



**CITY OF CORNING
SPECIAL CLOSED SESSION AGENDA**

**TUESDAY, MARCH 22, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. ADJOURN TO CLOSED SESSION:

- 1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:
Agency Negotiator: William May, Labor Relations Consultant
Miscellaneous Unit**
- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision
(a) of Section 54956.9):
People vs. Prather, Case No. 30441, 30418, 30434, 30667, et. seq.**

E. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION:

F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL:

POSTED: FRIDAY, MARCH 18, 2011



**CITY OF CORNING
CITY COUNCIL AGENDA**

**TUESDAY, MARCH 22, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

D. INVOCATION: Led by Mayor Strack.

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

E. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS, PRESENTATIONS:

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

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

- 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 with any necessary corrections the Minutes of the following meetings:**
 - a. March 1, 2011 Special City Council Meeting; and**
 - b. March 8, 2011 Special City Council Meeting & Closed Session; and**
 - c. March 8, 2011 Regular City Council Meeting.**
- 3. March 16, 2011 Claim Warrant - \$154,005.11.**
- 4. March 16, 2011 Business License Report.**
- 5. Approve Progress Pay Estimate No. 8 for \$13,705.97 to Azevedo Construction for the 2010 Rodgers Theater Improvement Project.**
- 6. Accept and Approve the Notice of Completion on the Rodgers Theater Improvement Project and Authorize Release of Retention in the Amount of \$21,308.08 to Azevedo Construction.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

7. New Street Name Sign Program – Approve Fee and Establish Revolving Fund.
8. Approve Professional Services Agreement with Diaz & Associates for On-Call Planning Services and Environmental Document Preparation.
9. Adopt Resolution No: 03-22-2011-01 Authorizing City Staff to Submit a Grant to Caltrans for the “Mid-Town Solano Street Master Plan”.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

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

Parkins:

Leach:

Dickison:

Linnet:

Strack:

N. ADJOURNMENT!:

POSTED: FRIDAY, MARCH 18, 2011



**CITY OF CORNING
SPECIAL COUNCIL MEETING MINUTES**

**TUESDAY, MARCH 1, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 7:00 p.m.

B. ROLL CALL:

Council:

Vacant

Toni Parkins

John Leach

Darlene Dickison

Mayor:

Gary Strack

All members of the Council were present.

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

D. BUSINESS FROM THE FLOOR:

Mayor Strack welcomed everyone to tonight's meeting and asked if there was anyone in the audience wishing to speak on an item not listed on tonight's Agenda. He invited those wishing to speak to come to the podium, identify themselves and briefly present their information to the Council informing audience members that should the matter require more time or formal action by the Council, the law requires it be placed on the printed Agenda for a future meeting so that interested members of the public will have the chance to appear and speak on the subject. He then stated that should members of the audience have questions regarding the item listed on tonight's Agenda, please obtain the Mayor's attention and state your question prior to Council beginning the interview process explaining that once the Council begins interviewing prospective Council Candidates, there will be no more audience participation. Questions to Candidates will be asked by the Mayor and Members of the City Council only.

With no questions from the audience, the Council moved forward with the interview process.

E. REGULAR AGENDA:

1. Applications for Vacant City Council Position: Review, Discussion and Selection for Appointment to Fill Vacancy.

Mayor Strack outlined the interview process stating that the process will consist of:

- Each Candidate introducing themselves and stating why they are seeking this appointment,
- Mayor and Council will then address questions to the Candidates, with each Candidate responding to each question.
- Concluding the interview process, each Candidate will be given the opportunity to make a final statement of why they believe they are best qualified for appointment to the City Council.
- Mayor and Council will then deliberate and hopefully a motion will be made for a selection, followed by a second and a vote.
- The individual selected will be sworn into office at the March 8th City Council Meeting.

Introduction:

Melodie Poisson: Stated she was a candidate for the City Council during the November Elections and has gone through this process for quite a few months now and is looking forward to a conclusion. She and her husband Richard own DM-Tech, a local internet service and

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computer repair service serving the Community. She stated that in 2008 she became very interested in the City Council and issues relating to the City. She stated that she really has a heart for this City and feels that if you have an interest in and a desire to not only know what is going on but have an opinion on it you should be willing to serve. She wants to serve our Community so she began to educate herself about the issues and the people by coming to meetings and pouring over the Agendas. She stated she has been in the process of preparing herself for the possibility of serving on the Council. She looks forward to the privilege and honor of serving at some point.

Lorenzo Casia: Stated he has been a local citizen since 1965 and working at Corning Lumber for the last 31 years. He stated that during the last Election he believed he needed to offer another choice for the people of Corning, but never followed through. He stated he would do the best he can and hopes he can provide the right decisions for the citizens of the City and for the local businesses.

Doug Hatley: Stated that he has been around Corning for quite some time and has been employed at Corning Ford for 21 years in the Service Department. He currently serves as a Commissioner on the City's Planning Commission and has for about three years. He is a member of the Corning Chamber of Commerce where he has served on the Board of Directors, Chaired the Car Show for many years, and put on the mixers at Corning Ford. He stated through his experience in business and on the Planning Commission he believes he could bring a lot to the table to serve the City of Corning.

David Linnet: Stated he is a business owner in town, has had his business for twenty years now, was born and raised here, worked for Dudley and Petty for eighteen years and then started his own shop. He stated that he just wants to serve Corning more, he can spend the time now; his business is at a place where he can now do that and that he put his name in to help the City.

John Richards: Stated he has been a Corning resident for the last 13 years, has a couple of kids in High School still. He has been in construction for about twenty years between manufacturing and in the construction part of it, currently he is doing estimating. He feels with his background he can bring different ideas to the Council because he doesn't believe there has been much of that on the Council that's why he put his hat into the ring. He stated that he works well with people and believes he is a pretty good problem solver and works well with others. He stated he would be honored to serve.

Each of the Candidates responded to the following questions:

- **The City is currently facing a deadline for setting up guidelines for the dispensary of Medical Marijuana in the City of Corning, do you feel you could bring an open mind to the Council on this issue and what are your thoughts on this issue?** (Mayor Strack)

Richards: Stated that he himself is against it. He knows it brings some good to some people that actually need it. He stated that with whatever solution comes up you will not be able to make everyone happy, however with everything he has seen he believes it is here to stay and stated he believes there will end up being more and more of it. He stated it will take the effort of all of the Council to come up with a common solution. He believes that the one we had could have possibly worked if it had been under different circumstances, different location and more willing to work with the City. The key thing is everyone putting their heads together to come up with a solution that will best protect the City along with the residents.

Linnet: Stated he is not against Medical Marijuana, however he is leery about the way the scripts are issued other than by a medical doctor. He said he could see where they say it really helps them when they use it, so he wouldn't be against having someplace zoned for it if the kids couldn't get around it. He stated he was really upset when he saw three teenage girls looking in the window of the one downtown when he was driving home one day. He wished it was in a

location where kids didn't walk by it all the time, he wouldn't be against zoning it if it was in a location where kids weren't walking by it all the time.

Hatley: Stated that the key is to have an open mind on the issue and he believes he can do that. He stated he has done a lot of research on the issue as a Planning Commissioner and it is a real touchy situation where you are damned if you do and damned if you don't and there is no cut and dried answer, it will take everybody's input in order to decide how we are going to do it. He stated he believes it is inevitable, that somewhere down the line we will have to make some kind of zoning regulations and decide where to zone for it. It is a no win situation.

Casia: Stated that he was unaware that the City was under the gun to make a decision on this. He stated that he is kind of lukewarm on the subject. He would like to see a better regulation, however he doesn't know if we are capable of that as a local government. He stated that the State and Federal Government should give the City some pretty good guidelines on this issue, stating he is not sure exactly what they are. He stated if we look at the Federal and State guidelines on the issue that we have to work with he thinks we should be able to make a viable decision, whichever way it goes.

Poisson: Stated that it is unfortunate that Medical Marijuana is in a different category than other medical dispensary items that are needed by people. She stated that she thinks it is too available to young people, and that the regulations are lax in California because there are so many people that want it to become Recreational. We are in this position where we have the Federal and the State and we are trying to come to a compromise. Whatever we can do as a City to keep it out of the hands of children and teenagers while still following State and Federal guidelines she would be in favor of. She stated that she has seen a lot of young people treat it with such casual disregard that it has enveloped their lives causing them to become non-productive, so because of that she would like, as a City, to find ways to keep a regulated eye on it. She stated that she believes that the Police Department did a great job this past year with this issue however, the City does not have the finances to be the regulators of this issue. She stated that her opinion is to find a location that is under the most control and is the least available to young people and find out what resources are available for regulation besides our own Police Department. The answers will come, it isn't a matter of pleasing everyone, but rather a matter of doing what is right.

