

**CITY OF CORNING  
CITY COUNCIL AGENDA**



**TUESDAY, SEPTEMBER 25, 2007  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Hill  
Dickison  
Zuniga  
Turner  
Strack**

**Mayor:**

**C. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS:**

**1. Veterans of Foreign Wars "2007 Buddy Poppy Sales Days" November 2<sup>nd</sup> – 3<sup>rd</sup>, 2007. (Gene May will be present to accept the Proclamation.)**

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

**E. 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 11, 2007 meetings with any necessary corrections.**

**4. September 19, 2007 Claim Warrant - \$178,891.97.**

**5. September 19, 2007 Business Licenses.**

**6. September 2007 Treasurers Report.**

**THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER**

7. Adopt Resolution No. 09-25-07-01 Approving the Tehama County Sanitary Landfill Agency Application for a Farm & Ranch Solid Waste Cleanup and Abatement (Tire Cleanup) Grant for 21640 Davis Road, Corning.
8. Authorize Staff to Negotiate a Farming Lease with Martin Spannaus for the Ten Acres Located at 642 Blackburn Avenue and Authorize the City Manager to Sign the Lease Agreement.
9. Award Bid to Redding Freightliner for purchase of a new 2008 Dump Truck in the amount of \$63,821.25.
10. Approve Synthesis Design Group Agreement for design and technical assistance in the amount of \$8,680 for TEA Streetscape Projects and authorize the City Manager to sign Agreement.

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

G. **PUBLIC HEARINGS AND MEETINGS:** Any person may speak on items scheduled for hearing at the time the Mayor declares the Hearing open. **ALL LEGAL NOTICES PUBLISHED IN ACCORDANCE WITH LAW.**

H. **REGULAR AGENDA:** All items listed below are in the order which we believe are of most interest to the public at this meeting. However, if anyone in the audience wishes to have the order of the Agenda changed, please come to the podium, state your name and address, and explain the reason you are asking for the order of the Agenda to be changed.

11. Caltrans Presentation and Discussion of Fixed 5 "Origin and Destination Traffic Study".

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

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

K. **REPORTS FROM MAYOR AND COUNCILMEMBERS:**

12. Hill:
13. Dickison:
14. Zuniga:
15. Turner:
16. Strack:

L. **ADJOURNMENT!**

**POSTED: SEPTEMBER 21, 2007**

**THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER**

**PROCLAMATION  
VETERANS OF FOREIGN WARS  
"2007 BUDDY POPPY SALES DAYS"  
NOVEMBER 2 - 3, 2007**

**WHEREAS**, the annual sale of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by government leaders since 1922; and

**WHEREAS**, V F W Buddy Poppies are assembled by disabled veterans, and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

**WHEREAS**, the basic purpose of the annual sale of Buddy Poppies by the Veterans of Foreign Wars and their Auxiliary is eloquently reflected in the desire to "Honor the Dead by Helping the Living";

**NOW, THEREFORE** I, Gary R. Strack, as Mayor of the City of Corning, **DO HEREBY PROCLAIM NOVEMBER 2 - 3, 2007 as "2007 BUDDY POPPY SALES DAYS"** in the City of Corning. I encourage the citizens of Corning to recognize the merits of this cause by contributing generously to its support through the purchase of Buddy Poppies on the days set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead. I also urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this County who have risked their lives in defense of the freedoms that we continue to enjoy as American Citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 25<sup>th</sup> day of September 2007.

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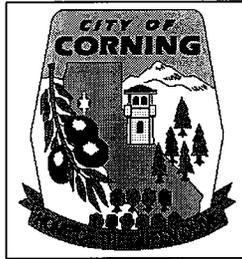
Gary R. Strack, Mayor

ATTEST:

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Lisa M. Linnet, City Clerk

**CITY OF CORNING  
CITY COUNCIL MINUTES**



**TUESDAY, SEPTEMBER 11, 2007  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Hill  
Dickison  
Zuniga  
Turner  
Strack**

**Mayor:**

All Councilors were present.

**C. INVOCATION AND PLEDGE OF ALLEGIANCE:**

City Manager Stephen Kimbrough led the Pledge of Allegiance. Mayor Strack called for a moment of silence in memory of those that perished six years ago today and Pastor Rob Kee of the Harvest Christian Church gave the invocation.

**D. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS:**

**1. National Alcohol and Drug Addiction Recovery Month and September 15, 2007 as "City of Corning Recovery Happens Day".**

City Clerk Lisa Linnet read the Proclamation and Mayor Strack presented it to Alcohol Advisory Board Chairperson Pat Rasmussen and Sharon Bailey, Board Member.

**2. September 15, 2007 through September 22, 2007 Disabled Veteran's Forget-Me-Not Days in the City of Corning.**

City Clerk Lisa Linnet read the Proclamation and Mayor Strack presented it to Jim Darrow, Treasurer of J.E. Wilson Chapter 115 of Disabled Veterans.

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

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

**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 August 28, 2007 meeting with any necessary corrections.**

**5. September 5, 2007 Claim Warrant - \$140,919.08.**

**6. September 5, 2007 Business Licenses.**

**7. Wages and Salaries for August 2007 in the amount of \$486,378.89.**

8. **Building Permit Valuation Report - \$5,016,925.66.**
9. **Release of Safe Routes to School Contract Retention Fees in the Amount of \$24,180.**
10. **Approve Corning Recreational Activities Contact List.**
11. **August 2007 Wastewater Treatment Plant Summary Report.**
12. **Award Bid for Installation Chain Link Fencing for Security of the Blackburn Well to Mike's Fence Company in the Amount of \$14,910.**

Councilor Hill asked to pull item 10 for further discussion. With no other discussion Councilor Turner motioned to approve items 3-9 and 11-12. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

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

**10. Approve Corning Recreational Activities Contact List.**

Councilor Hill stated that she would like to return the listing to the Recreation Commission for further research because the list is incomplete. She stated that the annual pet show, various church activities, and school-sponsored camps such as cheerleading are not on the list. Mayor Strack confirmed that upon acceptance and completion of the list of recreational activities available in the City, the list shall be placed on the City Web Site so that the public could access to find out what activities are available within the City.

