



**CITY OF CORNING  
CITY COUNCIL AGENDA  
TUESDAY, OCTOBER 28, 2014  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

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

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

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

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

**D. INVOCATION: Led by City Council Member Tony Cardenas.**

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

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

- 1. Proclamation – October 23-31, 2014 as Red Ribbon Week in the City of Corning.** Present to accept the Proclamation will be Young Marine Private L. Orduno, Young Marine Private A. Orduno and Young Marine Private Cloud all members of the Tehama County Young Marines.
- 2. Proclamation – Veterans Day, November 11, 2014.** Present to accept the Proclamation will be John Leach, VFW Post 4218.

**F. BUSINESS FROM THE FLOOR:**

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

- 3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 4. Waive the reading and approve the Minutes of the October 14 2014 City Council Meeting with any necessary corrections:**
- 5. October 22, 2014 Claim Warrant - \$395,379.03.**

6. October 22, 2014 Business License Report.

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

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

7. Approve Partial Payment Estimate No. 1 in the amount of \$253,248.11 to Abel Construction for the 2014 Street Paving Project.
8. Request waiver of Recreational Use Fees for the January 24, 2015 Corning Westside American Legion Baseball Tournament.
9. Request Council authorization for purchase of one Pickleball equipment set and to install game markings on one tennis court at Northside Park to accommodate playing of Pickleball.
10. Presentation regarding Solar Power Purchase Agreements (PPA's) in general and potential PPA at the Corning Wastewater Treatment Plant (WWTP).
11. Approve Contract Change Order No. 4 for the Corning Community Park Phase 2 Project in the amount of 7,173.67 increasing the total project cost to \$1,076,905.85.
12. Authorize the City of Corning to enter into Tehama Justice Initiative Operational Agreement with the Tehama County Sheriff's Department and for the City Manager to sign said Agreement.
13. Approve Engineering Services Contract with Echelon Transportation Group for the preparation of a Bike and Pedestrian Transportation Improvement Plan.
14. Agreement with the County of Tehama for installation of ADA Automatic Door Opener for access to City's Council Chambers.

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

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

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

Dickison:

Linnet:

Cardenas:

Smith:

Strack:

**N. ADJOURNMENT!:**

**POSTED: FRIDAY, OCTOBER 24, 2014**

**PROCLAMATION  
RED RIBBON WEEK  
OCTOBER 23-31, 2014**

**WHEREAS**, Cities across California have been plagued by the numerous problems associated with alcohol, tobacco and other drug use; and

**WHEREAS**, the Red Ribbon Week theme adopted by Tehama County; "Love Yourself. Be Drug Free" highlights the hope that lies in the hard work and determination of our communities to create a drug free environment; and

**WHEREAS**, local leaders in government and the community realize the support of people in the neighborhoods is the most effective tool to reduce the use of alcohol, tobacco, and other drugs by our citizens; and

**WHEREAS**, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

**WHEREAS**, the red ribbon was chosen as a symbol commemorating the work of Drug Enforcement Administration Agent Enrique "Kiki" Camarena, murdered in the line of duty. He has come to represent the belief that one person **CAN** make a difference.

**WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

**WHEREAS**, in 2012, the Secretary of State Fulcrum Shield Award was awarded to the National Young Marines Program by the Department of Defense for their active participation and support in spreading the anti-drug message throughout their communities; and

**WHEREAS**, October 23-31, 2014 has been designated Red Ribbon Week calling on all Tehama County residents to show their support for a drug-free community by wearing a red ribbon and participating in drug-free activities during that week;

**NOW, THEREFORE BE IT RESOLVED**, that I, Gary R. Strack, as Mayor of the City of Corning, **DO HEREBY PROCLAIM OCTOBER 23-31, 2014 AS "RED RIBBON WEEK"** and encourage all citizens to participate in alcohol, tobacco and other drug prevention programs and activities, making a visible statement that we are strongly committed to a drug-free community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 28<sup>th</sup> day of October 2014.

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

# PROCLAMATION VETERANS DAY November 11, 2014

**WHEREAS**, Veteran's Day has its origins in the armistice which brought World War I to a conclusion at 11 a.m. on November 11, 1918; and

**WHEREAS**, the Allied victory in World War I affirmed the strength of great nations acting together for high purposes; and

**WHEREAS**, the people of the United States caused through their elected representatives the designation of November 11<sup>th</sup> as a federal legal holiday, which in 1954 became officially known thereafter as Veterans Day; and

**WHEREAS**, Veterans Day continues to be celebrated and commemorated with solemn observances in honor of all Americans who have served their Country in times of war and conflict; and

**WHEREAS**, the courage, honor, sacrifice, and dedication which Veterans of the United States armed forces have displayed in the cause of justice, freedom, and democracy are most worthy of recognition.



**NOW, THEREFORE I, Gary R. Strack, as Mayor of the City of Corning, do hereby encourage all citizens to commend our America's Veterans and observe with solemn pride November 11, 2014 as Veterans Day. Please help honor these brave men and women, past and present, by attending the Veterans Day parade on Tuesday, November 11, 2014 at 10:30 a.m. which will begin on Solano Street at Third Street and end at the Veterans Memorial Hall at Houghton Avenue.**

**IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 28<sup>th</sup> day of October 2014.**

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, OCTOBER 14, 2014  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

All members of the City Council were present except Councilor Linnet (still on a fire).

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

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

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

**1. Proclamation: October 18 – 25, 2014 as Western Open Fiddle Week in the City of Corning.** Tex Ash and three members of the Loosely Strung Band were present to perform and accept the Proclamation.

**F. BUSINESS FROM THE FLOOR: None.**

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

**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 September 23, 2014 City Council Closed Session and Regular Meeting with any necessary corrections.**

**4. October 8, 2014 Claim Warrant - \$460,474.30.**

**5. October 8, 2014 Business License Report.**

**6. September 2014 Wages and Salaries: \$370,583.41.**

**7. September 2014 Treasurer's Report.**

**8. September 2014 Building Permit Valuation Report: \$300,811.**

**9. Accept the September 2014 City of Corning Wastewater Operation Summary Report.**

**10. Approve Ordinance 656 and associated Ordinance Summary, an Ordinance modifying the existing weed abatement procedures outlined in the Corning Municipal Code. (Second Reading & Adoption)**

**11. Recommend the appointment of Evan White to the Corning Recreation Commission.**

Councilor Dickison moved to approve Consent Agenda Items 2-11; Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Opposed/Abstain: None.** Motion was approved by a 4-0 vote with Linnet absent.

**H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**

**I. PUBLIC HEARINGS AND MEETINGS:**

**12. Approve Resolution No. 10-14-2014-01; a Resolution authorizing supplemental activity; reuse of Community Development Block Grant (CDBG) Program Income Funds for street rehabilitation; 2015 Street Paving and Reconstruction Project.**

City Manager John Brewer explained that the Federal Government yearly doles out a certain amount of grant monies to each of the States and the States decide how the money is to be expended in support of Housing Rehabilitation. Recently, the State Agency controlling these funds changed the regulations regarding how the funds can be spent based upon a Federal determination that Cities and Counties in California are amassing too much money in funds called Program Income. Program Income consists of grant funds the City has received and then loaned out to homeowners for housing rehabilitation. When these loans are repaid, the money goes back into the Program Income fund and is re-loaned again; the City has done this for years. The City currently has about \$460,000 in Program Income Funds.

The Federal Government has now informed California's Housing & Community Development (H & CD), the State Agency administering these funds, that California Cities and Counties must expend their current "Program Income" funds before they will fund any additional grant activity. Mr. Brewer explained that per H & CD, an eligible way to expend these funds is through street improvements, i.e. rehabilitation or repaving. Therefore Staff is requesting the proposed Resolution authorizing the supplemental activity and reuse of the CDBG Program Income funds for the 2015 Street Paving & Reconstruction Project (street rehabilitation) of possibly 4 segments of Solano Street and Toomes Avenue at the South Avenue intersection if we have enough money.

The City has about \$460,000 in Program Income funds however the Engineer's estimate for the listed street improvements is \$591,400, a difference of \$131,400. Staff has determined it is in the best interest of the City at this time to define all of the projects listed and complete the environmental effects and scale back the projects later if necessary.

Currently the City has one active CDBG Grant in the amount of \$100,000 to update the City's General Plan, however H & CD now requires us to expend our Program Income funds prior to paying us any reimbursement for the General Plan work. This proposal, if approved, will amend the active grant and add this supplemental activity for street improvements.

Mayor Strack opened the Public Hearing for comments at 7:55 p.m.

Barbara O'Keeffe, Tehama County Deputy Director of Transportation for the Transportation and Transit Agency stated that transportation monies have been on a decline and expenses increasing at this time. She stated that and the change allowing the expenditure of the Program Income funds for the proposed Street Improvements is a "landslide win" and a great benefit to the City. Having the opportunity to utilize these funds at this time will decrease future costs.

Mayor Strack closed the Public Hearing at 7:52 p.m.

Councilor Cardenas moved to adopt Resolution No. 10-14-2014-01 and direct Staff to submit a CDBG Supplemental Activity Request regarding Contract No. 12-CDBG-8379 to repave and/or reconstruct the City Street segments shown on the attached drawing titled "2015 Street Paving & Reconstruction Project" to H & CD, and upon approval:

- Complete the NEPA process and otherwise comply with the General Conditions; and
- Prepare the final plans and specifications and solicit Bids for completion of the "2015 Street Paving & Reconstruction Project".

Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

**J. REGULAR AGENDA:**

- 13. Approve Contract Change Order No. 3 for the Corning Community Park Phase 2 Project in the amount of \$17,925.41 increasing the total project cost to \$1,069,732.18, and approve Partial Pay Estimate No. 3 for this project in the amount of \$311,283.23.**

Public Works Director Patrick Walker explained that the proposed change order covers approximately seven items: Rebar, irrigation, creating mounds from excess soil (3, 4, & 5), addition of base rock for playground to make ADA accessible (6), and addition of electrical transformer (7) for this project. Mayor Strack confirmed that we were still within budget for this project.

Councilor Dickison moved to approve Contract Change Order No. 3 increasing the Corning Community Park Project Phase 2 by \$17,925.41 for a total project cost of \$1,069,732.18; approve Partial Payment No. 3 in the amount of \$311,283.23; retain the 5% contract retention of \$15,564.16; and issue payment in the amount of \$295,719.07 to Trent Construction for the Corning Community Park Project, Phase 2. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

**14. Approve Contract Change Order No. 1 increasing the 2014 Asphalt Paving Overlay Project by \$32,991.28 for a total project cost of \$253,548.11.**

Public Works Director Patrick Walker explained that the additional funds are necessary to pay for the additional Striping on South Avenue which is much needed. He said that Jason Abel (Jason Abel Construction) has allowed us to add this additional striping to his contract. Mayor Strack confirmed that funds for this additional striping had been budgeted.

Councilor Smith moved to approve Contract Change Order No. 1 increasing the 2014 Asphalt Paving Overlay Project by \$32,991.28 for a total project cost of \$253,548.11, and direct Staff to utilize Budget Line Item 114-9220-3000 to pay for the additional work. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

**15. Adopt Resolution 10-14-2014-02 accepting the 2014 California Citizen's Options for Public Safety Grant (COPS).**

Mayor Strack pointed out the typing error on the Resolution No. listed on the Agenda (listed 10-14-2014-01 which has been corrected to read 10-14-2014-02). Police Chief Atkins explained that this pays for most of the salary of one Officer.

