



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, JANUARY 12, 2010
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Becky Hill
Ross Turner
Toni Parkins
John Leach
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. ADJOURN TO CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to subdivision (b) of Section 54956.9:

1 Issue

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Section 54956.8

**Potential Property Easement Acquisition: APN No.: 71-140-12 (Portion),
Toomes Avenue. Purpose: Creation of a Pedestrian Easement for
Sidewalk installation.**

**Negotiating Party: Stephen Kimbrough, John Brewer, Ed Anderson and John
Stoufer.**

D. RECONVENE AND REPORT ON CLOSED SESSION: 7:30 p.m.

E. PLEDGE OF ALLEGIANCE:

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

1. Proclamation: January 2010 National Mentoring Month.

Melissa Mendoca, Mentoring Coordinator for the Tehama County Department of Education will be present to accept the Proclamation.

**2. Presentation: Paint Product Stewardship Grant Update by Kristina Miller,
Landfill Agency Manager, Tehama County Sanitary Landfill Agency.**

G. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:

H. BUSINESS FROM THE FLOOR: If there is anyone in the audience wanting to speak on an item not already on tonight's Agenda, if so, please come to the podium, identify yourself and briefly present your information to the Council. **A three-minute time limit will apply unless the Council makes an exception due to special circumstances. If your matter will require more time or formal action by the Council, the law requires that it be placed on the printed Agenda for a future meeting so that interested members of the public will have the chance to appear and speak on the subject.**

- I. **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 December 8, 2009 Meeting with any necessary corrections.
 5. January 6, 2010 Claim Warrant - \$1,206,515.16.
 6. January 6, 2010 Wages and Salaries - \$476,245.91.
 7. December 2009 – Treasurer’s Report.
 8. Business License Report – January 6, 2010.
 9. December 2010 Building Permit Valuation - \$34,415.
 10. City of Corning Wastewater Operation Summary Report – December 2009.
 11. Award Three-Year Pavement Striping/Removal Contract to Central Striping Service, Inc.
 12. Approve Partial Payment in the amount of \$178,356 to Wadell Engineering Corporation for Professional Services on the Airport Runway Improvement Project.
 13. Approve Progress pay Estimate No. 3 in the amount of \$254,243.10 to Teichert Construction for the Airport Runway Improvement Project.
 14. Approve Time Change for the Airport Commissions Scheduled Quarterly Meetings from 7:30 p.m. to 6:30 p.m.
 15. Approve Recommendation of Saturday, May 15, 2010 as the Date for the Corning Municipal Airport Open House and Dedication of Improvements.
 16. Approve Recommendation of Frank Barron for the Appointment to the City Planning Commission.
- J. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- K. **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.**
- L. **REGULAR AGENDA:**
17. Annual Selection of Vice Mayor.
 18. Approve Monthly Rent, Terms and Tenant for Corning Municipal Airport Owned Home located at 642 Blackburn Avenue.
 19. Approve Rental of Transportation Center Space to Corning Café.
 20. Concrete Median Barrier Installation, Driveway Encroachment Repairs and Potential Public Easement & Pedestrian Access Serving 2005 Solano Street.

21. Adopt Resolutions 01-12-10-02 & 01-12-10-03 Authorizing Partnership with Northern Rural Training & Employment Consortium (NoRTEC) and Approve Participation in Citywide Energy Efficiency Retrofit Programs.

M. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

N. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

O. REPORTS FROM MAYOR AND COUNCIL MEMBERS:

22. Hill:

23. Turner:

24. Parkins:

25. Leach:

26. Strack:

P. ADJOURNMENT!:

POSTED: FRIDAY, JANUARY 8, 2010

PROCLAMATION
JANUARY 2010
NATIONAL MENTORING MONTH
IN THE CITY OF CORNING

WHEREAS, mentoring is a longstanding concept in which a dependable, caring adult provides guidance, support, and encouragement to facilitate a young person's social, emotional, and cognitive development; and

WHEREAS, research on mentoring shows that formal, high quality mentoring focused on developing the competence and character of the mentee, promotes positive outcomes such as improved academic achievement, self-esteem, social skills, and career development; and

WHEREAS, research on mentoring also indicates strong evidence of the success in reducing substance use and abuse, academic failure, and delinquency; and

WHEREAS, mentoring, in addition to preparing young people for school, work, and life, is also extremely rewarding for those serving as mentors; and

WHEREAS, the effects of the nationwide mentoring gap is strongly felt in Tehama County where so many young people want and need the support of an effective mentor; and

WHEREAS, the designation of January as National Mentoring Month has focused attention on the essential role mentoring plays in the lives of young people, moving them to fulfill their promise and potential; and

WHEREAS, the month-long celebration will encourage more organizations and individuals to become more involved in the mentoring movement; and

WHEREAS, the Tehama County Mentoring Program, as a state and nationally recognized award-winning program, supports and appreciates the many local mentors who are focused on building strong relationships with young people who need positive role models.

NOW, THEREFORE I, GARY R. STRACK, MAYOR OF THE CITY OF CORNING, DO HEREBY PROCLAIM THE MONTH OF JANUARY 2010 AS "MENTORING MONTH" IN THE CITY OF CORNING and honor all individuals who have chosen to become mentors to our youth and the organizations dedicated to making the future brighter for our young people.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12th day of January 2010.

GARY R. STRACK, MAYOR

ATTEST:

LISA M. LINNET, CITY CLERK

TEHAMA COUNTY SANITARY LANDFILL AGENCY



19995 Plymire Road • P.O. Box 8549
 Red Bluff, CA 96080
 Phone: (530) 528-1102
 FAX: (530) 528-9304
 E-mail: tclp@tco.net



December 22, 2009

MEMORANDUM

To: Board of Supervisors, Tehama County
 Council members, City of Corning
 Council members, City of Tehama
 Council members, City of Red Bluff

From: Kristina Miller, Landfill Agency Manager 

Subject: Paint Product Stewardship Grant

As you may recall, the Tehama County Sanitary Landfill Agency in coordination with San Joaquin County, and the City and County of San Francisco was awarded The 17th Cycle FY 2008/09 California Integrated Waste Management Board Household Hazardous Waste Discretionary Grant to develop the California Paint Product Stewardship Program. San Joaquin County is the grant manager. The objectives of the \$400,000 grant include:

1. Educate consumers and retailers on source reduction and the legal and practical issues and means to collect paint from the public,
2. Develop model language integrating Extended Producer Responsibility and use of recycled-content paint into purchasing policies
3. Ascertain and overcome the barriers to collecting paint in retail settings
4. Recruit retail collection sites for the take-back of latex paint,
5. Educate and recruit facilities to implement paint reuse programs, and
6. Work closely with local governments, retailers, and other stakeholders to provide technical and financial assistance to rollout the Paint Product Stewardship Program statewide, and then hand it over to industry in early 2011 as part of the National Paint Dialogue.

Significant progress is being made on the grant to reduce the financial burden on local governments to manage leftover paint. Outreach materials including a poster and flyer to educate consumers on how to buy the right amount of paint were developed. In addition, three paint collection sites have been recruited in Tehama County thus far to take-back paint. It is anticipated that other paint retailers will agree to take part in the pilot program as well. Each retail take-back location will receive training for their staff on the identification and collection of latex paint. A retailer paint collection guidance document was also compiled.

The grant funds the development of the take-back program and the recycling of latex paint at all collection sites in the three counties throughout the grant term. The ultimate goal is for the paint industry to take over and roll-out the program statewide in 2011, as part of the National Paint Dialogue. If a producer funded program is implemented, processing and disposal costs of latex paint received at the household hazardous waste facilities will be reduced dramatically. In Tehama County fifty-one percent of the total household hazardous waste (HHW) budget annually, which equates to \$30,000 is allocated towards the management and disposal of latex and oil-based paints. A statewide funding mechanism for the take-back of paint will dramatically reduce local jurisdictions HHW program costs.



**CITY OF CORNING
CITY COUNCIL MINUTES**

**TUESDAY, DECEMBER 8, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 7:15 p.m.

B. ROLL CALL:

Council:

**Becky Hill
Ross Turner
Toni Parkins
John Leach
Gary Strack**

Mayor:

All Council members were present.

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. ADJOURN TO CLOSED SESSION: 7:16 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to subdivision (b) of Section 54956.9:

1 Issue

D. RECONVENE AND REPORT ON CLOSED SESSION: 7:30 p.m.

Mayor Strack reported that the Council met in closed session and received legal advice and after receiving information from the League of California Cities, the Invocation will no longer be on the Agenda.

Mayor Strack then noted a typo on the Agenda under Item J-11, the effective date should read April 1, 2010, not April 1, 2020.

E. INVOCATION AND PLEDGE OF ALLEGIANCE:

City Manager Kimbrough led the Pledge of Allegiance.

F. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS: None

G. BUSINESS FROM THE FLOOR:

A member of the audience requested a sports program for children with special needs stating that she has children with special needs. The Mayor and City Manager informed her that they would have the Recreation Supervisor contact her (she will leave her number with City Manager Kimbrough). Councilor Turner informed her that all City Park play equipment is ADA compliant.

H. 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 November 24, 2009 City Council Meeting with any necessary corrections.**
- 3. November 2009 Wages and Salaries - \$419,682.81.**

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

4. **November 2009 - Treasurer's Report.**
5. **December 2, 2009 Claim Warrant - \$126,054.09.**
6. **Business License Report – December 2, 2009.**
7. **November 2009 Building Permit Valuation - \$2,400,941.56.**
8. **City of Corning Wastewater Operation Summary Report – November 2009.**
9. **Approve Progress Pay Estimate No. 2 in the amount of \$928,894.50 to Teichert Construction for the Airport Runway Improvement Project.**
10. **Approve Cancellation of the December 22, 2009 City Council Meeting Due to the Christmas Holidays.**

Mayor Strack introduced the Consent Agenda Items by title. With no further discussion, Councilor Turner moved to approve Consent Agenda Items 1-10. Councilor Leach seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Approved by a vote of 5-0.**

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

J. **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.**

11. **Public Hearing: Adopt Proposed Resolution No. 12-08-09-02, Setting Annual City of Corning Water Rate Increases of 3% Per Year Effective April 1, 2010 through April 1, 2014.**

Mayor Strack introduced this item by title and City Manager Kimbrough informed the Council and public present that notices were sent to all residents and the issue cannot be passed if 50% of the population opposes the increase. He further explained the rationale for the base rate, the rate increase timeline and the reasons for the proposed increase.

Mayor Strack then opened the public hearing and stated that the City has received two letters representing 4 parcels. With no comment he then closed the public hearing.

Councilor Leach stated he would like to go with the 3% percent increase for the first year and then revisit it. Councilor Hill stated she would like to see the City continue to plan for the future. City Engineer Ed Anderson stated that without the proposed increase the City will not qualify for the USDA Rural Development financing for the new well and associated apparatus.

With no further discussion, Councilor Parkins moved to adopt Resolution 12-08-09-02, A Resolution of the City Council of the City of Corning setting water rate increases of 3% per year effective April 1, 2010, April 1, 2011, April 1, 2012, April 1, 2013 and April 1, 2014. Councilor Leach seconded the motion. **Ayes: Strack, Hill, Turner, and Parkins. Opposed: Leach. Absent/Abstain: None. Approved by a vote of 4-1 with Leach opposed.**

Councilor Turner stated he voted in favor knowing that EPA will possibly impose new standards and the City needs to maintain its reserve funding for this reason.

K. **REGULAR AGENDA:**

12. **Application for an Off-Sale General Alcoholic Beverage Permit License and Finding of Public Convenience or Necessity, Corning 99 Cents Plus Grocery, Inc. Address: 2013 Solano St.**

Mayor Strack introduced this item by title explaining that the application is to sell hard liquor and announced the number businesses currently selling this in town. Councilor Parkins excused herself due to a conflict of interest at 7:48 p.m.

Councilor Leach stated that the business going into place next to Moller Realty plans to have a store and apply for the same type of license. Mayor Strack stated that the Council can not take that into consideration when making this decision, the Council will have to address that at the time of their application consideration. It was noted that the Council had received four letters opposing this license.

Councilor Hill stated that a liquor store had applied previously and the Council denied the application based on the number already in place and she didn't see where circumstances have changed.

Sam Sayegh addressed the Council stating that not a day goes by that they don't have customers asking why they don't sell liquor. He stated that currently there are four such licenses active in that census track. He stated that this is a service that they would add on to serve their clients. Councilor Turner clarified that Food Stamps cannot be used to purchase liquor.

Mr. Woodall stated that the Chief of Police and City Staff should be prepared, if approved, to be picking up broken bottles, and receiving calls of complaints should this be approved.

Mr. Sayegh stated that should they sell alcohol to someone already under the influence they would be fined. Councilor Leach asked the Police Chief his views on this; Chief Cardenas stated that he didn't feel it to be a problem.

Councilor Turner moved that having reviewed the application for an off-sale general Type 21 Alcoholic Beverage License at the 99 Cents Plus Grocery Store at 2013 Solano Street, finds that the "Public Convenience" will be served, as required under Business and Professions Code Section 23958.5(B)(2), and directs Staff to so completed the attached form and return it to the State Department of Alcoholic Beverage Control. Councilor Leach seconded the motion. **Ayes: Strack, Turner, and Leach. Opposed: Hill. Absent: None. Abstain: Parkins. Approved by a vote of 3-1-1 with Hill opposing and Parkins abstaining.**

Councilor Parkins reentered the meeting at 8:05 p.m.

13. Adopt Resolution No. 12-08-09-01; Authorizing Submittal of an Energy Efficiency and Conservation Block Grant Application, and Authorize City Manager to Execute Required Documents and Implement Project Specifications.

Mayor Strack introduced this item by title and turned it over to Public Works Director John Brewer for further explanation. Mr. Brewer stated that an audit had been completed that generated the spreadsheet provided to the Council that gave a dollar figure the City would be entitled to receive.

City Manager Kimbrough stated that real accolades go to John, Terry and Carl for their work on this project.

Councilor Hill moved to adopt Resolution 12-08-09-01 authorizing:

- The submittal of an Energy Efficiency and Conservation Block Grant Application in the amount of \$40,469; and
- Find that approval of the Energy Efficiency Project described in "Exhibit A" is no expansion of an existing use and therefore exempt from CEQA pursuant to Section 15301, Class 1; and
- Authorize the City Manager to execute required documents and implement project specifications.

Councilor Turner seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Approved by a vote of 5-0.**

14. Corning Skate and Bike Park Association's Informational Report.

Mayor Strack introduced this by title. John Richards addressed the Council and read a letter to the Council. Mr. Richards stated that although North Street Park and Yost Park would not be ideal to the Association, the City owns the land and would allow the money possibly used to purchase land to be used for construction and materials. He stated that the Association has provided some other possible locations, however if the City would have to utilize the \$200,000 the City has to purchase the land, that would leave the association with the responsibility of trying to raise an additional \$200,000 - \$300,000 for materials and labor/construction which is not realistic. Councilor Leach asked the timeframe for the Prop. 84 Grant and Planning Director Stoufer responded with an estimated time. Teresa Smith stated that the association can't really solicit funds because people want to know where the money will go and at this time we can't answer that question specifically. Councilor Hill stated that this is not a new item, it is something that her mother was working on when she was on the Council and that it is needed and the City needs to find the funds.

City Manager Kimbrough suggested letting Staff look into relocated apparatus at Yost, the purchase price of the property north of Yost, and possibly other options to bring back to Council in January.

By consensus of the Council, Staff will review and present options to Council at the first meeting in January and inform the Council via the Friday News Notes and keep the association informed as well. Mayor Strack stated that the Association Members present could inform their members that this will be brought back to the Council in January.

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

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

N. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**

15. Hill: None

16. Turner: None

17. Parkins: None

18. Leach: None

19. Strack: Talked about the need to design a policy for brush pickup. He also announced that he and Staff attended a meeting in Burlingame with FAA to discuss possible funding.

O. **ADJOURN TO CLOSED SESSION:** 8:40 p.m.

A member of the audience asked what is the trail? Mr. Stoufer answered the question.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Section 54956.8

Potential Land Acquisition:

**Potential Property: APN No.: 71-250-34, 1558 Houghton Avenue; Purpose:
To Extend the Jewett Creek Trail.**

Negotiating Party: Stephen Kimbrough, John Brewer, Ed Anderson and John Stoufer.

P. **RECONVENE AND REPORT ON CLOSED SESSION:** Mayor Strack reported that the Council met with the negotiating party members and gave them direction.

Q. **ADJOURNMENT!:** 9:01 p.m.

Lisa M. Linnet, City Clerk

**MEMORANDUM**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: January 6, 2010

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, January 12, 2010 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	12-30-09	\$	942,112.02
B.	Payroll Disbursement	Ending	12-30-09	\$	76,478.47
C.	Cash Disbursements	Ending	01-06-10	\$	187,924.67

GRAND TOTAL \$ 1,206,515.16

Not listed on this Warrant Register is the \$500 paid by the City to employee Fred McGee for the purchase of the kitchen range, fireplace insert, and three ceiling fans purchased for and installed in the City owned residence located at 642 Blackburn Ave.

REPORT.: Dec 30 09 Wednesday
 RUN.....: Dec 30 09 Time: 14:13
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-09 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
009768	12/08/09	ATT02	AT&T	1180.33	.00	1180.33	1003893	COMMUNICATIONS-	
009769	12/08/09	DEP15	DEPT OF JUSTICE	25.00	.00	25.00	091208	MAT & SUPPLIES-CITY COUNC	
009770	12/08/09	JON02	JONES INSURANCE	125.00	.00	125.00	091203	Gen. Insurance General Cit	
009771	12/08/09	KIM01	KIMBROUGH, STEPHEN J.	230.95	.00	230.95	091208	CONF/MTGS-CITY ADMIN	
009772	12/08/09	UNI07	UNION BANK OF CALIF	2655.00	.00	2655.00	2241	Bond Trustee	
009773	12/09/09	NOR09	NORTHERN CA TITLE COMPANY	2000.00	.00	2000.00	091209	PROF SVCS-PLANNING	
				-2000.00	.00	-2000.00	091209u	Ck# 009773 Reversed	
			Check Total.....:	.00	.00	.00			
009774	12/09/09	TEI00	TEICHERT CONSTRUCTION	836005.05	.00	836005.05	091209	RUNWAY CONST-AIRPORT	
009775	12/09/09	AIR00	AIRGAS NCN	43.38	.00	43.38	102927516	MAT & SUPPLIES-FIRE	
009776	12/09/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0911328	ProfServices Water Dept	
009777	12/09/09	CAM02	CAMELLIA VALLEY SUPPLY	632.81	.00	632.81	0730113	MAT & SUPPLIES-WTR	
009778	12/09/09	COM01	COMPUTER LOGISTICS, INC	24.00	.00	24.00	47321	COMMUNICATIONS-FIRE	
				28.00	.00	28.00	47322	COMMUNICATIONS-POLICE	
				20.00	.00	20.00	47373	Equip.Maint.-GEN CITY	
			Check Total.....:	72.00	.00	72.00			
009779	12/09/09	COP00	COP SHOP INSTALLATION INC	80.46	.00	80.46	2518	VEH OP/MAINT-POLICE	
009780	12/09/09	COR08	CORNING LUMBER CO INC	1299.60	.00	1299.60	091125	Mat/Supplies-	
009781	12/09/09	COR12	CORNING FORD MERCURY, INC	397.67	.00	397.67	117432	Veh Opr/Maint-POLICE	
				34.60	.00	34.60	117520	Veh Opr/Maint-POLICE	
			Check Total.....:	432.27	.00	432.27			
009782	12/09/09	DUR10	DURHAM PENTZ TRUCK CENTER	799.67	.00	799.67	64494	VEH OP/MAINT-FIRE	
009783	12/09/09	FIR01	FIRST BANKCARD	40.00	.00	40.00	091127	CONF/MTGS-BLD & SAFETY	
009784	12/09/09	FIT01	FITZPATRICK LAW OFFICES	418.85	.00	418.85	091202	City Attny Srvs LegalServ	
009785	12/09/09	GRA02	GRAINGER, W.W., INC	48.37	.00	48.37	913196602	MAT & SUPPLIES-ACO	
009786	12/09/09	HOL04	HOLIDAY MARKET #32	13.96	.00	13.96	34506	Mat/Supplies BuildingMain	
009787	12/09/09	INT00	INTERSTATE BATTERY SYSTEM	109.22	.00	109.22	10421853	VEH OP/MAINT-	

REPORT.: Dec 30 09 Wednesday
 RUN....: Dec 30 09 Time: 14:13
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-09 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
009788	12/09/09	NOR31	NORM'S PRINTING	62.24	.00	62.24	007719	PRINTING/ADV-POLICE	
009789	12/09/09	ODC01	OVERHEAD DOOR COMPANY	245.00	.00	245.00	28135	BLD MAINT-FIRE	
009790	12/09/09	OFF01	OFFICE DEPOT	110.52	.00	110.52	499590592	Office Supplies Policedis	
				16.97	.00	16.97	499590698	Office Supplies Policedis	
			Check Total.....	127.49	.00	127.49			
009791	12/09/09	PGE03	PG&E	36.31	.00	36.31	091201	Mat/Supplies PoliceServic	
009792	12/09/09	PGE04	PG&E	458.05	.00	458.05	091130	TranspFacility-	
009793	12/09/09	PGE05	PG&E	594.34	.00	594.34	091130	FIRE-ELECT & GAS	
009794	12/09/09	PGE2A	PG&E	89.21	.00	89.21	091130	ELECT-MARTINI, MCDONALD &	
				30.79	.00	30.79	091201	ELECT-CLELAND PROP	
			Check Total.....	120.00	.00	120.00			
009795	12/09/09	QUI02	QUILL CORPORATION	201.02	.00	201.02	1823009	Office Supplies-	
009796	12/09/09	SAF05	SAFARILAND, LLC	180.12	.00	180.12	I09308920	MAT & SUPPLIES-POLICE	
009797	12/09/09	TRI02	TRI-COUNTY NEWSPAPERS	112.88	.00	112.88	86183	THERMO PLASTIC-STR	
				227.06	.00	227.06	86412	Print/Advert. City Clerk	
				70.88	.00	70.88	86602	OFFICE SUPPLIES-PLANNING	
			Check Total.....	410.82	.00	410.82			
009798	12/09/09	USA01	USA BLUE BOOK	845.45	.00	845.45	947681	MAT & SUPPLIES-WTR	
009799	12/09/09	XER00	XEROX CORPORATION	152.28	.00	152.28	044689179	EQUIP MAINT-POLICE	
009800	12/10/09	DEP12	DEPT OF JUSTICE	96.00	.00	96.00	765930	PROF SVCS-POLICE	
009801	12/10/09	FIR02	FIRST BANKCARD	172.06	.00	172.06	091127	K-9 PROGRAM-	
009802	12/10/09	WAT02	WATSON, THOMAS J.	56.10	.00	56.10	091210	PROF SVCS-POLICE	
009803	12/11/09	BRE01	BREWER, JOHN	153.72	.00	153.72	091211	RUNWAY CONST-AIRPORT	
009804	12/15/09	ARA02	ARAMARK UNIFORM SRV. INC.	1.43	.00	1.43	091211	Mat/Supplies-	
				31.42	.00	31.42	0316481	Mat/Supplies-	
				31.42	.00	31.42	0326387	Mat/Supplies-	
				31.42	.00	31.42	0336570	Mat/Supplies-	
				31.42	.00	31.42	0346389	Mat/Supplies-	
			Check Total.....	127.11	.00	127.11			
009805	12/15/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0911577	ProfServices Water Dept	

REPORT.: Dec 30 09 Wednesday
 RUN.....: Dec 30 09 Time: 14:13
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-09 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
009806	12/15/09	CAM02	CAMELLIA VALLEY SUPPLY	304.45	.00	304.45	0730092	DRAINAGE IMPROV-STR PROJ	
				95.26	.00	95.26	0731205	MAT & SUPPLIES-WTR	
			Check Total.....:	399.71	.00	399.71			
009807	12/15/09	CHE02	CHEM QUIP, INC.	16.18	.00	16.18	2062323IN	MAT & SUPPLIES-WTR	
				9.12	.00	9.12	2062324IN	MAT & SUPPLIES-WTR	
			Check Total.....:	25.30	.00	25.30			
009808	12/15/09	COR11	CORNING SAFE & LOCK	17.27	.00	17.27	2619	MAT & SUPPLIES-STR	
009809	12/15/09	CRI01	CRITICAL REACH	265.00	.00	265.00	10-118	EQUIP MAINT-POLICE	
009810	12/15/09	HOL04	HOLIDAY MARKET #32	55.95	.00	55.95	34571	Mat/Supplies-ACO	
009811	12/15/09	MCC05	MCCURDY'S TRUCK REPAIR	160.00	.00	160.00	6150	VEH OP/MAINT-	
009812	12/15/09	OFF01	OFFICE DEPOT	27.06	.00	27.06	500631168	Office Supplies PoliceDis	
009813	12/15/09	QUI02	QUILL CORPORATION	75.27	.00	75.27	2056766	Office Supplies-FINANCE	
009814	12/15/09	RED15	RED TRUCK ROCK YARD, LLC	129.90	.00	129.90	124	DRAINAGE IMPROV-STR PROJ	
009815	12/15/09	SWW00	SWWC SERVICES, INC.	44156.20	.00	44156.20	16971	PROF SVCS-WWTP	
				2640.67	.00	2640.67	16972	PRETREATMENT PROG-SWR	
				2138.18	.00	2138.18	16989	PROF SVCS-WWTP	
				599.54	.00	599.54	17001	CAP REPLAC-SWR IMPROV	
			Check Total.....:	49534.59	.00	49534.59			
009816	12/15/09	UST00	USTA NORCAL	198.00	.00	198.00	091215	REC INSTRUCT-REC	
009817	12/16/09	CEN01	CTR OF EXCELLENCE IN EDU.	800.00	.00	800.00	091214	TRAINING/ED-POLICE	
009818	12/16/09	COM01	COMPUTER LOGISTICS, INC	1369.67	.00	1369.67	47400	MACH/EQUIP-FINANCE	
009819	12/16/09	CON07	CONEXIS	30.00	.00	30.00	11090R348	MEDICAL INS-COBRA	
009820	12/16/09	COR10	CORNING GLASS & MIRROR	45.00	.00	45.00	29119	K-9 PROGRAM-POLICE	
009821	12/16/09	NOR09	NORTHERN CA TITLE COMPANY	1000.00	.00	1000.00	091216	PARKLAND DEV	
				-1000.00	.00	-1000.00	091216u	Ck# 009821 Reversed	
			Check Total.....:	.00	.00	.00			
009822	12/16/09	PUR02	PURCHASE POWER	5018.99	.00	5018.99	091204	COMMUNICATIONS-GEN CITY	
009823	12/16/09	VAL07	VALLEY VETERINARY CLINIC	200.84	.00	200.84	57340	K-9 PROGRAM-POLICE	

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
009824	12/16/09	WAR04	WARREN, GLORIA	332.50	.00	332.50	091216	REC INSTRUCT-REC
009825	12/17/09	KIM01	KIMBROUGH, STEPHEN J.	164.89	.00	164.89	091217	CONF/MTGS-CITY ADMIN
009826	12/22/09	ATT09	AT&T	64.78	.00	64.78	091207	MAT & SUPPLIES-WTR
009827	12/22/09	BAK01	BAKER AND TAYLOR	47.70	.00	47.70	501051829	Books/Periodic. Library
009828	12/22/09	BAS01	BASIC LABORATORY, INC	58.00	.00	58.00	0911802	ProfServices Water Dept
009829	12/22/09	BAT01	BATTERIES PLUS	31.18	.00	31.18	113435	MAT & SUPPLIES-POLICE
009830	12/22/09	CAL09	CALIF PEACE OFFICERS ASSN	129.41	.00	129.41	091221	Training/Educ. PoliceService
009831	12/22/09	CAR12	CARREL'S OFFICE MACHINES	2.57	.00	2.57	087044	MAT & SUPPLIES-LIBRARY
			Check Total.....:	4.84	.00	4.84	087726	MAT & SUPPLIES-LIBRARY
009832	12/22/09	CAS07	CASE POWER & EQUIPMENT,	738.43	.00	738.43	862705	MAT & SUPPLIES-
009833	12/22/09	COR05	CORNING AUTO CENTER	40.00	.00	40.00	32716	VEH OP/MAINT-
			Check Total.....:	80.00	.00	80.00	32817	VEH OP/MAINT-
009834	12/22/09	FED01	FEDERAL EXPRESS	30.74	.00	30.74	943766666	PROF SVCS-LGL SVCS
009835	12/22/09	HOL04	HOLIDAY MARKET #32	103.48	.00	103.48	34557	Mat/Supplies-ACO
009836	12/22/09	LAS03	LASER "RENEW" ZIT	173.15	.00	173.15	15894	OFFICE SUPPLIES-POLICE
009837	12/22/09	LEA01	LEAGUE OF CALIF CITIES	3953.00	.00	3953.00	96303	ASSOC DUES-CITY COUNCIL
009838	12/22/09	NEX02	NEXTEL	413.45	.00	413.45	086319097	COMMUNICATIONS-POLICE
009839	12/22/09	SWR01	SWRCE/APRS	3308.00	.00	3308.00	WD0012675	Annual Permit WWTP
			Check Total.....:	1226.00	.00	1226.00	WD0016427	PERMITS-STATE REQ/WTR
			Check Total.....:	4534.00	.00	4534.00		
009840	12/22/09	TEH30	TEHAMA CNTY AIR POLLUTION	272.00	.00	272.00	091216	MAT & SUPPLIES-
009841	12/28/09	ATT13	AT&T	723.04	.00	723.04	091211	COMMUNICATIONS-
009842	12/28/09	BLA05	LEE BLAYLOCK	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN
009843	12/28/09	BRA03	BRASIER, DEL	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN

REPORT.: Dec 30 09 Wednesday
 RUN...: Dec 30 09 Time: 14:13
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-09 Bank Account.: 1020

PAGE: 005
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
009844	12/28/09	CAM02	CAMELLIA VALLEY SUPPLY	389.71	.00	389.71	0730111	DRAINAGE IMPROV-STR PROJ
009845	12/28/09	COR20	CORNING ELECTRONICS	156.93	.00	156.93	10085184	SMALL TOOLS-FIRE
009846	12/28/09	DAW01	TATIA DAWLEY	75.00	.00	75.00	091230	UNIFORMS/CLOTH-POLICE
009847	12/28/09	DEM03	DEMO, CHRIS	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN
009848	12/28/09	GAL03	GALBRAITH, JOE	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN
009849	12/28/09	GRO00	GROOTVELD, TROY	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN
009850	12/28/09	HOL04	HOLIDAY MARKET #32	106.94	.00	106.94	34565	Mat/Supplies-ACO
				5.98	.00	5.98	34591	Mat/Supplies BuildingMain
			Check Total.....:	112.92	.00	112.92		
009851	12/28/09	INT04	INTERNATIONAL ASSOCIATION	120.00	.00	120.00	091209	Assoc.Dues PoliceServices
009852	12/28/09	JOB02	JOBE, WAYNE	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN
009853	12/28/09	JOH06	JOHNSON'S TURBO CLEAN	792.87	.00	792.87	2926	MAT & SUPPLIES-BLD MAINT
009854	12/28/09	LAR01	LARRY'S PEST & WEED,	4667.00	.00	4667.00	28974	WEED/TREE SPRAY-STR
009855	12/28/09	LIB03	LIBERTEL	700.00	.00	700.00	175108	EQUIP MAINT-POLICE
				88.17	.00	88.17	175122	EQUIP MAINT-POLICE
			Check Total.....:	788.17	.00	788.17		
009856	12/28/09	LIN02	LINNETS TIRE SHOP	117.95	.00	117.95	51647	Veh Opr/Maint-POLICE
009857	12/28/09	LMC01	LN CURTIS & SONS	4708.88	.00	4708.88	118389100	EQUIP REPLAC-FIRE
009858	12/28/09	MCG11	MCGEE, FRED	175.00	.00	175.00	091230	SAFETY ITEMS-PW ADMIN
009859	12/28/09	PGE2A	PG&E	49.20	.00	49.20	091216	ELECT-BLUE HERON CT
009860	12/28/09	PHI01	PHIL'S AUTOMOTIVE	220.00	.00	220.00	34164	PROF SVCS-POLICE
009861	12/28/09	ROS00	ROSS, DAWN	75.00	.00	75.00	091230	UNIFORMS/CLOTH-POLICE
009862	12/28/09	SIM02	SIMPLEX GRINNELL	600.00	.00	600.00	65170708	EQUIP MAINT-FIRE
009863	12/28/09	SUN01	SUNRISE ENVIRONMENTAL	85.86	.00	85.86	92849	MAT & SUPPLIES-FIRE
009864	12/28/09	WAR04	WARREN, GLORIA	204.25	.00	204.25	091223	REC INSTRUCTOR-REC
009865	12/28/09	WES02	WESTERN BUSINESS PRODUCTS	39.97	.00	39.97	021562	Equip.Maint.-FIRE

REPORT.: Dec 30 09 Wednesday
 RUN.....: Dec 30 09 Time: 14:13
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-09 Bank Account.: 1020

PAGE: 006
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
009866	12/29/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0912027	ProfServices Water Dept
009867	12/29/09	DEP03	DEPT OF TRANS/CAL TRANS	83.05	.00	83.05	186621	Equip.Maint. St&Trf Light
009868	12/29/09	HOL04	HOLIDAY MARKET #32	56.50	.00	56.50	34561	Mat/Supplies BuildingMain
009869	12/29/09	KNI00	KNIFE RIVER CONSTRUCTION	809.28	.00	809.28	104096	A/C CITYWIDE-STR PROJ
009870	12/29/09	PAC16	PACIFIC TELEMANAGEMENT SE	38.00	.00	38.00	164257	COMMUNICATIONS-GEN CITY
009871	12/29/09	PGE2B	PG&E	6017.62	.00	6017.62	091223	ELECT-WWTP
009872	12/29/09	QUI02	QUILL CORPORATION	89.20	.00	89.20	2346257	Office Supplies-FINANCE
009873	12/29/09	RED15	RED TRUCK ROCK YARD, LLC	108.25	.00	108.25	129	MAT & SUPPLIES-STR
009874	12/29/09	SCH01	LES SCHWAB TIRE CENTER	27.00	.00	27.00	414340	Veh Opr/Maint-WTR
009875	12/29/09	USA01	USA BLUE BOOK	35.07	.00	35.07	957888	MAT & SUPPLIES-WTR
009876	12/30/09	KEN00	KEN VAUGHAN & SONS	904.17	.00	904.17	000B001011	Landscape Maint-Parks
009877	12/30/09	KEN01	KEN VAUGHAN & SONS	800.00	.00	800.00	000B001011	Janitorial

Cash Account Total.....: 942112.02
 Total Disbursements.....: 942112.02
 Cash Account Total.....: .00