- **Do you have any new ideas on ways to save money in the City Budget?** (Councilor Dickison)

Poisson: Stated that there were some ideas suggested during the campaign which she believes are good. The ideas about obtaining competitive bids which she believes the City currently does, but maybe widening that ability to do that. She stated she believes we could make money with some of our resources that we currently are not making as much as we could. We have land and facilities that we rent out, stating she thinks we could get graduated increases in those incomes that would provide the City with more income. There are resources that we could possibly tap that we have been utilizing past tables of what we are expecting to come in that we could increase. She stated that she would like to learn more about the current City jobs to see if a savings could be found there.

Casia: Stated he believes that most of the monies the City receives are dedicated funds, when money comes in from certain sources and the funds are from a dedicated source it should be utilized for that purpose only.

Hatley: Stated that he can't say that he has any specific ideas because he is not familiar with the City's finances. What he can bring is a different perspective to the issue because that is what he currently does on a daily basis through his job at Corning Ford with their many dealerships. During the current economic times they have survived when many dealerships are

closing their doors. He stated that he could bring his experience to the table and possibly come up with some new ideas.

Linnet: He stated that he has no new ideas, from what he can see the Council has done an excellent job so far, and the steps taken by Steve and Tony has made it a little easier that way. The only other option is cutting wages.

Richards: Stated that with his background he believes that accountability is a big part. Supervisors need to do their job to make sure their employees are out doing what they need to be doing. He suggested obtaining supplies through competitive price quotes. He stated that there is no easy solution. He noted that it will take some work on his part to learn more about it however, he believes he has a pretty good aspect of some things and suggestions he could make to help the Council.

- **John Leach stated that we did have a General Election last November, two of the candidates tonight ran for the position during that time, took out papers, spent money on a campaign and between the two received about 800 votes. Is there a reason that three of you didn't run?**

Linnet: He believed that there were enough candidates running at that time.

Hatley: He didn't because of health issues at the time, it was noted that he did run for City Council six years ago.

Casia: It was late in the season and he needed to speak to his wife about it. He stated that he really wanted to do this but decided to hold off. After the Election, and after continual talks with his wife, she warmed up to the idea. With Mr. Lopez resigning he thought this is another opportunity.

- **In the last Election, because of the budget Council discussed a possible tax to support the Fire Dispatch. Since this issue could come up for discussion again in a few months, would you support and what is your opinion on a possible tax to support the Fire Dispatch, should it be funded by a separate tax?** (Mayor Strack. Councilor Parkins asked if this question is a violation of the Brown Act and Mayor Strack stated he didn't believe it was because they are not an elected official and are offering an opinion.)

Poisson: Since the tax would be associated with a property tax and paid by property owners, she would like to see a mail out vote of the property owners for a decision, she believes that would be the most appropriate. As a property owner she is in favor of the tax as she supports the Fire Department.

Casia: He stated that at one time he was a Volunteer Fireman for the County, and at that time a "Volunteer" meant volunteer, since that time things have changed. He stated that if we offer it to the public they would give the Council direction.

Hatley: Stated he doesn't know if he is for or against it. During these economic times, for some people out there they are barely making ends meet, yet we want to tax them more. However, we need the service. He believes the people should have a voice on this issue.

Linnet: Stated that he has always been against taxes, however when you talk about firemen, he believes he would be in favor of it. He stated that possibly after tomorrow he will be a member of the Fire Department and would not be able to vote on this issue should he be selected.

Richards: Stated that he is in favor of the tax, however it is a touchy situation. He supports our Fire Department and Fire Dispatch. As a homeowner he would support it, he is not crazy about a tax increase, but he would do it to support the Fire Department. It is something that needs to be looked at. He stated that the Fire Department has an excellent rating, they have one of the

best response times of any of the ones he knows of. He stated regarding a tax, he would be in favor of it.

- **Mayor Strack stated he had one question of John Richards. During the last budget discussion, he supported a budget proposed by Concerned Citizens that supported cutting some Management Positions. If you were to get appointed to this position, you would have to have a working relationship with people you were critical of, or wanted to be laid off. Do you see that as being a problem?**

He stated no. In his job he has to work with people that he doesn't agree with and is not crazy about, but in his position he has to come up with solutions for the problems. When it comes to the decisions he has to make it comes down to what is best for the Company he works for. In this situation it would be what is in the best interest for the City and its residents.

- **Should the financial situation of the City change within the next year, how would you approach the situation, would you consider lay-offs, taking a portion of the employees PERS, etc.** (Councilor Leach)

Richards: Stated that you don't know what's going to happen until it comes and you have to be able to make the hard decisions even if it is not a popular one. You have to make a decision that is in the best interest of the City and its residents.

Linnet: Stated that he has talked with a lot of the Staff and they are familiar with the current budget situation. He believes things will turn around and the Council has already taken the steps necessary.

Hatley: Stated that he agrees with Dave, the Council has already taken the necessary steps. The Council will do what is necessary at the time.

Casia: Believes people will step up and do what is necessary.

Poisson: Stated that she is very impressed with the way the City has kept a spirit of cooperation and unity through some of these hard times and hopes that we can continue that spirit when it gets to harder things. The City needs to continue researching methods of saving. The energy costs are astounding. She stated that there has got to be a way to save on the energy bill.

- **Do any of you have any problems with the current City Employees?** (Councilor Dickison)

All of the Candidates stated no.

Councilor Parkins voiced her appreciation to all of the Candidates, informing them that serving as a member of the Council is stressful and you have to do the homework.

Candidates Final Statement:

Melodie Poisson: Stated that she believes she would be good in this position due to her teaching background. She has had to negotiate all kinds of situations with Staff, School Boards, and Parents. She is good at studying, she knows all about homework from both sides. Through her business she believes she knows the heartbeat of the public and wants to serve. She stated she believes she could be impartial, judging each situation as it comes up. She is fiscally responsible and possibly can help with new businesses in Corning.

Lorenzo Casia: Believes most of the Council knows him and he would like to offer up his knowledge and skills and would do the best that he could to serve the Community.

Doug Hatley: Stated that when you have a job to do, you have to get it done. He stated that he can bring a lot of different angles and knowledge to the table. He is good at reading material to prepare and could bring a lot of experience to the table and be a good team player.

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Dave Linnet: He was born and raised here and loves this town. He is a small business owner here for twenty four years. He has donated a lot of time and money to the Fire Department, he and his grandson are involved in community service through graffiti removal and is here to serve the community and will serve whether chosen or not.

John Richards: Stated he believes his background in construction could benefit the City. He works well with people and believes he works well with people to come up with a solution to a common problem. He informed the Council that this is new to him. He stated that he has been involved with the kids and the Skateboard Park Committee and at the Senior Center.

Mayor Strack then called for a motion from the Council. Councilor Parkins moved to appoint Doug Hatley.

Councilor Leach stated that it is a difficult situation to see each of the five sitting here because no matter what the decision someone will be unhappy. He then stated that he would lean towards appointing John Richards because of his construction experience. He further stated that two of these people spent a lot of time and money on the election and did receive votes from the public.

Councilor Dickison stated that each of the Candidates tonight is qualified to serve and that it is a difficult decision.

Mayor Strack requested a second on the motion currently on the floor. Councilor Dickison seconded the motion made by Councilor Parkins. **Ayes:** Parkins and Dickison. **Opposed:** Leach and Strack. **Not passed by a 2-2 vote.**

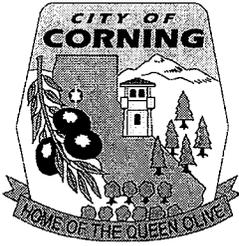
Councilor Leach then moved to appoint John Richards to the Council. Mayor Strack seconded the motion. **Ayes:** Leach. **Opposed:** Dickison, Parkins and Strack. **Not passed by a 1-3 vote.**

Councilor Parkins then moved to appoint Dave Linnet. Councilor Dickison seconded the motion. **Ayes:** Parkins, Dickison, Strack. **Opposed:** Leach. **Approved by a 3-1 vote.**

Mayor Strack announced that Dave Linnet will be sworn into office at the March 8, 2011 City Council Meeting. He thanked all of the Candidates and welcomed them to apply for appointment to the various Commissions stating that we do have some openings.

F. ADJOURNMENT!: 8:10 p.m.

Lisa M. Linnet, City Clerk



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

**TUESDAY, MARCH 8, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the Council were present except Councilor Parkins.

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

C. PUBLIC COMMENTS: No comments were received.

D. RECOGNITION AND ISSUE OATH OF OFFICE TO NEWLY APPOINTED COUNCIL MEMBER:

Councilmember: Dave Linnet

Mayor Strack introduced Dave Linnet as the person selected at the March 1, 2011 Special City Council Meeting by a 3-1 vote of the Council for appointment to the vacant Council position. City Clerk Lisa Linnet then issued the Oath of Office to Councilor Linnet.

E. ADJOURN TO CLOSED SESSION: 7:30 p.m.

F. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

**Agency Negotiator: William May, Labor Relations Consultant
Miscellaneous Unit**

G. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION: 7:30 p.m.

