



**CITY OF CORNING
CLOSED SESSION AGENDA
TUESDAY, AUGUST 28, 2012
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYMENT:

**Pursuant to California Government Code, Section 54957:
Discussion of Public Works Director Recruitment**

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

**Pursuant to California Government Code Section 54956.9
Citation No. 2941, 6.16.170(c) CMC: Kennel Violation**

E. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION:

F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL:

Posted: Thursday, August 23, 2012



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, AUGUST 28, 2012
7:30 p.m.
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

D. INVOCATION: Led by Councilman John Leach.

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

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

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

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the August 14, 2012 City Council Meetings with any necessary corrections: — *Pulled***
- 3. August 22, 2012 Claim Warrant - \$125,001.68.**
- 4. August 22, 2012 Business License Report.**
- 5. Accept Library Commission Resignation from Chairperson Marilyn Bright.**
- 6. Approve Agreement for the County to compensate the City in the amount of \$6,000 annually for janitorial services at the Transportation Center's "bus waiting area", and authorize the City Manager to sign said Agreement between the County and the City.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

7. Approve Agreement for airport professional consulting services with Mead and Hunt, Inc.
8. Authorize Staff to solicit Proposals for Phase 2 of the Rodger's Theater Restoration Project.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

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

Parkins:

Leach:

Dickison:

Linnet:

Strack:

N. ADJOURNMENT!:

POSTED: THURSDAY, AUGUST 23, 2012

**MEMORANDUM**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING ASSISTANT

DATE: August 22, 2012

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, August 28, 2012 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 08-15-12	\$6,825.04
B.	Cash Disbursements	Ending 08-20-12	\$71,784.30
C.	Cash Disbursements	Ending 08-22-12	\$2784.06
D.	Payroll Disbursements	Ending 08-22-12	\$43,608.28

GRAND TOTAL **\$125,001.68**

REPORT.: Aug 15 12 Wednesday
 RUN....: Aug 15 12 Time: 15:44
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-12 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
014949	08/15/12	AIR00	AIRGAS USA, LLC	57.47	.00	57.47	990385944	MAT & SUPPLIES-FIRE
014950	08/15/12	AME15	AMERIGAS	228.52	.00	228.52	800615148	NATURAL GAS-ACO
014951	08/15/12	ANT00	ANTELOPE VETERINARY HOSPI	70.00	.00	70.00	156441	SPAY/NEUTER PROGRAM-ACO
014952	08/15/12	BAC00	BACKGROUNDS AND MORE	1050.00	.00	1050.00	2985	PROF SVCS-POLICE
014953	08/15/12	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1207165	ProfServices Water Dept
014954	08/15/12	BEN01	BENBOW, W.B.	3659.66	.00	3659.66	214	TELEMETRY-WTR IMPROV
014955	08/15/12	BEN04	BEN TOILET RENTALS, INC..	167.55	.00	167.55	255918	MAT & SUPPLIES-PARKS
014956	08/15/12	BLU04	BLUE BEACON INTERNATIONAL	90.50	.00	90.50	1254423	VEH/OP MAINT-
014957	08/15/12	CAR12	CARREL'S OFFICE MACHINES	6.59	.00	6.59	110732	MAT & SUPPLIES-LIBRARY
014958	08/15/12	COR12	CORNING FORD MERCURY, INC	92.50	.00	92.50	158675	VEH/OP MAINT-POLICE
014959	08/15/12	DEP12	DEPT OF JUSTICE	17.00	.00	17.00	925498	PROF SVCS-POLICE
014960	08/15/12	GRA02	GRAINGER, W.W., INC	77.99	.00	77.99	989342342	MAT & SUPPLIES-BLD MAINT
				49.28	.00	49.28	989379959	MAT & SUPPLIES-
				248.95	.00	248.95	989487958	MAT & SUPPLIES-SWR
			Check Total.....:	376.22	.00	376.22		
014961	08/15/12	JES10	JESSEE HEATING & AIR, INC	246.00	.00	246.00	054631	BLD MAINT-FIRE
014962	08/15/12	JOH08	JOHNSON, JULIE	107.96	.00	107.96	120726	MAT & SUPPLIES-ACO-CSO
014963	08/15/12	QUI02	QUILL CORPORATION	40.52	.00	40.52	4902671	OFFICE SUPPLIES-FINANCE
				9.63	.00	9.63	4906249	OFFICE SUPPLIES-FINANCE
			Check Total.....:	50.15	.00	50.15		
014964	08/15/12	SEC03	SECOND CHANCE PET RESCUE	188.48	.00	188.48	12-0814	BLD MAINT-ACO
014965	08/15/12	USA01	USA BLUE BOOK	190.44	.00	190.44	736429	MAT & SUPPLIES-WTR
014966	08/15/12	WAL05	SERGE V. DANA, D.V.M.	140.00	.00	140.00	244344	SPAY/NEUTER PROGRAM-ACO
			Cash Account Total.....:	6825.04	.00	6825.04		
			Total Disbursements.....:	6825.04	.00	6825.04		

REPORT.: Aug 20 12 Monday
 RUN....: Aug 20 12 Time: 15:56
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-12 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
114949	08/15/12	AIR00	AIRGAS USA, LLC	57.47	.00	57.47	990385944	MAT & SUPPLIES-FIRE
114950	08/15/12	AME15	AMERIGAS	228.52	.00	228.52	800615148	NATURAL GAS-ACO
114951	08/15/12	ANT00	ANTELOPE VETERINARY HOSPI	70.00	.00	70.00	156441	SPAY/NEUTER PROGRAM-ACO
114952	08/15/12	BAC00	BACKGROUNDS AND MORE	1050.00	.00	1050.00	2985	PROF SVCS-POLICE
114953	08/15/12	BAS01	BASIC LABORATORY, INC.	86.00	.00	86.00	1207165	ProfServices Water Dept
114954	08/15/12	BEN01	BENBOW, W.B.	3659.66	.00	3659.66	214	TELEMETRY-WTR IMPROV
114955	08/15/12	BEN04	BEN TOILET RENTALS, INC.	167.55	.00	167.55	255918	MAT & SUPPLIES-PARKS
114956	08/15/12	BLU04	BLUE BEACON INTERNATIONAL	90.50	.00	90.50	1254423	VEH/OP MAINT-
114957	08/15/12	CAR12	CARREL'S OFFICE MACHINES	6.59	.00	6.59	110732	MAT & SUPPLIES-LIBRARY
114958	08/15/12	COR12	CORNING FORD MERCURY, INC	92.50	.00	92.50	158675	VEH/OP MAINT-POLICE
114959	08/15/12	DEP12	DEPT OF JUSTICE	17.00	.00	17.00	925498	PROF SVCS-POLICE
114960	08/15/12	GRA02	GRAINGER, W.W., INC	77.99	.00	77.99	989342342	MAT & SUPPLIES-BLD MAINT
				49.28	.00	49.28	989379959	MAT & SUPPLIES-
				248.95	.00	248.95	989487958	MAT & SUPPLIES-SWR
			Check Total.....:	376.22	.00	376.22		
114961	08/15/12	JES10	JESSEE HEATING & AIR, INC	246.00	.00	246.00	054631	BLD MAINT-FIRE
114962	08/15/12	JOH08	JOHNSON, JULIE	107.96	.00	107.96	120726	MAT & SUPPLIES-ACO-CSO
114963	08/15/12	QUI02	QUILL CORPORATION	40.52	.00	40.52	4902671	OFFICE SUPPLIES-FINANCE
				9.63	.00	9.63	4906249	OFFICE SUPPLIES-FINANCE
			Check Total.....:	50.15	.00	50.15		
114964	08/15/12	SEC03	SECOND CHANCE PET RESCUE	188.48	.00	188.48	12-0814	BLD MAINT-ACO
114965	08/15/12	USA01	USA BLUE BOOK	190.44	.00	190.44	736429	MAT & SUPPLIES-WTR
114966	08/15/12	WAL05	SERGE V. DANA, D.V.M.	140.00	.00	140.00	244344	SPAY/NEUTER PROGRAM-ACO
114967	08/16/12	BUR04	BURLISON, LAURA	53.66	.00	53.66	120807	TRAINING/ED-DISPATCH
114968	08/20/12	ACC00	ACCESS INFORMATION	84.00	.00	84.00	N127708	EQUIP MAINT-GEN CITY
114969	08/20/12	BAS01	BASIC LABORATORY, INC	56.00	.00	56.00	1207354	BLACKBURN AVE-STR PROJ

REPORT.: Aug 20 12 Monday
 RUN...: Aug 20 12 Time: 15:56
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-12 Bank Account.: 1020

PAGE: 002
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
014969	08/20/12	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1207408	ProfServices Water Dept
			Check Total.....	142.00	.00	142.00		
014970	08/20/12	CHE02	CHEM QUIP, INC.	1130.16	.00	1130.16	5175829	MAT & SUPPLIES-WTR
014971	08/20/12	COM06	COMCAST	23.73	.00	23.73	120809	COMMUNICATIONS-
014972	08/20/12	CON07	CONEXIS	30.00	.00	30.00	07120R348	MEDICAL INS-COBRA
014973	08/20/12	DEP03	DEPT OF TRANS/CAL TRANS	384.78	.00	384.78	SL121011	Equip.Maint. St&Trf Light
014974	08/20/12	EWI00	EWING IRRIGATION	578.86	.00	578.86	5234407	MAT & SUPPLIES-PARKS
014975	08/20/12	HOL04	HOLIDAY MARKET #32	9.59	.00	9.59	3213507	Mat/Supplies BuildingMain
014976	08/20/12	JON02	R.C. JONES INSURANCE	125.00	.00	125.00	120813	GEN INS-GEN CITY
014977	08/20/12	LAR01	LARRY'S PEST & WEED,	4667.00	.00	4667.00	2702	WEED/TREE SPRAY-
014978	08/20/12	LIN01	LINCOLN EQUIPMENT, INC.	703.28	.00	703.28	SI195174	MAT & SUPPLIES-POOL
014979	08/20/12	NOR03	NCCSIF	8925.50	.00	8925.50	2013027	WORKMENS COMP-GEN CITY
014980	08/20/12	OFF01	OFFICE DEPOT	774.73	.00	774.73	619395743	Office Supplies PoliceDis
014981	08/20/12	PGE01	PG&E	33656.11	.00	33656.11	120810	Electricity General City-
014982	08/20/12	WAR05	WARREN, DANA KARL	135.86	.00	135.86	120817	REC INSTRUCTOR-REC
014983	08/20/12	COM01	COMPUTER LOGISTICS, INC	2800.61	.00	2800.61	56616	MACH/EQUIP-FINANCE
				610.82	.00	610.82	57084	COMPUTER REPLAC PROG-POLI
				6495.67	.00	6495.67	57111	TELEMETRY-WTR IMPROV
			Check Total.....	9907.10	.00	9907.10		
014984	08/20/12	DEP03	DEPT OF TRANS/CAL TRANS	2135.82	.00	2135.82	13000677	Equip.Maint. St&Trf Light
014985	08/20/12	DEP12	DEPT OF JUSTICE	175.00	.00	175.00	925623	PROF SVCS-POLICE
014986	08/20/12	FED01	FEDERAL EXPRESS	25.85	.00	25.85	798929990	PROF SVCS-ECONOMIC DEV
014987	08/20/12	GRA02	GRAINGER, W.W., INC	259.12	.00	259.12	990053018	MAT & SUPPLIES-STR
				55.26	.00	55.26	990448251	MAT & SUPPLIES-BLD MAINT
			Check Total.....	314.38	.00	314.38		
014988	08/20/12	I-500	I-5 RENTALS	152.25	.00	152.25	113889A	MARGUERITE AVE-STR PROJ

REPORT.: Aug 20 12 Monday
 RUN....: Aug 20 12 Time: 15:56
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-12 Bank Account.: 1020

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 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
114989	08/20/12	JAC02	JACOBUS, BOB	123.27	.00	123.27	207982	SMALL TOOLS-MECH MAINT
114990	08/20/12	NEX02	NEXTEL	28.34	.00	28.34	086319129	COMMUNICATIONS-POLICE
114991	08/20/12	OFF01	OFFICE DEPOT	4.85	.00	4.85	620867311	Office Supplies PoliceDis
				229.83	.00	229.83	620867417	Office Supplies PoliceDis
			Check Total.....:	234.68	.00	234.68		
114992	08/20/12	PGE2A	PG&E	50.10	.00	50.10	120815	ELECT-BLUE HERON CT
114993	08/20/12	QUI02	QUILL CORPORATION	88.76	.00	88.76	5072704	OFFICE SUPPLIES-FINANCE
				299.45	.00	299.45	5075990	OFFICE SUPPLIES-
			Check Total.....:	388.21	.00	388.21		
			Cash Account Total.....:	71784.30	.00	71784.30		
			Total Disbursements.....:	71784.30	.00	71784.30		