Councilor Cardenas moved to adopt Resolution No. 10-14-2014-02 accepting the funds offered through the Citizen's Options for Public Safety Grant and approve the use of these monies to fund a Police Officer position in the Police Department. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

**16. Approve Plans for the Solano Streetscape Improvement Plans and the Traffic and Bicycle Lane Plan and authorize submittal of plans to the Division of the State Architect (DSA) and the California Transportation Commission (CTC) for approval and/or funding.**

City Manager John Brewer briefed the Council on the proposed Streetscape Project that will encompass a four block stretch of Solano Street from Third Street through the West Street intersection and include:

- A reconfiguration of Solano Street traffic lanes from the current four lanes to three, one lane in each direction and a median turn lane as was installed on the east side of the railroad tracks;
- Two bike lanes as well as curb side parking;
- Decorative pavers, pedestrian bulb-outs & crosswalks, new sidewalks, street trees, irrigation & grates, street furniture (benches) and street lighting.

Mr. Brewer stated there is 2.195 million programmed in the State Transportation Improvement Program (STIP) for fiscal year 2014-2015. The Environmental Review (NEPA & CEQA) has been completed, now the project plans and accompanying forms must be presented to the DSA and then to CTC. He further explained that tonight's action is needed for the CTC to allocate construction funding after the first of the year in order for the project to be advertised in the spring for summer construction.

Mr. Brewer further stated that Staff's belief that the proposed lane configuration and bike lanes will increase safety for bicyclists and pedestrians by reducing the potential for "double jeopardy" accidents (when traffic in the near lane stops and the pedestrian crosses but vehicles in the inside lane do not stop because they are unable to see pedestrians and/or bicyclists).

He further explained that by restriping Solano Street in that manner, the Project is eligible to leverage \$500,000 through the Congestion Mitigation and Air Quality (CMAQ) Program. This doesn't add \$500,000 to this project, but it would "supplant" \$500,000 of STIP funds that will then be available for other regional agencies (County, Red Bluff, Tehama or even Corning) to program on a project demonstrating our commitment as a good regional partner.

Ed Anderson stated his suggestions regarding striping and paving. He stated that one big criteria is traffic and pedestrian control during construction, it is vital that there is access in and out of the existing businesses during construction. He further stated that we plan to hold a public meeting, with the Contractor and Staff present along with local business owners to explain how this will be accomplished. He further explained that the plans when sent to the State will be 99 and 9 tenths% complete and includes everything. Mr. Anderson then explained the timeline for the various steps prior to start of actual construction.

Mayor Strack stated that the Museum has one original streetlight that he would like to see added to the plan and installed in front of the Museum. Mr. Anderson stated that the plan is to keep the existing streetlight and paint them black which will save the City considerably. He did say that they plan to add a few new decorative pedestrian lamps; however he doesn't see a problem with installing the additional light in front of the Museum.

County Deputy Director of Public Works Barbara O'Keefe emphasized that our timing couldn't be better as far as using both of the funding sources and is consistent with the adopted Tehama County Bikeways Plan and the Tehama County Regional Transportation Plan. It is consistent with the adopted 2008 State Statute Complete Streets and the Active Transportation Program. Corning is ahead of the pack in regards to all of Tehama County. Ed has done an excellent job.

Mayor Strack asked the Police Chief and Fire Chief if they had any concerns. Fire Chief Martin Spannaus stated time will tell, he stated that he was not firmly convinced that access will be improved. The construction aspect might be a big issue.

Councilor Dickison moved to approve the Solano Streetscape Plans and direct Staff to submit them for approval by the Division of the State Architect (DSA); and upon approval by the DSA, submit the plans for approval & funding to the California Transportation Commission (CTC). Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Cardenas and Smith. Absent: Linnet. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Linnet absent.**

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

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

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

**Dickison:** Reported on last week's LAFCO meeting announcing they will be having meetings every month in the future and explaining that they will be checking on every District within the County. She also reported on the Tehama County Heritage and Historical Records Meeting and will be attending the Community Action Meeting this Thursday.

**Linnet:** Absent. Mayor Strack stated that he is away on a fire still.

**Cardenas:** Reported on the work done at the Theater last Saturday announcing if anyone wants to help out please contact him, there is still plenty of work to do.

**Smith:** Reported on the Senior Center meeting, it went well. She also reported on the 2014 Champion Masters National Hunt Test Dog Event held at Rolling Hills Casino stating that they had over 2,000 one day and many stated that they were impressed with the City. Mayor Strack stated that the event continues through this weekend.

**Strack:** Thanked Officer Ferguson for his assistance today during the Woodson School class tours of the Museum and Police Department.

City Engineer Ed Anderson informed the Council that Staff is working on the traffic problems in the area around Second Street. He stated Staff is now collecting traffic surveys; they have met with Bell Carter, and are keeping Mr. Orduno informed of the actions being taken.

**N. ADJOURNMENT!: 8:43 p.m.**

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING ASSISTANT

**DATE:** October 22, 2014

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, October 28, 2014 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

|    |                       |                 |                             |
|----|-----------------------|-----------------|-----------------------------|
| A. | Cash Disbursements    | Ending 10-17-14 | \$ 313,431.08               |
| B. | Payroll Disbursements | Ending 10-14-14 | \$ 37,590.08                |
| C. | Cash Disbursements    | Ending 10-21-14 | \$ 2,489.69                 |
| D. | Cash Disbursements    | Ending 10-22-14 | \$ 41,868.18                |
|    | <b>GRAND TOTAL</b>    |                 | <b><u>\$ 395,379.03</u></b> |

REPORT.: Oct 17 14 Friday  
 RUN....: Oct 17 14 Time: 10:11  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 10-14 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               |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|-----------|---------------------------|
| 019255       | 10/14/14   | TRE00         | TRENT CONSTRUCTION INC.   | 295719.07    | .00             | 295719.07  | 14-1014   | PROP 84-PHASE 2-CONSTR-   |
| 019256       | 10/15/14   | 3CO00         | 3CORE, INC.               | 38.50        | .00             | 38.50      | 2014/10-1 | THEATRE FLOORING-RODGERS  |
| 019257       | 10/15/14   | ACC00         | ACCESS INFORMATION MANAGE | 114.32       | .00             | 114.32     | 0775281   | EQUIP MAINT-GEN CITY      |
| 019258       | 10/15/14   | AIR00         | AIRGAS USA, LLC           | 62.55        | .00             | 62.55      | 992183499 | MAT & SUPPLIES-FIRE       |
| 019259       | 10/15/14   | ARA02         | ARAMARK UNIFORM SERVICES  | 64.42        | .00             | 64.42      | 3246667   | MAT & SUPPLIES-BLD MAINT  |
|              |            |               |                           | 68.37        | .00             | 68.37      | 3261075   | MAT & SUPPLIES-BLD MAINT  |
|              |            |               |                           | 64.42        | .00             | 64.42      | 3275558   | MAT & SUPPLIES-BLD MAINT  |
|              |            |               |                           | 64.42        | .00             | 64.42      | 3289784   | MAT & SUPPLIES-BLD MAINT  |
|              |            |               |                           | 64.42        | .00             | 64.42      | 3304257   | MAT & SUPPLIES-BLD MAINT  |
|              |            |               |                           | 64.42        | .00             | 64.42      | 3318730   | MAT & SUPPLIES-BLD MAINT  |
|              |            |               | Check Total.....          | 390.47       | .00             | 390.47     |           |                           |
| 019260       | 10/15/14   | BIC01         | BICKLEY'S AIR CONDITIONIN | 437.00       | .00             | 437.00     | 0027614   | BLD MAINT-FIRE            |
| 019261       | 10/15/14   | CAR12         | CARREL'S OFFICE MACHINES  | 4.20         | .00             | 4.20       | 129154    | MAT & SUPPLIES-LIBRARY    |
| 019262       | 10/15/14   | DEP12         | DEPT OF JUSTICE           | 229.00       | .00             | 229.00     | 057652    | PROF SVCS-                |
|              |            |               |                           | 175.00       | .00             | 175.00     | 062493    | PROF SVCS-POLICE          |
|              |            |               | Check Total.....          | 404.00       | .00             | 404.00     |           |                           |
| 019263       | 10/15/14   | GIN00         | GINNO'S APPLIANCE CENTER  | 246.18       | .00             | 246.18     | 278343    | BUILD MAINT-ACO           |
| 019264       | 10/15/14   | GRA02         | GRAINGER, W.W., INC       | 16.39        | .00             | 16.39      | 956070739 | MAT & SUPPLIES-PARKS      |
| 019265       | 10/15/14   | HOL04         | HOLIDAY MARKET #32        | 24.96        | .00             | 24.96      | 105321210 | MAT & SUPPLIES-BLD MAINT  |
| 019266       | 10/15/14   | JOH07         | JOHNSTONE, TRACY          | 21.49        | .00             | 21.49      | 141015    | PANT REIMBURSEMENT-PW ADM |
| 019267       | 10/15/14   | SON03         | SONSRAY MACHINERY, LLC    | 325.08       | .00             | 325.08     | P00730-06 | MAT & SUPPLIES-           |
| 019268       | 10/15/14   | TEH15         | TEHAMA CO SHERIFF'S DEPT  | 49.00        | .00             | 49.00      | 141010    | PROF SVCS-                |
| 019269       | 10/15/14   | UNI02         | UNIFORMS, TUXEDOS & MORE  | 10.75        | .00             | 10.75      | 132674    | UNIFORMS/CLOTH-POLICE     |
| 019270       | 10/17/14   | AND01         | ED ANDERSON               | 3540.00      | .00             | 3540.00    | 14-1015   | PROF SVCS (TE PROJ)-ENG   |
| 019271       | 10/17/14   | BAS01         | BASIC LABORATORY, INC     | 126.00       | .00             | 126.00     | 1409426   | ProfServices Water Dept   |
| 019272       | 10/17/14   | CAD00         | CADORIN CONSTRUCTION, INC | 9914.02      | .00             | 9914.02    | 9577138-1 | PROF SVCS-HOUSING REHAB   |
| 019273       | 10/17/14   | CLA10         | CLASSIC SPORTS            | 850.21       | .00             | 850.21     | 161       | SAFETY ITEMS-PW ADMIN     |
| 019274       | 10/17/14   | COM06         | COMCAST                   | 25.32        | .00             | 25.32      | 140910    | COMMUNICATIONS-PW ADMIN   |

REPORT.: Oct 17 14 Friday  
 RUN....: Oct 17 14 Time: 10:11  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 10-14 Bank Account.: 1020

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

| Check Number              | Check Date | Vendor Number | Vendor Name              | Gross Amount | Discount Amount | Net Amount | Invoice # | Description          |
|---------------------------|------------|---------------|--------------------------|--------------|-----------------|------------|-----------|----------------------|
| 019275                    | 10/17/14   | COR11         | CORNING SAFE & LOCK      | 77.08        | .00             | 77.08      | 4258      | MAT & SUPPLIES-WTR   |
| 019276                    | 10/17/14   | HER02         | HERNANDEZ, AGUSTIN       | 54.09        | .00             | 54.09      | 141016    | TRAINING/ED-DISPATCH |
| 019277                    | 10/17/14   | SON03         | SONSRAY MACHINERY, LLC   | 45.46        | .00             | 45.46      | P00760-06 | MAT & SUPPLIES-      |
| 019278                    | 10/17/14   | STA21         | STATEWIDE TRAFFIC SAFETY | 669.97       | .00             | 669.97     | 5534 /8   | MAT & SUPPLIES-STR   |
| 019279                    | 10/17/14   | PET03         | PETTY CASH               | 264.97       | .00             | 264.97     | 14-1016   | PETTY CASH-          |
| Cash Account Total.....:  |            |               |                          | 313431.08    | .00             | 313431.08  |           |                      |
| Total Disbursements.....: |            |               |                          | 313431.08    | .00             | 313431.08  |           |                      |
| Cash Account Total.....:  |            |               |                          | .00          | .00             | .00        |           |                      |

