,644.25	2,644.25	0.00	0.00	0.00	0.00

Please reference Invoice No. with remittance.

**ITEM NO: J-14
ADOPT RESOLUTION 06-28-2016-04 AND
EXTEND CONTRACT WITH JOHN STOUFER,
DBA JBS PLANNING CONSULTANT
SERVICES FOR ONE YEAR.**

JUNE 28, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
JODY BURGESS, CITY ATTORNEY

BACKGROUND:

This item addresses a proposed contract between the City of Corning and JBS Planning and consulting services whereby John Stoufer would be serving as an Independent Contractor to the City of Corning for the purpose of providing consultancy services to the City on specialized planning projects. The Contract is properly called an Independent Contractor Agreement, which ensures that Mr. Stoufer is not an employee by title; however, how he performs his work can dictate whether he is deemed a common law employee and therefore treated as a retired annuitant made subject to the employment limitations of our State's Government Code. Summarily, a retired annuitant that is hired by local agency (City, County, or Special District) is subject to limitations of employment, including the number of hours that he or she can work during a fiscal year, and that the work be of limited duration. These limitations are not applicable to true Independent Contractor Agreements.

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." The CalPERS restrictions include the obligation that the retired annuitant not work more than 960 hours during a fiscal year and that his or her work be of limited duration.

A retired annuitant performing work for the City that exceeds the employment limitations set forth in the Government Code is considered unlawfully employed, which can result in mandatory reinstatement from retirement, retroactive to the date the unlawful employment began to occur. If reinstated, Planning Consultant John Stoufer will be required to reimburse CalPERS the amount of retirement allowance received during the period of unlawful employment as well as the member contributions that would have been paid to CalPERS during that time. Additionally, the CalPERS employer (City of Corning), would be required to pay the employer contributions plus interest owed retroactively to the reinstatement date.

The Independent Contractor Agreement, although not required, builds in provision that attempt to limit the risk of violating any employment limitations of a retired annuitant. This includes imposing a limited term (12 months) with no automatic right to renewal, and restricting the hours worked to no more than 960 hours. These provisions are added to ensure that the City is already adhering to the retired annuitant limitations should there ever exist a finding by an administrative body or court of competent jurisdiction that declares John Stoufer a common law employee of the City of Corning.

STAFF RECCOMENDATION:

That the City Council:

- **ADOPT RESOLUTION NO. 06-28-2016-04; and**
- **APPROVE THE ATTACHED AGREEMENT WITH JOHN STOUFER AS AN INDEPENDENT CONTRACTOR DBA JBS PLANNING CONSULTANT SERVICES THROUGH JUNE 30, 2017 AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.**

RESOLUTION NO.: 06-28-2016-04

**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 desires to perform certain planning consultancy work for the City of Corning on an Independent Contractor basis.

WHEREAS, all CalPERS retirees can work as an employee of a CalPERS employer without reinstatement from retirement as a retired annuitant. The retired annuitant employment requirements are, among others, as follows: (1) You have specialized skills needed to perform work of limited duration or your employment is needed during an emergency to prevent stoppage of public business, (2) and that the retired annuitant's hours worked do not exceed 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined.

WHEREAS, CalPERS Circular Letter 200-002-14 clarifies that a retiree performing work as an Independent Contractor, Consultant or Employee of a third-party employer is not subject to retired annuitant limitations so long as the retiree is not a common law employee of the CalPERS employer.

WHEREAS, If hired as an employee of the City, Planning Consultant Stoufer would be considered a retired annuitant through the California Public Employees Retirement System (PERS) and therefore subject to the limitations of our State's Government code; however, Planning Consultant John Stoufer is not being hired as an employee of the City of Corning, but rather as an Independent Contractor who will perform work for others outside of the City of Corning, and who will retain control over the manner and methods in which the planning work is completed for the City of Corning on a project by project basis.

WHEREAS, the Independent Contractor Agreement sets forth the basis of the Independent Contractor arrangement, and how the Independent Contractor designation will remain during the term of the agreement.

WHEREAS, retiree employment found to be in violation of the retirement law and regulations is unlawful employment and could result in mandatory reinstatement from retirement, retroactive to the date the unlawful employment occurring. If reinstated, Planning Consultant John Stoufer will be required to reimburse CalPERS the amount of retirement allowance received during the period of unlawful employment and the member contributions that would have been paid to CalPERS. Additionally, the CalPERS employer (City of Corning), would be required to pay the employer contributions plus interest owed retroactive to the reinstatement date.

WHEREAS, the City of Corning acknowledges the impact of unlawfully employing a retired annuitant and therefore desires to limit the duration and annual hours (during a fiscal year) worked by Planning Consultant John Stoufer. The City imposes these obligations in the Independent Contractor Agreement, although unnecessary, to insure that the City is protected should a determination by a court, or body of competent jurisdiction, find Planning Consultant John Stoufer to be a common law employee of the City of Corning and therefore subject to the employment limitations of a retired annuitant.