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
4292	12/15/09	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	A91215	POLICE OFFICER ASSOC
4293	12/15/09	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	A91215	WITHHOLDING ORDER
4294	12/15/09	EDD01	EMPLOYMENT DEVELOPMENT	3520.16	.00	3520.16	A91215	STATE INCOME TAX
				1095.19	.00	1095.19	1A91215	SDI
			Check Total.....	4615.35	.00	4615.35		
4295	12/15/09	ICM01	ICMA RETIREMENT TRUST-457	3366.23	.00	3366.23	A91215	ICMA DEF. COMP
4296	12/15/09	OEU03	OPERATING ENGINEERS	625.00	.00	625.00	A91215	CREDIT UNION SAVINGS
4297	12/15/09	PERS1	PUBLIC EMPLOYEES RETIRE	26583.21	.00	26583.21	A91215	PERS PAYROLL REMITTANCE
4298	12/15/09	PERS4	Cal Pers 457 Def. Comp	1105.00	.00	1105.00	A91215	PERS DEF. COMP.
4299	12/15/09	PRE03	PREMIER WEST BANK	2363.08	.00	2363.08	A91215	HSA DEDUCTIBLE
4300	12/15/09	TEH15	TEHAMA CO SHERIFF'S DEPT	589.71	.00	589.71	A91215	WAGE ASSN # 43462
4301	12/15/09	VAL06	VALIC	2259.25	.00	2259.25	A91215	AIG VALIC P TAX
4306	12/30/09	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	A91230	POLICE OFFICER ASSOC
4307	12/30/09	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	A91230	WITHHOLDING ORDER
4308	12/30/09	EDD01	EMPLOYMENT DEVELOPMENT	3279.01	.00	3279.01	A91230	STATE INCOME TAX
				965.28	.00	965.28	1A91230	SDI
			Check Total.....	4244.29	.00	4244.29		
4309	12/30/09	ICM01	ICMA RETIREMENT TRUST-457	441.00	.00	441.00	A91230	ICMA DEF. COMP
4310	12/30/09	OEU03	OPERATING ENGINEERS	625.00	.00	625.00	A91230	CREDIT UNION SAVINGS
4311	12/30/09	PERS1	PUBLIC EMPLOYEES RETIRE	26845.72	.00	26845.72	A91230	PERS PAYROLL REMITTANCE
4312	12/30/09	PERS4	Cal Pers 457 Def. Comp	477.25	.00	477.25	A91230	PERS DEF. COMP.
4313	12/30/09	TEH15	TEHAMA CO SHERIFF'S DEPT	589.71	.00	589.71	A91230	WAGE ASSN # 43462
4314	12/30/09	VAL06	VALIC	771.75	.00	771.75	A91230	AIG VALIC P TAX
			Cash Account Total.....	76478.47	.00	76478.47		
			Total Disbursements.....	76478.47	.00	76478.47		

REPORT: Jan 06 10 Wednesday
 RUN: Jan 06 10 Time: 15:40
 Run By: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 01-10 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
009890	01/05/10	AND01	ED ANDERSON	7515.00	.00	7515.00	091231	ProfServices-
009891	01/05/10	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	0912149	ProfServices Water Dept
009892	01/05/10	BRE01	BREWER, JOHN	400.00	.00	400.00	000B001011	VEH OP/MAINT-
009893	01/05/10	CAR03	CARDENAS, ANTHONY	400.00	.00	400.00	000B001011	ProfServices PoliceServic
009894	01/05/10	CHE02	CHEM QUIP, INC.	54.98	.00	54.98	2062669IN	MAT & SUPPLIES-WTR
009895	01/05/10	COR01	CORNING VETERINARY	555.49	.00	555.49	23664	ProfServices-
				100.20	.00	100.20	23712	ProfServices-ACO
			Check Total.....	655.69	.00	655.69		
009896	01/05/10	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000B001011	Finance Dept.
009897	01/05/10	COR08	CORNING LUMBER CO INC	127.74	.00	127.74	091226	Mat/Supplies-
009898	01/05/10	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B001011	CngChamberComm. Economic
009899	01/05/10	COR12	CORNING FORD MERCURY, INC	180.02	.00	180.02	18871	Veh Opr/Maint-POLICE
				31.20	.00	31.20	18927	Veh Opr/Maint-POLICE
				76.50	.00	76.50	118042	Veh Opr/Maint-POLICE
			Check Total.....	287.72	.00	287.72		
009900	01/05/10	DEP12	DEPT OF JUSTICE	175.00	.00	175.00	770062	PROF SVCS-POLICE
009901	01/05/10	FIR00	FIRST BANKCARD	39.98	.00	39.98	091230	OFFICE SUPPLIES-CITY CLER
009902	01/05/10	FIR01	FIRST BANKCARD	731.17	.00	731.17	091230	RUNWAY CONSTR-AIRPORT
009903	01/05/10	FIR02	FIRST BANKCARD	86.45	.00	86.45	091230	SAFETY ITEMS-POLICE
009904	01/05/10	GRA02	GRAINGER, W. W., INC	79.80	.00	79.80	914649586	MAT & SUPPLIES-ACO
009905	01/05/10	HAL05	HALL, ROBERT	104.70	.00	104.70	000B001011	ProfServices FireDepartme
009906	01/05/10	NAP01	NAPA AUTO PARTS	745.61	.00	745.61	091221	Veh Opr/Maint-
				114.29	.00	114.29	091221F	SM TOOLS-
			Check Total.....	859.90	.00	859.90		
009907	01/05/10	NEX01	NEXTEL COMMUNICATIONS	369.16	.00	369.16	091229	COMMUNICATIONS-
009908	01/05/10	NOR03	NCCSIF	27648.50	.00	27648.50	2010166	WORKERSCOMP-GEN CITY
009909	01/05/10	NOR25	NORTHERN LIGHTS ENRGY, INC	2777.16	.00	2777.16	15150	VEH OP/MAINT-

REPORT.: Jan 06 10 Wednesday
 RUN.....: Jan 06 10 Time: 15:40
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 01-10 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
009909	01/05/10	NOR25	NORTHERN LIGHTS ENRGY, INC	2127.05	.00	2127.05	15189	MAT & SUPPLIES-
				281.39	.00	281.39	15190	VEH OP/MAINT-FIRE
			Check Total.....:	5185.60	.00	5185.60		
009910	01/05/10	NOR31	NORM'S PRINTING	584.55	.00	584.55	007727	MAT & SUPPLIES-REC
009911	01/05/10	PET03	PETTY CASH	297.98	.00	297.98	100104	PROF SVCS-
009912	01/05/10	PGE01	PG&E	22484.06	.00	22484.06	091222	Electricity General City-
				257.63	.00	257.63	091226	ELECT-
			Check Total.....:	22741.69	.00	22741.69		
009913	01/05/10	PGE2C	PG&E	2000.00	.00	2000.00	000697832	RUNWAY CONSTR-AIRPORT
009914	01/05/10	PIT01	PITNEY BOWES	241.84	.00	241.84	000B001011	Rents/Leases Finance Dept
009915	01/05/10	QUI02	QUILL CORPORATION	186.83	.00	186.83	2446966	Office Supplies-FINANCE
009916	01/05/10	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000B001011	K-9 PROGRAM-POLICE
009917	01/05/10	SEI01	SEILER, ROY R., CPA	2069.10	.00	2069.10	23533	ProfServices-Finance
009918	01/05/10	TLD01	TEDC	208.33	.00	208.33	000B001011	Economic Devel
009919	01/05/10	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B001011	Prof. Svcs.-Fire Dept.
009920	01/05/10	USB01	US BANCORP	839.99	.00	839.99	140730185	Rents/Leases-GEN CITY
009921	01/05/10	VAL07	VALLEY VETERINARY CLINIC	120.60	.00	120.60	57953	K-9 PROGRAM-POLICE
009922	01/05/10	WAS01	WASTE MANAGEMENT OF	100964.60	.00	100964.60	091231	WASTE MGMT PYMT-SOLID WAS
009923	01/06/10	CLA01	CLARKS DRUG STORE	74.34	.00	74.34	3657	K-9 PROGRAM-POLICE
				40.60	.00	40.60	03976	MAT & SUPPLIES-POLICE
				9.71	.00	9.71	38484	MAT & SUPPLIES-POLICE
			Check Total.....:	124.65	.00	124.65		
009924	01/06/10	COR01	CORNING VETERINARY	490.00	.00	490.00	23665	SPAY/NEUTER VOUCHER PROGR
				70.00	.00	70.00	23714	SPAY/NEUTER VOUCHER PROGR
			Check Total.....:	560.00	.00	560.00		
009925	01/06/10	DAY03	DAY WIRELESS SYSTEMS	82.62	.00	82.62	960956	EQUIP MAINT-POLICE
				66.00	.00	66.00	960957	EQUIP MAINT-POLICE
				121.00	.00	121.00	960958	EQUIP MAINT-POLICE

REPORT.: Jan 06 10 Wednesday
 RUN.....: Jan 06 10 Time: 15:40
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 01-10 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
			Check Total.....:	269.62	.00	269.62		
009926	01/06/10	DEP10	DEPT OF MOTOR VEHICLES	164.65	.00	164.65	100104	TRAINING/ED-POLICE
009927	01/06/10	GRA02	GRAINGER, W.W., INC	624.40	.00	624.40	915073300	MAT & SUPPLIES-
009928	01/06/10	HAT10	HATFIELD'S	367.75	.00	367.75	091225	Mat/Supplies-
009929	01/06/10	INT01	INTERLAND BUSINESS SUPPLY	354.99	.00	354.99	100104	Office Supplies-
009930	01/06/10	INT13	INTERNATIONAL COUNCIL OF	100.00	.00	100.00	091218	ASSOC DUES-CITY ADMIN
009931	01/06/10	MCC01	MCCOY'S HARDWARE & SUPPLY	45.92	.00	45.92	091225	MAT & SUPPLIES-
009932	01/06/10	PAT02	PATERSON ELECTRIC,	1112.87	.00	1112.87	1812	RUNWAY CONST-AIRPORT
009933	01/06/10	PGE04	PG&E	790.08	.00	790.08	091229	TranspFacility-
009934	01/06/10	PGE05	PG&E	1732.79	.00	1732.79	091229	FIRE-ELECT & GAS
009935	01/06/10	PGE2A	PG&E	104.46	.00	104.46	091229	ELECT-MARTINI, MCDONALD &
009936	01/06/10	TEH13	TEHAMA CO AUDITOR	19.00	.00	19.00	091231	PkngCiteToCnty PoliceServ
009937	01/06/10	THO01	THOMES CREEK ROCK CO	502.87	.00	502.87	091231	DRAINAGE IMPROV-STR PROJ
009938	01/06/10	AND03	ANDERS, JOANN	315.00	.00	315.00	10-2013	PROF SVCS-HOUSING REHAB
			Check Total.....:	595.00	.00	595.00	10-2014	GRANT ADM/HOUSING ELEMENT
009939	01/06/10	ATT02	AT&T	1137.98	.00	1137.98	1066401	COMMUNICATIONS-
009940	01/06/10	BEN03	LEXISNEXIS MATTHEW BENDER	1151.49	.00	1151.49	100105	BOOKS/PERIODICS-LGL SVCS
009941	01/06/10	BUR03	BURTON, MICHELLE	576.00	.00	576.00	100106	REC INSTRUCT-REC
009942	01/06/10	FIT01	FITZPATRICK LAW OFFICES	377.12	.00	377.12	100105	City Attny Srvs LegalServ
009943	01/06/10	PGE03	PG&E	52.53	.00	52.53	091230	Mat/Supplies PoliceServic
009944	01/06/10	PGE2A	PG&E	26.18	.00	26.18	091231	ELECT-CLEVELAND PROP
009945	01/06/10	STA03	SHAC	59.00	.00	59.00	2009-1048	TRAINING/ED-ACO

Cash Account Total.....: 187924.67 .00 187924.67
 Total Disbursements.....: 187924.67 .00 187924.67

CITY OF CORNING**DECEMBER 2009****TREASURERS REPORT**

AGENCY	BALANCE	RATE	MATURES ON
LOCAL AGENCY INVESTMENT FUND	2,049,576.69	.90	
PREMIER WEST BANK	196,387.89	1.78	03/28/10
PREMIER WEST BANK	176,030.83	1.78	04/20/10
TRUST ACCOUNTS			
PREMIER WEST BANK RIDELL TRUST	207,346.71	2.52	06/13/10

Respectfully Submitted

Pala Cantrell
City Treasurer

Date.: Jan 6, 2010
Time.: 3:58 pm
Run by: LORI

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWS
Group: WFFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
CASA RAMOS	636 EDITH AVE	CORNING, CA 96021	BARAJAS	DOROTEO MEXICAN RESTAURANT - FULL SERVICE	01/05/10	(530)824-3123
CHERYL'S AUTO TRANSP	903 FIFTH ST	CORNING, CA 96021	RAMIREZ	CHERYL AUTO TRANSPORTING	12/11/09	(530)570-2094
SMITH, KENDRA -PREMI	1906 SCOTT AVE	CORNING, CA 96021	SMITH	KENDRA INDEPENDENT JEWELRY DISTRIBUTOR	12/11/09	(530)586-1327

1/7/2010
7:25:47AM

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 12/1/2009 thru 12/31/2009

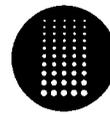
Page 1

Item No.: I-9

Owner and Address	Parcel Number	Issued On	Valuation
GENE LACY 1315 TEHAMA ST CORNING CA 96021 Permit Description: CHANGE OUT 100 AMP. SERVICE	7105202 Site Street Address: 1315 TEHAMA ST	12/1/2009	750.00
TERRESA AMUNDSON 1234 LINK ST CORNING CA 96021 Permit Description: CHANGE OUT 100 AMP SERVICE	7123114 Site Street Address: 1234 LINK ST	12/1/2009	750.00
CAROL H. COX 798 EDITH AVE CORNING CA 96021 Permit Description: RUN NEW CIRCUIT, CHANGE OUTLETS,ADD PC	6926063 Site Street Address: 798 EDITH AVE	12/2/2009	3,750.00
FRED HOLMAN 1612 COLUSA ST CORNING CA 96021 Permit Description: CHANGE & REFRAME 3 WINDOWS , SOME SIDIN	7104209 Site Street Address: 1612 COLUSA ST	12/7/2009	700.00
LOU BLANKENSHIP 303 SOLANO ST CORNING CA 96021 Permit Description: REDUCT HVAC SYSTEM	7308504 Site Street Address: 303 SOLANO ST	12/17/2009	1,760.00
HELEN JACKSON 1541 RICE AVE CORNING CA 96021 Permit Description: REROOF OVER EXISTING	7122410 Site Street Address: 1541 RICE AVE	12/23/2009	6,175.00
ELWIN WOLCOTT 2148 COLUSA ST CORNING CA 96021 Permit Description: CHANGE OUT HVAC UNIT ON ROOF	7106106 Site Street Address: 2148 COLUSA ST	12/23/2009	8,800.00

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 12/1/2009 thru 12/31/2009

Owner and Address	Parcel Number	Issued On	Valuation
RANDY HARDWICK 299 N. MARGUERITE AVE CORNING CA 96021 Permit Description: CUT IN HVAC UNIT ON ROOF	7531001 Site Street Address: 299 N. MARGUERITE AVE	12/23/2009	10,980.00
ALFRED GARCIA 1206 FIRST ST CORNING CA 96021 Permit Description: TEAR OFF & REROOF	7313310 Site Street Address: 1206 FIRST ST	12/23/2009	750.00
9 Permits Issued from 12/1/2009 Thru 12/31/2009 FOR A TOTAL VALUATION OF \$ 34,415.00			
*** END OF REPORT ***			



**CITY OF CORNING
WASTEWATER OPERATION SUMMARY REPORT
December 2009**

Below is a summary of the Monthly Operations Report that will be available for City review on January 12, 2010.

- 1) Filled out monthly reports.
- 2) Performed weekly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Sent vehicle report to Texas.
- 5) Wasted to thickener.
- 6) Pumped to beds from thickener.
- 7) Changed chart on So3 analyzer.
- 8) Safety meeting
- 9) Cleaned up shop.
- 10) Inspected eyewash and emergency showers.
- 11) Unloaded chlorine truck.
- 12) Cleaned So2 pump.
- 13) Cleaned chlorine building.
- 14) Checked eye wash stations.
- 15) Tested all chlorine and So2 sensors.
- 16) River samples.

- 17) Took state cyanide sample test results to city.
- 18) Cleaned probe at lift station.
- 19) Calibrated So₃ analyzer.
- 20) Tested alarms with Fire Dept.
- 21) Tel-Star calibrated all flow meters.
- 22) Sprayed weeds around plant.
- 23) Cleaned 5 drying beds.
- 24) Built new air system for bioassay.
- 25) Win Benbow set alarms at lift station.
- 26) Tony's Refrigeration, installed new chiller for bioassay.
- 27) Replaced ball valve at headworks.
- 28) Ran new bioassay test.
- 29) Ordered new 0-14 charts for PH meter.
- 30) Gave plant tour to 10 children and 2 teachers from Flournoy.
- 31) Cleaned hot spots around town.
- 32) Took seconded storm water samples at Airport and WWTP.
- 33) Took storm water samples to lab.
- 34) Cleaned back room.
- 35) IIPP plant inspection.
- 36) Finished inspection of Restaurants in city.
- 37) Ordered new tubing for bioassay tanks.
- 38) Took Pretreat letter to city.

Total daily plant flow for the month of December 2009 was 674,677 GPD.

Total daily plant flow for the previous month of November 2009 was 676,170 GPD

December 2009

Industrial Flow = 437,331 GPD
(Flow into the Bell Carter Ponds)

Domestic Flow = 674,677 GPD

November 2009

Industrial Flow = ? GPD

Domestic Flow = 676,170 GPD

ITEM NO.: I-11
AWARD THREE-YEAR PAVEMENT
STRIPING/REMOVAL CONTRACT TO
CENTRAL STRIPING SERVICE, INC.

JANUARY 12, 2010

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

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

STEVE
JB

SUMMARY:

Staff requested bids for a three-year pavement striping and striping removal services contract. This contract, if approved will begin on January 1, 2010 and end on December 30, 2012. Staff recommends awarding the three-year contract to the over all low bidder, Central Striping Service, Inc.

BACKGROUND:

The street striping on many streets within the City Limits fades and wears away due to heavy use and exposure to weather creating possible safety issues. Bidding each individual street project is an expensive and time-consuming process. To control expenses and expedite the process, the Public Works Director requested and received City Council authorization to utilize the bid process to obtain a three-year contract for these services to utilize on various projects as needed throughout the City.

BID ANALYSIS:

Though we solicited bids from three separate firms, advertised in the newspaper, and posted with local Builder's Exchanges, only two bids were submitted. We opened the bids on November 30, 2009, at 2:00 p.m.

Attached for Council review is a spreadsheet that summarizes the two bids in the columns under "Bid Results". There were a total of 14 specified bid items (striping, stop bars, crosswalks, etc.). Central Striping Service Inc, from Rancho Cordova, submitted a bid that included lower bids on 8 of the 14 items. The other bidder; Traffic Solutions from Redding, submitted a bid that included lower bids on 6 of 14 specified items. The point here is the bid results cannot be simply evaluated based solely on the number of "lower bid items". We were also concerned about potential hidden costs, such as "mobilization fees", that might be charged to complete our striping projects.

To better evaluate and “quantify” the bids, we called both bidders and asked about mobilization costs; the costs to move personnel and equipment to Corning to complete work. Those responses are shown along the bottom row of the Bid Results.

We also ran a “test scenario” to better evaluate the bids based on a typical work order. In fact, we used the solicitation for pavement painting that we’d put together in 2008. The results are detailed under the “Test Scenario” columns on the attached spreadsheet. We also included the cost of the same services from our previous contractor (Apply-A-Line) for comparison purposes. In the test scenario, Central Striping Services provides the lower cost striping services.

Note that if the “Mobilization Costs” were appended to the test scenario bid, Central Striping’s advantage would further increase.

A contract for the striping and paving services with Central Striping Service is attached for your consideration.

RECOMMENDATION:

- **MAYOR AND COUNCIL AWARD THE THREE-YEAR CONTRACT TO CENTRAL STRIPING SERVICE, INC. FOR PAVEMENT STRIPING AND REMOVAL SERVICES.**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT FOR PAVEMENT STRIPING AND REMOVAL SERVICES WITH CENTRAL STRIPING SERVICE, INC.**

**Bid Results Spreadsheet
Pavement Striping and/or Removal Services**

Bid Results			Test Scenario				
Thermo Plastic Type	Unit	Traffic Solutions	Central Striping Service Inc.	Proposed Quantity	Current-(Apply-A-Line)	Traffic Solutions	Central Striping Svc.
STRIPING	-----	-----	-----				
White Fog Line	LF	\$ 0.28	\$ 0.30				
Yellow Lead Line	LF	\$ 0.28	\$ 0.30				
White/Yellow Skip	LF	\$ 0.28	\$ 0.30	2412	\$ 964.80	675.36	723.6
White 8" Turn	LF	\$ 0.40	\$ 0.60				
Yellow Double	LF	\$ 0.40	\$ 0.60	400	\$ 500.00	\$ 160.00	\$ 240.00
Yellow 2-Way Left	LF	\$ 0.40	\$ 0.50				
Amber & White two-way safety reflectors	EA						
12" White/Yellow Crosswalk/Bar	LF	\$ 6.50	\$ 2.00				
		\$ 4.00	\$ 3.00	500	\$ 1,500.00	\$ 2,000.00	\$ 1,500.00
LEGENDS	-----	-----	-----				
Stop Legend	Each	\$ 145.00	\$ 65.00				
25 & 35 MPH Legends	Each	\$ 115.00	\$ 55.00	2	\$ 680.00	\$ 230.00	\$ 110.00
Stop Ahead Legend	Each	\$ 250.00	\$ 93.00				
Handicapped Parking Legend	Each	\$ 295.00	\$ 70.00				
School Xing Slow	Each	\$ 315.00	\$ 240.00				
GRINDING	Sq. Ft.	\$ 4.95	\$ 3.00				
				Totals	\$ 3,644.80	\$ 3,065.36	\$ 2,573.60
Mobilization Costs		under \$5,000 job-\$2,400; over \$5,000 job-no fee	\$500 but "can waive"				

CONTRACT BETWEEN THE CITY OF CORNING

AND

CENTRAL STRIPING SERVICE, INC.

FOR

PAVEMENT STRIPING AND/OR REMOVAL SERVICES

THIS CONTRACT is made between the City of Corning ("City") and Central Striping Service, Inc. ("Contractor") and entered into on the date signed by City.

1. DUTIES OF CONTRACTORS/ SCOPE OF WORK

For and in consideration of the payments and agreements to be made and performed by City and under the conditions expressed in the documents attached hereto, Contractor shall, at it's own cost and expense, perform all the work and furnish all the materials, except as are mentioned in the specifications to be furnished by City, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City, all work (pavement striping and/or removal) described herein, in accordance with the specification. These specifications are hereby incorporated by reference as a part of this contract.

2. PRIORITY OF DOCUMENTS.

If there be any conflict between the terms of this instrument and the bid or proposal of Contractor, this instrument shall control and nothing herein shall be considered as City's acceptance of the conflicting terms.

3. WORKERS' COMPENSATION CERTIFICATION

Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work under this contract.

4. INDEMNIFICATION

Contractor shall indemnify, defend and save harmless City and its agents, officers and employees ("City") from and against any and all liability expenses, including defense costs and legal fees, which City may incur in relation to any claim or any action brought by the "second lowest bidder" pursuant to Labor Code Section 1750 or Public Contract Code Sections 19102 or 20104.70, whether or not the "second lowest bidder" prevails in that action.

5. REIMBURSEMENT / PAYMENT

(A) City shall reimburse Contractor in accordance with the documents referred to in Paragraph 1. Contractor agrees to receive and accept the prices on the attached Bid Schedule as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or

discontinuance of work and for well and faithfully completing the work in the manner and according to the documents listed in Paragraph 1 and the requirements of the City under them.

(B) The payment schedule is as shown in the Specifications.

6. CONTRACT DOCUMENTS

(A) The Contract Documents shall consist of this Contract; together with the Notice of Call for Sealed Bids, including project information provided by the City to construction contract bidders and notice addenda; the proposal or bid document submitted by Contractor to the City; and any supplemental or special conditions to this Contract, as may subsequently be agreed upon in writing by the parties. The intention of the parties is that the Contract documents shall place on Contractor the obligation to provide all labor, materials, equipment and expertise necessary for the proper execution and completion of the work, and set forth the terms and conditions of payment therefore, and that the Contractor shall perform all work which may be reasonably necessary to produce the intended results.

(B) If specifications and drawings have been prepared for the work, the specifications and drawings are intended to correlate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the drawings.

(C) The term "work" as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in such construction.

7. CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor and not an employee, agent or representative of City. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold City harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers and others, including compliance with Social Security, withholding and all other regulations governing such matters.

8. NOTICES

Notices required or permitted shall be given and received by either party if made by personal delivery or three (3) days after being posed in the U.S. mail, first class postage prepaid, or facsimile transmission, addressed to:

To Contractor: Geri Lesniewski, Vice President
 3489 Luyung Drive
 Rancho Cordova, CA 95742

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

9. **MISCELLANEOUS PROVISIONS**

(A) Arbitration, Governing Law and Venue. Any claim or demand for monetary compensation or damages, arising under or relating to the performance of this Contract, shall be resolved through arbitration under the rules and procedures of the American Arbitration Association. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in a proper court located in Tehama County, California.

(B) Assignment of Contract. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the City.

(C) Binding Effect. This Contract shall inure to the benefit of and shall be binding upon Contractor and City and their respective successors and assigns.

(D) Severability. In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(E) Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by the parties.

(F) Termination. This Contract may be terminated by the City upon notice in the event that project funding is unavailable or materially decreases before or following commencement of the project work.

(G) Prevailing Wages. The Contractor shall fully comply with prevailing wage rate requirements, as specified in California Labor Code Sections 1770 and following, and related implementing regulations.

(H) Unfair Business Practice Claims. The Contractor shall assign all unfair business practice claims to the City as provided in California Labor Code Section 7103.5.

(I) Entire Agreement. This Contract and the other Contract Documents, as defined in Article 6 hereof, constitute the entire agreement between the parties. There are no understanding, agreements, representations or warranties, express or implied, not specified in this Contract or other Contract Documents. Contractor, by the execution of this Contract, acknowledges that Contractor has read and understands this Contract and all other Contract Documents, and agrees to be bound by all of the terms and conditions therein.

(J) Attorney's Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses, and reasonable attorney's fees incurred by the prevailing party (including, without limitation, such costs, expenses and fees on appeal) and, if such prevailing party shall recover judgment in any such action or proceeding, such costs and expenses, including those of expert witnesses and attorney's fees, shall be included as part of the judgment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the last date indicated below.

CITY OF CORNING

CONTRACTOR:

Stephen J. Kimbrough, City Manager

By:
Title:

Date Signed: January 1, 2010

Date Signed: _____

Date Awarded: January 1, 2010

Licensed in accordance with an act providing
for the registration of Contractors,

License No.: _____

Classification: _____

ATTEST:

Lisa Linnet
City Clerk
City of Corning

By: _____

**ITEM NO.: I-12
APPROVE PARTIAL PAYMENT IN THE
AMOUNT OF \$178,356 TO WADELL
ENGINEERING CORPORATION FOR
PROFESSIONAL SERVICES ON THE AIRPORT
RUNWAY IMPROVEMENT PROJECT
JANUARY 12, 2010**

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

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

*STEVE
JK*

SUMMARY:

Attached for City Council review is a copy of Wadell Engineering Corporation invoice requesting partial payment of \$178,356 for engineering services on the Corning Municipal Airport Runway Project.

During the construction phase of the Airport Runway Improvement Project, Robert Wadell of Wadell Engineering Corporation provided professional consulting services. These services included monitoring the construction project to determine if the construction is in accordance with the plans and specifications. Attached is a copy of the Project Statement detailing the scope of services provided by Mr. Wadell pertaining to this project.

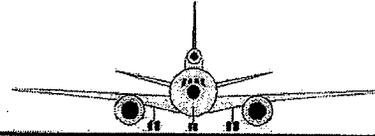
FINANCIAL:

The City requested reimbursement funds from the FAA for the amount of \$178,356 on January 6, 2010. By using the ECHO-Web payment request system, the City will receive reimbursement in a timely manner. The ECHO-Web is an official U.S. Federal Government web-based application and allows for prompt payment. After this payment a balance of \$15,719 will remain in the overall agreement. (Budget Line Item No. 621-9360-3500)

RECOMMENDATION:

Mayor and Council approve partial payment in the amount of \$178,356 to Wadell Engineering Corporation for professional services on the Airport Runway Improvement Project.

WADELL ENGINEERING CORPORATION



AIRPORT PLANNING • ENGINEERING • MANAGEMENT CONSULTANTS
SAN FRANCISCO BAY AREA CORPORATE HEADQUARTERS
1350 BAYSHORE HIGHWAY, SUITE 690, BURLINGAME, CA 94010-1838
PHONE & FAX (650) 348-5010

ROBERT P. WADELL, P. E.
President

January 5, 2010

Mr. Stephen Kimbrough
City Manager
City of Corning
794 Third Street
Corning, CA 96021

INVOICE #1422-1

Invoice for Professional Services rendered from inception through December 31, 2009 for Corning Municipal Airport Project Runway & Taxiway Construction Phase Services in accordance with our Master Agreement and Project Statement Exhibit 4.2.

Consulting Services (Construction Phase 92% Complete)	\$178,356
Previous Invoices	\$ 0
Total due this Invoice	\$178,356

Thank you,
WADELL ENGINEERING CORPORATION

A handwritten signature in cursive script that reads "Robert P. Wadell".

Robert P. Wadell, P.E.
President

Taxpayer ID #94-2250346

1422-INV.DOC

**EXHIBIT 4.2
PROJECT STATEMENT**

**PROJECT TITLE: CORNING MUNICIPAL AIRPORT
RUNWAY & TAXIWAY PAVING AND LIGHTING
CONSTRUCTION PHASE SERVICES**

SCOPE OF SERVICES:

This Project Statement is an addendum to the Master Agreement between the City of Corning and Wadell Engineering Corporation. The CONSULTANT will provide construction phase services for the Corning Municipal Airport Runway & Parallel Taxiway Paving and Lighting Project Base Bid and Additive Bid Item 1. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications.

The services include organization and attendance at a preconstruction conference; preparation of conference minutes; preparation of a construction management program for material acceptance testing; coordinating the notice to proceed; review and processing of contractor submittals and requests for information; procurement of an acceptance testing subconsultant; on-site construction observation during critical work periods; off-site pre-shipping review of new modular airport lighting vault, office support during construction; review and acceptance of contractor work schedule; review of contractor work relative to plans and specifications; review of quantities and payment requests; preparation of weekly and monthly reports, wage rate interviews, field order and change order processing; final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report. The Airport Layout Plan will be updated to reflect the new improvements upon completion.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

SCHEDULE OF SERVICES:

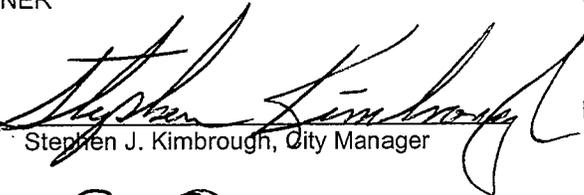
The construction contractor is allowed 120 calendar days for performance of the work. The Construction Phase Services shall be undertaken after the contract award and shall continue until 30 days after final inspection and closeout.

COMPENSATION:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of one hundred ninety four thousand and seventy five dollars (\$194,075) for the Construction Work Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.

Approved:
CITY OF CORNING
OWNER

WADELL ENGINEERING CORPORATION
CONSULTANT

By: 
Stephen J. Kimbrough, City Manager

By: 
Robert P. Wadell, President

Date: 9-8-09

Date: 9-8-09

ITEM NO: I-13
APPROVE PROGRESS PAY ESTIMATE NO. 3 IN
THE AMOUNT OF \$254,243.10 TO TEICHERT
CONSTRUCTION FOR THE AIRPORT RUNWAY
IMPROVEMENT PROJECT
JANUARY 12, 2010

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

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

JB *STEVE*

SUMMARY:

Attached for City Council review is a copy of Partial Pay Estimate No. 3 requesting payment of \$928,894.50 for the Corning Municipal Airport Runway Improvement Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to Teichert Construction.

FINANCIAL:

Project Engineer Robert Wadell of Wadell Engineering Corporation and the Director of Public Works have reviewed and approved this request.

Original Construction Contract	\$2,187,398.90
Contract Change Order No. 1	<u>\$ (45,730.00)</u>
Total Adjusted Contract Amount	\$2,141,668.90
PPE No. 1	\$ 830,806.30
Retention held (10%)	<u>\$ (83,080.63)</u>
Amount previously paid to Contractor	\$ 747,725.67
PPE No. 2	\$ 928,894.50
Retention to be held (10%)	<u>\$ (92,889.05)</u>
Amount previously paid to Contractor	\$ 836,005.05
PPE No. 3	\$ 254,243.10
Retention to be held (10%)	<u>\$ (25,424.31)</u>
Amount due to Contractor	\$ 228,818.79

The City requested reimbursement funds from the FAA for the amount of \$208,461 on January 6, 2010. By using the ECHO-Web payment request system, the City will receive reimbursement in a timely manner. The ECHO-Web is an official U.S. Federal Government web-based application and allows for prompt payment. The City will be responsible for the remaining difference of \$20,357.79 as part of the City's 5% match. (Budget Line Item No. 621-9360-3500) After this payment a balance of \$173,455 will remain in the overall contract.

BACKGROUND:

The contract for the Corning Municipal Airport Runway Improvement Project was awarded to Teichert Construction at the September 8, 2009 Regular City Council Meeting. Contract Change Order No. 1 eliminated three (3) distance signs and removed all fencing from the original contract.

The Federal Aviation Administration issued the City of Corning a Notice to Proceed on September 21, 2009. Teichert Construction's estimated date of completion is November 24, 2009.

RECOMMENDATION:

Mayor and Council approve Progress Pay Estimate No. 3 in the amount of \$254,243.10 to Teichert Construction for the Airport Runway Improvement Project.



INVOICE

TEICHERT CONSTRUCTION

P.O. BOX 1890 DAVIS, CA 95617-1890 530.436.4200

REMIT TO: P.O. BOX 13557 SACRAMENTO, CALIFORNIA 95853-8935

California Note: License # 220000-3

1300927

Invoice No: 2201605 Date: 1/4/2010

ATS Customer # 268815

CUSTOMER NAME City of Corning ADDRESS 784 Third Street CITY, STATE, ZIP Corning, CA 95021 ATTN: John L. Brewer/Robert Wadell

Estimate #2 Adjustment # For work performed at: Runway 7 Taxiway Paving & Lighting Imp Through: 12/31/09

Table with columns: QTY, CITY, LAST, ITEM, BILLING, NO., DESCRIPTION, ORIGINAL CONTRACT QUANTITY, CHANGE ORDER NUMBERS, CHANGE ORDER QUANTITY, REVISION CONTRACT QUANTITY, UNIT PRICE, ORIGINAL CONTRACT AMOUNT, REVISION CONTRACT AMOUNT, TOTAL CONTRACT AMOUNT, QUANTITY THIS PERIOD, AMOUNT THIS PERIOD, QUANTITY TO DATE, AMOUNT TO DATE. Includes a section for CONTRACT WORK Type of Work.

**ITEM NO: I-14
APPROVE TIME CHANGE FOR THE AIRPORT
COMMISSIONS SCHEDULED QUARTERLY
MEETINGS FROM 7:30 P.M. TO 6:30 P.M.
JANUARY 12, 2010**

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

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

SUMMARY:

At the January 4, 2010 Airport Commission meeting the Commission discussed and subsequently recommended that the City Council approve and set the regularly scheduled quarterly Airport Commission meetings on the first Monday of the month in January, April, July and October at 6:30 p.m.

BACKGROUND:

At the May 12, 2009 City Council Meeting, the City Council approved changing the established schedule for the Airport and Library Commission Meetings from monthly to quarterly with the new meeting dates to be held in January, April, July and October on the following days:

- Airport Commission: The first Monday of the month; and
- Library Commission: The first Wednesday of the month.

At the January 4, 2010 Airport Commission Meeting, the Commission considered an earlier start time for the regular quarterly meetings. The Commission concluded that moving the meeting from its traditional start time of 7:30 p.m. to 6:30 p.m. would better serve the Community and the Airport Commission.

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE CHANGING THE START TIME FOR THE
REGULARLY SCHEDULED QUARTERLY AIRPORT COMMISSION MEETINGS FROM 7:30
P.M. TO 6:30 P.M.**

**ITEM NO: I-15
CORNING MUNICIPAL AIRPORT OPEN HOUSE
AND DEDICATION OF IMPROVEMENTS
JANUARY 12, 2010**

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

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

SUMMARY:

The Airport Commission, at its regular meeting on Monday, January 4, 2010 discussed a Community Dedication of the Airport Improvements in conjunction with an Airport Open House. The Commission has recommended that the "Open House and Dedication" be held on Saturday, May 15, 2010.

The Commissioners are hoping to involve our Corning Experimental Aircraft Association, EAA Chapter 1148 in the program, which will include the Open House, Dedication, an invitation to neighboring pilots to fly in, and hopefully a pancake breakfast.

RECOMMENDATION:

MAYOR AND COUNCIL CONCUR WITH THE RECOMMENDATION OF THE AIRPORT COMMISSION ON THE DATE FOR THE AIRPORT DEDICATION AND OPEN HOUSE ON SATURDAY, MAY 15, 2010.

ITEM NO.: I-16
APPROVE RECOMMENDATION OF
FRANK BARRON FOR
APPOINTMENT TO THE CITY
PLANNING COMMISSION
JANUARY 12, 2010

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: GARY R. STRACK, MAYOR 

SUMMARY:

The City has received to applications for the vacant Planning Commissioner position. Mayor Gary Strack has interviewed both applicants and recommends Frank Barron to serve as a Commissioner on the City Planning Commission.

BACKGROUND:

On June 30, 2009 Planning Commissioner Jason Armstrong resigned his appointment to the City Planning Commission.

The City has received to applications for this vacant Commission position, one from Susan Price on December 22, 2009, and another from Frank Barron on January 6, 2010. Mayor Strack has interviewed both candidates on January 6, 2010 and finds that both would be excellent Commissioners.

After careful consideration, Mayor Strack recommends that the Council appoint Frank Barron to the Commission believing Mr. Barron's community involvement and connection with the local businesses would be beneficial to the Planning Commission and the City.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPOINT FRANK BARRON TO THE PLANNING COMMISSION EFFECTIVE JANUARY 12, 2010 TO FILL THE VACANCY CREATED BY THE RESIGNATION OF JASON ARMSTRONG.



CITY OF CORNING

APPLICATION FOR COMMISSION APPOINTMENT

RECEIVED
JAN 06, 2010
CORNING CITY CLERK

Date: Jan 5, 2010

- Commission: Planning Commission
 Recreation Commission
 Library Commission
 Airport Commission

Name: Frank Barron

Home Address: 510 Fourth St.
Corning, CA 96021

Phone No.: 824-5014

Business Address: Crane Mills
22938 South Ave, P.O. Box 318, Corning

Phone No.: 824-5427

Occupation: Chief Forester

Do you reside within the City of Corning? Yes X No _____

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions? Calif. Registered Professional Forester #2007. In my capacity as an RPF, I have been involved in Timber Harvest Planning, which is a "functionally equivalent" process under CEQA for 29 years. In the early 1980's, I was involved in the Shasta Co. General Plan process as a citizen advisory committee

Have you served on other Boards, Committees, or Commissions? Yes X No _____

If so, please list them: Calif. Forest Products Commission Board of Directors, 2001-2008 (Chairman, 2006); Tehama Co. Grand Jury 2006-2007; First Baptist Church of Corning, Elder Board (1985-present)

Have you researched the time and travel commitments associated with serving on this Commission? Yes X No _____

Can you meet those commitments? Yes X No _____

Please comment on your reasons for seeking this appointment.

I have an interest in serving Corning because the entire community has provided a great environment to raise my family of 5 kids, for the last 25 years. I would like to see Corning grow in an intelligent and orderly fashion in the future.
Frank Barron Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

Dealing with the Timber Remnant.



CITY OF CORNING

RECEIVED

DEC 22 2009

CITY OF CORNING

APPLICATION FOR COMMISSION APPOINTMENT

Date: 12-22-2009

- Commission:
- Planning Commission
 - Recreation Commission
 - Library Commission
 - Airport Commission

Name: Susan Price

Home Address: PO Box 376
115 Houghten Ave
Corning CA 96021

Phone No.: 824-0908

Business Address: —

Phone No.: —

Occupation: Grant Consultant

Do you reside within the City of Corning? Yes No

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions?
See attached letter

Have you served on other Boards, Committees, or Commissions? Yes No

If so, please list them:
See attached letter

Have you researched the time and travel commitments associated with serving on this Commission? Yes No

Can you meet those commitments? Yes No

Please comment on your reasons for seeking this appointment.
See attached letter

S. Price
Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

December 22, 2009

Honorable Mayor and City Councilmembers
City of Corning
794 Third Street
Corning, CA 96021

RE: Planning Commission vacancy

Dear Mayor Strack and City Councilmembers:

Please find attached my application for the Planning Commission vacancy. It is my understanding that the position has been vacant for several months.

I previously was an appointed member of the Planning Commission in 1989 during some of the same economic and community conditions that affect the City of Corning today, including high unemployment, lack of jobs, the need for affordable housing, downtown revitalization and a planning process that is a partnership between the City and potential development interests.

While the City is encouraging businesses and industry that create and retain jobs, this must be done with appropriate planning for the future of our community. I believe with my experience and education in the planning and community development area, I can add some vision and input as part of the City planning process.

My specific experience and qualifications in the planning area are as follows:

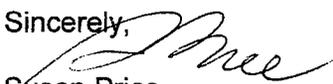
- Corning Planning Commission – 1989
- Corning City Council – 1990-98
- Director of Natural Resources and Long Range Planning/Planning
Director/General Plan Update Project Director – County of Trinity – 2007-2009
- Associate Housing Analyst – City of Woodland Redevelopment Agency – 2006-2007
- City Manager/Asst to the City Manager for Community and Economic Development – City of Red Bluff -1999-2006
- Community Development Coordinator – Community Housing Improvement Program (CHIP), Chico – 1991-1999

My education includes the following:

Masters in Public Administration – California State University, Chico
Bachelors in Sociology – Georgetown University, Washington, DC
Certificate in Land Use and Environmental Planning – University of California, Davis

I appreciate your consideration of my request to be appointed to the Planning Commission vacancy.

Sincerely,


Susan Price

CITY OF CORNING COMMISSIONS

Commissions	First Appointed	Present Term	Term Expires
<u>Planning Commission</u>			
Chairman: Jessie Lopez	2/14/06	4 Yrs.	Exp. 6/30/2011
Diana Robertson	1/11/95	4 Yrs.	Exp. 6/30/2013
Ryan Reilly	11/22/05	4 Yrs.	Exp. 6/30/2013
Vacant		4 Yrs.	Exp. 6/30/2011
Doug Hatley	6/26/07	4 Yrs.	Exp. 6/30/2011
<u>Recreation Commission</u>			
Shannon Boles	8-8-06	4 Yrs.	Exp. 6/30/2013
Allen Turner	4-14-09	4 Yrs.	Exp. 6/30/2011
Loretta Price	7/1/07	4 Yrs.	Exp. 6/30/2011
Kyle Lauderdale	7/1/97	4 Yrs.	Exp. 6/30/2013
Larry Johnson	2/12/08	4 Yrs.	Exp. 6/30/2013
<u>Library Commission</u>			
Chairman: Patricia Rasmussen	2003	4 Yrs,	Exp. 6/30/2011
Dean Blankenship	1/22/08	4 Yrs.	Exp. 6/30/2011
Vacant		4 Yrs.	Exp. 6/30/2013
Marilyn Bright	9-26-06	4 Yrs.	Exp. 6/30/2013
Vacant		4 Yrs.	Exp. 6/30/2013
<u>Airport Commission</u>			
Barbara Boot	1985	4 Yrs.	Exp. 6/30/2013
Louis Davies	8-25-09	4 Yrs.	Exp. 6/30/2011
Ed Pitman	8-25-09	4 Yrs.	Exp. 6/30/2011
R.J. "Tony" Miller	3/10/09	4 Yrs.	Exp. 6/30/2013
Daniel Solado	2/27/07	4 Yrs.	Exp. 6/30/2013

Updated: 9-21-09

ITEM NO: L-17
ANNUAL SELECTION OF VICE MAYOR
JANUARY 12, 2010

TO: HONORABLE AMYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

SUMMARY:

The City Council, at its meeting on February 24, 2009, concurred with the suggestion that the office of Vice Mayor be rotated every year for a one-year term in order to allow each member of the Council the opportunity to serve in this capacity. The effective date of the change is set for the first meeting in January.

BACKGROUND:

The discussion of the position of Vice Mayor arose during the "Team Building Workshop for City Council" that was facilitated by City Attorney Mike Fitzpatrick at the Council Meeting on February 24, 2009. The occasion gave the City Council the opportunity to discuss a number of items that are included as a part of the "City Council Procedures for Meetings" previously adopted by the Council.

The minutes of this meeting read:

"Vice Mayor: Mayor Strack suggested rotating the selection of Vice Mayor every year for a one-year term, with the change occurring during the first meeting in December with the effective date the first meeting in January, this way each member of the Council had the opportunity to serve in this capacity. Council agreed by consensus. Councilor Hill stated that every time you change the Vice Mayor the City would be required to change the signature card at the Bank for City accounts."

The position of Vice Mayor on the City Council is an important one. Though California Government Code, and many of the newer Cities use the title "Mayor Pro-Tem", Corning has traditionally called the position Vice Mayor.

The Vice Mayor has important responsibilities, which includes being prepared to Chair City Council Meetings in the absence of the Mayor, representing the City in the Mayor's absence at civic functions, and being prepared on short notice to sign City Warrants (checks) and legal documents for the City in the absence of the Mayor.

RECOMMENDATION:

MAYOR AND COUNCIL CHOOSE A COUNCIL MEMBER TO SERVE IN THE CITY POSITION OF VICE MAYOR

ITEM NO: L-18
APPROVE MONTHLY RENT, TERMS AND
TENANT FOR CORNING MUNICIPAL AIRPORT
OWNED HOME LOCATED AT 642 BLACKBURN
AVENUE
JANUARY 12, 2010

TO: HONORABLE AMYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STB

SUMMARY:

The residence at 642 Blackburn Avenue was bought as a part of an airport land purchase for buffer zones and future airport expansion. The property included the ten-acre parcel upon which the home sits. The City Employee who currently occupies the home as tenant is retiring and leaving the area. Keeping the home rented and occupied has been important for the security of the property, and 100 percent of the rental income goes to the Airport Enterprise Fund offsetting the need for the City to provide General Fund support for the Airport.

City Staff needs Council approval of the monthly rent, which is currently \$665 per month. The home could rent for \$900 a month. The terms would be month to month tenancy on that portion of the ten-acre parcel occupied by the home and the surrounding front and rear yards as shown on the arial photo prepared by the Public Works Director.

BACKGROUND:

City Staff retained Realtor Teresa Smith to provide placement services, including recommending a monthly rental rate and evaluating tenant applications. Her report is attached.

The current tenant is City Public Works Equipment Operator Fred McGee and his wife Izetta. When the home was rented to Mr. and Mrs. McGee, the same process of retaining placement service from a local Realtor was used. Renting to a well established City Employee has greatly simplified property management for the City, because the employee/tenant has coordinated needed repairs directly with the Public Works Department, usually doing the repairs themselves, leaving the City only the cost of materials.

City Public Works Maintenance Worker Wayne Jobe knew of Mr. McGee's pending retirement and approached the Public Works Director about renting the home. After some discussions, Staff decided to place the house with Realtor Teresa Smith and referred Mr. Jobe to her for a review.

With the recent history of working successfully with a tenant who is an established employee and Corning resident, moving forward with the rental of the home to Mr. Jobe is an excellent idea, but Staff requests City Council guidance on setting the rent. Our Realtor Ms. Smith believes that the home could rent for as much as \$900 to \$975 per month, but there are repairs that would be needed. She indicated that it would be appropriate for the City to set a lower rent in order to obtain an established tenant such as Mr. Jobe who would be willing to handle minor repairs himself leaving the City only with the materials cost. Working with the City employee also relieves the City of the need to retain a property management firm, which would save about 8% of the monthly rent.

After meeting with Teresa Smith, City Staff believes an appropriate rent for the home would be \$700 per month, which is an increase from the previous \$665 per month on a month to month tenancy with a clear understanding of the tenants willingness to make minor repairs when necessary.

The current tenant, Fred McGee, has offered to sell the City the kitchen range, fireplace insert, and the three ceiling fans, which he owns for \$500. Staff has consulted the rental agent who advised the City that this would be a bargain. Since the purchase is within the authority of the Purchasing Ordinance, Staff has included the \$500 payment in this meeting's Warrant Register for Council approval.

RECOMMENDATION:

MAYOR AND COUNCIL SET THE RENT OF THE CITY'S AIRPORT OWNED HOME AT 642 BLACKBURN AVENUE AT \$700 PER MONTH ON A MONTH TO MONTH TENANCY AND CONCUR WITH THE RECOMMENDATION TO RENT THE HOME TO CITY PUBLIC WORKS MAINTENANCE WORKER WAYNE JOBE.



1607 SOLANO STREET
CORNING, CA 96021
530-824-4101

City Of Corning
794 3rd St
Corning, CA 96021

January 8, 2010

To Whom It May Concern,

I have been asked to evaluate the property located at 642 Blackburn Ave. Corning, CA 96021 for the purpose of getting a value for the rental amount. It is my professional opinion it could rent for approximately \$900.00 a month for the house and the immediate area surrounding the house in a normal open rental market. As we all know we are not in a normal market in any aspect of real estate.

It is my understanding that the City has had a previous agreement renting to an employee, with that employee doing general maintenance to the property while they lived there with discounted rent. If that is the City's desire to continue with such an agreement then I would suggest that approximately \$700.00 a month would be a fair amount. That would **NOT** include also paying that employee an hourly wage on top of the discounted rent for maintenance.

I would also recommend that it be put in writing exactly what and how the tenant (employee) is to be responsible for maintaining, with the City supplying materials for any repairs. I also recommend that unless this tenant (employee) is a contractor no structural work is asked of them.

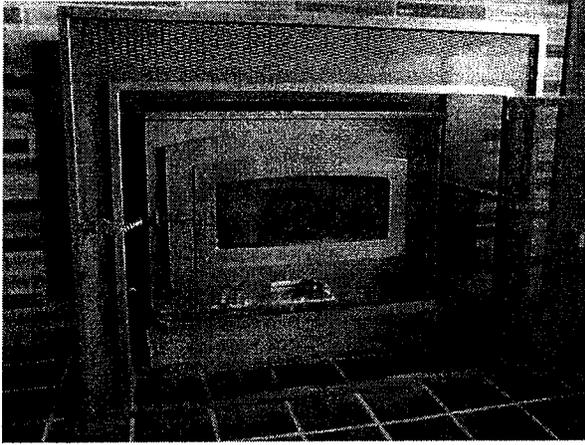
Of course these amounts are with the property in good condition. Upon my inspection I have seen several items that would need to be taken care of immediately.

In my meeting with Steve and Lisa we discussed several pro and cons to renting both in an open market and to an employee. I feel that as long as everything is addressed in writing it could be very beneficial to rent to an employee at a discounted rental amount.

I have also gone through the screening process of evaluating the employee (tenant) for the purpose of renting and it is our opinion that he would qualify under our standards.

Sincerely,
Teresa E Smith

These photos show improvements Fred McGee has made to the Blackburn house. He requests the city pay him for those improvements.



They include:

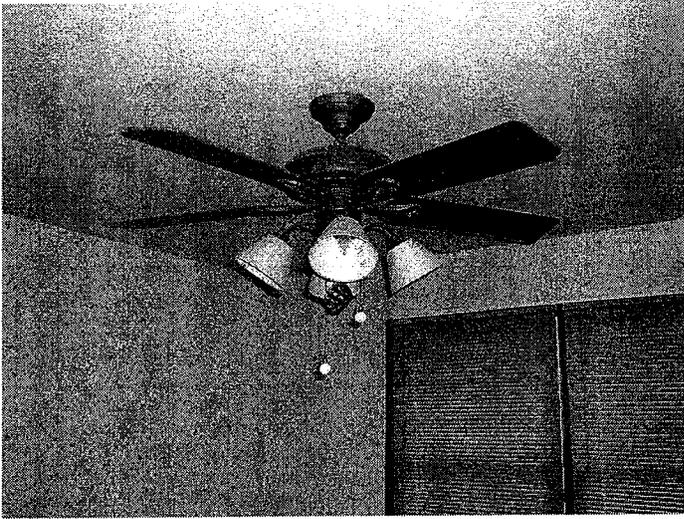
1. Fireplace insert
2. Free-standing Elec. Range
3. Three ceiling fans.



Fred requests \$500⁰⁰ for these improvements.



Fred McGee
12-29-07



ITEM NO: L-19
APPROVE RENTAL OF TRANSPORTATION
CENTER SPACE TO CORNING CAFE
JANUARY 12, 2010

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

SUMMARY:

The City received the attached proposal from Bonnie Webster and Lynn Rebbing to rent the 1500 square foot Restaurant Suite at the Corning Transportation Center. They have proposed to rent the space for \$5,000 per year nonrefundable for the first two years, with each years rent being paid at the beginning of the rental term on March 1st. They have submitted a check in the amount of \$5,000 to the City with their proposal.

Because landlord repairs, including paint and flooring are necessary, City Staff has suggested that the proposed tenants make the improvements totalling approximately \$2,100 (\$1,956 for carpet and labor and \$144 for paint) with the value of these improvements credited towards their first year's rent payment.

BACKGROUND:

Ms. Webster and Ms. Rebbing both are experienced restaurant owners and managers, having previously owned and operated Restaurants in both Corning and Los Molinos. This creates an excellent opportunity for the City to reestablish a successful Coffee Shop in the Transportation Center.

FINANCIAL:

The Corning Transportation Center receives maintenance funding from Transportation Development Act Funds approved by the Tehama County Transportation Commission, and \$5,000 per year rent from the City of Corning for the Police Activities League Boxing Program (PAL) housed in the Transportation Center. Council will recall that Caltrans approved the tenancy of the PAL Program following a review by Caltrans Legal Counsel and the State Controller's Office.

With the funding from PAL, the building needs no further City support. The addition of the rental income from the Restaurant will provide a positive cash flow for the Transportation Facility enabling Staff to reestablish a maintenance and repair fund. The Transportation Center Funding is managed through a separate fund similar to an enterprise fund, enabling the City to track all costs associated with its operation and maintenance.

PROPOSED TERMS FOR THE CORNING CAFÉ:

See the proposed Lease Agreement attached.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE RENTAL OF THE COFFEE SHOP SUITE IN THE CORNING TRANSPORTATION CENTER TO MS. BONNIE WEBSTER AND MS. LYNN REBBING WITH THE RENTAL RATES AS FOLLOWS:

- FIRST YEAR RENTAL RATE OF \$5,000 LESS \$2,100 INVESTED IN INTERIOR REPAIRS;
- SECOND YEAR'S RENT AT \$5,000 TO BE PAID ON MARCH 1, 2011;
- \$6,500 PER YEAR, DUE ON MARCH 1ST OF EACH YEAR FOR YEARS 3-5; AND
- \$7,500 PER YEAR, DUE ON MARCH 1ST OF EACH YEAR FOR YEARS 6-10.

COMMERCIAL LEASE OF REAL PROPERTY

ARTICLE I. PARTIES

Section 1.01. This Lease is entered into between the **CITY OF CORNING** hereinafter called "**Landlord,**" and **Bonnie Webster and Lynn Rebbing,** hereinafter called "**Tenant**".

ARTICLE II. LEASED PREMISES

Section 2.01. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, on the terms and conditions in this Lease, that part of the Transportation Center Building, described in Exhibit "A" attached hereto and made a part hereto by this reference. In this Lease all of the property, which is being leased as described herein, shall be referred to as the "Premises."

Section 2.02. Landlord represents that it has title to and possession of the Premises and the absolute right to enter into this Lease for the term of the Lease. Landlord further covenants and warrants that as long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference.

ARTICLE III. LEASE TERM

Section 3.01. The term of this Lease shall be for a period of ten (10) years. The Lease term shall commence on March 1, 2010 and end on February 28, 2020.

ARTICLE IV. RENT

Section 4.01. The schedule of rent due and payable will be yearly beginning March 1, 2010 and due on the first day of March in subsequent years during the Lease term by Tenant to Landlord shall be as follows:

(a) For the Lease Year (**March 1, 2010 – February 28, 2011**) the nonrefundable sum of \$5,000 payable **on March 1, 2010.**

(b) For the Lease Year (**March 1, 2011 – February 28, 2012**) the nonrefundable sum of \$5,000 payable **on March 1, 2011.**

(c) For the Lease Years **(March 1, 2012 – February 28, 2015)** the sum of \$6,500 payable **on March 1st of each year.**

(d) For the Lease Years **(March 1, 2015 – February 28, 2020)** the sum of \$7,500 payable in **on March 1st of each year.**

ARTICLE V. UTILITIES, PERSONAL AND REAL PROPERTY TAXES

Section 5.01. Tenant shall pay for all gas, heat, electricity, light, power, telephone service, and all other utility services of any kind and nature whatsoever supplied to and used on the Premises by Tenant except for water and sewer and garbage services, which will be provided by Landlord at no cost to Tenant.

Section 5.02. Tenant agrees to pay or cause to be paid before delinquency, any personal property taxes and license fees levied, assessed, or imposed, or which may become payable during the term upon any personal property or fixtures, furniture, appliances, and personal property installed or located in the leased Premises.

Section 5.03. Landlord shall pay all real property taxes, if any, which apply to the premises. Tenant will pay all possessory interest, personal property and other taxes as well as any general and special assessments levied and assessed against the Premises. Tenant acknowledges having been informed that this lease may be subject to property taxation and that the Tenant as the person in whom the possessory interest is vested will have to pay such taxes if levied. Tenant further acknowledges he or she is aware of the provisions of California Revenue and Taxation Code Section 107.6, which apply to this subject.

ARTICLE VI. USE

Section 6.01. It is Tenant's intention to use or cause the Premises to be used for the purpose of conducting and carrying on a restaurant business.

Section 6.02. Tenant shall use its best efforts to comply with any and all laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the Premises, provided, however, that nothing in this Lease shall be construed to require Tenant to make any structural changes in the Premises in order to comply with any such law, regulations, requirements, or order.

Section 6.03. Tenant shall not change the use of the Premises from that specified above without Landlord's advance written consent.

ARTICLE VII. FIXTURES AND SIGNS

Section 7.01.

(a) Tenant may install and affix to the Premises such fixtures, signs and equipment as City may approve in writing consistent with the design standards established for the building. Such consent shall not be unreasonably withheld. If the written consent so specifies, those fixtures, signs, and/or equipment identified in the request shall be owned by Tenant and may be removed at any time by the Tenant if the Tenant repairs any damages caused by such removal. If installation occurs without written consent of the City or if the written consent fails to specify whom the fixtures, signs and/or equipment belong to, they shall belong to the City and shall not be removed by the tenant.

ARTICLE VIII. ALTERATIONS, REPAIRS AND RESTORATIONS

Section 8.01.

(a) Tenant shall make no installations, alterations, additions, or improvements in or to the leased Premises, except as otherwise authorized in this Lease or structural alterations or changes either to the interior or exterior of the building constructed on the Premises, or in the bearing walls, supports, or foundations, without the prior written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld.

(b) Plans and specifications showing such proposed installations, additions, or improvements, and alterations and changes shall be submitted to Landlord for approval, in writing, upon the application for such consent.

(c) All installations, additions or improvements and alterations and changes made with the prior written consent of Landlord shall be made at the sole cost and expense of Tenant.

(d) If during the term of this Lease any additions, alterations or improvements in or to the Premises, as distinguished from repairs, are required by any governmental authority or any law, ordinance or governmental regulation because of the use to which the Premises are put by Tenant, and not by reason of the character or structure of the building, the same shall be made and paid for by Tenant.

(e) All alterations, additions or improvements which are made in or to the Premises shall be surrendered with the Premises upon the termination of this Lease,

except fixtures, signs and equipment as provided in Section 7.01 (a) above, or unless prior to such termination Landlord gives Tenant written permission to remove some or all thereof, in which case Tenant may cause the items so designated to be removed and the Premises to be restored to their original condition, normal wear and tear excepted, all at the expense of Tenant.

Section 8.02.

(a) Tenant shall, at Tenant's own cost and expense, maintain in good condition and repair the floor coverings, and interior walls and all furniture, fixtures, and leased personal property, during the entire term of this Lease.

(b) Notwithstanding the Tenant's obligation to maintain the Premises as set forth above, Landlord will have certain repair obligations should repairs be required which have not been caused by Tenant's abuse or neglect or failure to perform reasonable maintenance. In this regard, Landlord shall at Landlord's own cost and expense, maintain, and keep in good repair the exterior roof, electrical facilities, plumbing facilities, water heaters, air conditioning equipment, heating equipment, exterior walls, and foundation and structural supports to the limits specified below.

Section 8.03. If the leased Premises are destroyed or damaged by fire, earthquake or other calamity, to render the same untenable, this Lease shall terminate, with no claim for damages being allowed by either party against the other. If the leased Premises herein are partially damaged by fire, earthquake or other calamity, and the remaining portions are tenantable and fit for use, Landlord may at its option repair and restore the damage. If Landlord elects to repair and restore said damages as set forth herein, then it shall give Tenant notice of such intention within ten days of the event causing said damages; and, in addition, Landlord agrees to complete the restoration of the Premises within sixty working days after such damage unless prevented there from by acts of God, fire, strike, governmental restrictions, or other unavoidable delay. During such restoration, an equitable reduction in rent shall be made according to the nature and extent of the damage sustained.

Section 8.04. At the termination of this Lease, Tenant shall surrender the building to Landlord in as good a condition and repair as when received, subject only to the consequences and effect of reasonable wear and tear; provided, however, that Tenant

shall be under no obligation to repair or restore the whole or any portion of the building or other improvements which may be damaged or destroyed by reason of fire, earthquake, the elements or other casualty, unless the fire or other casualty was the fault of Tenant.

ARTICLE IX. CONDEMNATION.

Section 9.01. In the event the entire Premises or leasehold interest shall be appropriated or taken under the power of eminent domain or otherwise by any public or quasi-public authority for any period of time, this Lease shall terminate and expire as of the date of such taking and Tenant shall be released from any liability thereafter accruing hereunder, and Tenant shall have no claim for damages against Landlord.

Section 9.02. If this Lease is terminated as provided in this Article, each party shall be entitled to any award made to it in such proceedings but the rent for the last month of Tenant's occupancy shall be prorated and Landlord agrees to refund to Tenant any unearned rent paid in advance.

Section 9.03. Landlord agrees immediately after it receives notice of the intention of any such authority to appropriate or take, to give to Tenant notice in writing.

Section 9.04. A voluntary sale by Landlord to any public body or agency having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain under the purposes of this Article.

ARTICLE X. INDEMNITY AND INSURANCE

Section 10.01. Tenant agrees to indemnify and hold Landlord and the real and personal property of Landlord, including said leased premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Tenant's occupation and use of said Premises, specifically including, without limitation, any claim, liability, loss or damage arising by reason of:

(a) The death or injury of any person or persons, or the damage to or destruction of any property, or for any work performed on said Premises or materials furnished to said Premises at the request of Tenant or any agent of Tenant, or due to Tenant's failure to perform any provision of this Lease or to comply with any requirement of law.

(b) In any case in which Tenant shall be obligated under any provisions of this Lease to pay to Landlord any loss, cost, damage, liability, or expense suffered or incurred by Landlord, Landlord shall allow to Tenant, as an offset against the amount thereof, the net proceeds of any insurance collected by Landlord for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable. Provided further, if this subparagraph in any way invalidates or will prejudice the policy or policies which would be payable to the benefit of Landlord, then this paragraph of this Lease shall be void and of no effect.

Section 10.02. Tenant shall not be liable for any damage or liability of any kind whatsoever or for any damage or injury to persons or property caused by Landlord, or any person acting under Landlord, and Landlord will indemnify and save harmless Tenant from all such liability whatsoever, on account of such damage or injury. However, as to any such indemnification that may be required by Landlord under this paragraph, Tenant hereby agrees to grant to Landlord as an offset against such amount the net proceeds of any Tenant for or on account of any such loss, cost, damage, liability, expense, or other claim, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable. However, if this preceding sentence would invalidate or prejudice the policy or policies in question, then, this preceding sentence shall be void and of no effect.

Section 10.03. Tenant shall, at Tenant's own cost and expense, secure as of the beginning of the term of this Lease, and maintain during the entire term of this Lease, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Landlord and insuring Landlord against loss or liability caused by or connected with Tenant's occupation and use of said premises under this Lease in amounts not less than:

(a) \$1,000,000 for injury to or death of one person and subject to such limitation for the injury or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and

(b) \$100,000 for damage to, or destruction of any property of others.

Section 10.04. Landlord shall, at Landlord's own cost and expense, obtain as of the beginning of the term of this Lease and maintain during the entire term of this Lease, a fire insurance policy with standard form extended coverage to cover the replacement value of all of the leased Premises with Landlord as the named insured. Tenant will obtain fire insurance coverage to protect such personal property items as are owed by Tenant.

ARTICLE XI. ASSIGNMENT

Section 11.01. Tenant shall not, without the prior consent in writing of the Landlord, assign this Lease, or any interest therein, or underlet or sublet the whole or any part of the Premises. Any purported assignment or subletting, either direct or by operation or law, or under or in pursuance of any order, judgment, decree or process of any Court, in violation hereof, shall be wholly void and shall at the option of the Landlord work a forfeiture of this Lease. The consent of the Landlord to the first or any assignment shall not be consent to a subsequent assignment, but the prohibition against assignment without the consent as herein provided shall continue in force as against any assignee. The Landlord shall not unreasonably withhold financial responsibility under any such sublease or to perform the terms, covenants, and conditions of this Lease under any such assignment.

ARTICLE XII. DEFAULT AND REMEDIES

Section 12.01. Should default be made by Tenant and continue for ten days after written notice from Landlord in the payment of any portion of the rent, or increase in real property taxes when due, or should default be made, and continue for thirty days after written notice from Landlord, specifying any other default, in the performance of any of the other covenants on the part of Tenant to be kept or performed, then and only in such event Landlord or Landlord's agent or attorney may at Landlord's option terminate this Lease forthwith by written notice to Tenant and take such action or pursue such remedy as may be permitted under the laws of the State of California; provided, however, that no such termination shall be effected or action taken or remedy pursued until the expiration of such additional period, if any, as may be reasonable necessary to remedy the default if it is of such character as to require more than thirty days to remedy.

ARTICLE XIII. ABANDONMENT BY TENANT

Section 13.01. Should Tenant breach this Lease and abandon said Premises prior to the natural expiration of the term of this Lease, Landlord may:

(a) Continue this Lease in effect by terminating Tenant's right to possession of said Premises, in which event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

(b) Terminate this Lease and recover from Tenant:

(1) The worth at the time of the award of the unpaid rent, which had been earned at the time of the termination of the Lease;

(2) The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonable avoided;

(3) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonable avoided; and

(4) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease.

ARTICLE XIV. GENERAL PROVISIONS

Section 14.01. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 14.02. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant,

condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 14.03. Time is of the essence of this Lease, and of each provision.

Section 14.04. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Landlord, and subject to the restrictions of Article XI, the authorized assignees, transferees, subtenants, licensees, and other successors in interest of Tenant.

Section 14.05. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, 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 Lease shall be binding or valid.

Section 14.06. Should either party commence any legal action or proceeding against the other based on this Lease, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

Section 14.07. This Lease is not subjected to modification except in writing, signed by both parties.

Section 14.08.

(a) All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

(b) All rents and other sums payable by Tenant to Landlord shall be in lawful money, or by check payable to CITY OF CORNING, delivered in person or mailed to Landlord at City Hall, 794 Third Street, Corning, California, 96021. All notices, demands or requests from Tenant to Landlord shall be given to Landlord at the same address.

(c) All notices, demands or requests from Landlord to Tenant shall be given to Tenant at **8655 Hwy. 99 East, Los Molinos, CA 96055, (530-824-1954 or 530-384-1838).**

(d) Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

Section 14.10. Tenant shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring said Premises or the improvements on said Premises.

Section 14.11. Tenants shall not commit or permit the commission by others of any waste or nuisance on said Premises.

Section 14.12. Tenants shall permit Landlord or Landlord's agents, representatives, or employees to enter said Premises at all reasonable times for the purpose of inspection said Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest or perform Landlord's duties therein.

Section 14.13. On expiration or sooner termination of this Lease, Tenant shall promptly surrender and deliver said premises to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

Section 14.14. The remedies given to Landlord in this Lease shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

ARTICLE XIV. SPECIAL CONDITIONS

Section 15.01. If the Tenant shall be adjudged bankrupt, either by voluntary or involuntary proceedings, or if the Tenant should be the subject or any proceedings to stay the enforcement of obligations against Tenant in the form of reorganization or otherwise under and pursuant to any existing or future laws of the Congress of the United States, including any proceedings under Chapters 9, 10, or 11 of the bankruptcy laws, or if the Tenant should continue business or fail in business, or abandon or vacate said Premises or make an assignment for the benefit of creditors, or if said demised premises should come into possession and control of any trustee in bankruptcy for Tenant as debtor, or if any receiver should be appointed in any action or proceeding with power to take charge, possession, control or care of said demised property through the Tenant as debtor, Landlord will have the option to forthwith terminate this Lease and to re-enter the said demised Premises and take possession thereof. In no event shall this Lease be deemed an asset of the Tenant after adjudication in bankruptcy.

Section 15.02. In the event the Tenant occupies the said Premises from and after the term of this Lease, or any extension thereof, such occupancy shall be deemed a month-to-month tenancy on the same terms and conditions as herein set forth.

Executed on _____, 2010 at Corning, Tehama County, California.

LANDLORD

TENANTS:

CITY OF CORNING:

BONNIE WEBSTER and LYNN REBBING:

Stephen J. Kimbrough
City Manager

Bonnie Webster, Tenant

Date: _____

Lynn Rebbing, Tenant

APPROVED:

MICHAEL C. FITZPATRICK, City Attorney
City of Corning

Date: _____

ITEM NO. L-20
CONCRETE MEDIAN BARRIER INSTALLATION,
DRIVEWAY ENCROACHMENT REPAIRS AND
POTENTIAL PUBLIC EASEMENT &
PEDESTRIAN ACCESS SERVING 2005 SOLANO
STREET

JANUARY 12, 2010

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

JB STEVE

SUMMARY:

Staff seeks Council direction regarding City sponsorship of a potential sidewalk connecting Toomes Avenue to the commercial strip center at 2005 Solano Street. The attached letter from Mr. Moller, dated January 5th (Exhibit "C") mentions several alternatives for funding the construction and maintenance of what I refer to as the "parallel sidewalk". Staff has summarized those options and included them as alternatives for Council consideration under the "recommendation" heading below.

BACKGROUND:

For some time City staff has been working with Mike Moller and Sam Sayegh to encourage a second driveway onto Toomes Avenue to serve the commercial center at 2005 Solano Street. City Engineer Ed Anderson prepared plans for the new driveway and storm drain improvements. See the attached plan marked Exhibit "A".

On November 23, 2009, the City Council authorized City expenditures to install a new storm sewer line in order to facilitate a new commercial driveway. The driveway is to improve access to the commercial property at 2005 Solano Street. Once completed, the new driveway will provide through access so that the current "left in/left out" Solano Street configuration can be eliminated. Eliminating that left in-left out will improve circulation through the offset Toomes Avenue-Solano Street intersection. We intend to install a raised concrete median barrier to limit left turning movements into and out of the existing Solano Street driveway. See the attached aerial photograph showing the intended barrier location (Exhibit "D") and the drawing (Exhibit "E") showing the proposed median in cross-section. We had planned to include the barrier details in this staff report. However, our concrete contractor is currently out of town and unable to provide a cost estimate. So, we'll present that staff report for a subsequent Council meeting.

Mike Moller, owns the property the driveway is crossing (APN 71-140-12). He and Sam Sayegh, who owns the commercial center at 2005 Solano Street (APN 71-140-40), are jointly participating in the driveway construction. Even though the driveway is not yet complete, workers and the owners have noted an increase in foot traffic crossing the site as a "shortcut" to the commercial center. Of course, once the driveway is complete that foot traffic would mix with vehicle traffic, creating potential pedestrian/vehicle conflicts. To separate pedestrians from vehicles, the development of a sidewalk paralleling and immediately south of the new driveway has been suggested.

“PARALLEL” SIDEWALK:

Note the original plan (Exhibit “A”) did not include a parallel sidewalk. Instead, the plan showed a planter bed for landscaping along the concrete block wall to the south. See the modified plan attached as Exhibit “B”. As you can see, the sidewalk could fall within the north half of the proposed “Planter Area”.

Mr. Moller has obtained two estimates for the construction of a 4’-0” wide concrete parallel sidewalk adjacent to the south side of the new driveway. The estimates range from \$4,625.00 to \$5,590.00. In his letter dated January 5th, Mr. Moller states that the unanticipated sidewalk cost exceeds the project’s overall budget. For that reason, and in light of the current economic downturn, neither Mr. Moller, nor Mr. Sayegh can fund the installation of the parallel sidewalk. Note that if we use our contractor’s bid prices, a 4’-0” wide the parallel sidewalk, along with associated curb and gutter, is expected to cost about \$4,400.00.

Citing the public interest associated with segregating pedestrian and vehicle traffic, Mr. Moller suggests the City either pay for or construct the parallel sidewalk. He further offers to grant the City a public access easement for that sidewalk.

PLANTER AREA:

The City-prepared plans include an 8’-0” wide planter area between the driveway and the masonry wall. We added that, as a land use barrier, to segregate the residential use from the commercial driveway and uses. Of course, if there’s a 4’-0” wide parallel sidewalk, the remaining planter area would be only about half that wide.

Mr. Moller has stated that he does not wish to landscape nor maintain a planter area. He has also stated his opposition to the formation of a Landscaping and Lighting district formed to maintain the planter area. Because of his position regarding the planter area, his letter also details the additional cost (\$3,580.45) associated with widening the parallel sidewalk the additional 4’-0” (approx.) to cover the entire “planter area”.

If the City accepts the public access easement we should consider how to treat the planter area. Options include concrete, hardscape such as decorative rock, and/or landscaping with irrigation, or a mixture.

CITY FACILITIES:

As a matter of policy, the City does not fund nor maintain improvements on private property. The proposed parallel sidewalk currently lies on private property. If the Council determines the sidewalk would be in the “public interest” and worthy of either public development and/or maintenance, it should require dedication of a “Public Access easement”. Of course, if we accept the easement, we need to be prepared to maintain whatever facilities are developed for perpetuity.

TOOMES AVENUE SIDEWALK/DRIVEWAY ENCROACHMENT REPLACEMENT:

Prior to the work that’s now occurring, there were two driveway encroachments from Toomes Avenue onto Mr. Moller’s property. Those driveway encroachments (that area of the driveway within the Toomes Ave. right of way) are cracked and in need of replacement. City policy is to replace broken sidewalk and driveway encroachments that pose tripping hazards to pedestrians. The Public Works Director has estimated that replacing those two driveway encroachments would cost a\$3,072.00.

POTENTIAL “CREDIT” FOR NEW DRIVEWAY ENCROACHMENT:

When discussing options for development of the parallel sidewalk, the Public Works Director offered to support “credit” equivalent to the cost of constructing the new driveway encroachment if Mr. Moller were willing to install the parallel sidewalk. This is consistent with the City’s policy of replacing broken sidewalks and driveway encroachments. To determine the maximum credit that we could provide, we estimated the cost that our concrete contractor would charge to install the driveway encroachment (i.e. that portion of the new driveway lying within the R/W). With associated crew preparation costs, we determined that amount to be about \$2,000.00. The credit would be subject to City Council concurrence, of course. That amount was personally relayed to Mr. Moller on December 17, 2009. Mr. Moller was naturally disappointed the amount was not nearer the parallel sidewalk bids.

BUDGETTING:

In this austere budget year, there are no funds dedicated to curb, gutter and sidewalk replacement. To fund the replacement of these encroachments, possible credit for the new encroachment and perhaps the construction of a parallel sidewalk, we’ll need to utilize other “Material and Supply” funds from “Streets” and/or “Street Projects” (Funds 3000 and/or 3001) that are normally used to fund other maintenance supply purchases, such as asphalt. As of this writing the sum of the Streets and Street Projects Materials and Supply funds total about \$110,000.00. This is a “prioritization” decision that rests with the Council.

RECOMMENDATION:

Three separate alternative recommendations follow. The first, contained as Option 1 in letters A through D; assumes there is sufficient public interest to accept the easement and construct the “parallel sidewalk” with City funds.

The second alternative (Option 2), is the “middle ground” approach that rejects the notion of a public access easement across private property, yet encourages the construction of the parallel sidewalk by crediting the cost of the new driveway encroachment. To accomplish those objectives, the Council should opt for the recommendations listed in Letters E & F.

The third alternative (Option 3) essentially concludes that the City has done its part by preparing plans and piping the drainage ditch and that the decision to fund a parallel sidewalk is solely that of the property owners. That alternative is summarized as Letters G & H.

That the City Council:

- **Authorize expenditures to replace the two existing Toomes Avenue driveway encroachments on Assessor’s Parcel 71-140-45, expected to cost approximately \$3,072.00, and direct staff to either,**

OPTION 1:

- A. Find that the “parallel sidewalk” would provide a public convenience and is in the public interest, and**
- B. Direct the City Engineer to prepare a legal description and deed in order to convey and accept a Pedestrian easement from Mr. Moller along the south 8 feet of Assessor’s Parcel No. 71-140-12, and,**

- C. Authorize City expenditures to complete a 4'-0" wide concrete sidewalk and curb and gutter and the south side of the new driveway (parallel sidewalk). Cost, including a 10% contingency, is expected to be about \$4,840.00 (\$4,400 + \$440.00), and,
- D. Direct the Public Works Director and City Planner to generate a landscaping plan for the remaining 4'-0" wide planter area, and then install the landscaping and a water meter and irrigation system, or,

OPTION 2:

- E. Determine that accepting a public access easement across private property is not in the public interest, but that a parallel sidewalk would provide a public convenience, and,
- F. Authorize credit of up to \$2,000.00 for the new driveway encroachment at Toomes Avenue in exchange for the private construction of a 4'-0" wide concrete sidewalk (parallel sidewalk), or

OPTION 3:

- G. Respectfully reject the offer of the public access easement from Mr. Moller, and,
- H. Leave the decision of construction of a parallel sidewalk up to the private property owners.

SOLANO STREET

S 89°23'00" E
60.91'

S 89°23'00" E
64.09'

APN 071-140-44

APN 071-140-45

APN 071-140-12

APN 071-140-13
CRAIG PROPERTY

TOOMES AVENUE

40

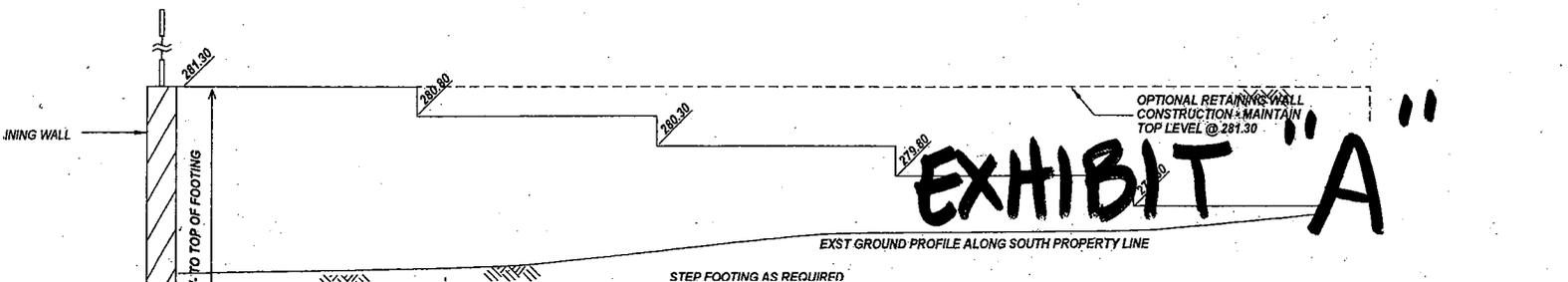
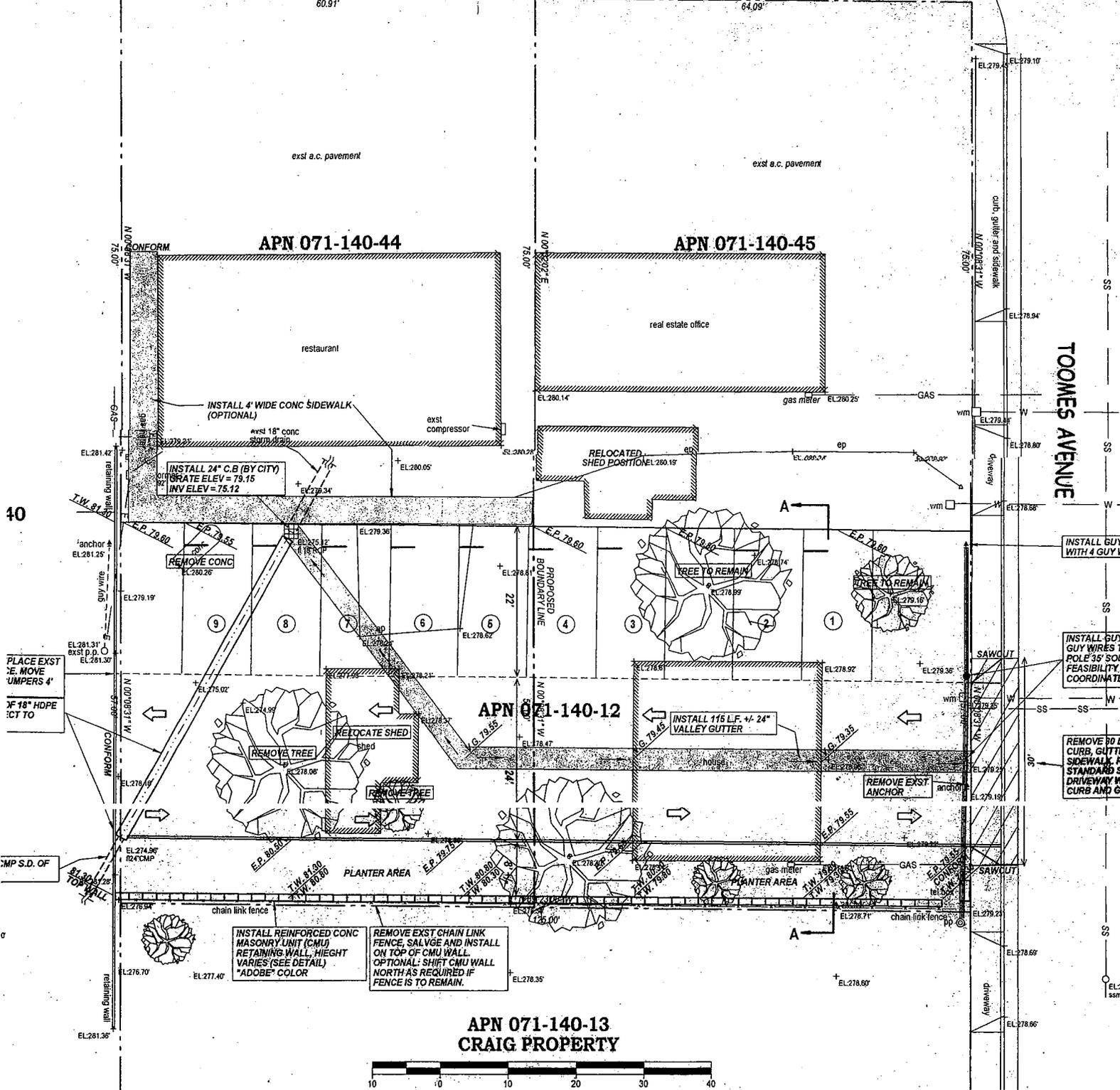


EXHIBIT "A"

EXST GROUND PROFILE ALONG SOUTH PROPERTY LINE

STEP FOOTING AS REQUIRED

SOLANO STREET

S 89°23'00" E
60.91'

S 89°23'00" E
64.09'

APN 071-140-44

APN 071-140-45

APN 071-140-12

APN 071-140-13
CRAIG PROPERTY

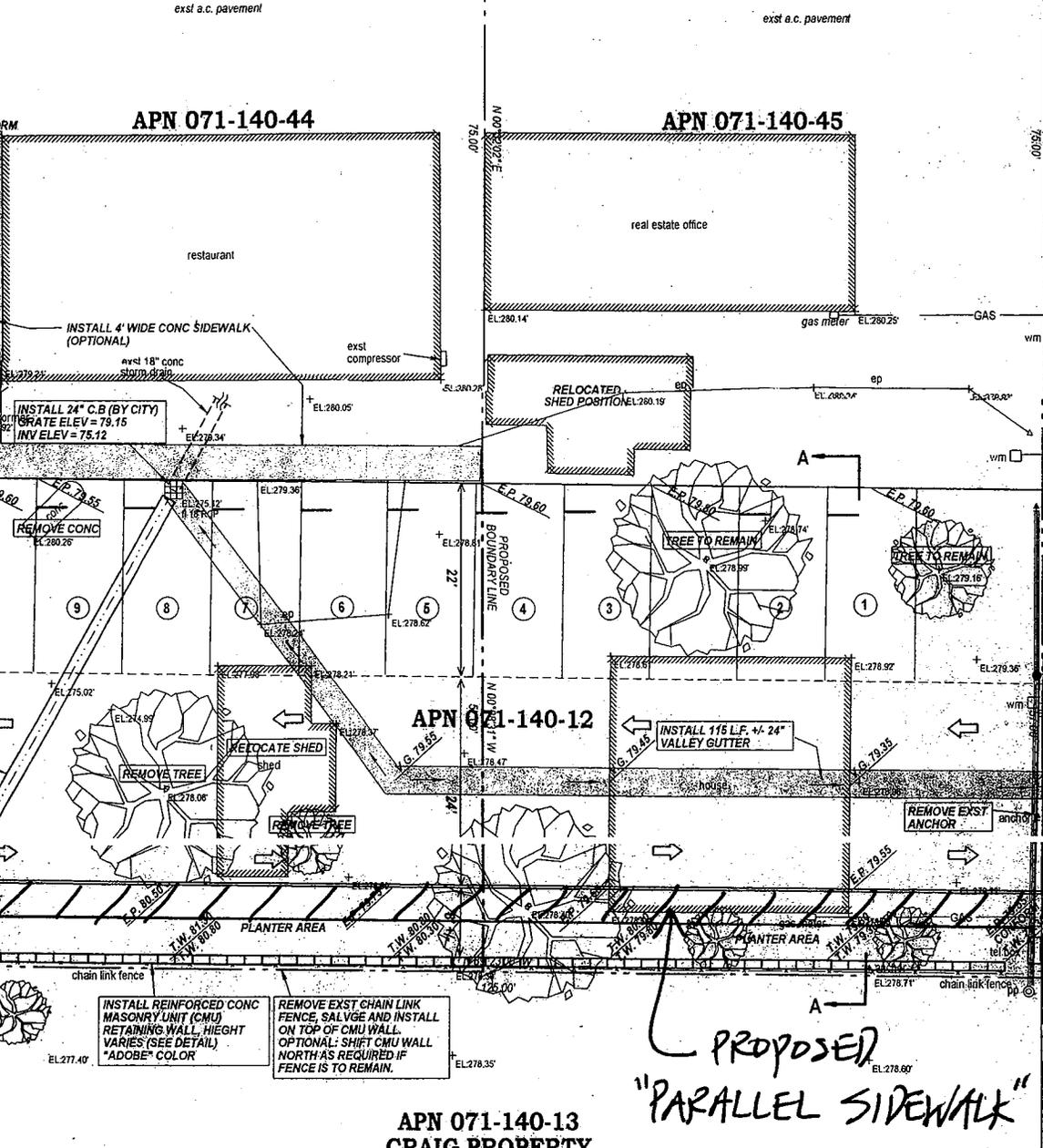
TOOMES AVENUE

40

PLACE EXST
E. MOVE
UMBERS 4'
OF 18" HDPE
ECT TO

MP S.D. OF

FINING WALL



PROPOSED
"PARALLEL SIDEWALK"

EXHIBIT "B"

EXST GROUND PROFILE ALONG SOUTH PROPERTY LINE

STEP FOOTING AS REQUIRED

OPTIONAL RETAINING WALL
CONSTRUCTION: MAINTAIN
TOP LEVEL @ 288.30'



MOLLER REALTY GROUP

2001 SOLANO STREET CORNING, CALIFORNIA 96021

PH: 530-824-4644 FAX: 530-824-6057 EMAIL:mrg@snowcrest.net

January 5, 2010

City of Corning
John L. Brewer
794 Third Street
Corning, CA 96021

RE: Proposed pedestrian easement deeded to City of Corning.

Dear John,

As you know, the easement project is under construction behind 2001 and 2003 Solano Street building improvements. My wife and I believe a pedestrian easement on the South side of the lanes of traffic would be beneficial to the citizens of Corning. This idea occurred to me after realizing the pedestrian traffic would use the car lanes or proposed planter area South of the traffic lanes to access the businesses to the West of our Real Estate office and restaurant property.

There have been different options and proposals explored to facilitate the construction of a sidewalk in the initially proposed planter area South of the vehicle easement.

The first option explored was the possibility of privately developing the sidewalk. Two cost estimates were obtained. NorCal Excavating Inc., who is currently working on site, provided a bid to install 127 feet of 4-foot sidewalk, 4 inches thick including 127 feet of 6-inch vertical curb, extending 12 inches into the ground adjacent to the edge of the South lane of traffic. The estimate also included one 4' x 3' cast in place truncated domes and one 4" bollard. The price was based on standard wage rates and not prevailing wage rates. The total estimate is \$5,590.00. A second estimate was obtained from Ward's Concrete Construction based on the same specifications as Nor Cal Excavating Inc.'s estimate stated above. Ward's Concrete, Inc. estimated the same job for \$4,625.90. Ward's Concrete Inc. also included an additional estimate to pour concrete all the way to the concrete block wall. The additional cost was \$3,580.45. This additional option would eliminate the need for any on going landscape maintenance costs. After obtaining these two estimates I approached Sam Sayegh, of 99 Cents Plus Grocery, with the cost estimates. I asked Sam if he could pay for the sidewalk improvements. Sam indicated that the easement project was already over budget by approximately \$10,000 for various reasons. Because of the additional costs he had expended approximately \$170,000 for the easement project to date. Sam advised me he was not in a position to pay for the sidewalk improvements.

The second option explored was the possibility of a payment from the City of Corning to offset the cost of privately installing the sidewalk improvements. Part of the easement construction included a new driveway encroachment for the new easement. This

encroachment was developed in the City of Corning Toomes Ave. right a way at no cost to the City of Corning. Based on what the City of Corning would have paid for the driveway encroachment the City of Corning indicated a credit up to \$2,000.00 could be made as reimbursement for the new driveway encroachment. The original hope by Sam Sayegh and myself was the credit from the City of Corning would completely offset the cost of the sidewalk improvements. Because the credit was substantially less than the cost of the sidewalk improvements neither Sam Sayegh nor my wife and I are financially able to pay the difference after applying the proposed credit from the City of Corning.

A third option that was suggested by the owner of Nor-Cal Excavating Inc. was for the sidewalk improvements to be made privately. Then the City of Corning would purchase the pedestrian easement for the cost of improving and creating the easement. This idea seemed to be problematic concerning the prevailing wage issue. The obvious advantage to this option is saving the City of Corning money.

The fourth option that is being considered is the possibility of the City of Corning paying for the new sidewalk. However, it was pointed out by the City Manager that public funds may not be used on private property. My wife and I decided that we are willing to deed the pedestrian easement to the City of Corning. The conflict of using public funds on private property is eliminated with the City of Corning owning the pedestrian easement. My wife and I would be willing to forfeit the \$2,000 reimbursement from the City of Corning mentioned above in lieu of the City accepting our offer. Therefore I request that I be placed on the City Council agenda for January 12, 2010 to present my wife's and my offer to deed the pedestrian easement to the City of Corning. This would be with the understanding that the City of Corning would follow through with constructing the sidewalk at some future date.

Respectfully,

Michael Moller

EXHIBIT "D"



EXHIBIT "D"

**Solano Street Concrete
median barrier-west of
Toomes Ave. intersection**

Proposed 18" wide X 80' long
Median Concrete Barrier with 1/2"
rebar dowel pairs spaced on 5'-0"
centers

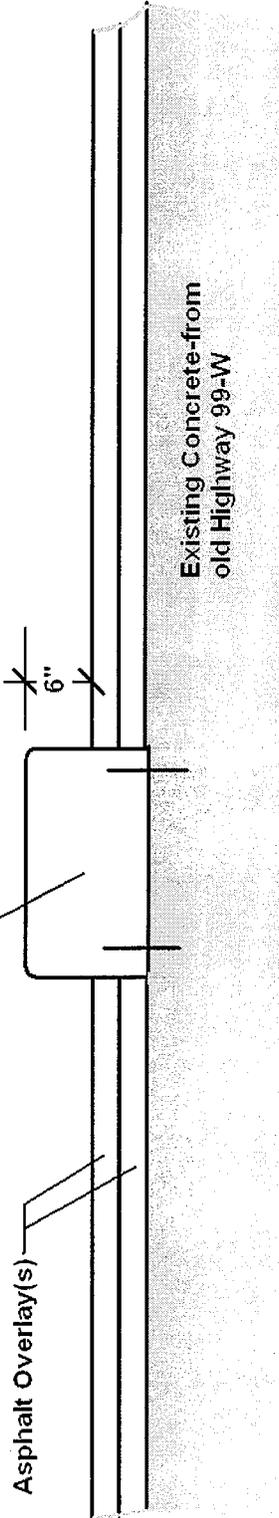


EXHIBIT "E"

ITEM NO: L-21
ADOPT RESOLUTIONS 01-12-10-02 AND 01-12-10-03 AUTHORIZING PARTNERSHIP WITH NORTHERN RURAL TRAINING & EMPLOYMENT CONSORTIUM (NoRTEC) AND APPROVE PARTICIPATION IN CITYWIDE ENERGY EFFICIENCY RETROFIT PROGRAMS
JANUARY 12, 2010

TO: HONORABLE AMYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

SUMMARY:

The City of Corning has the opportunity to participate with Tehama County, City of Red Bluff and the City of Tehama in the Northern Rural Training and Employment Consortium (NoRTEC). The Consortium includes Shasta College who will be providing training, the Tehama County Job Training Center, and as Staff currently understands it, the Shasta County Builders Exchange, which is the General Contractor and Building Industry Association for our northstate region.

There is no cost to the City of Corning to participate, there will be staff time involved, but they have assured us that that is minimal.

This program is designed to provide energy efficiency retrofit measures in both residential and municipal/commercial buildings.

This is an opportunity that Council has previously indicated to be an important priority.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT:

- RESOLUTION 01-12-10-02 AUTHORIZING THE PARTNERSHIP WITH NORTHERN RURAL TRAINING & EMPLOYMENT CONSORTIUM (NoRTEC) ON A RESIDENIAL ENERGY EFFICIENCY RETROFIT PROGRAM TO PROVIDE ENERGY EFFIECIENCY RETROFIT MEASURES IN RESIDENTIAL BUILDINGS, AND AUTHORIZE NoRTEC TO APPLY FOR AND RECEIVE FUNDS ON BEHALF OF THE CITY; AND
- RESOLUTION 01-12-10-03 AUTHORIZING THE PARTNERSHIP WITH NORTHERN RURAL TRAINING & EMPLOYMENT CONSTORTIUM (NoRTEC) ON A RESIDENTIAL ENERGY EFFICIENCY RETROFIT PROGRAM TO PROVIDE ENERGY EFFICIENCY RETROFIT MEASURES IN MUNICIPAL/COMMERCIAL BUILDINGS, AND AUTHORIZE NoRTECH TO APPLY FOR AND RECEIVE FUNDS ON BEHALF OF THE CITY.

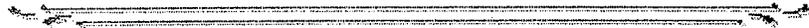
RESOLUTION NO. 01-12-10-02
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING THE PARTNERSHIP WITH
NORTHERN RURAL TRAINING & EMPLOYMENT CONSORTIUM (NoRTEC)
ON A RESIDENTIAL ENERGY EFFICIENCY RETROFIT PROGRAM TO PROVIDE
ENERGY EFFICIENCY RETROFIT MEASURES IN RESIDENTIAL BUILDINGS, AND
AUTHORIZE NoRTEC TO APPLY FOR AND RECEIVE FUNDS
ON BEHALF OF THE CITY

WHEREAS, the Northern Rural Training & Employment Consortium (NoRTEC) plans to participate in the implementation of a residential retrofit program with the goal of providing retrofits of energy efficiency measures in residential buildings; and

WHEREAS, one or more Cities and Counties have indicated interest in participating in a collaborative project to implement residential energy efficiency retrofits; and

WHEREAS, NoRTEC can provide coordination and administration across jurisdictional boundaries, providing a regional residential energy efficiency retrofit program as envisioned by the California Energy Commission Request for Proposals 400-09-403; and

WHEREAS, the City of Corning desires that the benefits of energy efficiency retrofits be made available to homeowners in its jurisdiction.



NOW, THEREFORE, BE IT RESOLVED that the City of Corning plans to partner with NoRTEC and authorizes NoRTEC to apply for and receive funds on its behalf.

BE IT FURTHER RESOLVED, if recommended for funding by the California Energy Commission, the City Council of the City of Corning authorizes the City of Corning to accept a grant award and that the City Manager, acting for the City of Corning, is hereby authorized and empowered to execute in the name of the City of Corning, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

PASSED AND ADOPTED by the City Council of the City of Corning on this 12th day of January 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

RESOLUTION NO. 01-12-10-03
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING THE PARTNERSHIP WITH
NORTHERN RURAL TRAINING & EMPLOYMENT CONSORTIUM (NoRTEC)
ON A RESIDENTIAL ENERGY EFFICIENCY RETROFIT PROGRAM TO PROVIDE
ENERGY EFFICIENCY RETROFIT MEASURES IN MUNICIPAL/COMMERCIAL BUILDINGS,
AND AUTHORIZE NoRTEC TO APPLY FOR AND RECEIVE FUNDS
ON BEHALF OF THE CITY

WHEREAS, the Northern Rural Training & Employment Consortium (NoRTEC) plans to participate in the implementation of a residential retrofit program with the goal of providing retrofits of energy efficiency measures in municipal and commercial buildings; and

WHEREAS, one or more Cities and Counties have indicated interest in participating in a collaborative project to implement residential energy efficiency retrofits; and

WHEREAS, NoRTEC can provide coordination and administration across jurisdictional boundaries, providing a municipal and commercial energy efficiency retrofit program that provides major energy savings utilizing selected best practices as envisioned by the California Energy Commission Request for Proposals 400-09-402; and

WHEREAS, the City of Corning desires that the benefits of energy efficiency retrofits be made available to municipal and commercial facilities in its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the City of Corning plans to partner with NoRTEC and authorizes NoRTEC to apply for and receive funds on its behalf.

BE IT FURTHER RESOLVED, if recommended for funding by the California Energy Commission, the City Council of the City of Corning authorizes the City of Corning to accept a grant award and that the City Manager, acting for the City of Corning, is hereby authorized and empowered to execute in the name of the City of Corning, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

PASSED AND ADOPTED by the City Council of the City of Corning on this 12th day of January 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

STATE ENERGY PROGRAM LOCAL GOVERNMENT BUDGETS
 For work June, 2010 - December, 2012

Residential Retrofit Task 2.B: Program Coordination

Attend kick off team meeting and mid-program team meeting

Personnel

	Rate, inc fringe	Hours	Total	Task by pay level
City Manager	\$75	3	\$225	attend kickoff meeting
Bldg. Official/Planner	\$53	10	\$529	attend both meetings
Admin. Secretary	\$31	10	\$315	attend both meetings

Expenses

\$100 \$100

Overhead

10% \$117

Total Residential Task 2.B.

\$1,285

Residential Retrofit Task 2.D: Marketing and Participant Recruitment

Review RHA marketing plan, review marketing materials (optional, add 10 hours),
 identify target neighborhoods, post materials on website, attend 2- 4 events

Personnel

	Rate, inc fringe	Hours	Total	Task by pay level
City Manager	\$75	4	\$299	Attend 1 - 2 events
Bldg. Official/Planner	\$53	60	\$3,174	Review plan, supervise materials review and neighborhood ID, attend events
Admin. Secretary	\$31	40	\$1,260	All tasks

Expenses

\$200 \$200

Overhead

10% \$493

Total Residential Task 2.D.

\$5,426

Total Residential Hours

127

Mun/Comm Retrofit Task 2.B. Program Coordination
 Attend kick off team meeting and mid-program team meeting

Personnel

	Rate, inc fringe	Hours	Total	Task by pay level
City Manager	\$75	3	\$225	attend kickoff meeting
Bldg. Official/Planner	\$53	10	\$530	attend both meetings
Admin. Secretary	\$31	10	\$310	attend both meetings

Expenses

\$100 \$100

Overhead

10% \$117

Total Mun/Comm Task 2.B.

\$1,282

Mun/Comm Retrofit Task 2.D. Marketing and Participant Recruitment

Identify target businesses, review marketing materials (optional, add 10 hours), post materials on website

Personnel

	Rate, inc fringe	Hours	Total	Task by pay level
City Manager	\$75	0	\$0	
Bldg. Official/Planner	\$53	50	\$2,650	ID businesses
Admin. Secretary	\$31	30	\$930	All tasks

Expenses

\$200 \$200

Overhead

10% \$378

Total Mun/Comm Task 2.D.

\$4,158

Total Mun/Comm Hours

103

TOTAL LOCAL GOVERNMENT BUDGET

\$12,151



City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

December 16, 2009

Ms. Angela Hockaday
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814

RE: NoRTEC Collaborative Proposal for Residential Retrofit
RFP 400-09-403.

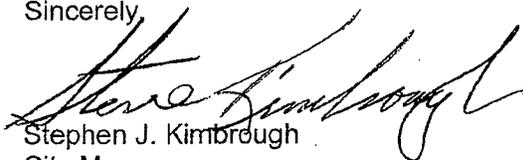
Dear Ms. Hockaday:

We are excited about this opportunity. Our City Council has in the past encouraged City Staff to find a program like this.

I am writing to inform you that a Resolution authorizing the City of Corning to participate in a collaborative project headed by NoRTEC (the Northern Rural Training & Employment Consortium) is scheduled before the City Council on January 12, 2009. Staff intends that this Resolution will be provided to the California Energy Commission no later than March 15, 2010 if the proposal is selected for funding and included in the Notice of Proposed Awards. City Staff has been working with NoRTEC to develop this proposed program and we intend that, once authorized by the City Council, we will participate in program coordination, marketing and participant recruitment for the project, if funded.

We urge you to fund this project to support deep energy efficient retrofits in an economically disadvantaged area. The collaborative that has come together for this proposal represents the population centers of the northern Sacramento Valley and will provide an effective vehicle to achieve energy savings, reduce energy demand and put California citizens back to work.

Sincerely,



Stephen J. Kimbrough
City Manager



City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

December 16, 2009

Mr. Andrew Ferrin
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814

RE: NoRTEC Collaborative Proposal for Municipal/Commercial Retrofit
RFP 400-09-402.

Dear Mr. Ferrin:

We are excited about this opportunity. Our City Council has in the past encouraged City Staff to find a program like this.

I am writing to inform you that a Resolution authorizing the City of Corning to participate in a collaborative project headed by NoRTEC (the Northern Rural Training & Employment Consortium) is scheduled before the City Council on January 12, 2009. Staff intends that this Resolution will be provided to the California Energy Commission no later than March 15, 2010 if the proposal is selected for funding and included in the Notice of Proposed Awards. City Staff has been working with NoRTEC to develop this proposed program and we intend that, once authorized by the City Council, we will participate in program coordination, marketing and participant recruitment for the project, if funded.

We urge you to fund this project to support deep energy efficient retrofits in an economically disadvantaged area. The collaborative that has come together for this proposal represents the population centers of the northern Sacramento Valley and will provide an effective vehicle to achieve energy savings, reduce energy demand and put California citizens back to work.

Sincerely,


Stephen J. Kimbrough
City Manager