REPORT.: Oct 17 14 Friday  
 RUN....: Oct 17 14 Time: 10:11  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 10-14 Bank Account.: 1025

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

| Check Number | Check Date | Vendor Number | Name                      | Gross Amount | Discount Amount | Net Amount | -----Payment Information-----<br>Invoice # | Description             |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|--|-------------------------|
| 6532         | 10/14/14   | AME20         | AMERICAN WEST BANK        | 1445.28      | .00             | 1445.28    | B41014                                     | HSA DEDUCTIBLE          |
| 6533         | 10/14/14   | BAN03         | POLICE OFFICER ASSOC.     | 225.00       | .00             | 225.00     | B41014                                     | POLICE OFFICER ASSOC    |
| 6534         | 10/14/14   | CAL37         | CALIFORNIA STATE DISBURSE | 430.61       | .00             | 430.61     | B41014                                     | WITHHOLDING ORDER       |
| 6535         | 10/14/14   | EDD01         | EMPLOYMENT DEVELOPMENT    | 3360.72      | .00             | 3360.72    | B41014                                     | STATE INCOME TAX        |
|              |            |               |                           | 1058.03      | .00             | 1058.03    | 1B41014                                    | SDI                     |
|              |            |               | Check Total.....:         | 4418.75      | .00             | 4418.75    |  |                         |
| 6536         | 10/14/14   | ICM01         | ICMA RETIREMENT TRUST-457 | 3981.55      | .00             | 3981.55    | B41014                                     | ICMA DEF. COMP          |
|              |            |               |                           | 62.50        | .00             | 62.50      | 1B41014                                    | ICMA DEF. COMP ER PD    |
|              |            |               | Check Total.....:         | 4044.05      | .00             | 4044.05    |  |                         |
| 6537         | 10/14/14   | PERS1         | PUBLIC EMPLOYEES RETIRE   | 22999.08     | .00             | 22999.08   | B41014                                     | PERS PAYROLL REMITTANCE |
| 6538         | 10/14/14   | PERS4         | Cal Pers 457 Def. Comp    | 1847.79      | .00             | 1847.79    | B41014                                     | PERS DEF. COMP.         |
|              |            |               |                           | 112.50       | .00             | 112.50     | 1B41014                                    | PERS DEF. COMP. ER P    |
|              |            |               | Check Total.....:         | 1960.29      | .00             | 1960.29    |  |                         |
| 6539         | 10/14/14   | VAL06         | VALIC                     | 1992.02      | .00             | 1992.02    | B41014                                     | AIG VALIC P TAX         |
|              |            |               |                           | 75.00        | .00             | 75.00      | 1B41014                                    | AIG VALIC P TAX ER P    |
|              |            |               | Check Total.....:         | 2067.02      | .00             | 2067.02    |  |                         |
|              |            |               | Cash Account Total.....:  | 37590.08     | .00             | 37590.08   |  |                         |
|              |            |               | Total Disbursements.....: | 37590.08     | .00             | 37590.08   |  |                         |

REPORT.: Oct 21 14 Tuesday  
 RUN....: Oct 21 14 Time: 11:48  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 10-14 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Vendor Name               | Gross Amount | Discount Amount | Net Amount | Payment Information Invoice # | Description             |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|-------------------------------|-------------------------|
| 019280       | 10/20/14   | ATT13         | AT&T                      | 727.95       | .00             | 727.95     | 141011                        | COMMUNICATIONS-DISPATCH |
| 019281       | 10/20/14   | BAS01         | BASIC LABORATORY, INC     | 126.00       | .00             | 126.00     | 1409633                       | ProfServices Water Dept |
| 019282       | 10/20/14   | CHI06         | CHICO POWER EQUIPMENT     | 72.56        | .00             | 72.56      | 58145                         | MACH/EQUIP-PARKS        |
| 019283       | 10/20/14   | KEE00         | KEENER, SHELLEY           | 54.09        | .00             | 54.09      | 141020                        | TRAINING/ED-DISPATCH    |
| 019284       | 10/20/14   | SCH01         | LES SCHWAB TIRE CENTER    | 498.56       | .00             | 498.56     | 611001319                     | MACH/EQUIP-             |
| 019285       | 10/20/14   | USA01         | USA BLUE BOOK             | 193.24       | .00             | 193.24     | 470428                        | MAT & SUPPLIES-WTR      |
| 019286       | 10/21/14   | CON07         | CONEXIS                   | 40.00        | .00             | 40.00      | 0914OR348                     | MEDICAL INS-COBRA       |
| 019287       | 10/21/14   | COR12         | CORNING FORD MERCURY, INC | 94.77        | .00             | 94.77      | 116862                        | VEH OP/MAINT-POLICE     |
| 019288       | 10/21/14   | OFF01         | OFFICE DEPOT              | 6.44         | .00             | 6.44       | 735106254                     | OFFICE SUPPLIES-POLICE  |
|              |            |               |                           | 256.71       | .00             | 256.71     | 735106331                     | OFFICE SUPPLIES-POLICE  |
|              |            |               | Check Total.....          | 263.15       | .00             | 263.15     |                               |                         |
| 019289       | 10/21/14   | TEH03         | TEHAMA COUNTY E.A.C.      | 30.00        | .00             | 30.00      | 141021                        | CONF/MTGS-CITY ADMIN    |
| 019290       | 10/21/14   | TEH28         | TEHAMA CO HEALTH AGENCY   | 80.62        | .00             | 80.62      | 10-20-14                      | HEALTH DEPT SVCS-FIRE   |
| 019291       | 10/21/14   | WAR05         | WARREN, DANA KARL         | 308.75       | .00             | 308.75     | 141020                        | REC INSTRUCTOR-REC      |
|              |            |               | Cash Account Total.....   | 2489.69      | .00             | 2489.69    |                               |                         |
|              |            |               | Total Disbursements.....  | 2489.69      | .00             | 2489.69    |                               |                         |

REPORT.: Oct 22 14 Wednesday  
 RUN....: Oct 22 14 Time: 14:27  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 10-14 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               |
|---------------------------|------------|---------------|---------------------------|--------------|-----------------|------------|-----------|---------------------------|
| 019292                    | 10/22/14   | AUT00         | AUTO ZONE                 | 150.49       | .00             | 150.49     | 409539646 | SMALL TOOLS-              |
| 019293                    | 10/22/14   | BIG02         | BIG VALLEY SANITATION, IN | 131.25       | .00             | 131.25     | 14201     | CLEANING CONTRACT-STR     |
| 019294                    | 10/22/14   | CAM02         | FERGUSON ENTERPRISES INC. | 126.56       | .00             | 126.56     | 1035672   | MAT & SUPPLIES-WTR        |
| 019295                    | 10/22/14   | CHE02         | CHEM QUIP, INC.           | 570.20       | .00             | 570.20     | 5331822   | MAT & SUPPLIES-WTR        |
| 019296                    | 10/22/14   | DEP03         | DEPT OF TRANS/CAL TRANS   | 179.41       | .00             | 179.41     | SL150092  | Equip.Maint. St&Trf Light |
| 019297                    | 10/22/14   | GRA02         | GRAINGER, W.W., INC       | 52.89        | .00             | 52.89      | 956822966 | MAT & SUPPLIES-           |
| 019298                    | 10/22/14   | HOL04         | HOLIDAY MARKET #32        | 23.94        | .00             | 23.94      | 35321310/ | MAT & SUPPLIES-BLD MAINT  |
| 019299                    | 10/22/14   | LAW16         | LAWRENCE & ASSOCIATES     | 1056.54      | .00             | 1056.54    | 22014     | REFUSE DISPOSAL SITE-WTR  |
| 019300                    | 10/22/14   | LEH03         | LEHR AUTO ELECTRIC        | 261.10       | .00             | 261.10     | 01 099280 | VEH OP/MAINT-POLICE       |
| 019301                    | 10/22/14   | MOS03         | MOSHER, JEREMY            | 63.87        | .00             | 63.87      | 14-1022   | PANTS REIMBURSEMENT-PW AD |
| 019302                    | 10/22/14   | PAT02         | PATTERSON ELECTRIC, INC.  | 932.06       | .00             | 932.06     | 3702      | MAT & SUPPLIES-BLD MAINT  |
| 019303                    | 10/22/14   | PGE01         | PG&E                      | 37772.70     | .00             | 37772.70   | 141013    | Electricity General City- |
| 019304                    | 10/22/14   | PGE2A         | PG&E                      | 56.27        | .00             | 56.27      | 141016    | ELECT-BLUE HERON CT       |
| 019305                    | 10/22/14   | PIT03         | PITNEY BOWES, INC         | 282.32       | .00             | 282.32     | 301373    | OFFICE SUPPLIES-          |
| 019306                    | 10/22/14   | QUI02         | QUILL CORPORATION         | 35.71        | .00             | 35.71      | 6870577   | OFFICE SUPPLIES-          |
| 019307                    | 10/22/14   | VAL09         | VALLEY ROCK PRODUCTS      | 84.55        | .00             | 84.55      | 236828    | PROP 84/PHASE 2/CONSTR-PA |
|                           |            |               |                           | 88.32        | .00             | 88.32      | 236833    | PROP 84/PASE 2/CONSTR-PAR |
| Check Total.....:         |            |               |                           | 172.87       | .00             | 172.87     |           |                           |
| Cash Account Total.....:  |            |               |                           | 41868.18     | .00             | 41868.18   |           |                           |
| Total Disbursements.....: |            |               |                           | 41868.18     | .00             | 41868.18   |           |                           |

Date.: Oct 22, 2014  
Time.: 2:35 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 |
|----------------------|---------------------|--------------------------|--------------------|-------------------|---------------------|----------------|
| GEORGE SALINAS TREE  |                     | PLACENTIA, CA 92871 0141 | SALINAS GEORGE     | CONTRACTOR        | 10/17/14            | (714)528-9828  |
| NANCY LOERA GRDINO   | 710 SIXTH ST        | CORNING, CA 96021        | LOERA GRDINO NANCY | COSMOTOLOGIST     | 10/10/14            | (530)586-2146  |
| QUALITY TELECOM CONS | 3740 CINCINNATI AVE | ROCKLIN, CA 95765        | DUNCAN SCOTT       | CONTRACTOR        | 10/17/14            | (916)315-0500  |

**ITEM NO.: G-7  
APPROVE PARTIAL PAYMENT ESTIMATE NO. 1 IN  
THE AMOUNT OF \$253,248.11 TO ABEL  
CONSTRUCTION FOR THE 2014 STREET PAVING  
PROJECT**

**OCTOBER 28, 2014**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER JB  
PATRICK WALKER, DIRECTOR OF PUBLIC WORKS PW  
ED ANDERSON, CITY ENGINEER**

**SUMMARY:**

Staff recommends that City Council approve Partial Payment Estimate No. 1 in the amount of \$253,248.11 to Abel Construction for the 2014 Asphalt Paving Overlay Project. The payment request is attached for Council review and approval. This project is nearly complete and it is anticipated that a final inspection will be requested prior to the next Council meeting.

|                                      |                     |
|--------------------------------------|---------------------|
| Original Construction Contract       | \$220,556.83        |
| <u>CCO No. 1 (approved 10/14/14)</u> | <u>\$ 32,991.28</u> |
| Adjusted Contract Amount             | \$253,548.11        |
| <br>                                 |                     |
| <u>PPE No. 1 (pending approval)</u>  |                     |
| Work Completed                       | \$253,248.11        |
| Retention to be held (5%)            | <u>\$ 12,662.41</u> |
| Total Due Contractor                 | \$240,585.70        |
| <br>                                 |                     |
| Remaining Contract Amount:           | \$ 300.00           |

**BACKGROUND:**

Jason Abel Construction was awarded this project at the September 23, 2014 City Council Meeting. The base bid for this project included two city streets; West Street between Solano and Colusa Streets and Marin Street between Hoag and 6<sup>th</sup> Streets. Also within the proposal were two additive bids; West Street between Colusa and North Streets and Marin Street between Houghton Avenue and Hoag Street. The Contractor's bid amount of \$220,556.83 encompassed the base bid and both of the additive bids. The contracted work includes asphalt paving, grinding and related work.