NOW, THEREFORE BE IT RESOLVED, that the City Council declares that for the period of **July 1, 2016 through June 30, 2017**, Planning Consultant, John Stoufer, has skills needed to perform the planning work for the City of Corning in the manner and methods he elects, and that possesses the skills that are critically needed to perform presently existing planning tasks, including the following:

1. Assist with the construction administration for the 2015 CDBG Street Paving Project.

2. Assist with the preparation of a Five-Year Housing Element update as mandated by State Law.
3. Work with Staff on the application and completion of bike and pedestrian transportation improvement grants and any other specialized planning projects brought to the City of Corning.

BE IT FURTHER RESOLVED, that the City elects to limit the number of hours Planning Consultant John Stoufer will work during a fiscal year to 960 or less hours, and that the Independent Contractor Agreement be for a 12-month term and not subject to automatic renewal.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to execute the attached Independent Contractor Agreement between the City of Corning and JBS Consulting and Planning Service.

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 **28th day of June, 2016** by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, **Lisa M. Linnet**, City Clerk of the City of Corning, California, **DO HEREBY CERTIFY** that the foregoing Resolution was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the **28th day of June, 2016** by the votes listed above.

Lisa M. Linnet, City Clerk

Reviewed by City Manager: KM 06/24/16	Reviewed by City Attorney: JB 06/24/16
Reviewed by Planning:	Reviewed by Public Works:

**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, 2016, 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 to aid in the performance of land use and planning services performed.
- 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 on matters of planning and land use.
- 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 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.
- Assist with construction administration for the 2015 CDBG Street Paving Project.

Reviewed by City Manager: KM 06/24/16	Reviewed by City Attorney: JB 06/24/16
Reviewed by Planning:	Reviewed by Public Works:

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- 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 on matters of planning and land use.
- 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 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.
- Assist with construction administration for the 2015 CDBG Street Paving Project.

- Assist in the preparation of a Five-Year Housing Element update as mandated by State law.
- Work with Staff on the application bike and pedestrian transportation improvement grants.

CONSULTANT will not perform managerial or front counter attendance 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 collective hours for all local agency work performed 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 with this bullet point deemed struck from the contract as null and void.

TERM: This Agreement shall be on a temporary basis for a one year term beginning July 1, 2016 and ending on June 30, 2017, 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 30th 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.

COMMON LAW EMPLOYEE AND CalPERS PAYMENT: If PLANNING CONSULTANT'S employment is found to be in violation of the retirement law and regulations, and is unlawful employment that results in mandatory reinstatement from retirement, retroactive to the date the unlawful employment occurring. PLANNING CONSULTANT will be required to reimburse CalPERS the amount of retirement allowance received during the period of unlawful employment and the member contributions that would have been paid to CalPERS. Such obligation is not the responsibility of CITY. CITY, however, would be required to pay the employer contributions plus interest owed retroactive to the reinstatement date, but nothing more.

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: Kristina Miller, 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

Kristina Miller, City Manager
City Clerk, Lisa Linnet, authorized to sign on behalf of City Manager

JOHN STOUFER, Consultant

Approved as to form and content:

Jody Burgess, City Attorney

Attest:

Lisa M. Linnet, City Clerk

**ITEM NO: K-15
ADOPT RESOLUTION NO. 06-28-2016-01
AND APPROVE 2016-2017 PROGRAM OF
SERVICE AND ANNUAL BUDGET**

JUNE 28, 2016

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

FROM: KRISTINA MILLER, CITY MANAGER

SUMMARY:

The Annual Budget for 2016-2017 was presented to the City Council on June 14, 2016 for adoption tonight following review and work by the City Council and City Staff. The Resolution incorporates the budget document presented to the City Council at its regular meeting on June 14, 2016.

The Budget represents the financial plan that supports the "Program of Service" defining the City Council's policies for the delivery of service in the Community.

Since Measure A passed, the budget proposed includes funding to continue all City operations as is. Capital expenditures are proposed to be delayed one fiscal year to allow the City to improve its financial condition.

The 2016 street project (in the East Street area) awarded by the Council at the April 26, 2016 City Council meeting will not be completed by the end of fiscal year 2015/2016. Staff will return with a budget adjustment at a later date. A budget adjustment will also be made once the cost of the Clark Park Restroom project is better realized. Neither of these projects have any effect on the General Fund.

The Plan of Service and Annual Budget presented on June 14, 2016 includes:

- Continue "full-time", municipal operations-without employee furloughs. No new personnel will be hired and no lay-offs will occur.
- Continue the independent half-time Planning Consultant arrangement.
- Does not earmark any Capital Improvement and Replacement Item funding for future expenditure.
- An estimated \$42,450 in savings in electricity for general fund accounts and \$10,800 for the sewer account from the solar installation project. This will offset increases in electricity costs.
- Increases the City's Operating Reserve from approximately \$566,847 to \$708,621.

ACTION NEEDED AT THIS TIME:

Immediately following this Staff Report is the Resolution of the City Council adopting the Budget for the Program of Service for the coming Fiscal Year, 2016-2017. Only the General Fund, 001, is discretionary in its use. All of the other Funds listed are special purpose Funds dedicated by the City Code or State Law to a particular use like road maintenance or sewer maintenance.

The Budget Resolution sets the Appropriation of expected Revenue for each Fund. A Fund represents a specific revenue source such as "Sec. 2106 Gas Tax" or in the General Fund, a group of revenue sources like Sales Tax and Property Tax. Then the Resolution establishes the limit on expenditures as reflected in the budget. The third column (Net Change in Fund Balance) represents the period increase or decrease in estimated revenues less appropriated expenditures and does not represent the projected fund balance at June 30, 2017. Grand totals have not been provided. Due to the unique nature of each fund, including a grand total would not provide any beneficial information. Actual Fund balances are shown in the Annual Audit.

RECOMMENDATION

MAYOR AND COUNCIL ADOPT RESOLUTION 06-28-2016-01 SETTING THE APPROPRIATION AND EXPENDITURE LIMITS FOR ALL CITY FUNDS TO IMPLEMENT THE 2016-2017 PROGRAM OF SERVICE AND ANNUAL BUDGET.

RESOLUTION NO.: 06-28-2016-01
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
ADOPTING THE ANNUAL PROGRAM OF SERVICES AND CITY BUDGET
FOR FISCAL YEAR 2016-2017

WHEREAS, the draft Budget and Program of Service for Fiscal Year 2016-2017 was posted to the City's website (www.corning.org) on June 10th and is being presented to the City Council for review and discussion tonight, June 28, 2016. Tonight's Regular Council Meeting affords the Council the opportunity for further public discussion and possible adoption.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Corning approves the Annual Program of Service and Budget, with changes, by adopting the Appropriations and Expenditures for each City Fund as listed in the following table:

FUND DESCRIPTION	ESTIMATED REVENUE AND TRANSFERS	APPROPRIATED EXPEND. & TRANS	NET CHANGE IN FUND BALANCE
001 General Fund	\$4,856,510	\$4,714,736	\$ 141,774
071 PD Equip. Replace. Fund	\$ 100	\$ 9,850	\$ (9,750)
072 ACO F & A	\$ 3,000	\$ 3,000	\$ -0-
073 Proposition 30, Police	\$ -0-	\$ 10,000	\$ (10,000)
076 Fire Equip Replace. Fund	\$ 100	\$ -0-	\$ 100
078 PW Equip Replace. Fund	\$ 17,100	\$ 17,500	\$ (400)
080 Business License ADA	\$ 100	\$ 200	\$ (100)
105 Rural Planning	\$ 21,000	\$ 12,000	\$ 9,000
108 Federal RSTP	\$ 53,100	\$ 61,415	\$ (8,315)
109 Gas Tax	\$ 48,000	\$ 75,347	\$ (27,347)
110 Gas Tax / 2106	\$ 28,100	\$ 42,439	\$ (14,339)
111 Gas Tax / 2107	\$ 66,600	\$ 78,260	\$ (11,660)
112 Gas Tax	\$ 2,000	\$ 2,000	\$ -0-
114 Tr. Sales Tax	\$ 104,900	\$ 124,200	\$ 19,300
115 Gas Tax 2103	\$ 18,100	\$ 64,700	\$ (46,600)
116 Traffic Mitigation Fees	\$ 5,000	\$ 1,000	\$ 4,000
166 BCJI Program	\$ 454,800	\$ 461,608	\$ (6,808)
323 Prog. Income Unrestricted	\$ 10,000	\$ -0-	\$ 10,000
325 Program Income ED	\$ 6,500	\$ 4,000	\$ 2,500
326 Program Income General	\$ 500	\$ -0-	\$ 500
328 Housing Rehab. RLF	\$ 500,000	\$130,000	\$ 370,000
341 Park Acquisition	\$ 5,100	\$ 4,000	\$ 1,100
344 Salado Wall	\$ 200	\$ -0-	\$ 200
345 Drainage	\$ 11,000	\$ 11,000	\$ -0-
346 Water Capital Improve.	\$ 6,500	\$ 18,000	\$ (11,500)

<u>FUND DESCRIPTION</u>	<u>ESTIMATED REVENUE AND TRANSFERS</u>	<u>APPROPRIATED EXPEND. & TRANS</u>	<u>NET CHANGE IN FUND BALANCE</u>
347 Sewer Capital Improve.	\$ 2,500	\$ 2,000	\$ 500
348 WWTP Sewer	\$ 260,500	\$ 236,000	\$ 24,500
352 Park & Rec. Revolving Fund	\$ 500	\$ 2,000	\$ (1,500)
353 Park Recycling Grant	\$ -0-	\$ 5,000	\$ (5,000)
355 Parkland Acquisition	\$ 600	\$ 15,000	\$ (14,400)
359 Streetscape	\$ 2,195,000	\$ 2,195,000	\$ -0-
370 Way Finding Sign Deposit	\$ -0-	\$ 1,200	\$ (1,200)
380 WWTP Capital Replace	\$ 85,300	\$ 75,000	\$ 10,300
381 Sewer Capital Replace.	\$ 40,200	\$ 64,500	\$ (24,300)
383 Water Capital Replace.	\$ 79,000	\$ 202,000	\$ (123,000)
386 Short Lived Water Asset Repl.	\$ 27,000	\$ -0-	\$ 27,000
401 J. T. Levy	\$ 500	\$ 500	\$ -0-
403 Ridell Library Trust	\$ -0-	\$ 16,000	\$ (16,000)
610 Sewer Enterprise	\$ 1,828,843	\$ 1,751,417	\$ 77,426
615 Solid Waste	\$ 452,000	\$ 452,000	\$ -0-
620 Airport	\$ 27,979	\$ 21,200	\$ 6,779
625 Transportation Center	\$ 18,220	\$ 17,350	\$ 870
630 Water Enterprise	\$ 1,341,265	\$ 1,387,239	\$ (45,974)
632 Water Well Debt Reserve	\$ 2,800	\$ -0-	\$ 2,800
701 Lighting & Landscape Dist.	\$ 900	\$ 950	\$ (50)
702 Lighting & Landscape Dist.	\$ 7,280	\$ 4,000	\$ 3,280
703 Lighting & Landscape Dist.	\$ 3,000	\$ 7,200	\$ (4,200)
704 Lighting & Landscape Dist.	\$ 4,825	\$ 6,400	\$ (1,575)

BE IT FURTHER RESOLVED, that the City Council hereby maintains the following policies:

1. The Annual System Replacement commitment from the Sewer Enterprise Fund as mandated in the Federal Wastewater Treatment Plant Construction Grant is committed to pay debt service for Sewer Replacement Bonds.
2. Should Public Safety Sales Tax money be received this year, which was approved by the voters in Prop. 172, it shall be distributed to the Police Equipment Replacement Fund 071 and Fire Equipment Replacement Fund 076.
3. Should the State Indian Gaming money be received this year, it shall be deposited in the General Fund Revenue Acct. 001-4160 to be used for the funding of front-line law enforcement personnel costs.
4. Deposit Fire Dispatch Contract income into the General Fund revenue account 001-4671 to support the Fire Dispatch Center.

5. \$85,000 per year for Equipment Replacement shall be transferred from the Sewer Enterprise Fund 610 to the Wastewater Treatment Plant Capital Replacement Fund 380.
6. \$40,000 per year for Equipment Replacement shall be transferred annually from the Sewer Enterprise Fund 610 to the Sewer Capital Replacement Fund 381.
7. \$78,500 per year shall be transferred in from the Water Enterprise Fund 630 to the Water Capital Replacement Fund 383.
8. \$27,000 shall be transferred annually from the Water Capital Replacement Fund 383 to the Short Lived Water Asset Replacement Fund 386, as required by the USDA Rural Utilities Service 2011 COP bond covenants.
9. \$2,800 shall be transferred annually as a part of the 2011 Water Well COP Debt Service from the Water Enterprise Fund 630 to the Water Well Loan Debt Service Reserve Fund 632 as required by the USDA Rural Utilities Service 2011 COP Bond Covenants.
10. The \$5,000 Annual rent for PAL Program Use shall be paid to the Transportation Center Fund 625 by the General Fund 001-6600-2201 PAL Program.
11. \$240,000 shall be transferred annually from Sewer Enterprise Fund 610 to WWTP Expansion Fund 348 to cover current 2005 COP Debt Service for plant expansion as required by the Bond Covenants.
12. Transfer to the General Fund 001, the excess interest earned from the Solid Waste Fund 615, equal to the June 30, Fund 615 balance less the amount payable to Waste Management, Inc.
13. NO CHANGE to the General Fund Reserve. A transfer to the General Fund reserve will be proposed at the end of fiscal year 2016/2017.
14. Following is a listing of City Funds which are complete, inactive or unusual in nature, along with the necessary action: None at this time, will make recommendations during the mid-year budget review.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning, held on June 28, 2016, by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution No. 06-28-2016-01 was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the June 28, 2016 by the votes listed above.

Lisa M. Linnet, City Clerk