



**CITY OF CORNING
CITY COUNCIL AGENDA**

**TUESDAY, NOVEMBER 25, 2008
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Dickison
Zuniga
Turner
Strack**

Mayor:

C. ADJOURN TO CLOSED SESSION:

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:
Agency Negotiator: William May, Labor Relations Consultant;
Public Safety Employee Unit; and
Dispatch Employee Unit**

D. RECONVENE AND REPORT ON CLOSED SESSION: 7:30 P.M.

E. INVOCATION AND PLEDGE OF ALLEGIANCE:

F. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:

G. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:

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

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.

- 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 13, 2008 with any necessary corrections.**
- 3. November 19, 2008 Claim Warrant - \$235,777.80.**
- 4. Business License Report – November 19, 2008.**

5. Approve Contract Change Order No. 1 to increase the Safe Routes to School, Cycle 7 Contract by \$6,300.
 6. Select Airport Consultant and Approve Agreement for Professional Services with Wadell Engineering Corporation.
 7. Authorize Staff to Negotiate Agreement with Rainbow Aviation as Airport Fixed Base Operator (FBO).
- 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:** All items listed below are in the order which we believe are of most interest to the public at this meeting. However, if anyone in the audience wishes to have the order of the Agenda changed, please come to the podium, state your name and address, and explain the reason you are asking for the order of the Agenda to be changed.
8. Rodgers Theatre: Discussion and Action on Establishing a Non-Profit Corporation and Seeking Tax-Exempt Status.
 9. Extension of Workers Compensation and Liability Coverage to Friends of Rodgers Theatre Volunteers.
- M. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- N. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- O. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**
10. Hill:
 11. Dickison:
 12. Zuniga:
 13. Turner:
 14. Strack:
- P. **ADJOURNMENT!:**

POSTED: FRIDAY, NOVEMBER 21, 2008



**CITY OF CORNING
CITY COUNCIL MINUTES
THURSDAY, NOVEMBER 13, 2008
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Dickison
Zuniga
Turner
Strack**

Mayor:

All Council members were present.

C. INVOCATION AND PLEDGE OF ALLEGIANCE:

City Manager Stephen Kimbrough led the Pledge of Allegiance.

D. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS: None.

E. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:

Not present.

F. BUSINESS FROM THE FLOOR:

Mr. Joe DeScala was present and addressed the Council regarding the following:

- Request for a copy of the City Budget (he stated that he has contacted the City regarding obtaining a copy of the Budget and did not get anywhere).
- Possibly placing the City Budget on the website.
- Request that the minutes of the October 21, 2008 Planning Commission Meeting reflect that the recording of the September 16, 2008 Planning Commission meeting was blank for some reason. Mayor Strack asked, and City Attorney Fitzpatrick clarified that by law the minutes are required only to contain the item and corresponding actions of the Council, they are not required to contain the discussion.
- Request for information relating to the City Street Fund, specifically relating to his property on Loleta Avenue.
- Agendizing two items for the next Council meeting (City Attorney Michael Fitzpatrick suggested that Mr. DeScala submit his request in a letter to the City stating exactly what he would like agendized, and Councilor Turner stated that it should be submitted for the Planning Commission first). After discussion, the suggestion was made that it be submitted for the January Planning Commission Meeting. Planning Director Stoufer suggested a study session for the January Planning Commission meeting, stating that anything other than that would require that notices be sent to surrounding residents within 300 ft. Mayor Strack stated that this request should be submitted in writing at least two weeks prior to the Planning Commission Meeting and would be reviewed for consideration of agendizing.

Mr. Michael LePeilbet spoke in relation to Salado Orchard Apartments and a possible four-way stop at North and Toomes Avenue. He stated that a four way stop is necessary for safety and asked when this would be installed. Public Works Director John Brewer stated that a traffic survey is currently being done relating to this. Councilor Hill stated that this study is being done not only at the request of the residents in the vicinity, but because the Council also requested it.

Dean Cofer addressed the Council regarding the "Welcome to Corning Signs" stating that nothing is on the Agenda tonight relating to this item. Mayor Strack responded stating yes it is

agendized under "Reports from Mayor and Council Members". Mr. Cofer stated Council approved payment of the sign work at the last Council meeting; was this paid and the wording completed? What was the final decision on the wording? Mayor Strack responded stating that payment was made for the work completed to date, however the sign wording has not yet been determined.

- G. CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience requests separate discussion and/or action.
1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
 2. **Waive the Reading and Approve the Minutes of the October 28, 2008 Meeting with any necessary corrections.**
 3. **November 5, 2008 Claim Warrant - \$165,248.46.**
 4. **Treasurer's Report – October 2008.**
 5. **Wages and Salaries –October 2008 - \$342,819.11.**
 6. **October 2008 Building Permit Valuation - \$247,141.90.**
 7. **October 2008 – Southwest Water Company Wastewater Operation Summary Report.**
 8. **Resolution 11-13-08-01 Designating "No Parking Zones" on Portions of Toomes Avenue and Blossom Lane.**
 9. **Approve Progress Pay Estimate No. 1 for \$22,834 to Thomas Williams Construction for the Safe Routes To School Cycle 7 Project.**

Councilor Turner asked to discuss Item 2 clarifying that the gentleman who spoke noted it under discussion tonight. Councilor Hill stated that the problem with the recording was a malfunction of the recording system causing the tape to be unusable.

With no further discussion of the items listed on the Consent Agenda, Councilor Hill moved to approve Consent Items 1-9. Councilor Dickison seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

10. Approve Waiver of Water Connection Fees for Corning High School.

Mayor Strack explained that this is a one-time thing and clarified that the School is billed for and pays for their water. With no further discussion, Councilor Turner moved waive the connection fee for a new 2" water meter to serve the restrooms near First and Blackburn Avenues at Corning High School. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

11. Rodger's Theatre and Hometown Revitalization; Discussion and Action on the following items:

- a) **Non-Profit Status**

Mayor Strack stated his request that this item be placed on the Agenda in order to obtain a direction to go from here in relation to the Theatre and speak with the City Attorney regarding obtaining non-profit status for the Theatre. Hometown Revitalization Treasurer Marilyn Bright reported that to date total funds collected for the Theatre amount to \$49,694.50, (\$28,370.02 in checking, and \$21,324.78 on a Certificate of Deposit).

Mayor Strack asked for Councils opinions on obtaining non-profit status for the City Theatre. After some discussion, the Council, by consensus requested the City Attorney to research obtaining non-profit status for the Rodgers Theatre.

b) Rodger's Theatre Improvement Phases and Improvements Timeframe.

Mayor Strack introduced this item stating his concerns regarding funding. Julie Johnson clarified the cost of \$400,000. Dean Cofer asked how the City would pay this \$30,000 yearly debt. Teresa Smith spoke, stating that this is something for the youth. Paulyne White spoke relating to the lack of community participation on the committee. An audience member suggested contacting the Hewett Packard Foundation.

Councilwoman Dickison stated that she also asked that this item be Agendized in order to get the Park money Grant to be used (in the amount of \$220,000) for the Theater. Danny Dunigan spoke on the possibilities should the Theatre be restored.

Councilor Zuniga left meeting at 8:44 p.m.

Harry Zemansky thanked the City for getting the neon lights working on the Marquee at the Theatre again.

Councilor Zuniga returned to the meeting at 8:47 p.m.

Councilor Hill asked, should the City submit a pre-application, and if was approved, could the City decline the application at that stage if that was the decision of the Council; she was informed yes. Council was informed by City Manager Kimbrough, if at that point it was the decision of the Council to decline to move forward, the only cost to the City would be for City Engineer Ed Andersons time spent on the pre-application preparation.

After further discussion, Councilor Hill moved for Council to authorize the USDA Rural Development Pre-Application and Application for Community Development Funds in the approximate amount of \$400,000 in order to complete the work listed in the Report in order to reopen Rodgers Theatre. Councilor Dickison seconded the motion. Councilor Turner request to amend the motion to include the terminology "subject to review upon acceptance". Councilor Hill accepted that amendment. Mayor Strack stated his opinion that this was premature, we have two new Council members that will be sitting on this after December and the Council here is committing them to something that is a little above something they should do at this time. **Ayes: Hill, Dickison, Zuniga and Turner. Opposed: Strack. Absent/Abstain: None. Motion approved by a vote of 4-1.** Councilor elect, John Leach confirmed that acceptance of the final application would come before the new Council.

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

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

City Clerk Lisa Linnet read a letter received from Mr. and Mrs. Gary Wheeler commending the Building Official (Terry Hoofard), Public Works Director (John Brewer), and Planning Director (John Stoufer) on their immediate action to resolve an issue relating to the odor and insects coming from the neighboring business's garbage bin.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:

12. Hill: Nothing.

13. Dickison: Reported that she had attended the 2 minute LAFCO meeting that was continued to December 10th. She also stated that she would be attending the Tripartite Board meeting next Tuesday.

14. Zuniga: None

15. Turner: None.

16. Strack: Discussion and Action: City Entry Arch Signs.

Stated that we need to set up a Committee and would like two Volunteers from the Council to serve. He stated that he would like to volunteer to serve on the Committee and Councilwoman Hill stated that she would serve. He also updated the Council on the sign status to date.

Discussion and Action: City Museum Wall Mural.

Mayor Strack stated that the Museum would like to put a mural on the outside west wall and he would like to make sure that Council has no objection. By Council consensus there was no objection to the mural.

N. ADJOURN TO CLOSED SESSION: CANCELED.

CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

Agency Negotiator: William May, Labor Relations Consultant

(a) Public Safety Employees Bargaining Unit

(b) Dispatch Association Unit Negotiations

O. RECONVENE AND REPORT ON CLOSED SESSION: CANCELED.

P. ADJOURNMENT!: 8:58 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: November 19, 2008

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, November 25, 2008 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	11-19-08	\$	171,740.86
B.	Payroll Disbursements	Ending	11-18-08	\$	64,036.94
GRAND TOTAL					\$ <u>235,777.80</u>

REPORT.: Nov 19 08 Wednesday
 RUN....: Nov 19 08 Time: 12:36
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 11-08 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
007404	11/06/08	MCD01	MCDANIEL SIGN COMPANY	-1773.92	.00	-1773.92	2866u	Ck# 007404 Reversed	
007413	11/06/08	EX000	EXOTIC CAR AUDIO OR	-4582.00	.00	-4582.00	A38049u	Ck# 007413 Reversed	
007484	11/05/08	FIR00	FIRST BANKCARD	941.37	.00	941.37	081027	CONF/MTGS-	
007485	11/06/08	EX000	EXOTIC CAR AUDIO OR	4582.00	.00	4582.00	A38049A	VEH REPL-POLICE	
007486	11/06/08	PET03	PETTY CASH	280.84	.00	280.84	081106	PETTY CASH-	
007487	11/06/08	MCD01	MCDANIEL SIGN COMPANY	1525.10	.00	1525.10	2866A	MAT & SUPPLIES-COMM EVENT	
007488	11/11/08	OFF05	OFFICE OF THE SHERIFF,	223.00	.00	223.00	081107	SAFE GRANT-POLICE	
007489	11/11/08	WHI03	WHITE, JEREMY D.	484.13	.00	484.13	081107	SAFE GRANT-POLICE	
007490	11/13/08	CON01	CROWNE PLAZA HOTEL	462.30	.00	462.30	081112	SAFE GRANT-POLICE	
007491	11/13/08	DOD01	JAMES DODGE	341.75	.00	341.75	081112	TRAINING/EDUC-POLICE	
007492	11/13/08	MCC05	MCCURDY'S TRUCK REPAIR	566.15	.00	566.15	3863	VEH OP/MAINT-FIRE	
007493	11/14/08	WIL10	TOM WILLIAMS CONSTRUCTION	20550.60	.00	20550.60	081113	SRTS-SAFE ROUTES	
007494	11/14/08	ACT01	ACTIVE OFFICE EQUIPMENT	463.32	.00	463.32	9052	911 UPGRADE-POLICE	
007495	11/14/08	AIR00	AIRGAS NCN	44.63	.00	44.63	102067708	MAT & SUPPLIES-FIRE	
007496	11/14/08	ARA02	ARAMARK UNIFORM SRV. INC.	26.35	.00	26.35	4108953	Mat/Supplies-	
007497	11/14/08	AT01	AT&T	357.18	.00	357.18	081103	Communications-	
007498	11/14/08	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	0809142	ProfServices Water Dept	
				240.00	.00	240.00	0809322	ProfServices Water Dept	
				86.00	.00	86.00	0809408	ProfServices Water Dept	
			Check Total.....:	440.00	.00	440.00			
007499	11/14/08	BAT01	BATTERIES PLUS	115.77	.00	115.77	79884	EQUIP MAINT-POLICE	
007500	11/14/08	BEN03	LEXISNEXIS MATTHEW BENDER	2220.00	.00	2220.00	20081031	SAFE GRANT-POLICE	
007501	11/14/08	CALL6	CALIFORNIA SAFETY COMPANY	260.56	.00	260.56	110433	EQUIP MAINT-POLICE	
007502	11/14/08	CHE02	CHEM QUIP, INC.	296.43	.00	296.43	2048147IN	MAT & SUPPLIES-PARKS	
				1039.89	.00	1039.89	2048148IN	MAT & SUPPLIES-WTR	
			Check Total.....:	1336.32	.00	1336.32			
007503	11/14/08	COM01	COMPUTER LOGISTICS, INC	42.00	.00	42.00	43613	COMMUNICATIONS-	

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
007503	11/14/08	COM01	COMPUTER LOGISTICS, INC	24.00	.00	24.00	43614	COMMUNICATIONS-FIRE
				26.00	.00	26.00	43615	COMMUNICATIONS-POLICE
				116.67	.00	116.67	43657	COMMUNICATIONS-POLICE
				3840.00	.00	3840.00	43665	Equip.Maint.-GEN CITY
			Check Total.....:	4048.67	.00	4048.67		
007504	11/14/08	COR11	CORNING SAFE & LOCK	2.68	.00	2.68	2250	MAT & SUPPLIES-BLD MAINT
007505	11/14/08	COR12	CORNING FORD MERCURY, INC	22.53	.00	22.53	10773	Veh Opr/Maint-WTR
007506	11/14/08	DEP03	DEPT OF TRANS/CAL TRANS	85.20	.00	85.20	182452	Equip.Maint. St&Trf Light
				900.18	.00	900.18	02012802	Equip.Maint. St&Trf Light
			Check Total.....:	985.38	.00	985.38		
007507	11/14/08	DEP12	DEPT OF JUSTICE	32.00	.00	32.00	706075	MAT & SUPPLIES-REC
007508	11/14/08	GAL02	GALL'S INC	118.23	.00	118.23	596351850	VEH REPL-POLICE
007509	11/14/08	GRA01	GRANDFLOW, INC	277.51	.00	277.51	100089	Office Supplies Finance D
007510	11/14/08	GRA02	GRAINGER, W.W., INC	65.36	.00	65.36	976898394	MAT & SUPPLIES-BLD MAINT
007511	11/14/08	HIT01	HI-TECH EMER VEH SERV, INC	19.91	.00	19.91	125492	VEH OP/MAINT-FIRE
007512	11/14/08	HOL04	HOLIDAY MARKET #32	2.66	.00	2.66	25728	Mat/Supplies-PARKS
007513	11/14/08	NOR03	NCCSIF	2086.50	.00	2086.50	2009038	LIABILITY INS-GEN CITY
007514	11/14/08	NOR31	NORM'S PRINTING	92.32	.00	92.32	005990	OFFICE SUPPLIES-FINANCE
007515	11/14/08	OFF01	OFFICE DEPOT	49.67	.00	49.67	449724388	Office Supplies Policedis
007516	11/14/08	PIT03	PITNEY BOWES, INC	225.14	.00	225.14	303845	Office Supplies-
007517	11/14/08	PUR02	PURCHASE POWER	5018.99	.00	5018.99	081107	COMMUNICATIONS-GEN CITY
007518	11/14/08	SCH13	SCHWAAB, INC.	18.76	.00	18.76	X65082	OFFICE SUPPLIES-POLICE
007519	11/14/08	SWR01	SWRCB/AFRS	1008.00	.00	1008.00	0808391	Annual Permit WWTP
007520	11/14/08	SWM00	SMWC SERVICES, INC.	3889.30	.00	3889.30	16421	PROF SVCS-WWTP
				42828.52	.00	42828.52	16425	PROF SVCS-WWTP
				2561.27	.00	2561.27	16426	PRETREATMENT PROG/SEWER
			Check Total.....:	49279.09	.00	49279.09		
007521	11/14/08	TEH01	TEHAMA ASPHALT	9587.83	.00	9587.83	3069	A/C CITYWIDE-STR PROJ

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007522	11/14/08	TEH20	TEHAMA CO DISTRICT ATTY	869.70	.00	869.70	081105	ProfServices PoliceServic
007523	11/14/08	UNI02	UNIFORMS, TUXEDOS & MORE	11.50	.00	11.50	85298	CADET PROGRAM-POLICE
007524	11/14/08	USA01	USA BLUE BOOK	180.75	.00	180.75	703410	MAT & SUPPLIES-WTR
007525	11/14/08	USA03	USA MOBILITY WIRELESS, INC	29.88	.00	29.88	RO159912K	COMMUNICATIONS-POLICE
007526	11/14/08	WES02	WESTERN BUSINESS PRODUCTS	35.76	.00	35.76	015375	Equip.Maint.-FIRE
007527	11/14/08	CAL09	CALIF PEACE OFFICERS ASSN	320.00	.00	320.00	081114	Traing/Educ. PoliceServic
007528	11/14/08	HIL11	HILTON - SAN JOSE	208.73	.00	208.73	081114	TRAINING/ED-POLICE
007529	11/17/08	ALL01	ALLISON, MELVIN	60.00	.00	60.00	081114	TRAINING/ED-POLICE
007530	11/17/08	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0809636	ProfServices Water Dept
007531	11/17/08	JMB01	JMB OIL COMPANY	634.17	.00	634.17	171807	Veh Opr/Maint-
007532	11/17/08	NOR10	NORTHERN FIRE PROTECTION	300.30	.00	300.30	1387	CERT OF EXTINGUISHING-BLD
007533	11/17/08	RAR01	ROLLS, ANDERSON & ROLLS	6617.00	.00	6617.00	6327	TOPO SURVEY-BLACKBURN AVE
007534	11/17/08	COR12	CORNING FORD MERCURY, INC	23894.52	.00	23894.52	081117	VEH REPLACEMENT/POLICE
007535	11/17/08	CAL34	CALHOUN, RICHARD	35.90	.00	35.90	081117	OFFICE SUPPLIES/ADMIN.
007536	11/18/08	HIL01	BECKY HILL	210.00	.00	210.00	081118	CONF/MTGS-CITY COUNCIL
007537	11/18/08	AT09	AT&T	64.74	.00	64.74	081107	MAT & SUPPLIES - WTR
007538	11/18/08	CON07	CONEXIS	30.00	.00	30.00	10080R348	MEDICAL INS - COBRA
007539	11/18/08	COP00	COP SHOP INSTALLATION INC	65.16	.00	65.16	1796	VEH. REPLC. - POLICE
007540	11/18/08	COR11	CORNING SAFE & LOCK	13.41	.00	13.41	2271	VEH. REPL. - POLICE
007541	11/18/08	COR12	CORNING FORD MERCURY, INC	114.95	.00	114.95	102582	Veh Opr/Maint - POLICE
007542	11/18/08	GAL02	GALL'S INC	60.45	.00	60.45	596468820	SAFETY ITEMS - POLICE
007543	11/18/08	KNI00	KNIFE RIVER CONSTRUCTION	859.67	.00	859.67	91710	MATERIAL & SUPPLIES -
007544	11/18/08	NEX02	NEXTEL	808.49	.00	808.49	086319084	COMMUNICATIONS - POLICE
007545	11/18/08	OFF01	OFFICE DEPOT	318.87	.00	318.87	450646642	911 UPGRADE - POLICE
				485.31	.00	485.31	450683972	EQUIP. MAINT. POLICE

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
007545	11/18/08	OFF01	OFFICE DEPOT	135.02	.00	135.02	450846672	EQUIP MAINT. - POLICE
			Check Total.....	939.20	.00	939.20		
007546	11/18/08	PGE01	PG&E	30409.78	.00	30409.78	081110	Electricity General City
007547	11/18/08	QUI02	QUILL CORPORATION	115.62	.00	115.62	2563456	Office Supplies - FINANCE
007548	11/18/08	TEH31	TEHAMA CO MOSQ. & VECTOR	84.24	.00	84.24	081117	GEN INS./GEN CITY
007549	11/18/08	TRI02	TRI-COUNTY NEWSPAPERS	52.73	.00	52.73	016590640	Print/Advert. City Clerk
			Check Total.....	58.28	.00	58.28	016591720	Print/Advert. City Clerk
			Check Total.....	111.01	.00	111.01		
007550	11/19/08	ARA02	ARAMARK UNIFORM SRV. INC.	28.75	.00	28.75	4111885	Mat/Supplies-
007551	11/19/08	BUT04	BUTTE CITY CREDIT BUREAU	12.00	.00	12.00	9957	PROF SVCS-POLICE
007552	11/19/08	CAL09	CALIF PEACE OFFICERS ASSN	452.00	.00	452.00	081118	Traing/Educ. PoliceServic
007553	11/19/08	CCA01	CITY CLERKS ASSOC OF CA	105.00	.00	105.00	081119	Assoc.Dues City Clerk
007554	11/19/08	COR11	CORNING SAFE & LOCK	38.50	.00	38.50	2267	SENIOR CENTER-GEN CITY
007555	11/19/08	ENP01	ENPLAN	1305.00	.00	1305.00	100819402	GIS PLNG-GIS PLNG
007556	11/19/08	HOL06	HOLIDAY INN	477.00	.00	477.00	081113	TRAINING/ED-POLICE ACO
007557	11/19/08	PHI01	PHIL'S AUTOMOTIVE	125.00	.00	125.00	32957	PROF SVCS-POLICE
007558	11/19/08	ROS00	ROSS, DAWN	220.00	.00	220.00	081118	TRAINING/ED-ACO
			Cash Account Total.....	171740.86	.00	171740.86		
			Total Disbursements.....	171740.86	.00	171740.86		
			Cash Account Total.....	.00	.00	.00		

REPORT.: Nov 19 08 Wednesday
 RUN.....: Nov 19 08 Time: 12:36
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 11-08 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
3728	11/18/08	BAN03	POLICE OFFICER ASSOC.	195.00	.00	195.00	A81118	POLICE OFFICER ASSOC
3729	11/18/08	EDD01	EMPLOYMENT DEVELOPMENT	5327.65 1217.05	.00	5327.65 1217.05	A81118 1A81118	STATE INCOME TAX SDI
Check Total.....:				6544.70	.00	6544.70		
3730	11/18/08	ICM01	ICMA RETIREMENT TRUST-457	2233.98	.00	2233.98	A81118	ICMA DEF. COMP
3731	11/18/08	OEU03	OPERATING ENGINEERS	400.00	.00	400.00	A81118	CREDIT UNION SAVINGS
3732	11/18/08	PERS1	PUBLIC EMPLOYEES RETIRE	47584.01	.00	47584.01	A81118	PERS PAYROLL REMITTANCE
3733	11/18/08	PERS4	Cal Pers 457 Def. Comp	981.50	.00	981.50	A81118	PERS DEF. COMP.
3734	11/18/08	PRE03	PREMIER WEST BANK	3974.00	.00	3974.00	A81118	HSA DEDUCTIBLE
3735	11/18/08	VAL06	VALIC	2123.75	.00	2123.75	A81118	AIG VALIC P TAX

Cash Account Total.....: 64036.94
 Total Disbursements.....: 64036.94

Date.: Nov 19, 2008
Time.: 12:47 pm
Run by: LORI

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFME

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
JVAN PHOTOGRAPHY	1942 COLUSA ST	CORNING, CA 96021	THUENMLER	JACQUIE PHOTOGRAPHY SERVICES, ON-SITE & ON LOCAT	11/18/08	(530)693-0677
LUCERO OLIVE OIL, LL	2120 LOLETA AVE	CORNING, CA 96021	LUCERO	DEWEY OLIVE MILL FACILITY FOR THE PRODUCTION O	11/12/08	(916)625-4360
NOBLE ENTERPRISE HAN	715 SOUTH ST	CORNING, CA 96021	NOBLE	SEAN UP KEEP, ON-GOING MAINTENANCE, MINOR REP	11/18/08	(530)366-0452
SWEET SEDUXION TATTO	1119 WEST ST	CORNING, CA 96021	ESPINOZA	LUSINA TATTOO APPLICATION. HOUSE CALLS BY APPT	11/18/08	(530)838-5271

**ITEM NO: I-5
APPROVE CONTRACT CHANGE
ORDER NO. 1 FOR THE SAFE ROUTE
TO SCHOOL, CYCLE 7 CONTRACT
FOR THE INCREASED AMOUNT OF
\$6,300
NOVEMBER 25, 2008**

**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

SUMMARY:

Attached for City Council review is a copy of Contract Change Order No. 1 increasing the contract amount of the Safe Route to School, Cycle 7 Project by \$6,300 revising the total contract cost to \$314,010 for this project.

City Staff have determined that the installation of 18 truncated domes (please see the attached Contract Change Order No. 1) at the contracted curb returns would be cost effective to be installed during the construction and installation of new sidewalks with the Safe Routes to School Project currently underway. Truncated domes will enhance public safety and assist the handicapped within public right-of-way.

BACKGROUND:

The Project Engineer and the Director of Public Works have reviewed and approved this request.

Original Construction Contract	\$307,710.00
Partial Payment Estimate No. 1	\$22,834.00
Proposed Contract Change Order No. 1	\$6,300.00
Total Adjusted Contract Amount	\$314,010.00

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 1 FOR
THE SAFE ROUTES TO SCHOOL, CYCLE 7 CONTRACT FOR THE INCREASED
AMOUNT OF \$6,300**

CONTRACT CHANGE ORDER

Order No. 1

Date: November 15, 2008

Contract for: Corning High School, Safe Route to School Project, Cycle 7

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

To: Thomas H. Williams, P.O. Box 7968, Chico, CA 95927

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

Description of Changes	DECREASE In Contract Price	INCREASE In Contract Price
<hr/>		
<u>Installation of Truncated Domes at Curb Returns</u>		
Install 18 Truncated Domes @ \$350.00 ea. = \$6,300.00	0	\$ 6,300.00
Change Order Totals		\$ 6,300.00
Net Change	0	+\$6,300.00

JUSTIFICATIONS:

The California State Code requires truncated domes to be installed on new handicap ramps within all commercial areas. It is not specific that they be installed within residential areas; however, because this project is within a school zone, it is considered to be in the City's best interest to install truncated domes in the new curb returns. It is cost effective to install the truncated domes in conjunction with new construction, because they will adhere much better if installed during the concrete installation rather than if they are installed with an epoxy adhesive later.

The amount of the contract will be increased: \$ 6,300.00

The Base Bid (SR2S) portion of the contract total, including this and previous change orders, will be: \$165,752.00. The total contract price will be: \$ 314,010.00.

The estimated contract completion date will remain at February 16, 2009.

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

Requested: _____
City of Corning

Date: _____

Recommended: J. E. (Ed) Anderson
J.E. (Ed) Anderson

Date: _____

Accepted: 
Thomas H. Williams

Date: 11/18/08

**ITEM NO. I-6
SELECT AIRPORT CONSULTANT AND
APPROVE AGREEMENT FOR PROFESSIONAL
SERVICES WITH WADELL ENGINEERING
CORPORATION**

NOVEMBER 25, 2008

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

STEVE
JB

SUMMARY:

Staff recommends approving the attached "Agreement for Professional Services" with Wadell Engineering Corporation of Burlingame, California for Airport Improvement Design services associated with the Corning Municipal Airport.

BACKGROUND:

The City of Corning owns, operates and maintains the Corning Municipal Airport. The Corning Airport Master Plan adopted in 2003, identifies a number of airport improvements. Among the most notable is the northerly relocation (900') of the runway to further separate it from the high school and other urban uses to the south.

The Federal Aviation Administration (FAA) recently awarded the City \$300,000.00 to complete the engineering plans and specification for the relocation of the runway, new taxiways, lighting, and other aviation related improvements. In order to facilitate the plan preparation we need to hire a qualified "Airport Engineering Consultant". FAA recommended that the City solicit new Statements of Qualifications (SoQ's) for Airport Consulting Services.

Earlier this year the City solicited SoQ's from 10 separate engineering firms for "Airport Engineering Consulting" services. We received responses from three firms; Wadell Engineering Corporation, Mead & Hunt, Inc. and Willdan. While each of the three firms appears qualified, staff recommends Council select Wadell Engineering.

Wadell Engineering has been the City's consultant for airport matters for many years (since 1991), and in fact, prepared the City's latest (2003) Airport Master Plan. Due to that considerable experience with the City and its airport, and Staff's confidence with the principal, Mr. Bob Wadell, we recommend that the Council select Wadell Engineering Corporation as the Airport Engineering Consultant. Mr. Wadell has forwarded the attached "Agreement for Professional Services". His proposal includes compensation totaling \$296,340.00.

STAFF RECOMMENDATION:

- **APPROVE THE ATTACHED AGREEMENT FOR PROFESSIONAL SERVICES WITH WADELL ENGINEERING CORPORATION AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.**

AGREEMENT FOR PROFESSIONAL SERVICES

Between The

CITY OF CORNING

And

WADELL ENGINEERING CORPORATION

NOVEMBER 2008



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of November, 2008 by the CITY OF CORNING, California, a municipality, hereinafter called the "OWNER", and WADELL ENGINEERING CORPORATION, a California corporation, hereinafter called the "CONSULTANT".

WITNESSETH:

WHEREAS, the OWNER desires to develop the Corning Municipal Airport.

WHEREAS, the CONSULTANT has the training, capability, and experience to make those studies, comparisons, analyses, determinations, recommendations, engineering evaluations, designs, plans, specifications, and construction observations required to accomplish the objectives of the OWNER.

NOW, THEREFORE, the OWNER and the CONSULTANT agree as follows:

I. Employment.

The OWNER employs the CONSULTANT to develop study reports, plans and specifications; assist in securing bids, tabulate and analyze bid results, and furnish recommendations on award of construction contract; provide a resident project representative to observe construction and provide required reports, and assist the OWNER with liaison, coordination, and applications which may be necessary to obtain and utilize state and federal financial aid.

II. Scope of Work.

A. General.

The CONSULTANT will provide the services required for grant application and various planning, environmental and/or engineering projects. The number and extent of projects cannot be determined at this time. Therefore, this master agreement authorizes the execution of an "Exhibit 4 - Project Statement" by the OWNER, with written description of the Scope, Schedule and Compensation for each project to be prepared and executed before starting each project or study.

B. Specific Development Projects.

Under this agreement, the CONSULTANT will provide the OWNER with the following services:

1. Such liaison and coordination with the FAA as is necessary to request grant funds approval of those agencies. Provided, however, that it is understood that CONSULTANT cannot control or guarantee approvals or actions of any public agency.
2. Preparation of planning documents as required including grant applications, Airport Layout Plan updates, master plans, environmental reports and special studies.
2. Preparation of construction bid documents including plans, specifications, and cost estimates.
3. Tabulation of bids and assistance in contract award.
4. Provision for Resident Project Representatives to observe construction and provide required reporting, administration, record keeping, and related accounting for the project.
5. Preparation of "Record" drawings, Project Final Report, and project closeout with FAA.

C. Work Phases - Development Projects.

1. Design, Bid, and Award Phase - Development Projects.

After receiving authorization from OWNER to proceed with Design, Bid, and Award Phase, CONSULTANT shall (unless stated otherwise in the specific project statement):

- a. Make an on-site observation of proposed project.
- b. Make field survey for design.
- c. Prepare preliminary design. All such documents shall be consistent with standards and requirements of the FAA.
- d. Based on the information contained in the preliminary design, submit estimates of cost for the project. Such estimates are not a guarantee of actual costs.
- e. Present preliminary design and review in person with OWNER and funding agencies if requested.
- f. Assist OWNER in obtaining approvals and permits from governmental agencies having jurisdiction.
- g. On the basis of the accepted preliminary design, prepare for incorporation in the Contract Documents, final plans to show the character and scope of the work to be performed.
- h. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of the required documents so that OWNER may request approvals of such governmental authorities that have jurisdiction over design criteria applicable to the project, and assist in requesting such approvals by participating in submissions to and negotiations with appropriate authorities.
- i. Furnish an Engineer's Estimate of probable cost based on the plans and specifications. Such estimates are not a guarantee of actual costs.
- j. Prepare and submit to OWNER's legal counsel for review bid forms, notice to bidders, instructions to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- k. Furnish one unbound copy of the above documents and present and review them in person with OWNER and funding agencies if requested.
- l. Assist OWNER in obtaining bids.
- m. Assist OWNER in tabulating and evaluating bids and in awarding a contract.

2. Construction Phase - Development Projects.

After receiving written authorization from OWNER to proceed with the Construction Phase, CONSULTANT shall:

- a. Consult and advise OWNER and act as his representative; prepare a construction quality control plan. CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the airport construction site.

- b. Provide a full-time project representative to observe and report on construction progress, compliance of the work with contract document requirements, and work quantities to be utilized as the basis for contract payment.
- c. Review shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit for conformance with the design concept of the Project and compliance with the requirements set forth in the Contract Documents; recommend the acceptability of substitute materials and equipment proposed by Contractor; and receive and review (for general content as required by the specifications), maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection which are to be assembled by Contractor in accordance with the Contract Documents.
- d. Issue all instructions of OWNER to Contractor and prepare routine change orders as approved by OWNER. CONSULTANT, as the OWNER's representative, may require special inspection or testing of the work; provided, however, that if the cost of such special inspection or testing is to be borne by OWNER, specific authorization of OWNER shall be required. CONSULTANT shall act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor relating to the execution and progress of the work and all other matters and questions related thereto.
- e. Based on his on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, determine the amount owing the Contractor and approve in writing payments to Contractor in such amounts. Such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. By approving an application for payment, CONSULTANT will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor's work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances.
- f. Conduct a final observation to determine if the Project has been completed in accordance with the Contract Documents and if each contractor has fulfilled all of his obligations thereunder.
- g. Certify that Project has been completed in substantial accordance with the Drawings and Specifications and recommend in writing that OWNER accept the Project. CONSULTANT shall also approve in writing final payment to Contractor.
- h. Prepare "record" drawings based on Contractor furnished maps and data; prepare final project report.

D. Schedule of Work.

The CONSULTANT will perform the work in a timely manner. The schedule for each project will be set forth as part of each Project Statement.

Any public agency comment and review periods, measured from transmittal of materials until written response, are hereby excluded from the time of performance under this contract.

The CONSULTANT acknowledges the importance to the OWNER of the OWNER'S project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. The OWNER understands, however, that the CONSULTANT'S performance must be governed by sound architectural and engineering practices.

The CONSULTANT shall not be responsible for delay caused by circumstances beyond its reasonable control, nor for delay which may be occasioned by actions that, in the sole judgment of the CONSULTANT, are required in the exercise of usual and customary professional care. The CONSULTANT shall not be liable for damages arising out of any such delay, nor deemed to be in default of this Agreement as a result thereof.

E. Non-Development Projects.

From time to time the Owner will request and authorize non-development projects such as assistance with land acquisition, environmental analyses, master plans, site plans, special studies and analyses, which shall be described by Project Statements.

III. Excluded Services.

It is understood and agreed that the CONSULTANT will not provide the following services unless stated otherwise in the Project Statement:

- A. Construction field and laboratory soils testing.
- B. Measurement, investigation and analysis concerning noise, air pollution, and the natural environment.
- C. Assist the OWNER as expert witness in litigation arising from the development or construction of the Project.
- D. Investigation involving detailed consideration of operation maintenance and overhead expenses; or preparation of rates, schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account services or construction performed by the OWNER, if any.

Notwithstanding the foregoing, the CONSULTANT at his option, will provide additional services from time to time at the request of the OWNER on a time and materials basis in accordance with the fee schedules, which are attached hereto as Exhibit 1 and which shall be updated annually.

IV. OWNER's Responsibilities.

- A. Provide full information regarding its requirements for the project.
- B. Assist CONSULTANT by placing at his disposal all available information pertinent to the Project including previous plans, reports, and any other data relative to funding, design, and construction surveys, and soils testing.
- C. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- D. Review all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as it deems appropriate for such examination and provide in writing decisions pertaining thereto with a reasonable time so as not to delay the services of CONSULTANT.

- E. Pay costs of soils and materials testing services for construction.
- F. Pay all costs incidental to obtaining bids or proposals from contractors including the cost of publishing invitations for bids and other legal notices.
- G. Provide such legal, accounting, independent cost estimating and insurance counseling services as OWNER may require to ascertain how or for what purposes any contractor has used the monies paid to him under the construction contract.
- H. Designate in writing a person to act as OWNER's representative with respect to this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT services.
- I. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- J. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- K. Bear all costs incident to compliance with the requirements of this section.

V. Schedule of Fees and Payment.

Fees for each project will be set forth on each project Statement.

Payments will be made to CONSULTANT monthly from the date of notices to proceed with each work phase upon receipt of invoice. Such invoices shall be based on the CONSULTANT's estimate of work phase services completed each calendar month and shall be submitted on or before the 10th day of each month. Invoices shall be due and payable by OWNER within thirty (30) days after receipt.

VI. Termination of Agreement.

This agreement may be terminated by either party upon thirty days written notice in the event of: (1) substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or (2) resolution by OWNER to abandon or indefinitely postpone the Project for which this Agreement has been entered. In the event of termination under (1), OWNER shall forthwith pay CONSULTANT full payment for all services rendered based upon agreement between the parties as to the percent of work completed. If the Project is "indefinitely postponed", Consultant shall be "rehired" if Project is reinstated.

VII. Employees and Laws.

CONSULTANT shall provide and maintain adequate Workmen's Compensation Insurance at all times to protect CONSULTANT's employees under the Workmen's Compensation and Employer's Liability Laws. CONSULTANT shall abide by all applicable state and federal laws pertaining to wages and hours. CONSULTANT shall not discriminate against any applicant for employment or in the promotion, transfer or upgrading of any employee on the basis of race, creed, religion, sex, or national origin. CONSULTANT hereby agrees to the terms and requirements of Exhibit 2 attached hereto.

VIII. Remedies.

In the event CONSULTANT breaches any provision of the Agreement as amended and fails to commence and diligently pursue to completion the cure of such breach within thirty (30) days following written notice from OWNER, OWNER shall have the right to suspend the Agreement pending the cure or other resolution of such breach, or to terminate the Agreement, or to pursue all other rights or remedies available at law, including but not limited to an action for damages for breach of contract. The damages for which CONSULTANT may be liable include the reasonable additional costs incurred by the OWNER to the extent these additional costs arise solely out of CONSULTANT's breach of agreement to complete the project to the extent such costs exceed the amount payable to CONSULTANT under the Agreement. The exercise of any remedy provided in the Agreement shall not be a waiver of any consistent remedy provided by law and the provision in the Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

IX. General Provisions.

A. Ownership of Drawings.

Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the OWNER following final payment to CONSULTANT. These documents are instruments of service for this project only and are not intended or authorized for any other use by OWNER or third parties.

Basic survey notes, sketches, charts, and computations shall be made available upon request to the OWNER without restrictions or limitations to their use. In the event that any of the above mentioned the OWNER reuses documents, revisions will be indicated and the CONSULTANT will be released and held harmless of liabilities by OWNER.

B. Retention of Project Records.

For a period of three years following receipt of final payment, CONSULTANT will retain and make readily available to representatives of the FAA and the Comptroller General of the United States monthly progress reports, invoices, and sponsor payments for the purposes of determining that the grant funds available to the OWNER were used to defray grant costs.

C. Acts or Omissions of Consultant & Contractor.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor's or subcontractors' agents or employees or any other persons (except his own employees and agents) at the airport or otherwise performing any of the work of the Project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representative. The Contractor is solely responsible for construction means, methods, materials, techniques, sequences, and safety at the site.

The OWNER agrees to limit the CONSULTANT's liability to the OWNER and to all construction Contractors and Subcontractors on the project, due to the CONSULTANT's negligent acts, errors or omissions, such that the total aggregate liability of the CONSULTANT to all those named shall not exceed \$50,000 or the CONSULTANT's total fee for services rendered on the project, whichever is greater.

D. Non-Assignment.

Neither party hereto shall assign, sublet or transfer any interest hereunder without first obtaining written consent from the other party.

E. Binding Agreement.

This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto.

F. Non-Waiver.

The Waiver by either party of any breach of this Agreement shall not bar the other party from enforcing any subsequent breach thereof.

G. Time.

Neither Owner nor CONSULTANT shall cause any unreasonable delays in the progress of the work hereunder.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

H. Notice.

Any notice required to be given by one party hereto to the other party shall be deemed received when deposited in the U.S. Mail with postage prepared and registered or certified addressed as follows unless advising in writing to the contrary:

OWNER
CITY OF CORNING
794 Third Street
Corning, CA 96021
Attn: City Manager

CONSULTANT
WADELL ENGINEERING CORPORATION
1350 Bayshore Highway, Suite 690
Burlingame, CA 94010-1838
Attn: Mr. Robert P. Wadell, P.E., President

I. Entire Agreement.

This Agreement represents the entire Agreement between the parties hereto and any oral statement or representation made to either party by the other party shall not be binding. This Agreement may not be amended unless both parties hereto execute a written amendment.

Project statements will be executed and attached for each project, and will set forth a description, schedule, and compensation.

J. Attorney's Fees.

In the event either party hereto shall bring an action at law or in equity against the other party arising under this Agreement, the prevailing party in such an action shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy or relief as awarded by the court.

K. Re-negotiation.

This contract shall be for projects for which grant applications were requested during five years from the contract execution and shall continue through the funding of those grant requests and the completion of those projects. The fee schedule for professional rates and charges shall be updated annually.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement in the County of San Mateo effective as of the day and year first hereinabove written.

CITY OF CORNING
(Owner)

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____

WADDELL ENGINEERING CORPORATION
(Consultant)

By: _____ Date: _____
Robert P. Wadell, President

**EXHIBIT 1 - PAGE 1 OF 1
WADELL ENGINEERING CORPORATION
2008 HOURLY FEE SCHEDULE**

For additional or time and materials services the compensation of WEC shall be the sum of all of the items set forth below:

A. PERSONNEL SERVICES

	<u>Hourly Billing Rate Schedule</u>
Principal Aviation Consultants	\$200
Chief Engineer/Planner/Architect	\$175
Professional Engineers/Planners/Architects	\$150
Resident Project Representatives	\$135
Computer Designers	\$110
Computer Draftsman	\$90
Wordprocessors	\$40
Expert Witness Surcharge: 150%	
Overtime Surcharge: 150% to 200% per State and Federal Law	

B. TRAVEL AND TRANSPORTATION EXPENSES

1. Reimbursement for actual travel and subsistence expense for personnel plus 15%.
2. Reimbursement at fifty cents (\$0.50) per mile for use of vehicles plus \$50 per day per vehicle.

C. OUTSIDE SERVICES

Invoice cost plus fifteen percent markup for services and expenses charged to WEC by special outside consultants, professional or technical firms, and reproduction services.

D. MISCELLANEOUS SERVICES

The invoice cost plus fifteen percent markup for the cost of materials, supplies and services, including printing and shipping expenses, rented field and testing equipment, and telephone and fax (approximated at \$10 per day during the construction phase). All out-of-pocket expenses not included in items A, B, or C will be included in this category.

Fees and all other charges will be billed periodically as the work progresses, and the amount of each billing shall be due and payable thirty days after the date of such billing. Any portion of billing not paid within thirty days of the billing date shall be considered delinquent and shall bear a delinquency charge at the rate of ten percent per annum on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date. Should legal action be necessary to enforce the provisions of any contract entered into in which this schedule is a part, the client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.

EXHIBIT 2 - PAGE 1 OF 2
CONTRACTOR CONTRACTUAL REQUIREMENTS
TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to --
 - a. withholding of payments to the contractor under the contract until the contractor complies, and or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 2 - PAGE 2 OF 2

7. Foreign Trade Restriction Certification. The CONSULTANT hereby certifies to the following:
- a. That it is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - b. That it has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
 - c. That it has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
2. DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

RETENTION OF PROJECT RECORDS

The contractor will retain project records for a period of three years and will make same available to authorized project auditors.

**EXHIBIT 3
CERTIFICATION OF THE ENGINEER**

I hereby certify that I am Robert Wadell, President and Chief Executive Officer of the firm of Wadell Engineering Corporation, whose address is 1350 Bayshore Highway, Suite 690, Burlingame, California 94010, and that neither I nor the above firm I here represent has:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- b. agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- c. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any).

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of airport development funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Robert P. Wadell, P.E.
President

**EXHIBIT 4
PROJECT STATEMENT**

PROJECT TITLE:

SCOPE OF SERVICES:

SCHEDULE OF SERVICES:

COMPENSATION:

"SAMPLE ONLY - TO BE COMPLETED FOR EACH PROJECT"

Approved:

CITY OF CORNING
OWNER

WADDELL ENGINEERING CORPORATION
CONSULTANT

SAMPLE – DO NOT SIGN THIS COPY

By: _____
Chair

By: _____
Robert P. Wadell, President

Date: _____

Date: _____

**EXHIBIT 4.1
PROJECT STATEMENT**

**PROJECT TITLE: CORNING MUNICIPAL AIRPORT
RUNWAY, TAXIWAY & APRON IMPROVEMENTS**

SCOPE OF SERVICES:

The CONSULTANT will provide the services required for preparation of plans, specifications, and contract documents for earthwork for the translated runway 16/34 and new parallel taxiway with safety areas; terminal area apron expansion earthwork; runway 16/34 extension (60' x900') and runway widening (10' x 2,700') with drainage and marking, runway overlay and marking, medium intensity runway edge lighting for the entire runway, PAPI and REIL's for runways 16 and 34, lighted airfield signs with distance markers, parallel taxiway extension with holding aprons and associated drainage, marking and edge lighting, new apron expansion (approximately 200' by 800'), card controlled access gate, terminal and perimeter fencing, and automated weather observation system (AWOS).

The CONSULTANT will utilize city furnished topographic mapping of the airport supplemented by Consultant obtained mapping, runway surveys, spot elevations of drainage features, pavements and critical utilities, and existing runway cross sections for use in WECPAVE modeling of the runway overlay. Runway ends will be located within 0.1 second using NAD 83 and NGVD 88 datum. CONSULTANT will obtain 10 to 20 foot soils borings and pavement corings in the work area including Atterberg limits, gradation, density, unified soil classification and CBR data for design.

The CONSULTANT will prepare (1) Contract Documents, (2) Preliminary Design Report, (3) Final Design Report, (4) update existing Airport Layout Plan to show the constructed work, (5) Construction Closure and Safety Plan, (6) Construction Quality Control Plan, (7) Pavement Maintenance Plan, (8) 5010 Inventory Sketch, (9) Storm Water / Grading Permit Support Documentation, and (10) print 25 copies of the bid documents. CONSULTANT will coordinate with the FAA and State Aeronautics.

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 schedule for submittal of plans and specifications for OWNER review is 150 calendar days after notice to proceed.

COMPENSATION:

OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement (1) the lump sum of two hundred ninety six thousand three hundred and forty (\$296,340) for the Design, Bid, and Award Phase. Construction Work Phase services will be determined and negotiated at a future date prior to construction. The lump sum compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during the design phase.

Approved:
CITY OF CORNING
OWNER

WADELL ENGINEERING CORPORATION
CONSULTANT

By: _____
Stephan Kimbrough, City Manager

By: _____
Robert P. Wadell, President

Date: _____

Date: _____

**RUNWAY, TAXIWAY & APRON PROJECT
CORNING MUNICIPAL AIRPORT**

FILE: CorningFeeEst-10-27-08
10/27/2008

	HOURS BY TYPE OF PERSON										LABOR			TRAVEL			OUTSIDE			SUPPLY			TOTALS	
	PRINCIPAL		PROF. ENGR/ARCH/PLN		COMPUTER DESIGNER		SECRETARY WORD PROCESSOR		TOTAL PERSON HOURS		TOTAL LABOR COST		TRAVEL COSTS		OUTSIDE SERVICES		SUPPLIES SHIPPING PRINTING		TOTAL COSTS					
	\$200.00	\$150.00	\$110.00	\$40.00																				
FIRM: WADELL ENGINEERING CORPORATION																								
PHASE 1: DESIGN & BIDDING																								
TASK 1: FIELD INVESTIGATION																								
1.1 SITE VISITS/FIELD INVESTIGATION	40	0	0	0	0	0	0	0	40	\$ 8,000	\$ 1,125	\$ -	\$ -	\$ -	\$ 9,125									
1.2 SURVEY/MAPPING	8	16	0	0	0	0	0	24	\$ 4,000	\$ -	\$ 9,500	\$ 100	\$ -	\$ -	\$ 13,600									
1.3 SOILS INVESTIGATION / TESTING	8	0	8	0	0	0	0	16	\$ 2,480	\$ -	\$ 18,500	\$ -	\$ -	\$ 20,980										
1.4 DATA COMPILATION	8	16	40	0	0	0	0	64	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ 8,400										
SUBTOTAL	64	32	48	0	0	0	0	144	\$ 22,880	\$ 1,125	\$ 28,000	\$ 100	\$ -	\$ 52,105										
TASK 2: PLANS PREPARATION	80	386	844	16	0	0	0	1326	\$ 167,380	\$ 450	\$ -	\$ 500	\$ -	\$ 168,330										
SUBTOTAL	80	386	844	16	0	0	0	1326	\$ 167,380	\$ 450	\$ -	\$ 500	\$ -	\$ 168,330										
TASK 3: SPECIFICATIONS AND COST ESTIMATES																								
3.1 SPECIFICATIONS	16	0	0	0	0	0	0	0	\$ 6,400	\$ -	\$ -	\$ 100	\$ -	\$ 6,500										
3.2 COST ESTIMATES	16	0	64	0	0	0	0	0	\$ 10,880	\$ -	\$ -	\$ 25	\$ -	\$ 10,905										
SUBTOTAL	32	0	64	0	0	0	0	0	\$ 17,280	\$ -	\$ -	\$ 125	\$ -	\$ 17,405										
TASK 4: SPECIAL REPORTS / ANALYSES																								
4.1 PRELIMINARY DESIGN REPORT	8	8	16	16	0	0	0	48	\$ 5,200	\$ 300	\$ -	\$ 25	\$ -	\$ 5,525										
4.2 DESIGN REPORT	4	8	4	8	0	0	0	24	\$ 2,760	\$ -	\$ -	\$ 25	\$ -	\$ 2,785										
4.3 STORM WATER POLLUTION PREVENTION PROGRAM	16	32	16	32	0	0	0	88	\$ 10,720	\$ -	\$ -	\$ 200	\$ -	\$ 10,920										
4.4 AIRPORT LAYOUT PLAN UPDATE	12	8	40	4	0	0	0	64	\$ 8,160	\$ -	\$ -	\$ 200	\$ -	\$ 8,360										
4.5 CONSTRUCTION CLOSURE AND SAFETY PLAN	4	8	16	8	0	0	0	36	\$ 4,080	\$ -	\$ -	\$ 50	\$ -	\$ 4,130										
4.6 CONSTRUCTION QUALITY CONTROL PLAN	4	8	8	8	0	0	0	32	\$ 3,360	\$ -	\$ -	\$ 50	\$ -	\$ 3,410										
4.7 PAVEMENT MAINTENANCE PLAN	4	8	8	8	0	0	0	28	\$ 3,200	\$ -	\$ -	\$ 25	\$ -	\$ 3,225										
SUBTOTAL	52	80	108	80	0	0	0	320	\$ 37,480	\$ 300	\$ -	\$ 475	\$ -	\$ 38,255										
TASK 5: COORDINATION AND MEETINGS																								
5.1 CLIENT & TENANTS/USERS	32	0	0	0	0	0	0	40	\$ 6,720	\$ 900	\$ -	\$ 100	\$ -	\$ 7,720										
5.2 FAA	12	0	0	4	0	0	0	16	\$ 2,560	\$ -	\$ -	\$ 25	\$ -	\$ 2,585										
SUBTOTAL	44	0	0	12	0	0	0	56	\$ 9,280	\$ 900	\$ -	\$ 125	\$ -	\$ 10,305										
TASK 6: BIDDING PHASE SERVICES																								
6.1 PREBID CONFERENCE & PROJECT PRINTING	16	0	0	0	0	0	0	24	\$ 3,520	\$ 300	\$ -	\$ 2,500	\$ -	\$ 6,320										
6.2 BIDDER QUESTIONS / ANSWERS	16	0	0	8	0	0	0	24	\$ 3,520	\$ -	\$ -	\$ 100	\$ -	\$ 3,620										
SUBTOTAL	32	0	0	16	0	0	0	48	\$ 7,040	\$ 300	\$ -	\$ 2,600	\$ -	\$ 9,940										
TOTALS	304	498	1064	220	0	0	0	1894	\$ 261,340	\$ 3,075	\$ 28,000	\$ 3,925	\$ -	\$ 296,340										

ITEM NO.: I-7
AUTHORIZE STAFF TO NEGOTIATE
AGREEMENT WITH RAINBOW AVIATION
AS AIRPORT FIXED BASE OPERATOR
(FBO)
NOVEMBER 25, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

SK

BACKGROUND:

The City Manager is moving forward with renewing the FBO Lease Agreement with Rainbow Aviation Services owned by Brian and Carol Carpenter. Rainbow Aviation, through their FAA Approved Training Classes have been bringing more people to the Airport; these people travel from all over the United States, and even from different Countries and stay in local Hotels and occasionally in an RV at the Airport.

The Carpenter's are seeking a 25-year Lease instead of the previous 5-year Lease. This will allow them to make additional improvements to the buildings they use. Twenty-five years is the normal Lease time for a Hangar; there are sufficient Standards in the lease terms to protect the City in the event of their failure to perform.

The current rent charged to the FBO for use of the Administration Building, which is open to the aviation public, and to the City's large, but very old Hangar is \$50 per month. This is a token amount of rent; the real value to the City is having an active FBO who brings activity to the Airport and oversees safety and maintenance issues on the 70-acres of Airport property dedicated to primary Airport use. The remaining City owned 90 acres is under Grazing Lease and held as open space or future Airport expansion.

Staff is recommending no change in the \$50 per month rent. We want Rainbow Aviation to remain at the Airport.

Currently Rainbow Aviation receives all of the rental income from the Ground Leases of the Hangars. This was a modification made seven years ago by the City Council to make it possible for Rainbow Aviation to stay at the Airport and remain open. Since that time, their business has developed and Staff has reached agreement with Rainbow Aviation to revert to the original FBO terms. These terms allow the first two-years rent on a new Hangar Lease to go to the FBO, after which the rental income comes back to the City and is dedicated to the Airport Operating Fund. The FBO is the primary point of contact for anyone interested in developing a Hangar at the Airport.

Under State regulations, the FBO will no longer be able to supply fuel using the old fuel truck. They have explored the cost of above ground fueling tanks, and learned that the supplier wants about \$80,000, which is beyond their means. City Staff has agreed to explore the possibilities of the City installing a cardlock fueling station funded by a State Aviation loan, or through lease terms with the fuel supplier. All potential profits from the cardlock would return to the City Airport Funds. The cardlock would not require FBO time in the fueling operation; the FBO would only need to periodically check the fuel levels and place the orders.

FINANCIAL:

The Municipal Airport receives \$10,000 per year from State of California Aviation Fuel Tax; this combined with the rental income from the residents on Airport property across from the

High School, is sufficient to operate the Airport and create a small reserve. The Airport operating income and expense will be covered in more detail during the presentation of the annual audit in December. The important point is that the Airport operation does not cost the City General Fund any money.

Attached is a copy of the current Lease, which is automatically extended after its expiration. Attached also is the letter requesting the 25-year term from Carol Carpenter of Rainbow Aviation. Staff would appreciate City Council approval of the continuing negotiations with the change in terms, including the length of the Lease (extended to 25-years), no change in the FBO rent of \$50 per month, and change to the Hangar income (reverting the income back to the City for the 15 existing Hangars).

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO REACH AN AGREEMENT WITH RAINBOW AVIATION AS FIXED BASE OPERATOR AT THE CORNING MUNICIPAL AIRPORT AND RETURN WITH A FINAL LEASE FOR CITY COUNCIL APPROVAL.



Aviation Services™

N 930 Marguerite Ave., Corning, Ca. 96021, Tel: 530-824-0644 Fax: 530-824-0250
www.rainbowaviation.com

Nov 18, 2008

Steve Kimbrough
794 Third Street
Corning, CA 96021

RECEIVED

CORNING CITY CLERK

Dear Steve,

The purpose of this letter is to request that the Rainbow Aviation Services' lease be reinstated for a period of 25 years rather than the previous 5 year lease. As we discussed in our meeting, there is a great deal of deferred maintenance that needs to be address in both the hangar and terminal buildings and the 5 year lease does not provide us with enough security to invest the money needed to improve and update the buildings.

Currently, the main hangar can not be used for business during the summer or winter months. Therefore, we plan our classes in the Spring and Fall and have been traveling during the summer and winter months.

With a 25 year lease we will be in position to plan long term.

Sincerely,

Carol Carpenter
N 930 Marguerite Ave
Corning, CA 96021
Email: carol@rainbowaviaiton.com
530-824-0644
1-877-7 FLY LSA

need 25yr lease

start Jan 1, 2009

LEASE

THIS LEASE is made by and between the CITY OF CORNING, a municipal corporation, hereinafter called "Lessor", and BRIAN J. CARPENTER and CAROL CECCONE-CARPENTER, doing business as RAINBOW AVIATION SERVICES, and hereinafter called "Lessee/Operator", upon the following terms and conditions:

1. Lessor leases to Lessee/Operator and Lessee/Operator leases from the Lessor that portion of the property described in exhibit "A" which is identified thereon as "Administration Building", and "North and South" City Owned Hangars.

which torn down?

2. This Lease shall be in effect for five (5) years commencing April 1, 2002 and terminating except as may be hereinafter provided on March 31, 2007. Lessee/Operator has the option to renew this lease for an additional five (5) years if he is not in default during the initial contract period and provided he gives Lessee at least one hundred and twenty (120) days advance written notice of his intent to exercised this renewal option. If this option is exercised, all of the terms and conditions of the original lease shall continue in full force and effect except for the amount of rental, which amount shall be renegotiated between Lessor and Lessee.

A. Payments to Lessee/Operator. During the term of this Agreement, Lessee/Operator shall receive and retain the following fees, payments, and charges:

(1) Tie-down fees. All tie-down fees with the rates to be established in writing by City. Lessee/Operator shall have the authority to move aircraft or order aircraft removed for non-payment of tie-down fees provided such is done in a legal manner and is non-injurious to aircraft.

(2) Fuel Sales. ~~All fuel pricing shall be competitive with fuel pricing at public airports in Butte, Tehama and Shasta Counties. Discounts may be given for volume sales.~~ *shall continue until city installs card lock system and assumes resp.*

They pay electric on their leased buildings

(3) Hangar Rents. All privately owned hangar lease payments shall be collected and retained by Lessee/Operator during the initial term of this lease and the Lessee/Operator shall collect and retain such fees.

1st Two years as commission then to Airport Fund

3. Lessee/Operator shall pay to Lessor the sum of \$50 per month as a fee for rent. Electricity shall be paid for by Lessor only insofar as it relates to

Time to increase

These are public buildings & rest rooms

the airfield landing lights, beacons, and power for furnishing the water. Lessor shall furnish heating oil for heating the administration building for the term of this lease. Lessee/Operator shall pay the cost of all electrical power used by him in his commercial venture, as well as any telephone service which he may desire to obtain. Lessee/Operator shall be entitled to receive and retain tie-down fees, and proceeds from City-owned hangar rents.

4. Lessee/Operator shall have the right to conduct or permit others to conduct within Lessee's leased buildings commercial enterprises, including, but not limited to, chartering of aircraft, student instruction, operation of agricultural spraying, dusting and seeding operations, maintenance and storage of aircraft, sale of aviation petroleum products, engine repairs, radio maintenance, ultralight activities, sport aviation activities, parachuting activities or any other similar activities. All commercial business activities conducted at the airport shall have liability insurance in the amount of \$1,000,000 naming the City of Corning as additional insured, shall have a City of Corning business license, and shall have workers' compensation insurance if applicable. Some activities may require FAA approval. Lessee/Operator will provide Lessor with all necessary documents that may be required to conduct the above-stated activities.
 - A. Non-Exclusive Right. It is not the intent of this Agreement to grant to Lessee/Operator the exclusive right to provide any or all of the services described in this Agreement. It is specifically understood and agreed that nothing herein contained shall be construed to grant or authorized the granting of an exclusive right to provide aeronautical services to the public, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature as described herein.

5. Lessee/Operator agrees to abide by all applicable laws and regulations of the United States, the State of California, the County of Tehama, and the CITY OF CORNING, and to permit no illegal or improper use of said premises. Lessee/Operator agrees that any chemicals or other toxic substances used by him or others to whom he has granted permission to conduct activities will be so stored as not to be dangerous to the public and will be handled and disposed of in accordance with all applicable environmental standards, laws and regulations.
 - A. Operating Standards. In providing any of the required and/or authorized services or activities specified in this Agreement, Operator shall operate for the use and benefit of the public and

shall meet or exceed the following standards:

1. Lessee/Operator shall furnish services on a fair, reasonable and non-discriminating basis to all users of the airport. Lessee/Operator shall furnish good, prompt and efficient services adequate to meet all reasonable demands for its services at the airport. Lessee/Operator shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee/Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

2.

Lessee/Operator shall provide at his sole expense a sufficient number of employees to provide effectively and efficiently the services required or authorized in this Agreement.

3. Lessee/Operator shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereon. Operator may, however, at its sole expense and cost, contest any tax, fee or assessment as long as the contest does not jeopardize the continued airport operation.

4. Lessee/Operator shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the City, and the Operator shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

5. Lessee/Operator shall provide the following services at no charge to Lessor or others as part of the consideration of this lease agreement:

city to do.

1-130

a. Weed abatement on runways, taxiways, ramp areas and around the Lessor-owned hangar and administration building;

b. Cleaning and servicing of public restrooms located at the airport. [Lessor will supply restroom supplies at its

City supplies
admin building

FBO

City supply
paint

City swap

labor
but NOT
materials

city materials

→

expense.]

c. Landscaping, maintenance and upkeep of existing lawn, mowing, raking leaves, fertilizing, watering and general care for the areas around the buildings. Maintenance of trees, trimming and clean-up both behind the main building and on the front lawn.

d. Maintenance of the tie-down facilities including all necessary replacement of tie-down ropes, providing an adequate supply of chocks, repainting of tie-down spaces, as required to meet demands.

e. Servicing and minor repairs to runways, taxiways and airport beacon lighting. [Lessor to pay cost of materials if consent first obtained from Lessor prior to purchases.]

f. Servicing of and repairs to facilities including but not limited to the heating and air conditioning systems, electrical portion of the buildings and minor structural repairs to buildings.

g. Maintenance and upkeep of required signage on runways, taxiways, and on the FBO building to Lessor and FAA requirements;

h. Maintenance and upkeep of parking lot and driveway around the administration building. *weed eat remove trash garbage*

i. ~~Sweeping~~ *city maintains & rakes* of the ramp area to keep it clean from rocks and mud.

6. Lessee/Operator agrees that so far as facilities for tie-downs shall be available, he shall provide such when requested at rates to be fixed by Lessor.

7. *roof needs repair*

7. Lessee/Operator shall have the duty of maintaining or repairing the structures upon the leased premises in as good a condition as they are at the inception of this lease, normal wear and tear excepted, so far as the foundations, exteriors and roofs are concerned. Any interior alterations to the premises shall be made by Lessee/Operator at the expense of Lessee/Operator and only upon receiving prior approval by Lessor. The water well supplying water to the premises shall be kept operational at the expense of the

Lessor.

8. The failure of Lessee/Operator to pay any utility bills incurred by him, taxes on the personal property, licenses fees which may be due, or any other obligations incurred in connection with the operation of his activities at said airport shall be grounds for immediate cancellation of this lease. In the event that any work shall be done upon said airport by Lessee/Operator, he agrees to give the CITY OF CORNING notice of such work at least twenty (20) days before commencement thereof in order that a Notice of Non-Responsibility may be posted. No alterations or improvements shall be made to the leased premises without the prior written approval of Lessor.
9. Lessee/Operator agrees to permit Lessor to make any capital improvements to the leased premises deemed advisable by Lessor. This paragraph shall relate to improvement of the premises and replacement or repair of airport facilities. All improvements to the property shall become fixtures on the property. This provision does not require Lessor to make any such improvements.
10. No insurance will be provided by Lessor upon the personal effects of Lessee/Operator. Lessee/Operator shall have and pay for a liability insurance policy satisfactory to Lessor pertaining to the premises which shall insure not only Lessee/Operator but shall also name Lessor as an additional insured. Lessee/Operator shall furnish Lessor with a copy of such policy. Minimum insurance coverage shall be in the amount of \$1,000,000. Lessee/Operator shall also name Lessor as a co-insured on a fire or damage policy on the facilities in a form and amount acceptable to Lessor with a company approved by Lessor.
11. In the event that the structures upon the leased premises shall be destroyed from any cause, either totally or partially, so that the structures are not usable, this lease may be canceled by Lessee/Operator. Lessee/Operator shall be obligated to apply any insurance proceeds on the damaged or destroyed buildings to the repair or reconstruction thereof.
12. In the event that Lessee/Operator shall be adjudged a bankrupt, or shall make any assignment for the benefit of creditors, or go into receivership, this lease shall be forthwith and immediately declared terminated.

13. In the event of an assignment or subletting in whole or in part of the leased premises, such assignment or subletting shall be by an instrument in writing and shall be subject to prior approval by the CITY OF CORNING. No such approval is required for providing tie-down space for aircraft or for storage of aircraft, or for any aircraft maintenance repair business. Lessee/Operator is to reimburse Lessor all expenses incurred in order to determine approval.
14. Personal Property Taxes. Lessor has disclosed to Lessee/Operator in accordance with California Revenue and Taxation Code Section 107.6 that this lease may result in the creation of a possessory interest subject to property taxation on the interest subject to property taxation on the interest of Lessee/Operator. Lessee/Operator shall pay all such taxes, assessments or other charges levied by City or Tehama County of the due date thereof.
15. Operator as Independent Contractor. In conducting its business hereunder, Lessee/Operator acts as an independent contractor and not as an agent of the city. The selection, retention, assignment, direction and payment of Lessee/Operator's employees shall be the sole responsibility of Lessee/Operator and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee/Operator's employees.
16. Lessor's Right of Entry. Operator shall permit Lessor and the agents and employees of Lessor to enter into and upon the property at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Operator for any loss of occupation or quiet enjoyment of the premises thereby occasioned.
17. Removal of Property. All buildings and improvements and fixtures placed upon the Premises by Lessee/Operator shall be and remain the property of Lessee/Operator so long as this Agreement shall remain in effect. Upon termination of this Agreement, unless modified by prior provisions of this Agreement, by expiration of time, by agreement, or for default of Lessee/Operator, all improvements and fixtures on the premises and all building equipment, alterations, changes and additions to and upon the Premises shall be left in place, and shall become the property of Lessor. To make these provisions self-executing, Lessee/Operator covenants and agrees that, upon termination of this Agreement, title to all improvements and fixtures, including all building

equipment, alterations, changes and additions to and upon the Premises shall pass to Lessor forthwith and without the necessity of any further conveyance or assignment. Lessee/Operator agrees to execute any conveyance or assignment, if necessary, to complete such transfer if requested by Lessor to do so.

18. This lease may be immediately canceled by the Lessor upon the occurrence of any of the following:

- A. Failure to provide what Lessor considers to be adequate service to owners and operators of itinerant aircraft during daylight hours. [Such service shall consist of the availability of aviation gasoline and normal aviation fuel supplies for the aircraft with a qualified person present to deliver the same. Aviation gasoline shall be dispensed in a method approved by FAA and County of Tehama department of weights and measures. The same service shall also be available to aircraft based at the airport.]
- B. Any consistent, habitual, or lengthy absence from the airport by the Lessee/Operator which interferes with the efficient provision of service to aircraft owners and operators, or any willful failure to service aircraft either itinerant or stationed at the airport, unless such failure to service the aircraft is for good cause, such as the inability or failure of the aircraft operator or owner to pay for the services to be rendered or expected to be rendered.
- C. Any action, conduct, or acts on the part of Lessee/Operator which are detrimental to the best interests of Lessor and/or persons entitled to use the Corning Municipal Airport.

[Note: It is understood that the Lessee is engaged in a flight training program and that he will, from time to time, be taking students on flights away from the airport and will not be in constant attendance. Should he be gone from the airport for extensive periods of time, such as for more than 24 hours at one time, he shall make arrangements to have another qualified person or persons provide reasonable service to itinerant and locally based aircraft in his absence.]

19. Waiver. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of

such term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee/Operator of any term, covenant or condition of this Agreement, other than the failure of Lessee/Operator to pay the rental agreed upon herein, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

20. In the event of any default on the part of the Lessee/Operator as a result of which default, a suit is brought against the Lessor the Lessee/Operator agrees to pay such reasonable attorneys fees as may be ordered paid by the Court.
21. Effect of Lessee/Operator's Holding Over. Any holding over after the expiration of the term of this Agreement with consent of Lessor shall be construed to be a tenancy from month to month at the same monthly rent as required to be paid by Lessee/Operators for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.
22. Remedies Cumulative. All remedies herein before conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.
23. Parties Bound. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, legal representative successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
24. Time of the Essence. Time is of the essence of this Agreement, and of each and every covenant, term, condition and provision hereof.
25. Miscellaneous Provisions.
 - A. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date superseded all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing, signed by both parties.

- B. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.
- C. Notice. Any notice given one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepared as follows:
 1. If to Operator, addressed to: Brian J. Carpenter, c/o Rainbow Aviation Services, N. 930 Marguerite Avenue, Corning, California, 96021.
 2. If to City, addressed to: City of Corning, 794 Third Street, Corning, California, 96021.

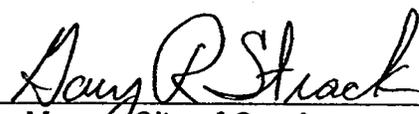
Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

- D. Governing Law. This agreement is to be construed in accordance with the laws of the State of California.

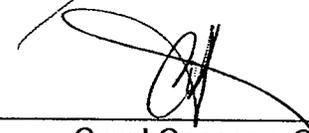
IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CORNING, LESSOR:

RAINBOW AVIATION SERVICES,
LESSEE:

By: 
Mayor, City of Corning

By: 
Brian J. Carpenter

By: 
Carol Ceccone-Carpenter

Attest:

Darlene Dickison
City Clerk

APPROVED AS TO FORM:

Michael C. Hest
City Attorney

ITEM NO.: L-8
RODGERS THEATRE: DISCUSSION AND
ACTION ON ESTABLISHING A NON-
PROFIT CORPORATION AND SEEKING
TAX-EXEMPT STATUS
NOVEMBER 25, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: MICHAEL C. FITZPATRICK, CITY ATTORNEY *mf*

SUMMARY:

The City Council at its last meeting requested that the City Attorney report back to it on the procedure to establish a non-profit corporation/foundation for the Rodgers Theatre and the obligation for prevailing wages to be paid for any improvements made to the theatre.

My research done to date shows that (1) the City Attorney may be authorized to set up a non-profit corporation on behalf of a citizen's group specifically for the theatre (2) an accountant may be engaged to apply for non-profit status from both the federal and state governments and to recommend if this should be a private "foundation" and (3) prevailing wages would have to be paid on any work performed on the theatre other than that done solely with volunteers and with materials which have been donated or purchased with donated money. The City may also perform a limited amount of work on the theater (\$25,000 in labor and materials or, if our ordinance is amended, then up to \$30,000) using its own employees and funds without having to go out to bid.

DISCUSSION:

1. Non-profit Corporation:

If members of the community are going to continue working together to raise funds and recruit volunteer labor and donated materials to restore the theater, then it makes sense to form a non-profit corporation specifically for that purpose and get it out from under the umbrella of Hometown Revitalization which has others goals and objectives. Without devoting a significant amount of time, the City Attorney could form this corporation as a Public Benefit Non-Profit Corporation (Corp. Code Sec. 5110 et. seq.). It would not be an illegal "gift" of public funds to use the City Attorney in this manner since there would be a clear public benefit coming to the City through improvements to its theater. The primary purpose of forming a non-profit specifically for this purpose would be to protect the participants from personal liability and to open up some potential for grant funds provided only to non-profits.

2. Tax-Exempt Status:

Even though a non-profit corporation is established, that does not mean that donations made to it are tax-exempt. Certainly having tax-exempt status is very important to the fund raising efforts because potential donors want tax benefits for their donations. The City should obtain a recommendation from a qualified accountant regarding the type of tax status to seek. An accountant can recommend whether or not it should be designed as a public charity (possibly a community foundation under IRC Sec. 170(b)(1)(A)) or as a private foundation under IRC Sec. 501(c)(3). There are different

investment and other rules which apply to each and different tax effects for those who donate to each kind of organization.

3. Prevailing Wage Issue:

The law requires "prevailing wages" to be paid on "public works" projects (Labor Code Sec. 1720 et. seq.) performed under contract. If a project is "paid for in whole or in part out of public funds" then prevailing wage laws apply. The definition of what constitutes a "public project" has been greatly expanded in recent years so that prevailing wage requirements may now apply to "project done under contract, even otherwise private projects, where a public agency: pays money or its equivalent, performs construction work, transfers assets for less than their full market price, pays project costs... makes credits,...etc." A city may obtain a written ruling from the Division of Labor Standards Enforcement of the California Department of Industrial Relations as to the requirement to pay prevailing wages on a specific public entity contract. (8 CCR Sec.16001).

Work could be performed on the theatre by the City's own employees, up to \$30,000 in value (labor and materials), upon amendment of our present Code without any "prevailing wage" issues. City employees would be paid their regular salaries for such work. Volunteers could be used to work at the theatre and donated materials could be used (or donated money used to purchase such materials) without causing any prevailing wage issues. It's only when work is sent out to contract that the "prevailing wage" requirement applies. Once the work is contracted out, whether by the City itself or by a non-profit corporation/foundation, it's likely to become subject to prevailing wage requirements. If any City money is provided to the non-profit corporation to use in contracting out work for the theatre's restoration, prevailing wages would definitely need to be paid. If no City money is going to be used by the non-profit corporation but work is going to be contracted out using donated funds or materials, then a written ruling on the prevailing wage issue should first be obtained from the State since the City is so involved in the entire operation.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE THE CITY ATTORNEY TO SEEK ADVICE FROM A QUALIFIED ACCOUNTANT ABOUT WHICH TYPE OF TAX STATUS WOULD BEST SUIT OUR NEEDS AND THEN TO DRAFT THE DOCUMENTS NEEDED TO ESTABLISH A NON-PROFIT PUBLIC BENEFIT CORPORATION FOR THE RODGERS THEATER ON BEHALF OF THOSE PERSONS WILLING TO BE PART OF THE SPONSORING COMMUNITY GROUP.

ITEM NO.: L-9
EXTENTION OF WORKERS
COMPENSATION AND LIABILITY
COVERAGE TO FRIENDS OF RODGERS
THEATRE VOLUNTEERS
NOVEMBER 25, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

SUMMARY:

In 1996, the City of Corning adopted a formal policy in Resolution No. 6-11-96-02, extending "Workers Compensation Coverage" for Authorized Volunteers and Directors pursuant to Labor Code S3363.5. Both the Staff report, dated June 11, 1996 and the Resolution are attached as reference. At that time the "Hometown Revitalization" organization was actively involved in planting the trees along Solano and the side Streets. Since that time the policy has worked well protecting both the City and the Volunteers in the event of injury while working on an activity specifically approved by the City Council.

As volunteer work on the Rodgers Theatre becomes more intense, the extension of the protection should be made to those Theatre Volunteers directly engaged in the restoration of the Theatre while working at the Theatre site.

BACKGROUND:

Since 1996 the City has extended protection for various volunteer activities such as the play apparatus construction at Northside Park and the Martini Plaza Volunteers. The City also extended protection to the old Corning Youth Basketball Organization, Volunteer Musical Concerts in the Park, and most recently to all of the Corning Recreation Workers and Volunteers.

With the exception of the Recreation Volunteers and Fee Based Leaders, the extension of Workers Compensation and Liability Coverage only extents to the Volunteers actively engaged in a City Council approved program or event while on City property.

Since the program was implemented on June 11, 1996 there have been no claims by Volunteers against the City. The program does protect the City of Corning as well as protecting the Volunteers. In the event of a Volunteer injury, Workers Compensation coverage would kick in, but this also protects the City from a lawsuit by the Volunteer.

The City's "Insurance Umbrella" also protects the Volunteers from personal liability when they are working on an important community project specifically approved by the City Council.

As added protection for the City, the Volunteer Leaders must submit the names and addresses of those Volunteers working on Theatre restoration activities.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE RECOGNITION OF CORNING "FRIENDS OF RODGERS THEATRE" VOLUNTEERS WHILE ACTIVELY ENGAGED IN THEATRE RESTORATION ACTIVITIES AT THE RODGERS THEATRE, INCLUDING THE PUBLIC RIGHT OF WAY BOTH IN FRONT OF AND BEHIND THE THEATRE.

ITEM NO: L-11
WORKER'S COMPENSATION COVERAGE
FOR CITY VOLUNTEERS, RESOLUTION
NO. 6-11-96-2
JUNE 11, 1996

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

SUMMARY:

Volunteerism is an important source of energy in the Community of Corning. The City of Corning has a number of volunteers who currently assist the City. In order to resolve liability issues, the City needs to bring these volunteers under Worker's Compensation coverage, and formally recognize the classifications.

BACKGROUND:

The City Council has formally and officially recognized several classes of volunteers within the City; these include the Planning Commissioners, Recreation Commissioners, Airport Commissioners and Library Commissioners. Additionally, the City of Corning sponsors the Youth Basketball Program as an official City Recreation Program, providing Worker's Compensation coverage for the coaches and Liability coverage for the Program.

The City's best known volunteers are the members of the Corning Volunteer Fire Department, and most recently, the City approved the volunteer position of Police Cadet.

This formal recognition actually benefits the City, because it brings these volunteers under the City's Worker's Compensation coverage. The cost is not specifically identified in the City's policy, but it is very small, because the City is legally self insured.

Worker's Compensation places limits upon the City's liability. For example, if a citizen slipped and fell in front of City Hall, their law suit is only limited by the Jury award, if a City volunteer or employee slips and falls in front of City Hall, the City's liability exposure is the medical expenses and the temporary disability payments.

There are several additional volunteer classifications, which staff believes the City should formally recognize as official volunteers.

These include:

- . The Corning Museum Association Volunteers
- . Corning Police Reserves (future program)
- . Community Volunteers, this classification would include the volunteer tree planting crews, when the volunteers are not already covered by their own organization's insurance.

The final volunteer classification that should be considered is the "court appointed volunteer". City staff has spent considerable time talking to the Corning Municipal Court and County Juvenile and Adult Probation Departments, and has concluded that the City can benefit from the assistance of these volunteers. Corning Union High School District has accepted court appointed volunteers for many years, and so has the Corning Cemetery District. The field supervisors at both Districts have had positive results and no major liability claims. By bringing these court appointed volunteers formally under Worker's Compensation, the City clearly limits its liability exposure.

The City could choose not to utilize court appointed volunteers, however, Municipal Judge Elmer Jennings summed it up well in a conversation with the City Manager last year. He noted that the court needed our help; our Police Department writes Citations for traffic violations, and many of these people do not have a means of income. Judge Elmer Jennings put it simply, "look Kimbrough, you've either got to help me or stop writing Citations".

The Public Works Operations Superintendent and Public Works Director have developed a number of tasks that can be performed by court appointed volunteers; these tasks will require very little supervision, but the performance can easily be measured. A screening process has been developed to classify the volunteers according to their physical and mental capacity to perform the different kinds of tasks. City staff is not asking the Council to approve the various tasks, because these will vary with time and imagination. None of the proposed tasks would be demeaning to a person out of work.

In order to implement the program and to insure Worker's Compensation coverage, Worker's Compensation Attorney Hank Slowik of Redding, who is Worker's Compensation Counsel for the NCCSIF insurance authority, recommends the adoption of a Council Resolution, specifically identifying the classifications to be covered.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE RESOLUTION NO. 6-11-96-2, ELECTING TO PROVIDE WORKER'S COMPENSATION FOR AUTHORIZED VOLUNTEERS WITH THE FOLLOWING CLASSIFICATIONS: VOLUNTEER FIRE FIGHTERS, POLICE RESERVES, RECREATION, LIBRARY, PLANNING AND AIRPORT COMMISSIONERS, POLICE CADETS, COMMUNITY VOLUNTEERS, COURT VOLUNTEERS, PROBATION VOLUNTEERS AND RECREATION VOLUNTEERS.

RESOLUTION NO. 6-11-96-2

ELECTION TO PROVIDE WORKERS' COMPENSATION COVERAGE
FOR AUTHORIZED VOLUNTEERS AND DIRECTORS
PURSUANT TO LABOR CODE S3363.5

The City Council of the City of Corning, does hereby elect to extend Workers' Compensation coverage, pursuant to L.C. S3363.5 to all City authorized volunteers, while performing beneficial services to the City of Corning.

THEREFORE, BE IT RESOLVED, that the following Volunteer Classifications are deemed employees of the City of Corning, and are entitled to workers' compensation coverage as provide by law:

VOLUNTEER FIRE FIGHTERS, POLICE RESERVES, RECREATION, LIBRARY, PLANNING AND AIRPORT COMMISSIONERS, POLICE CADETS, COMMUNITY VOLUNTEERS, COURT VOLUNTEERS, PROBATION VOLUNTEERS AND RECREATION VOLUNTEERS.

All Resolutions in conflict with the foregoing are hereby repealed. This Resolution will take immediate effect.

* * * * *

The foregoing Resolution was introduced, passed, and adopted at a regular meeting of the City Council of the City of Corning, held on June 11, 1996, by the following vote:

AYES: Strack, Price, Pryatel and Roush.
NOES: None.
ABSENT OR NOT VOTING: Fitzgerald.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 6-11-96-2

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FOR AUTHORIZED VOLUNTEERS AND DIRECTORS
PURSUANT TO LABOR CODE S3363.5

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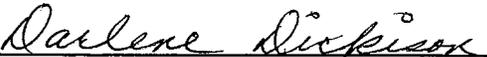
NOES: None.

ABSENT OR NOT VOTING: Fitzgerald.



Mayor

ATTEST:



City Clerk

STATE OF CALIFORNIA ()
COUNTY OF TEHAMA () SS
CITY OF CORNING ()

I do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at the time and by the vote set forth above.

Darlene Dickison
City Clerk

ATTEST: