



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, JUNE 9, 2015
CITY COUNCIL MEETING
HAS BEEN MOVED
TO
CORNING UNION HIGH SCHOOL
NORTH GYMNASIUM
643 BLACKBURN AVENUE**

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 Gary Strack.

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

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

F. BUSINESS FROM THE FLOOR:

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the May 26, 2015 City Council Meeting with any necessary corrections.**
- 3. June 3, 2015 Claim Warrant - \$178,205.49.**
- 4. June 3, 2015 Business License Report.**
- 5. May 2015 Wages and Salaries: \$357,925.48.**
- 6. May 2015 Building Permit Valuation Report - \$353,201.78.**
- 7. May 2015 Treasurer's Report.**
- 8. May 2015 City of Corning Wastewater Operations Summary Report.**
- 9. Designation of League of California Cities Voting Delegate and Alternate.**
- 10. Resolution 06-09-2015-03 permitting continued service of Planning Consultant John Stoufer and approve 1-year Consulting Service Agreement.**
- 11. Approve Partial Payment Request No. 11 releasing the final retention funds in the amount of \$452 to Trent Construction and accept the Notice of Completion for Phase II of the Corning Community Park Project.**

12. Approve consolidation of Tehama County Sanitary Landfill Agency and the Tehama County/Red Bluff Landfill Management Agency and adopt the following two proposed Resolutions that accommodate this action:
 - a) Adopt Resolution 06-09-2015-01 terminating the City of Corning's Membership in the Tehama County Sanitary Landfill Agency; and
 - b) Adopt Resolution 06-09-2015-02 approving the City of Corning becoming a member of the Tehama County Solid Waste Management Agency and approving the amended and restated Joint Powers Agreement (JPA).

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

13. Opportunity for those Property Owners sent "Notices to destroy weeds and remove rubbish, refuse and dirt by the City to have their objections heard and given due consideration by the City Council.
14. Award the Bid for the 2015 CDBG (Community Development Block Grant) Paving Project to Stimpel-Wiebelhaus and approve Contract Change Order #1 decreasing the contract amount by \$14,550.88 for a total contract amount of \$437,934.12.
15. Ordinance 659, an Ordinance allowing Insurance in lieu of Bonds. (Second reading and adoption.)
16. Ordinance 660, an Ordinance declaring a Stage II Drought Condition and amending, in part, Chapter 13.14 of the Corning Municipal Code water use regulations effective during Stage II Drought Conditions. (Second reading with requested amendments and adoption.)
17. Approve Emergency Water Services Agreement to Paskenta Community Services District located within Tehama County.
18. Approve the relocated site of the Solar Array Farm at the Wastewater Treatment Plant.
19. Study Session: 2015-2016 Budget Preparation – focusing on General Fund Revenues and Expenditures and options for services.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

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

Dickison:

Linnet:

Cardenas:

Smith:

Strack:

N. ADJOURNMENT!:

POSTED: FRIDAY, JUNE 5, 2015



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, MAY 26, 2015
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

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

D. INVOCATION: Led by Councilman Tony Cardenas.

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

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

F. BUSINESS FROM THE FLOOR: None.

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the following City Council Meeting with any necessary corrections:
 - a) April 28, 2015; and**
 - b) May 12, 2015****
- 3. May 20, 2015 Claim Warrant - \$102,467.85.**
- 4. May 20, 2015 Business License Report.**

Councilor Linnet moved to approve Consent Agenda Items 1-4; Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. REGULAR AGENDA:

- 5. Approve Annual Agreement with 3CORE Economic Development District at a cost of \$5,500.**

City Manager John Brewer confirmed that the proposed Agreement includes an increase of \$500 over the previous year's Agreement. He briefed the Council on the services provided by 3CORE and encouraged the Council to continue the partnership. He explained that although the Agreement costs have increased by \$500, he will not be recommending continuation of the annual \$2,500 for Tehama Economic Development Corp. (TEDC) in the 2015-16 Budget as a result of confirmation by the County of their planned discontinuation of annual funding participation next year.

Councilor Cardenas moved to approve the annual participation in 3CORE, and commit \$5,500 from the City's General Fund as the City's share of the local grant match. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

6. Introduction of Ordinance 659, an Ordinance allowing Insurance in lieu of Bonds. (First Reading)

City Attorney Jody Burgess briefed the Council on the associated regulations relating to this issue. He provided an explanation of the required process and stated that the City would benefit through a cost savings and increased liability coverage with the proposed change from Bonds to Insurance. Councilor Dickison motioned for the City Clerk to:

- Read Ordinance 659 by Short Title;
- Introduce Ordinance 659, an Ordinance proposing to allow the use of Insurance in lieu of Posting Bonds; and
- Set June 9, 2015 as the date for the second reading and proposed adoption of this Ordinance.

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

7. Introduction of Ordinance 660, an Ordinance declaring a Stage II Drought Condition and amending, in part, Chapter 13.14 of the Corning Municipal Code water use regulations effective during Stage II Drought Conditions.

City Manager John Brewer briefed the Council on the proposed Ordinance 660. He explained the proposed amendments under the proposed Ordinance which limits outdoor watering to no more than two (2) days per week, mandates watering be between the hours of 8 p.m. and 8 a.m., and explains the consequences of non-compliance.

Mayor Strack suggested 3 days rather than the 2 days for outdoor watering. He then questioned Public Works Director Dawn Grine about the status of the City's well standings and whether the existing wells are deep enough. She responded stating that they have dropped a little, but the City's wells are currently deep enough. Councilor Cardenas suggested the requirement of drought tolerant landscaping on new development rather than requiring a delay of landscaping installation until drought conditions are lifted. He also asked the repercussions to the City's revenues from water sales and whether it will cause the need to raise rates? City Manager Brewer responded that he and the City's contract accountant are currently looking into this. Councilor Cardenas suggested that it might be better received by our rate payers to offer an incentive. Councilor Linnet asked if the limit is per lot, as he currently waters his front yard one day and the back another.

Jerry Lequia concurred with the Mayor's suggestion of changing the watering limits to 3 days per week rather than 2.

Following discussion, City Manager Brewer confirmed that the approved Ordinance amendments are:

- 13.14.030 (A) (1) "to no more than three (3) days per week; and
- 13.14.030 (B) "for internal purposes, or if used outside the onsite structure for landscaping, it shall be used to irrigate landscape features that are drought tolerant (xeriscape) plants until drought conditions are lifted."

There was also discussion of the penalties and difficulties for Staff to "monitor and police". It was also suggested to add to information relating to this Ordinance and the Stage II Drought Conditions to the annual water report.

Diane Robertson asked about watering vegetable gardens; she was informed that was exempt as it doesn't fall under "ornamental landscape". Ryan Reilly asked when it would be lifted; he was informed it would be lifted when the State lifts the Stage II Drought Conditions.

Councilor Dickison moved to:

- Waive the first reading and introduce Ordinance 660, an Ordinance amending Chapter 13.14 of the Corning Municipal Code (in part); Declaring Stage II Drought Conditions and Implementing Stage II Water Use Regulations in the City of Corning; and
- Find and declare that the property at Phase 2 of the Corning Community Park, also known as Lennox Fields, is temporarily exempt from watering days and hours limitations of Ordinance 660. This exemption shall expire six months after implementation of Ordinance 660 unless extended by action of the City Council; and

Include the following amendments:

- Section 13.14.030, (A)(1) to “no more than three days per week” **instead** of the stated “two days per week”; and
- Section 13.14.030, (B) **removing** “and that the landscaping must be delayed until drought conditions are lifted” and **replace with** “or if used outside the onsite structure for landscaping, it shall be used to irrigate landscape features that are drought tolerant (xeriscape) plants until drought conditions are lifted.”

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

8. Approve Emergency Access to water for Paskenta Community Services, a District within the County of Tehama.

It was confirmed that the City provided water to Paskenta from July through December of 2014 per Council authorization. Mr. Brewer stated that the current arrangement will expire at the end of June 2015 and stated that Janet Zornig from the Paskenta District is present to answer any questions. Mr. Brewer also suggested postponing a decision on this item until he and the City Attorney could put together a formal contract. Ms. Zornig also stated that last year the Community members of Paskenta did not use the full 20,000 gallons a day, they were very good at conserving. By consensus this item will be postponed until the next meeting in June. **No action was taken at this time.**

9. Adopt Resolution 05-26-2015-01, a Resolution declaring a public nuisance on 37 properties within the City and authorizing the Fire Chief to initiate abatement procedures.

City Attorney Jody Burgess explained that this is the first step as outline in Ordinance 656 adopted on October 14, 2014 that allows the Fire Chief to post notices providing 7 days to abate before the City can step in. Councilwoman Smith stated that the field between Colusa and North Street is not on the list. Mr. Burgess confirmed that any additional properties requiring action will need to be brought back before the Council with another Resolution before any action can be taken towards those property owners.

Councilor Cardenas moved to adopt Resolution 05-26-2015-01, declaring the following: A public nuisance exists on the properties listed on the attached exhibit “A”; 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 Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

K. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None

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

Dickison: Stated that the scheduled LAFCO meeting had been cancelled and then reported on the May 21st Tehama County Community Action Tripartite Board Meeting.

Linnet: Stated that he had cleaned a couple of areas tagged with graffiti; and reported that the JPA 1 meeting was cancelled. He then spoke regarding the reference to cutting the Fire Dispatch suggested at the previous meeting and suggested cutting in other areas. He stated he has spoken to both the Fire and Police Chiefs in regards to this matter and suggests looking at other areas rather than personnel. Mayor Strack suggested adopting the budget and then seriously looking at where to save General Fund dollars.

Cardenas: Announced that the Farmers Market begins on June 4th at Northside Park.

Smith: Nothing other than thanking everyone for their prayers recently.

Strack: Announced the 10 a.m. dedication at Lennox Fields.

M. ADJOURNMENT!: 7:17 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: June 3, 2015

SUBJECT: Cash Disbursement Detail Report for the
Tuesday June 9, 2015 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

| | | | |
|----|-----------------------|-----------------|--------------|
| A. | Cash Disbursements | Ending 05-29-15 | \$ 25,356.60 |
| B. | Payroll Disbursements | Ending 05-28-15 | \$ 83,181.98 |
| C. | Cash Disbursements | Ending 06-02-15 | \$ 32,597.87 |
| D. | Cash Disbursements | Ending 06-03-15 | \$ 37,069.04 |

GRAND TOTAL \$ 178,205.49

REPORT.: May 29 15 Friday
 RUN..... May 29 15 Time: 15:14
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-15 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information Description |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|-----------|---------------------------------|
| 020370 | 05/21/15 | COM01 | COMPUTER LOGISTICS, INC | 1955.00 | .00 | 1955.00 | 65085 | MACH/EQUIP- |
| | | | | 6507.50 | .00 | 6507.50 | 64922/723 | MACH/EQUIP-FINANCE |
| | | | | 5535.86 | .00 | 5535.86 | QUOTE3337 | MACH/EQUIP-FINANCE |
| | | | Check Total..... | 13998.36 | .00 | 13998.36 | | |
| 020371 | 05/22/15 | VAL07 | VALLEY VETERINARY CLINIC, | 164.00 | .00 | 164.00 | 128559 | K-9 PROGRAM-POLICE |
| 020372 | 05/22/15 | WHI02 | WHITE JR, JAMES A. | 550.94 | .00 | 550.94 | 150522 | TRAINING/ED-POLICE |
| 020373 | 05/27/15 | ACM02 | ACME RIGGING & SUPPLY CO. | 187.25 | .00 | 187.25 | 270437 | MAT & SUPPLIES |
| 020374 | 05/27/15 | BAS01 | BASIC LABORATORY, INC | 126.00 | .00 | 126.00 | 1504827 | ProfServices Water Dept |
| 020375 | 05/27/15 | CAR12 | CARREL'S OFFICE MACHINES | 8.31 | .00 | 8.31 | 134286 | MAT & SUPPLIES - LIBRARY |
| 020376 | 05/27/15 | DEP03 | DEPT OF TRANS/CAL TRANS | 5449.01 | .00 | 5449.01 | 15007563 | Equip.Maint. St&Trf Light |
| 020377 | 05/27/15 | ENT01 | ENTENMANN-ROVIN CO. | 16.84 | .00 | 16.84 | 0108536IN | UNIFORMS/CLOTH - POLICE |
| 020378 | 05/27/15 | FEA03 | FEATHER RIVER HOSPITAL | 356.00 | .00 | 356.00 | 150519 | PROF/SRVCS - DISPATCH |
| 020379 | 05/27/15 | GRA02 | GRAINGER, W.W., INC | 59.99 | .00 | 59.99 | 270437 | MAT & SUPPLIES -PARKS |
| 020380 | 05/27/15 | KNI00 | KNIFE RIVER CONSTRUCTION | 407.76 | .00 | 407.76 | 159023 | MAT & SUPPLIES - STR |
| 020381 | 05/27/15 | LNC01 | LN CURTIS & SONS | 246.77 | .00 | 246.77 | 135527800 | SAFETY ITEMS - FIRE |
| 020382 | 05/27/15 | MCD01 | MCDANIEL SIGN COMPANY | 26.88 | .00 | 26.88 | 3566 | MAT & SUPPLIES / ACO |
| 020383 | 05/27/15 | NOR10 | NICOLINO CLEMENTE | 512.66 | .00 | 512.66 | 4399 | SAFETY ITEMS /POLICE |
| | | | | 79.86 | .00 | 79.86 | 4400 | BLDG MAINT - FIRE |
| | | | | 15.00 | .00 | 15.00 | 4403 | EXTINGUISHER SRVCD(CITY HA |
| | | | | 30.00 | .00 | 30.00 | 4404 | EXTINGUISHER SRVC/ TRAN C |
| | | | Check Total..... | 637.52 | .00 | 637.52 | | |
| 020384 | 05/27/15 | OFF01 | OFFICE DEPOT | 8.99 | .00 | 8.99 | 769148872 | Office Supplies Policedis |
| | | | | 110.67 | .00 | 110.67 | 771877167 | Office Supplies Policedis |
| | | | Check Total..... | 119.66 | .00 | 119.66 | | |
| 020385 | 05/27/15 | PGE2A | PG&E | 57.19 | .00 | 57.19 | 150518 | ELECT - BLUE HERON CT |
| 020386 | 05/27/15 | TAS00 | TASER INTERNATIONAL, INC. | 2739.41 | .00 | 2739.41 | ST1400284 | SAFETY ITEMS / POLICE |
| 020387 | 05/27/15 | WAL05 | SERGE V. DANA, D.V.M. | 70.00 | .00 | 70.00 | 274735 | SPAY/NEUTER VOUCHER PROG |
| 020388 | 05/29/15 | \B076 | BARGER, SHAWNA | 20.44 | .00 | 20.44 | 000B50501 | MQ CUSTOMER REFUND FOR BA |

REPORT.: May 29 15 Friday
 RUN....: May 29 15 Time: 15:14
 Run By.: LORI

CITY OF CORNING

Cash Disbursement Detail Report
 Check Listing for 05-15 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information Description |
|--------------|------------|---------------|---------------------|--------------|-----------------|------------|-----------|---------------------------------|
| 020389 | 05/29/15 | \D030 | DAILY, MALLORY | 9.25 | .00 | 9.25 | 000B50501 | MQ CUSTOMER REFUND FOR DA |
| 020390 | 05/29/15 | \J084 | JAMISON PROPERTIES, | 20.14 | .00 | 20.14 | 000B50501 | MQ CUSTOMER REFUND FOR JA |
| 020391 | 05/29/15 | \M129 | MCGEE, GERALD | 3.27 | .00 | 3.27 | 000B50501 | MQ CUSTOMER REFUND FOR MC |
| 020392 | 05/29/15 | \M130 | MITCHELL, GARY | 19.81 | .00 | 19.81 | 000B50501 | MQ CUSTOMER REFUND FOR MI |
| 020393 | 05/29/15 | \M131 | MORTON, ANNAMARIE | 23.89 | .00 | 23.89 | 000B50501 | MQ CUSTOMER REFUND FOR MO |
| 020394 | 05/29/15 | \R081 | RUIZ, JESUS, | 37.91 | .00 | 37.91 | 000B50501 | MQ CUSTOMER REFUND FOR RU |

Cash Account Total.....: 25356.60 .00 25356.60

Total Disbursements.....: 25356.60 .00 25356.60

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

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information- Description |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|-----------|----------------------------------|
| 6748 | 05/27/15 | AME20 | AMERICAN WEST BANK | 5196.96 | .00 | 5196.96 | B50526 | HSA DEDUCTIBLE |
| 6749 | 05/27/15 | BAN03 | POLICE OFFICER ASSOC. | 225.00 | .00 | 225.00 | B50526 | POLICE OFFICER ASSOC |
| 6750 | 05/27/15 | CAL37 | CALIFORNIA STATE DISBURSE | 430.61 | .00 | 430.61 | B50526 | WITHHOLDING ORDER |
| 6751 | 05/27/15 | EDD01 | EMPLOYMENT DEVELOPMENT | 4070.89 | .00 | 4070.89 | B50526 | STATE INCOME TAX |
| | | | | 1059.18 | .00 | 1059.18 | 1B50526 | SDI |
| | | | Check Total..... | 5130.07 | .00 | 5130.07 | | |
| 6752 | 05/27/15 | ICM01 | ICMA RETIREMENT TRUST-457 | 1943.17 | .00 | 1943.17 | B50526 | ICMA DEF. COMP |
| | | | | 62.50 | .00 | 62.50 | 1B50526 | ICMA DEF. COMP ER PD |
| | | | Check Total..... | 2005.67 | .00 | 2005.67 | | |
| 6753 | 05/27/15 | PERS1 | PUBLIC EMPLOYEES RETIRE | 24167.44 | .00 | 24167.44 | B50526 | PERS PAYROLL REMITTANCE |
| 6754 | 05/27/15 | PERS4 | Cal Pers 457 Def. Comp | 1493.64 | .00 | 1493.64 | B50526 | PERS DEF. COMP. |
| | | | | 112.50 | .00 | 112.50 | 1B50526 | PERS DEF. COMP. ER P |
| | | | Check Total..... | 1606.14 | .00 | 1606.14 | | |
| 6755 | 05/27/15 | STA04 | STATE OF CALIFORNIA | 608.50 | .00 | 608.50 | B50526 | WAGEASN 1107012828 |
| 6756 | 05/27/15 | VAL06 | VALIC | 1631.82 | .00 | 1631.82 | B50526 | AIG VALIC P TAX |
| | | | | 87.50 | .00 | 87.50 | 1B50526 | AIG VALIC P TAX ER P |
| | | | Check Total..... | 1719.32 | .00 | 1719.32 | | |
| 6757 | 05/28/15 | AFL01 | AMERICAN FAMILY LIFE | 2955.30 | .00 | 2955.30 | B50531 | AFLAC INS. PRE TAX |
| | | | | 362.80 | .00 | 362.80 | 1B50531 | AFLAC INS. AFTER TAX |
| | | | Check Total..... | 3318.10 | .00 | 3318.10 | | |
| 6758 | 05/28/15 | BLU02 | BLUE SHIELD OF CALIFORNIA | 24218.00 | .00 | 24218.00 | B50531 | MEDICAL INSURANCE |
| 6759 | 05/28/15 | CIT01 | CITY OF CORNING | 6.00 | .00 | 6.00 | B50531 | CHGS FOR WAGE ATCHMT |
| 6760 | 05/28/15 | MUT00 | MUTUAL OF OMAHA | 487.20 | .00 | 487.20 | B50531 | LIFE INSURANCE |
| 6761 | 05/28/15 | OEU01 | OPERATING ENGINEERS #3 | 8105.00 | .00 | 8105.00 | B50531 | MEDICAL INSURANCE |
| 6762 | 05/28/15 | OEU02 | OPERATING ENG. (DUES) | 300.00 | .00 | 300.00 | B50531 | UNION DUES MGMT |
| | | | | 780.00 | .00 | 780.00 | 1B50531 | UNION DUES POLICE |
| | | | | 416.00 | .00 | 416.00 | 2B50531 | UNION DUES DISPATCH |
| | | | | 686.00 | .00 | 686.00 | 3B50531 | UNION DUES-MISC |
| | | | Check Total..... | 2182.00 | .00 | 2182.00 | | |
| 6763 | 05/28/15 | PRI04 | PRINCIPAL | 3208.24 | .00 | 3208.24 | B50531 | DENTAL INSURANCE |

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Description |
|---------------------------|------------|---------------|-------------|--------------|-----------------|------------|-----------|------------------|
| 6763 | 05/28/15 | PRI04 | PRINCIPAL | 567.73 | .00 | 567.73 | 1B50531 | VISION INSURANCE |
| Check Total.....: | | | | 3775.97 | .00 | 3775.97 | | |
| Cash Account Total.....: | | | | 83181.98 | .00 | 83181.98 | | |
| Total Disbursements.....: | | | | 83181.98 | .00 | 83181.98 | | |