REPORT.: Aug 22 12 Wednesday
 RUN....: Aug 22 12 Time: 12:31
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-12 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
014994	08/21/12	ATT13	AT&T	723.32	.00	723.32	120811	COMMUNICATIONS-
014995	08/21/12	BUR04	BURLISON, LAURA	429.46	.00	429.46	120821	TRAINING/ED-DISPATCH
014996	08/21/12	HOL04	HOLIDAY MARKET #32	22.96	.00	22.96	321407A	MAT & SUPPLIES-BLD MAINT
014997	08/21/12	KIN12	KINGWELL, MARIAH	160.00	.00	160.00	12-0821	REIMBURSE LIFE GUARD CERT-
014998	08/21/12	LOW03	LOWE, MARIHA	160.00	.00	160.00	12-0821	REIMBURSE LIFE GUARD CERT-
014999	08/21/12	LOW04	LOWE, THOMAS	160.00	.00	160.00	12-0821	REIMBURSE LIFE GUARD CERT-
015000	08/21/12	MIL11	MILL CREEK VETERINARY	70.00	.00	70.00	69188	SPAY/NEUTER PROGRAM-ACO
				70.00	.00	70.00	69191	SPAY/NEUTER PROGRAM-ACO
			Check Total.....	140.00	.00	140.00		
015001	08/21/12	MIL12	MILLER, SAVANNAH	160.00	.00	160.00	12-0821	REIMBURSE LIFE GUARD CERT-
015002	08/21/12	THO08	THOMSON, COURTNEY	160.00	.00	160.00	12-0821	REIMBURSE LIFE GUARD CERT-
015003	08/21/12	WAZ00	WAZNY, JORDIN	160.00	.00	160.00	12-0821	REIMBURSE LIFE GUARD CERT-
015004	08/22/12	CLA10	CLASSIC SPORTS	508.32	.00	508.32	38	SAFETY ITEMS-PW ADMIN
			Cash Account Total.....	2784.06	.00	2784.06		
			Total Disbursements.....	2784.06	.00	2784.06		
			Cash Account Total.....	.00	.00	.00		

REPORT.: Aug 22 12 Wednesday
 RUN....: Aug 22 12 Time: 12:31
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 08-12 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
5628	08/22/12	BAN03	POLICE OFFICER ASSOC.	275.00	.00	275.00	B20821	POLICE OFFICER ASSOC
5629	08/22/12	CAL37	CALIFORNIA STATE DISBURSE	179.07	.00	179.07	B20821	WITHHOLDING ORDER
5630	08/22/12	EDD01	EMPLOYMENT DEVELOPMENT	3132.39	.00	3132.39	B20821	STATE INCOME TAX
				1019.31	.00	1019.31	1B20821	SDI
			Check Total.....:	4151.70	.00	4151.70		
5631	08/22/12	ICM01	ICMA RETIREMENT TRUST-457	3406.42	.00	3406.42	B20821	ICMA DEF. COMP
5632	08/22/12	OEU03	OPERATING ENGINEERS	700.00	.00	700.00	B20821	CREDIT UNION SAVINGS
5633	08/22/12	PERS1	PUBLIC EMPLOYEES RETIRE	28325.47	.00	28325.47	B20821	PERS PAYROLL REMITTANCE
5634	08/22/12	PERS4	Cal Pers 457 Def. Comp	866.50	.00	866.50	B20821	PERS DEF. COMP.
5635	08/22/12	PRE03	PREMIER WEST BANK	4038.73	.00	4038.73	B20821	HSA DEDUCTIBLE
5636	08/22/12	STA04	STATE OF CALIFORNIA	476.15	.00	476.15	B20821	WAGEASN 1107012828
5637	08/22/12	VAL06	VALIC	1189.24	.00	1189.24	B20821	AIG VALIC P TAX
			Cash Account Total.....:	43608.28	.00	43608.28		
			Total Disbursements.....:	43608.28	.00	43608.28		

Date.: Aug 22, 2012
Time.: 12:45 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
BROOKS LANDSCAPE MAI	382 RIO GRANDE CT	CORNING, CA 96021	BROOKS THOMAS	LANDSCAPE MAINTENANCE	08/21/12	(530)838-5291
GREG'S HEATING & A/C	740 E. WALKER ST	ORLAND, CA 95963	LORENZO GREG	CONTRACTOR	08/09/12	(530)865-9677
JOHNNY ELLER HANDYMA	24895 NEW JERSEY AVE	CORNING, CA 96021	ELLER JOHN PA	HANDYMAN SERVICES	08/09/12	(530)217-9090
JV'S BUDGET HANDYMAN	5105 OLIVE RD	CORNING, CA 96021	VALLADARES JERONIM	HANDYMAN SERVICES	08/09/12	(530)736-7767
SIGN DEVELOPMENT INC	1366 W. NINTH ST	UPLAND, CA 91786	O'HARA DAN	CONTRACTOR	08/21/12	(909)920-5535

Item No.: G-4

ITEM NO.: G-5
ACCEPT RESIGNATION FROM
LIBRARY COMMISSION
CHAIRPERSON MARILYN
BRIGHT

August 28, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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



SUMMARY:

On August 6, 2012 Library Commissioner Marilyn Bright submitted her resignation from the Library Commission effective immediately.

BACKGROUND:

Commissioner Marilyn Bright was first appointed to the Library Commission on September 26, 2006 and resigned from this appointment in 2010 as she was moving from the area. Upon returning to Corning later that year she applied to fill the remaining vacancy on the Library Commission and on September 14, 2010 she was reappointed by the Council to the Commission. At the October 2010 Library Commission Meeting Marilyn was nominated and appointed by her fellow Commissioners as the Commission's Chairperson.

Stating that she finds it necessary at this time to reduce her volunteer obligations, on August 6, 2012, Ms. Bright submitted a letter of resignation from her position on the Library Commission effective immediately. Marilyn has served the City and the Community well and she will be missed from the Commission. We thank her for her years of dedicated service.

RECOMMENDATION:

MAYOR AND COUNCIL ACCEPT THE RESIGNATION OF LIBRARY COMMISSIONER MARILYN BRIGHT EFFECTIVE IMMEDIATELY.

RECEIVED

AUG 13 2012

CORNING CITY CLERK

TO WHOM IT MAY CONCERN:

Please accept my resignation, to be effective immediately, as the President and member of the Corning Library Commission. I find it necessary at this time to reduce my volunteer obligations.

Thank you for the support you have given to the Corning Library, Friends of the Library and to myself. It has been very much appreciated.

I would like to recommend Carol Mueller as a Library commissioner.

Sincerely, *Marilyn Bright* Dated *Aug 6, 2012*
Marilyn Bright

ITEM NO.: G-6
APPROVE AGREEMENT WITH THE COUNTY
OF TEHAMA TO COMPENSATE THE CITY OF
CORNING IN THE AMOUNT OF \$6,000 FOR
JANITORIAL SERVICES AT THE
TRANSPORTATION CENTER BUS WAITING
AREA AND AUTHORIZE CITY MANAGER TO
SIGN AGREEMENT

AUGUST 28, 2012

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

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

JD

SUMMARY:

City Staff has received a request from the County of Tehama to renew the Agreement for janitorial services for the Bus Waiting Area in the City Transportation Center. The effective date for this Agreement is July 1, 2012 to run through June 30, 2017 to compensate the City of Corning in the annual amount of \$6,000.

BACKGROUND:

At the June 23, 2009 City Council Meeting, Council approved an Agreement with the County of Tehama for janitorial services at the Corning Transportation Center. The Agreement provided for funding and identifies the responsibilities of each party. That agreement included an annual compensation from the County of \$8,220 and terminated on June 30, 2012.

The County believes the previous agreement price for janitorial service (\$8,220/yr.) for the 400 sq. ft. Bus Waiting area is disproportionately high. After review and consideration, Tehama County Public Works Director Gary Antone has recommended a reduced expenditure of \$6,000 per Fiscal Year.

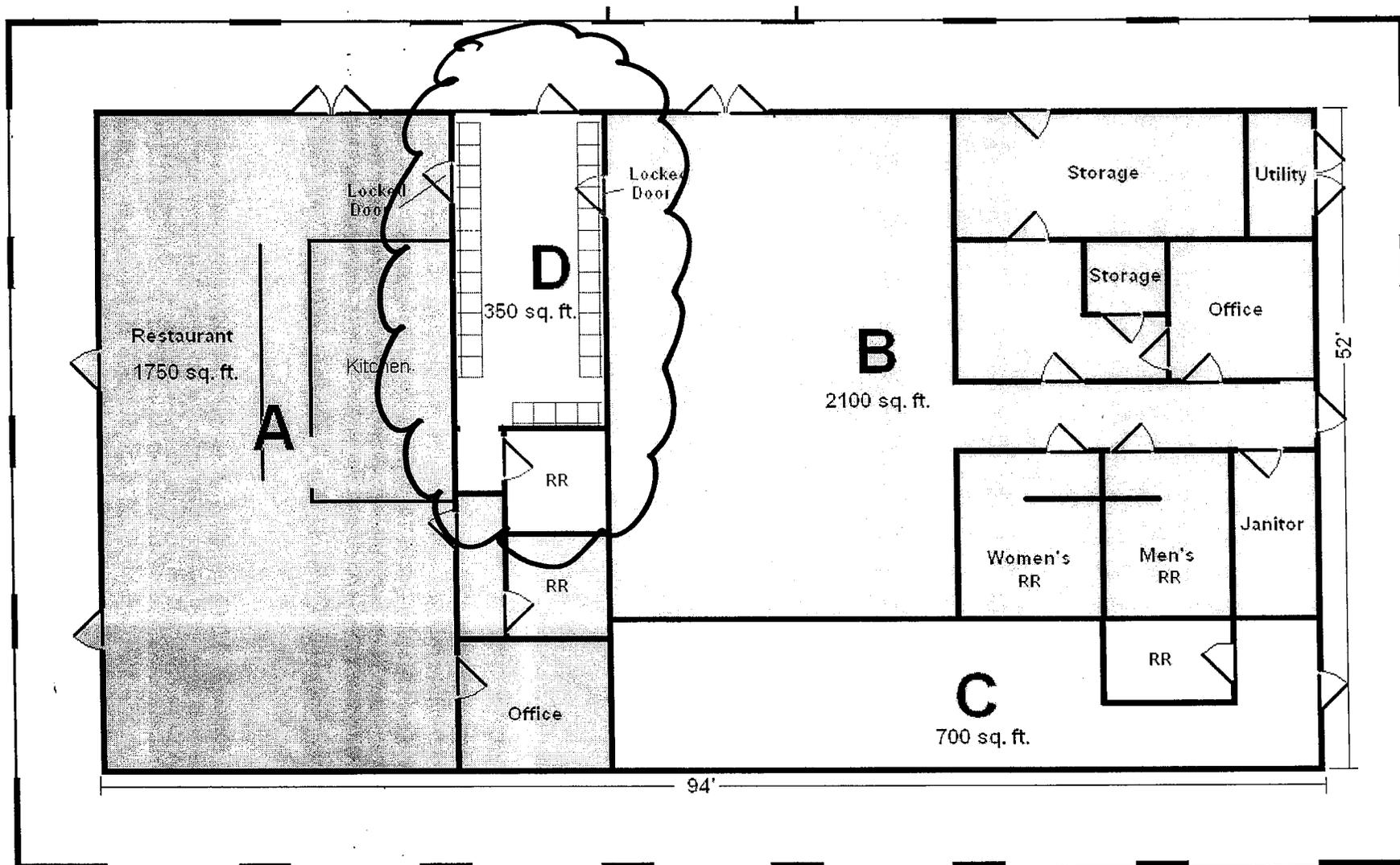
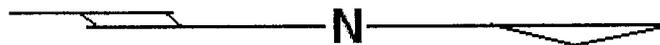
Justification for the reduced value includes the limited scope of the services (janitorial only, not including utilities or landscaping) and the small size of the Bus Waiting Area (approx. 400 sq. ft.-see attached floor plan). Please find attached the proposed Agreement. They wish to make the contract price more in-line with other janitorial service contracts. For that reason they've offered the reduced amount contract. Staff recommends approval of the new Agreement.

RECOMMENDATION:

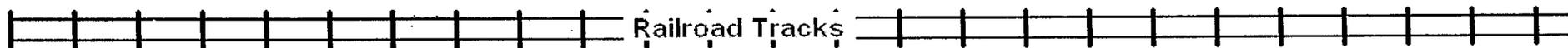
MAYOR AND COUNCIL:

- 1) APPROVE AGREEMENT WITH THE COUNTY OF TEHAMA TO COMPENSATE THE CITY OF CORNING IN THE AMOUNT OF \$6,000 ANNUALLY FOR JANITORIAL SERVICES FOR THE TRANSPORTATION CENTER AND,
- 2) AUTHORIZE CITY MANAGER TO SIGN THE AGREEMENT

THIRD STREET



SOLANO STREET



AGREEMENT BETWEEN THE CITY OF CORNING AND THE COUNTY OF TEHAMA

This agreement is entered into, pursuant to Government Code section 6500 et seq., between the County of Tehama (County) and the City of Corning (City) for the purpose of janitorial services for the Corning Intermodal Transportation Center, including provisions of a safe lighted and air conditioned public waiting room and clean rest rooms for patrons of the regional transit system.

1. RESPONSIBILITIES OF THE CITY

During the term of this agreement, City shall provide janitorial services for the public restrooms and waiting area facilities located in the "Corning Intermodal Transportation Center". The janitorial services will include cleaning of rest rooms and the waiting area only. The City assumes responsibility for the cost of water, sewer and solid waste disposal for the facility and the maintenance and operation of the remainder of the Center.

2. RESPONSIBILITIES OF COUNTY

During the term of this agreement, County shall compensate City as set forth in Section 3 and 4 of this agreement.

3. COMPENSATION

City shall be paid an all-inclusive flat fee of \$500.00 per month not to exceed the amount of \$6,000 each year from July 1, to June 30th for a period of five (5) years. The maximum compensation payable under this agreement shall not exceed \$30,000. City shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. City shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and City agrees that County has no obligation, whatsoever, to compensate or reimburse City for any expenses, direct or indirect costs, expenditures, or charges of any nature by City that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4. BILLING AND PAYMENT

City shall submit monthly itemized invoices to County for the prorated portion of the flat fee earned during the preceding month based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30 days of receipt of City's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate June 30, 2017 (5 fiscal years), unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If City fails to perform his/her duties to the satisfaction of the County, or if City fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if City violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the City. Either party may terminate this agreement on 30 days' written notice. County shall pay City for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by Gary Antone, Director.

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. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of City, City may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. **PREVAILING WAGE**

City certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services provided by City hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, City agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. County shall provide City with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. If applicable, City shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the work available to interested parties upon request, and shall post copies at the City's principal place of business and at the Project site. City shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the City or its subcontractors to comply with the Prevailing Wage Laws.

10. **EMPLOYMENT STATUS**

City shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to

exercise discretion or control over the professional manner in which City performs the services which are the subject matter of this agreement. The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. City shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if City were a County employee. County shall not be liable for deductions for any amount for any purpose from City's compensation. City shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall City be eligible for any other County benefit.

11. INDEMNIFICATION

City shall hold harmless, defend, and indemnify Tehama County, its elected and appointed officials, officers, and employees (collectively the "County affiliates"), against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any persons or persons' bodily injury, including death, or property being damaged by City or by any person employed by City in any capacity during the progress of the work, whether by negligence or otherwise. Without limiting the generality of the foregoing, City shall hold harmless, defend, and indemnify the County affiliates against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees arising from or relating to or founded upon (1) any claim of premises liability of any nature; (2) any claim that the bus stop improvements do not comply with any federal, state, or local statute, regulation, rule, ordinance, guideline, or enactment of any nature pertaining to accessibility of public accommodations or public services (including, but not limited to, the Americans with Disabilities Act and California Civil Code sections 51 et seq.); or (3) any claim that the bus stops or the construction thereof, does not comply with any other any federal, state, or local statute, regulation, rule, ordinance, guideline, or enactment of any nature. City shall also indemnify the County affiliates against any adverse determination made by the Internal Revenue Service, the State Franchise Tax Board, or any other governmental authority against the County affiliates with respect to City's "independent contractor" status that would establish a liability for failure to make social security withholding, income tax withholding, or any other wage withholding of any nature.

12. INSURANCE

City shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements" attached hereto and incorporated by reference.

13. NON DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first class mail to the following addresses:

If to County: TEHAMA COUNTY PUBLIC WORKS
Gary Antone, Director of Public Works
9380 San Benito Ave.
Gerber, California 96035
530-385-1462

If to City: CITY of CORNING
John Brewer, City Manager
794 Third St.
Corning, California 96021
530-824-7033

Notice shall be deemed to be effective two days after mailing.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by City pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the County immediately.

16. **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.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

IN WITNESS WHEREOF, County and City have executed this agreement on the day and year set forth below.

TEHAMA COUNTY PUBLIC WORKS

Date: _____

Gary B. Antone, Director of Public Works

CITY OF CORNING

Date: _____

John Brewer, City Manager
City of Corning
Tax Identification Number 94-6000317

APPROVED AS TO FORM
COUNTY COUNSEL

By J. B. Cox 8/7/12

Exhibit A

INSURANCE REQUIREMENTS

City shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by City, his/her agents, representatives, employees or subContractors. At a minimum, City shall maintain the insurance coverage, (or coverage through the Northern California Cities Self Insurance Fund (NCCSIF) limits of coverage and other insurance requirements.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If City has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover City and City's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (City/Professional services standard agreement only)

If City is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, City shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If City maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by City.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to City's liability to County and will be the sole responsibility of City.

Primary Insurance Coverage

For any claims related to this project, City's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of City's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

City's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. City shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

City shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, City fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from City resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to City, County may deduct from sums due to City any premium costs advanced by County for such insurance.

Policy Obligations

City's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

City shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

ITEM NO.: J-7
APPROVE AGREEMENT FOR AIRPORT
PROFESSIONAL CONSULTING SERVICES
WITH MEAD AND HUNT, INC.

AUGUST 28, 2012

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: JOHN L. BREWER, AICP; CITY MANAGER & PUBLIC WORKS DIRECTOR



SUMMARY:

Staff recommends approving the attached "Agreement for Professional Services" with Mead and Hunt, Inc. of Santa Rosa, California for Aviation consulting services associated with the Corning Municipal Airport. Mr. David Heal of Mead and Hunt is scheduled to be in attendance to introduce himself on behalf of the firm and answer any questions you may have at tonight's meeting.

BACKGROUND:

The City of Corning owns, operates and maintains the Corning Municipal Airport. The Corning Airport Master Plan adopted in 2003, identifies a number of airport improvements. Among the most notable is the northerly relocation (900') of the runway to further separate it from the high school and other urban uses to the south that we completed in 2008/2009. That project was funded by a Federal Aviation Administration (FAA) grant and City funds.

Future Airport Improvements must also be consistent with the Airport Master Plan and the Airport Layout Plan (ALP) prepared in 2010. We anticipate future projects will include a perimeter security fence with card-lock gate, a fuel farm and apron access road.

For engineering design work and coordination with the FAA, the City retains the services of an Airport Engineer. Projects and engineering services that support airport improvement projects are 90% reimbursable from the FAA. In the past, we utilized another firm (Wadell Engineering). Earlier this year we opted to discontinue the contract with Wadell and solicited RFQ's (Requests for Qualifications) from ten separate Airport Engineering consulting firms.

We received three responses to our RFQ. Staff reviewed the responses and determined Mead and Hunt, Inc. to be the most qualified. At that point we asked Mead and Hunt to provide a contract for our review and consideration. They provided a draft contract document that has been thoroughly reviewed by Assistant City Attorney Jody Burgess. The contract includes their fee schedule for their services. They will bill us according to that schedule as work is completed. We will naturally seek FAA reimbursement for any such expenditures.

STAFF RECOMMENDATION:

- APPROVE THE ATTACHED AGREEMENT FOR PROFESSIONAL SERVICES WITH MEAD & HUNT, INC. AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

**CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF CORNING
AND MEAD & HUNT, INC.**

THIS AGREEMENT is made by and between the City of Corning / Corning Municipal Airport ("CITY") and Mead and Hunt Inc. ("ENGINEER"), a Wisconsin Corporation, as of July 20, 2012.

WITNESSETH

WHEREAS, the CITY desires to employ an ENGINEER for a term of one year from the date first written above in order to provide aviation consulting services for various assignments described in Section A of this Agreement;

WHEREAS, the ENGINEER is a qualified CITY engineering firm licensed in the State of California and desires to perform said consulting;

NOW, THEREFORE, CITY and ENGINEER agree as follows:

A. SCOPE OF SERVICES.

1. Objective. The objective of this Agreement is to provide a vehicle under which ENGINEER will be reasonably available to the CITY for federal grant application consulting services and other aviation engineering, planning and consulting services for ongoing airport improvements. The ENGINEER may be required to meet periodically with CITY staff and the Federal Aviation Administration regarding specific ongoing projects.
2. Program. With respect to specific projects, work under this Agreement shall be defined in a Work Order for each assignment and will generally involve the following:
 - a. The ENGINEER will assist the CITY in preparing all aspects of application information for future federal grants. This will include application paperwork, engineering estimates, and other assistance as requested by the CITY.
 - b. ENGINEER shall be available to consult with the CITY as to planning for future federal grants and airport aviation-related projects.
 - c. The ENGINEER shall be available to work with the CITY and represent the Airport's interest in negotiations with the Federal Aviation Administration regarding ongoing and future federal grant projects.

- d. The ENGINEER will provide design, construction engineering, and planning services as requested by the CITY in the form of work orders under this basic Agreement.
 - e. Services in addition to the above will be provided on an "as needed" basis and involve, but not be limited to, representing the CITY on aviation issues, matters, and projects at the request of the CITY, preparing memorandums, reports, working with the CITY and staff on specific aviation issues, projects, and problems.
3. Deliverables.
- a. The ENGINEER shall be required to deliver to the CITY federal grant project application information in adequate detail for submittal to the Federal Aviation Administration.
 - b. The ENGINEER shall also be required to provide engineering drawings from time to time as may be needed by the CITY for aviation development programs including, but not limited to, federal grant project work.
 - c. The ENGINEER shall also be required to provide planning studies and drawings from time to time as may be needed by the CITY for airport related issues.
 - d. The ENGINEER shall notify the CITY whenever it will be performing work that will require the CITY to issue a Notice to Airmen (NOTAM) and announcements regarding the impact of the ENGINEER'S activities at the CITY.

B. CITY RESPONSIBILITIES.

The CITY shall:

- 1. Provide access to and make provisions for the ENGINEER to enter CITY-owned property and make reasonable efforts to obtain access to property not owned by the CITY as necessary for the ENGINEER to perform its work under this Agreement.
- 2. Make available to the ENGINEER all technical data in the CITY's possession, including maps, surveys, property descriptions, borings, and other information required by the ENGINEER relating to his work.
- 3. Issue Notices to Airmen (NOTAMs) and announcements regarding the impact of the ENGINEER's activities at the Airport.
- 4. Examine all reports, estimates, drawings, specifications, and other documents presented by the ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

C. COMPENSATION FOR SERVICES.

Compensation for services provided under this Agreement shall be in accordance with the Work Orders negotiated between the CITY and the ENGINEER. Each Work Order shall contain, in writing, the method in which the ENGINEER shall be compensated for the work described therein.

D. PAYMENT.

Partial payments shall be made to the ENGINEER by the CITY on a monthly basis, in accordance with the estimate of percentage of completion of work, which is compensated for on a fixed-price basis, or in accordance with applicable charges for time-and-expense work that may be authorized by the CITY. In no event shall the amount paid to the ENGINEER exceed the amounts specified in corresponding Work Orders without prior written approval of the CITY. ENGINEER's statement of charges shall be submitted to the CITY at convenient monthly intervals. Unless otherwise specified in each Work Order, payment will be made to the ENGINEER within thirty (30) days after receipt of each statement.

E. INSURANCE.

The ENGINEER shall provide the CITY with proof of Bodily Injury and Property Damage Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single-limit, bodily injury, property damage, and aggregate. ENGINEER, at his own expense, shall maintain professional liability insurance for the period covered by the Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering ENGINEER's errors and omissions.

F. ENGINEER'S LIABILITY.

The ENGINEER shall indemnify and hold the CITY, its officers, agents, and employees harmless from and defend against any and all claims, damages, liability, or suits arising from any negligent act or omission to act by the ENGINEER, its officers, agents, or employees under this Agreement.

G. STATUS.

The ENGINEER is an independent contractor and shall not be considered an employee of the CITY.

H. RECORD RETENTION.

Except for materials and records delivered to CITY, ENGINEER shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five (5) years after ENGINEER's receipt of the final payment under this Agreement. Upon request by CITY, ENGINEER shall make such materials and records available to CITY at no additional charge and without restriction or

limitation on their use. ENGINEER shall also make such materials and records available to authorized representatives of the state and federal governments at no additional charge.

I. OWNERSHIP OF DATA, REPORTS AND DOCUMENTS

The ENGINEER shall deliver to the CITY on demand or completion of a project performed pursuant to Work Order, all papers, reports, plans and other materials and documents (collectively "Documents") which shall be the property of the CITY. If the CITY uses any of the Documents furnished or prepared by the ENGINEER for projects other than the specific project for which the Documents were prepared the ENGINEER shall be released from responsibility to third parties concerning the use of the Documents. The CITY may use or reuse the Documents prepared by the ENGINEER without additional compensation to the ENGINEER.

J. FEDERAL REQUIREMENTS.

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter called "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY, the Federal Aviation Administration (FAA), or

the Comptroller General of the United States to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the CITY or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information. The ENGINEER shall maintain all required records for three (3) years after the sponsor makes final payment and all other pending matters are closed.

5. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the CITY shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the ENGINEER under this Agreement until the ENGINEER complies, and/or
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the CITY to enter into such litigation to protect the interests of the CITY and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.
7. DBE Obligation. The ENGINEER agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

K. TERMINATION.

This agreement maintains a one-year term; however, for good cause, either party may terminate this Agreement by 30 days written notice sent certified mail. Upon termination for reasons other than ENGINEER'S breach of this Agreement, ENGINEER shall, within 30-days thereafter, receive from City payment for services performed as set forth in the Agreement.

City of Corning

Mead & Hunt, Inc.

By _____
Name

By _____
Jon J. Faucher

Title:

Title: Vice President

ATTEST:

By _____

APPROVED AS TO FORM:

CITY Counsel

Attachment 1: Standard Billing Rate Schedule – Western US – Effective 1/1/12

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Western United States
Effective January 1, 2012

Standard Billing Rates

Clerical.....	\$73.00 / hour
Interior Designer, Technical Editor	\$100.00 / hour
Senior Editor	\$148.00 / hour
Registered Land Surveyor.....	\$114.00 / hour
Accounting, Administrative Assistant.....	\$88.00 / hour
Technician I, Technical Writer	\$80.00 / hour
Technician II, Surveyor - Instrument Person	\$95.00 / hour
Technician III	\$108.00 / hour
Technician IV.....	\$120.00 / hour
Senior Technician	\$150.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$112.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$122.00 / hour
Engineer III, Scientist III, Architect III, Planner III.....	\$135.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$154.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$200.00 / hour
Senior Associate.....	\$250.00 / hour
Principal	\$265.00 / hour
Senior Client/Project Manager.....	\$265.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$0.90 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2012, and will remain in effect until December 31, 2012, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

ITEM NO.: J-8
AUTHORIZE STAFF TO SOLICIT PROPOSALS
FOR PHASE 2 OF RODGER'S THEATER
RESTORATION PROJECT

AUGUST 28, 2012

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA
FROM: JOHN L. BREWER, AICP; CITY MANAGER & PUBLIC WORKS DIRECTOR

JB

SUMMARY:

Staff recommends the City Council authorize the solicitation of proposals to complete Phase 2 of the Rodger's Theater Restoration Project. Phase 2 includes the completion of the Men's and Women's restrooms on the main floor of the building, reconstruction of the former "Loge Seating" area with sloped floor atop equipment storage area, and extension of the stage area. See the attached draft plan copies. Note that the final plans are currently being prepared, but will closely resemble what's attached. The draft plans before you were prepared by Mr. Bob Metzger and structurally analyzed by Eric Ausmus, who's a Civil Engineer in Chico. Full sized copies of the draft plans will be available at the Council meeting.

BACKGROUND:

Phase 1 of the Rodger's Theater Restoration utilized Park Bond funds and our Energy Efficiency Grant to abate the asbestos containing materials within the building, reinforce the roof structure, provide new roofing, install new Heating, Ventilation and Air Conditioning equipment, and insulation. After completion of that, the Friends of the Theater Group acquired funds from the McConnell Foundation in Redding and completed a rehabilitation of the theater façade.

We have also utilized Park Bond Funds to abate lead painted surfaces in the former restrooms and purchase the future restroom fixtures.

FUNDING:

As of this writing, we have a total of about \$49,000 remaining from three separate sources; Park Bonds (approx. \$4,600), McConnell Grant (approx. \$21,000) and ADA Funds from NCCSIF totaling \$24,000. We understand the McConnell Foundation funds need to be expended by October, so getting this Phase out to bid is rather urgent. We will seek extension of that date if possible.

The engineer's estimate is evolving as the plans are refined. We've purposefully prepared the plans and specifications with "additive" bid items, so that we can add project components as our funds allow. If we don't have the funds for one part, say the stage extension, we can opt not to include it in the project, but have the plans ready for the next phase.

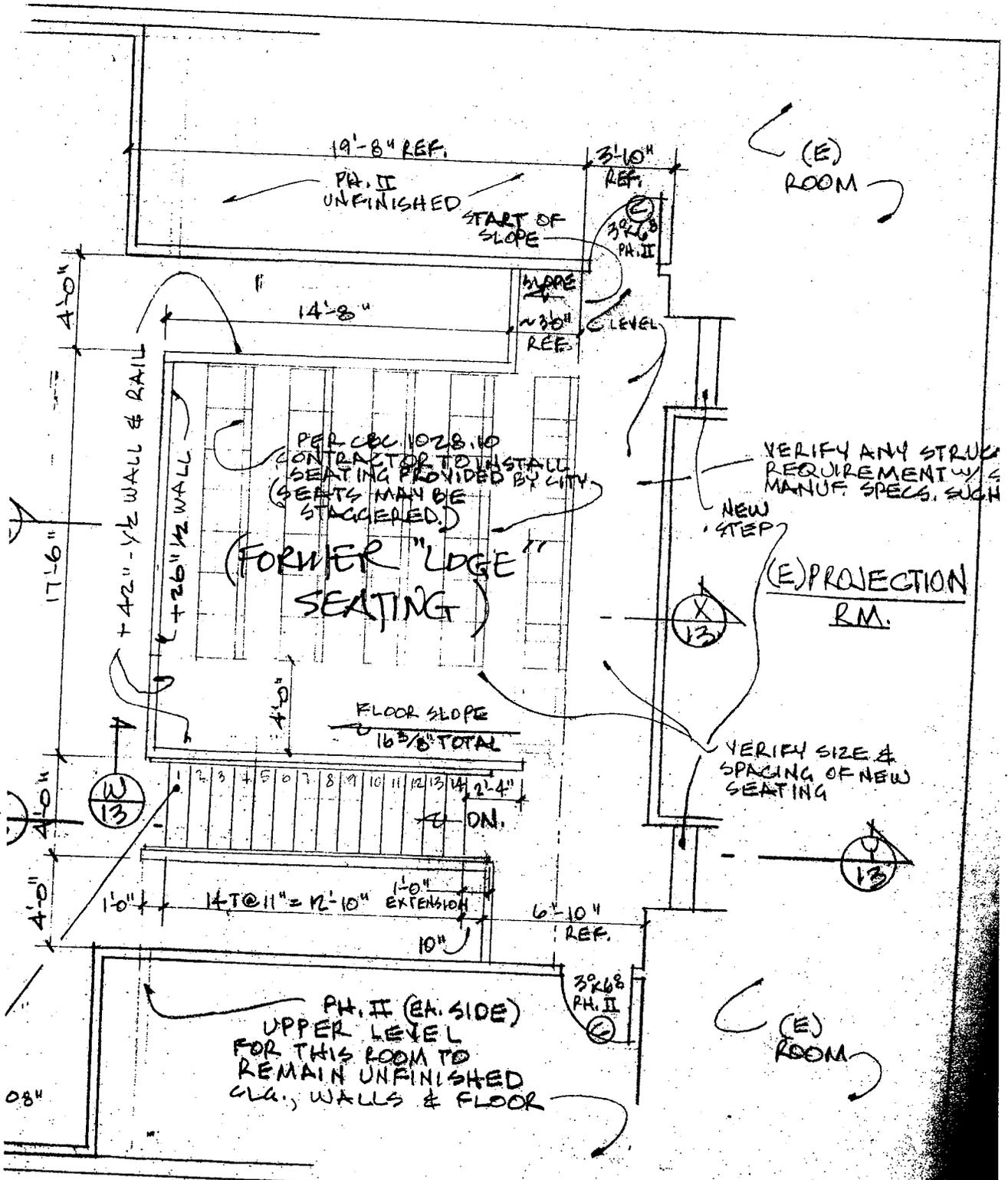
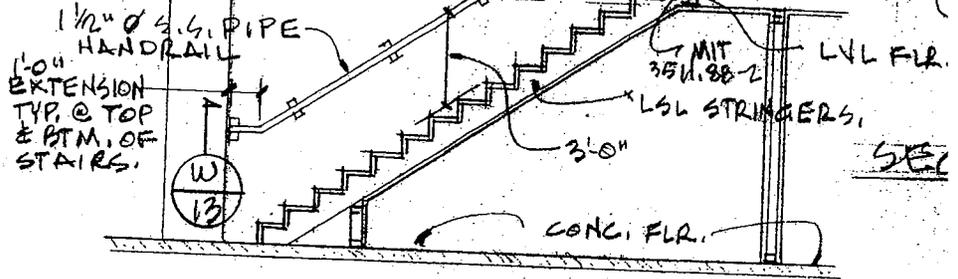
RECOMMENDATION:

That the City Council:

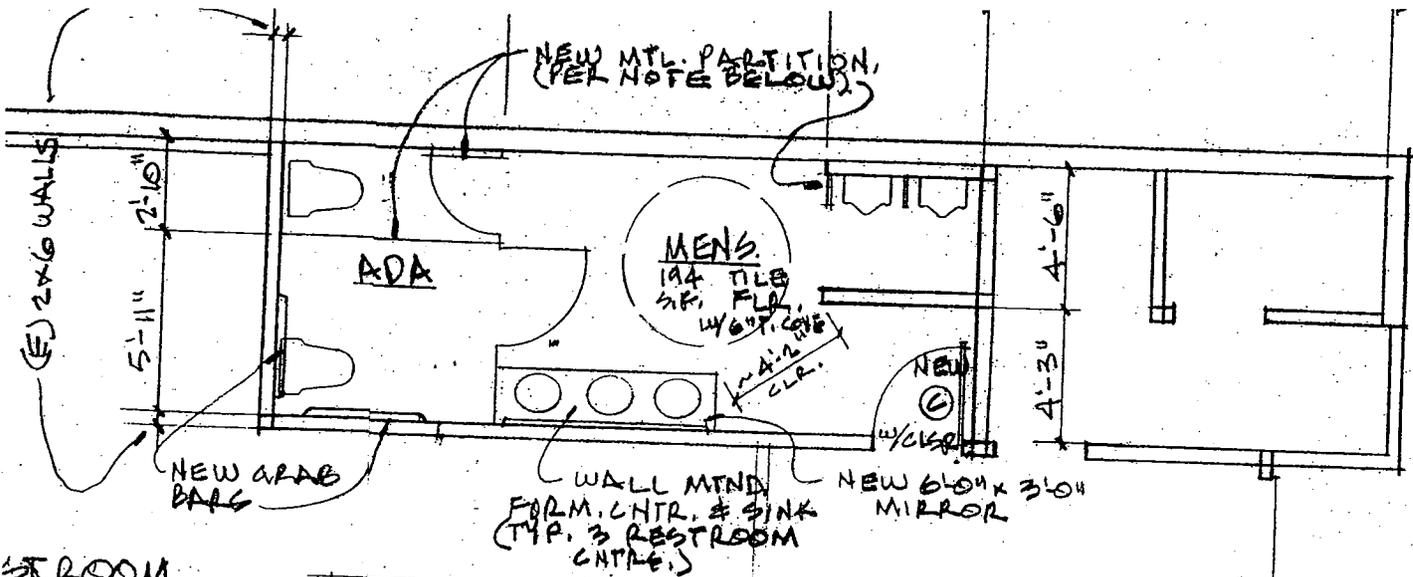
- AUTHORIZE STAFF TO SOLICIT PROPOSALS FOR COMPLETION OF PHASE 2 OF THE RODGER'S THEATER RESTORATION PROJECT.

4" X 360 T.J. I.S.
6" O.C.

105 2.37/188

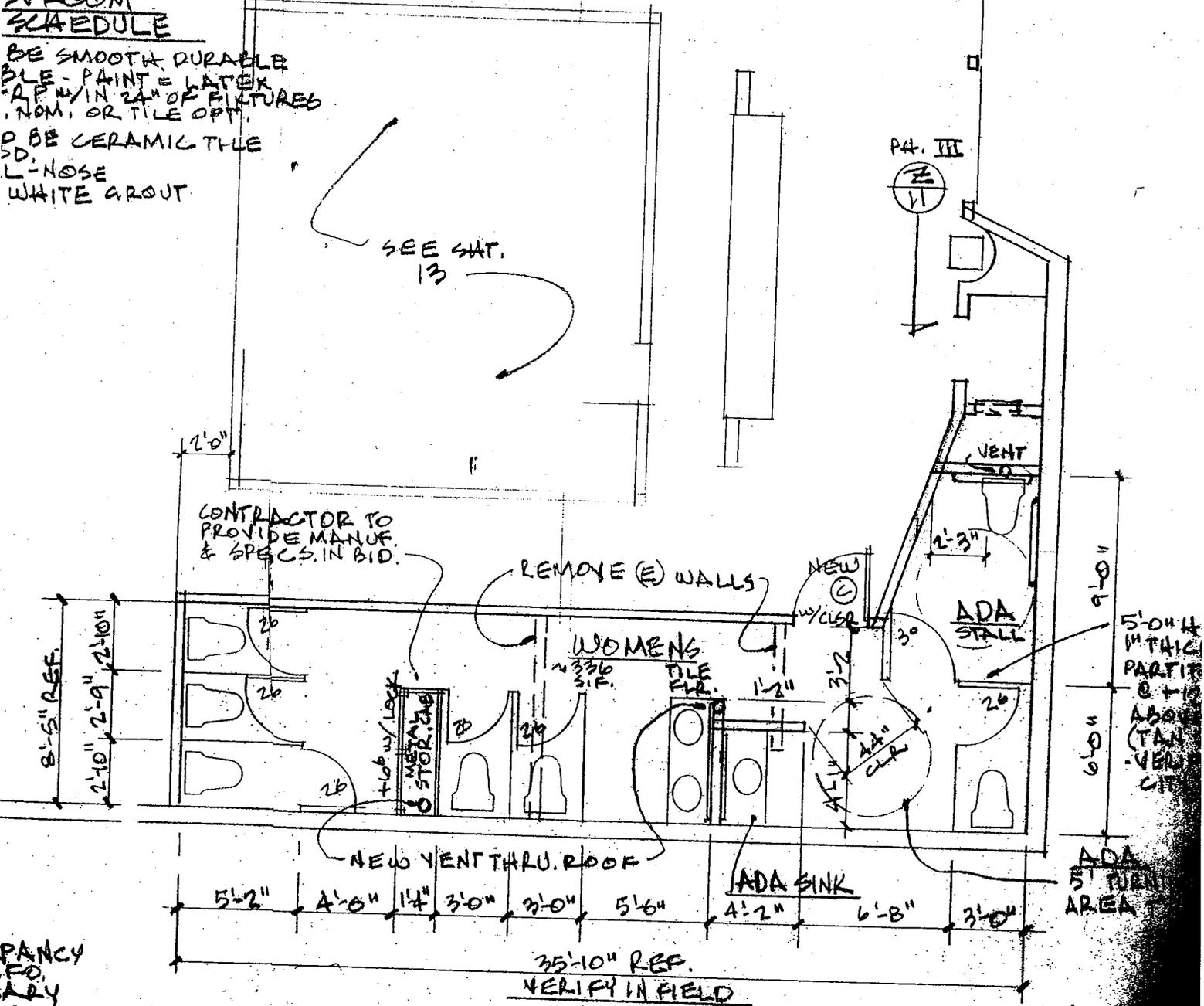


2ND STORY FLOOR PLAN



ST ROOM SCHEDULE

- BE SMOOTH DURABLE
- BLE - PAINT = LATER
- APPLY IN 24" OF FIXTURES
- NOM. OR TILE OPT.
- DO BE CERAMIC TILE
- SD.
- L-NOSE
- WHITE GROUT



PANTRY TO TRY ID. & RECT.

PHASE 2 1ST STORY FLOOR PLAN (PHASE 3 NOTE)

SCALE: 1/4" = 1'-0"