Mayor Strack reported that Council met with the City's Labor Negotiator and gave him direction.

H. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL: 7:31 p.m.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, MARCH 8, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present except Councilor Parkins.

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

D. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS, PRESENTATIONS:

1. Proclamation: March 6, 2011 – Girl Scout Week in the City of Corning.

Mayor Strack presented the Proclamation to Joni Jobe (Troop Leader for Troop 70296), Kylee Braiser (Troop Leader for Troop 70298), and 15 members of local Girl Scouts Troops 70296, 70211, and 70298.

E. BUSINESS FROM THE FLOOR: None.

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

- 2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 3. Waive the Reading and Approve the Minutes of the February 22, 2011 City Council Meeting with any necessary corrections:**
- 4. March 2, 2011 Claim Warrant - \$134,355.25.**
- 5. March 2, 2011 Business License Report.**
- 6. February 2011 Building Permit Valuation - \$44,153.28.**
- 7. February 2011 Wages and Salaries - \$324,567.10.**
- 8. February 2011 – Treasurer's Report.**
- 9. City of Corning Wastewater Operation Summary Report – February 2011.**
- 10. Approve Contract Change Order No. 3 Requesting a Time Extension and Progress Pay Estimate No. 3 in the Amount of \$6,150 to Franklin Construction for the 2010 Traffic Signal Installation Project.**
- 11. Ordinance 644 Amending Chapter 13 of the Municipal Code Regarding Maintenance of Backflow Prevention Devices. (Second Reading)**
- 12. Approve New Five-Year Agreement with the Corning Rodeo Association for Rodeo Grounds at Clark Park.**

13. Adoption of Invocation Policy.

Councilor Dickison moved to approve Consent Items 2-13 and Councilor Linnet seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.**

G. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

H. PUBLIC HEARINGS AND MEETINGS: None.

I. REGULAR AGENDA:

Mayor Strack stated that Staff has requested to add “**Approve Survey and Topography Map Proposal for Corning Community Park**” to tonight’s Agenda as an urgency item. Planning Director John Stoufer outlined the reasons behind the need to add this item as an urgency item stating that the City is currently closing (will close on Monday) on the 2 separate properties purchased for the Park and this is the next step.

Councilor Leach moved to add to the Agenda as an urgency item to **Approve Survey and Topography Map Proposal for Corning Community Park**. Councilor Dickison seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.**

Councilor Leach then moved to approve the proposal submitted by Rolls, Anderson and Rolls and authorize the City to enter into the Agreement. Councilor Dickison seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.**

14. Resident Selection Policy, Salado Orchard Apartments: Consider Supporting a Waiver to the Minimum Occupancy Standards for Two and Three Bedroom Apartments at Salado Orchard Apartments.

Mayor Strack introduced this item by title. Planning Director John Stoufer explained the requirements under the existing minimum occupancy standards. He stated the City was contacted by Cambridge Real Estate Services (current Managers of Salado Orchard Apartments) seeking City support of their efforts in obtaining approval from the Department of Housing & Community Development (H&CD) for a “Resident Selection Policy” allowing the City to approve a waiver to the current minimum occupancy standards imposed by H&CD. Councilor Dickison moved to support the Resident Selection Policy allowing the City of Corning to consider a waiver to the minimum occupancy standards on a case-by-case basis. Councilor Linnet seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.**

15. Approve Agreement for Completion of a Constituent Study Workplan (A Waste Discharge Permit Requirement) by Carollo Engineers and Appropriation of \$5,000 from Sewer Enterprise Fund 610 to WWTP Professional Services Account 610-6322-5200 to cover this Cost.

Mayor Strack introduced this item by title and Public Works Director John Brewer explained the reason for the need of the Agreement. He explained that the urgency resulted because the Workplan was originally due on March 1st and Southwest Water Company, the Company that manages our WWTP for the City, thought that they could perform this work and later found out that it must be signed off by an Engineer.

Councilor Dickison moved to appropriate \$5,000 from Sewer Enterprise Fund 610 to WWTP Professional Services Account 610-6322-5200; and authorize the City Manager to sign the attached Agreement for Professional Services with Carollo Engineers Inc. for the NPDES Permit Special Studies Workplan Services outlined as Task Order No. 1 in the amount of \$4,448. Councilor Leach seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed:**

None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.

16. Approve Recommendation of Melodie Poisson for Appointment to the City Planning Commission.

Mayor Strack introduced this item by title stating that he had interview her and feels her to be well qualified.

With no further comments, Councilor Linnet moved to appoint Melodie Poisson to the Planning Commission effective immediately to fill the vacancy created by the resignation of Jesse Lopez. Councilor Dickison seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.**

17. Review Services Provided by Corning Disposal with An Eye Towards Reducing Service in order to Lower Service Rates.

Mayor Strack introduced this item by title stating he has requested that the City Manager and Public Works Director schedule a meeting with Tim McGill and Matt Fryer of Corning Disposal, Waste Management to review the services provided under the current contract. He also stated that he has appointed himself and Councilor Dickison to represent the Council at this meeting. **Informational item only, no action required.**

18. Confirm Continued Compensation Plan for the Unrepresented Position of Administrative Assistant to the City Manager.

Mayor Strack introduced this item by title and City Manager Kimbrough provided background information related to this item. Councilor Linnet stated that he would abstain from vote on this item due to conflict of Interest since this item specifically relates to his Sister-in-law and left the room at 8:02 p.m.

With no further discussion, Councilor Dickison moved to confirm continued compensation plan for the position of Administrative Assistant to the City Manager to be the same as the Corning Management Association for the period January 1, 2011 through December 31, 2011. Councilor Leach seconded the motion. **Ayes: Strack, Leach and Dickison. Opposed: None. Absent: Parkins. Abstain: Linnet. Motion was approved by a 3-0 vote with Parkins absent and Linnet abstaining.** Councilor Linnet then rejoined the meeting at 8:05 p.m.

19. Authorize Fire Chief to Work with Glenn County Agencies on Fire Dispatch Contract.

Mayor Strack introduced this item by title and City Manager Kimbrough outlined the proposal. Chief Spannaus stated that under this proposal Corning Fire Dispatch would supply dispatch services for an additional 9 Units, would average about 8 additional calls per 24 hour period and could possibly bring in an additional \$98,000.

Councilor Dickison moved to authorize the Fire Chief, assisted by the City Manager and City Attorney, to negotiate with the Glenn County Agencies for providing dispatch services. Councilor Leach seconded the motion. **Ayes: Strack, Leach, Dickison and Linnet. Opposed: None. Absent: Parkins. Abstain: None. Motion was approved by a 4-0 vote with Parkins absent.**

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

K. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.

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

Parkins: Absent

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

Leach: None

Dickison: Stated that tomorrows LAFCO Meeting has been canceled.

Linnet: Nothing.

Strack: Announced that Councilor Parkins will be absent for the next 2 meetings to handle some personal business. Stated that an "Open House" for SERF will take place on Tuesday, March 2, 2011 at Woodson School at 6:30 p.m.

M. ADJOURNMENT!: 8:15 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: March 16, 2011

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, March 22, 2011 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	03-09-11	\$	42,530.26
B.	Payroll Disbursements	Ending	03-08-11	\$	42,506.51
C.	Cash Disbursements	Ending	03-14-11	\$	58,799.22
D.	Cash Disbursements	Ending	03-16-11	\$	10,169.12
GRAND TOTAL				\$	<u>154,005.11</u>