Contract Change Order No.1 approved by City Council at the October 14<sup>th</sup> meeting expanded the original contract to incorporate the application of thermoplastic paint at South Avenue and Old Highway 99W.

**RECOMMENDATION:**

**Mayor and Council:**

- 1. Approve Partial Payment Estimate No. 1 in the amount of \$253,248.11;**
- 2. Retain the 5% Contract Retention of \$12,662.41 and,**
- 3. Issue payment in the amount of \$240,585.70 to Abel Construction for the 2014 Street Paving Project.**

**PARTIAL PAYMENT ESTIMATE**

2014 Asphalt Paving Overlay and Related Work Project

Progress Payment Estimate No. 1

OWNER:

City of Corning

CONTRACTOR:

Abel Construction, Corning, CA

PERIOD OF ESTIMATE:

From: 10/9/14 through 10/21/14

**CONTRACT CHANGE ORDER SUMMARY****ESTIMATE**

| No.        | Approval Date | Amount      |            |                           |              |
|------------|---------------|-------------|------------|---------------------------|--------------|
|            |               | Additions   | Deductions |                           |              |
| #1         | 10/14/14      | \$32,991.28 |            | 1. Original Contract      | \$220,556.83 |
|            |               |             |            | 2. Change Orders          | \$32,991.28  |
|            |               |             |            | 3. Revised Contract (1+2) | \$253,548.11 |
|            |               |             |            | 4. Work Completed         | \$253,248.11 |
|            |               |             |            | 5. Stored Materials       | \$0.00       |
|            |               |             |            | 6. Subtotal (4+5)         | \$253,248.11 |
|            |               |             |            | 7. Retainage .....5%      | \$12,662.41  |
|            |               |             |            | 8. Previous Payments      | \$0.00       |
|            |               |             |            | 9. Amount Due (6-7-8)     | \$240,585.70 |
| TOTALS     |               |             |            |                           |              |
| NET CHANGE |               | \$32,991.28 |            |                           |              |

**CONTRACT TIME**Original (days) 45

Revised:

Remaining: 33On Schedule  Yes NoStarting Date: 10/9/14Projected Completion: 11/22/14**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: \_\_\_\_\_

By: Abel Construction

Date \_\_\_\_\_

**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.

City Engineer: \_\_\_\_\_

By: Ed Anderson

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

**APPROVED BY OWNER:**

Owner \_\_\_\_\_

By: John L. Brewer, AICP; City Manager

Date \_\_\_\_\_

City of Corning, CA 96021  
 2014 Asphalt Paving Overlay Project  
 West Street and Marin Street

## Progress Estimate #1

| Owner: City of Corning                                 |                    |         |             |                     |              | Period Covered: 10/9/14 to 10/21/14 |                 |                     |                                    |              |                   |
|--|--------------------|---------|-------------|---------------------|--------------|-------------------------------------|-----------------|---------------------|------------------------------------|--------------|-------------------|
| Contractor: Jason Abel Construction, Inc., Corning, CA |                    |         |             |                     |              |                                     |                 |                     |                                    |              |                   |
| Item   |                    | Bid Qty | Unit Price  | Bid Value           | Qty This Prd | Prev Qty                            | Stored Material | Value This Prd      | Total Completed and Stored to Date | % Compl      | Balance to Finish |
| Bid Item No.   | Description        |         |             |                     |              |                                     |                 |                     |                                    |              |                   |
| 1  | 2" - A/C           | 47800   | \$1.25      | \$59,654.40         | 47800        |                                     |                 | \$59,654.40         | \$59,654.40                        | 100.0%       | \$0.00            |
| 2  | Grinding           | 9208    | \$0.52      | \$4,788.16          | 9208         |                                     |                 | \$4,788.16          | \$4,788.16                         | 100.0%       | \$0.00            |
| 3  | Raise Swr Manhole  | 3       | \$300.00    | \$900.00            | 3            |                                     |                 | \$900.00            | \$900.00                           | 100.0%       | \$0.00            |
| 4  | Paint X-walk       | 1       | \$1,460.00  | \$1,460.00          | 1            |                                     |                 | \$1,460.00          | \$1,460.00                         | 100.0%       | \$0.00            |
| 5  | Paint STOP         | 1       | \$240.00    | \$240.00            | 1            |                                     |                 | \$240.00            | \$240.00                           | 100.0%       | \$0.00            |
| 6  | 2" - A/C           | 57750   | \$1.25      | \$72,072.00         | 57750        |                                     |                 | \$72,072.00         | \$72,072.00                        | 100.0%       | \$0.00            |
| 7  | Grinding           | 9840    | \$0.52      | \$5,116.80          | 9840         |                                     |                 | \$5,116.80          | \$5,116.80                         | 100.0%       | \$0.00            |
| 8  | Paint X-walk       | 5       | \$1,460.00  | \$7,300.00          | 5            |                                     |                 | \$7,300.00          | \$7,300.00                         | 100.0%       | \$0.00            |
| 9  | Paint STOP         | 5       | \$240.00    | \$1,200.00          | 5            |                                     |                 | \$1,200.00          | \$1,200.00                         | 100.0%       | \$0.00            |
| 10   | Raise Swr Manhole  | 1       | \$300.00    | \$300.00            |              |                                     |                 | \$0.00              | \$0.00                             | 0.0%         | \$300.00          |
| 1. A-1   | 2" - A/C           | 33504   | \$1.25      | \$41,812.99         | 33504        |                                     |                 | \$41,812.99         | \$41,812.99                        | 100.0%       | \$0.00            |
| 1. A-2   | Grinding           | 6736    | \$0.52      | \$3,502.72          | 6736         |                                     |                 | \$3,502.72          | \$3,502.72                         | 100.0%       | \$0.00            |
| 1. A-3   | Raise Swr Manhole  | 2       | \$300.00    | \$600.00            | 2            |                                     |                 | \$600.00            | \$600.00                           | 100.0%       | \$0.00            |
| 2. A-1   | 2" - A/C           | 14800   | \$1.25      | \$18,470.40         | 14800        |                                     |                 | \$18,470.40         | \$18,470.40                        | 100.0%       | \$0.00            |
| 2. A-2   | Grinding           | 2768    | \$0.52      | \$1,439.36          | 2768         |                                     |                 | \$1,439.36          | \$1,439.36                         | 100.0%       | \$0.00            |
| 2. A-3   | Paint X-walk       | 1       | \$1,460.00  | \$1,460.00          | 1            |                                     |                 | \$1,460.00          | \$1,460.00                         | 100.0%       | \$0.00            |
| 2. A-4   | Paint STOP         | 1       | \$240.00    | \$240.00            | 1            |                                     |                 | \$240.00            | \$240.00                           | 100.0%       | \$0.00            |
| CCO - 1  | South Ave Striping | 1       | \$32,991.28 | \$32,991.28         | 1            |                                     |                 | \$32,991.28         | \$32,991.28                        | 100.0%       | \$0.00            |
| <b>Totals:</b>   |                    |         |             | <b>\$253,548.11</b> |              |                                     |                 | <b>\$253,248.11</b> | <b>\$253,248.11</b>                | <b>99.9%</b> | <b>\$300.00</b>   |

**ITEM NO: J-8  
APPROVE WAIVER OF  
RECREATIONAL USE FEES FOR  
THE JANUARY 24, 2015 CORNING  
WESTSIDE AMERICAN LEGION  
BASEBALL TOURNAMENT**

**October 28, 2014**

**TO: HONORABLE MAJOR AND COUCILMEMBERS  
OF THE CITY OF CORNING**

**FROM: JOHN BREWER, AICP; CITY MANAGER  
PATRICK WALKER, DIRECTOR OF PUBLIC WORKS**

**SUMMARY:**

Evan White has submitted a request for the City Council to waive the Recreational Use Fee for the use of Yost Park on Saturday, January 24, 2015 for the 2015 Corning Westside American Legion Baseball Tournament.

**BACKGROUND:**

Staff presents a request for Council approval to waive the recreational fees normally charged (\$100 refundable fees and \$83 nonrefundable fees) for the 2015 Corning Westside American Legion Baseball Tournament.

\$ 75 Cleanup deposit

\$ 25 Key deposit

\$100 Refundable

\$ 8 Weekend Field Light Fee

\$ 75 Weekend Use Fee

\$ 83 Non-Refundable

**RECOMMENDATION:**

**MAYOR AND COUNCIL CONSIDER A WAIVER OF THE RECREATIONAL  
USE FEE FOR THE 2015 CORNING WESTSIDE AMERICAN LEGION BASEBALL  
TOURNAMENT FUNDRAISER.**

October 21, 2014

Mayor and City Council:

My name is Evan White and I am putting together a Rain or Shine Coed Softball Tournament as a fund raiser for the 2015 Corning Westside American Legion Baseball Team. The proposed date for this tournament is Saturday, January 24, 2015. I am requesting and hoping that the City will grant a waiver of the Yost Park and Concession Stand fees for this tournament.

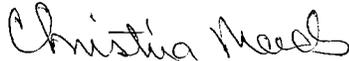
Corning has not had an American Legion Baseball Team for quite some time. I am trying to bring it back and am starting at the bottom. We are hoping this Tournament will be our biggest fundraiser. Funds raised via this Tournament will be used to purchase uniforms, provide traveling funds, pay for insurance and hire Umpires.

If you are interested in helping out, we would happily accept donations of concession stand items, T-shirts, trophies for participating teams and items and/or cash to raffle off during the tournament.

We would be grateful for the fee waiver and any assistance and/or donations.

If you have any questions or would like to help out, please contact me at 530/526-8740.

Thank you,



for  
Evan White, Coordinator  
Corning Westside American Legion Baseball Team

**ITEM NO.: J-9  
REQUEST AUTHORIZATION TO  
PURCHASE ONE PICKLEBALL  
EQUIPMENT SET AND TO INSTALL  
GAME MARKINGS ON ONE TENNIS  
COURT AT NORTHSIDE PARK TO  
ACCOMMODATE PLAYING OF  
PICKLEBALL**

**October 28, 2014**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER *JB*  
PATRICK WALKER, PUBLIC WORKS DIRECTOR *PW*  
STEVE LINDEMAN, ASSISTANT PUBLIC WORKS DIRECTOR**

**SUMMARY:**

On September 18, 2014, Tim and Diana Robertson presented City Staff with a request for the installation of striping for a "Pickleball Court" in Northside Park on one section of the existing tennis courts.

At the October 7, 2014 Recreation Commission Meeting, the Commission by consensus of the members present, approved the recommendation to the City Council for approval of the installation of striping to accommodate the playing of Pickleball at one Northside Park tennis court. They also approved the recommendation to fund the purchase of one Pickleball starter equipment kit.

The total cost for the installation of the proposed markings and game starter kit is estimated to be \$1,250. A check-out system managed by City Staff is proposed to accommodate public use of the game kit.

**BACKGROUND:**

"Pickleball" is a new sport that is growing in the United States. Currently the closest court marked for playing Pickleball is located in Red Bluff and is a private court.

A Pickleball Court is the approximate size of a badminton court and can be fit onto one-half of a tennis court. This can be made with extra striping within one of the existing tennis courts. Extra lines would be added to shape the Pickleball Court itself. More details about the sport are provided in attachment "Exhibit A".

No funding has been allocated within this fiscal year's budget for the installation of markings for a Pickleball Court. The estimated costs for supplies to install these markings would be between \$275-\$350 with an additional cost of \$500 for labor (2 Maintenance Workers at 8 hours each). The initial Pickleball equipment setup would consist of ping pong type paddles, a net, and posts for the net and depending upon the quality of the equipment, the cost can range from \$100 to \$400.

**RECOMMENDATION:**

**CITY COUNCIL AUTHORIZE EXPENDITURE OF \$1,250 FROM FUND 001-6150-6100 (MATERIALS & SUPPLIES/PARKS) TO INSTALL MARKINGS ON ONE NORTHSIDE PARK TENNIS COURT AND FOR THE PURCHASE OF ONE EQUIPMENT SET TO ACCOMMODATE THE PLAYING OF PICKLEBALL.**

404 4<sup>th</sup> St.  
Corning, CA 96021

September 12, 2003

Corning Recreation Commission  
City Hall  
794 Third St.  
Corning, CA 96021

**RECEIVED**  
SEP 18 2004  
CITY OF CORNING

Re: Pickleball Court

Dear Commissioners:

We are writing to request that a pickleball court be painted on one of the tennis courts at Northside Park.

Pickleball is an easy, fast-growing sport created for all ages and skill levels. It combines many elements of tennis, badminton, and ping-pong, and is played with a paddle and a wiffle ball. It is a much more accessible sport for people who are older or who are not normally athletic than are tennis and basketball.

The court for pickleball is the size of a badminton court and can be fit onto one-half of a tennis court.

We not asking that the city get rid of an existing tennis court. The lines for the pickleball court can be painted right alongside the lines of the tennis court. In addition, pickleball players bring their own net, so the city wouldn't incur any additional costs.

Please consider creating a pickleball court. Other than a private court at an RV park in Red Bluff, it would be the only pickleball court between Redding and Durham. It would also make Northside Park open and usable for even more citizens than it already is. Enclosed is information regarding pickleball basics and court size. Thank you for considering our request.

Sincerely,



DIANA ROBERTSON



TIM ROBERTSON

Enclosures

Exhibit A

|           |               |
|-----------|---------------|
| Search... | USAPA UPDATES |
|-----------|---------------|

Video: Newport Pickleball: Make A Racque



(<http://www.usapa.org>)  
 (/usapa-membership/)



Navigation



**What is Pickleball?**

A paddle sport created for all ages and skill levels. The rules are simple and the game is easy for beginners to learn, but can develop into a quick, fast-paced, competitive game for experienced players.

**The Basics**

1. A fun sport that combines many elements of tennis, badminton and ping-pong.
2. Played both indoors or outdoors on a badminton-sized court and a slightly modified tennis net.
3. Played with a paddle and a plastic ball.

**A Game for Everyone**

The USAPA currently estimates there are now over 100,000 players actively playing pickleball.

## What is Pickleball?

- Pickleball facilities are located in all 50 states.

Click Here for Places to Play.  
(/places-to-play-pickleball/)

- Many kids and teenagers play it in physical education classes in middle and high schools.

- Seniors enjoy the social aspects and the ability to stay active in towns and retirement communities.

- Tennis, racquetball and ping pong players love the competitive nature of the sport and regularly participate in competitive tournaments.

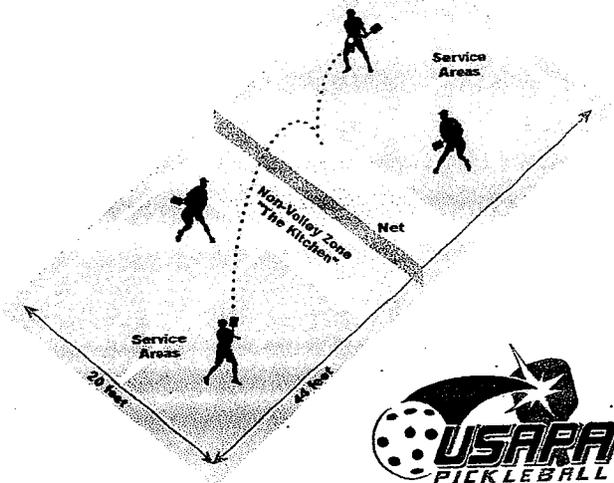


### Brief History

Pickleball was invented in 1965 on Bainbridge Island, a short ferry ride from Seattle, WA. Three dads – Joel Pritchard, Bill Bell, and Barney McCallum -whose kids were bored with their usual summertime activities are credited for creating game. Pickleball has evolved from original hand made equipment and simple rules into a popular sport throughout the US and Canada. The game is growing internationally as well with many European and Asian countries adding courts. Click Here For a complete history of the game. (/history-of-the-game/) (/wp-content/uploads/2013/06/pickleball-court.jpg)

### The Court

A pickleball court is the same size as a doubles badminton court and measures 20x44 feet. In pickleball, the same court is used for both singles and doubles play. The net height is 36 inches at the sidelines and 34 inches in the middle. The court is striped similar to a tennis court with right and left service courts and a 7-foot non-volley zone in front of the net (referred to as the "kitchen"). Courts can be constructed specifically for pickleball or they can be converted using existing tennis or badminton courts.



(/wp-content/uploads/2013/06/pickleball-clipart2.jpg)

# What is Pickleball?



### Equipment

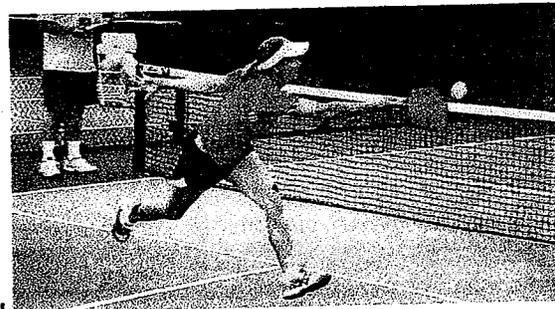
When playing pickleball, each player will need a pickleball paddle, which is smaller than a tennis racquet but larger than a ping-pong paddle. Originally, paddles were made only from wood, however today's paddles have evolved dramatically and are primarily made of lightweight composite materials, including aluminum and graphite. Players will also need a net and a pickleball. The ball itself is unique, with holes through it like a wiffleball and there are different ball models intended for indoor and outdoor play. The ball travels at 1/3 the speed of a tennis ball and is usually white or yellow in color. New

bright color balls are also gaining in popularity.

### Apparel (/wp-

content/uploads/2013/05/mainbanner04.jpg)

Players wear just about anything comfortable... athletic shorts, sweatpants, polo shirts, t-shirts, etc. Tennis-style dresses and skirts for females are also common. Comfortable tennis shoes are also important. As for accessories, players may wear hats, visors, safety glasses, sweatbands and



light jackets or sweatshirts for cold, outdoor play. Official USAPA logo apparel items are now available... [Click Here \(/usapa-retail/\)](#)!

### Helpful Links

For more information regarding pickleball, please visit these links:

[Pickleball Rules Summary \(/rules-summary/\)](#) ..... A general overview of the rules of the game.

[Skill Development \(/training-room/\)](#) ..... Tutorials, playing tips, and instructional video clips.

[Pickleball Mania \(/pickleball-mania/\)](#) ..... A humorous look at the addictive nature of pickleball.

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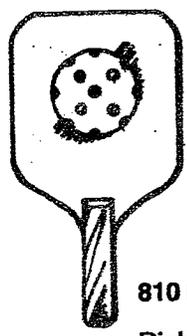
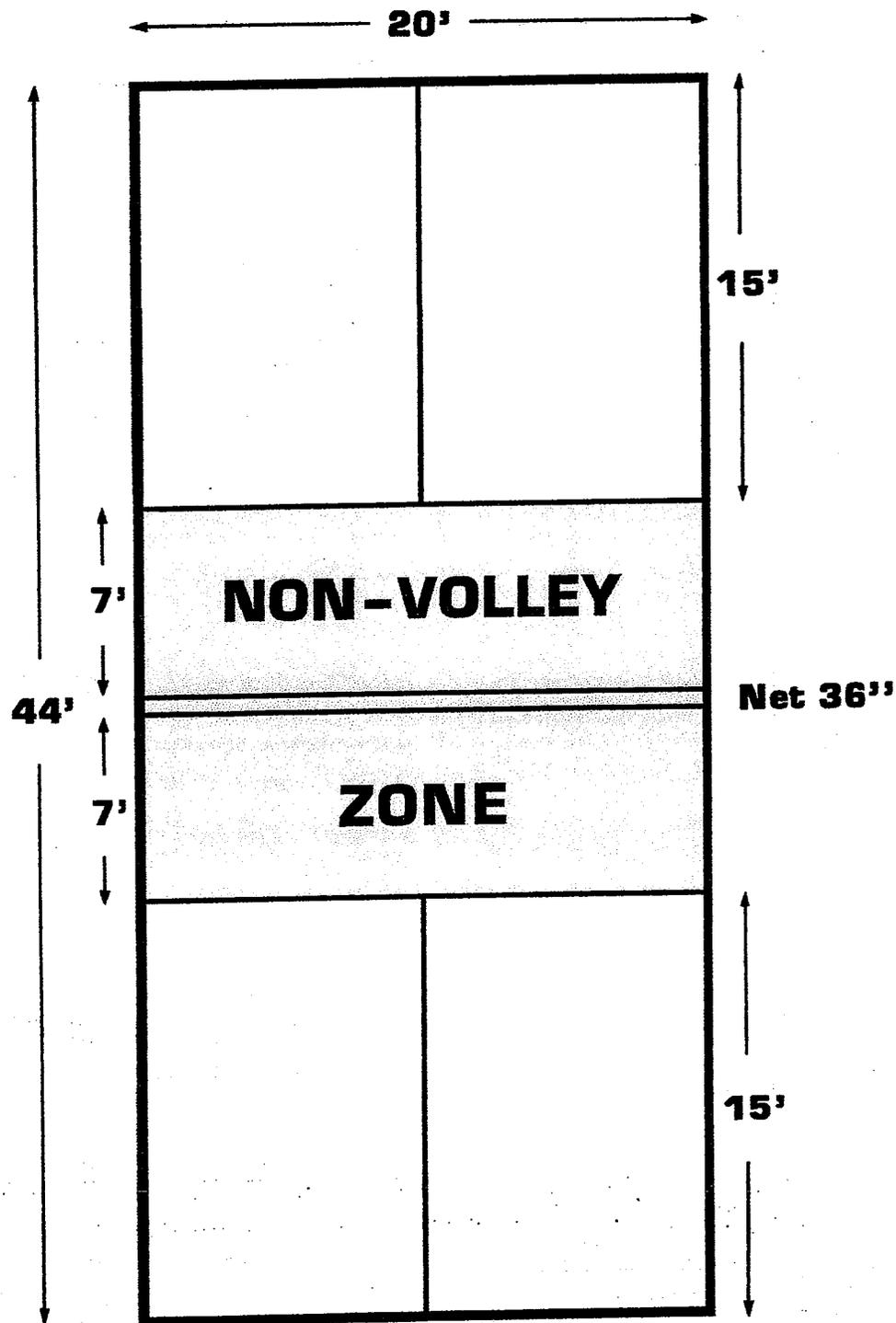
324

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## Applying Playing Lines

1. Applying lines on a tennis court or basketball court surface is done one of two ways.
  - a) identifying each side of each line with a chalkline and then laying masking tape by hand one roll at a time following the chalklines.
  - b) identifying the center of each line with a chalkline and then laying two rolls of tape at the same time with a line taping machine.

A line taping machine has a center guide rod that protrudes from the front of the taping machine. When using, you simply follow the single centered chalkline with the center guide. The use of a line taping machine and a long-handled 2" roller will cut the time to stripe a court by 60% to 70% of the time required by laying the tape by hand and applying line paint with a paint brush.

2. All tennis & basketball court lines are 2" wide except for tennis baselines. Regulations allow tennis court baselines to be 2" to 4" in width. We recommend a 3" base-line. It is much easier to see from the opposing end. When the four nail holes (or permanent roofing nails) that were inserted in the court surface when you began are located, you will use them as reference points when working from the tennis court layout diagram or basketball court layout diagram.
3. A line taping machine is available at a rental fee of \$75.00 USD (\$98.00 CAD) plus UPS shipping costs to and from your site.
4. If you are laying the masking tape without a line taping machine, do not attempt if strong breezes are present or rain is imminent or forecast.
5. When masking the playing lines, tape right through the intersections. After all lines are masked, a utility knife and straight edge can be used to cut and remove the tape covering the intersections
6. Apply one coat of Masking Tape Sealer to prevent bleed-through under the tape. Line seal primer will assure razor sharp lines when the line paint is applied. When the line tape sealer is dry, apply two coats of Textured White Line Paint using a 2" wide paint brush or 2" wide long-handled roller. Best results will be obtained with two even coats. Be sure each coat is dry before applying another coat.
7. Remove the tape as soon as the lines are dry. Do not leave tape on surface over night. Use care when removing masking tape.

**ITEM NO. J-10  
PRESENTATION REGARDING  
SOLAR POWER PURCHASE  
AGREEMENTS (PPA'S) IN GENERAL  
AND POTENTIAL PPA AT  
WASTEWATER TREATMENT PLANT**

**OCTOBER 28, 2014**

**TO: MAYOR AND CITYCOUNCILMEMBERS, CORNING CALIFORNIA**

**FROM: JOHN L. BREWER, AICP; CITY MANAGER   
PATRICK WALKER, PUBLIC WORKS DIRECTOR <sup>PW</sup>**

**SUMMARY:**

Staff recommends the City Council consider the information that's to be presented regarding Solar Power Purchase Agreements. Mr. Eric Paul of Ecoplexus, a Consulting Energy & Engineering firm based in San Francisco, will present the information, and provide a history of their relationship with the City of Corning.

Staff believes energy cost savings in the magnitude of \$1.0 to 1.5 million over the course of a 20 year agreement is possible by installing solar arrays on vacant property at the Wastewater Treatment Plant.

**BACKGROUND:**

Staff has been researching various solar energy options available to the City since about 2011. The purpose of course is to reap energy costs savings. Options we've investigated include simple land leases at the unused areas of the airport and the Wastewater Treatment Plant (WWTP) and a Solar Power Purchase Agreement (PPA). Because of changes to the California Energy Commission entitlement requirements, Staff has now concluded that a Solar Power Purchase Agreement would best fulfill the City's energy needs and provide considerable energy cost savings.

At staff's request, Ecoplexus has prepared and presented a PPA for the City's consideration. However, since PPA's can be confusing, we have asked them to present a Powerpoint Presentation detailing just how they work. Then, we expect Ecoplexus will appear at a subsequent meeting to present the details of their PPA proposal to the City of Corning.

**RECOMMENDATION:**

- **This is informational only. No action is recommended at this time.**

**ITEM NO.: J-11  
 APPROVE CONTRACT CHANGE ORDER NO.  
 4 INCREASING THE CORNING COMMUNITY  
 PARK, PHASE TWO PROJECT BY \$7,173.67  
 FOR A TOTAL PROJECT COST OF  
 \$1,076,905.85**

**OCTOBER 28, 2014**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER *JB*  
 PATRICK WALKER, DIRECTOR OF PUBLIC WORKS *PW*  
 ED ANDERSON, CITY ENGINEER**

**SUMMARY:**

Staff recommends the City Council approve the attached Change Order No. 4 in the amount of \$7,173.67. The Change Order is attached for Council review and approval. City Engineer Ed Anderson has provided the justification for the additional work and cost within the requested Change Order document. The revised contract total for the Corning Community Park, Phase 2 Project, including this Change Order will be \$1,076,905.85.

|                                |                 |
|--------------------------------|-----------------|
| Original Construction Contract | \$ 997,955.52   |
| CCO No. 1 (approved 8/12/14)   | \$ 48,029.75    |
| CCO No. 2 (approved 9/9/14)    | \$ 5,821.50     |
| CCO No. 3 (approved 10/14/14)  | \$ 17,925.41    |
| CCO No. 4 (pending approval)   | \$ 7,173.67     |
| Adjusted Contract Amount       | \$ 1,076,905.85 |

|                                     |                  |
|-------------------------------------|------------------|
| <u>PPE No. 1 (approved 8/12/14)</u> |                  |
| Work Completed & Stored Materials   | \$ 255,892.09    |
| Retention to be held (5%)           | \$ (\$12,794.60) |
| Total Due Contractor                | \$ 243,097.49    |

|                                    |                  |
|------------------------------------|------------------|
| <u>PPE No. 2 (approved 9/9/14)</u> |                  |
| Work Completed & Stored Materials  | \$ 277,815.82    |
| Retention to be held (5%)          | \$ (\$13,890.80) |
| Total Due Contractor               | \$ 263,925.02    |

|                                      |                  |
|--------------------------------------|------------------|
| <u>PPE No. 3 (approved 10/14/14)</u> |                  |
| Work Completed & Stored Materials    | \$ 311,283.23    |
| Retention to be held (5%)            | \$ (\$15,564.16) |
| Total Due Contractor                 | \$ 295,719.07    |

Remaining Contract Amount: \$ 231,914.71

## **BACKGROUND:**

Trent Construction was the prime contractor for Phase 1 of the Corning Community Project. Phase 1 consisted of the skate and bike area, the gazebo, playground and multi-use court located at 1485 Toomes Avenue, Corning. Phase 1 was accepted by the City as complete on March 25, 2014 and was completed at a total cost of \$1,898,624.68.

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

## **FUNDING SOURCES:**

This project is primarily funded by Proposition 84 Park Bond funds. But offsite work within Houghton Avenue is funded by the City's Bedroom Tax Fund (Fund 355). Some onsite Drainage Improvements are funded through the City Drainage Development Impact Fee Funds (Fund 345).

The project is nearing completion. When it is, staff intends to present a financial summary staff report.

## **RECOMMENDATION:**

**Mayor and Council Approve Contract Change Order No. 4 increasing the Corning Community Park Project Phase 2 by \$7,173.67 for a total project cost of \$1,076,905.85**

## CONTRACT CHANGE ORDER

Order No. 4

Date: October 22, 2014

Contract for: Corning Community Park Project, Phase 2

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

To: Trent Construction, 8270 Truckee Avenue, Gerber, CA 96035

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

| <u>Description of Changes</u>  | <u>DECREASE</u><br><u>In Contract Price</u> | <u>INCREASE</u><br><u>In Contract Price</u> |
|--|---|---|
| 1. Add 2-yards decomposed granite at pedestrian bridge                                 |   | \$2,651.96                                  |
| 2. Furnish and install 3-yards of decomposed Granite path near Phase 1 trash enclosure |   | \$4,349.21                                  |
| 3. Eradicate rodents   |   | \$172.50                                    |
| 4. Hydro-seed in lieu of planting stollens   |   | No Additional Cost                          |
| Subtotals:   | None  | \$7,173.67                                  |
| <b>Increase in Contract Price:</b>   |   | <b>\$7,173.67</b>                           |

### JUSTIFICATION:

1. Decomposed granite required to smooth transitions at concrete sidewalk and ends at the pedestrian bridge between the concrete sidewalks and the decomposed granite pathways in Phase 1. Concrete sidewalk for the bridge walkway is set at an elevation that is higher than the decomposed granite. Concrete sidewalk needs to be placed at the exact elevation as the decomposed granite.
2. Furnish and install decomposed granite path in Phase 1 east of the trash bin enclosure. Visitors are wearing a path in the grass to cut the corner. Need to expand pathways with decomposed granite to prevent unsightly worn path.
3. A one-time application of gopher bait will be used to eliminate the potential for onsite rodent problems. Note: long term of gopher control requires multiple applications of bait over time. Contractor has advised staff that additional applications may be necessary.
4. Due to the onset of cooler weather, installing Bermuda grass "stollens" is not recommended by the grass supplier or the landscape contractor and would not be expected to germinate this late in the year. The Contractor has proposed hydro-seeding Phase 2 at no additional cost to the contract. The change to hydro-seeding has been recommended by the city staff and the landscape architect.

Contract Change Order #4  
Corning Community Park Project, Phase 2

The contract total, including this and previous change orders, will be: \$1,076,905.85

The contract period for substantial completion will remain at: 270-days.

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

Requested: \_\_\_\_\_  
City of Corning

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

Recommended: \_\_\_\_\_  
City Engineer

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

Accepted: \_\_\_\_\_  
Trent Construction

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

ITEM NO: J-12  
AUTHORIZE CITY OF CORNING TO  
ENTER INTO TEHAMA JUSTICE  
INITIATIVE OPERATIONAL AGREEMENT  
WITH TEHAMA COUNTY SHERIFF'S  
OFFICE

OCTOBER 28, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS  
FROM: JOHN L. BREWER, AICP, CITY MANAGER  
DONALD R. ATKINS, POLICE CHIEF

**SUMMARY:**

Tehama County Sheriff's Office is applying for an Edward Byrne Memorial Justice Assistance Grant (JAG) administered by the California Board of State and Community Corrections (BSCC). If awarded, the grant funds will be used, in part, for the internal operation of Tehama Interagency Drug Enforcement (TIDE) taskforce and to fund a proposed Adolescent Diversion Project for southern Tehama County, to be implemented by the City of Corning.

**BACKGROUND:**

The TIDE Task Force is comprised of Agents from Tehama County law enforcement agencies. The City of Corning Police Department has been an active member of the Task Force JAG Steering Committee and has had Officers assigned to the Task Force for over 20 years. During this time period the Task Force has received its core funding from the JAG Program through an annual non-competitive process. The funds received from the JAG Program have been used to fund the Task Force's secretarial staff, equipment, and a portion of the Agent's overtime costs.

This year, based on a comprehensive review and survey completed by BSCC, in addition to making the application process competitive, BSCC has developed a new multi-year strategy for JAG funding. The strategy focuses on three Program Purpose Areas:

- Prevention and Education Programs
- Law Enforcement Programs
- Courts, Prosecution, Defense and Indigent Defense

Based on the needs in southern Tehama County, and the work completed through the Everett Freeman Initiative, the County JAG Steering Committee proposes to use JAG grant funds to implement an Adolescent Diversion Project for first time offending juveniles.

In addition to continued participation on the County JAG Steering Committee, the City will be responsible to provide oversight for the implementation of the proposed Adolescent Diversion Project.

**FINANCIAL:**

Contingent on the proposed grant being awarded, the Sheriff's Office will provide the City of Corning \$40,000 each year to implement the Adolescent Diversion Project. The following are the specific years in which the new Adolescent Diversion Project will be offered: **Year One** (March 1, 2015 – December 31, 2015); **Year Two** (January 1, 2016 – December 31, 2016); **Year Three** (January 1, 2017 – December 31, 2017).

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE THE CITY MANAGER, ON BEHALF OF THE CITY, TO SIGN THE TEHAMA JUSTICE INITIATIVE OPERATIONAL AGREEMENT WITH THE TEHAMA COUNTY SHERIFF'S OFFICE.**

## **Operational Agreement Tehama County Sheriff Department and City of Corning**

This Operational Agreement stands as evidence that the Tehama County Sheriff's Department and the City of Corning will work together to meet the goals and objectives outlined in the Tehama Justice Initiative. Specifically, the City of Corning will oversee the implementation of the evidence-based Adolescent Diversion Project with juvenile offenders in southern Tehama County. The City of Corning is committed to working with the Sheriff's Office on the implementation of its three-year strategy. The City of Corning will commit staff to participate on the JAG Steering Committee.

The City of Corning will closely coordinate the proposed Adolescent Diversion Project with the Tehama County Sheriff's Office. City Councilman, Anthony Cardenas will oversee the implementation of the evidence-based recidivism reduction program. The following are the activities which the City of Corning agrees to:

1. The City of Corning will implement the Adolescent Diversion Project. The evidence-based program will offer first time offending juveniles with a range of resources such as counseling, educational supports, and other community-based services. The project will serve at least 40 juvenile offenders annually.
  
2. The City of Corning will regularly participate in the JAG Steering Committee.

The Tehama County Sheriff's Office will provide the City of Corning \$40,000 each year to implement the Adolescent Diversion Project. The following are the specific years in which the new Adolescent Diversion Project will be offered: **Year One** (March 1, 2015 – December 31, 2015); **Year Two** (January 1, 2016 – December 31, 2016); **Year Three** (January 1, 2017 – December 31, 2017).

We the undersigned, as authorized representatives of the City of Corning and the Tehama County Sheriff's Department, do hereby approve this document.

---

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

**Date**

---

**Dave Hencratt, Sheriff-Coroner**  
Tehama County Sheriff's Office

**Date**

## Operational Agreement Tehama County Sheriff Department and City of Corning

This Operational Agreement stands as evidence that the Tehama County Sheriff's Department and the City of Corning will work together to meet the goals and objectives outlined in the Tehama Justice Initiative. Specifically, the City of Corning will oversee the implementation of the evidence-based Adolescent Diversion Project with juvenile offenders in southern Tehama County. The City of Corning is committed to working with the Sheriff's Office on the implementation of its three-year strategy. The City of Corning will commit staff to participate on the JAG Steering Committee.

The City of Corning will closely coordinate the proposed Adolescent Diversion Project with the Tehama County Sheriff's Office. City Councilman, Anthony Cardenas will oversee the implementation of the evidence-based recidivism reduction program. The following are the activities which the City of Corning agrees to:

1. **Through use of the designated funds set forth below**, the City of Corning will implement the Adolescent Diversion Project **by using its best efforts to satisfy the implementation criteria set forth on the attached Exhibit "A" as a means to promote community support and diversion of youth from further labeling contact with the juvenile justice system.** The evidence-based program will offer first time offending juveniles with a range of resources such as counseling, educational supports, and other community-based services. The project will serve at least 40 juvenile offenders annually.

2. The City of Corning will regularly participate in the JAG Steering Committee.

The Tehama County Sheriff's Office will provide the City of Corning \$40,000 each year to implement the Adolescent Diversion Project. The following are the specific years in which the new Adolescent Diversion Project will be offered: **Year One** (March 1, 2015 – December 31, 2015); **Year Two** (January 1, 2016 – December 31, 2016); **Year Three** (January 1, 2017 – December 31, 2017).

We the undersigned, as authorized representatives of the City of Corning and the Tehama County Sheriff's Department, do hereby approve this document.

---

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

Date

---

Dave Hencratt, Sheriff-Coroner  
Tehama County Sheriff's Office

Date

**City Attorney's proposed additions are highlighted in red.**

## **Exhibit "A"**

[Identification of criteria to be completed by Council Member Tony Cardenas and approved by City Attorney]

**ITEM NO.: J-13  
APPROVE ENGINEERING SERVICES  
CONTRACT WITH ECHELON  
TRANSPORTATION GROUP FOR THE  
PREPARATION OF A BIKE AND  
PEDESTRIAN TRANSPORTATION  
IMPROVEMENT PLAN.**

**OCTOBER 28, 2014**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**  
**FROM: JOHN L. BREWER, AICP, CITY MANAGER**   
**PATRICK WALKER, PUBLIC WORKS DIRECTOR**  
**JOHN STOUFER; PLANNING DIRECTOR CONSULTANT**

**SUMMARY:**

The City was awarded a grant from the California Department of Transportation (Caltrans) through the Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grants Programs for the preparation of a Bike and Pedestrian Transportation Improvement Plan. This plan should ultimately lead to the adoption, initiation, and programming of transportation improvements that will assist in advancing the City's effort to improve bike and pedestrian safety, design a "wayfinding" signage system, and reduce greenhouse gas emissions.

**BACKGROUND:**

The grant amount awarded to the City from Caltrans was \$150,000 and requires the City to provide a 10% match of \$15,000 which can be used as staff time incurred during the preparation of the plan. Pursuant to Caltrans procurement requirements, Staff prepared a Request for Proposal (RFP) for the preparation of the plan as detailed in the scope of services submitted with the grant application. The RFP was sent to several different transportation consulting firms in Northern California including Sacramento and the Bay Area.

Staff from the City, Caltrans, and Tehama County Planning Department interviewed three firms that submitted proposals to prepare the plan. The interview panel recommended that Echelon Transportation Group (Echelon) from Sacramento be selected to prepare the plan. Pursuant to this recommendation Staff selected Echelon to prepare the plan and City Attorney Jody Burgess prepared the attached Engineering Services Contract between the City and Echelon.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE ENGINEERING SERVICES CONTRACT WITH ECHELON TRANSPORTATION GROUP FOR THE PREPARATION OF A BIKE AND TRANSPORTATION IMPROVEMENT PLAN.**

## ENGINEERING SERVICES CONTRACT

### ARTICLE I

#### INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Echelon Transportation Group, Inc., ("Echelon") is a licensed and existing entity under the laws of the State of California with its principal place of business located at 2523 J Street, Suite 204, Sacramento CA 95816, and is an established body that meets the necessary rules and regulations to permit the existence of a corporate engineering firm under the laws of the State of California.

The name of the "LOCAL AGENCY" is as follows:

City of Corning, California.

The Contract Administrator for LOCAL AGENCY will be Patrick Walker, Director of Public Works for the City of Corning, California.

- B. LOCAL AGENCY agrees to pay CONSULTANT a fee of *one hundred and thirty eight thousand, seven hundred and sixty four dollars* (\$138,764.00) in accordance with the attached EXHIBIT "A" (Corning Bike and Ped Transportation Improvement Plan - Man Hours and Cost Proposal, June 19, 2014) and in no event shall the fee received by CONSULTANT exceed \$150,000.00 total. LOCAL AGENCY shall make payment for services rendered within 60-days of submittal of a monthly time and material invoice. Any final payment shall not be had by CONSULTANT until such time as the State agency has approved that all work performed has been completed according to the scope of work referred to below, the project timeline, and the Fund Transfer Agreement, which is expressly incorporated as if fully set forth in this paragraph. Where a dispute exists over an invoice as declared by the district contract manager or any representative of the State with such authority to so declare, any payment due and owing may be delayed until such time as the dispute is resolved.
- C. The CONSULTANT agrees to indemnify, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability to the extent arising from the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.

- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY and as permitted under applicable law. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- I. CONSULTANT agrees to prepare Invoice Packages for submittal to the State/District Contract Manager, which shall include the Invoice, Invoice Summary, and Support Documentation of Expenditures as set forth in Section 5.07 (Invoicing) of the Environmental Justice and Community-Based Transportation Planning Grant Handbook, which is attached hereto marked EXHIBIT "B".

## ARTICLE II STATEMENT OF WORK

### A. Consultant Services

The Consultants Services are expressly set forth in the attached EXHIBIT "C" (Scope of Work) and as further identified in the Project Task Section of EXHIBIT "A" to this Contract. Additionally, any work of Consultant/Engineer that is final upon written approval of Caltrans shall remain incomplete until such approval such approval is received by the qualifying Caltrans representative.

### B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, including but not limited to the project manager and/or or district contract manager.

## ARTICLE III CONSULTANT'S REPORTS AND MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.
- C. CONSULTANT shall provide to the satisfaction of LOCAL AGENCY, and if applicable, the State progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives, which includes the obligation to prepare reports containing the information necessary to satisfy the Quarterly Reporting Requirements of Section 5.08 of the Environmental Justice and Community-Based Transportation Planning Grant Handbook (EXHIBIT "B").

**ARTICLE IV  
PERFORMANCE PERIOD**

- A. This contract shall go into effect on \_\_\_\_\_ contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator, and shall end on February 28, 2016, which is the Project Expiration Date set forth at Section 6.01 of the Environmental Justice and Community-Based Transportation Planning Grant Handbook, which section is incorporated herein by express reference as though fully set forth in this paragraph.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

**ARTICLE V**

*This Article is Intentionally Left Blank*

**ARTICLE VI  
TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract for cause upon thirty (30) calendar-days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is the dollar amount representing the monies currently due to CONSULTANT for services performed and accepted under the Contract.

**ARTICLE VII  
FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, termination, conditions, or any statute enacted by the Congress, State

Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

- C. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE VIII CHANGE IN TERMS**

- A. This contract is the entire agreement and cannot be modified or amended unless in writing and signed by all parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

#### **ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

If applicable and where legally required, Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal and such goal is legally applicable and required, CONSULTANT must meet the goal by using DBEs as sub-consultants or document a good faith effort to have met the goal. If a DBE sub-consultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE sub-consultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

#### **ARTICLE X COST PRINCIPLE**

*This Article is Intentionally Left Blank*

#### **ARTICLE XI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XII RETENTION OF RECORDS/AUDIT**

Where legally applicable, and for the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, sub-consultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

If CONSULTANT is served with a subpoena for production of records generated or arising from the terms of the Agreement or work performed under this Agreement, CONSULTANT shall immediately provide a copy of the subpoena to the LOCAL AGENCY and thereafter assist in any appropriate action to properly respond to the Subpoena; however, nothing in this AGREEMENT shall obligate LOCAL AGENCY to file any formal or informal response to a subpoena served upon CONSULTANT unless it so determines.

## **ARTICLE XIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Any dispute relating to invoicing and/or payment must be handled as set forth in Section 5.07 of the Environmental Justice and Community-Based Transportation Planning Grant Handbook (EXHIBIT "B"), and where any such dispute arises CONSULTANT agrees to cooperate with LOCAL AGENCY to provide any necessary documentation to process any challenge made by the district contract manager for reasonable cause, as defined therein.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract or any other laws applicable to claims filings made under the government tort claims filing act.

## **ARTICLE XIV AUDIT REVIEW PROCEDURES**

*This Article is Intentionally Left Blank*

**ARTICLE XV  
SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to sub-consultants.
- C. Any substitution of sub-consultants must be approved in writing by LOCAL AGENCY'S Contract Administrator prior to the start of work by the sub-consultant.

**ARTICLE XVI  
PLANNING RELATED EXPENSES AND EQUIPMENT PURCHASE**

All project costs shall comply with 49 CFR, part 18, and 2 CFR, Part 225 as set forth in Section 5.03 of the of the Environmental Justice and Community-Based Transportation Planning Grant Handbook, which section is incorporated herein by express reference as though fully set forth in this paragraph. Those items listed as Ineligible Expenses under Section 5.04 of the Environmental Justice and Community-Based Transportation Planning Grant Handbook (EXHIBIT "B"), are not compensable expenses and considered a cost borne by CONSULTANT.

**ARTICLE XVII  
INSPECTION OF WORK AND QUARTERLY REPORTING**

- A. CONSULTANT and any sub-consultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- B. CONSULTANT shall prepare quarterly reporting in the form and content set forth in Section 5.08 of the Environmental Justice and Community-Based Transportation Planning Grant Handbook, which section is incorporated herein by express reference as though fully set forth in this paragraph.

**ARTICLE XVIII  
SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe

operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. If applicable, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence. Any of insurance herein is the responsibility of CONSULTANT.

Prior to CONSULTANT engaging in a scope of work that potentially and reasonably carry liability exposure at a sum over ten percent of the maximum limits of insurance obtained by CONSULTANT under the terms of this Agreement, CONSULTANT shall first advise LOCAL AGENCY of the potential for underinsurance prior to agreeing to the commencement of such work.

- B. The Certificate of Insurance will provide:
  - 1. That the insurer will not cancel the insured's coverage without 30-days prior written notice to LOCAL AGENCY with an endorsement on the policy of insurance stating such.
  - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
  - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. CONSULTANT shall acquire and maintain throughout the term of this contract an Automobile Liability Insurance policy with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- E. CONSULTANT shall acquire and maintain throughout the term of this contract worker's compensation insurance for the minimum amounts required under California law.

**ARTICLE XX  
OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract or termination, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXI  
CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

**ARTICLE XXII  
CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY'S operations, which are designated confidential by LOCAL AGENCY and made available

to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion unless directed by The LOCAL AGENCY or otherwise necessary for the performance of CONSULTANT'S work set forth in this Contract.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXIII**

#### **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXIV**

#### **STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract Consultant and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if

set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

#### **ARTICLE XXV**

##### **DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 29 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XXVI**

##### **STATE PREVAILING WAGE RATES**

- A. Where applicable, CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE XXVII**

##### **CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXVIII  
REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XXIX  
PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING**

*This Article is Intentionally Left Blank*

**ARTICLE XXX  
NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**

Echelon Transportation Group, Inc.  
2523 J Street, Suite 204  
Sacramento, California 95816

**LOCAL AGENCY:**

City of Corning, California  
*Patrick Walker, Director of Public Works*  
794 Third Street  
Corning, California 96021

**ARTICLE XXXI  
CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXII  
SIGNATURES**

Approved as to form:

\_\_\_\_\_  
City Attorney  
City of Corning

\_\_\_\_\_  
Date

CITY OF CORNING

\_\_\_\_\_  
John L. Brewer, AICP  
City Manager

\_\_\_\_\_  
Date

CONSULTANT

\_\_\_\_\_  
Echelon Transportation Group, Inc.  
Adrian B. Engel, PE, LEED, AP,  
(Principal)

\_\_\_\_\_  
Date

**ITEM NO. J-14  
AGREEMENT WITH COUNTY OF  
TEHAMA FOR INSTALLATION OF  
ADA AUTOMATIC DOOR OPENER  
FOR ACCESS TO COUNCIL  
CHAMBERS**

**OCTOBER 28, 2014**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CORNING CALIFORNIA**  
**FROM: JOHN L. BREWER, AICP; CITY MANAGER** 

**SUMMARY:**

Staff recommends the City Council approve the attached agreement with the County of Tehama that will provide funds to install an Americans with Disabilities Act (ADA) accessible door opener and push pad on the exterior glass door leading into the City Council Chambers corridor.

**BACKGROUND:**

The Tehama County Clerk is responsible for conducting elections in the County. Corning City Hall is used as an official polling place. The County Clerk has funds to improve accessibility to polling places for disabled persons. With the agreement, they will pay for the installation of an automatic door opener, similar to the one we installed at the Finance Dept. in May of 2013, and offer the attached agreement to authorize the work on a City property.

Also note attached estimate from Moule Tehama County Glass for the installation for the same amount as cited in the agreement.

**STAFF RECOMMENDATION:**

**That the City Council:**

- **APPROVE THE ATTACHED AGREEMENT WITH THE COUNTY OF TEHAMA FOR INSTALLATION OF AN ADA AUTOMATIC DOOR OPENER AND PUSHPADS FOR THE ACCESS DOOR TO THE CITY COUNCIL CHAMBERS AND AUTHORIZE THE MAYOR OR CITY MANAGER TO SIGN IT ON BEHALF OF THE CITY OF CORNING**

AGREEMENT BETWEEN THE CITY OF CORNING ("CITY") AND THE COUNTY  
OF TEHAMA ("COUNTY") FOR EXPENDITURE OF CERTAIN HAVA POLLING PLACE  
ACCESSIBILITY TRAINING PROGRAM GRANT FUNDS

RECITALS

WHEREAS, the County is the recipient of HAVA Polling Place Accessibility Training Program grant funds (the "Grant"), which is included in the Tehama County Elections' Department Fiscal Year 2014/2015 budget; and

WHEREAS, the HAVA Polling Place Accessibility Training Program provides funding for making polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections; and

WHEREAS, the County has authorized the disbursement of \$4,890.58 in HAVA Polling Place Accessibility Training Program grant funds to City, to assist City's purchase of an AHS ADA Automatic Door Opener and Pushpads (the "Equipment") for Corning City Hall, 794 Third St., Corning, CA 96021.

AGREEMENT

In consideration of the Recitals above and the terms and conditions set forth herein, the parties agree as follows:

1. Payment of Funds: County will transfer to City the sum of \$4,890.58 within thirty (30) days after City presents an invoice to County for the Equipment. City shall include with its invoice a copy of the invoice or similar documentation from the vendor of the Equipment showing the purchase price of the Equipment. Upon tender of the aforementioned \$4,890.58. County's obligations under *this* Agreement shall be fully performed, and County shall have no further obligation to City. In no event shall County's obligation under this Agreement exceed \$4,890.58.
2. Use of Funds: City will use the funds to be paid by County solely for the purchase of the Equipment. City will complete purchase of the Equipment by December 15, 2014. In the event City does not purchase the Equipment by December 15, 2014, County's obligation for payment shall be null and void, and upon written demand by County, City shall return any funds it has received from County and not spent on the purchase of the Equipment to County within thirty (30) days of mailing of written demand of County.
3. Use of Equipment: City shall inform the County in writing of the physical location of the Equipment within ten (10) days after purchase. The Equipment shall be available for the use and benefit of all individuals with the full range of disabilities that enhance access and participation in elections.

4. Term and Termination: This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire upon City's lawful disposition of the Equipment in accordance with the terms of this Agreement. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased. County may terminate this Agreement in the event City becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of *this* Agreement, funds previously received from County, which have not been spent by City on purchase of the Equipment, shall be returned to County by City within thirty (30) days of termination. County's right to terminate this agreement may be exercised by County's Clerk and Recorder.
5. Compliance with Applicable Law and Grant Requirements: City will comply with all Federal, State, and local laws and ordinances which are or may be applicable to the purchase of the Equipment to be undertaken by City. City has read and understands the Grant and will comply with and require any Vendor of the Equipment to comply with all laws, regulations and guidance documents that apply to the Grant.
6. Independent City Liability: City is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the City's employees, associates, agents, and contractors, if any, in connection with the purchase of the Equipment.
7. Entire Agreement: Modification: This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. City shall be entitled to no other benefits other than those specified herein. No changes amendments or alterations shall be effective unless in writing and signed by both parties. City specifically acknowledges that in entering into and executing this agreement, City relies solely upon the provisions contained in this agreement and no others.
8. Non-assignment of Agreement: City may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County
9. No Third Party Beneficiary: Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.
10. Indemnity:

The City shall defend, indemnify, and hold the County, its elected officials, officers, and employees, harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the purchase of the Equipment or the use, operation and maintenance of the Equipment, except to the extent that such claims, suits, losses, damages and liability for damages are caused by the sole negligence or willful misconduct of the County, its elected officials, officers, or employees, in which case, the County shall hold

harmless, defend, indemnify, and hold the City, its elected officials, officers, and employees against such claims, suits, losses, damages and liability for damages to the extent of the County's negligence or willful misconduct.

The obligations of indemnity set forth above include the duties to defend set forth in California Civil Code Section 2778. These obligations to defend and indemnify shall survive the expiration or termination of this Agreement and shall remain in full force and effect. Within thirty (30) days after the Effective Date of this Agreement, City shall provide proof in a form satisfactory to the County's Risk Manger of participation in a self-insurance program, or proof of insurance sufficient to meet City's defense and indemnification obligations herein.

- 11. Document Retention and Inspection: City shall maintain complete and accurate records regarding all matters covered under this Agreement, and shall retain these records for three years or the retention period required by law, whichever is longer. Upon request, City shall make these records available for inspection by representatives of the County.
- 12. Law and Venue: This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

On dates listed below, the parties agreed to the terms, conditions and covenants set forth above.

**CITY OF CORNING**  
**("CITY")**

**Dated:** \_\_\_\_\_

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

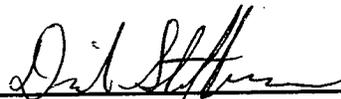
**COUNTY OF TEHAMA**  
**("COUNTY")**

**Dated:** \_\_\_\_\_

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

**Approved as to form:**

**Dated:** 10-23-14

  
\_\_\_\_\_  
**County Counsel, County of Tehama**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**City Counsel, City of Corning**

**MOULE'S TEHAMA COUNTY GLASS, INC.**  
**515 SYCAMORE STREET**  
**RED BLUFF CA 96080**  
**(530)529-0260 Fax:(530)529-1741**  
**Tax# 52-2456407**

**Quote: 6394**  
**Date:10/02/2014**

Customer

COUNTY OF TEHAMA  
 ADMINISTRATION DEPT  
 727 OAK ST  
 RED BLUFF CA 96080

Ph:(530)527-4630

|         |       |    |             |
|---------|-------|----|-------------|
| Csr:CSR | Tech: | PO | TermsNET 15 |
|---------|-------|----|-------------|

Job:CITY OF CORNING

| Qty  | Part / Description   | Material | Labor    | Item Total |
|------|--|----------|----------|------------|
| 1.00 | AHS ADA EZ OPEN - PRO KIT FOR WIRELESS AUTOMATIC OPENER WITH 4 WIRELESS PUSHPADS | 2,450.89 | 0.00     | 2,450.89   |
| 1.00 | PREVAILING WAGE -  | 0.00     | 2,000.00 | 2,000.00   |
| 1.00 | FREIGHT -  | 0.00     | 100.00   | 100.00     |
| 2.00 | 2 EXTRA WIRELESS - PUSHPADS  | 72.50    | 0.00     | 145.00     |

Notes: **PO START JOB SIGN BELOW, NEED 2 WEEK LEAD TIME.**

Job Site: 794 3RD ST  
 CORNING CA  
 City Hall Corning  
 Contact John or Patrick 824-7034

Your flat invoice message here.

Signature \_\_\_\_\_

| Material | Labor    | Tax    | Total    | Payments | Balance  |
|----------|----------|--------|----------|----------|----------|
| 2,595.89 | 2,100.00 | 194.69 | 4,890.58 | 0.00     | 4,890.58 |