REPORT.: Jun 02 15 Tuesday
 RUN....: Jun 02 15 Time: 10:29
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-15 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information Description |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|------------|---------------------------------|
| 020395 | 06/01/15 | COR07 | CORIN WILLITS SYSTEMS | 729.72 | .00 | 729.72 | 000B506011 | EQUIP MAINT-FINANCE |
| 020396 | 06/01/15 | COR09 | CORNING CHAMBER OF COMM. | 1000.00 | .00 | 1000.00 | 000B506011 | ECONOMIC DEVELOPMENT |
| 020397 | 06/01/15 | HAL05 | HALL, ROBERT | 104.70 | .00 | 104.70 | 000B506011 | PROF SVCS-FIRE DEPT |
| 020398 | 06/01/15 | KEN00 | KEN VAUGHAN & SONS | 1200.00 | .00 | 1200.00 | 000B506011 | LANDSCAPE MAINT- |
| 020399 | 06/01/15 | MAI00 | MAIRE & BURGESS | 5525.00 | .00 | 5525.00 | 000B506011 | CONSULTING SVCS-LEGAL SVC |
| 020400 | 06/01/15 | PIT01 | PITNEY BOWES | 173.21 | .00 | 173.21 | 000B506011 | EQUIP LEASE-FINANCE |
| 020401 | 06/01/15 | S&L00 | S & L BREWER ENTERPRISES | 200.00 | .00 | 200.00 | 000B506011 | K-9 PROGRAM - POLICE |
| 020402 | 06/01/15 | TLD01 | TEDC | 208.33 | .00 | 208.33 | 000B506011 | Economic Devel |
| 020403 | 06/01/15 | TOM03 | TOMLINSON JR., ROBERT L. | 54.70 | .00 | 54.70 | 000B506011 | PROF SVCS - FIRE DEPT |
| 020404 | 06/01/15 | WHI05 | WHITE GLOVE CLEANING SERV | 3115.00 | .00 | 3115.00 | 000B506011 | JANITORIAL SVCS- |
| 020405 | 06/02/15 | ATT14 | AT&T | 161.18 | .00 | 161.18 | 150523F | COMMUNICATIONS-FIRE |
| 020406 | 06/02/15 | BAS01 | BASIC LABORATORY, INC | 126.00 | .00 | 126.00 | 1505031 | ProfServices Water Dept |
| | | | Check Total..... | 418.00 | .00 | 418.00 | | |
| 020407 | 06/02/15 | FEA03 | FEATHER RIVER HOSPITAL | 221.00 | .00 | 221.00 | 150601 | EMP PHYSICALS-POOL |
| 020408 | 06/02/15 | HOM03 | HOME DEPOT | 57.02 | .00 | 57.02 | 3190668 | MAT & SUPPLIES-POOL |
| 020409 | 06/02/15 | KNI00 | KNIFE RIVER CONSTRUCTION | 314.96 | .00 | 314.96 | 159204 | MAT & SUPPLIES-STR |
| 020410 | 06/02/15 | MCC07 | MCCOY'S HARDWARE & SUPPLY | 255.59 | .00 | 255.59 | 150527 | MAT & SUPPLIES- |
| 020411 | 06/02/15 | MIR04 | MIRACLE UPHOLSTERY & DRAP | 250.00 | .00 | 250.00 | 520732 | VEH OP/MAINT-BLD & SAFETY |
| 020412 | 06/02/15 | NAP01 | NAPA AUTO PARTS | 28.79 | .00 | 28.79 | 150524F | BLD MAINT-FIRE |
| 020413 | 06/02/15 | NOR10 | NICOLINO CLEMENTE | 237.49 | .00 | 237.49 | 4401 | CERT OF EXTING-BLD MAINT |
| | | | Check Total..... | 47.36 | .00 | 47.36 | 4402 | BLD MAINT-FIRE |
| | | | Check Total..... | 284.85 | .00 | 284.85 | | |
| 020414 | 06/02/15 | NOR31 | NORM'S PRINTING | 73.80 | .00 | 73.80 | 015151 | OFFICE SUPPLIES-BLD & SAF |
| 020415 | 06/02/15 | PGE01 | PGE&E | 334.34 | .00 | 334.34 | 150528 | ELECT- |
| | | | Check Total..... | 73.28 | .00 | 73.28 | 150528A | ELECT-CORNING COMMUNITY P |

REPORT: Jun 02 15 Tuesday
 RUN...: Jun 02 15 Time: 10:29
 Run By: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-15 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information Description |
|---------------------------|------------|---------------|------------------------|--------------|-----------------|------------|-----------|---------------------------------|
| 020415 | 06/02/15 | PGE01 | PG&E | 3058.32 | .00 | 3058.32 | 150528B | ELECT- |
| Check Total.....: | | | | 3465.94 | .00 | 3465.94 | | |
| 020416 | 06/02/15 | PGE2B | PG&E | 7199.63 | .00 | 7199.63 | 150526 | ELECT-WWTP |
| 020417 | 06/02/15 | PIT03 | PITNEY BOWES, INC | 140.70 | .00 | 140.70 | 550273164 | MAT & SUPPLIES- |
| 020418 | 06/02/15 | SEI01 | SEILER, ROY R., CPA | 3985.20 | .00 | 3985.20 | 27093 | PROF SVCS-FINANCE |
| 020419 | 06/02/15 | STO07 | STOUFFER, JOHN BEDFORD | 3080.00 | .00 | 3080.00 | 150601 | PROF SVCS-PLANNING |
| 020420 | 06/02/15 | WAR05 | WARREN, DANA KARL | 350.55 | .00 | 350.55 | 150601 | REC INSTRUCTOR-REC |
| Cash Account Total.....: | | | | 32597.87 | .00 | 32597.87 | | |
| Total Disbursements.....: | | | | 32597.87 | .00 | 32597.87 | | |

REPORT.: Jun 03 15 Wednesday
 RUN....: Jun 03 15 Time: 11:47
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-15 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information-Description |
|--------------|------------|---------------|----------------------------|--------------|-----------------|------------|-----------|---------------------------------|
| 020421 | 06/03/15 | AND01 | ED ANDERSON | 600.00 | .00 | 600.00 | 14005 | PROF SVCS-ENG |
| | | | | 1840.00 | .00 | 1840.00 | 15001 | PROF SVCS-ENG |
| | | | Check Total..... | 2440.00 | .00 | 2440.00 | | |
| 020422 | 06/03/15 | ATT02 | AT&T | 1164.10 | .00 | 1164.10 | 150525 | COMMUNICATIONS- |
| 020423 | 06/03/15 | ATT14 | AT&T | 182.03 | .00 | 182.03 | 150523P | COMMUNICATIONS-POLICE |
| 020424 | 06/03/15 | ATT15 | AT&T MOBILITY | 482.62 | .00 | 482.62 | 150519 | COMMUNICATIONS- |
| 020425 | 06/03/15 | BUT05 | BUTTE CO PUBLIC HEALTH | 100.00 | .00 | 100.00 | 10492 | PROF SVCS-ACO |
| 020426 | 06/03/15 | CEN14 | CENTER FOR EVALUATION & R | 7000.00 | .00 | 7000.00 | 201178 | BCJI PROG-PROF SVCS |
| 020427 | 06/03/15 | CHE02 | CHEM QUIP, INC. | 880.20 | .00 | 880.20 | 5369926 | MAT & SUPPLIES-WTR |
| 020428 | 06/03/15 | COR01 | CORNING VETERINARY CLINIC | 489.14 | .00 | 489.14 | 46144 | PROF SVCS-ACO |
| 020429 | 06/03/15 | COR08 | CORNING LUMBER CO INC | 38.84 | .00 | 38.84 | 150525 | MAT & SUPPLIES- |
| 020430 | 06/03/15 | COR11 | CORNING SAFE & LOCK | 2.91 | .00 | 2.91 | 4645 | MAT & SUPPLIES-MECH MAINT |
| | | | | 2.41 | .00 | 2.41 | 4647 | MAT & SUPPLIES-POLICE |
| | | | Check Total..... | 5.32 | .00 | 5.32 | | |
| 020431 | 06/03/15 | COR45 | CORNING ACE HARDWARE | 452.54 | .00 | 452.54 | 150527 | MAT & SUPPLIES- |
| 020432 | 06/03/15 | DIA04 | DIAZ ASSOCIATES | 17188.00 | .00 | 17188.00 | 060115-02 | GEN PLAN UPDATE-PLANNING |
| 020433 | 06/03/15 | GRA02 | GRAINGER, W.W., INC | 68.98 | .00 | 68.98 | 974960190 | UNIFORMS/CLOTH-POLICE |
| 020434 | 06/03/15 | GRE02 | GREENDAY IRRIGATION & TUR | 300.00 | .00 | 300.00 | 15-0602 | LANDSCAPE MAINT- |
| 020435 | 06/03/15 | HOL04 | HOLIDAY MARKET #32 | 29.88 | .00 | 29.88 | 251321305 | MAT & SUPPLIES- |
| 020436 | 06/03/15 | LEH03 | LEHR AUTO ELECTRIC | 321.89 | .00 | 321.89 | 01 111401 | BCJI PROG-VOL PROG/EQUIP |
| 020437 | 06/03/15 | LK000 | LKQ NORTHERN CALIFORNIA | 118.25 | .00 | 118.25 | 66091582 | VEH OP/MAINT-POLICE |
| 020438 | 06/03/15 | NAP01 | NAPA AUTO PARTS | 233.53 | .00 | 233.53 | 150524 | MAT & SUPPLIES- |
| 020439 | 06/03/15 | NOR25 | NORTHERN LIGHTS ENRGY, INC | 2359.32 | .00 | 2359.32 | 146106 | VEH OP/MAINT- |
| | | | | 1832.59 | .00 | 1832.59 | 146139 | MAT & SUPPLIES- |
| | | | | 157.64 | .00 | 157.64 | 146140 | VEH OP/MAINT-FIRE |
| | | | Check Total..... | 4349.55 | .00 | 4349.55 | | |
| 020440 | 06/03/15 | RON03 | RON DUPRATT FORD | 195.48 | .00 | 195.48 | 826699 | VEH OP/MAINT-POLICE |

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Payment Information Description |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|-----------|---------------------------------|
| 020441 | 06/03/15 | TAS00 | TASER INTERNATIONAL, INC. | 422.53 | .00 | 422.53 | SI1401153 | SAFETY ITEMS-POLICE |
| 020442 | 06/03/15 | TH001 | THOMES CREEK ROCK CO | 232.31 | .00 | 232.31 | 150531 | MAT & SUPPLIES- |
| 020443 | 06/03/15 | UNI02 | UNIFORMS, TUXEDOS & MORE | 202.91 | .00 | 202.91 | 136348 | UNIFORMS/CLOTH-POLICE |
| 020444 | 06/03/15 | WES02 | WESTERN BUSINESS PRODUCTS | 44.99 | .00 | 44.99 | 048444 | EQUIP MAINT-FIRE DISPATCH |
| 020445 | 06/03/15 | XER00 | XEROX CORPORATION | 125.95 | .00 | 125.95 | 079843532 | EQUIP MAINT-POLICE |

Cash Account Total.....: 37069.04 .00 37069.04

Total Disbursements.....: 37069.04 .00 37069.04

Date.: Jun 3, 2015
 Time.: 12:01 pm
 Run by: LORI

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WIFMB

| Business Name | Address | CITY/STATE/ZIP | Contact Name | Business Desc. #1 | Business Start Date | Primary Teleph |
|---------------------------|-----------------------|---------------------|--------------|------------------------------------------------|---------------------|----------------|
| KEY REFRIGERATION CO 747 | ENTERPRISE COURT | LIVERMORE, CA 94550 | LEONARD | HEATING & AIR | 05/28/15 | (925) 294-8111 |
| K.S. FRANK CONSTRUCT 3 | GREG CT. | CHICO, CA 95928 | FRANK | GENERAL BUILDING CONTRACTOR | 05/28/15 | (530) 519-0155 |
| LUCKY CLOSET | 1210 SOLANO ST. STE A | CORNING, CA 96021 | BARRIGA | CLOTHING STORE | 05/28/15 | (530) 588-5806 |
| SOLAR SERVICE CENTER 2407 | RESEARCH DR. | LIVERMORE, CA 94550 | WILLIAMS | SOLAR/ELECTRICAL | 05/28/15 | (951) 255-5469 |
| TONAYA DISTRIBUTION 1708 | SOLANO ST | CORNING, CA 96021 | MONTEZ | JOHNATH DISTILLED SPIRITS, IMPORTER, WHOLESALE | 06/01/15 | (530) 781-2301 |
| VIVINT SOLAR DEVELOP 411 | OTTERTSON DR. STE. 60 | CHICO, CA 95928 | | SOLAR | 05/28/15 | (855) 877-2974 |

6/1/2015
8:56:48AM

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 5/1/2015 thru 5/31/2015

| Owner and Address | Parcel Number | Issued On | Valuation |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------|-----------|
| CITY OF CORNING 103 E FIG LN CORNING CA 96021 Permit Description: INSTALL CAT 5 CABLE & UNIVERSAL RING MOI | 7326030 Site Street Address: 103 E FIG LN | 5/11/2015 | 6,000.00 |
| JEFF RUBIE 650 FAIRVIEW AVE CORNING CA 96021 Permit Description: C/O 5 HVAC UNITS | 7109104 Site Street Address: 650 FAIRVIEW AVE | 5/6/2015 | 19,835.00 |
| CRYSTAL LINNET 474 FIRST ST CORNING CA 96021 Permit Description: ADD ROOF MOUNT SOLAR | 7303206 Site Street Address: 474 FIRST ST | 5/1/2015 | 57,657.78 |
| RICK THORTON 1644 RICE AVE CORNING CA 96021 Permit Description: ADD FRONT YARD FENCE | 7116204 Site Street Address: 1644 RICE AVE | 5/5/2015 | 700.00 |
| BRYAN REDDISH 915 TEHAMA ST CORNING CA 96021 Permit Description: C/O HVAC | 7303214 Site Street Address: 915 TEHAMA ST | 5/5/2015 | 16,315.00 |
| JOSEPH RASHKE 1586 FIFTH AVE CORNING CA 96021 Permit Description: INTERIOR REMODEL | 7127111 Site Street Address: 1586 FIFTH AVE | 5/6/2015 | 2,000.00 |
| JUANITA AGUIRRE 1472 HOUGHTON AVE CORNING CA 96021 Permit Description: ADD ROOF MOUNT SOLAR | 7125059 Site Street Address: 1472 HOUGHTON AVE | 5/7/2015 | 10,917.00 |

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 5/1/2015 thru 5/31/2015

| Owner and Address | Parcel Number | Issued On | Valuation |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------|------------|
| ISABEL FLORES 1733 NORTH ST CORNING CA 96021 Permit Description: ADD ROOF MOUNT SOLAR | 7102055 Site Street Address: 1733 NORTH ST | 5/7/2015 | 13,216.00 |
| JOSE RIVAS 2018 NORTH ST CORNING CA 96021 Permit Description: ADD ROOF MOUNT SOLAR | 7132005 Site Street Address: 2018 NORTH ST | 5/7/2015 | 6,895.00 |
| GARY RHODES 250 MARTY CT CORNING CA 96021 Permit Description: TEAR OFF & REROOF | 7324012 Site Street Address: 250 MARTY CT | 5/11/2015 | 4,000.00 |
| TRAVEL CENTERS OF AMERICA 2151 SOUTH AVE CORNING CA 96021 Permit Description: REROOF OVER EXISTING | 8710081 Site Street Address: 2151 SOUTH AVE | 5/11/2015 | 120,898.00 |
| | | 5/13/2015 | 0.00 |
| Permit Description: | Site Street Address: | | |
| JIM BINGHAM 1791 COLUSA ST CORNING CA 96021 Permit Description: TEAR OFF & REROOF | 7107404 Site Street Address: 1791 COLUSA ST | 5/13/2015 | 6,000.00 |
| GLADYS NELSON 918 ALMOND ST CORNING CA 96021 Permit Description: TEAR OFF & REROOF | 7313311 Site Street Address: 918 ALMOND ST | 5/13/2015 | 5,000.00 |
| BOB CHACHTA 1205 HWY 99W CORNING CA 96021 Permit Description: REROOF & SIDING | 7120221 Site Street Address: 1205 HWY 99W | 5/13/2015 | 15,000.00 |

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 5/1/2015 thru 5/31/2015

| Owner and Address | Parcel Number | Issued On | Valuation |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------|-----------|
| ANTONIO ROSAS Jr 301 DIVISADERO AVE CORNING CA 96021 Permit Description: C/O WATER HEATER | 7321205 Site Street Address: 301 DIVISADERO AVE | 5/26/2015 | 1,847.00 |
| TIM DREWS 1011&1015 HOUGHTON AVE CORNING CA 96021 Permit Description: TEAR OFF & REROOF | 7116215 Site Street Address: 1011&1015 HOUGHTON AVE | 5/26/2015 | 6,780.00 |
| TIM DREWS 1065&1067 HOAG ST CORNING CA 96021 Permit Description: TEAR OFF & REROOF | 7116302 Site Street Address: 1065&1067 HOAG ST | 5/26/2015 | 7,200.00 |
| JUAN GARCIA 1576 PEAR ST CORNING CA 96021 Permit Description: TEAR OFF & REROOF | 7317208 Site Street Address: 1576 PEAR ST | 5/26/2015 | 3,000.00 |
| JOHN OLIVEIRA 1206 FIRST ST CORNING CA 96021 Permit Description: REMODEL | 7313310 Site Street Address: 1206 FIRST ST | 5/26/2015 | 10,000.00 |
| JIM BINGHAM 1791 COLUSA ST CORNING CA 96021 Permit Description: EXTEND GAS LINE (RANGE) | 7107404 Site Street Address: 1791 COLUSA ST | 5/27/2015 | 300.00 |
| WAYNE DAGEN 297 VICTORIAN PARK CT CORNING CA 96021 Permit Description: ADD ROOF MOUNT SOLAR | 7533019 Site Street Address: 297 VICTORIAN PARK CT | 5/29/2015 | 19,541.00 |
| UNITED METHODIST CHURCH 1547 BLACKBURN AVE CORNING CA 96021 Permit Description: REROOF | 7103010 Site Street Address: 1547 BLACKBURN AVE | 5/27/2015 | 19,000.00 |

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 5/1/2015 thru 5/31/2015

| Owner and Address | Parcel Number | Issued On | Valuation |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------|------------------|
| DAVID HERRERA 1408 SIXTH AVE CORNING CA 96021 Permit Description: C/O ELECT. SERVICE | 7126301 Site Street Address: 1408 SIXTH AVE | 5/29/2015 | 1,100.00 |

24 Permits Issued from 5/1/2015 Thru 5/31/2015 OR A TOTAL VALUATION OF \$ 353,201.78

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

CITY OF CORNING

MAY 2015

TREASURERS REPORT

| AGENCY | BALANCE | RATE |
|---------------------------------|----------------|-------------|
| LOCAL AGENCY INVESTMENT FUND | 1,784,109.29 | .26 |

Respectfully Submitted

Pala Cantrell
City Treasurer

RECEIVED

JUN 02 2015

CORNING CITY CLERK

**CITY OF CORNING
WASTEWATER OPERATION SUMMARY REPORT
MAY 2015**



Severn Trent Services
25010 Gardiner Ferry Rd
P.O. Box 230
Corning, CA 96021
United States

T: +1 530 824 5863
F: +1 530 824 5769

www.severntrentservices.com

Below is a summary of the Monthly Operations Report that will be available for City review on June 2015

- 1) Completed monthly reports.
- 2) Performed weekly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Calibrated SO3 analyzer
- 6) Staff meeting to discuss plant operations and issues.
- 7) Changed chart on So3 analyzer.
- 8) Safety meeting.
- 9) Sprayed weeds
- 10) Inspected eyewash and emergency showers.
- 11) Council approved purchase of new annunciator board to be installed by TelStar .
- 12) Cleaned So2 pump.
- 13) Checked storm water discharge sites at WWTP and airport.
- 14) Met with public Works Director regarding aerator concrete
- 15) Tested all chlorine and So2 leak sensors.
- 16) Exercised lift station stand -by pump
- 17) Collected weekly receiving water and effluent samples for ammonia study
- 18) Exercised emergency generator.

- 19) Performed monthly Plant inspection
- 20) Checked all fire extinguishers.
- 21) Submitted monthly ESMR and DMR
- 22) Completed SSO no spill report.
- 23) Replaced broken sprinklers
- 24) Completed quarterly bioassay test
- 25) Mowed lawns
- 26) Cleaned lift station probe
- 27) Applied safety paint to steps
- 28) Met with Public Works Director regarding storm water permit site plan.
- 29) Held employee training on portable PH meter operation

May 2015

Domestic Flow Monthly Average = 592,451 GPD

**ITEM NO.: G-9
DESIGNATION OF LEAGUE OF
CALIFORNIA CITIES VOTING
DELEGATE AND ALTERNATE**

June 9, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

JLB

LML

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, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose 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 18, 2015. 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 San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 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 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

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: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. 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 18, 2015

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: G-10
ADOPT RESOLUTION 06-09-2015-03 AND
EXTEND CONTRACT WITH JOHN
STOUFER, DBA JBS PLANNING
CONSULTANT SERVICES FOR ONE
YEAR.**

JUNE 9, 2015

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

SUMMARY:

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

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

BACKGROUND:

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

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

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

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

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

STAFF RECCOMENDATION:

That the City Council:

- **APPROVE THE ATTACHED AGREEMENT WITH JOHN STOUFER AS AN INDEPENDENT CONTRACTOR DBA JBS PLANNING CONSULTANT SERVICES THROUGH JUNE 30, 2016 AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.**

RESOLUTION NO.: 06-109-2015-03

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

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

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

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

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

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

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

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

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

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

The foregoing Resolution was **passed and adopted** by the City Council of the City of Corning on this **9th day of June, 2015** 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 ___ day of June, 2015 by the votes listed above.

Lisa M. Linnet, City Clerk

**CITY OF CORNING
AGREEMENT FOR
PLANNING CONSULTANT SERVICES**

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

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; and

WHEREAS, CITY, knowing that **CONSULTANT** is qualified and experienced and has specialized skills to perform certain planning services critically needed by the **CITY**, now wants to extend the contract with **CONSULTANT**, and **CONSULTANT** is ready, willing and able to perform such services for the **CITY** as its projects are presented to him;

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

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 and to do so to the satisfaction of the **CITY**, as set forth below. Such services shall include, but not be limited to the following:

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

CONSULTANT will not perform managerial activities or participate directly in the decision making process. 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.

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.

TERM:

This Agreement shall be on a temporary basis for a one year term beginning July 1, 2015 and ending on June 30, 2016 unless either party provides the other with earlier notice of termination. Either party may terminate the Agreement by providing the other party not less than thirty (30) calendar days written notice of termination. The termination shall become effective upon the 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. CONTRACTOR 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 PLANNING CONSULTANT harmless for those acts, including acts that may result in damages to another, arising during the course and within the scope of his services provided to CITY. CITY's obligations hereunder shall not extend to willful acts intended to cause harm to another nor to injuries of damages arising out of the gross negligence of PLANNING CONSULTANT. With regard to any such acts or negligence, PLANNING CONSULTANT shall indemnify, defend and hold CITY harmless with respect thereto.

ENTIRE AGREEMENT; MODIFICATION:

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

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

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

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

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

CITY OF CORNING

PLANNING CONSULTANT

JOHN L. BREWER, AICP, City Manager

JOHN STOUFER, Consultant

Approved as to form and content:

Jody Burgess, City Attorney

Attest:

Lisa M. Linnet, City Clerk

EXHIBIT A – SPECIAL REQUIREMENTS

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

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

EQUAL OPPORTUNITY:

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

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

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

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

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

C. State Nondiscrimination Clause:

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

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

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

Anti-Lobbying Certification

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

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

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

Bonus or Commission, Prohibition against Payments of

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

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

Citizen Participation

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

Clean Air and Water Acts

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

Conflict of Interest of Certain Federal Officials

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

Environmental Requirements (24 CFR 570.604)

The parties to this agreement acknowledge that:

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

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

Historic Preservation

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

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

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

National Flood Insurance Program (24 CFR 570.605)

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

Flood Disaster Protection

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

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

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

Federal Labor Standards Provisions

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

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

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

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

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

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

Inspections of Grant Activity

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

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

Monitoring Requirements

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

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

Patent and Copyright Rules

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

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

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

The copyright to any work developed with CDBG funds.

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

Reporting Requirements

• As part of all periodic drawdown requests, sub-recipients, contractors and subcontractors subject to this Agreement shall provide information on the financial status of its operations, which shall include (for each activity) the amount of:

- Funds budgeted.
- Funds received in drawdowns to date.
- Funds obligated in most recent period and to date.
- Funds expended in most recent period and to date.
- Cash on hand (including program income identified as such).
- Previous drawdowns requested but not yet received.

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

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

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

Worker's Compensation Insurance Requirements

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

Audit/Retention and Inspection of Records

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

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

Sub-grantee and Contractor Certifications and Assurances

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

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

EXHIBIT A – SPECIAL REQUIREMENTS

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

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

| | | |
|-----------------------------------------------------|----------------------------------|--------------|
| Name of Subgrantee or Contractor: | Name and Contract Number: | |
| | | |
| Signature of Authorized Certifying Official: | Title: | Date: |
| | | |

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

**ITEM NO.: G-11
APPROVE PARTIAL PAYMENT REQUEST NO. 11
RELEASING FINAL RETENTION FOR THE
AMOUNT OF \$452 AND ACCEPT THE NOTICE OF
COMPLETION FOR THE CORNING COMMUNITY
PARK, PHASE TWO PROJECT TO TRENT
CONSTRUCTION**

JUNE 9, 2015

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

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

SUMMARY:

Construction of Phase 2 of the new Corning Community Park Project is now complete. Partial Pay Estimate No. 11 requesting release of final retention and the Notice of Completion are attached for Council review and approval.

| | |
|-------------------------|---------------------|
| Original Contract: | \$997,955.52 |
| Contract Change Orders: | <u>\$102,999.11</u> |
| Total Revised Contract: | \$1,100,954.63 |
| Previous Payments: | \$1,096,208.63 |
| PPE #11 Due Contractor | <u>\$452.00</u> |
| Total Contract Amount: | \$1,100,954.63 |

Subcontractor Sierra Landscape has applied an application of weed eradicator product onto the soccer fields on May 28 followed by their final mowing on June 3, 2015.

Once the City assumes the park maintenance responsibility the Public Works Department will begin the process of preparing the turf for soccer practice and play. The grass height is at 4-inches and will need to be slowly trimmed down to about 3-inches. The trimmings will not be collected but will be left to blend in with the young turf as mulch. The mulching will serve two purposes, one being enhancing the thickness of the turf for added strength and the other to help retain the irrigation water on the grass for as long as possible. Youth Soccer will be holding their "Opening Day" at Lennox Fields on August 15, 2015.

BACKGROUND:

Phase 2 of the new park project was awarded to Trent Construction at the June 24, 2014 City Council Meeting. Phase two included the construction of 2 soccer fields, a footbridge, parking lot, restrooms with a connecting concession stand located at 1624 Houghton Avenue, Corning.

A Notice of Substantial Completion was filed with the Tehama County Clerk's office on December 10, 2014.

RECOMMENDATION:

Mayor and Council:

- 1. Approve Partial Payment Request No. 11 releasing Final Retention funds in the amount of \$452 to Trent Construction**
- 2. Accept the Notice of Completion for Lennox Fields as of June 5, 2015, and**
- 3. Once the Notice of Completion has been filed, issue payment of \$452 to Trent Construction after the required 35-day waiting period**

WHEN RECORDED MAIL TO:

City of Corning
794 Third Street
Corning, CA 96021

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner or agent of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name and address of the undersigned owner is City of Corning, 794 Third Street, Corning, CA 96021.
3. There was completed the construction of the new Corning Community Park, Phase 2 a project consisting in general of the construction of one lighted soccer field, one unlighted soccer field, parking lot, access road, off-site improvements, sidewalks, playground area, restroom/concession building, solar lighting/poles, hydro-seeding, landscaping and landscape maintenance period, irrigation system, underground utilities consisting of electrical, water, sewer and storm drains, chain link and rail fencing, trash enclosure and all related work.
4. The work has been completed and is suitable to be put into use as of June 5, 2015 and has therefore been accepted for ownership and operation by: The City Council of the City of Corning at a Regular Council Meeting, on June 9, 2015.
5. The name of the General Contractor was: Trent Construction, 8270 Truckee Road, Gerber, CA 96035 under a contract dated: July 2, 2014.
6. The property herein referred to is situated in the City of Corning, Tehama County, and State of California and more particularly described as follows: 1624 Houghton Ave., Corning, CA 96021.

Date: June 10, 2015

Signature of Owner or agent of owner: _____
John L. Brewer, AICP
City Manager

Verification for Non-Individual owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the City Manager of the aforesaid interest or estate in the property described.

In the above notice; that I have read the said notice, that I know and understand the contents thereof and that the facts stated therein are true and correct.

June 10, 2015

John L. Brewer, AICP, City Manager
City of Corning, Corning, CA

ITEM NO.: G-12

**APPROVE RESOLUTIONS 06-09-2015-01
AND 06-09-2015-02 ASSOCIATED WITH
THE CONSOLIDATION OF THE TEHAMA
COUNTY SAINTARY LANDFILL AGENCY
AND THE TEHAMA COUNTY/RED BLUFF
LANDFILL MANAGEMENT AGENCY.**

June 9, 2015

TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA

**FROM: JOHN L. BREWER, AICP; CITY MANAGER *JB*
LISA M. LINNET, ADMINISTRATIVE ASSISTANT *LML***

BACKGROUND:

As presented at the May 12, 2015 City Council Meeting by Tehama County/Red Bluff Landfill Management Agencies Agency Manager Kristina Miller, the highlights of the proposed consolidation will consist of the following:

- A consolidation of the roles of JPA I into JPA II. It will not make a JPA III.
- Rename JPA II as the Tehama County Solid Waste Management Agency (this will better reflect the roles/responsibilities of the Agency currently and in the future).
- Agency Board will consist of 5 members each from the City of Red Bluff and the County, along with one representative from the City of Tehama and City of Corning, and one public member at large for a total of 13 members.
- A quorum will consist of at least seven members being present with at least three members present from the City of Red Bluff and Tehama County (this adequately reflects the ownership of the landfill).
- The Executive Committee (EC) consists of two members each from the City of Red Bluff and Tehama County, and one member from the City of Corning and City of Tehama for a total of six members.
- Full Board meetings will be held quarterly on the first Monday of the month at 8:30 a.m. with the time/place of the meetings determined by the EC (it is suggested to alternate between Red Bluff and Corning as is the current practice for the JPA I).
- Establish amended By-Laws and pass a Resolution outlining the Executive Committee's responsibilities.
- Incorporates all JPA I roles and responsibilities as the responsibilities of the JPA II.

The proposed consolidation of the Tehama County Sanitary Landfill Agency (JPA I) and the Tehama County/Red Bluff Landfill Management Agency (JPA II) will be presented for final approval to the JPA II on June 29th, and to the JPA I Board on July 15, 2015.

To accommodate the consolidation of the two JPA's, a majority of the JPA I Cities/County will have to pass a Resolution prior to the above stated meetings for dissolution of JPA I via termination of their membership with the Tehama County Sanitary Landfill Agency. They will then need to also adopt a Resolution approving membership with the Tehama County Solid Waste Management Agency, and approve the amended and restated Joint Powers Agreement (JPA) associated with this consolidation.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT THE ATTACHED TWO RESOLUTIONS ASSOCIATED WITH THE CONSOLIDATION OF THE TEHAMA COUNTY SANITARY LANDFILL AGENCY (JPA I) AND THE TEHAMA COUNTY/RED BLUFF LANDFILL MANAGEMENT AGENCY (JPA II):

- a) ADOPT RESOLUTION 06-09-2015-01 TERMINATING THE CITY OF CORNING'S MEMBERSHIP IN THE TEHAMA COUNTY SANITARY LANDFILL AGENCY; AND**
- b) ADOPT RESOLUTION 06-09-2015-02 APPROVING THE CITY OF CORNING BECOMING A MEMBER OF THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY AND APPROVING THE AMENDED AND RESTATED JOINT POWERS AGREEMENT (JPA).**

RESOLUTION NO: 06-09-2015-01

**A RESOLUTION OF THE CITY OF CORNING
TERMINATING THE CITY OF CORNING'S MEMBERSHIP
IN THE TEHAMA COUNTY SANITARY LANDFILL AGENCY**

WHEREAS, in 1989, by an undated agreement, the Cities of Red Bluff, Corning and Tehama and the County of Tehama entered into a joint powers agreement (hereinafter referred to as the "1989 Agreement") which created the Tehama County Sanitary Landfill Agency (referred to herein as "JPA I"), as a public entity separate and distinct from the member entities, for the purpose of funding the cost of administering and maintaining existing sanitary landfill site; and

WHEREAS, the City Council of the City of Corning duly adopted its resolution, Resolution No. 5-23-89-2, approving of the City's participation in joint powers agreement and as a member entity to the Tehama County Sanitary Landfill Agency; and

WHEREAS, the Cities of Red Bluff, Corning and Tehama and the County of Tehama (referred to herein as the "member entities") have collectively determined that with changes to the law, including but not limited to the adoption by the voters, of Proposition 218 which added Article XIII D to the California Constitution, the original intent and main purpose behind the formation of JPA, to create a regional entity that would impose parcel charges or other fees on residents and business as a means to pay for administering and maintaining the sanitary landfill sites that historically served the respective communities within Tehama County, is no longer necessary or a viable function of JPA I. Accordingly, the member entities have further determined that it is appropriate to terminate the 1989 Agreement and to transfer any remaining functions and any remaining funds to the Tehama County Solid Waste Management Agency (hereinafter referred to as JPA II), a joint powers agency separate and distinct from the Tehama County Sanitary Landfill Agency; and

WHEREAS, the City Council of the City of Corning, expressly concurs with the proposal to terminate JPA I as a separate and distinct public entity and to transfer any remaining functions and funds held by JPA I to JPA II.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Corning, that the City hereby approves of the termination of the joint powers agreement creating the Tehama County Sanitary Landfill Agency, which termination shall become effective upon (1) the adoption of resolutions by the Cities of Red Bluff, Corning and Tehama and by the County of Tehama, all concurring in and approving the termination of said joint powers agreement; and (2) the adoption by the Board of Directors of Tehama County Sanitary Landfill Agency transferring the funds of JPA I to JPA II and ordering termination of JPA I. Upon termination of said joint powers agreement, the joint powers agency known as the Tehama County Sanitary Landfill Agency (JPA I), shall be deemed terminated and all funds held by JPA I shall, notwithstanding any provision or requirement to the contrary, be transferred to JPA II.

The foregoing Resolution was adopted by the City Council of the City of Corning on this ____ day of _____, 2015, by the following vote:

AYES:

NAYS:

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 (Resolution 06-09-2015-01) 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 9th day of June, 2015 by the votes listed above.

Lisa M. Linnet, City Clerk

Resolution No.: 06-09-2015-02

A Resolution of the City of Corning approving becoming a member of the Tehama County Solid Waste Management Agency and approving the amended and restated Joint Powers Agreement

WHEREAS, on or about June 30, 1997, the County and the City of Red Bluff as co-owners of the solid waste landfill known as the Red Bluff-County of Tehama Landfill, entered into a joint powers agreement (hereinafter referred to as the "1997 Agreement") which created the Tehama County/Red Bluff Landfill Management Agency, as a joint powers agency (hereinafter referred to as "the JPA II") separate and distinct from the member entities. Pursuant to the 1997 Agreement JPA II was formed for the purpose of operating and exercising management oversight over the operation of the landfill and any contractors retained to operate same; and

WHEREAS, in 1989, the County, and the Cities of Red Bluff, Corning and Tehama, entered into a separate joint powers agreement (the "1989 Agreement") which created the Tehama County Sanitary Landfill Agency (hereinafter referred to as "JPA I") for the purpose of funding the cost of administering and maintaining existing sanitary landfill sites; and

WHEREAS, the parties to the 1989 Agreement have determined that it is appropriate to terminate the 1989 Agreement and to thereby terminate the existence of JPA I. In doing so the parties have collectively determined that the functions and any residual liabilities of JPA I should be assumed by JPA II and that the 1997 Agreement should be amended and restated so as to include the functions of JPA I and to add the Cities of Corning and Tehama as members of JPA II.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Corning, that the City hereby approves the Amended and Restated Joint Powers Agreement to reconstitute the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency and further approving the City of Corning becoming a member of said Agency .

The foregoing Resolution was adopted by the City Council of the City of Corning on this 9th day of June, 2015, by the following vote:

AYES:

NAYS:

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. 06-09-2015-02) 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 9th day of June, 2015 by the votes listed above.

Lisa M. Linnet, City Clerk

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
RECONSTITUTING THE TEHAMA COUNTY/RED BLUFF LANDFILL MANAGEMENT
AGENCY AS THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY**

This agreement is made and entered into by and between the County of Tehama, (hereinafter " County"), the City of Red Bluff (hereinafter "Red Bluff"), City of Corning (hereinafter "Corning"), and City of Tehama (hereinafter "Tehama"), for the purpose of the parties joint participation in the management of solid waste services to be provided to and within their respective jurisdictions.

RECITALS

WHEREAS, the County and the City of Red Bluff are co-owners of the solid waste landfill more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Landfill"). A joint powers agreement (hereinafter referred to as the "Agreement") was executed by and between the County and the City of Red Bluff on or about June 30, 1997, which created the Tehama County/Red Bluff Landfill Management Agency, as a joint powers agency (hereinafter referred to as "the JPA II") formed and existing pursuant to the provisions of the Joint exercise of Powers Act (Government Code Sections 6500 et. seq.). Pursuant to the Agreement that JPA was formed for the purpose of operating and exercising management oversight over the operation of the Landfill and any contractors retained to operate same; and

WHEREAS, by an undated agreement, the County, and the Cities of Red Bluff, Corning and Tehama, entered into a separate joint powers agreement which created the Tehama County Sanitary Landfill Agency (hereinafter referred to as "JPA I") for the purpose of funding the cost of administering and maintaining existing sanitary landfill sites.....; and

WHEREAS, it is the desire of the parties to effectively combine the functions of the two aforesaid joint powers agencies, by amending the Agreement creating JPA II to add the Cities of Corning and Tehama as parties to said Agreement and members of JPA II. It is the further intent of the parties to consolidate the functions of the two joint powers agencies into the purposes and functions of JPA II. Finally, with the consolidation of the functions into JPA II, it is the intent of the parties to terminate the legal existence of JPA I; and

WHEREAS, in combining the functions of JPA I and JPA II, it is the intent that all of the funds and any assets of JPA I shall be transferred to JPA II, and thereafter JPA II shall be responsible for any legal obligations of JPA I that may survive the termination of the joint powers agreement that established JPA I and the termination of the existence of JPA I. The funds transferred from JPA I to JPA II shall be used first for the discharge of any pre-existing obligations of JPA I and thereafter any residual funds shall be used for the discharge of the functions of JPA I assumed by JPA II with the consolidation of the two JPAs.

WHEREAS, each of the parties expressly represents and acknowledges that it desires to enter into an agreement with the other parties through which the four named entities will participate in the management of JPA II, in the manner set out in this Amended and Restated Agreement. The functions of JPA II shall, hereinafter include the operation or alternatively, oversight of the operation of the Landfill or such other sanitary landfills as JPA II may hereinafter acquire, including without limitation the oversight of any landfill operator, household hazardous waste facility management, Assembly Bill 939 compliance, Assembly Bill 341 compliance, solid waste, organics, recycling, and hazardous waste grant

management, and the management of closure post-closure and corrective action responsibilities of all phases of the Tehama County/Red Bluff Landfill. In addition the joint powers agency shall serve as and be deemed to be and have the powers of a Regional Agency in and for the whole of Tehama County, as set out in the Public Resources Code, including without limitation to reduce the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facility, to diminish the responsibility of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, hazardous waste and recycling grants.

NOW, THEREFORE, IT IS AGREED by the four above named entities, each of which is acknowledged as a party to this agreement that the joint powers agreement dated June 30, 1997, by and between the County and the City of Red Bluff is amended and restated as follows. This agreement shall supersede and replace the 1997 Agreement and any amendments thereto.

ARTICLE I CONTINUATION OF AND RENAMING OF JPA II

The joint powers agency as established by the aforesaid Agreement dated June 30, 1997, by and between the County and the City of Red Bluff shall continue in existence. Hereinafter said joint powers agency shall be known as the Tehama County Solid Waste Management Agency (hereinafter referred to as the "Joint Powers Agency" or "Agency". The Agency shall be a public entity separate and distinct from the parties to this agreement. (See Gov. Code Section 6503.5 and 6507)

ARTICLE II PURPOSE OF AGREEMENT

This agreement is for the purposes as set forth in the above recitals and as follows:

- A. Establishing a Regional Agency formed for the purpose of reducing the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facility, to diminish the responsibility of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, organics, hazardous waste and recycling grants, and all other powers granted Regional Agencies by the Public Resources Code, in and for the whole of Tehama County.
- B. Operating or having management oversight over the operations of the Landfill owned by the City of Red Bluff and County, and any other solid waste facilities hereinafter acquired by the Agency, together with oversight over and management of any contracts and contractors doing business with the Agency. In addition the Agency shall have the right to operate the landfill and any solid waste facility when deemed appropriate by the Agency and to ensure compliance with all laws imposed upon landfills, landfill operators, and owners of landfills.
- C. Funding, in whole or in part, the cost of administering and maintaining existing sanitary landfill sites, the funding of costs which will be incurred during closure, post-closure, and corrective action of existing sanitary landfill sites, and funding costs necessary to purchase, open and administer future landfill sites.

**ARTICLE III
TERM**

This agreement shall become effective as of the date of the execution by all parties and shall continue in full force and effect until terminated in accordance with the provisions set forth below.

**ARTICLE IV
BOARD OF DIRECTORS AND OTHER DESIGNATE OFFICERS
BOARD OF DIRECTORS**

The Board of Directors of the Tehama County Solid Waste Management Agency shall consist of thirteen (13) members, five (5) members from the County of Tehama, five (5) members of the City of Red Bluff, one (1) member from the City of Tehama, one (1) member from the City of Corning, and one (1) public member at-large. The members of the City of Corning and the City of Tehama shall be an incumbent member of the City Council, the members representing the City of Red Bluff shall be the five incumbent members of the Red Bluff City Council, and the members representing the County shall be the five incumbent members of the Board of Supervisors.

The Board of Directors of the Tehama County Solid Waste Management Agency shall be organized as follows:

- A. The Board of Directors shall elect a chair and vice-chair from its members for a term determined by the board.
- B. The Board of Directors shall appoint a secretary to serve at the pleasure of the Board. The secretary need not be a member of the Board.
- C. The Board may adopt such by-laws as are deemed necessary for the conduct of its affairs and the affairs of the Agency. The Board may from time-to-time adopt such rules and regulations for the conduct of its meetings and affairs as may be required. Any by-laws or rules and regulations adopted by the Agency may be adopted, amended, or revoked at any time by a supermajority of the board which shall consist of the affirmative vote of nine or more members of the Board.
- D. The Board shall adopt rules and/or regulations for the conduct of the meetings of the Executive Committee as hereinafter provided for. The Board may also delegate authority to the Executive Committee to act on behalf of the Agency, including approval of any contracts, the amount or limits on which shall be as set forth in Article V.
- E. The Board may, with the exception of the adoption of by-laws, rules and regulations and the appointment of the Executive Committee, take such action by a majority vote of the members of the board as is necessary to carry out the duties of the board. A quorum of the board shall consist of not less than seven members with at least three members each being present from the County Board of Supervisors and the Red Bluff City Council.
- F. The Board shall be solely responsible for and shall annually adopt a budget for the Agency. In addition, the Board shall, consistent with the provision of state law, have the authority to adopt such ordinances and policies with regard to the use of the solid waste facilities owned and/or managed by the Agency or such other matters as may be within the authority of the Agency.

OTHER DESIGNATE OFFICERS

- A. The County Treasurer of the County is hereby designated as the depository of the Tehama County Solid Waste Management Agency. The Treasurer is designated as the depository of the Tehama County Solid Waste Management Agency, to have custody of all the money of the Agency, from whatever source, and as such, shall have the powers, duties and responsibilities specified in Government Code Section 6505.5.
- B. The County Auditor of the County is hereby designated as controller of the Agency, and as such, shall have the powers, duties and responsibilities in Government Code Section 6505.5.
- C. The charges to be made against the Agency, for the services of the treasurer and the controller shall be subject to the approval of the Full Board.
- D. The treasurer and controller of the Tehama County Solid Waste Management Agency are designated as the public officers or persons who have charge of, handle, or have access to any property of the Agency. This requirement may be satisfied by the Official Bond of such officer obtained in connection with their offices as County Treasurer and County Auditor, respectively.

ARTICLE V

EXECUTIVE COMMITTEE AND POWERS OF THE EXECUTIVE COMMITTEE

EXECUTIVE COMMITTEE

The Executive Committee of the Tehama County Solid Waste Management Agency shall consist of two directors each from the City of Red Bluff and the County of Tehama, and one director each from and appointed by the governing body of the City of Corning and City of Tehama. Each director shall serve at the pleasure of the governing body of the appointing party. All meetings of the Executive Committee shall be conducted in compliance with the Brown Act (Government Code Section 54950 et. seq.).

POWERS OF THE EXECUTIVE COMMITTEE

The Agency Board has delegated the following powers to the Executive Committee:

- A. To assure compliance with, and enforcement of, all laws and regulations imposed upon the operation of the landfill.
- B. Administer all contracts associated with the landfill, household hazardous waste facilities, and recycling facilities including but not limited to daily operations, closure/post-closure, or development of new phases, etc.
- C. Administer all state mandated Assembly Bill 939 and Assembly Bill 341 programs including, but not limited to, Source Reduction and Recycling Element, and Household Hazardous Waste Element programs.
- D. Review and Approve the Five-Year Regional Agency Integrated Waste Management Plan.
- E. Administer the Tehama County Recycling Market Development Zone
- F. Ensure the filing of all reports, and processing of permits as required by regulatory agencies.
- G. Approve the payment of the warrant register and claims on behalf of the Agency

- H. Implement the "Zero Fee Schedule" upon adoption of a finding by a unanimous vote of the Executive Committee that a disaster that threatens public health or safety has occurred.
- I. Maintain Agency funds and accounts as may be required by good accounting practices and to coordinate the annual audit.
- J. Approve and administer contracts and change orders with an annual amount up to \$35,000.00.
- K. Approve grant resolutions and grant-funded agreements with an Agency hard match of less than \$25,000.00.

A quorum of the Executive Committee shall consist of not less than four (4) members being present. An affirmative vote of at least a majority of the total voting membership of the Agency shall be required to carry a motion.

ARTICLE VI MEETINGS

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Board of Directors of the Agency shall meet not less than once each calendar quarter. The meeting shall be held at the hour of 8:30 a.m. on the first Monday of each calendar quarter at the Tehama County Board of Supervisors Chambers.

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Executive Committee of the Agency shall meet once each calendar month in months the Full Board does not meet. The time and place of the meeting shall be as determined by the Executive Committee immediately following their appointment and shall be evidenced by the adoption of a resolution of the Executive Committee so as to establish a regular meeting schedule and location (in compliance with the Brown Act).

ARTICLE VII AGENCY POWERS

The Board of Directors of the Tehama County Solid Waste Management Agency shall have the following powers:

- A. To prescribe, set the amount of, revise, and collect tipping fees at the landfill gate to pay the cost for services and facilities, whether within or without its territorial limits, in connection with its sanitation needs. The revenues derived therefrom shall be used only for the acquisition, construction, reconstruction, maintenance and operation of its sanitation facilities and needs, and all powers described in Article VII of this agreement;
- B. To receive and operate from funds, revenues or assessments properly levied by the Agency, or by the Board of Supervisors of Tehama County or by Red Bluff, Corning, or Tehama. The Board shall determine the solid waste services and activities in which it shall be engaged for the benefit for the Agency. The Agency may determine that some services and duties in the solid waste field should be performed by the individual parties, rather than by the Agency. The Board shall have other powers and duties as are granted and prescribed by Division 5, Part 3, Chapter 6, Article IV of the California Health and Safety Code commencing with section 5470, and all other applicable codes and laws. The powers and duties referred to herein include the rights of the Agency to

appoint or contract with such agents including governmental bodies as agents, which are a member of the Agency, to carry out the powers and duties that are designated herein;

- C. To act as and be considered as and have all powers of a Regional Agency as provided in PRC Section 40970 et seq., and to perform all tasks authorized to be performed as a Regional Agency as set forth in the PRC for the whole of Tehama County;
- D. To monitor the operations of the Tehama County/Red Bluff Landfill and take such action as is necessary to enforce compliance by the contract Landfill operator, if any, with the terms of the Landfill operating contract between the Agency and the contract landfill operator, if any, on the other;
- E. To comply with and enforce all laws imposed upon the operation of the Landfill;
- F. To manage the Landfill including the closure, post-closure, and corrective action of any phases thereof and the opening of new phases, if any;
- G. To purchase property for Landfill expansion or buffer or for such other solid waste facilities and related purposes as may be determined necessary and appropriate;
- H. To take such action as is necessary to comply with all laws required of owners and operators of a solid waste landfill;
- I. To fund and update all state mandated programs, including, but not limited to, the source reduction and recycling element, household hazardous waste element, monitor and report to member jurisdictions and to the State and to its appropriate agencies for compliance with the California Integrated Waste Management Act of 1989;
- J. To apply for and manage solid waste, recycling, organics, and hazardous waste grants on behalf of its member jurisdictions.
- K. To hire as employees, or otherwise, such personnel as shall be necessary to carry out the powers and purposes of this joint powers agency and to prescribe the duties and the compensation for such personnel from Agency funds;
- L. To rent and or purchase facilities, supplies, and equipment as needed;
- M. To enter into contracts;
- N. To incur debt provided that any such debt shall not become the debt or liability of any party to this agreement.
- O. To assume the assets of and from and duties of JPA I, as set out in the joint powers agreement creating said entity;
- P. To sue and to be sued; and
- Q. To do all acts necessary to carry out the powers and purpose set forth in this agreement for the whole of Tehama County.

The powers and duties referred to herein include the right of the Agency to appoint such agents, including such government entities which are members of the Agency to carry out the powers and duties designated herein.

In exercising the powers granted under this Agreement and in the conduct of all business of the Agency, the Agency shall be subject to the restrictions upon the manner of exercising the power that applies to the County of Tehama under California Law.

**ARTICLE VIII
HOLD HARMLESS AND INDEMNIFICATION**

No party hereto or its officers and employees shall be deemed to be liable for the negligent act of the Agency or of any other party hereto. To the extent permitted by law the Agency shall indemnify, hold harmless and defend each of the parties, their officers and employees from any liability, claims, demands of any nature whatsoever arising from the acts or omissions of the Agency and shall pay all claims, awards, damages, judgments and costs, including without limitation attorney's fees incurred by any party to this Agreement arising from acts or omissions of the Agency.

The members of the Board of Directors, all officers, employees, and legal advisors of the Agency shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Agency they use ordinary care and diligence.

Pursuant to provisions of the California Tort Claims Act (Government Code Section 810 *et. Seq.*), the Agency shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Agency (including, but not limited to, staff from any member entity that performs any service or function or provides any advice to the Agency on Agency business), from all claims, demands and lawsuits that may be filed against any such persons stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Agency.

**ARTICLE IX
DEBTS AND LIABILITIES OF THE SOLID WASTE AGENCY**

The debts, liabilities and obligations of the Tehama County Solid Waste Management Agency shall not be obligations of and shall not be binding on the parties to this Agreement, the Agency shall hold each of the parties to this agreement free and harmless from, defend and indemnify them against any claims of liability or damage arising from activities of the Agency. Should any debt, liability or obligation of the Agency not be waived or allowed payable through assets of the Agency, the parties to this agreement shall each not be liable therefor except as may be required by law.

**ARTICLE X
ACCOUNTS AND REPORTS**

The Tehama County Solid Waste Management Agency shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Agency shall be open to inspection at all reasonable times by all parties to this Agreement and their representatives. The Agency shall give an audited, written report of all financial activities for each fiscal year to the County and to the City within 270 days after the close of each fiscal year.

The Agency shall either make or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Agency, in each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under the California Government Standards. When such an audit of an account or records is made by a certified public accountant or public accountant, a report thereof shall be filed as public record with the County and the City. Such report shall be filed within 270 days of the end of the fiscal year under examination.

Any costs of the audit, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this section shall be borne by the Agency and shall be a charge against the encumbered funds of the Agency available for the purpose.

**ARTICLE XI
TERMINATION**

This agreement shall remain in full force and effect until such time as a majority of the parties thereto agree upon termination thereof. Any party to the Joint Powers Agreement shall have the right to terminate its membership and withdraw from the Agency at any time by resolution of its legislative body, delivered to the Agency. Said withdrawal shall be effective on the date on which the Agency takes action to accept the withdrawal but not sooner than 90 days following the receipt of the notice of termination being delivered to the then Agency Chair or Secretary. Acceptance of withdrawal may occur upon the concurrence of the withdrawal by one half of the members of the Board of Directors. Said action by the Agency shall not be unduly delayed or withheld provided the withdrawing party complies with the provisions of this Article XI. The withdrawal of the City of Red Bluff and/or the County of Tehama to this agreement shall act to terminate this agreement. Withdrawal of the City of Tehama and/or the City of Corning shall not terminate this agreement. The date of termination shall be the date upon the resolution accepting the withdrawal is adopted.

Upon termination of this agreement, any assets in the possession of the Agency after payment of all liabilities, costs, expenses and charges incurred under this agreement shall be returned, sold, donated, or otherwise disposed of only by subsequent agreement between the parties hereto. As co-owners of the Tehama County/Red Bluff Landfill all remaining assets shall be the property of the City of Red Bluff and the County of Tehama. Any other assets or funds in the possession of the Agency after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the date of termination. If the funds are derived from sources other than the contributions from the member entities, to the extent that such funds are otherwise eligible to be distributed to the member entities then such funds shall be distributed according to a formula based on the population within the respective jurisdictions for the Cities and the County.

IN WITNESS HEREOF, the undersigned public agencies of the State of California have executed this Agreement by the adoption of a Resolution.

COUNTY OF TEHAMA

CITY OF CORNING

Chair, Board of Supervisors

Mayor, City of Corning

Resolution Number

#06-09-2015-02
Resolution Number

CITY OF RED BLUFF

CITY OF TEHAMA

Mayor, City of Red Bluff

Mayor of Tehama

Resolution Number

Resolution Number

**ITEM NO: J-13
CONSIDER ALL OBJECTIONS FROM THE
37 AFFECTED PROPERTY OWNERS
NAMED IN RESOLUTION 05-26-2015-01
TO THE PROPOSED REMOVAL OF
WEEDS, RUBBISH, REFUSE AND DIRT.**

JUNE 9, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: JOHN L. BREWER, CITY MANAGER
MARTIN SPANNAUS, FIRE CHIEF
LISA M. LINNET, CITY CLERK**



SUMMARY:

A declaration of "Public Nuisance" was declared on 37 properties within the City of Corning via Resolution 05-26-2015-01 and listed on the attached Exhibit "A" at the May 26, 2015 City Council Meeting. This declaration is based upon the conditions listed in Chapter 8.14, Weed Abatement of the City's Municipal Code.

An opportunity is now provided, as outlined in Section 8.14.130 – Council hearing of objections, for these property owners to present their objections to the City Council.

BACKGROUND:

Pursuant to Municipal Code Chapter 8.14, the City's Weed Abatement Officer, in this case the Fire Chief has identified thirty seven (37) properties within the City Limits as being a public nuisance. On May 26, 2015 the City Council declared, these properties a nuisance and subject to the abatement actions outlined in the Corning Municipal Codes via Resolution 05-26-2015-01. The properties and property owners have since been formally noticed as mandated by the Municipal Code. Property owners are now being provided the opportunity to address the City Council to state their objections as provided in Section 8.14.130 of the Municipal Code.

Section 8.14.130 – Council hearing of objections:

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

Section 8.14.150 – Council action on objections:

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

Section 8.14-150 – Council action final:

The decision of the City Council is final.

Section 8.14.160 – Council order to proceed:

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

Following these steps, and in compliance with the City Municipal Code, the City will enter onto private property to abate the nuisance and costs incurred for this abatement will be attached as an assessment and lien upon the property.

RECOMMENDATION:

MAYOR AND COUNCIL HEAR AND CONSIDER ALL OBJECTIONS TO THE WEED ABATEMENT PROCEDURES AND PROVIDE THE WEED ABATEMENT OFFICIAL WITH DIRECTION.

RESOLUTION 05-26-2015-01

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

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

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

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

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

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

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

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

AYES: Strack, Dickison, Linnet, Cardenas and Smith

OPPOSED: None

ABSENT: None

ABSTAIN: None

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

ATTEST:

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

EXHIBIT "A"

5-26-2015 Weed Abatement Listing

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

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

**ITEM NO.: J-14
 AWARD BID FOR THE 2015 CDBG PAVING
 PROJECT TO STIMPEL-WIEBELHAUS AND
 APPROVE CONTRACT CHANGE ORDER #1
 DECREASING THE CONTRACT AMOUNT BY
 \$14,550.88 FOR A TOTAL CONTRACT AMOUNT
 OF \$437,934.12**

JUNE 9, 2015

TO: HONORABLE MAYOR AND COUCILMEMBERS

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

SUMMARY:

On Thursday May 28, 2015, the City received and opened four (4) formal Bids for the 2015 CDBG Paving Project. The City received a favorable bid in that the Base Bid and the two (2) Additive Bids are presented for approval. The Base Bid includes a segment of Solano Street (west of the I-5 Freeway) and a second segment of Solano Street (between Toomes Avenue and West Street). Additive Bid No. 1 includes Third Street (between Solano Street and Blackburn Avenue) and Additive Bid No. 2 includes a segment of Solano Street that lies between West Street and 6th Street. A detailed Bid Summary is attached for Council review. A brief overview is provided below:

| | Stimpel-Weibelhaus | Sunrise | Darren Taylor | Knife River |
|--------------------|---------------------------|---------------------|----------------------|---------------------|
| Base Bid | \$234,789.00 | \$261,612.10 | \$263,629.20 | \$358,038.40 |
| Additive Bid No. 1 | \$144,710.00 | \$161,340.55 | \$153,130.00 | \$176,274.60 |
| Additive Bid No. 2 | \$72,986.00 | \$88,091.12 | \$97,562.50 | \$80,704.60 |
| Totals | \$452,485.00 | \$511,043.77 | \$514,321.70 | \$615,017.60 |

While seeking bids for the 2015 CDBG Paving Project the City received authorization from the California Transportation Commission (CTC) to move forward with the Downtown Solano Streetscape Improvement Project. Both the 2015 CDBG Paving and the Downtown Improvement Projects included enhancements to a segment of Solano Street between 6th Street and West Street within their plans and specifications. City Engineer Ed Anderson has provided Contract Change Order No. 1 eliminating the CDBG Paving Project curb, gutter, sidewalk and truncated dome improvements through the aforementioned city block decreasing the Stimpel-Weibelhaus proposal by \$14,550.88. The Downtown Solano Streetscape Improvement Project plans include a much more intricate design by incorporating bulb-out curb returns at the abovementioned location. Mr. Anderson recommends that the paving portion of this Solano Street segment remain in the 2015 CDBG Project and be eliminated from the Downtown Solano Streetscape Improvement Project. Approval of Contract Change Order No. 1 to the 2015 CDBG Paving Project will reduce the total cost of the Project to the amount of \$437,934.12. Stimpel-Weibelhaus Associates, Inc. concurs with the proposed bid item elimination.

FUNDING:

CDBG (Community Development Block Grant) Contract No. 12-CDBG-8379 a grant in the amount of \$100,000 is currently being utilized in the updating process to the City of Corning General Plan. A condition of Housing and Community Development (H&CD) (the administering agency) is that the City must expend its current Program Income money before being funded for any further grant activity. In October 2014 Council accepted Resolution 10-14-201-01; a Resolution authorizing "Supplemental Activity" to CDBG (Community Development Block Grant) Contract No. 12-CDBG-8379. This action places the City in compliance with H&CD conditions and allows the City to move forward with expenditure of the Program Income funds which to date totals \$455,362.92. Those Funds are currently within the City's Fund 119, and will be presented for expenditure in the draft 2015-2016 Budget as Budget Account No. 119-9286-3001-CDBG Street project.

Upon Council approval of CCO No. 1, there will be a \$17,428.80 (positive) difference between the project cost and the amount of funds available provided by the Program Income fund; an amount that falls short of providing a 10% contingency should any monitorial issues arise that would warrant an increase to the contract sum. The sum of the proposed bid award (\$437,934.12) and a 10% contingency (\$43,793.41) is \$481,727.53.

With that being noted, the current 2014-2014 Budget and the Draft FY 2015-2016 City of Corning budget have sufficient Street Maintenance (Gas Tax) Funds (that must be used for streets) to provide a \$30,000 contingency to support this important project.

| Source | City Fund No. | Draft Budget Acct. No. | Amount |
|------------------------|---------------|------------------------|--------------|
| Program Income Balance | 119 | 119-9286-3001 | \$455,362.92 |
| Gas Tax 2106 | 110 | TBD | \$30,000.00 |
| Totals | | | \$485,362.92 |

The sum of the CDBG Funds and the proposed contingency funds will exceed the award amount and the proposed 10% contingency.

RECOMMENDATION:

THAT THE CITY COUNCIL:

- **AWARD THE BID FOR THE 2015 CDBG PAVING PROJECT TO STIMPEL-WIEBELHAUS;**
- **APPROVE CONTRACT CHANGE ORDER NO. 1 DECREASING THE PROJECT BY \$14,550.88 FOR A TOTAL CONTRACT AMOUNT OF \$437,934.12, AND**
- **AUTHORIZE USE OF \$30,000 FROM THE FY 15/16 BUDGET GAS TAX FUNDS FROM FUND 110 TO PROVIDE CONTINGENCY FUNDS FOR THE 2015 CDBG PAVING PROJECT**

| | | #1 Stimpel-Wiebelhaus | | | #2 Sunrise | |
|-------------------------------------------------------------------------------------|----------------------|-----------------------|-------------|---------------------|-------------|---------------------|
| Item | Description | Qty | Unit Price | Bid Amt | Unit Price | Bid Amt |
| Base Bid: Segment 1, Solano Street; West of I-5 Freeway | | | | | | |
| 1 | Clean asphalt cracks | 1 | \$2,686.00 | \$2,686.00 | \$7,000.00 | \$7,000.00 |
| 2 | Grinding | 9200 | \$1.17 | \$10,764.00 | \$0.83 | \$7,636.00 |
| 3 | 2" AC | 36240 | \$1.17 | \$42,400.80 | \$1.29 | \$46,749.60 |
| 4 | Paint centerline | 650 | \$0.69 | \$448.50 | \$2.10 | \$1,365.00 |
| 5 | Paint fog line | 1300 | \$0.41 | \$533.00 | \$0.73 | \$949.00 |
| 6 | Paint ped x-walk | 2 | \$579.00 | \$1,158.00 | \$409.50 | \$819.00 |
| 7 | Paint STOP | 2 | \$115.00 | \$230.00 | \$278.25 | \$556.50 |
| Base Bid: Segment 2, Solano Street; Between Toomes Avenue and West Street | | | | | | |
| 8 | Clean asphalt cracks | 1 | \$6,507.00 | \$6,507.00 | \$23,000.00 | \$23,000.00 |
| 9 | 2" AC | 87660 | \$1.14 | \$99,932.40 | \$1.13 | \$99,055.80 |
| 10 | Grinding | 27300 | \$0.54 | \$14,742.00 | \$0.41 | \$11,193.00 |
| 11 | Paint centerline | 1550 | \$0.69 | \$1,069.50 | \$2.10 | \$3,255.00 |
| 12 | Reflector buttons | 62 | \$6.95 | \$430.90 | \$10.50 | \$651.00 |
| 13 | Paint skip line | 3100 | \$0.35 | \$1,085.00 | \$1.05 | \$3,255.00 |
| 14 | Paint ped x-walk | 13 | \$579.00 | \$7,527.00 | \$409.50 | \$5,323.50 |
| 15 | Paint STOP | 8 | \$115.00 | \$920.00 | \$299.25 | \$2,394.00 |
| 16 | Paint parking stall | 23 | \$35.00 | \$805.00 | \$21.00 | \$483.00 |
| 17 | Warning buttons | 30 | \$7.00 | \$210.00 | \$12.60 | \$378.00 |
| 18 | Curb & Gutter | 5 | \$2,644.00 | \$13,220.00 | \$2,200.00 | \$11,000.00 |
| 19 | Sidewalk | 622 | \$9.62 | \$5,983.64 | \$11.31 | \$7,034.82 |
| 20 | Truncated domes | 192 | \$39.31 | \$7,547.52 | \$35.64 | \$6,842.88 |
| 21 | Valley gutter | 30 | \$70.43 | \$2,112.90 | \$181.80 | \$5,454.00 |
| 22 | Traffic Control | 1 | \$14,475.84 | \$14,475.84 | \$17,217.00 | \$17,217.00 |
| Base Bid Total: | | | | \$234,789.00 | | \$261,612.10 |
| Additive Bid #1: Segment #3, Third Street; Solano Street to Blackburn Avenue | | | | | | |
| A1.1 | Clean asphalt cracks | 1 | \$6,506.00 | \$6,506.00 | \$23,500.00 | \$23,500.00 |
| A1.2 | 2" AC | 96700 | \$1.09 | \$105,403.00 | \$1.08 | \$104,436.00 |
| A1.3 | Grindng | 6420 | \$0.45 | \$2,889.00 | \$0.41 | \$2,632.20 |
| A1.4 | Paint centerline | 2600 | \$0.69 | \$1,794.00 | \$2.10 | \$5,460.00 |
| A1.5 | Reflector buttons | 55 | \$6.95 | \$382.25 | \$10.50 | \$577.50 |
| A1.6 | Paint x-walk | 1 | \$579.00 | \$579.00 | \$409.50 | \$409.50 |
| A1.7 | Paint STOP | 7 | \$116.00 | \$812.00 | \$299.25 | \$2,094.75 |
| A1.8 | Curb & Gutter | 1 | \$2,544.00 | \$2,544.00 | \$2,200.00 | \$2,200.00 |
| A1.9 | Sidewalk | 144 | \$17.25 | \$2,484.00 | \$25.10 | \$3,614.40 |
| A1.10 | Truncated domes | 108 | \$39.31 | \$4,245.48 | \$35.65 | \$3,850.20 |
| A1.11 | Water valve covers | 12 | \$461.00 | \$5,532.00 | \$350.00 | \$4,200.00 |
| A1.12 | Manhole cover | 1 | \$422.00 | \$422.00 | \$400.00 | \$400.00 |
| A1.13 | Traffic Control | 1 | \$11,117.27 | \$11,117.27 | \$7,966.00 | \$7,966.00 |
| | | | | \$144,710.00 | | \$161,340.55 |
| Additive Bid #2: Segment #4, Solano Street; West Street to 6th St | | | | | | |
| A2.1 | Clean asphalt cracks | 1 | \$2,686.00 | \$2,686.00 | \$9,500.00 | \$9,500.00 |
| A2.2 | 2" AC | 36500 | \$1.15 | \$41,975.00 | \$1.25 | \$45,625.00 |
| A2.3 | Grindng | 9230 | \$0.45 | \$4,153.50 | \$0.41 | \$3,784.30 |
| A2.4 | Paint centerline | 530 | \$0.69 | \$365.70 | \$2.10 | \$1,113.00 |
| A2.5 | Reflector buttons | 22 | \$7.00 | \$154.00 | \$10.50 | \$231.00 |
| A2.6 | Paint skip line | 1060 | \$0.35 | \$371.00 | \$1.05 | \$1,113.00 |
| A2.7 | Paint x-walk | 4 | \$579.00 | \$2,316.00 | \$409.50 | \$1,638.00 |
| A2.8 | Paint STOP | 2 | \$115.00 | \$230.00 | \$299.25 | \$598.50 |
| A2.9 | Paint parking stall | 18 | \$34.74 | \$625.32 | \$21.00 | \$378.00 |
| A2.10 | Curb & Gutter | 4 | \$2,545.00 | \$10,180.00 | \$2,611.00 | \$10,444.00 |
| A2.11 | Sidewalk | 144 | \$17.25 | \$2,484.00 | \$28.98 | \$4,173.12 |
| A2.12 | Truncated dome | 48 | \$39.31 | \$1,886.88 | \$35.65 | \$1,711.20 |
| A2.13 | Traffic Control | 1 | \$5,558.60 | \$5,558.60 | \$7,782.00 | \$7,782.00 |
| | | | | \$72,986.00 | | \$88,091.12 |
| Total Base Bid, Additives 1 & 2: | | | | \$452,485.00 | | \$511,043.77 |

#3 Darren Taylor

#4 Knife River

| Item | Description | Qty | Unit Price | Bid Amt | Unit Price | Bid Amt |
|----------------------------------------------------------------------------------|----------------------|-------|-------------|--------------|-------------|-------------|
| Base Bid: Segment 1, Solano Street; West of I-5 Freeway | | | | | | |
| 1 | Clean asphalt cracks | 1 | \$7,300.00 | \$7,300.00 | \$26,350.00 | \$26,350.00 |
| 2 | Grinding | 9200 | \$0.35 | \$3,220.00 | \$0.50 | \$4,600.00 |
| 3 | 2" AC | 36240 | \$1.46 | \$52,910.40 | \$1.00 | \$36,240.00 |
| 4 | Paint centerline | 650 | \$2.00 | \$1,300.00 | \$0.60 | \$390.00 |
| 5 | Paint fog line | 1300 | \$0.70 | \$910.00 | \$0.35 | \$455.00 |
| 6 | Paint ped x-walk | 2 | \$390.00 | \$780.00 | \$500.00 | \$1,000.00 |
| 7 | Paint STOP | 2 | \$265.00 | \$530.00 | \$100.00 | \$200.00 |
| Base Bid: Segment 2, Solano Street; Between Toomes Avenue and West Street | | | | | | |
| 8 | Clean asphalt cracks | 1 | \$7,300.00 | \$7,300.00 | \$70,300.00 | \$70,300.00 |
| 9 | 2" AC | 87660 | \$1.18 | \$103,438.80 | \$1.00 | \$87,660.00 |
| 10 | Grinding | 27300 | \$0.35 | \$9,555.00 | \$0.50 | \$13,650.00 |
| 11 | Paint centerline | 1550 | \$2.00 | \$3,100.00 | \$0.60 | \$930.00 |
| 12 | Reflector buttons | 62 | \$10.00 | \$620.00 | \$6.00 | \$372.00 |
| 13 | Paint skip line | 3100 | \$1.00 | \$3,100.00 | \$0.30 | \$930.00 |
| 14 | Paint ped x-walk | 13 | \$390.00 | \$5,070.00 | \$500.00 | \$6,500.00 |
| 15 | Paint STOP | 8 | \$265.00 | \$2,120.00 | \$100.00 | \$800.00 |
| 16 | Paint parking stall | 23 | \$20.00 | \$460.00 | \$30.00 | \$690.00 |
| 17 | Warning buttons | 30 | \$12.00 | \$360.00 | \$6.00 | \$180.00 |
| 18 | Curb & Gutter | 5 | \$4,900.00 | \$24,500.00 | \$3,500.00 | \$17,500.00 |
| 19 | Sidewalk | 622 | \$14.50 | \$9,019.00 | \$21.50 | \$13,373.00 |
| 20 | Truncated domes | 192 | \$18.00 | \$3,456.00 | \$33.95 | \$6,518.40 |
| 21 | Valley gutter | 30 | \$46.00 | \$1,380.00 | \$80.00 | \$2,400.00 |
| 22 | Traffic Control | 1 | \$23,200.00 | \$23,200.00 | \$67,000.00 | \$67,000.00 |

Total Base \$263,629.20 \$358,038.40

| | | | | | | |
|-------------------------------------------------------------------------------------|----------------------|-------|------------|--------------|-------------|-------------|
| Additive Bid #1: Segment #3, Third Street; Solano Street to Blackburn Avenue | | | | | | |
| A1.1 | Clean asphalt cracks | 1 | \$7,300.00 | \$7,300.00 | \$52,750.00 | \$52,750.00 |
| A1.2 | 2" AC | 96700 | \$1.18 | \$114,106.00 | \$0.90 | \$87,030.00 |
| A1.3 | Grindng | 6420 | \$0.35 | \$2,247.00 | \$2.00 | \$12,840.00 |
| A1.4 | Paint centerline | 2600 | \$2.00 | \$5,200.00 | \$0.60 | \$1,560.00 |
| A1.5 | Reflector buttons | 55 | \$10.00 | \$550.00 | \$6.00 | \$330.00 |
| A1.6 | Paint x-walk | 1 | \$390.00 | \$390.00 | \$500.00 | \$500.00 |
| A1.7 | Paint STOP | 7 | \$265.00 | \$1,855.00 | \$100.00 | \$700.00 |
| A1.8 | Curb & Gutter | 1 | \$4,900.00 | \$4,900.00 | \$2,500.00 | \$2,500.00 |
| A1.9 | Sidewalk | 144 | \$14.50 | \$2,088.00 | \$17.00 | \$2,448.00 |
| A1.10 | Truncated domes | 108 | \$18.00 | \$1,944.00 | \$33.95 | \$3,666.60 |
| A1.11 | Water valve covers | 12 | \$450.00 | \$5,400.00 | \$500.00 | \$6,000.00 |
| A1.12 | Manhole cover | 1 | \$750.00 | \$750.00 | \$950.00 | \$950.00 |
| A1.13 | Traffic Control | 1 | \$6,400.00 | \$6,400.00 | \$5,000.00 | \$5,000.00 |

Total Additive Bid #1: \$153,130.00 \$176,274.60

| | | | | | | |
|-------------------------------------------------------------------------|----------------------|-------|------------|-------------|-------------|-------------|
| Additive Bid #2: Segment #4, Solano Street; West Street to 6th S | | | | | | |
| A2.1 | Clean asphalt cracks | 1 | \$7,300.00 | \$7,300.00 | \$17,500.00 | \$17,500.00 |
| A2.2 | 2" AC | 36500 | \$1.46 | \$53,290.00 | \$0.90 | \$32,850.00 |
| A2.3 | Grindng | 9230 | \$0.35 | \$3,230.50 | \$0.30 | \$2,769.00 |
| A2.4 | Paint centerline | 530 | \$2.00 | \$1,060.00 | \$0.60 | \$318.00 |
| A2.5 | Reflector buttons | 22 | \$10.00 | \$220.00 | \$6.00 | \$132.00 |
| A2.6 | Paint skip line | 1060 | \$1.00 | \$1,060.00 | \$0.30 | \$318.00 |
| A2.7 | Paint x-walk | 4 | \$390.00 | \$1,560.00 | \$500.00 | \$2,000.00 |
| A2.8 | Paint STOP | 2 | \$265.00 | \$530.00 | \$100.00 | \$200.00 |
| A2.9 | Paint parking stall | 18 | \$20.00 | \$360.00 | \$30.00 | \$540.00 |
| A2.10 | Curb & Gutter | 4 | \$4,900.00 | \$19,600.00 | \$3,000.00 | \$12,000.00 |
| A2.11 | Sidewalk | 144 | \$14.50 | \$2,088.00 | \$17.00 | \$2,448.00 |
| A2.12 | Truncated dome | 48 | \$18.00 | \$864.00 | \$33.95 | \$1,629.60 |
| A2.13 | Traffic Control | 1 | \$6,400.00 | \$6,400.00 | \$8,000.00 | \$8,000.00 |

\$97,562.50 **\$80,704.60**

Total Base Bid, Additives 1 & 2: **\$514,321.70** **\$615,017.60**

CONTRACT CHANGE ORDER

Order No. 1

Date: June 9, 2015

Contract for: 2015 CDBG Street Paving Project

Owner: City of Corning, 794 Third Street, Corning, CA 96021

To: Stimpel-Wiebelhaus Associates, Inc. P.O. Box 492335, Redding, CA 96049

You are hereby requested to comply with the following changes from the contract plans and specifications.

| Description of Changes | DECREASE In Contract Price | INCREASE In Contract Price |
|---------------------------|-------------------------------|-------------------------------|
| <u>Additive Bid No. 2</u> | | |
| Delete Bid Item A2.10 | \$ 10,180.00 | |
| Delete Bid Item A2.11 | \$ 2,484.00 | |
| Delete Bid Item A2.12 | \$ 1,886.88 | |
| Net Change: | -\$ 14,550.88 | |

JUSTIFICATIONS:

Subsequent to advertising for bids for this CDBG paving project, the Downtown TE Project was approved by the CTC. This project includes improvements between 6th Street and West Street. The items noted above deleted from this contract are also included in the TE project and if constructed under this contract would require later removal of the concrete items to accommodate the bulb-out curb returns under the TE project. The street paving between 6th Street and West Street will remain under this contract and deleted in the TE project

The original contract total \$452,485.00 including this and previous change orders will be decreased by (\$ 14,550.88) for a new total of: \$ 437,934.12

The contract completion date will remain at: 90-days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: _____
City of Corning

Date: _____

Recommended: J. E. (Ed) Anderson
J.E. (Ed) Anderson

Date: June 9, 2015

Accepted: _____
Stimpel-Wiebelhaus Associates, Inc.

Date: _____

**CITY OF CORNING
STATE OF CALIFORNIA**

CONTRACT AGREEMENT

**2015 CITY OF CORNING CDBG STREET PAVING
AND RECONSTRUCTION PROJECT**

THIS AGREEMENT, made and concluded this _____, between the City of Corning ("City") and Stimpel-Wieblhaus Associates, 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 Federal Prevailing Wage Rates, and/or the "General Prevailing Wage Rates" of the State of California, whichever is higher, which said Special Provisions, Plans, and Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

**2015 CITY OF CORNING
CDBG STREET PAVING AND RECONSTRUCTION PROJECT**

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 2104 Corning Asphalt Paving Overlay Project 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 **\$250** 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

John L. Brewer, AICP
City Manager

Date

CONTRACTOR

Stimpel-Wiebelhaus Associates, Inc.
Company Name

By and Title (signature)

Date

P.O. Box 492335, Redding, CA 96049
Address

530/223-6605
Telephone Number

clayton@stimpel.net
E-Mail Address

ADDENDUM NO. 1

CITY OF CORNING
CONTRACT DOCUMENTS FOR:
2015 CDBG Street Paving
Dated: August 2015

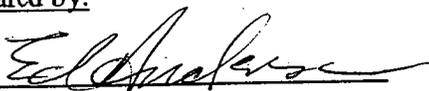
The purpose of this Addendum No. 1 is to modify the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents. **THIS ADDENDUM SHALL BE SIGNED BY THE BIDDER, DATED, AND SUBMITTED WITH THE BID PROPOSAL FOR THE PROJECT.**

This Addendum consists of a total of 41 pages.

U.S. Department of Labor, Wage Determination: General Decision Number: CA150009 05/01/2015 CA 9 (attached). This determination shall supersede that within the above named project.

Dated: May 20, 2015

Prepared by:


Ed Anderson, Consulting City Engineer

Bidder:

Name: STIMPEL-WIEBELHAUS
ASSOCIATES INC.

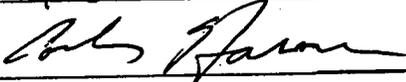
Address: PO Box 492335
REDDING, CA 96049

Phone: 530-223-6605

Fax: 530-223-3879

E-Mail: CLAYTON@STIMPEL.NET

Date: 5/28/15

Signature: 

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:

Sweeping, cleaning, filling depressions with asphalt, crack sealing, asphalt grinding prior to paving, painting crosswalks, markings, stalls and striping, removing and installing reflectors, removing and replacing concrete curb returns, traffic control and all related work, as shown on the plans and described herein, and do it in the manner and time specified for the prices in the following bid schedule, to wit:

BASE BID: (Segment No. 1-Solano Street, West of I-5 Freeway.)

| <u>ITEM</u> | <u>APPROX QUANTITY</u> | <u>DESCRIPTION OF WORK</u> | <u>BID UNIT PRICE</u> | <u>BID AMOUNT</u> |
|--------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------|
| 1. | Lump Sum | Clean existing asphalt cracks and fill with an asphalt emulsion prior to paving, complete. | \$ <u>2686.⁰⁰</u> LS | \$ <u>2686.⁰⁰</u> |
| 2. | 9,200 SF | Grind existing paving edges at existing concrete gutter lip, where applicable (from 0" deep at a distance of 4-feet from lip of gutter to 1 1/2" at lip of gutter). Overall width of grinding to be 4-feet, and dispose of grindings, complete in place. | \$ <u>1.17</u> SF | \$ <u>10764.⁰⁰</u> |
| 3. | 36,240 SF | Furnish and Place 2-inch thickness of type 'A' asphalt concrete (1/2" agg. size), complete in place. | \$ <u>1.17</u> SF | \$ <u>42400.⁸⁰</u> |
| 4. | 650 LF | Paint solid double yellow centerline, complete in place. | \$ <u>.69</u> LF | \$ <u>448.⁵⁰</u> |
| 5. | 1,300 LF | Paint solid white fog line along the Edge of pavement on each side of Solano Street, complete in place. | \$ <u>.41</u> LF | \$ <u>533.⁰⁰</u> |
| 6. | 2 EA | Paint pedestrian crosswalk across each leg of Barham Avenue, complete in place. | \$ <u>579.⁰⁰</u> EA | \$ <u>1158.⁰⁰</u> |
| 7. | 2 EA. | Paint "STOP" legend on Barham Ave. at Solano St., complete. | \$ <u>115.⁰⁰</u> EA. | \$ <u>230.⁰⁰</u> |
| Subtotal- Bid Items 1-7: | | | | \$ <u>58220.³⁰</u> |

PROPOSAL

BASE BID (cont'd): Segment No. 2; Solano Street between Toomes Ave. and West Street.

| <u>ITEM</u> | <u>APPROX QUANTITY</u> | <u>DESCRIPTION OF WORK</u> | <u>BID UNIT PRICE</u> | <u>BID AMOUNT</u> |
|-------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------|
| 8. | Lump Sum | Clean existing asphalt cracks and fill with an asphalt emulsion prior to paving, complete. | \$ <u>6507.⁰⁰</u> LS | \$ <u>6507.⁰⁰</u> |
| 9. | 87,660 SF | Furnish and Place 2-inch thickness of type 'A' asphalt concrete (1/2" agg. size), complete in place. | \$ <u>1.14</u> SF | \$ <u>99932.40</u> |
| 10. | 27,300 SF | Grind all existing paving edges at existing concrete gutter lip, where applicable (from 0" deep at a distance of 7-feet from lip of gutter to 1-1/2" at lip of gutter. Overall width of grinding to be 7-feet, and dispose of grindings, complete. | \$ <u>.54</u> SF | \$ <u>14742.⁰⁰</u> |
| 11. | 1,550 LF | Paint solid double yellow centerline, complete in place. | \$ <u>.69</u> LF | \$ <u>1069.50</u> |
| 12. | 62 EA | Remove existing and install new reflector buttons, complete in place | \$ <u>6.95</u> EA | \$ <u>430.90</u> |
| 13. | 3,100 LF | Paint white skip line each side of Solano Street (lane delineation), complete in place. | \$ <u>.35</u> LF | \$ <u>1085.⁰⁰</u> |
| 14. | 13 EA | Paint pedestrian crosswalks at existing locations across Solano Street and side streets, complete in place. | \$ <u>579.⁰⁰</u> EA | \$ <u>7527.⁰⁰</u> |
| 15. | 8 EA. | Paint "STOP" legends and stop bars at the existing side street locations, complete in place. | \$ <u>115.⁰⁰</u> EA | \$ <u>920.⁰⁰</u> |
| 16. | 23 EA | Paint parking stall delineations at existing locations, complete. | \$ <u>35.⁰⁰</u> EA | \$ <u>805.⁰⁰</u> |
| 17. | 30 EA | Remove existing and install warning buttons, complete in place. | \$ <u>7.⁰⁰</u> EA | \$ <u>210.⁰⁰</u> |

PROPOSAL

Base Bid: Segment 2, continued

| <u>ITEM</u> | <u>APPROX QUANTITY</u> | <u>DESCRIPTION OF WORK</u> | <u>BID UNIT PRICE</u> | <u>BID AMOUNT</u> |
|----------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------|
| 18. | 5 EA | Remove existing curb/gutter returns and install handicap (ADA compliance) curb returns, (approx.. 30 l.f. of curb/gutter at each return), complete in place. | \$ <u>2644.⁰⁰</u> EA | \$ <u>13220.⁰⁰</u> |
| 19. | 622 SF | Remove and replace existing sidewalk at existing curb returns determined to be removed and replaced, complete in place. | \$ <u>9.62</u> SF | \$ <u>5983.64</u> |
| 20. | 192 SF | Install truncated domes surface at existing and new curb returns, (estimated to be 12-SF per location), complete in place. | \$ <u>39.31</u> SF | \$ <u>7547.52</u> |
| 21. | 30 LF | Remove and replace one-half length of valley gutter and conform to the existing valley gutter, complete in place. | \$ <u>70.43</u> LF | \$ <u>2112.90</u> |
| 22. | Lump Sum | Traffic control, complete | \$ <u>14475.⁸⁴</u> LS | \$ <u>14475.84</u> |
| Subtotal- Bid Items 8-22: | | | | \$ <u>176568.⁷⁰</u> |
| Total Base Bid, Bid Items 1-22: | | | | \$ <u>234789.⁰⁰</u> |

ADDITIVE BID No. 1: Segment #3, Third Street, (Solano Street to Blackburn Avenue).

| | | | | |
|-------|-----------|------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------|
| A1.1 | Lump Sum | Clean existing asphalt cracks and fill with an asphalt emulsion prior to paving, complete. | \$ <u>6506.⁰⁰</u> LS | \$ <u>6506.⁰⁰</u> |
| A1.2. | 96,700 SF | Furnish and Place 2-inch thickness of type 'A' asphalt concrete (1/2" agg. size), complete in place. | CH \$ <u>.45</u> SF | \$ <u>105403.⁰⁰</u> \$ <u>2889.⁰⁰</u> CH |

PROPOSAL

ADDITIVE BID No. 1, Continued

| <u>ITEM</u> | <u>APPROX QUANTITY</u> | <u>DESCRIPTION OF WORK</u> | <u>BID UNIT PRICE</u> | <u>BID AMOUNT</u> |
|-------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------|
| A1.3 | 6,420 SF | Grind all existing paving edges at existing concrete gutter lip, where applicable (from 0" deep at a distance of 4-feet from lip of gutter to 1-1/2" at lip of gutter. Overall width of grinding to be 4-feet, and dispose of grindings, complete. | CH \$ <u>.69</u> SF | \$ 1794.00 CH <u>2889.00</u> |
| A1.4 | 2,600 LF | Paint solid double yellow centerline, complete in place. | .69 CH \$ <u>6.95</u> LF | <u>1794.00</u> \$ 382.25 CH |
| A1.5 | 55 EA | Remove existing and install new reflector buttons, complete in place | CH \$ <u>6.95</u> EA | <u>382.25</u> \$ 5 |
| A1.6 | 1 EA | Paint pedestrian crosswalk at existing location across Solano Street, complete in place. | \$ <u>579.00</u> EA | \$ <u>579.00</u> |
| A1.7 | 7 EA. | Paint "STOP" legends and stop bars at the existing side street locations, complete in place. | \$ <u>116.00</u> EA | \$ <u>812.00</u> |
| A1.8 | 1 EA | Remove existing curb/gutter returns and install handicap (ADA compliance) curb returns, (approximately 30 l.f. of curb/gutter at each return), complete in place | \$ <u>2544.00</u> EA | \$ <u>2544.00</u> |
| A1.9 | 144 SF | Remove and replace existing sidewalk at existing curb returns determined to be removed and replaced, complete in place. | \$ <u>17.25</u> SF | \$ <u>2484.00</u> |
| A1.10 | 108 SF | Install truncated domes surface at existing and new curb returns, (estimated to be 12-SF per location), complete in place. | \$ <u>39.31</u> SF | \$ <u>4245.48</u> |
| A1.11 | 12 EA | Raise existing water valve covers to grade per city standard, complete in place. | \$ <u>461.00</u> EA | \$ <u>5532.00</u> |

PROPOSAL

ADDITIVE BID No. 1, Continued

| <u>ITEM</u> | <u>APPROX QUANTITY</u> | <u>DESCRIPTION OF WORK</u> | <u>BID UNIT PRICE</u> | <u>BID AMOUNT</u> |
|------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------|-----------------------|---------------------|
| A1.12 | 1 EA | Raise existing manhole cover to grade per city standard, complete in place. | \$ <u>422.00</u> EA | \$ <u>422.00</u> |
| A1.13 | Lump Sum | Traffic control, complete | \$ <u>11117.27</u> LS | \$ <u>11117.27</u> |
| Total Additive Bid No. 1, Bid Items A-1.1 to A1.13: | | | | \$ <u>144710.00</u> |

ADDITIVE BID No. 2: Segment #4, Solano Street, (West Street to 6th Street).

| | | | | |
|------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| A2.1 | Lump Sum | Clean existing asphalt cracks and fill with an asphalt emulsion prior to paving, complete. | \$ <u>2686.00</u> LS | \$ <u>2686.00</u> |
| A2.2 | 36,500 SF | Furnish and Place 2-inch thickness of type 'A' asphalt concrete (1/2" agg. size), complete in place. | \$ <u>1.15</u> SF | \$ <u>41975.00</u> |
| A2.3 | 9,230 SF | Grind all existing paving edges at existing concrete gutter lip, where applicable (from 0" deep at a distance of 7-feet from lip of gutter to 1-1/2" at lip of gutter. Overall width of grinding to be 7-feet, and dispose of grindings, complete. | \$ <u>.45</u> SF | \$ <u>4153.50</u> |
| A2.4 | 530 LF | Paint solid double yellow centerline, complete in place. | \$ <u>.69</u> LF | \$ <u>365.70</u> |
| A2.5 | 22 EA | Remove existing and install new reflector buttons, complete in place | \$ <u>7.00</u> EA | \$ <u>154.00</u> |
| A2.6 | 1,060 LF | Paint white skip line each side of Solano Street (lane delineation), complete in place. | \$ <u>.35</u> LF | \$ <u>371.00</u> |

PROPOSAL

ADDITIVE BID No. 2, Continued

| <u>ITEM</u> | <u>APPROX QUANTITY</u> | <u>DESCRIPTION OF WORK</u> | <u>BID UNIT PRICE</u> | <u>BID AMOUNT</u> |
|-----------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------|
| A2.7 | 4 EA | Paint pedestrian crosswalks at existing locations across Solano Street and side streets, complete in place. | \$ <u>579.⁰⁰</u> EA | \$ <u>2316.⁰⁰</u> |
| A2.8 | 2 EA. | Paint "STOP" legends and stop bars at the existing side street locations, complete in place. | \$ <u>115.⁰⁰</u> EA | \$ <u>230.⁰⁰</u> |
| A2.9 | 18 EA | Paint parking stall delineations at existing locations, complete. | \$ <u>34.⁷⁴</u> EA | \$ <u>625.³²</u> |
| A2.10 | 4 EA | Remove existing curb/gutter returns and install handicap (ADA compliance) curb returns, (approx.. 30 l.f. of curb and gutter at each location), complete in place | \$ <u>2545.⁰⁰</u> EA | \$ <u>10180.⁰⁰</u> |
| A2.11 | 144 SF | Remove and replace existing sidewalk at existing curb returns determined to be removed and replaced, complete in place. | \$ <u>17.²⁵</u> SF | \$ <u>2484.⁰⁰</u> |
| A2.12 | 48 SF | Install truncated domes surface at existing and new curb returns, (estimated to be 12-SF per location), complete in place. | \$ <u>39.³¹</u> SF | \$ <u>1886.⁸⁸</u> |
| A2.13 | Lump Sum | Traffic control, complete | \$ <u>5558.⁶⁰</u> LS | \$ <u>5558.⁶⁰</u> |
| Total Additive Bid No. 2, Bid Items A2.1 to A2.13: | | | | \$ <u>72986.⁰⁰</u> |

SUMMARY:
BASE BID: \$ 234789.⁰⁰ + ADD BID No. 1 144710.⁰⁰ + ADD BID No. 2: \$ 72986.⁰⁰ =

Total: \$ 452485.⁰⁰

PROPOSAL

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 BIDDERS 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, License No. 605471, Expires 10/31/16.

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: Loch Ham - CORKEY HARMON - PRESIDENT

Business Address: PO Box 492335
REDDING, CA 96049
STIMPEL - WIEBELHAUS ASSOCIATES INC.

Business Phone: 530-223-1605

Business Fax: 530-223-3879

Cell Phone: 530-524-4022

E-mail Address: CLAYTON@STIMPEL.NET

Dated: 5/28/15

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.

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

**2015 CITY OF CORNING CDBG STREET PAVING
AND RECONSTRUCTION PROJECT**

We, Stimpel-Wiebelhaus Associates, 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:

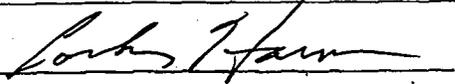
WHEREAS, the Principal is submitting a bid to the Obligee for **2015 CITY OF CORNING CDBG STREET PAVING AND RECONSTRUCTION PROJECT** for which bids are to be opened at Corning, California, on May 28, 2015.

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.

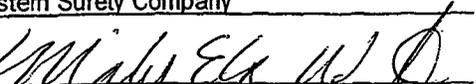
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: May 27, 2015

Stimpel-Wiebelhaus Associates, Inc.

By: 

Western Surety Company

By: 

Mindy Elaine Whitehouse, Attorney-in-Fact

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, Bobbie Beeny, Steve Williams, Mindy Elaine Whitehouse, Elizabeth Collodi, Bonnie Two Bears, Jennifer Lelouarn, Individually

of Sacramento, 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 8th day of April, 2015.

WESTERN SURETY COMPANY



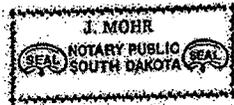
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of April, 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

June 23, 2015



J. Mohr
J. Mohr, 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 27 day of May, 2015



WESTERN SURETY COMPANY

L. Nelson
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.

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 Shasta

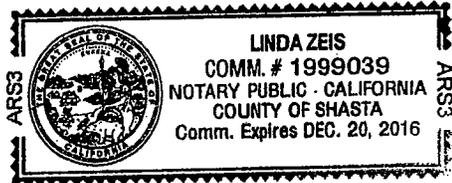
On May 27, 2015 before me, Linda Zeis, Notary Public
(insert name and title of the officer)

personally appeared Mindy Elaine Whitehouse,
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 Linda Zeis (Seal)



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

**2015 CITY OF CORNING CDBG STREET PAVING
AND RECONSTRUCTION PROJECT**

We, _____, as Principal, and _____, 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 **2015 CITY OF CORNING CDBG STREET PAVING AND RECONSTRUCTION PROJECT** for which bids are to be opened at Corning, California, on _____.

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: _____

By: _____

By: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder STIMPEL-WIEBELHAUS ASSOCIATES INC. proposed subcontractor ANPAK CORPORATION, hereby certifies that he has x 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 X

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 INCLUDED IN BID

Each GENERAL CONTRACTOR bidding on this project shall list below the name and business address of each SUBCONTRACTOR who will perform WORK or render service under this CONTRACT in or about the construction of the improvement. Each SUBCONTRACTOR must have a contract that contains all necessary CDBG language as contained in this bid package. All subcontractors will be verified for proper licensed by the State of California and checked against federal debarred list. All subcontractors will be required to sign certifications of compliance with federal and state prevailing wage laws. All subcontractors shall provide a detailed list of trades to be used on this project. All subcontractors will be required to submit weekly certified payrolls (Department of Labor Form WH-347 or equal) to _____ the labor compliance officer at _____ for this project.

| <u>Trade / Portion of Work</u> | <u>Subcontractor's Name and Address</u> |
|----------------------------------------------------|------------------------------------------------------------------------------------|
| 1. <u>STRIPING</u> Contract: \$ <u>21545.00</u> | * <u>CHRISP COMPANY</u> <u>1805 EAST BEAMER RD</u> <u>WOODLAND, CA 95776</u> |
| 2. <u>GRINDING</u> Contract: \$ <u>24018.50</u> | * <u>ANZAK CORPORATION</u> <u>5820 MAYHEW RD</u> <u>SACRAMENTO, CA 95827</u> |
| 3. <u>CONCRETE</u> Contract: \$ <u>31132.60</u> | * <u>WARTS'S CONCRETE INC</u> <u>PO BOX 1276</u> <u>ANDERSON, CA 96007</u> |
| 4. _____ Contract: \$ _____ | _____ |
| 5. _____ Contract: \$ _____ | _____ |
| 6. _____ Contract: \$ _____ | _____ |
| 7. _____ Contract: \$ _____ | _____ |
| 8. _____ Contract: \$ _____ | _____ |

NOTE: Additional numbered pages may be attached to this page if sufficient space is not provided hereon.

**ITEM NO.: J-15
ORDINANCE 659 ALLOWING
INSURANCE IN LIEU OF BONDS
(Second Reading & Proposed
Adoption)**

June 9, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CITY MANAGER JOHN L. BREWER, AICP JB
JODY BURGESS, CITY ATTORNEY
LISA LINNET, CITY CLERK lln

SUMMARY:

The proposed Ordinance would permit the City to use insurance protection against dishonesty/crime in lieu of the Bonds now required by our Municipal Code.

BACKGROUND:

California law (Government Code Section 36518) requires City Clerks and City Treasurers to post Bonds, in amounts set by the City, before taking office. Corning's Municipal Code also requires our City Manager and Finance Director to post Bonds. State law (Government Code Section 1463) allows Cities to use "a Government Crime Insurance Policy or Employee Dishonesty Insurance Policy, including faithful performance" in lieu of Bonds if such policy is approved by the "presiding Judge of the Superior Court" and is recorded in the Tehama County Recorder's Office and subsequently filed with the County Treasurer as provided in the California Government Code, Sections 1457 to 1460.1.

The Municipal Code of the City of Corning for years required that Bonds be posted for certain public officials. A review of the costs of acquiring Bonds has been compared with the premiums the City would pay for a more comprehensive insurance policy and the insurance premiums were significantly less than the cost of Bonds. That is what prompted the action before the Council tonight which proposes that the City Municipal Code be amended to allow Insurance to be used in lieu of Bonds.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- **HAVE THE CITY CLERK READ ORDINANCE 659 BY SHORT TITLE; and**
- **MOVE TO ADOPT ORDINANCE 659, AN ORDINANCE THAT ALLOWS THE USE OF INSURANCE IN LIEU OF POSTING BONDS; and**
- **DIRECT THE CITY ATTORNEY TO OBTAIN APPROVAL BY THE PRESIDING JUDGE OF THE SUPERIOR COURT, RECORD THE LEGALLY REQUIRED DOCUMENTS AT THE TEHAMA COUNTY CLERK AND RECORDER'S OFFICE AND FILE WITH THE COUNTY TREASURER AS PROVIDED IN THE CALIFORNIA GOVERNMENT CODE, SECTIONS 1457 TO 1460.1.**

ORDINANCE NO.: 659

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF CORNING ALLOWING INSURANCE TO BE USED IN LIEU OF BONDS FOR
CERTAIN CITY OFFICIALS**

The City Council of the City of Corning does ordain as follows:

SECTION 1 –AMENDMENT

Sections 2.16.050 and 2.44.050 of the Corning Municipal Code are modified as set forth below in the underlined language:

- **2.16.050 - Director-Bond.**

The Director of Finance shall execute a Bond to the City in the same amount as required of the City Clerk by the provisions of Section 36518 of the Government Code of the State of California in the amount fixed by the process described therein. Subject to the requirements set forth in Government Code Section 1463, an Insurance Policy or Policies approved by the City Attorney and by the presiding Judge of the Tehama County Superior Court may be used as an alternative to the posting of an Official Bond.

- **2.44.050 - Bond.**

The City Manager and/or Acting City Manager, if any, shall furnish a Corporate Surety Bond to be approved by the City Council in such sum as may be determined by the City Council, and shall be conditioned upon the faithful performance of the duties imposed upon the City Manager and Acting City Manager as prescribed in this chapter. Any premium for such bond shall be a proper charge against the City. Subject to the requirements set forth in Government Code Section 1463, an Insurance Policy, or Policies, approved by the City Attorney, the presiding Judge of the Tehama County Superior Court, and subsequently recorded and filed as provided in Government Code Sections 1457 to 1460.1, inclusive, may be used as an alternative to the posting of Official Bonds.

Section 2.08.060 is added to the Corning Municipal Code as set forth below in the underlined language:

- **2.08.060 – City Clerk and City Treasurer-Bond.**

The City Clerk and the City Treasurer shall each execute a Bond to the City as required by the provisions of Section 36518 of the Government Code of the State of California in the amounts fixed by the process described therein. Subject to the requirements set forth in Government Code Section 1463, an Insurance Policy, or Policies, approved by the City Attorney, the presiding Judge of the Tehama County Superior Court, and subsequently recorded and filed as provided in Government Code Sections 1457 to 1460.1, inclusive, may be used as an alternative to the posting of Official Bonds.

SECTION 2 – PURPOSE AND AUTHORITY

The purpose of this Ordinance is to permit the City to save money by acquiring insurance at a better rate in lieu of Bonds and, at the same time, to expand the scope of protection (coverage) provided to the City.

SECTION 3 – PUBLICATION AND EFFECTIVE DATE

Pursuant to Government Code Section 36933, this Ordinance, or a summary hereof, shall be published at least five (5) days prior to adoption and within fifteen (15) days after its adoption together with the names of the Council Members voting for and against it, in a newspaper of general circulation published and printed in Tehama County and circulated in the City of Corning. This Ordinance shall take effect thirty (30) days after its adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning on May 26, 2015, and adopted at a regular meeting of the City Council of the City of Corning held on June 9, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

FIDELITY BONDS/DISHONESTY BOND

Updated 5/2015

| Term | Cost | Type | Coverage | Company Name |
|-------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10/26/13 - 10/26/14 | \$125 | Fidelity Bond City Mgr. John Brewer | \$10,000 | Jones Ins. - Great America Bond # MS 1-35-64-46-01 |
| 10/14/13 - 10/14/14 | \$125 | Fidelity Bond Acct. Tech. Lori Sims | \$10,000 | Jone Ins. - Great America Bond # MS 5-36-54-34-09 |
| 8/1/13 - 8/1/14 | \$1,450 | Position Fidelity Bond 80%/20% Wtr. & Swr. Line Rplcmt. | \$454,437 | Jones Ins. - Great America Bond # MS 5-61-57-60-13 USDA Farmers Home Adm., 2 Sutter St., Ste. B, Red Bluff, CA |
| 1/7/13 - 1-7-14 | \$125 | Fidelity Bond Acct. Tech. Pala Cantrell | \$10,000 | Jones Ins. - Great America Bond # FS 5-86-08-34-09 |
| 1/7/13 - 1/7/14 | \$125 | Fidelity Bond City Clerk Lisa Linnet | \$10,000 | Jones Ins. - Great America Bond # FS 5-86-08-31-09 |
| 11/3/2012 - 11/3/13 | \$362 | Employee Dishonesty Bond | \$30,063 | Jones Ins. - Great America Policy # CRP 2-45-46-10-02 USDA Rural Dev. Loan Clark Park Well (Must maintain coverage for life of loan) |
| Total | \$2,312 | | | |
| 5/2015 Current Rate (plan for possible 5% rate increase) | \$800 | Gov't Crime Policy Ins. (Replaces above listed Bonds) | \$1,000,000 | NCCSIF - Alliant Ins. Serv. Nat'l Union Fire Ins. of Pittsburgh, PA Broker: Susan Adams, Assist. V. Pres. |

\$1,512 Savings

ITEM NO.: J-16

**ADOPT ORDINANCE NO. 660; AN
ORDINANCE AMENDING CHAPTER 13.14
OF THE CORNING MUNICIPAL CODE (IN
PART), DECLARING STAGE TWO DROUGHT
CONDITIONS AND ESTABLISHING STAGE
TWO WATER USE REGULATIONS.**

June 9, 2015

TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA

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



SUMMARY:

Due to the continuing drought conditions, the recent request by the Governor, and actions by the State Water Resources Control Board, Staff recommends implementing Stage II of the Water Conservation Program, with some revisions modeled after the State's Emergency Regulations. To accomplish that, Staff recommends adoption of the attached **amended** Ordinance No. 660.

If adopted, the Ordinance will amend our current Stage II Water Conservation Regulations to limit watering of ornamental landscaping such as lawns and shrubs to not more than **three** days per week. The Ordinance would eliminate the current intricate provisions requiring determinations of "base" and "monthly" water allotments for each water customer in favor of simpler watering frequency limits.

BACKGROUND:

It's no secret we're in the midst of a prolonged drought in California. The Governor himself; and a number of State Agencies have recently taken actions to illustrate the water shortage and to impose water conservation measures.

CORNING WATER UTILITY SYSTEM:

We rely on eight municipal wells that pump groundwater as our sole source of water for the City. The aquifer from which we draw water is recharged by rainfall. Short rainfall accumulations mean less groundwater recharge and additional drawdown to the aquifer. When that occurs over several years, the groundwater levels are naturally lowered.

We track and chart the standing water levels in those wells and, despite seasonal fluctuations, have noted lowering groundwater levels over the recent drought period. For that reason, and to comply with the State's directives, we should implement additional measures to conserve water.

STATE WATER CONSERVATION ACTIONS:

On May 5, 2015 the California State Water Resources Control Board adopted Resolution No. 2015-0032 that imposed certain Emergency Regulations for mandatory water use restrictions in California (attached as Exhibit "A"). For "Non-Urban Water Suppliers" like Corning, those restrictions target a 25% reduction in water use from that used in 2013. They include limiting watering of decorative landscaping with potable water to not more than **three** days per week, or other such measures to achieve the intended water savings (Exh. "A", page 5). The proposed Ordinance includes that limit, as well as provisions for time of watering to reduce loss from evaporation and a section that deals with enforcement.

CORNING WATER CONSERVATION PROGRAM:

In 1994 the City adopted Ordinance No. 545 that added a Water Conservation Program to the Municipal Code (Chapter 13.14-attached as Exhibit "B"). The Water Conservation Program has 4 implementation stages. Stage 1, implementing a voluntary 15% reduction in water usage was adopted by the City Council on February 11, 2014.

In light of the continued drought conditions and the State actions, it is appropriate to "ramp up" our efforts to conserve water. The next logical step would be to implement Stage II of the Water Conservation Program. However, our existing Water Conservation Ordinance includes some complicated rationing formulas to determine each customer's base and then monthly allotments. The shortcomings of those formulas were discussed at length at the April 14th City Council meeting.

Ordinance 660 would remove those allotment formulas in favor of frequency and time of day watering limitations that are the crux of the Water Resources Control Board Resolution No. 2015-0032 as it applies to "Non-urban Water Suppliers", i.e. water suppliers with fewer than 3,000 customers. The Ordinance will also implement Stage 2 of our Water Conservation Program.

EXCEPTIONS:

The City will be obligated to follow the same standards imposed on residents and business owners. However, the proposed Ordinance does include provisions (Section "C") for exceptions to the Standards for some Public Facilities. Among the exceptions cited are Landscape Maintenance Districts, Parks and Cemeteries. Staff believes we can generally comply with the limitations. However, in the specific case of the new park; Phase 2 of Corning Community Park, Staff recommends the Council provide an exemption to the Standards, to allow sufficient watering as necessary to ensure the establishment and propagation of the turf for the soccer fields and adjacent grass areas.

STAFF RECOMMENDATION:

That the City Council:

- **WAIVE THE READING AND ADOPT REVISED ORDINANCE NO. 660, AN ORDINANCE AMENDING CHAPTER 13.14 OF THE CORNING MUNICIPAL CODE (IN PART); DECLARING STAGE TWO DROUGHT CONDITIONS AND IMPLEMENTING STAGE TWO WATER USE REGULATIONS IN THE CITY OF CORNING.**
- **FIND AND DECLARE THAT THE PROPERTY AT PHASE 2 OF CORNING COMMUNITY PARK, ALSO KNOWN AS LENNOX FIELDS, IS TEMPORARILY EXEMPT FROM WATERING DAYS AND HOURS LIMITATIONS OF ORDINANCE NO. 660. THIS EXEMPTION SHALL EXPIRE SIX MONTHS AFTER IMPLEMENTATION OF ORDINANCE NO. 660, UNLESS EXTENDED BY ACTION OF THE CITY COUNCIL.**

ORDINANCE No. 660

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING DECLARING A STAGE TWO DROUGHT CONDITION AND AMENDING, IN PART, CHAPTER 13.14 OF THE CORNING MUNICIPAL CODE ESTABLISHING WATER USE REGULATIONS TO BE EFFECTIVE DURING A STAGE TWO DROUGHT CONDITION

The City Council of the City of Corning does ordain as follows:

SECTION 1-AMENDMENT

Section 13.14.030 entitled, "Stage II – Mandatory twenty-five percent reduction" is amended to read in its entirety as follows:

13.14.030 Stage II – Mandatory Reduction of Outdoor Irrigation of Ornamental Landscapes or Turf with Potable Water

- A.** All customers must reduce their consumption in accordance with the following provisions:
1. All customers must limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than three days per week;
 2. Outdoor irrigation shall be limited to between the hours of 8:00 p.m. and 8:00 a.m.
 3. Upon a customer's violation of Section 13.04.030 (A)(1) or (2) the Public Works Director for the City of Corning shall provide an advisory letter of the violation. Every subsequent violation occurring in the following 12-month period shall be assessed a penalty of \$50.00 per day for each violation.
- B.** New water service connections may be granted by the Public Works Director upon the condition that the water shall be used for internal purposes, or if used outside the onsite structure for landscaping, it shall be used to irrigate landscape features that are drought tolerant (xeriscape) plants until drought conditions are lifted. The following consumption conditions will be applicable:
1. New service will be limited to eleven thousand gallons of water per month, and such water will be charged at the current rates in effect.
 2. A penalty of \$50.00 per day for each and every day the eleven thousand gallon allotment is exceeded and where water usage continues to occur by the customer in that given month;
- C.** Water service to landscape maintenance districts, parks, cemeteries and other services which fall in this category will be required to comply with the same restrictions as the other customers. Notwithstanding this directive, the City Council for the City of Corning may find and declare that a particular property is temporarily exempt from compliance with the provision of this Section where the following is determined:
1. That the property is presently bound to abide by the water conservancy measures imposed by the City of Corning;
 2. That the property is accessible to the general public; and
 3. That by granting a temporary exemption of the water conservation measures imposed in this Section, a substantial benefit is derived to the general public accessing such property.

D. Water service for construction projects will be handled on a case-by-case basis. A written request detailing the needs, time of use, etc., will be required and reviewed by staff. Final approval for services in this category (construction projects) will be granted by the Director of Public Works. Services in this category will be monitored on a project basis.

SECTION 2-IMPLEMENTING STAGE TWO WATER CONSERVATION CONDITIONS

BE IT FURTHER ORDAINED that the City of Corning declares the current situation to be a Stage II water conservancy period, and to the extent the terms and provisions of this Ordinance are inconsistent or in conflict with the terms and provisions of any prior City Ordinance, Resolution, Rule or Regulation, the terms of this Ordinance shall prevail, and inconsistent and conflicting provisions of prior Ordinances, Resolutions, Rules and Regulations shall be suspended during the effective period of this Ordinance.

SECTION 3-REPORTING

BE IT FURTHER ORDAINED that the City of Corning, California shall report, in a form satisfactory to the State confirms compliance that the distributor limited outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than three days per week (23 California Code Regulations § 865(f)(2)), or other mandatory measures intended to achieve a 25% reduction in water consumption relative to the amount consumed in 2013;

SECTION 4-ADDITIONAL MEASURES BY THE STATE OF CALIFORNIA

BE IT FURTHER ORDAINED that in the event the State adopts mandatory water conservation measures requiring implementation by the City during a water shortage emergency, and such State mandate measures require additional water conservation actions beyond the City's currently enforceable conservation measures, such State-mandated measures shall automatically be deemed to be fully incorporated and part of this Ordinance and enforceable by the City.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be unconstitutional or invalid.

SECTION 5-ADDITIONAL PURPOSE AND AUTHORITY

The purpose of this Ordinance is to modify the Water Conservation Ordinance to amend Chapter 13.14 (in part) of the Corning Municipal Code and to implement the Emergency Drought Regulations imposed by State Water Resources Control Board Resolution 2015-0032. This Ordinance is necessary to protect the supply of water for human consumption, sanitation and fire protection.

SECTION 6-PUBLICATION AND EFFECTIVE DATE

Pursuant to Government Code Section 36933, this Ordinance, or a summary hereof, shall be published at least five (5) days prior to adoption and within fifteen (15) days after its adoption together with the names of the Council Members voting for and against it, in a newspaper of general circulation published and printed in Tehama County and circulated in the City of Corning. This Ordinance shall take effect thirty (30) days after its adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning on May 26, 2015, and adopted at a regular meeting of the City Council of the City of Corning to be held on June 9, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

**ITEM NO.: J-17
APPROVE EMERGENCY WATER
SERVICES AGREEMENT WITH
PASKENTA COMMUNITY
SERVICES; A DISTRICT WITHIN THE
COUNTY OF TEHAMA**

JUNE 9, 2015

TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA
FROM: JOHN L. BREWER, AICP; CITY MANAGER 
DAWN GRINE, PUBLIC WORKS DIRECTOR 

SUMMARY:

City Attorney Jody Burgess and City Staff recommend that the Council approve the Emergency Water Services Agreement with Paskenta Community Services. A copy is attached for Council review.

BACKGROUND:

July 22, 2014 Corning City Council authorized the Paskenta Community Services District (PCSD) to collect and transport up to 20,000 gallons of water per day from a metered hydrant connection at the rate of \$5 per 1,000 gallons. This arrangement is due to expire on June 30, 2015.

Paskenta District Secretary Janet Zornig has presented staff with a request to continue water collection and transport from the City of Corning water system once their own surface water source can no longer provide water to its consumers.

Last year, staff surmised that the 65 Paskenta water connections (residences) would average about 300 gallons per day per connection totaling 19,500 gallons per day. Corning Council authorized up to a 20,000 gallon per day limit water draw from its municipal water system.

When calculating the average daily outtake of water to the PCSD over the 143 days of 2014, PCSD purchased 12,104 gallons of water per day. Their ability to conserve water resulted in a 40% reduction of the water authorized per day/per connection as the Community was approved to collect up to 20,000 per day.

On average, we pumped just over 3 million gallons of water each day during the month of June 2014. If we provide 20,000 gallons/day for emergency use, it would amount to an increase of less than 7/100's of 1% (.0007). That amount is not significant. In addition, the State Water Resources Control Board has stated that water provided as emergency water assistance (such as this case) will not be counted towards an entities State conservation standard.

Tehama County Public Works Director Gary Antone and Tehama County Director of Environmental Health Tim Potanovic have expressed their support concerning the extension of water transport services to the PCSD.

RECOMMENDATION:

Mayor and Council Approve the Emergency Water Services Agreement with Paskenta Community Services District.

Paskenta Community Services District



P.O. BOX 182
Paskenta, CA 96074
(530) 833-8540 5480
(530) 824-9341

RECEIVED

MAY 05 2015

CITY OF CORNING

May 05, 2015

John Brewer, City Manager
City of Corning

Mr. Brewer,

Our Community of Paskenta may be facing another drought.

I am asking for help again from the City of Corning.

I hope you will consider my request and present my letter to the City Council for approval.

We continually check the water level in Thomes Creek.

At this time we are showing water at 9 ft. above the intake line.
Last year the pump quit at 3 ft.

If the weather continues to stay hot with no rain in sight that level will diminish quickly.

The Residents of Paskenta have been excellent at conserving water.

If they continue to do so, we would not need the same amount of gallons we received from you last year.

Would you let me know the City's decision regarding this matter as soon as possible.

We appreciate all you did for us last year.

Thank You,

Janet Zornig, District Secretary

EMERGENCY WATER SERVICES AGREEMENT
Benefiting the Paskenta Community Services District

RECITALS

A. In 2014, the Paskenta Community Services District (hereinafter "PCSD") petitioned the City of Corning to supply an emergency water source to the rate payers within the PCSD.

B. On July 22, 2014, the City of Corning, through its City Council, authorized the PCSD to receive up to 20,000 gallons of water per day at a cost of five dollars (\$5.00) per 1,000 gallons, and that said authorization would expire on June 30, 2015.

C. Drought conditions have persisted since the original authorization to provide an emergency source of water to the PCSD, and despite considerable efforts to conserve water the possible need for the PCSD to utilize an outside source to provide sufficient and basic water supply needs to its rate payers remains as serious today as it was in July of 2014.

D. On May 5, 2015, through action of the California State Water Resources Control Board, emergency regulations were imposed, including but not limited to the Sections 863, 864, and 865 of the California Code of Regulations, Article 22.5, which imposed specific emergency water conservancy regulations on all water suppliers within the State of California, including non-urban suppliers (operating at less than 3,000 water connections) such as Corning, California.

E. The emergency water conservancy regulations existing as of the date of execution of this Agreement do not prohibit the extension of water from one water supplier to another where a need exists as is occurring with the PCSD.

WHEREBY the City of Corning desires to assist the PCSD to aid in the supply of water where a need exists and active efforts have been made by the PCSD to conserve water.

AGREEMENT

1. The City of Corning hereby authorizes the PCSD to receive up to 20,000 gallons of water, per day, from a metered hydrant service at the then existing rate charged for construction water (\$5 per 1,000 gallons) on the following conditions:
 - a. The PCSD is unable to fulfill the water needs of its rate payers for reasons related to drought conditions;
 - b. The PCSD has made efforts to regulate and conserve water as required under the California Water Resources Control Board (Cal. Code of Regulations, Sections 865 (f)(1)(A-B) pertaining to non-urban water suppliers; and
 - c. That the City of Corning is able to legally provide the water without fine or penalty while maintaining sufficient supply for the residents of the City of Corning.
2. The City of Corning, through its City Council, or any designee being provided such authority, may terminate this Agreement upon 48 hours-notice to the PCSD. Termination of the Agreement can occur with or without cause at the sole discretion of the City of Corning.

3. The PCSD hereby agrees to defend, indemnify and hold the City of Corning, California harmless for any and all claims, losses, settlements, demands, attorney fees, fines, penalties, judgments, damages, or other loss that arise in any way from the receipt of water and/or use of water received from the City of Corning as set forth in this Agreement.
4. The parties expressly acknowledge that this Agreement does not create a joint venture with the PCSD or otherwise create a contractual obligation between the City of Corning and the individual PCSD rate payers.
5. The parties expressly represent that the necessary resolution and/or other legal act has occurred to permit the signatory to sign this Agreement and bind the entity accordingly.

Paskenta Community Services District

City of Corning, California

Janet Zornig, District Secretary

John L. Brewer, AICP, City Manager

Date

Date

Approved as to form only

Jody Burgess, City Attorney

Date

Attest:

Lisa M. Linnet, City Clerk

**ITEM NO.: J-18
APPROVE THE RELOCATED SITE OF
THE SOLAR ARRAY FARM AT THE
CORNING WASTEWATER
TREATMENT PLANT**

JUNE 9, 2015

TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA

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

SUMMARY:

At the November 28, 2014 City Council Meeting Council approved a Solar Power Purchase Agreement with "Fresh Air Energy XXVI LLC which is now in effect until 2034. At the time of approval the proposed Solar Array Farm was to be constructed in the southeast corner of city owned property (vacant lot) adjacent the Wastewater Treatment Plant. The intent of this location was to provide the shortest distance possible for underground wiring utilities.

After further review and careful consideration of the extended contract lifespan City Staff and Severn Trent Staff members concur that future expansion of the plant cannot be underestimated. Staff met with Ecoplexus representative Gary Eberhart in April and he indicated that re-locating the Solar Array Farm would not present any problems. Exhibit "A" maps the 402 foot move westerly of the originally presented location and is attached for Council review.

RECOMMENDATION:

**APPROVE THE RELOCATED SITE OF THE SOLAR ARRAY FARM AT THE
CORNING WASTEWATER TREATMENT PLANT.**



30 Pine St. Suite 1205
San Francisco, CA 94111 (415) 610-0800
www.stellawise.com

SEAL

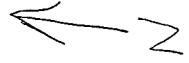
CONFIDENTIALITY STATEMENT
This drawing and all information herein is the property of Stellawise and is to be used only for the project and site for which it was prepared. No part of this drawing may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written authorization from Stellawise LP is strictly forbidden.

ecoplexus
650 Townsend St #310
San Francisco, CA 94103
(415) 698-1802

PROJECT:
CORNING WWTP PV PROJECT
25010 GARDINER FERRY RD
CORNING, CA 96021

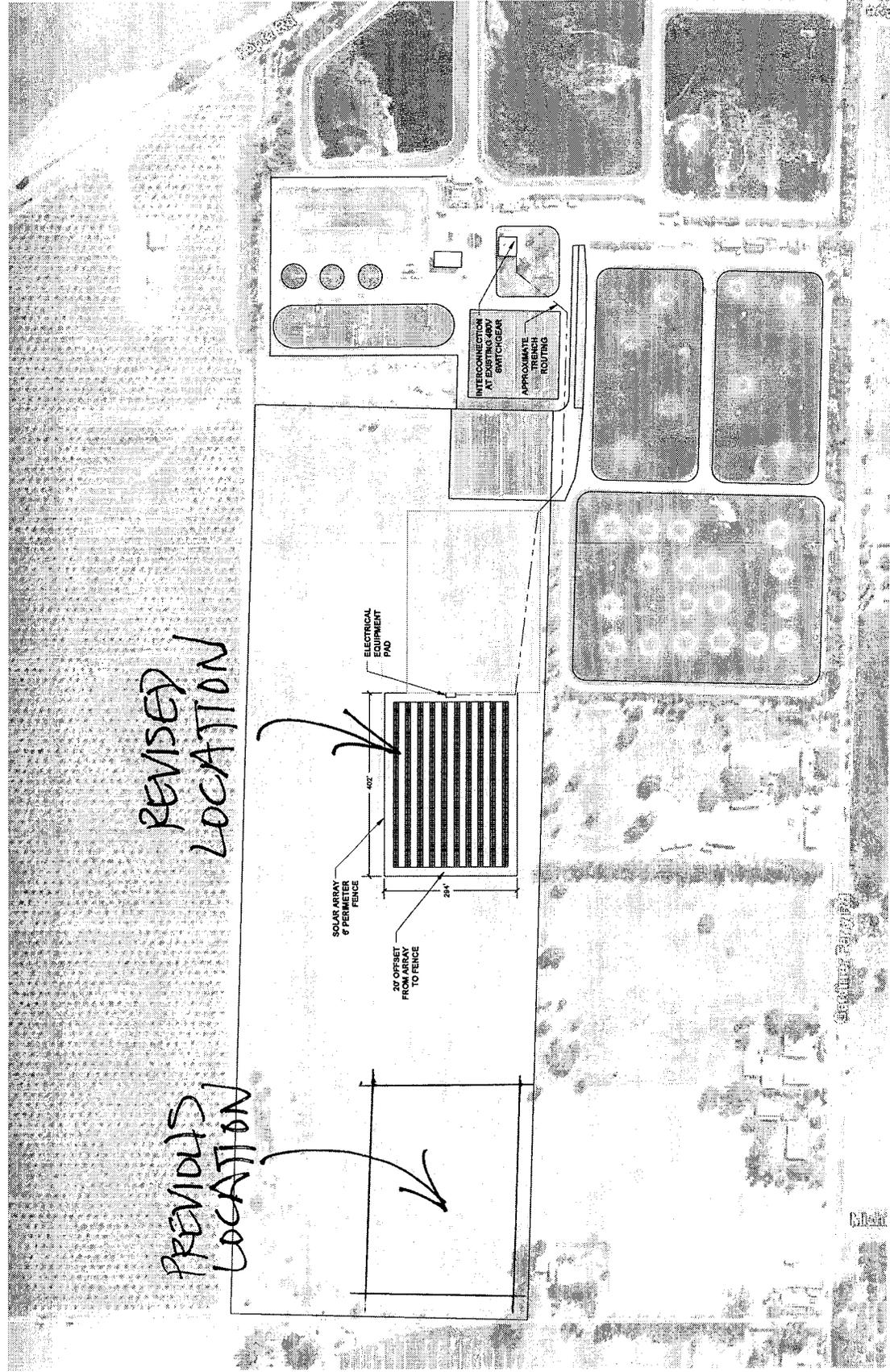
| # | REVISIONS | DATE |
|---|------------------|------------|
| 1 | PRELIM LAYOUT | 04/23/2015 |
| 2 | PRELIM LAYOUT V2 | 04/23/2015 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DATE: APRIL 23, 2015



SHEET TITLE

SHEET NO.



| SYSTEM SUMMARY | |
|----------------------|-------------|
| PHOTOVOLTAIC MODULES | SOLAR WORLD |
| MANUFACTURER | 325 W |
| DC POWER @ STC | 1000 V |
| VOLTAGE | 2,180 |
| NUMBER OF MODULES | 397 / 150° |
| TILT / AZIMUTH | SYSTEM |
| TOTAL DC SYSTEM SIZE | 702 kW |

1 PV ARRAY - OVERALL LAYOUT
Scale: 1" = 100'

Exhibit "A"

**ITEM NO. J-19
2015-2016 BUDGET PREPARATION-
FOCUSSING ON GENERAL FUND
REVENUES AND EXPENDITURES, AND
OPTIONS FOR SERVICES**

JUNE 9, 2015

TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA

FROM: JOHN L. BREWER, AICP; CITY MANAGER *JLB*

SUMMARY:

Staff appreciates the opportunity to brief the City Council regarding the General Fund, and how revenues and expenditures are shaping up for the upcoming 2015-2016 Budget. We've attempted to keep the Council abreast of the shortfall that we are anticipating for the upcoming fiscal year through information provided in the Friday Notes. The purpose of this staff report is to present the most current General Plan projections, and gauge the consensus of the Council for guidance prior to compiling and presenting the 2015-2016 Budget document.

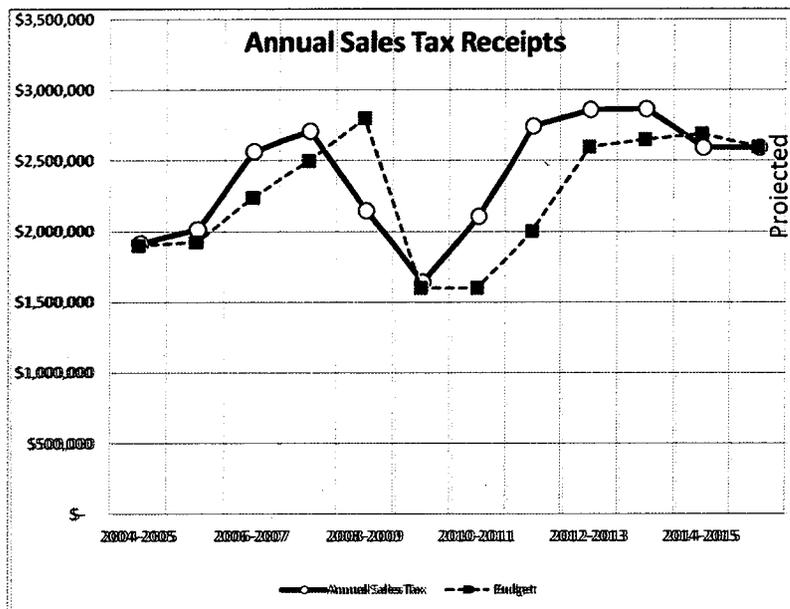
GENERAL FUND BACKGROUND:

As you know, there are numerous components, or "funds" that make up our budget. Water and Sewer funds are "restricted" funds that originate from user fees and must be expended for those purposes. Gas Tax and other Street Funds are similarly restricted; they must go to maintaining and repairing our City streets. The General Fund is the fund for which the City Council has the most discretion. Those funds may be used for City-related purposes the City Council desires. In Corning, we utilize the General Fund to pay for services related to the Police and Fire Departments, Park Maintenance, Administration, and various other services.

**CURRENT AND HISTORIC
SALES TAX RECEIPTS:**

Sales Tax is a primary component of our General Fund. In FY 2014-2015, Sales tax was projected to account for 42.5% of the overall General Fund. Other important components include Property Taxes, Vehicle License Fees, and Transient Occupancy Taxes.

In recent years we've benefited from Sales Tax receipts that exceed our conservative budget

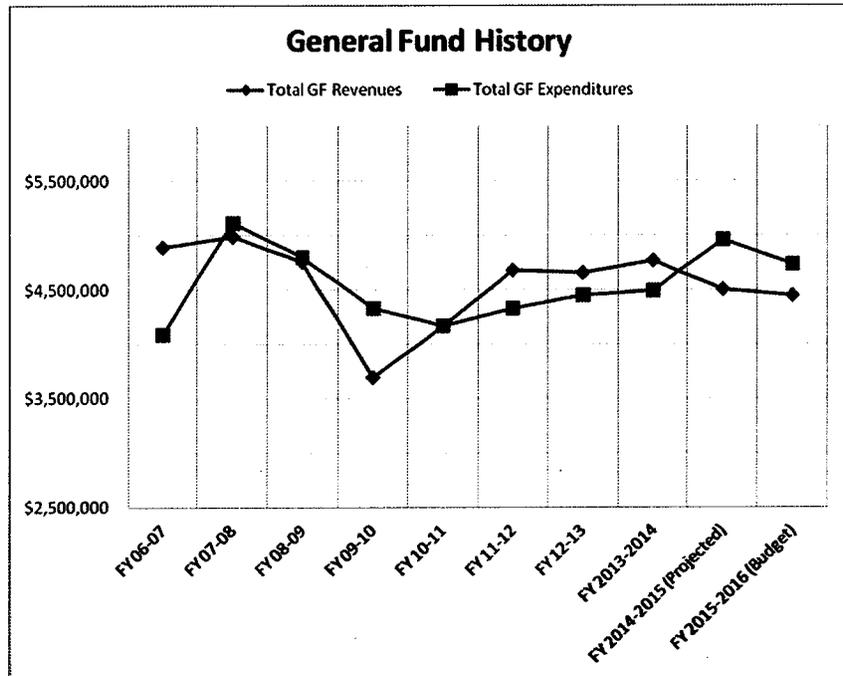


projections. We've then "carried over" those excess revenues to increase reserves and to fund expenditures in the following years' budgets. In that manner, we've been able to budget expenditures that exceed projected revenues. See the chart above, where those excess Sales Tax revenues appear when the solid red (sales tax) line is above the dashed blue (budget) line. In 2013-2014 for example, our Sales Tax receipts exceeded our budget projection by over \$213,000.

In Corning, Sales Tax from fuel sales makes up over half of all General Fund revenues. Fuel cost (and the related sales tax) is driven by oil prices, which have dropped significantly during the current fiscal year. Largely due to the volatility of fuel costs, it's now clear that our Sales Tax revenues will be below our 2014-2015 projection and we'll end the current fiscal year (FY 2014-2015) with a minimal General Fund balance. So, this year, unlike past years, we won't have the extra revenues to "carry over" into next year (FY 2015-2016).

2015-2016 BUDGET:

Note in the chart to the right that General Fund Expenditures are exceeding revenues in both the current and next fiscal years. So, without the carry-over that we've had in the past, we simply cannot afford the same "magnitude" of expenditures as in the 2014-2015 Budget. That is precisely the situation that we find ourselves in. We are therefore faced with undesirable options in order to achieve a balanced budget for 2015-2016.



GENERAL FUNDS BALANCE & AVAILABLE:

When we budget General Funds, there are three critical values; Fund Balance, Revenues and Expenditures. We start with a projection of the General Fund Balance, then estimate anticipated revenues and then determine what level of expenditures we can afford. The current General Fund "Balance" data is included as the uppermost portion of the attached Options documents; Exhibits 1, 2 & 3:

Note the projected fund balance for June 30, 2015 is only \$1,787. Also notice the "carry-over" that appears as "Audit Balance June 30, 2014" of \$455,233. Compare that with the Projected Fund Balance for June 30, 2015 of \$1,787. That is perhaps the best illustration that the "carry-over" typical of previous years, is not available for 2015-2016.

Mayor and City Councilmembers
June 9, 2015

OPTIONS:

There are a multitude of options that could be considered. However, in the interest of time staff has chosen to provide just three scenarios . We believe that one of them, or a variation or combination of one or more of them will provide General Fund policy direction that staff can use to prepare the 2015-2016 Budget for Council consideration.

While reviewing the different scenarios, please keep in mind that they are all based on a full year budget so that a comparison can be made. Depending on the action taken, there will be timing and cost factors that need to be considered.

OPTION 1.

Option 1-“Status Quo” Budget. Please refer to “Exhibit “A”, attached to this staff report. This pretty much continues the current (FY 2014-2015) level of services, increased to address rising expenses due to inflation. Though it doesn’t appear as a line item, Option 1 also includes about \$85,000 in General Fund Capital Improvements for Police and Fire Department equipment expenditures.

In this scenario, it will be necessary to utilize \$370,000 of the City’s “savings account” (Operating Reserves) in order to balance the budget. That will leave only \$540,000 in Reserves for future use. If the current revenue/expenditure levels continue, that would fund just one more full year (and about half a second) of operations until serious General Fund service cuts would be forced on the City.

Also of note, the City utilizes its Operating Reserves to “cash flow” operations while we await revenue receipts from the State or County that come throughout the year. Diminishing its balance limits our ability to do that.

OPTION 2.

Option 2-“Eliminate Capital Expenditures” Budget. This option would eliminate the General Fund support of Capital Expenditures for the City Police and Fire Departments for the FY 2015-2016 Budget. This postpones replacement of a Police vehicle and safety items such as Body Armor, Body Cameras and tasers in the Police Dept, and Self-Contained Breathing Apparatus, Turn-outs and Extrication Equipment in the Fire Dept. It would also immediately utilize \$181,000 of Street Funds that we were planning to “bank” for the future in lieu of using the same amount of General Funds to support street maintenance for FY 2015-2016. While this results in an immediate savings to the General Fund, it ultimately means a loss of the same amount to street repairs for the City. This transfer is possible this year only because we have the one-time CDBG infusion of street paving funds (\$455,000).

This strategy merely postpones replacement of equipment and expends funds that would otherwise be used for street paving to lessen the “hit” on the General Fund & Operating Reserves. However, it does reduce the reliance on the transfer from Operating Reserves to \$130,000, leaving a budgeted amount of about \$755,000 in our “savings account”.

Mayor and City Councilmembers

June 9, 2015

OPTION 3.

Option 3-“Streamline Services” Budget. Please refer to Exhibit “C” that summarizes the General Fund impacts of eliminating the City’s Fire Dispatch Department, and utilizing the Police Department Dispatch Department for that purpose.

Option 3 will result in the least impact to the Operating Reserves-amounting to \$53,000, lowering the budgeted balance to just over \$857,000. The savings presented here assume a full year of implementation. In reality, the amount saved will likely be less, since implementing will likely require a transitioning delay, but the savings to the General Fund would repeat each year thereafter. Ultimately, when Sales Tax revenues recover, the Operating reserves could be replenished and eventually amass the \$1,000,000 level that we’ve desired. Also, the annual savings could facilitate additional Capital replacement of equipment within the Police and Fire Departments, since the recurring personnel costs would no longer affect budgets.

So, why does this option seem to focus on the Dispatch? The short answer is because that is the obvious place where we can combine duplicate services to become more efficient. For the longer answer to that, please refer to the attached Exhibit “D”, that compares those costs to those of other Cities in the area and examines the costs of operating two separate Dispatch Departments.

Exhibit “D” identifies the cost of operating two separate Dispatch Centers. It also quantifies the number of calls handled by the two Dispatch Centers and, based on those numbers and the total annual budgets, establishes a “cost/call” that may be useful for decision makers to determine efficiency of resources.

In the opinion of staff, the cost to operate a separate Fire Dispatch Department to respond to fewer than 5 calls/day (on average) simply doesn’t justify the annual operational costs and should be eliminated as a separate City department. Fire dispatching duties should be assumed by the Police Department Dispatch Centers.

Of course, that option would result in the loss of four full time City jobs. The loss of any City jobs is undesirable. There’s no way of getting around that fact. But, ultimately, staff believes the City cannot afford to continue to fund two separate Dispatch Departments.

FURLOUGHS:

We have not included an option that would impose any employee furloughs. Applying furloughs to reap General Fund savings is viewed by some as unfair to “non-General Funded” positions/departments. Additionally, imposing furloughs to departments that must operate 24 hours a day and seven days/week is very complicated, and previously resulted in overtime costs that diminished the furlough savings. Staff also believes that measures to improve efficiency of service delivery should be implemented before employees are asked to furlough.

Mayor and City Councilmembers

June 9, 2015

UNFILLED POSITIONS:

The majority of costs to operate the City are personnel costs. The City has made significant previous cuts at the Police, Administration and Public Works Departments. In several cases we have opted to reduce staff through attrition. At the Police Dept., we've opted not to replace the Police Detective, a fourth Police Sergeant, the Police Dispatch Communication Supervisor, and a Community Service Officer. The Public Works Department is down at least 1.5 crewmember positions as compared to the 2004 staffing level, and we've chosen not to fill the part-time Receptionist position at City Hall. We have resorted to a half time Building Official, a half time contract Planner and have opted not to replace the part time receptionist at City Hall. The point here is there is not a lot of room to cut without affecting essential public services. For that reason, we need to look at improving efficiency, and combining services where potential cost savings can be identified.

PREVIOUS COST SAVING MEASURES:

In addition to the Unfilled Positions noted above, the City Council has previously directed the City Manager to "Identify cost saving measures that can improve the City's fiscal "bottom line"". Toward that goal we have previously:

- a) refinanced the PERS Sidefund debt, saving about \$50,000/year
- b) Arranged a Solar Power Purchase Agreement that, upon completion, are projected to save us about \$53,000/year in energy costs,
- c) Completed a cell phone tower lease with Verizon Wireless, generating about \$16,000 in new revenue to the City, and
- d) Staff is working to refinance the existing sewer and water debt. We expect to save the City about \$62,000 per year upon completion of that refinancing.

The sum of the annual savings/new revenue that we've identified for the City since 2012 is about \$181,000 per year.

The concern regarding our considerable costs to operate two Dispatch Centers is not new. The matter came before the City Council in 2010. I have personally spoken with the Fire Chief about those costs since then. The issue is now more urgent due to the budget shortfall we're experiencing. That is why the matter has come to the forefront.

BEYOND FY 2015-2016-LONG TERM BUDGETING:

Our General Fund relies on Sales Tax. Our Sales Tax is largely driven by fuel sales. In reality, no one can predict what will happen with fuel prices over the next 12 months, much less the next 12 years. But the reduced Sales Tax comes at a time when we are not in recessionary economic conditions. What happens if the economy downturns, and another segment of our sales tax, such as auto sales, is significantly affected? Also, the possibility of a new truckstop being planned in a neighboring community would likely have a negative effect on future Sales Tax revenues.

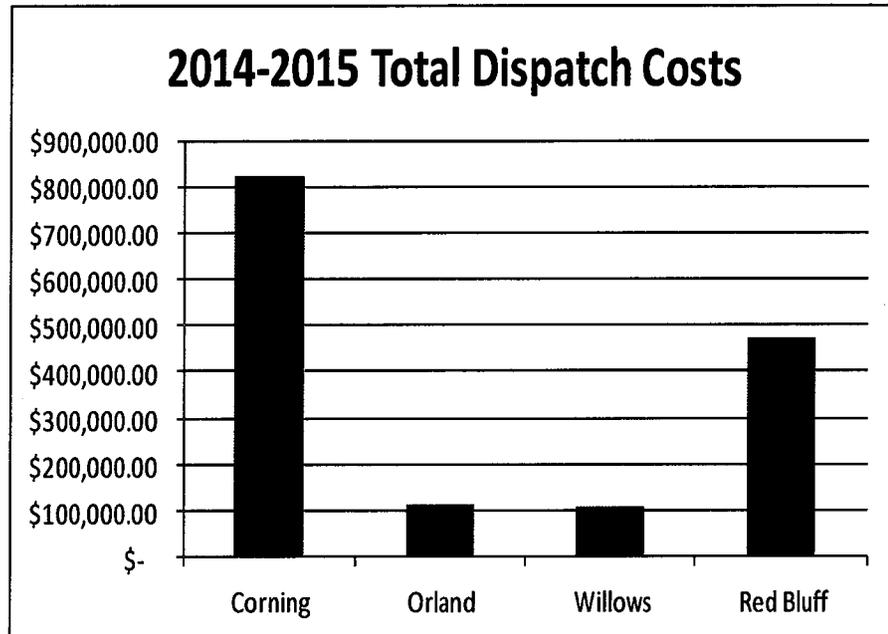
Mayor and City Councilmembers

June 9, 2015

If the reduced sales tax this year is less of an “event”, and more of a “trend”, there will be some long-term consequences that the City needs to anticipate and mitigate by reducing recurring expenditures. Our fear is that lower oil prices will continue for the foreseeable future and that we’ll lose Sales tax revenue as additional fueling centers are developed in the region. That means we should be prepared for potentially lower revenues than we’ve experienced in the past and then need to reduce our General Fund expenditures accordingly.

CONCLUSION:

I’m unaware of another City of our size that is operating two separate dispatch centers. In these days of reduced General Fund Revenues, we simply cannot afford to dedicate nearly 19% of our General Fund revenues to operate two separate Dispatch Centers. It is an inefficient use of City resources. Other communities have come to similar conclusions and combined dispatch services, or opted to contract with other agencies for dispatch services.



While the decision is ultimately for the City Council to make, staff believes the City should operate a single Dispatch Department and that should be at the Police Department where POST certified Dispatchers can readily cope with the addition of about 5 calls for service/day.

STAFF RECOMMENDATION:

That the City Council:

- **PROVIDE STAFF DIRECTION REGARDING GENERAL FUND EXPENDITURES FOR THE FY 2015-2016 BUDGET YEAR AND BEYOND, AS APPROPRIATE.**

City of Corning
Budget Summary
Scenario No One
2015-16

Scenario No. One, Budget Deficit Absorbed Utilizing General Fund Reserves

| | <u>Available</u> | <u>Reserved</u> | <u>TOTAL</u> |
|---------------------------------------------------------|-------------------|---------------------|-------------------|
| Audit Balance, June 30, 2014 | \$ 455,233 | \$ 830,000 | \$ 1,285,233 |
| <u>2014-2015, Projected</u> | | | |
| Revenues, Budgeted, As Adjusted | \$ 4,561,810 | | |
| Estimated Decreases in Revenues over Budget (*) | \$ (55,000) | | |
| | ----- | | |
| Available for Expenditure | \$ 4,962,043 | | |
| Expenditures, Budgeted as Adjusted | \$ (4,949,856) | | |
| Estimated Increases To Expenditures over Budget (*) | \$ (10,000) | | |
| | ----- | | |
| Subtotal | \$ 2,187 | \$ 830,000 | |
| Increase to Operating Reserve | \$ (80,000) | \$ 80,000 | |
| <u>Projected Savings:</u> | | | |
| Vacant Communications Supervisor Position | \$ 79,600 | | |
| Projected Fund Balance, June 30, 2015 | \$ 1,787 | \$ 910,000 | \$ 911,787 |
| <u>2015-2016 Budgeted</u> | | | |
| Revenues and Transfers In | \$ 4,446,410 | | |
| Available for Expenditure | \$ 4,448,197 | \$ 910,000 | |
| Expenditures and Transfers Out | \$ (4,902,843) | | |
| | ----- | ----- | |
| Subtotal | \$ (454,646) | \$ 910,000 | |
| <u>Projected Savings:</u> | | | |
| Vacant Communications Supervisor Position | \$ 83,500 | | |
| Vacant Office Assistant Position (General Fund Portion) | \$ 1,200 | | |
| Funds Transferred From Operating Reserve | \$ 370,000 | \$ (370,000) | |
| | ----- | ----- | |
| Budgeted Fund Balance, June 30, 2016 | \$ 54 | \$ 540,000 | \$ 540,054 |
| | ===== | ===== | ===== |

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

| <u>Revenues:</u> | | <u>Expenditures:</u> | |
|---------------------------------|-----------------|-----------------------------------------------|------------------|
| Projected decrease in sales tax | (100,000) | Projected Increase in Utility Costs | \$ 17,000 |
| Projected Increase in TOT | 45,000 | Actual Savings in Capital Outlay, Parking Lot | \$ (7,000) |
| | ----- | | ----- |
| Total | (55,000) | Total | \$ 10,000 |

See Accountant's Compilation Report

EXHIBIT "A"

City of Corning
Budget Summary
Scenario No Two
2015-16

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

| | <u>Available</u> | <u>Reserved</u> | <u>TOTAL</u> |
|---------------------------------------------------------|-------------------|---------------------|-------------------|
| Audit Balance, June 30, 2014 | \$ 455,233 | \$ 830,000 | \$ 1,285,233 |
| <u>2014-2015, Projected</u> | | | |
| Revenues, Budgeted, As Adjusted | \$ 4,561,810 | | |
| Estimated Decreases in Revenues over Budget (*) | \$ (55,000) | | |
| | \$ 4,962,043 | | |
| Available for Expenditure | | | |
| Expenditures, Budgeted as Adjusted | \$ (4,949,856) | | |
| Estimated Increases To Expenditures over Budget (*) | \$ (10,000) | | |
| | \$ 2,187 | \$ 830,000 | |
| Subtotal | | | |
| Increase to Operating Reserve | \$ (80,000) | \$ 80,000 | |
| <u>Projected Savings:</u> | | | |
| Vacant Communications Supervisor Position | \$ 79,600 | | |
| Projected Fund Balance, June 30, 2015 | \$ 1,787 | \$ 910,000 | \$ 911,787 |
| <u>2015-2016 Budgeted</u> | | | |
| Revenues and Transfers In | \$ 4,446,410 | | |
| | \$ 4,448,197 | \$ 910,000 | |
| Available for Expenditure | | | |
| Expenditures and Transfers Out | \$ (4,667,748) | | |
| | \$ (219,551) | \$ 910,000 | |
| Subtotal | | | |
| <u>Projected Savings:</u> | | | |
| Vacant Communications Supervisor Position | \$ 83,500 | | |
| Vacant Office Assistant Position (General Fund Portion) | \$ 1,200 | | |
| Funds Transferred From Operating Reserve | \$ 135,000 | \$ (135,000) | |
| Budgeted Fund Balance, June 30, 2016 | \$ 149 | \$ 775,000 | \$ 775,149 |

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

| <u>Revenues:</u> | | <u>Expenditures:</u> | |
|---------------------------------|-----------|-----------------------------------------------|------------|
| Projected decrease in sales tax | (100,000) | Projected Increase in Utility Costs | \$ 17,000 |
| Projected Increase in TOT | 45,000 | Actual Savings in Capital Outlay, Parking Lot | \$ (7,000) |
| Total | (55,000) | Total | \$ 10,000 |

See Accountant's Compilation Report

EXHIBIT "B"

**City of Corning
Budget Summary
Scenario No Three
2015-16**

Scenario No. Three, Elimination of Fire Dispatch

| | <u>Available</u> | <u>Reserved</u> | <u>TOTAL</u> |
|---------------------------------------------------------|------------------|-------------------|-------------------|
| Audit Balance, June 30, 2014 | \$ 455,233 | \$ 830,000 | \$ 1,285,233 |
| <u>2014-2015, Projected</u> | | | |
| Revenues, Budgeted, As Adjusted | \$ 4,561,810 | | |
| Estimated Decreases in Revenues over Budget (*) | \$ (55,000) | | |
| Available for Expenditure | \$ 4,962,043 | | |
| Expenditures, Budgeted as Adjusted | \$ (4,949,856) | | |
| Estimated Increases To Expenditures over Budget (*) | \$ (10,000) | | |
| Subtotal | \$ 2,187 | \$ 830,000 | |
| Increase to Operating Reserve | \$ (80,000) | \$ 80,000 | |
| <u>Projected Savings:</u> | | | |
| Vacant Communications Supervisor Position | \$ 79,600 | | |
| Projected Fund Balance, June 30, 2015 | \$ 1,787 | \$ 910,000 | \$ 911,787 |
| <u>2015-2016 Budgeted</u> | | | |
| Revenues and Transfers In | \$ 4,446,410 | | |
| Available for Expenditure | \$ 4,448,197 | \$ 910,000 | |
| Expenditures and Transfers Out | \$ (4,585,430) | | |
| Subtotal | \$ (137,233) | \$ 910,000 | |
| <u>Projected Savings:</u> | | | |
| Vacant Communications Supervisor Position | \$ 83,500 | | |
| Vacant Office Assistant Position (General Fund Portion) | \$ 1,200 | | |
| Funds Transferred From Operating Reserve | \$ 53,000 | \$ (53,000) | |
| Budgeted Fund Balance, June 30, 2016 | \$ 467 | \$ 857,000 | \$ 857,467 |

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

| <u>Revenues:</u> | | <u>Expenditures:</u> | |
|---------------------------------|-----------------|-----------------------------------------------|------------------|
| Projected decrease in sales tax | (100,000) | Projected Increase in Utility Costs | \$ 17,000 |
| Projected Increase in TOT | 45,000 | Actual Savings in Capital Outlay, Parking Lot | \$ (7,000) |
| Total | (55,000) | Total | \$ 10,000 |

See Accountant's Compilation Report

EXHIBIT "C"

EXHIBIT "D"
CONSIDERATION AND EVALUATION OF DISPATCH DEPARTMENTS

1. Current Organization of Dispatch Duties and Costs:

The City of Corning currently operates two separate Dispatch Departments within the Fire and Police Departments, respectively. Note that staff is unaware of another City of similar size that operates two separate Dispatch Centers. The historical, current and projected costs to operate these two dispatch departments is presented below.

| Corning Dispatch Costs | | | | | | Preliminary |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------|
| Overall Costs | Actual | Actual | Actual | Actual | Budget | Budget |
| Dept. | 2010-2011 | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 |
| Fire (1) | \$ 307,720 | \$ 316,229 | \$ 326,384 | \$ 310,961 | 353069 | 354013 |
| Police | \$ 452,775 | \$ 467,580 | \$ 441,385 | \$ 426,642 | 467881 | 482729 |
| Total | \$ 760,495 | \$ 783,809 | \$ 767,769 | \$ 737,603 | \$ 820,950 | \$ 836,742.00 |
| Gen. Fund Rev. Total | \$ 4,163,543 | \$ 4,677,920 | \$ 4,654,551 | \$ 4,751,443 | \$ 4,547,410 | \$ 4,446,410.00 |
| Fire Dispatch % | | | | | 7.76% | 8.0% |
| Police Dispatch % | | | | | 10.29% | 10.9% |
| Total Dispatch % | 18.3% | 16.8% | 16.5% | 15.5% | 18.05% | 18.8% |

The cost to operate the two separate dispatch departments for FY 2015-2016 is projected to be \$836,742. That is 18.8% of the total General Fund Revenues for the City of Corning.

2. Other Cities Dispatch Duties and Costs:

How do our dispatch costs compare with other Cities in our area?

| Other Cities | 2010-2011 | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | Dispatch by: |
|---------------------|-----------|--------------|--------------|--------------|--------------|--------------------------------------|
| Orland | | | | | | |
| Fire Dispatch (2) | | \$ 16,474 | \$ 19,000 | \$ 22,000 | \$ 19,000 | City of Corning Glenn Co. Sheriff |
| Police Dispatch (3) | | \$ 88,375 | \$ 93,778 | \$ 93,778 | \$ 93,000 | |
| Dispatch Total | | \$ 104,849 | \$ 112,778 | \$ 115,778 | \$ 112,000 | |
| Gen Fund Rev. Total | | | \$ 3,107,420 | \$ 3,016,773 | \$ 3,130,186 | |
| Dispatch % | | | 3.6% | 3.8% | 3.58% | |
| Willows | | | | | | |
| Fire Dispatch (4) | | \$ 12,000 | \$ 12,000 | \$ 12,000 | \$ 12,000 | Paid Fire Dept. Glenn Co. Sheriff |
| Police Dispatch (5) | | \$ 88,375 | \$ 88,375 | \$ 88,375 | \$ 93,000 | |
| Total Dispatch | | \$ 100,375 | \$ 100,375 | \$ 100,375 | \$ 105,000 | |
| Gen Fund Rev. Total | | | | \$ 3,529,573 | \$ 3,496,970 | |
| Dispatch % | | | | 2.8% | 3.0% | |
| Red Bluff | | | | | | |
| Fire Dispatch (6) | | \$ 84,409 | \$ 89,356 | \$ 100,600 | \$ 100,600 | CalFire in house |
| Police Dispatch | | | | | \$ 371,790 | |
| Total Dispatch | | | | | \$ 472,390 | |
| Gen Fund Rev. Total | | \$ 7,067,888 | \$ 7,394,992 | \$ 7,649,516 | \$ 7,865,769 | |
| Dispatch % | | | | | 6.0% | |

Note: red type means estimate

(1) Corning Dispatch Costs shown here do not account for revenue received from contracts with other agencies. For 2014-2015 this is budgetted at \$30,000

(2) Orland Contracts with City of Corning for Fire Dispatch Services

(3) Orland Police Dispatch via contract with Glenn County Sheriff's Dept.

(4) Willows Fire Dispatch is done by paid Fire Dept. Staff. If an emergency event occurs another another paid FireFighter is called back or a volunteer takes on dispatch duties. City typically pays about \$12,000/yr. for callbacks for this purpose.

(5) Willows Police Dispatch via contract with Glenn County Sheriff's Dept.

(6) Red Bluff Fire Dispatch via contract with CalFire.

(7) Red Bluff Police Dispatch Costs are included in Police Dept. -costs estimated by RBPD email date 4/29/2015. No prior year projections

Exhibit "D"-June 9, 2015

3. Police and Fire Dispatch Call Frequency and Cost of Operations:

The call frequency by department is shown below. The totals are for Calendar Year 2014. Note the Police Dispatch responds to about 40 calls/day on average, while the Fire Dispatch responds to less than 5/day.

| Costs Dept. | 2014-2015 | | | |
|---------------------|-----------------|------------|-----------|-----------|
| | Dispatch Budget | Calls/Year | Calls/day | Cost/call |
| Corning Fire Disp | \$ 353,069 | 1,795 | 4.92 | \$ 196.67 |
| Corning Police Disp | \$ 467,881 | 14,721 | 40.33 | \$ 31.78 |

In the chart above, cost/call is the total annual budget divided by the Calls/year. On an average day, Police Dispatchers handle about 8½ times the number of calls the Fire Dispatchers handle.

4. Fire Dispatch Call Volume, Contract with Agencies and Cost Recovery:

Corning Fire Dispatch provides fire dispatch services for the City of Corning and also for three other agencies; City of Orland, Orland Fire District and Capay Fire District through a contract for services. A summary of the calls by jurisdiction follows:

| Calendar Year | Dispatch Contract | | | | Corning Only | | Contract & Corning | | |
|---------------|-------------------|----------|----------|--------------------|--------------------|---------|--------------------|---------|-----------------|
| | Orland | Glenn Co | Capay FD | Sum Contract Calls | Contract Calls/day | Corning | Corning Calls/day | Total | Total Calls/day |
| 2011 | 390 | 389 | 58 | 837 | 2.29 | 1015 | 2.78 | 1852 | 5.07 |
| 2012 | 297 | 297 | 57 | 651 | 1.78 | 1046 | 2.87 | 1697 | 4.65 |
| 2013 | 338 | 338 | 75 | 751 | 2.06 | 1142 | 3.13 | 1893 | 5.19 |
| 2014 | 245 | 245 | 74 | 564 | 1.55 | 1175 | 3.22 | 1739 | 4.76 |
| Average | 317.5 | 317.25 | 66 | 700.75 | 1.92 | 1094.5 | 3.00 | 1795.25 | 4.92 |

A summary of the revenue provided the City of Corning for that purpose follows: Those funds are deposited into the City's General Fund each year. We receive about \$30,000/year via this contract. So, the real "net cost" of Fire Dispatch operations is the total department cost, less the reimbursement received from other agencies. Of course, if the Dispatch offices were combined the dispatch contract could continue if desired by all participants. If the City should opt to discontinue the service, it must provide a 90 day notice period to the affected jurisdictions.

| Contract Payments from Other Agencies | | | | |
|---------------------------------------|-----------|-----------|----------|---------------|
| Fiscal Year | Orland | Glenn Co | Capay FD | Annual Totals |
| 2011/2012 | \$ 16,380 | \$ 16,338 | \$ 2,436 | \$ 35,154 |
| 2012/2013 | \$ 12,474 | \$ 12,474 | \$ 2,394 | \$ 27,342 |
| 2013/2014 | \$ 14,196 | \$ 14,196 | \$ 3,150 | \$ 31,542 |
| 2014/2015* | \$ 10,825 | \$ 10,825 | \$ 3,269 | \$ 24,919 |

Note-totals for 2014/2015 are thru April of 2015

(Note the current agreement provides reimbursement at the rate of \$44.10/call, well below the cost/call determined and shown above.)

4. Dispatcher Certification:

Police Dispatchers are required to be POST (Peace Officers Standards & Training) certified. They also attend regular training session to maintain those credentials. The Fire Dispatchers do not have that certification.

5. Police Dispatch Remodel:

The Police Department sought and has received State (OES) funding to upgrade the Police Dispatch office. The total amount dedicated to the upgrade is \$165,880.72. That commitment for funding at that location has previously occurred and relocation to a different site is not a practical alternative at this point.

In addition to the OES funding, the City has previously committed \$15,000 for asbestos abatement, new flooring and lighting improvements.

6. 9-1-1 Calls/Process:

All 9-1-1 calls made in the City of Corning are routed to the Corning Police Dispatch, where the caller hears "9-1-1 Operator-what's your emergency" from a Corning Police Dispatcher. If the caller says they have a fire emergency the call is then forwarded to Corning Fire Dispatch.

7. Other Services Provided by Dispatchers:

The Fire Department Dispatchers provide security for the Fire Station. They also improve Volunteer response time by unlocking the fire bay doors. They interact with the public and provide blood pressure reads, burn permits and school tours. They're also onhand to monitor alarms from the WWTP and the City's wellsites.

Police Dept. Dispatchers Handle Radio Traffic for multiple agencies, maintain records, deal with the public at Counter, Dispatch for animal control, registers Narcotics and Sex Offenders, process Concealed Weapons permits.

8. Option to Contract for Fire Dispatch Service:

When this same issue was considered back in 2010 the then City Manager investigated what it would cost if we contracted for Fire Dispatch Service with CalFire. The answer he presented was about \$60,000/year. That seems about right, since the City of Red Bluff, nearly twice the size of Corning, currently pays \$100,600/year for that same service.

However, adding fewer than 5 calls per day(on average) to the Police Department Dispatch that already addresses about 40 calls per day would not overwhelm that department, and could be completed without additional cost.