REPORT.: Mar 10 11 Thursday
 RUN...: Mar 10 11 Time: 08:19
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012095	03/03/11	PET03	PETTY CASH	268.69	.00	268.69	11-0303	PETTY CASH-
012096	03/08/11	FIR00	FIRST NATIONAL BANK	1318.05	.00	1318.05	110228	MAT & SUPPLIES-
012097	03/08/11	NOR09	NORTHERN CA TITLE COMPANY	1512.23	.00	1512.23	16313-DM	PARKLAND DEV
012098	03/08/11	NOR09	NORTHERN CA TITLE COMPANY	931.83	.00	931.83	16314-DM	PARKLAND DEV
012099	03/08/11	NOR09	NORTHERN CA TITLE COMPANY	475.00	.00	475.00	16324-DM	PARKLAND DEV
012100	03/09/11	COR08	CORNING LUMBER CO INC	1329.40	.00	1329.40	110225	Mat/Supplies-
012101	03/09/11	FRA03	FRANKLIN CONSTRUCTION, IN	5535.00	.00	5535.00	11-0308	SIGNAL IMPROVEMENTS-ST. P
012102	03/09/11	PGE01	PG&E	20484.49	.00	20484.49	110223	Electricity General City-
012103	03/09/11	ACC00	ACCESS INFORMATION	42.00	.00	42.00	60678	EQUIP MAINT-GEN CITY
012104	03/09/11	AIR00	AIRGAS NCN	48.19	.00	48.19	102922702	MAT & SUPPLIES-FIRE
012105	03/09/11	AME15	AMERIGAS	200.82	.00	200.82	010072311	NATURAL GAS-ACO
012106	03/09/11	AND03	ANDERS, JOANN	350.00	.00	350.00	11-108	PROF SVCS-HOUSING REHAB
012107	03/09/11	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	110304	ProfServices Water Dept
012108	03/09/11	BAT01	BATTERIES PLUS	110.38	.00	110.38	100565-01	COMMUNICATIONS-FIRE DISPA
012109	03/09/11	BEN04	BEN TOILET RENTALS, INC.	301.21	.00	301.21	237703	MAT & SUPPLIES-PARKS
012110	03/09/11	COR11	CORNING SAFE & LOCK	168.22	.00	168.22	3071	MAT & SUPPLIES-WTR
				30.00	.00	30.00	3072	VEH OP/MAINT-POLICE
				32.48	.00	32.48	3077	VEH OP/MAINT-POLICE
			Check Total.....:	230.70	.00	230.70		
012111	03/09/11	FIR01	FIRST NATIONAL BANK	15.00	.00	15.00	110228	CONF/MTGS-PW ADMIN
012112	03/09/11	FIR02	FIRST NATIONAL BANK	293.49	.00	293.49	110228	K-9 PROGRAM-POLICE
012113	03/09/11	GOL03	GSFM / WFM	21.65	.00	21.65	I-031291	Mat/Supplies-WTR
012114	03/09/11	HOL04	HOLIDAY MARKET #32	26.56	.00	26.56	36835	Mat/Supplies-PARKS
				45.40	.00	45.40	38629	Mat/Supplies-ACO
			Check Total.....:	71.96	.00	71.96		
012115	03/09/11	JES10	JESSEE HEATING & AIR, INC	75.00	.00	75.00	51205	MAT & SUPPLIES-BLD MAINT

REPORT.: Mar 10 11 Thursday
 RUN....: Mar 10 11 Time: 08:19
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012116	03/09/11	LNC01	LN CURTIS & SONS	4.47	.00	4.47	120749700	MAT & SUPPLIES-FIRE
012117	03/09/11	NOR01	NORTH VALLEY BARRICADE	432.46	.00	432.46	13982	SIGN REPLACEMENT-STR
012118	03/09/11	NOR09	NORTHERN CA TITLE COMPANY	488.00	.00	488.00	16262-KD	SIGNAL IMPROVEMENTS-STR
012119	03/09/11	PAT02	PATTERSON ELECTRIC, INC.	454.29	.00	454.29	2262	BLD MAINT-TRANS FAC
				83.70	.00	83.70	2266	MAT & SUPPLIES-BLD MAINT
				668.59	.00	668.59	2267	MAT & SUPPLIES-BLD MAINT
Check Total.....:				1206.58	.00	1206.58		
012120	03/09/11	PGE01	PG&E	389.75	.00	389.75	110228	ELECT-
012121	03/09/11	PGE04	PG&E	464.78	.00	464.78	110302	TranspFacility-
012122	03/09/11	PGE05	PG&E	993.76	.00	993.76	110321	FIRE-ELECT & GAS
012123	03/09/11	PGE2A	PG&E	111.93	.00	111.93	110302	ELECT-MARTINI, MCDONALD &
				27.37	.00	27.37	110303	ELECT-CLELAND PROP
Check Total.....:				139.30	.00	139.30		
012124	03/09/11	QUI05	QUINN'S UNIFORMS	1889.72	.00	1889.72	19323	SAFETY ITEMS-POLICE
012125	03/09/11	REY01	REYNOLDS, DONALD C.P.A	2000.00	.00	2000.00	23966	PROF SVCS-FINANCE
012126	03/09/11	THO03	THOMAS HYDRAULIC	53.31	.00	53.31	334613	SAFETY ITEMS-FIRE
012127	03/09/11	TRI02	TRI-COUNTY NEWSPAPERS	456.66	.00	456.66	114841	LGL AD PLANNING-PROF SVCS
012128	03/09/11	WAR05	WARREN, DANA KARL	268.37	.00	268.37	110307	REC INSTRUCTOR-REC
012129	03/09/11	WES02	WESTERN BUSINESS PRODUCTS	42.01	.00	42.01	027881	Equip.Maint.-FIRE DISPATC
Cash Account Total.....:				42530.26	.00	42530.26		
Total Disbursements.....:				42530.26	.00	42530.26		
Cash Account Total.....:				.00	.00	.00		

REPORT.: Mar 10 11 Thursday
 RUN....: Mar 10 11 Time: 08:19
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 03-11 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
4917	03/08/11	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	B10308	POLICE OFFICER ASSOC
4918	03/08/11	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	B10308	WITHHOLDING ORDER
4919	03/08/11	EDD01	EMPLOYMENT DEVELOPMENT	4671.36	.00	4671.36	B10308	STATE INCOME TAX
				1312.62	.00	1312.62	1B10308	SDI
			Check Total.....:	5983.98	.00	5983.98		
4920	03/08/11	ICM01	ICMA RETIREMENT TRUST-457	200.00	.00	200.00	B10308	ICMA DEF. COMP
4921	03/08/11	OEU03	OPERATING ENGINEERS	500.00	.00	500.00	B10308	CREDIT UNION SAVINGS
4922	03/08/11	PERS1	PUBLIC EMPLOYEES RETIRE	26107.24	.00	26107.24	B10308	PERS PAYROLL REMITTANCE
4923	03/08/11	PERS4	Cal Pers 457 Def. Comp	25.00	.00	25.00	B10308	PERS DEF. COMP.
4924	03/08/11	PRE03	PREMIER WEST BANK	7822.51	.00	7822.51	B10308	HSA DEDUCTIBLE
4925	03/08/11	TEH15	TEHAMA CO SHERIFF'S DEPT	589.71	.00	589.71	B10308	WAGE ASSN # 43462
4926	03/08/11	VAL06	VALIC	789.61	.00	789.61	B10308	AIG VALIC P TAX
			Cash Account Total.....:	42506.51	.00	42506.51		
			Total Disbursements.....:	42506.51	.00	42506.51		

REPORT.: Mar 14 11 Monday
 RUN...: Mar 14 11 Time: 12:55
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012130	03/14/11	ATT02	AT&T	1089.65	.00	1089.65	2169670	COMMUNICATIONS-
012131	03/14/11	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1102411	ProfServices Water Dept-
012132	03/14/11	CON07	CONEXIS	30.00	.00	30.00	02110R348	MEDICAL INS-COBRA
012133	03/14/11	COR05	CORNING AUTO CENTER	167.21	.00	167.21	38804	VEH OP/MAINT-
012134	03/14/11	GRA02	GRAINGER, W.W., INC	1093.85	.00	1093.85	83724286A	MAT & SUPPLIES-PARKS
012135	03/14/11	JOH06	JOHNSON'S TURBO CLEAN	792.87	.00	792.87	3597	MAT & SUPPLIES-BLD MAINT
012136	03/14/11	KNI00	KNIFE RIVER CONSTRUCTION	1009.32	.00	1009.32	115960	MAT & SUPPLIES-
012137	03/14/11	LIN01	LINCOLN EQUIPMENT, INC.	31.55	.00	31.55	SI157094	MAT & SUPPLIES-POOL
012138	03/14/11	MCD01	MCDANIEL SIGN COMPANY	233.17	.00	233.17	3183	STREET SIGN-STR
012139	03/14/11	MGT00	MGT OF AMERICA, INC.	1500.00	.00	1500.00	20185	PROF SVCS-GEN CITY
012140	03/14/11	NOR10	NICOLINO CLEMENTE	230.09	.00	230.09	1826	EQUIP MAINT-POLICE
012141	03/14/11	PAT02	PATTERSON ELECTRIC, INC.	47.39	.00	47.39	2274	MST & SUPPLIES-BLD MAINT
012142	03/14/11	PGE03	PG&E	55.59	.00	55.59	110303	Mat/Supplies PoliceServic
012143	03/14/11	REX01	REXEL INC.	186.33	.00	186.33	801236776	MAT & SUPPLIES-BLD MAINT
012144	03/14/11	SWW00	SWWC SERVICES, INC.	3142.55	.00	3142.55	17722	PROF SVCS-WWTP
				2770.84	.00	2770.84	17728	PRETREATMENT PROGRAM-SWR
				46332.81	.00	46332.81	17729	PROF SVCS-WWTP
Check Total.....:				52246.20	.00	52246.20		
Cash Account Total.....:				58799.22	.00	58799.22		
Total Disbursements.....:				58799.22	.00	58799.22		

REPORT.: Mar 16 11 Wednesday
 RUN...: Mar 16 11 Time: 15:49
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
012145	03/15/11	BIS00	BISHOP CUSTOM PRODUCTS	1499.26	.00	1499.26	4960	OTS OTHER DIRECT COSTS
012146	03/16/11	ARA02	ARAMARK UNIFORM SRV.INC.	33.56	.00	33.56	1004931	MAT & SUPPLIES-
012147	03/16/11	BUT04	BUTTE CTY CREDIT BUREAU	14.00	.00	14.00	11163	PROF SVCS-DISPATCH
012148	03/16/11	CAR12	CARREL'S OFFICE MACHINES	2.37	.00	2.37	098751	MAT & SUPPLIES-LIBRARY
012149	03/16/11	CHE02	CHEM QUIP, INC.	187.44	.00	187.44	5070969	MAT & SUPPLIES-POOL
				260.91	.00	260.91	5071382	MAT & SUPPLIES-POOL
				1063.92	.00	1063.92	5071383	MAT & SUPPLIES-WTR
Check Total.....:				1512.27	.00	1512.27		
012150	03/16/11	DEP10	DEPT OF MOTOR VEHICLES	164.65	.00	164.65	110314	TRAINING/ED-POLICE
012151	03/16/11	GAL02	GALLS, AN ARAMARK COMPANY	41.43	.00	41.43	511214465	MAT & SUPPLIES-POLICE
012152	03/16/11	MAN00	MANCHESTER GRAND HYATT	371.88	.00	371.88	110314	OTS GRANT-HOST TRAVEL
012153	03/16/11	PGE01	PG&E	1694.58	.00	1694.58	110301	WATER-PUMPS
012154	03/16/11	SWW00	SWWC SERVICES, INC.	486.90	.00	486.90	17564	PROF SVCS-WWTP
				817.65	.00	817.65	17570	PROF SVCS-WWTP
Check Total.....:				1304.55	.00	1304.55		
012155	03/16/11	DAY03	DAY WIRELESS SYSTEMS	125.44	.00	125.44	5070969	EQUIP MAINT-POLICE
012156	03/16/11	FIT01	FITZPATRICK LAW OFFICES	624.00	.00	624.00	28565	GEN CITY/LEGAL SERV- (G.
				2016.00	.00	2016.00	28566	GEN CITY SERV/MISC GEN CI
				204.00	.00	204.00	28567	GEN CITY SERV/LEGAL SERV
Check Total.....:				2844.00	.00	2844.00		
012157	03/16/11	MAI00	MAIRE & BURGESS	66.00	.00	66.00	41557	GEN CITY-LEGAL SERV
012158	03/16/11	NOR31	NORM'S PRINTING	14.02	.00	14.02	009544	MAT & SUPPLIES-CITY COUNC
012159	03/16/11	OFF01	OFFICE DEPOT	41.11	.00	41.11	132018755	EQUIP MAINT-POLICE
012160	03/16/11	SIM02	SIMPLEX GRINNELL	440.00	.00	440.00	66387062	SAPTEY ITEMS-FIRE
Cash Account Total.....:				10169.12	.00	10169.12		
Total Disbursements.....:				10169.12	.00	10169.12		

Date.: Mar 16, 2011
Time.: 3:58 pm
Run by: LORI

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
CLUB DE VIDA SALUDAB	1302 SOLANO ST	CORNING, CA 96021	BAUTISTA BERTHA	HERBALIFE SUPPLIERS	03/15/11	(530) 838-9128

ITEM NO: G-5
APPROVE PROGRESS PAY ESTIMATE
NO. 8 IN THE AMOUNT OF \$13,705.97 TO
AZEVEDO CONSTRUCTION FOR THE 2010
RODGERS THEATER IMPROVEMENT
PROJECT

MARCH 22, 2011

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
JOHN L. BREWER, AICP; DIRECTOR OF PUBLIC WORKS
TERRY HOOFARD, BUILDING OFFICIAL



SUMMARY:

Attached for City Council review is a copy of Partial Pay Estimate No. 8 requesting payment of \$13,705.97 for the 2010 Rodgers Theater Improvement Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to Azevedo Construction.

This should be the last pay request for this project, which is now completed.

FINANCIAL:

The Director of Public Works and the Building Official have reviewed and approved this request.

Original Construction Contract	\$ 176,609.00
Contract Change Order No. 1	\$ 2,475.69
Contract Change Order No. 2	\$ 1,955.00
Contract Change Order No. 3	\$ 345.00
Contract Change Order No. 4	\$ 7,517.67
Contract Change Order No. 5	\$ 11,635.98
Contract Change Order No. 6	\$ 12,542.37
Total Adjusted Contract Amount	\$ 213,080.71

The following summarizes the Partial Pay requests and retention paid to date:

Proposed PPE No. 1	\$ 34,555.64
Retention to be held (10%)	\$ (3,455.56)
Amount paid to Contractor	\$ 31,100.08
Proposed PPE No. 2	\$ 39,860.20
Retention to be held (10%)	\$ (3,986.02)
Amount paid to Contractor	\$ 35,874.18
Proposed PPE No. 3	\$ 4,279.95
Retention to be held (10%)	\$ (428.00)
Amount paid to Contractor	\$ 3,851.95
Proposed PPE No. 4	\$ 34,606.90
Retention to be held (10%)	\$ (3,460.69)
Amount paid to Contractor	\$ 31,146.21

Proposed PPE No. 5	\$ 51,236.56
Retention to be held (10%)	\$ (5,123.66)
Amount paid to Contractor	\$ 46,112.90
Proposed PPE No. 6	\$ 31,492.17
Retention to be held (10%)	\$ (3,149.22)
Amount paid to Contractor	\$ 28,342.95
Proposed PPE No. 7	\$ 3,343.32
Retention to be held (10%)	\$ (334.33)
Amount paid to Contractor	\$ 3,008.99
Proposed PPE No. 8	\$ 13,705.97
Retention to be held (10%)	\$ (1,370.60)
Amount due to Contractor	\$ 12,335.37

The table below lists each funding source for this project:

Account No	Title	Funds Allocated for Project
130-9116-6125	Theater Restoration/Rodgers Theater	\$220,000
	Energy Efficiency Commission Grant	\$35,175
Total		\$255,175

BACKGROUND:

The contract for the 2010 Rodgers Theater Improvement Project was awarded to Azevedo Construction of Chico, CA at the September 28, 2010 Regular City Council Meeting.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE PROGRESS PAY ESTIMATE NO. 8 IN THE AMOUNT OF \$13,705.97 TO AZEVEDO CONSTRUCTION FOR THE 2010 RODGERS THEATER IMPROVEMENT PROJECT

PARTIAL PAYMENT ESTIMATE

2010 Rodgers Theater Improvement Project

Progress Payment Estimate No. 8

OWNER:

City of Corning

CONTRACTOR:

Azevedo Construction of Chico, CA

PERIOD OF ESTIMATE:

FROM: Feb 15, 2011 to Mar 7, 2011

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Approval Date	Amount		
		Additions	Deductions	
1	10/28/2010	\$2,475.69		1. Original Contract..... \$176,609.00
2	11/23/2010	\$1,955.00		2. Change Orders..... \$ 36,471.71
3	12/14/2010	\$ 345.00		3. Revised Contract (1+2)..... \$213,080.71
4	01/25/2011	\$ 7,517.67		4. Work Completed (100%)..... \$213,080.71
5	02/8/2011	\$11,635.98		5. Stored Materials 0
6	02/22/2011	\$12,542.37		6. Subtotal (4+5)..... \$ 213,080.71
TOTALS				7. Retainage10%..... \$ (21,308.08)
NET CHANGE		\$36,471.71		8. Previous Payments..... \$ 179,437.26
				9. Amount Due (6-7-8)..... \$ 12,335.37

CONTRACT TIME

Original (days) 90
 Revised _____
 Remaining _____

On Schedule Yes
 No

Starting Date: October 14, 2010
 Projected Completion: January 14, 2011

CONTRACTOR'S CERTIFICATION:

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

Contractor Azevedo Construction

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

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

Architect or Engineer Eric Ausmus

By _____

Date: _____

APPROVED BY OWNER:

Owner Stephen J. Kimbrough, City Manager, City of Corning

By _____

Date March 23, 2011

To:
City of Corning
794 Third St.
Corning, CA 96021

From:
Don Azevedo Construction, Inc.
48 Bellarmine Ct. Suite 40
Chico, CA 95928

Project: 10-10
ROGERS THEATER IMPROVEMENT PROJECT
1217 SOLANO ST
CORNING, CA 96021

Application for Payment CAP702

Contract For:

Section A: Contract Amounts

A.1 Original Contract		\$	176,609.00
A.2 Changes by Change Orders			
Additions	Approved This Month	36,471.71	
	Approved Previously	0.00	
	Addition Total	36,471.71	
Deductions	Approved This Month	0.00	
	Approved Previously	0.00	
	Deductions Total	0.00	
	Total Changes to Date	\$	36,471.71
A.3 Total Contract		\$	213,080.71

Section B: Retainage

B.1 Completed Work	0.00 %		
	This Application	21,308.09	
B.2. Stored Materials	0.00 %		
	This Application	0.00	
B.3 Total Retainage		\$	21,308.09
	(B.1 + B.2)		

Section C: Billing Information

C.1 Total Contract Billed To Date	\$	213,080.71
C.2 Total Billed Minus Retainage	\$	191,772.62
	(C.1 less B.3)	
C.3 Previous Applications For Payment	\$	179,437.25
C.4 Payment Due This Application	\$	12,335.37
C.5 Contract Balance	\$	21,308.09
	(Including Retainage)	

This Application

Number: 8

Date: March 7, 2011

Billing Period: From: 2/04/2011 To: 3/07/2011

Contract Date: September 29, 2010

Architect's
Project No:

Distribution List:

- Owner
 Architect
 Contractor
 Construction Mgr
 Field
 Other

Contractor

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed and billed this Application.

(Authorizing Signature) 

Date: 3/07/2011

Don Azevedo Construction, Inc.

State Authorized: California

County of:

From:
 Don Azevedo Construction, Inc.
 48 Bellarmine Ct. Suite 40
 Chico, CA 95928

To:
 City of Corning
 794 Third St.
 Corning, CA 96021

Project:
 10-10
 ROGERS THEATER IMPROVEMENT PROJECT
 1217 SOLANO ST
 CORNING, CA 96021

Page 2 of 2 Pages
 Application No: 8
 Application Date: 3/07/2011
 Period To: 3/07/2011
 Contract Date: 9/29/2010
 Architects Project#:

Application for Payment - Continuation Sheet CAP703

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C - G)	J Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	20 Ton Carrier package	54,770.00	54,770.00	0.00	0.00	54,770.00	100	0.00	5,477.00
2	Carrier 7.5 ton Split System	19,260.00	19,260.00	0.00	0.00	19,260.00	100	0.00	1,926.00
3	Roof R & R & abatement	33,328.00	33,328.00	0.00	0.00	33,328.00	100	0.00	3,332.80
4	Ceiling Insulation	3,726.00	3,726.00	0.00	0.00	3,726.00	100	0.00	372.60
5	Electrical Upgrade	14,346.00	14,346.00	0.00	0.00	14,346.00	100	0.00	1,434.60
6	Structural Improvements	46,499.00	46,499.00	0.00	0.00	46,499.00	100	0.00	4,649.91
7	Asbestos removal in lobby	4,680.00	4,680.00	0.00	0.00	4,680.00	100	0.00	468.00
8	CO#: 1 Foundation Demo	2,475.69	2,475.69	0.00	0.00	2,475.69	100	0.00	247.57
9	CO#: 2 Gas Line	1,955.00	1,955.00	0.00	0.00	1,955.00	100	0.00	195.50
10	CO#: 3 HVAC	345.00	345.00	0.00	0.00	345.00	100	0.00	34.50
11	CO#:4 Parapet Wall & Dry Rot1	7,517.67	7,517.67	0.00	0.00	7,517.67	100	0.00	751.77
12	CO#: 5 Dry Rot & Sheet Metal	11,635.98	10,472.38	1,163.60	0.00	11,635.98	100	0.00	1,163.60
13	CO#: 6 PG & E	12,542.37	0.00	12,542.37	0.00	12,542.37	100	0.00	1,254.24
		213,080.71	199,374.74	13,705.97	0.00	213,080.71	100	0.00	21,308.09

**ITEM NO.: G-6
APPROVE AND ACCEPT THE NOTICE OF
COMPLETION FOR THE RODGERS
THEATER IMPROVEMENT PROJECT AND
AUTHORIZE RELEASE OF RETENTION IN
THE AMOUNT OF \$21,308.08 TO AZEVEDO
CONSTRUCTION**

MARCH 22, 2011

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

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
JOHN L. BREWER; AICP, DIRECTOR OF PUBLIC WORKS
TERRY HOOFARD, BUILDING OFFICIAL**



SUMMARY:

Staff normally recommends approval of a Notice of Completion (NoC) only after all work is complete. However, due to weather related delays, and because the next available Council meeting is three weeks distant, staff recommends the City Council approve the attached Notice of Completion, pending satisfactory completion of work and final inspection approval.

Staff also recommends the Council authorize release of the 10% Retention, 35 days after the filing of the NoC; also upon satisfactory completion of work and final inspection approval.

BACKGROUND:

We're happy to report the Rodger's Theater Improvement Project is quite near completion at this time. The new "cool roof" has been installed, the ceiling is now insulated, the conduit for the new electrical service is installed, and the Heating, Ventilation and Air Conditioning (HVAC) equipment has been installed. However, recent rainy weather has postponed the new electrical connection by Pacific Gas and Electric Company personnel. So, we're unable to test the operation of the HVAC equipment, "final" the building permit and close the project. This condition is not the fault of the contractor.

Upon electrical connection, satisfactory testing of the equipment, and any other unresolved details, staff can file the Notice of Completion (NoC). Filing of the Noc starts a 35 day "countdown" to the release of the 10% retention.

The next available Council; meeting is April 12th, three weeks from tonight's meeting. Delaying the NoC filing until then would postpone release of the retention until May 17th. Since the delay is not the fault of the contractor, staff recommends Council authorize staff to file the NoC upon satisfactory completion of work and final inspection approval, as determined by the Director of Public Works and the Building Official.

RELEASE OF RETENTION:

The retention payment of \$21,308.08 will be due 35-days following the filing of the Notice of Completion. Don Azevedo Construction has satisfactorily completed all aspects of the Original contract including Contract Change Order No. 1 through 6.

The contract for the 2010 Rodgers Theater Improvement Project was awarded to Azevedo Construction of Chico, CA at the September 28, 2010 Regular City Council Meeting.

RECOMMENDATION:

That the Mayor and City Council:

- **AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION FOR THE RODGERS THEATER IMPROVEMENT PROJECT UPON SATISFACTORY COMPLETION OF THE CONTRACTED WORK AND FINAL INSPECTION APPROVAL AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND THE BUILDING OFFICIAL, AND,**
- **AUTHORIZE RELEASE OF RETENTION IN THE AMOUNT OF \$21,308.08 TO AZEVEDO CONSTRUCTION, 35 DAYS AFTER THE FILING OF THE NOTICE OF COMPLETION.**

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 an owner of interest or estate in the hereafter described project, the nature of which interest is: Owner of the Rodgers Theater.
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 improvements of the Rodgers Theater Improvements. Consisting in general of: Installation of (2) new Heating Ventilation and Air Conditioning units and all related material. Also included reroofing and repair, insulation improvements and the installation of structural support framing and minor concrete and wood framing demolition and construction.
4. The work has been satisfactorily completed and is suitable to be put into use as of _____, and is therefore accepted for ownership and operation by: The Public Works Director and Building Official of the City of Corning, in accordance with the authority provided by the City Council of the City of Corning at a Regular Council Meeting, on March 22, 2011.
5. The name of the General Contractor was: Don Azevedo Construction, Inc. 48 Bellarmine Court, #40, Chico, CA 95928 under a contract dated: September 29, 2010.
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: Rodgers Theater, 1217 Solano Street, Corning, CA 96021.

Date: _____

Stephen J. Kimbrough
City Manager, City of Corning

ATTEST:

Lisa M. Linnet, City Clerk

PARTIAL PAYMENT ESTIMATE

2010 Rodgers Theater Improvement Project

Progress Payment Estimate No. 9 (Final)

Release of Retention

OWNER:

City of Corning

CONTRACTOR:

Azevedo Construction of Chico, CA

PERIOD OF ESTIMATE:

FROM: Mar 7, 2011 to Mar 18, 2011

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Approval Date	Amount		
		Additions	Deductions	
1	10/28/2010	\$2,475.69		1. Original Contract..... \$176,609.00
2	11/23/2010	\$1,955.00		2. Change Orders..... \$ 36,471.71
3	12/14/2010	\$ 345.00		3. Revised Contract (1+2)..... \$213,080.71
4	01/25/2011	\$ 7,517.67		4. Work Completed (100%)..... \$213,080.71
5	02/8/2011	\$11,635.98		5. Stored Materials 0
6	02/22/2011	\$12,542.37		6. Subtotal (4+5)..... \$ 213,080.71
TOTALS				7. Retainage10%..... \$
NET CHANGE		\$36,471.71		8. Previous Payments..... \$ 191,772.63
				9. Amount Due (6-7-8)..... \$ 21,308.08

CONTRACT TIME

Original (days) <u>90</u>	On Schedule Yes No	Starting Date: October 14, 2010 Projected Completion: January 14, 2011
Revised _____		
Remaining _____		

CONTRACTOR'S CERTIFICATION:

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

Contractor Azevedo Construction

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

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

Architect or Engineer Eric Ausmus

By _____

Date: _____

APPROVED BY OWNER:

Owner Stephen J. Kimbrough, City Manager, City of Corning

By _____

Date March 23, 2011

To:
City of Corning
794 Third St.
Corning, CA 96021

From:
Don Azevedo Construction, Inc.
48 Bellarmine Ct. Suite 40
Chico, CA 95928

Project: 10-10
ROGERS THEATER IMPROVEMENT PROJECT
1217 SOLANO ST
CORNING, CA 96021

Application for Payment CAP702

Contract For:

Section A: Contract Amounts

A.1 Original Contract		\$	176,609.00
A.2 Changes by Change Orders			
Additions	Approved This Month	36,471.71	
	Approved Previously	0.00	
	Addition Total	36,471.71	
Deductions	Approved This Month	0.00	
	Approved Previously	0.00	
	Deductions Total	0.00	
	Total Changes to Date	\$	36,471.71
A.3 Total Contract		\$	213,080.71

Section B: Retainage

B.1 Completed Work	0.00 %		
	This Application	0.00	
B.2. Stored Materials	0.00 %		
	This Application	0.00	
B.3 Total Retainage		\$	0.00
	(B.1 + B.2)		

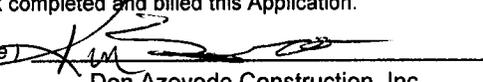
Section C: Billing Information

C.1 Total Contract Billed To Date	\$	213,080.71
C.2 Total Billed Minus Retainage	\$	213,080.71
	(C.1 less B.3)	
C.3 Previous Applications For Payment	\$	191,772.62
C.4 Payment Due This Application	\$	21,308.09
C.5 Contract Balance	\$	0.00
	(Including Retainage)	

Number: 9	This Application	Distribution List:
Date: March 8, 2011		<input type="checkbox"/> Owner
Billing Period: From: 2/04/2011 To: 3/08/2011		<input type="checkbox"/> Architect
Contract Date: September 29, 2010		<input type="checkbox"/> Contractor
Architect's Project No:		<input type="checkbox"/> Construction Mgr
		<input type="checkbox"/> Field
		<input type="checkbox"/> Other

Contractor

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed and billed this Application.

(Authorizing Signature) 

Date: 3/08/2011

Don Azevedo Construction, Inc.

State Authorized: California

County of:

Retention Billing

From:
 Don Azevedo Construction, Inc.
 48 Bellarmine Ct. Suite 40
 Chico, CA 95928

To:
 City of Corning
 794 Third St.
 Corning, CA 96021

Project:
 10-10
 ROGERS THEATER IMPROVEMENT PROJECT
 1217 SOLANO ST
 CORNING, CA 96021

Page 2 of 2 Pages
 Application No: 9
 Application Date: 3/08/2011
 Period To: 3/08/2011
 Contract Date: 9/29/2010
 Architects Project#:

Application for Payment - Continuation Sheet CAP703

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	20 Ton Carrier package	54,770.00	54,770.00	0.00	0.00	54,770.00	100	0.00	0.00
2	Carrier 7.5 ton Split System	19,260.00	19,260.00	0.00	0.00	19,260.00	100	0.00	0.00
3	Roof R & R & abatement	33,328.00	33,328.00	0.00	0.00	33,328.00	100	0.00	0.00
4	Ceiling Insulation	3,726.00	3,726.00	0.00	0.00	3,726.00	100	0.00	0.00
5	Electrical Upgrade	14,346.00	14,346.00	0.00	0.00	14,346.00	100	0.00	0.00
6	Structural Improvements	46,499.00	46,499.00	0.00	0.00	46,499.00	100	0.00	0.00
7	Asbestos removal in lobby	4,680.00	4,680.00	0.00	0.00	4,680.00	100	0.00	0.00
8	CO#: 1 Foundation Demo	2,475.69	2,475.69	0.00	0.00	2,475.69	100	0.00	0.00
9	CO#: 2 Gas Line	1,955.00	1,955.00	0.00	0.00	1,955.00	100	0.00	0.00
10	CO#: 3 HVAC	345.00	345.00	0.00	0.00	345.00	100	0.00	0.00
11	CO#:4 Parapet Wall & Dry Rot1	7,517.67	7,517.67	0.00	0.00	7,517.67	100	0.00	0.00
12	CO#: 5 Dry Rot & Sheet Metal	11,635.98	11,635.98	0.00	0.00	11,635.98	100	0.00	0.00
13	CO#: 6 PG & E	12,542.37	12,542.37	0.00	0.00	12,542.37	100	0.00	0.00
		213,080.71	213,080.71	0.00	0.00	213,080.71	100	0.00	0.00

ITEM NO.: J-7
NEW STREET NAME SIGN
PROGRAM – APPROVE FEE AND
ESTABLISH REVOLVING FUND

MARCH 22, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR



BACKGROUND:

The City Council at its meeting on February 8, 2011 approved the new standard for street name signs in Corning. City Staff plans to install the new signs as the existing signs need replacement.

City Council discussed the opportunity for local residents to voluntarily pay for the installation of the new signs rather than wait for future replacement of their existing street name sign.

At the time, Staff provided an average cost of each sign, dependent upon the number of letters in the street name. Council then approved the program and authorized the receipt of funds from residents who wished to immediately take advantage of the new street name sign standard for their streets.

To carryout Council direction, the Staff needs to set a fixed amount to be charged for each of the two-sided signs. The cost of the two-sided signs will be \$60 each, so replacing a standard sign will cost \$120.

City Councilor Toni Parkins has already ordered the first sign for the intersection of El Verano Avenue and East Solano Street.

The City will also need to establish a revolving fund to segregate the monies received from citizens that will be used to pay for the signs. The cost of installation of the signs is being absorbed in the Public Works Department as a part of routine maintenance.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE THE ESTABLISHMENT OF THE STREET NAME SIGN REVOLVING FUND, AND APPROPRIATE \$2,000 TO STREET DEPARTMENT 3000, ACCOUNT 7364 SIGN REPLACEMENT.

**ITEM NO. J-8
APPROVE A PROFESSIONAL SERVICES
AGREEMENT FOR ON-CALL PLANNING
SERVICES AND ENVIRONMENTAL
DOCUMENT PREPARATION.**

MARCH 22, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUMMARY:

Staff is recommending Diaz Associates, a land use and environmental planning firm from Redding as the consultant to assist the City on an on-call basis. Eihnard Diaz the principal planner for Diaz Associates has been working as a professional planner in the north state since 1981 and has extensive professional planning experience in both the public and private sector.

Diaz Associates has performed Planning and Environmental consulting services for the City preparing the 2009-2014 Housing Element, including the Mitigated Negative Declaration, and the Mitigated Negative Declaration prepared for the Corning Community Park. Mr. Diaz has always been very responsive to the needs of the City and staff feels confident in his firm's ability to assist the City with projects that require extensive environmental analysis, planning studies, and compliance with the State and Federal permitting process.

BACKGROUND:

Staff prepared, distributed and advertised a Request for Proposals (RFP) for professional services to assist the City with Planning and Environmental Document Preparation Services on an on-call basis. If approved by the Council the services will include but are not limited to: CEQA and NEPA document preparation, including associated studies; specialized planning studies such as general plan and zoning preparations; mapping associated with services provided; and, other services as determined by the City Manager, Planning Director or the Public Works Director.

The selected firm will be involved in obtaining the necessary permits, from various state and federal agencies, for construction of the Corning Community Park and updating the NEPA document previously prepared for widening Blackburn Avenue from the existing improvements constructed for the Salado Orchards Apartments, west to the Edith Avenue intersection.

The RFP's followed federal requirements for the procurement of professional services for projects that are funded with federal funds like Community Development Block Grant projects. The standards and procedures for procurement are intended to ensure that supplies, equipment, construction, and other services acquired in whole or part with federal funds are:

- Obtained as efficiently and economically as possible: and,
- Procured in a manner that provides, to the maximum extent practical, open and free competition.

The procurement requirements also require that awards be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the grantee, (City) price and other factors considered. The grantee must ensure that the award is made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Ten RFP's, firms located from Redding, CA to Ripon, CA, were submitted and evaluated by the City Manager, Public Works Director, and Planning Director pursuant to a scoring system that evaluated:

- How the firm addressed the Scope of Services:
- The firms experience and technical competence in preparation of environmental documents:
- The qualifications of key personnel assigned to projects as requested by the City:
- The location, availability and accessibility of the firm to City staff:
- The overall costs of providing services.

RECOMMENDATION:
MAYOR AND COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH DIAZ ASSOCIATES TO PROVIDE ON-CALL PLANNING SERVICES AND ENVIRONMENTAL DOCUMENT PREPARATION.

ATTACHMENT

Copy of Professional Services Agreement with Diaz Associates.