Councilor Turner recommended that the Recreation Commission contact the Ministerial Association to obtain a listing of the various church sponsored activities available. Councilor Zuniga asked if participation in church related recreational activities would require church membership, Councilor's Hill and Turner stated not necessarily. Mayor Strack and Councilor Hill also stated that possibly there are local contacts other than those listed for Girl Scouts and Boy Scouts.

By Council consensus, it was decided to return the list to the Recreation Commission for further research.

**H. PUBLIC HEARINGS AND MEETINGS:**

13. **Vesting Tentative Tract Map No. 07-1004; Shaan Estates; to Create 14 Single-Family Residential Parcels in an R-1 Zoning District. Located on the North Side of Blackburn Avenue and approximately 140 feet east of Marguerite Avenue. APN 75-310-42, approximately 2.74 acres. Hirday Singh, applicant.**

Mayor Strack introduced this item by title and Planning Director John Brewer gave a brief explanation of the project stating that the project proposes 14 single-family residential lots on the north side of Blackburn Avenue. The Planning Commission recommended approval on August 21, 2007 with 42 recommended Conditions of Approval and 5 Findings. Mr. Brewer then noted that a representative from the Engineering Group was present to answer any questions the Council might have of the applicant. Mayor Strack then opened the Public Hearing.

Mayor Strack stated that he has discussed a few things such as fencing, additionally he would like to see the driveways for lots 1 and 14 that front Blackburn Avenue set back so that they are not right at the intersection for safety. Mayor Strack noted that the City is not allowing them to come out on Blackburn Avenue, which is good. Mr. Brewer suggested possibly adding a 43<sup>rd</sup> Condition of Approval stating that the homes constructed on lots 1 and 14 shall have the garages positioned to the north side of the dwellings.

Councilor Hill asked if emergency vehicles would be able to access the homes in the back if vehicles parked on the street, if not she suggested possibly installing a red curb area. Planning Director Brewer deferred to Fire Chief Pryatel to respond to this question. Chief Pryatel stated he did not think emergency access would be a problem. Councilor Turner asked about drainage

retention; Mr. Brewer explained the proposed drainage system and the City's standard requirements. Mr. Turner confirmed that the runoff would drain to the northeast.

Councilor Hill asked why the City is considering a vesting tentative map when the City is considering fee changes supposedly this year. If we approve this vesting tentative map, could they go two years and then get a continuance for an additional two years for a total of four years and the development fees charged would be the same as when the project was first approved regardless of whether the fees have increased? If this is the case, then a vesting tentative map with extensions could be utilized to avoid payment of increased fees. She stated that this is possibly something the City should consider. Mr. Brewer stated that possibly the City could add a condition on Vesting Tentative Map applications which states that payment of Development Fees are required at the time an extension application is submitted. Councilor Hill stated that she had discussed this with some developers and found that some Cities require payment of fees in advance, rather than upon issuance of certificate of occupancy. Mr. Brewer stated that the City could require payment of Development Fees when the Building Permit is issued. Public Works Director Tom Russ stated that currently the developer has a choice of when to pay the fees, either at the time the permit is issued or upon issuance of Certificate of Occupancy. Mr. Brewer asked the City Attorney if the City could specify when the Development Fees are to be paid. City Attorney Mike Fitzpatrick stated that no adjustment could be applied during the possible four years if a vesting tentative map were approved.

Councilor Turner confirmed that the application of fees could not be altered without amending the Ordinance and a Public Hearing. Councilor Hill asked that since we currently don't have the "Fixed 5 Fees" numbers yet, that the developer is subject to whatever "Fixed 5 Fee" numbers come up, or are they subject to 0 dollars since we currently don't have a number. Mayor Strack stated that this was one of the conditions. Mr. Brewer stated that the developer would be required to pay whatever fee the City of Corning implements in relation to the Fixed 5 fees.

With no other discussion, Mayor Strack closed the public hearing. Councilor Dickison motioned to approve Vesting Tentative Tract 07-1004; adopt the five (5) Findings, and adopt the 42 Conditions of Approval and add Condition 43 that states lots 1 and 14 shall have garages positioned to the north side of the dwellings. Councilor Zuniga seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

#### **I. REGULAR AGENDA:**

Mayor Strack announced the need to add a Resolution to the Agenda as it was submitted after the Agenda was closed and sent out. City Manager Stephen Kimbrough explained that this item was received at the League of California Cities Convention and could benefit the surrounding communities. Councilor Hill motioned to add the Resolution to the Agenda as an urgency item. Councilor Dickison seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

#### **14. Extension Request; Tentative Tract Map-Blackburn Circle Subdivision, Alexander-Leggett Properties; Located on the North Side of Blackburn Avenue, and approximately 660 feet east of the Marguerite Avenue Intersection. APN 75-080-19; approximately 20 acres.**

Mayor Strack introduced this item by title and Planning Director Brewer gave a brief explanation of the project and the reason for the extension request. Councilor Hill asked how many extensions this project has received and how many are allowed; Mr. Brewer responded stating that by City Ordinance they are allowed two years and an additional two year extension for a total of four years.

Councilor Turner confirmed with Mr. Brewer that these lots were substandard, under the 6,000 square foot minimum.

Councilor Hill motioned to approve a two-year extension to the Tentative Map initially approved on August 9, 2005 for Alexander-Leggett Properties as requested in the extension request submitted July 11, 2007. Councilor Dickison seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

**15. Resolution No. 09-11-07-01, a Resolution of the City Council of the City of Corning in Support of Locating the New Cyberspace Command Center to Beale Air Force Base.**

Mayor Strack introduced this item stating that City Manager had briefly explained the reasoning for the Resolution; he then asked if anyone else had any questions. With not further discussion Councilor Hill motioned approval of Resolution No. 09-11-07-01. Councilor Dickison seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

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

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

**L. REPORTS FROM MAYOR AND COUNCILMEMBERS:**

**15. Hill:** Report on the League of CA Cities Convention and thanked the City for sending her. She also announced that she was voted the first Vice President of the Sacramento Valley Division of the League of CA Cities.

**16. Dickison:** Thanked the City for sending her to the League of California Cities convention, she stated that she would be attending a LAFco meeting tomorrow.

**17. Zuniga:** None.

**18. Turner:** Report on attendance at the General Plan meeting at the Memorial Hall. He stated that it would be very fortunate if it was adopted and in place by mid spring because he believes there might be some legal issues. Mayor Strack stated that City Planning Director John Brewer also attended this meeting. Mayor Strack asked Mr. Brewer if there was anything that he felt the City should be aware of, or as a City should be looking at? Mr. Brewer stated that the City has previously reviewed the planned land use element for the areas Sphere of Influence. The and one thing that he had noticed that he believed was a change from what the Mayor had communicated to George Robison was relative to those properties that ajoin South Avenue that are outside of the City between Toomes Avenue and Kirkwood Road/Railroad, these properties still appear as Rural Small Lot Residential. He and Councilor Turner stated that there would be a 45 day solicitation period in November for additional commentary and then two public meetings by the Board with some requests that this be expanded to five meetings so that one could be held in each Supervisory District.

Councilor Turner stated that a concern mentioned was driveways off of South Avenue. Mayor Strack stated that the Council needed to obtain some information from Mr. Brewer and possibly the City Council could respond as a unit. City Manager Kimbrough stated that a joint meeting would be held on October 3<sup>rd</sup> and that the City and Council could prepare and present something then. Both Councilor Turner and Planning Director Brewer stated that one of the issues is smaller lots.

**19. Strack:** Stated that he spent the last 8 days in New York. Mayor Strack commented that Corning is a great place to live. He informed the Council on the practices utilized in New York for garbage collection and provided pictures of the stacked bags of garbage on the streets.

**M. ADJOURNMENT! 8:23 p.m.**

  
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Lisa M. Linnet, City Clerk



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** September 19, 2007

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, September 25, 2007 Council Meeting

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**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

A.	Cash Disbursements	Ending	09-19-07	\$	139,305.67
B.	Payroll Disbursements	Ending	09-12-07	\$	39,586.30
<b>GRAND TOTAL</b>				<b>\$</b>	<b><u>178,891.97</u></b>

REPORT.: Sep 19 07 Wednesday  
 RUN....: Sep 19 07 Time: 12:13  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 09-07 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
004873	09/07/07	TEH04	TEHAMA L.A.F.C.O.	1000.00	.00	1000.00	070907	ANNEXATIONS-PLANNING
004874	09/10/07	EX000	EXOTIC CAR AUDIO &	2399.85	.00	2399.85	A36727	VEHL REPL-POLICE
004875	09/11/07	CEN13	CENTRAL COAST LAW	725.00	.00	725.00	070831	CADET PROGRAM-POLICE
004876	09/11/07	DAY04	DAYS INN -SAN LUIS OBISPO	1143.25	.00	1143.25	070831	CADET PROGRAM-POLICE
004877	09/12/07	AIR00	AIRGAS NCN	26.43	.00	26.43	102077456	MAT & SUPPLIES-FIRE
004878	09/12/07	ALL09	ALL VALLEY SEPTIC SVCS.	160.88	.00	160.88	1265	MAT & SUPPLIES-PARKS
004879	09/12/07	APP01	APPLY-A-LINE INC.	7218.90	.00	7218.90	38853	Thermo Plastic Streets
004880	09/12/07	ATT10	AT&T	1107.75	.00	1107.75	T6934446	COMMUNICATIONS
004881	09/12/07	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0707181	ProfServices Water Dept
004882	09/12/07	CHI01	CHICO ENTERPRISE RECORD	591.40	.00	591.40	070820	PRINT/ADV-CITY CLERK
004883	09/12/07	COM01	COMPUTER LOGISTICS, INC	265.44	.00	265.44	35149	MACH/EQUIP-FINANCE
				9621.40	.00	9621.40	35150	MACH/EQUIP-FINANCE
				116.67	.00	116.67	35166	COMMUNICATIONS-POLICE
				1683.83	.00	1683.83	35181	Equip REPLAC-POLICE
				24.00	.00	24.00	35348	COMMUNICATIONS-FIRE
				24.00	.00	24.00	35352	Equip.Maint.-GEN. CITY
				343.20	.00	343.20	35359	COMP/EQUIP/SOFT-CITY ADMI
			Check Total.....:	12078.54	.00	12078.54		
004884	09/12/07	COR07	CORBIN WILLITS SYSTEMS	130.00	.00	130.00	000A70831	MACH. EQUIP-FINANCE
004885	09/12/07	COR12	CORNING FORD MERCURY, INC	1878.59	.00	1878.59	108136	Veh Opr/Maint-ACO
				160.06	.00	160.06	111302	Veh Opr/Maint-POLICE
				638.09	.00	638.09	110262A	Veh Opr/Maint-POLICE
			Check Total.....:	2676.74	.00	2676.74		
004886	09/12/07	FIT01	FITZPATRICK LAW OFFICES	553.23	.00	553.23	070904	City Attny Srvs LegalServ
004887	09/12/07	FOO01	FOOTHILL READY MIX	257.40	.00	257.40	708317	Mat/Supplies-SWR
004888	09/12/07	GRA02	GRAINGER, W.W., INC	489.83	.00	489.83	944018707	MAT & SUPPLIES-PARKS
				98.76	.00	98.76	944559918	MAT & SUPPLIES-WTR
			Check Total.....:	588.59	.00	588.59		
004889	09/12/07	HOL04	HOLIDAY MARKET #32	3.41	.00	3.41	18244	Mat/Supplies-PARKS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
004890	09/12/07	LIN02	LINNETS TIRE SHOP	609.80	.00	609.80	46207	Veh Opr/Maint-POLICE
004891	09/12/07	NOR31	NORM'S PRINTING	61.67	.00	61.67	003964	OFFICE SUPPLIES-CITY COUN
004892	09/12/07	PGE01	PGE&E	298.97	.00	298.97	070903	Electricity-SEWER
004893	09/12/07	PGE03	PGE&E	18.10	.00	18.10	070904	Mat/Supplies PoliceServic
004894	09/12/07	PGE04	PGE&E	617.26	.00	617.26	070903	TranspFacility
004895	09/12/07	PGE05	PGE&E	1871.55	.00	1871.55	070903	FIRE DEPT-GAS & ELECT
004896	09/12/07	PGE2A	PGE&E	123.08	.00	123.08	070903	ELECTRICITY-MCDONALD & MA
				93.46	.00	93.46	070905	ELECTRICITY-CLELAND
			Check Total.....:	216.54	.00	216.54		
004897	09/12/07	PHI01	PHIL'S AUTOMOTIVE	32.00	.00	32.00	10376	Veh Opr/Maint-FIRE
004898	09/12/07	PUB03	PUBLIC SAFETY CENTER, INC	537.56	.00	537.56	129933IN	EQUIP. MAINT.-FIRE
				-537.56	.00	-537.56	129933INU	Ck# 004898 Reversed
			Check Total.....:	.00	.00	.00		
004899	09/12/07	RED01	RED BLUFF DAILY NEWS	220.33	.00	220.33	070820	Print/Advert. City Clerk
004900	09/12/07	RED07	REDDING OIL COMPANY	2673.47	.00	2673.47	070831	VEH OP/MAINT-POLICE
004901	09/12/07	STI00	STI-CO	304.45	.00	304.45	000009631	VEH REPL-POLICE
004902	09/12/07	TEH15	TEHAMA CO SHERIFF'S DEPT	98.00	.00	98.00	070905	PROF. SVCS-POLICE
004903	09/12/07	THO01	THOMES CREEK ROCK CO	1323.70	.00	1323.70	070831	Mat/Supplies
004904	09/12/07	TRIO2	TRI-COUNTY NEWSPAPERS	66.60	.00	66.60	5508	Print/Advert. City Clerk
				66.60	.00	66.60	5513	Print/Advert. City Clerk
				66.60	.00	66.60	5514	Print/Advert. City Clerk
				66.60	.00	66.60	5515	Print/Advert. City Clerk
				177.60	.00	177.60	5517	Print/Advert. City Clerk
				284.80	.00	284.80	016283970	Print/Advert. City Clerk
			Check Total.....:	728.80	.00	728.80		
004905	09/12/07	UNI02	UNIFORMS, TUXEDOS & MORE	14.85	.00	14.85	73322	CADET PROGRAM-POLICE
004906	09/12/07	USA01	USA BLUE BOOK	798.17	.00	798.17	442025	BUTTE WELL-WTR CAP IMPROV
004907	09/12/07	VAL01	VALLEY INDUSTRIAL COMM.	104.40	.00	104.40	87447	EquipReplacemnt-Police

REPORT.: Sep 19 07 Wednesday  
 RUN....: Sep 19 07 Time: 12:13  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 09-07 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
004908	09/12/07	CAR03	CARDENAS, ANTHONY	210.00	.00	210.00	070912	MAT & SUPPLIES-PAL
004909	09/17/07	HO001	TERRY HOOFARD	79.37	.00	79.37	070914	MAT & SUPPLIES-BLD. MAINT
004910	09/17/07	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0707387	ProfServices Water Dept
004911	09/17/07	CHE02	CHEM QUIP, INC.	476.49	.00	476.49	2029461IN	MAT & SUPPLIES-PARKS
				537.96	.00	537.96	2029462IN	MAT & SUPPLIES-WTR
			Check Total.....:	1014.45	.00	1014.45		
004912	09/17/07	CHI05	CHICO SHRED	40.00	.00	40.00	19207	Equip.Maint. General City
004913	09/17/07	CLA01	CLARKS DRUG STORE	42.43	.00	42.43	24112	MAT & SUPPLIES-ACO
004914	09/17/07	COM01	COMPUTER LOGISTICS, INC	16.00	.00	16.00	35173	Equip.Maint.-GEN. CITY
				22.00	.00	22.00	35177	COMMUNICATIONS-POLICE
			Check Total.....:	38.00	.00	38.00		
004915	09/17/07	DEP12	DEPT OF JUSTICE	140.00	.00	140.00	639981	PROF SVCS-POLICE
				132.00	.00	132.00	640366	PROF SVCS-POLICE
			Check Total.....:	272.00	.00	272.00		
004916	09/17/07	ECO01	ECO RESOURCES, INC.	48089.10	.00	48089.10	15683	ProfServices WTP
004917	09/17/07	JES10	JESSEE HEATING & AIR, INC	60.00	.00	60.00	044394	MAT & SUPPLIES-AIRPORT
				234.00	.00	234.00	044469	MAT & SUPPLIES-BLD. MAINT
			Check Total.....:	294.00	.00	294.00		
004918	09/17/07	LIN02	LINNETS TIRE SHOP	119.99	.00	119.99	46322	Veh Opr/Maint-POLICE
004919	09/17/07	MCI01	MCI	42.20	.00	42.20	06611621	Communications
004920	09/17/07	NOR31	NORM'S PRINTING	559.45	.00	559.45	003931	OFFICE SUPPLIES-FINANCE
004921	09/17/07	PUR02	PURCHASE POWER	39.99	.00	39.99	070907	COMMUNICATIONS-GEN. CITY
004922	09/17/07	QUI02	QUILL CORPORATION	200.00	.00	200.00	4500204	Office Supplies-FINANCE
				1.82	.00	1.82	4500205	Office Supplies-FINANCE
			Check Total.....:	201.82	.00	201.82		
004923	09/18/07	APP01	APPLY-A-LINE INC.	1386.60	.00	1386.60	38920	Thermo Plastic Streets
004924	09/18/07	ARA02	ARAMARK UNIFORM SRV. INC.	40.99	.00	40.99	3928330	Mat/Supplies

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
004924	09/18/07	ARA02	ARAMARK UNIFORM SRV. INC.	40.99	.00	40.99	3931310	Mat/Supplies
Check Total.....:				81.98	.00	81.98		
004925	09/18/07	BRO04	BROWN WELDING, K.R.	6.11	.00	6.11	17677	MAT & SUPPLIES-WTR
004926	09/18/07	COR10	CORNING GLASS & MIRROR	472.01	.00	472.01	27430	EQUIP REPLAC.-FIRE CAP RE
004927	09/18/07	COR11	CORNING SAFE & LOCK	9.64	.00	9.64	1860	MAT & SUPPLIES-BLD. MAINT
004928	09/18/07	DEL04	DELL SERVICE SALES	165.00	.00	165.00	2YP1361	EQUIP MAINT-FINANCE
004929	09/18/07	ECO01	ECO RESOURCES, INC.	2553.27	.00	2553.27	15678	ProfServices WWTP
				449.17	.00	449.17	15510DB	ProfServices WWTP
Check Total.....:				3002.44	.00	3002.44		
004930	09/18/07	GAL02	GALL'S INC	200.27	.00	200.27	590412620	CADET PROGRAM-POLICE
004931	09/18/07	HOL04	HOLIDAY MARKET #32	144.87	.00	144.87	18459	Mat/Supplies
004932	09/18/07	JES10	JESSEE HEATING & AIR, INC	340.00	.00	340.00	044400	MAT & SUPPLIES-BLD. MAINT
004933	09/18/07	INC01	LN CURTIS & SONS	3270.00	.00	3270.00	113359902	EQUIP REPLAC.-FIRE CAP RE
004934	09/18/07	PUB03	PUBLIC SAFETY CENTER, INC	515.02	.00	515.02	129933INA	EQUIP MAINT-FIRE
004935	09/18/07	QUI02	QUILL CORPORATION	111.45	.00	111.45	9834828	Office Supplies-FINANCE
				15.43	.00	15.43	9837491	Office Supplies-FINANCE
Check Total.....:				126.88	.00	126.88		
004936	09/18/07	EXO00	EXOTIC CAR AUDIO &	1526.00	.00	1526.00	A2684	VEH REPL.-POLICE
004937	09/19/07	CAL09	CALIF PEACE OFFICERS ASSN	320.00	.00	320.00	070918	Traing/Educ. PoliceServic
004938	09/19/07	CAN01	PALA CANTRELL	263.28	.00	263.28	070918	CONF/MTGS-FINANCE
004939	09/19/07	COR07	CORBIN WILLITS SYSTEMS	694.00	.00	694.00	070918	TRAINING/ED-FINANCE
004940	09/19/07	COR12	CORNING FORD MERCURY, INC	138.11	.00	138.11	113285	Veh Opr/Maint-ACO
004941	09/19/07	ECO01	ECO RESOURCES, INC.	2612.80	.00	2612.80	15706	ProfServices WWTP
004942	09/19/07	ENT01	ENTENMANN-ROVIN CO.	43.60	.00	43.60	0033650IN	UNIFORM/CLOTH-POLICE
004943	09/19/07	FIT01	FITZPATRICK LAW OFFICES	67.48	.00	67.48	070918	BOOKS/PERIODICS-LGL SVCS
004944	09/19/07	FOR01	FOREMOST PROMOTIONS	362.18	.00	362.18	5572	SCHOOL PROGRAMS-POLICE

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 09-07 Bank Account.: 1020

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
004945	09/19/07	FRE02	FREMONT MARRIOTT HOTEL	514.08	.00	514.08	070918	CONF/MTGS-FINANCE
004946	09/19/07	GRA02	GRAINGER, W.W., INC	144.79	.00	144.79	945286127	MAT & SUPPLIES-PARKS
004947	09/19/07	HER01	HERREID MUSIC	25.00	.00	25.00	0177938	MAT & SUPPLIES-BLD. MAINT
004948	09/19/07	JOH06	JOHNSON'S TURBO CLEAN	542.54	.00	542.54	1618	MAT & SUPPLIES-BLD. MAINT
004949	09/19/07	PGE01	PG&E	30248.24	.00	30248.24	070914	Electricity General City
004950	09/19/07	QUI02	QUILL CORPORATION	47.66	.00	47.66	9877951	Office Supplies-FINANCE
				86.86	.00	86.86	9879075	MAT & SUPPLIES-LIBRARY
			Check Total.....:	134.52	.00	134.52		
004951	09/19/07	SIM03	SIMS, LORI	80.00	.00	80.00	070918	CONF/MTGS-FINANCE
Cash Account Total.....:				139305.67	.00	139305.67		
Total Disbursements.....:				139305.67	.00	139305.67		
Cash Account Total.....:				.00	.00	.00		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
3169	09/12/07	BAN03	POLICE OFFICER ASSOC.	180.00	.00	180.00	A70912	POLICE OFFICER ASSOC
3170	09/12/07	CIT01	CITY OF CORNING	497.94	.00	497.94	A70912	2006 SDI EE PAY BACK
3171	09/12/07	EDD01	EMPLOYMENT DEVELOPMENT	2779.53	.00	2779.53	A70912	STATE INCOME TAX
				593.90	.00	593.90	1A70912	SDI
			Check Total.....:	3373.43	.00	3373.43		
3172	09/12/07	ICM01	ICMA RETIREMENT TRUST-457	3073.51	.00	3073.51	A70912	ICMA DEF. COMP
3173	09/12/07	OEU03	OPERATING ENGINEERS	975.00	.00	975.00	A70912	CREDIT UNION SAVINGS
3174	09/12/07	PERS1	PUBLIC EMPLOYEES RETIRE	26561.17	.00	26561.17	A70912	PERS PAYROLL REMITTANCE
3175	09/12/07	PERS4	Cal Pers 457 Def. Comp	275.00	.00	275.00	A70912	PERS DEF. COMP.
3176	09/12/07	PRE03	PREMIER WEST BANK	2666.01	.00	2666.01	A70912	HSA DEDUCTIBLE
3177	09/12/07	STA04	STATE OF CALIFORNIA	373.40	.00	373.40	A70912	WAGEASN 549-82-6524
3178	09/12/07	VAL06	VALIC	1610.84	.00	1610.84	A70912	AIG VALIC P TAX
Cash Account Total.....:				39586.30	.00	39586.30		
Total Disbursements.....:				39586.30	.00	39586.30		

Date.: Sep 19, 2007  
 Time.: 12:15 pm  
 Run by: LORI

CITY OF CORNING  
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
 List.: NEWS  
 Group: WIFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
GREEN PASTURES STILL	1821 NORTH ST	CORNING, CA 96021	WEISS	SUZANNE MASSAGE THERAPY, TABLE & CHAIR MASSAGE	09/10/07	(530)588-5167
LINO'S	3615 WOODSON AVE	CORNING, CA 96021	SANCHEZ	LINO HANDYMAN & LANDSCAPING SERVICES	09/14/07	(530)824-6718
LOS MONTES	1708 SOLANO ST	CORNING, CA 96021	ALICIA MONTESECAR	MEXICAN FAST FOOD & DINE-IN RESTAURANT W	09/12/07	(530)592-6093
R & T'S LANDSCAPING	4835 HENLEVILLE ROAD	CORNING, CA 96021	ESPINOZA	LANDSCAPING, TREE TRIMMING, LAWN MOWING,	09/12/07	(530)838-0028
SUNSET CAB CO.	9786 HIGHWAY 99W	GERBER, CA 96035	MARSHALL	TAXI CAB - LIC PLATE #2SUNSET	09/10/07	(530)527-7778
VANDOREN DESIGN	820 SOUTH ST	CORNING, CA 96021	VANDOREN	"STAGING"/DECORATING HOMES FOR SALE	09/14/07	(530)840-0271
WALBERG EQUIPMENT	23050 SONOMA AVE	CORNING, CA 96021	WALBERG	BUD & J CONTRACTOR - DEMOLITION & EXCAVATION	09/14/07	(530)824-0773

**CITY OF CORNING****AUGUST 2007****TREASURERS REPORT**

<b>AGENCY</b>	<b>BALANCE</b>	<b>RATE</b>	<b>MATURES ON</b>
LOCAL AGENCY INVESTMENT FUND	1,993,620.67	5.23	
PREMIER WEST BANK	183,766.35	4.51	03/28/08
PREMIER WEST BANK	164,336.18	4.51	04/20/08
<b>SAVINGS ACCOUNT</b>			
BANK OF AMERICA	5,656.02	.200	
BANK OF AMERICA	4,927.63	.200	
<b>TRUST ACCOUNTS</b>			
PREMIER WEST BANK RIDELL TRUST	189,097.01	4.46	06/13/08

Respectfully Submitted

Pala Cantrell  
City Treasurer

ITEM NO.: E-7

**ADOPT RESOLUTION 09-25-07-01, APPROVING  
THE TEHAMA COUNTY SANITARY LANDFILL  
AGENCY APPLICATION FOR A FARM & RANCH  
SOLID WASTE CLEANUP AND ABATEMENT  
(TIRE CLEAN-UP) GRANT FOR 21640 DAVIS  
ROAD, CORNING CA**

**SEPTEMBER 25, 2007**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: STEHEN J. KIMBROUGH, CITY MANAGER** 

**SUMMARY:**

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

This Resolution authorizes an application for a Farm and Ranch Solid Waste Clean-up and Abatement Grant to clean up and properly recycle approximately 400 tractor and grader tires at the Rodriguez-Garcia property located 21640 Davis Road in Corning, CA. A previous owner deposited these tires on the property and the cost of clean up is too expensive for Rodriguez-Garcia to afford.

Grant funds are necessary to clean up the tires on the property owned by Ramon Rodriguez-Garcia. Because the waste tire illegal disposal site is located on private property, and therefore cannot qualify for funding from the Tehama County Road Department and California Department of Transportation. This property is zoned agricultural; therefore, a Farm and Ranch Grant application must be submitted before the Agency can submit a Local Government Waste Tire Clean up and Amnesty Event Grant Application. The total Grant request proposed will be \$44,906 and if approved, the proposed cleanup completion date is scheduled for August 20, 2008.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE RESOLUTION 09-25-07-01 APPROVING THE  
APPLICATION FOR A FARM AND RANCH SOLID WASTE CLEANUP AND ABATEMENT  
GRANT FOR 21640 DAVIS ROAD, CORNING.**

**RESOLUTION NO. 09-25-07-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
APPROVING THE APPLICATION FOR A FARM & RANCH SOLID WASTE  
CLEANUP AND ABATEMENT GRANT BY THE TEHAMA COUNTY SANITARY LANDFILL  
AGENCY**

**for the following cleanup project:**

**Parcel # 067-080-45-1, Rodriguez-Garcia Property 21640 Davis Road, Corning, CA 96021**

**WHEREAS**, the people of the State of California have enacted Senate Bill 1330 (Lockyer, Statutes of 1997, Chapter 2.5), which authorizes the California Integrated Waste Management Board (CIWMB) to award Farm & Ranch Solid Waste Cleanup and Abatement Grants (Grant) to eligible applicants to pay for designated costs of cleanup, abatement, or other remedial action related to the disposal of illegal solid waste on farm or ranch property; and

**WHEREAS**, the CIWMB requires as a condition of application that the applicant authorize by Resolution certain matters prior to the submission of the Grant application;

**NOW, THEREFORE, BE IT RESOLVED** that the County of Tehama hereby:

1. Approves the submission of a Farm & Ranch Solid Waste Cleanup and Abatement Grant application for fiscal year 2007/2008 to the California Integrated Waste Management Board; and
2. Certifies that said applicant has, or will have sufficient funds in addition to funds provided by the grant to complete the project; and

**BE IT FURTHER RESOLVED THAT** the Solid Waste Director of the Tehama County Sanitary Landfill Agency, or a designee, is hereby authorized and empowered to execute in the name of the County of Tehama all necessary Farm & Ranch Solid Waste Cleanup and Abatement Grant documents, including, but not limited to, the application, the Grant Agreement, the Grant Payment Requests, and amendments necessary for the purposes of securing grant funds and for the completion of the Grant project.



The foregoing Resolution was adopted by the City Council of the City of Corning this 25<sup>th</sup> day of September 2007 by the votes listed below.

**AYES:  
OPPOSED:  
ABSENT:  
ABSTAIN:**

---

**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

ITEM NO: E-8  
AUTHORIZE STAFF TO NEGOTIATE  
A FARMING LEASE WITH MARTIN  
SPANNAUS FOR THE TEN ACRES  
LOCATED AT 642 BLACKBURN AVE.  
AND AUTHORIZE THE CITY MANAGER'S  
SIGNATURE ON SAID LEASE AGREEMENT

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
TOM RUSS, DIRECTOR OF PUBLIC WORKS *Tom*

**SUMMARY:**

City employee Martin Spannaus has requested a Farming Lease of 10 acres of City property located at 642 Blackburn Avenue.

The City has a standard Lease Agreement developed for City lands.

**BACKGROUND:**

Mr. Spannaus has inquired about the farming of these ten acres to produce oat hay. Farming is an excellent way to rid the property of weeds, and after the harvest it is an excellent way to maintain fire protection. After the harvest of the hay the short stem of the oats remain low to the ground and will not induce a chance of a rapid fire should one accidentally occur.

Oats are a dry land crop and will not require irrigation or use of any other utilities.

In return for the Lease Agreement, Mr. Spannaus would maintain a safety fire line around this property, the Airport runway and taxiway areas each year of the contract. This is something that Public Works currently does each year before the upcoming fire season.

The City employee renting the home located at this address has requested assurance that the farm operation does not produce excessive dust, and the operation of equipment does not endanger their children. Mr. Spannaus will install a gate onto the property to allow access rather than using the existing residence driveway.

The trade off value in return for the use of farming this land is Mr. Spannaus's agreement to provide the fire safety lines each year.

The City Attorney will prepare a Standard Land Lease Agreement, previously approved by the City Council.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE STAFF TO NEGOTIATE A FARMING LEASE WITH MR. SPANNAUS FOR THE 10 ACRES LOCATED AT 642 BLACKBURN AVENUE AND AUTHORIZE THE CITY MANAGER'S SIGNATURE ON SAID LEASE AGREEMENT.**

**ITEM NO: E-9  
AWARD BID TO REDDING FREIGHTLINER  
FOR PURCHASE OF A NEW 2008 DUMP  
TRUCK FOR THE AMOUNT OF \$63,821.25**

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

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
TOM RUSS, DIRECTOR OF PUBLIC WORKS *Tom***

**SUMMARY:**

Three bids were received for the purchase of a new 2008 Dump Truck. Redding Freightliner was the lowest bidder. Their initial bid of \$71,321.25, minus the \$7,500.00 for the 1990 International trade in, places the bid amount at \$63,821.25. Staff recommends awarding the bid to Redding Freightliner for the purchase amount of \$63,821.25.

**BACKGROUND:**

At the August 14, 2007 Council Meeting, authorization was given to the Public Works Director to seek bids for a new 2008 Dump Truck. The replacement of the older 1990 International will put the City in compliance with the new State Diesel Regulations.

The total funding amount funded in the 2007-2008 City budget is \$78,000 and can be found under the following line items:

- Fund # 381-9208-3000-\$15,000;
- Fund # 383-9208-3000-\$15,000; and
- Fund # 078-9308-3000-\$48,000.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AWARD BID TO REDDING FREIGHTLINER FOR  
PURCHASE OF A NEW 2008 DUMP TRUCK FOR THE AMOUNT OF \$63,821.25.**

**BID SUMMARY**  
**NEW 25,000 GVW, TWO WHEEL DRIVE**  
**CONVENTIONAL CAB WITH 5-6 YARD DUMP BODY**

**September 19, 2007**  
**2:00 pm**

**Company Name**

**Bid Information**

**REDDING FREIGHTLINER**

Attn: Roger Vickers  
4991 Caterpillar Road  
P.O. Box 992070  
Redding, CA 96099

**BID: \$ 71,321.25**  
**MINUS TRADE IN: -\$ 7,500.00**  
**TOTAL BID AMT: \$ 63,821.25**

**CORNING FORD**

Attn: Kelly Breedlove  
2280 Short Drive  
Corning, CA 96021  
(530) 824-5434

**BID: \$ 73,609.06**  
**MINUS TRADE IN: -\$ 2,000.00**  
**TOTAL BID AMT: \$ 71,609.06**

**RIVERVIEW INTERNATIONAL**

Attn: Pat Sawyer  
2445 Evergreen Avenue  
West Sacramento, CA 95691  
(916) 371-3110

**BID: \$ 71,682.00**  
**MINUS TRADE IN: -\$ 4,500.00**  
**TOTAL BID AMT: \$ 67,182.00**

ITEM NO.: E-10  
APPROVE SYNTHESIS DESIGN GROUP  
AGREEMENT FOR TEA STREETSCAPE  
PROJECTS FOR \$8,680 LABOR FEE AND  
AUTHORIZE CITY MANAGER TO SIGN  
AGREEMENT  
SEPTEMBER 25, 2007

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
TOM RUSS, DIRECTOR OF PUBLIC WORKS *TKM*

**SUMMARY:**

Roger Klemm of Synthesis Design Group has submitted their consultant services agreement for the Transportation Enhancement Activities (TEA) projects. The scope of service is as follows:

- Develop design sketches for plan layouts and installation of streetscape elements
- Reinvestigate current availability of streetscape elements, as included in the 1999 Master Plan and adjust selections if needed to match the original design
- Provide technical specifications for paving and streetscape elements
- Review and provide design feedback for City produced construction documents on a progressive basis

Labor fees in the amount of \$8,680 do not include reimbursable expenses. Reimbursable expenses in support of the project will be agreed upon in advance, prior to expenditure.

As Synthesis Design Group was the originator of the Streetscape Master Plan, the staff recommends their continued services. The Public Works Director, the City Attorney and the City Engineer have reviewed and concur with the proposed Agreement.

**BACKGROUND:**

City Staff applied for and received \$669,000 in Transportation Enhancement Activities (TEA) funds, \$20,000 of which is specified for engineering and environmental, \$649,000 for construction of Project I, Phases I & II. These funds can only be used for special projects such as historical preservation, landscaping, and downtown revitalization and bikeway paths to name a few.

**RECOMMENDATION:**

**APPROVE SYNTHESIS DESIGN GROUP AGREEMENT FOR TEA STREETSCAPE PROJECTS FOR PAYMENT OF \$8,680 LABOR FEE AND AUTHORIZE CITY MANAGER TO SIGN AGREEMENT.**

# CONSULTANT SERVICES AGREEMENT

## SOLANO AVENUE STREETScape

This Agreement is made at Corning, California, as of September 10, 2007, by and between the City of Corning ("City") and Synthesis Design Group ("Consultant"), a sole proprietorship, who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services at the time, and in the manner specified in Exhibit A.
2. Payment. City shall pay to Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to the City.
3. Facilities, Equipment, and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control.
5. Exhibits. All Exhibits referred to herein are attached hereto and are by this reference incorporated herein.
6. Time for Performance. Time is of the essence. Failure of Consultant to perform any service within the time limits set forth in Exhibit A shall constitute material breach of this Contract.
7. Additional Services Work. If the scope of work increases from the extent defined in Exhibit A, the City will authorize in writing the Consultant to proceed with the additional services work in accordance with the Agreement, following Consultant's approved submittal of additional fees.

Executed as of the day first above stated.

City of Corning:

\_\_\_\_\_  
Steve Kimbrough, City Manager

Synthesis Design Group:

  
\_\_\_\_\_  
Roger W. Klemm, Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

The work will be in support of the City's construction documentation of the Corning Streetscape Master Plan, as designed by Synthesis. The conceptual design will be followed as illustrated, except for the elimination of the midblock crossings and associated curb bump outs (except for bump out in front of the park in block 4). The scope will be from midblock 4 (between 6th & West Streets) to midblock 1 (between 3rd & 4th Streets) - 3 blocks total.

- Develop design sketches for plan layouts and installation of streetscape elements
- Reinvestigate current availability of streetscape elements, as included in the 1999 Master Plan and adjust selections if needed to match the original design
- Provide technical specifications for paving and streetscape elements
- Review and provide design feedback for City produced construction documents on a progressive basis

**EXHIBIT B**  
**TIME AND MANNER OF PAYMENT**

**Compensation for Services:**

For services provided herein, City agrees to pay Consultant monthly, based upon Consultant's billings for percentage of work completed.

Payment shall be made within thirty (30) days following City's receipt and approval of itemized invoice identifying services rendered.

For the purpose hereof, the billing rate shall be in accordance with Attachment "1" of Exhibit "B," marked "Fee" incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$8680, excluding reimbursable expenses., (as detailed in Exhibit.B; Attachment 1).

**EXHIBIT B**  
**ATTACHMENT 1**

**FEE**

Design Sketches	\$ 3720
Streetscape element final selections	\$ 775
Specifications	\$ 2790
Review of City drawings	\$ 1395
Total	<hr/> \$ 8680

The above fee is for labor only and does not include reimbursable expenses.

Reimbursables include travel, phone, reproduction and other expenses in direct support of the work are for items which exceed the agreed upon scope of work. Reimbursable expenses will be agreed upon in advance, prior to expenditure. The total agreed upon cost allowance for reimbursable expenses will not be exceeded without the City's prior written consent.

Reimbursable expenses will be invoiced at 115 percent of cost (115%)

Synthesis Hourly billing rates:

Principal                \$155  
Staff                     \$70

EXHIBIT C  
GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; etc. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approval of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Insurance.
  - (a) Public Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of public liability insurance of not less than \$500,000 combined single limit per occurrence for personal injury and property damage. Consultant shall cause City to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against City.
  - (b) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation.
  - (c) Errors and Omissions; Malpractice. Consultant shall provide professional liability errors and omissions insurance, with a value of \$1,000,000, per claim.
5. Indemnity. Consultant shall indemnify, defend and hold harmless the City, and its officers, agents, and employees, from any and all claims, including reasonable attorney's fees, demands or causes of action for injury or death to any person(s), or damage to any property, arising out of, or in any way connected to, Consultant's negligent acts, errors and/or omissions, and similar acts of its officers, employees, agents, and/or subcontractors, in providing services under, or carrying out the provisions of this Agreement.

## EXHIBIT C

6. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
7. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
8. Personnel. Consultant shall assign competent personnel to perform services pursuant to this Agreement. In the event the City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
9. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards normally observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards or quality normally observed by a person practicing in Consultant's profession.
10. City Representative. The City Manager for the City of Corning is the representative of the City and will administer this Agreement for the City.
11. Termination. City shall have the right to terminate this Agreement without cause at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering service pursuant to this Agreement.

In the event City shall terminate this Agreement:

(1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combination thereof.

(2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

(3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, that in no event shall such amount be greater than the full amount that would have been paid had the services under the Agreement been fully completed (or the "not to exceed" amount agreed to, as the case may be), and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary to determine the reasonable value of the services rendered by Consultant.

12. Non-Discrimination. Consultant shall not discriminate in employment of persons under this Agreement because of race, color, national origin, ancestry, religion, sex, sexual orientation or physical or mental handicap of such person.
13. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver such documents to City on completion of the services hereunder.
14. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by the court, including those incurred on appeal, if any.
15. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.
16. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
17. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Venue of any action concerning this Agreement shall be in the court of competent jurisdiction in Tehama County, California. The parties reserve the right to mutually agree to mediation, arbitration (whether advisory or binding) or any other form of dispute resolution other than litigation in court to resolve any matter arising under this Agreement.
18. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
19. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

END

**ITEM NO.: H-11  
ORIGINATION AND DESTINATION  
TRAFFIC STUDY FOR TEHAMA AND  
SHASTA COUNTIES PRESENTATION BY  
CALTRANS DISTRICT 2 OFFICE OF  
SYSTEM PLANNING  
SEPTEMBER 25, 2007**

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

**BACKGROUND:**

At the August 21<sup>st</sup> Tehama County Transportation Commission meeting, it was the consensus and recommendation of the Commission that Caltrans present the Origin and Destination Traffic Study to the City Councils of Red Bluff and Corning, as well as the Tehama County Board of Supervisors.

The related information was distributed to Staff and members of the City Council last Friday to allow time to read and prepare any possible questions related to the subject for clarification.

During the September 25, 2007 City Council meeting, Caltrans District 2 Office of System Planning will present a PowerPoint presentation about the recently completed Origination and Destination traffic study for Tehama and Shasta Counties. A goal of the study was to better understand travel patterns on key State and Interstate routes to aid in long-range transportation planning projects.