CITY OF CORNING - PROFESSIONAL SERVICES AGREEMENT WITH

DIAZ ASSOCIATES, Planning Consultant

4277 Pasatiempo Ct., Redding, CA 96002

Phone: (530) 224-0811

E-mail: ediaz@diazplanning.com

for

CITY OF CORNING ON-CALL ENVIRONMENTAL & PLANNING SERVICES

THIS AGREEMENT (Agreement), made and entered into this 22nd day of March 2011, is by and between the CITY OF CORNING, a California municipal corporation, hereinafter referred to as City, and DIAZ ASSOCIATES, hereinafter referred to as Consultant.

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

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SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE	3
SECTION 4- COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	4
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SECTION 7 - INDEMNIFICATION	5
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SECTION 2 - DESCRIPTION OF SERVICES

City desires to engage Consultant to provide on-call professional environmental and associated planning services to assist the City as requested. The professional services shall be defined, scheduled and authorized using Service Authorization in the form of letters, memorandums, or e-mail. Services may include, but are not limited to: CEQA and NEPA document preparation including associated studies; specialized planning studies such as general plan and zoning preparations; mapping associated with services provided; and, other services as determined by the City Manager, Planning Director and/or Public Works Director.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services as identified in Section 2 and shall complete said services in accordance with the completion schedule to be determined under the Service Authorization.

SECTION 4 - COMPENSATION

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner, time and in accordance with the payment schedule as set forth in EXHIBIT A entitled **COMPENSATION; PAYMENT OF FEES**. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. All such invoices shall be in full accord with

any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with EXHIBIT A, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. Consultant represents and warrants to City that he has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession at the time the services are performed.

SECTION 6 - RESPONSIBILITY OF CITY

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

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

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

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

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

SECTION 7 - INDEMNIFICATION

Consultant shall indemnify and hold City, its officers, employees, agents, boards and commissions, and members thereof, harmless of and free from any and all liability to the extent

caused by any negligent act or omission of Consultant or Consultant's employees or agents in rendering the services required by this Agreement.

SECTION 8 - INSURANCE

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

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

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

9.2 Assignment

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

9.3 Changes to Scope of Work - Basic Services

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

9.4 Compliance with Laws, Rules, Regulations

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

9.5 Conflict of Interest

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

9.6 Exhibits Incorporated

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

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Corning and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this

Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Standard of Performance

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

10.9 Integration

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

9.10 Jurisdiction and Venue

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

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

9.11 Ownership of Documents

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

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

9.12 Subcontracts

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

9.13 Term; Termination

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

9.14 Notices

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

- a. To City: **Stephen J. Kimbrough, City Manager**
City of Corning
794 3rd Street
Corning, CA 96021
- b. To Consultant: **Eihnard F. Diaz, AICP**
Diaz Associates
4277 Pasatiempo Ct.
Redding, California 96002

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

9.15 Attorneys Fees and Costs

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

9.16 Non-Discrimination

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

9.17 Amendments

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

9.18 Counterparts

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

9.19 Severability

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

SECTION 10 - ATTACHMENT OF EXHIBITS

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

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

City of Corning

Diaz Associates

Stephen J. Kimbrough
City Manager

Eihnard F. Diaz
Consultant

Date: _____

Date: _____

APPROVED AS TO FORM.

Michael C. Fitzpatrick
City Attorney

10.1 EXHIBIT A - FEE SCHEDULE

Consultant will provide professional services based on an hourly rate of \$120.00 (One Hundred and Twenty Dollars) per hour for Eihnard Diaz as Principal Planner, \$90.00 (Ninety Dollars) per hour for the GIS Specialist, and \$70.00 (Seventy Dollars) for the Administrative Assistant. These rates will be applicable through December 31, 2011 and will be subject to adjustment upward by no more than 10 (ten) percent.

Printing of more than five documents exceeding ten pages in length associated with services performed will be a cost borne by the City.

Public meetings, workshops, or hearings will be on a time and materials basis, subject to a two (2) hour minimum.

Mileage will be based on a rate of 0.50 (fifty) cents per mile.

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

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

John Stoufer, Planning Director

City of Corning

794 3rd Street

Corning, CA 96021

10.2 - EXHIBIT B - INSURANCE REQUIREMENTS

Contractor shall obtain and maintain continuously comprehensive general liability

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

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

**ITEM NO.: J-9
ADOPT RESOLUTION NO: 03-22-2011-01
AUTHORIZE CITY STAFF TO SUBMIT A
GRANT TO CALTRANS FOR "THE MID-
TOWN SOLANO STREET MASTER PLAN"
MARCH 22, 2010**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER**

SUMMARY:

The City has the opportunity to complete a Master Plan of Solano Street all the way to the Freeway using the services of Roger Klemm AIA, the City's Preservation Architect. Mr. Klemm previously completed the Plan for the old Downtown that has been adopted by the City Council in the form of the "Downtown Façade Master Plan" and the "Streetscape Master Plan" which was turned into a downtown improvement project by Public Works and the City Engineer.

The City of Corning is seeking funding through the 2011-2012 CalTrans Community-Based Transportation Planning Grant Program. The Grant would provide \$73,350 and the City would match that with \$6,500 from the Traffic Mitigation Fund 116. The application is due by the end of March; however the approval and authorization to begin work will not come for a year allowing time for Staff to complete projects now underway. The full Application is available for review in the City Clerk's Office.

BACKGROUND:

City Council will recall the successful Downtown Façade Program in the late 1990's that was developed jointly by the City, our Volunteer "Hometown Revitalization" organization and Roger Klemm AIA. Several buildings were improved until the State of California adopted new and more stringent prevailing wage laws that would have forced building owners to do the improvements under much more expensive prevailing wage.

City Council also adopted the Downtown Streetscape Master Plan at that time. This project for the first two blocks of a four block length of Solano Street has been turned into a Public Works Project ready to bid when the California Transportation Commission has funding available to place it in the State Transportation Improvement Plan, STIP.

One of the conclusions of the participants in the planning effort was the future need to carry a design theme from the end of the old Downtown at West Street all the way to the Freeway in order to create a visual connection between the Travelers exiting the Freeway and Downtown. The City now has the opportunity to obtain funding through the Statewide Grant program.

THE PROJECT:

The project would develop a Master Plan for the mid-section of Solano Street (former US Highway "Historic 99") extending from the downtown commercial core to the Interstate 5 Interchange. This Plan would establish a context sensitive Streetscape Master Plan and Commercial Property Design Guidelines with the goal of creating traffic calming and a more viable commercial zone.

FINANCIAL:

The Grant amount sought is \$73,350 with a \$6,500 cash match proposed to be funded from Traffic Mitigation Fund 116 (Solano Street is a "backbone" street included in Traffic Mitigation) and \$1,600 in "in-kind" City Staff support. Funds will not be required until next year.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION NUMBER 03-22-2011-01, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A CALIFORNIA DEPARTMENT OF TRANSPORTATION COMMUNITY-BASED TRANSPORTATION PLANNING GRANT FOR THE PREPARATION OF A SOLANO STREET "STREETScape MASTER PLAN" AND "COMMERCIAL PROPERTIES DESIGN GUIDELINES".

RESOLUTION NO.: 03-22-2011-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A CALIFORNIA
DEPARTMENT OF TRANSPORTATION COMMUNITY-BASED TRANSPORTATION
PLANNING GRANT FOR THE PREPARATION OF A SOLANO STREET
STREETScape MASTER PLAN AND COMMERCIAL PROPERTIES DESIGN
GUIDELINES**

WHEREAS, the California Department of Transportation (Caltrans) is accepting applications for Transportation Planning Grants for Fiscal Year 2011-12; and

WHEREAS, the City of Corning is seeking funding through the Caltrans Community-Based Transportation Planning Grant Program to fund the preparation of a Streetscape Master Plan and Commercial Property Design Guidelines for the portion of Solano Street between the downtown core and the Highway 5 Interchange; and

WHEREAS, Solano Street (State Route Historic 99) is a key east-west arterial roadway that connects the Central Business District with Interstate 5, and the preparation of a mid-town Solano Street Streetscape Master Plan and Commercial Property Design Guidelines will provide a comprehensive approach to improving safety, traffic mobility, enhance community identity and strengthen commercial activity; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Corning, that the City Manager or his representative is authorized to submit a Community-Based Transportation Planning Grant Application to the California Department of Transportation for the preparation of a Streetscape Master Plan and Commercial Property Design Guidelines for mid-town Solano Street; and

BE IT FURTHER RESOLVED, that the City of Corning is committed to providing a 10 percent local match of non-federal funds, consisting of a 7 ½ percent cash match from the City General Funds and 2 ½ percent in-kind local match of City Staff support; and that the City Manager is authorized to execute all documents, including contract, subcontracts, agreements, extensions, renewals and/or amendments required by Caltrans, which may be necessary to carry out and administer all obligations, responsibilities and duties under the grant.

PASSED AND ADOPTED by the City Council of the City of Corning on this 22nd day of March 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk