



**CITY OF CORNING  
CLOSED SESSION AGENDA**

**TUESDAY, JANUARY 24, 2012  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

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

**C. PUBLIC COMMENTS:**

**D. ADJOURN TO CLOSED SESSION:**

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:  
Agency Negotiator: William May, Labor Relations Consultant  
Miscellaneous Bargaining Unit**

**E. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION:**

**F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL:**

**Posted: Friday, January 20, 2012**



**CITY OF CORNING  
CITY COUNCIL AGENDA**

**TUESDAY, JANUARY 24, 2012  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

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

**D. INVOCATION: Led by Councilman John Leach.**

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

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

1. Cindy McClain and members of the Local 4-H Group announce their 4-H Fun Night to be held on February 4<sup>th</sup> at the Tehama District Fairgrounds.
2. Presentation of Senior Center Profit & Loss Standard, 2012 Tentative Projects, Fundraisers and Activities, and Review of 2011 Senior Center Activities by Barbara Vandygriff and Linda Daniels Lima.

**Presentation of Business/Employer of the Month Awards:**

**BUSINESS OF THE MONTH:  
Robert C. Jones Insurance**

**EMPLOYER OF THE MONTH:  
Corning Medical and Associates, Inc.**

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

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

3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
4. Waive the reading and approve the Minutes of the January 10, 2012 Closed Session and Regular City Council Meeting with any necessary corrections:
5. January 18, 2012 Claim Warrant - \$389,151.72.
6. January 18, 2012 Business License Report.
7. Approve New Lease Agreement for Transportation Center Suite "A" (Hometown Café) to Bonnie Webster Griffin.

8. Approve Progress Pay Estimate No. 6 in the amount of \$69,668.27 to Trent Construction for the Clark Park Municipal Water Well Project.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

9. Public Hearing and Action on Request for Disposal Service Rate Increase.

J. REGULAR AGENDA:

10. Accept Rotary Club donation for two handicap accessible drinking fountains for City Parks and authorize installation of small plaques acknowledging the donation.

11. Introduction and first reading of Ordinance 650, an Ordinance to officially disband the Corning Redevelopment Agency and repeal Chapters 2.56 and 2.60 of the Corning Municipal Code.

12. Adopt Resolution 01-24-2012-01 creating a "No Parking Zone" on the south side of 2100 block of Solano Street.

13. Report regarding status of Blackburn Avenue Construction Project, Grant No. 10-STBG-6707.

14. Declare surplus and approve disposal of 18 obsolete/unsafe Self Contained Breathing Apparatus (SCBA's).

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

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

Parkins:

Leach:

Dickison:

Linnet:

Strack:

N. ADJOURNMENT!:

POSTED: FRIDAY, JANUARY 20, 2012

2:17 PM  
01/07/12  
Accrual Basis

**Corning Senior Center  
Profit & Loss Standard  
January through December 2011**

	<u>Jan - Dec 11</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Donations	5,129.79
Fund Raiser	1,635.25
Raffles	461.50
Rent	10,590.00
Stop Payment	155.59
<b>Total Income</b>	<u>17,972.13</u>
<b>Expense</b>	
Bank Charges	83.18
Cleaning Deposit	-600.00
Insurance - nonemployee	1,057.00
Payroll Expenses	1,286.09
Professional Services fees	779.71
Refund	0.00
Salaries and Related Expenses	11,214.85
Supplies and Materials	1,650.36
Telephone	286.63
Utilities	5,580.57
<b>Total Expense</b>	<u>21,338.39</u>
<b>Net Ordinary Income</b>	-3,366.26
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Interest Earned	829.40
<b>Total Other Income</b>	<u>829.40</u>
<b>Net Other Income</b>	<u>829.40</u>
<b>Net Income</b>	<u><u>-2,536.86</u></u>

2:17 PM  
01/07/12  
Accrual Basis

**Corning Senior Center  
Trial Balance  
As of December 31, 2011**

	<u>Dec 31, 11</u>	
	<u>Debit</u>	<u>Credit</u>
Bank of America CD	0.00	
Butte Community Bank CD	12,146.56	
Corning Senior Center Checking	5,009.06	
Rabobank CD	101,042.52	
Opening Balance Equity		119,391.40
Retained Earnings		1,343.60
Donations		5,129.79
Fund Raiser		1,635.25
Raffles		461.50
Rent		10,590.00
Stop Payment		155.59
Bank Charges	83.18	
Cleaning Deposit		600.00
Insurance - nonemployee	1,057.00	
Payroll Expenses	1,286.09	
Professional Services fees	779.71	
Refund	0.00	
Salaries and Related Expenses	11,214.85	
Supplies and Materials	1,650.36	
Telephone	286.63	
Utilities	5,580.57	
Interest Earned		829.40
<b>TOTAL</b>	<u><u>140,136.53</u></u>	<u><u>140,136.53</u></u>

**CORNING SENIOR CENTER****2012 TENTATIVE PROJECTS, FUNDRAISERS AND ACTIVITIES**

<b><u>JANUARY</u></b>	CSC Annual Membership Meeting	1/9	
	CSC Election of Officers	1/9	
	CSC Executive Board Meeting/Installation/Election of Officers	1/18	
	CVFD Food Give Away/Phone Tree	Open	
<b><u>FEBRUARY</u></b>	Valentine's Day Party and Luncheon (Fundraiser Chinese Auction)	2/14	
	AARP Tax Program (All Month)		
	CSC Executive Board Meeting	2/15	
<b><u>MARCH</u></b>	St. Patrick's Day Party	3/16	
	AARP Tax Program (All Month)		
	Proclamation Signing at City Hall	April Volunteer Appreciation Month	
	CSC Executive Board Meeting	3/21	
<b><u>APRIL</u></b>	Volunteer Appreciation Banquet	Open	
	CSC Executive Board Meeting	4/18	
<b><u>May</u></b>	Mother's Day Luncheon	5/11	
	CSC Executive Board Meeting	5/16	
	Memorial Day Parade and Bar-Be-Q	5/28	
<b><u>JUNE</u></b>	National Senior Health and Fitness Month		
	Flag Day Celebration	Open	
	Father's Day Luncheon	6/15	
	CSC Executive Board Meeting	6/20	
<b><u>JULY</u></b>	4 <sup>th</sup> of July Bar-Be-Q	Open	
	CSC Executive Board Meeting	7/18	
<b><u>AUGUST</u></b>	Olive City Festival Celebration	Open	
	Olive Festival Ice Cream Social	Open	
	CSC Executive Board Meeting	8/15	
<b><u>SEPTEMBER</u></b>	Labor Day Fundraiser	9/3	
	9/11 Tribute	9/11	
	CSC Executive Board Meeting	9/19	
<b><u>OCTOBER</u></b>	CSC Executive Board Meeting	10/17	
	Halloween Party and Fundraiser	10/26	
<b><u>NOVEMBER</u></b>	Senior Fair	Open	
	Veteran's Day Parade	11/11	
	CSC Executive Board Meeting	11/21	(Date Must Be Moved)
	Thanksgiving Day Luncheon	11/21	
<b><u>DECEMBER</u></b>	Hometown Lighted Christmas Parade	Open	
	Corning Senior of the Year	Open	
	CUHS Choir	12/5	
	CSC Christmas Party	Open	No Ex. Bd. Meeting Slated for Dec.

**CORNING SENIOR CENTER 2011 YEAR IN REVIEW**  
**PRESENTED JANUARY 9, 2012**

**JANUARY**

Election/Installation 2011 Ex. Bd. of Directors  
Annual Membership Meeting  
2010 Year In Review/2011 Suggested Projects and Activities - Coordinator Linda Lima  
Created Country Store  
Library Remodel  
Knitted Hat Project for Cancer Patients  
AARP General Meeting and Legal Aide Services  
CVFD Food Donation  
January Senior Newsletter and Press Releases Sent to Local Press

**FEBRUARY**

Valentine's Day Party  
Free Hair Cuts for Seniors  
February Ex. Bd. of Directors Meeting  
AARP Tax Program  
AARP General Meeting and Legal Aide Services  
February Senior Newsletter and Press Releases Sent to Local Press

**MARCH**

Tea Party Rental/Key Request  
Revised Accounting Practices  
Saint Patrick's Day Fundraiser  
March Ex. Bd. of Directors Meeting  
AARP Tax Program  
AARP General Meeting and Legal Aide Services  
March Senior Newsletter and Press Releases Sent to Local Press  
Senior Volunteers Assisted the Exchange Club at the Gene May Memorial 16 Seniors Attended

**APRIL**

Volunteer Appreciation Luncheon/CUHS Participation/City, County & State Reps. Attended,  
111 Served/Senior Volunteers Presented Awards/April- Volunteer Appreciation Month  
New Corning Senior Center Brochure Made and the Printing Donated by Ed Baker  
Tehama County Commission on Aging Meeting  
Free Senior Hair Cuts  
April Ex. Bd. of Directors Meeting  
AARP General Meeting and Legal Aide Services  
April Newsletter with Up Date and Press Releases to Local Press (invited to attend event)

**MAY**

Mother's Day Luncheon, Bucky Bowen/Jammer's honoring Mothers, Several Seniors Attended  
Memorial Day Field Trip to Vet's Hall and BBQ  
Crafter's Club Created on Tuesdays  
National Senior Health and Fitness Day  
May Ex. Bd. of Directors Meeting  
May Senior Newsletter with Press Coverage  
AARP General Meeting and Legal Aide Services

## 2011 YEAR IN REVIEW PAGE 2

### JUNE

Flag Day Celebration and Fundraiser with CVFD Presenting the Large Flag  
Seniors Donated Funds for Flags on Main St. to Dave Demo  
June Ex. Bd. of Directors Meeting  
June Senior Newsletter with Press Releases and Photos Sent to the Press  
AARP General Meeting and Legal Aide Services  
Passed Fire Inspection  
Dept. of Environmental Health Inspection/Passed

### JULY

4<sup>th</sup> of July Luncheon held Friday before Holiday  
Senior Nutrition Renewed Contract for Use of the Building  
Tuesday Night Jammer's Key Request Approved  
July Ex. Bd. of Directors Meeting  
July Senior Newsletter Printed  
AARP General Meeting and Legal Aide Services  
Seniors Making Helmet Liners for American Veteran's

### AUGUST

Hawaiian Luau and Fundraiser with Several Seniors in Attendance  
Ernie White Named Corning Senior Center Ambassador  
Olive Festival Train for Parade/Music by Jammer's for after Parade Dance at Senior Center  
Olive Festival T-Shirts Purchased and Seniors Participated in the Dutch Oven Cook Off  
August Ex. Bd. of Directors Meeting  
August Senior Newsletter with Press Releases and Photos to Local Press  
AARP General Meeting and Legal Services

### SEPTEMBER

Labor Day Fundraiser, with Food Donated we Served 84 Seniors and had a Raffle  
9/11 Tribute, CVFD Presented the Large Flag, Bucky Bowen spoke about the 9/11 Tragedy, A  
Poem Written by a Local Senior was Recited. Many Participated and Enjoyed the Occasion.  
September Ex. Bd. of Directors Meeting  
September Senior Newsletter with Press Releases and Photos to Local Press  
AARP General Meeting and Legal Aide Services

### OCTOBER

New Podium Presented by Bucky Bowen's Son  
CFWC Made a Large Donation of Paper Products  
Draft Horse Presentation by Nolen Darnell  
Dr. Kelly Presentation  
Halloween Party and Fundraiser  
Free Hair Cuts for Seniors  
October Senior Newsletter with Press Releases and Invitations to Local Papers  
October Ex. Bd. of Directors Meeting  
AARP General Meeting and Legal Aide Services

## 2011 YEAR IN REVIEW PAGE 3

### NOVEMBER

Open Enrollment Medicare Seminar (changes in program)  
Senior Fair In Conjunction with the Corning Chamber of Commerce. Several Agencies Participated, Local Organizations and Senior Groups Attended. Great Turn Out.  
Veteran's Day Parade and BBQ with the CVFD, Over 40 Participated in the Field Trip  
Thanksgiving Day Luncheon and Silent Auction Fundraiser, Maywood Woman's Club Assisted  
Senior Nutrition Presentation  
AARP General Meeting and Legal Aide Services  
November Ex. Bd. of Directors Meeting  
November Senior Newsletter and Press Releases and Photos to Local Press

### DECEMBER

Hometown Lighted Christmas Parade  
Corning Senior of the Year Announced (Elaine A. Davis)  
CUHS Choir Performance  
Christmas Floral Design Class  
Free Hair Cuts for Seniors  
Legal Aide Services  
Senior Christmas Luncheon Fundraiser, with Donated Food, a Raffle and the Assistance of The Maywood Woman's Club Over Eighty Seniors Enjoyed A Fun Afternoon. Santa also made an Appearance and a Church Dropped off a Large Food Donation.  
December Senior Newsletter and Press Releases with Photos were Sent to the Local Press  
Tehama County Commission on Aging Meeting

The Corning Senior Center is open at 8:00 a.m. Monday thru Friday with Seniors being greeted with coffee, tea and pastries. Senior Nutrition is served daily at 11:30 a.m. with a suggested donation of \$2.75 for Seniors and \$6.00 for non seniors.

Activities such as cards, Bingo, art class, local music by Seniors from Tehama County participating, along with many more Senior Projects being held at the Center.

Presentations from Senior Nutrition, HICAP, In Home Supportive Services and other agencies from the State of California were made available to our Senior Community at the Senior Center.

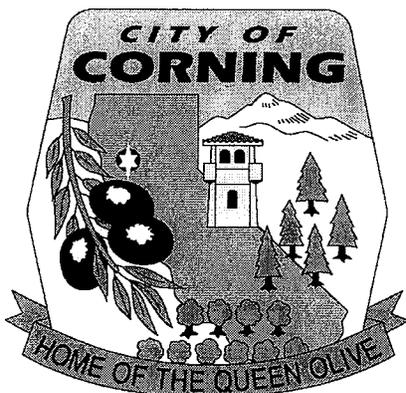
The Corning Senior Center is rented two evenings a week and on weekends. The facility is used four days a week by Seniors for Senior activities.

The Senior Center Net Works with the CVFD, the Corning Chamber of Commerce, The Maywood Woman's Club, the Corning Exchange Club, Friends of the Library, Corning Christian Assistance, along with several local churches, CUHS, Disabled American Veteran's and Veteran's of Foreign Wars, among other community organizations.

SUBMITTED JANUARY 9, 2012

LINDA DANIELS-LIMA

CORNING SENIOR CENTER COORDINATOR



**The City of Corning**

**Recognizes**

**Robert C. Jones  
Insurance**

**as**

**BUSINESS OF THE MONTH**

**FOR**

***January 2012***

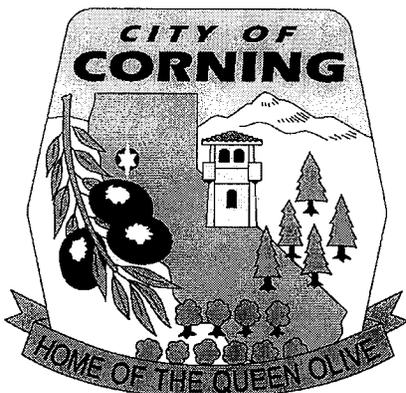
**In recognition of your support of the Community  
through employee Paulyne White's continued  
participation and assistance with various events.**

---

**Gary R. Strack, Mayor**

---

**Lisa M. Linnet, City Clerk**



**The City of Corning**

**Recognizes**

**CORNING MEDICAL  
ASSOCIATES, INC.**

**as**

**EMPLOYER OF THE MONTH**

**FOR**

***January 2012***

**In recognition of the service provided to the  
Community by your Staff at Corning Medical and  
Associates and their efforts towards keeping our  
City's residents healthy and well.**

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**Gary R. Strack, Mayor**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, JANUARY 10, 2012  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

All Members of the City Council were present except Councilor Linnet who is currently on a fire call.

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

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

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

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

**1. Proclamation: January 2012 National Mentoring Month.** By consensus of the Council this item was moved to be addressed following the Consent Agenda.

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

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

**2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**

**3. Waive the Reading and Approve the Minutes of the December 13, 2011 Closed Session and Regular City Council Meeting with any necessary corrections:**

**4. January 4, 2012 Claim Warrant - \$376,121.89.**

**5. January 4, 2012 Business License Report.**

**6. December 2011 Treasurer's Report.**

**7. December 2011 Wages and Salaries - \$483,243.91.**

**8. December 2011 Building Permit Valuation Report - \$69,287.54.**

**9. City of Corning Wastewater Operations Summary Report – December 2011.**

**10. Authorize Payment of Progress Pay Estimate No. 2 (Final) in the amount of \$11,457.95 and approve Contract Change Order No. 2 in the amount of \$2,824.30 that increases the 2011 Street Paving Project total cost to \$242,052.25.**

**11. Accept the Notice of Completion for the 2011 Street Paving Project and authorize the release of retention in the amount of \$24,205.22 to Knife River Construction.**

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

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

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

**1. Proclamation: January 2012 National Mentoring Month.**

City Clerk Lisa Linnet read the Proclamation and Mayor Strack presented it to Melissa Mendoca, Mentoring Program Coordinator for the Tehama County Department of Education. Ms. Mendoca informed the Council of upcoming events, explained their funding sources and introduced a young man named Griffen who program participant and his mentor Wayne.

**I. PUBLIC HEARINGS AND MEETINGS: None.**

**J. REGULAR AGENDA:**

**12. Adopt Ordinance 649, an Ordinance to Amend the Retirement Contract for Newly Hired Police Officers and Miscellaneous Employees. (Second Reading)**

Mayor Strack introduced this item by title explaining that it is a change in retirement age that was a result of the employee negotiations. Councilor Parkins moved to adopt Ordinance 649, an Ordinance to amend the retirement contract for newly hired Police Officers and Miscellaneous Employees. Councilor Leach seconded the motion. **Ayes: Strack, Parkins, Leach, and Dickison. Opposed/Abstain: None. Absent: Linnet. Motion approved by a vote of 4-0 with Linnet absent.**

**13. Approve Sustainable Communities Grant Application Preparation by Diaz Associates.**

Mayor Strack introduced this item by title. City Manager Kimbrough stated that this State Grant, funded through Prop. 84, the same Proposition that funded our new Park, could assist with the preparation of a new General Plan and the associated required elements of the Plan. He explained that the existing plan will be 20 years old in 2014. Mr. Kimbrough stated that Eihnard Diaz would be the project consultant on the proposed grant application. He then stated that the projected cost of the project would be \$2,000 which consists of compensation for mileage expenses, time for attending the workshop in Sacramento, and any City meetings associated with the project.

Mayor Strack stated that this presents an opportunity for everyone to contribute input on the General Plan.

Councilor Dickison moved to authorize City Staff to work with Diaz Associates in the preparation of the application and the City Council Resolution to be adopted at a later date. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach, and Dickison. Opposed/Abstain: None. Absent: Linnet. Motion approved by a vote of 4-0 with Linnet absent.**

**Councilor Linnet entered the meeting at 7:43 p.m.**

**14. Authorize Landscaping of City Property at northeast corner of Marguerite Avenue and Solano Street.**

Mayor Strack introduced this item by title and asked what a "Swan Olive Tree" was. Mr. Brewer stated he believed it was a dwarf olive tree. Councilor Leach asked when this would start and Mr. Brewer stated he didn't know; however there is water on site already.

Councilor Leach moved to approve the Landscape Plan for the northeast corner of Marguerite Avenue and Solano Street and authorize the Public Works Director to sign a purchase order in the amount of \$2,775 to Greenday Irrigation & Turf Management. Councilor Parkins, seconded the

motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed/Absent/Abstain: None. Motion approved by a vote of 5-0.**

Mayor Strack confirmed that although the City solicited bids from three Companies, only one bid was received.

**15. Confirm continued Compensation Plan for the unrepresented position of Administrative Assistant to the City Manager.**

Mayor Strack introduced this item by title and clarified that this position is currently held by City Clerk Lisa Linnet. Following very little conversation, Councilor Parkins moved to confirm continued compensation plan for the position of Administrative Assistant to the City Manager to be the same as the Corning Management Association for the period of January 1, 2012 through December 31, 2012. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed/Absent/Abstain: None. Motion approved by a vote of 5-0.**

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

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

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

**Parkins:** Stated she believes that the Landfill meeting will be held in Corning on Wednesday, January 18<sup>th</sup>.

**Leach:** None.

**Dickison:** Announced that the LAFCO Meeting scheduled for tomorrow has been canceled. She stated that she will be attending the Economic Development Conference in Oroville on January 12<sup>th</sup>, the Historical Records Commission meeting on January 19<sup>th</sup>, and the State Fair Exhibit Committee Meeting on the 20<sup>th</sup>.

**Linnet:** Announced that on Thursday night 15 locations throughout town were tagged with graffiti and that the graffiti on the Olive at South Avenue and Hall Road has been painted over. He also stated that the "Downtown Pay-it Forward Group" met and have scheduled a work day for Saturday to steam clean and paint Daisy's Ice Cream Shop.

**Strack:** Announced that the Chamber of Commerce Installation dinner is Saturday January 14<sup>th</sup> at the Veterans Memorial Hall.

**N. ADJOURNMENT!: 7:53 p.m.**

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Lisa M. Linnet, City Clerk



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING ASSISTANT

**DATE:** January 18, 2012

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, January 24, 2012 Council Meeting

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

A.	Cash Disbursements	Ending 01-09-12	\$294,515.18
B.	Cash Disbursements	Ending 01-11-12	\$27,039.89
C.	Payroll Disbursements	Ending 01-10-12	\$43,312.68
D.	Cash Disbursements	Ending 01-16-12	\$16,684.74
E.	Cash Disbursements	Ending 01-18-12	\$7,599.23
		<b>GRAND TOTAL</b>	<b><u>\$389,151.72</u></b>

REPORT.: Jan 09 12 Monday  
 RUN....: Jan 09 12 Time: 15:56  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 01-12 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012734	01/09/12	DEP09	DEPT OF CONSERVATION	-319.20	.00	-319.20	11-0707u	Ck# 012734 Reversed
013643	01/03/12	BAC00	BACKGROUNDS AND MORE	300.00	.00	300.00	2930	PROF SVCS-POLICE
013644	01/03/12	BRE01	BREWER, JOHN	220.90	.00	220.90	120102	CONF/MTGS-PW ADMIN
013645	01/03/12	COM01	COMPUTER LOGISTICS, INC	116.67	.00	116.67	55000	COMMUNICATIONS-POLICE
				22.00	.00	22.00	55010	EQUIP MAINT-GEN CITY
				26.00	.00	26.00	55011	COMMUNICATIONS-POLICE
				1840.00	.00	1840.00	55085	EQUIP MAINT-
			Check Total.....	2004.67	.00	2004.67		
013646	01/03/12	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000B201011	Finance Dept.
013647	01/03/12	COR08	CORNING LUMBER CO INC	62.25	.00	62.25	111226	MAT & SUPPLIES-
013648	01/03/12	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B201011	CngChamberComm. Economic
013649	01/03/12	COR12	CORNING FORD MERCURY, INC	20.11	.00	20.11	33741	VEH/OP MAINT-
				714.16	.00	714.16	149240	VEH/OP MAINT-POLICE
			Check Total.....	734.27	.00	734.27		
013650	01/03/12	COR13	CORNING VOLUNTEER FIRE	9850.00	.00	9850.00	107451	BLD MAINT-FIRE
				400.00	.00	400.00	596326	VEH/OP MAINT-FIRE
			Check Total.....	10250.00	.00	10250.00		
013651	01/03/12	FIT01	FITZPATRICK LAW OFFICES	3575.00	.00	3575.00	000B201011	Consulting Serv LegalServ
013652	01/03/12	GRA02	GRAINGER, W.W., INC	74.16	.00	74.16	971596793	SM TOOLS-WTR
013653	01/03/12	HAL05	HALL, ROBERT	104.70	.00	104.70	000B201011	ProfServices FireDepartme
013654	01/03/12	HAT10	HATFIELD'S	382.11	.00	382.11	111225	MAT & SUPPLIES-
013655	01/03/12	KEN00	KEN VAUGHAN & SONS	950.00	.00	950.00	000B201011	LANDSCAPE MAINT-
013656	01/03/12	MAI00	MAIRE & BURGESS	2025.00	.00	2025.00	000B201011	CONSULTING SVCS-LEGAL SVC
013657	01/03/12	MCC01	MCCOY'S HARDWARE & SUPPLY	295.91	.00	295.91	111225	MAT & SUPPLIES-
013658	01/03/12	NAP01	NAPA AUTO PARTS	649.84	.00	649.84	111220	VEH/OP MAINT-
013659	01/03/12	OFF01	OFFICE DEPOT	158.02	.00	158.02	590102146	Office Supplies PoliceDis
013660	01/03/12	PAT02	PATTERSON ELECTRIC, INC.	89.71	.00	89.71	2561	BLD MAINT-PARKS

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013661	01/03/12	PIT01	PITNEY BOWES	192.92	.00	192.92	000B201011	Rents/Leases Finance Dept
013662	01/03/12	RAR01	ROLLS, ANDERSON & ROLLS	6336.75	.00	6336.75	8946	PROP 84 PARK-PROP 84 NON-
013663	01/03/12	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000B201011	K-9 PROGRAM-POLICE
013664	01/03/12	TEH36	TEHAMA COUNTY LOCK & SECU	100.02	.00	100.02	6514	MAT & SUPPLIES-BLD MAINT
013665	01/03/12	TLD01	TEDC	208.33	.00	208.33	000B201011	Economic Development
013666	01/03/12	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B201011	PROF. SVCS-FIRE DEPT
013667	01/03/12	WHI05	WHITE GLOVE CLEANING SERV	2800.00	.00	2800.00	000B201011	JANITORIAL SVCS-
013668	01/03/12	ACT02	ACTION SPORT DEVELOPMENT,	5164.50	.00	5164.50	614	PROP 84 PARK-PROP 84
013669	01/03/12	LIN03	LISA LINNET	109.08	.00	109.08	120103	MAT & SUPPLIES-CITY COUNC
013670	01/03/12	ATT14	AT&T	161.18	.00	161.18	111223F	COMMUNICATIONS-FIRE
013671	01/03/12	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1112301	ProfServices Water Dept
013672	01/03/12	CHE02	CHEM QUIP, INC.	1077.24	.00	1077.24	5133502	MAT & SUPPLIES-WTR
013673	01/03/12	CLE04	CLEMENTI, MARK A., PH.D.	585.00	.00	585.00	12-30-11	ProfServices PoliceServic
013674	01/03/12	COR01	CORNING VETERINARY CLINIC	280.00	.00	280.00	13516	SPAY/NEUTER PROG-ACO
013675	01/03/12	COR09	CORNING CHAMBER OF COMM.	100.00	.00	100.00	120103	CONF MTGS-CITY COUNCIL
				-100.00	.00	-100.00	120103u	Ck# 013675 Reversed
				4000.00	.00	4000.00	120103A	CngChamberComm. Economic
				-4000.00	.00	-4000.00	120103Au	Ck# 013675 Reversed
			Check Total.....:	.00	.00	.00		
013676	01/03/12	MOR02	RAY MORGAN COMPANY	3468.03	.00	3468.03	188626	RENT/LEASES-GEN CITY
013677	01/03/12	NAP01	NAPA AUTO PARTS	10.18	.00	10.18	111220F	BLD MAINT-FIRE
013678	01/03/12	PGE2B	PG&E	6731.45	.00	6731.45	111223	ELECT-WWTP
013679	01/03/12	COR09	CORNING CHAMBER OF COMM.	4000.00	.00	4000.00	120103C	CngChamberComm. Economic
013680	01/03/12	COR09	CORNING CHAMBER OF COMM.	100.00	.00	100.00	120103B	CONF/MTGS-CITY COUNCIL
013681	01/04/12	AND01	ED ANDERSON	1200.00	.00	1200.00	12-0102	PROP 84-
013682	01/04/12	ATT02	AT&T	1135.73	.00	1135.73	111225	COMMUNICATIONS-

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013683	01/04/12	ATT14	AT&T	182.03	.00	182.03	111223P	COMMUNICATIONS-POLICE
013684	01/04/12	CME00	CMESA CONSULTING MADE EAS	1260.00	.00	1260.00	1005	PROP 84 PARK-NON CONSTR
013685	01/04/12	COR01	CORNING VETERINARY CLINIC	623.00	.00	623.00	33028	PROF SVCS-ACO
013686	01/04/12	COR03	CORNING RENTALS	735.00	.00	735.00	34578	MAT & SUPPLIES-COMM EVENT
				60.00	.00	60.00	34618	BLD MAINT-LIBRARY
				25.00	.00	25.00	34647	MAT & SUPPLIES-
				45.00	.00	45.00	34654	BLD MAINT-FIRE
			Check Total.....:	865.00	.00	865.00		
013687	01/04/12	COR05	CORNING AUTO CENTER	49.00	.00	49.00	003498	VEH/OP MAINT-POLICE
				39.90	.00	39.90	003499	VEH/OP MAINT-POLICE
				39.90	.00	39.90	003501	VEH/OP MAINT-POLICE
				118.90	.00	118.90	003504	VEH/OP MAINT-POLICE
			Check Total.....:	247.70	.00	247.70		
013688	01/04/12	INT00	INTERSTATE BATTERY SYSTEM	216.54	.00	216.54	10431318	VEH/OP MAINT-
013689	01/04/12	MAY01	MAY, WILLIAM L.	3683.80	.00	3683.80	11/12-123	EE RELATIONS-LEGAL
013690	01/04/12	NEX01	NEXTEL COMMUNICATIONS	61.58	.00	61.58	111229	COMMUNICATIONS-
013691	01/04/12	NOR03	NCCSIF	29294.75	.00	29294.75	2012071	WORKMENS COMP-GEN CITY
013692	01/04/12	NOR25	NORTHERN LIGHTS ENRGY, INC	2764.69	.00	2764.69	55131	VEH/OP MAINT-
				2413.47	.00	2413.47	55170	MAT & SUPPLIES-
				534.02	.00	534.02	55171	VEH/OP MAINT-FIRE
			Check Total.....:	5712.18	.00	5712.18		
013693	01/04/12	PGE01	PG&E	121.76	.00	121.76	111227	ELECT-STR & TRF LIGHTS
013694	01/04/12	PRY03	DAVID PRYATEL	108.00	.00	108.00	120104	TRAINING/ED-POLICE
013695	01/04/12	REY01	REYNOLDS, DONALD C.P.A	2255.00	.00	2255.00	24335	PROF SVCS-FINANCE
				420.00	.00	420.00	24336	PROF SVCS-FINANCE
			Check Total.....:	2675.00	.00	2675.00		
013696	01/04/12	SEI01	SEILER, ROY R., CPA	1999.80	.00	1999.80	24710	PROF SVCS-FINANCE
013697	01/04/12	SWW00	SWWC SERVICES, INC.	47784.17	.00	47784.17	100000576	PROF SVCS-
				5920.00	.00	5920.00	100000591	CLEANING CONTRACT-STR PRO
				3946.00	.00	3946.00	100000599	PROF SVCS-WWTP

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013697	01/04/12	SWW00	SWWC SERVICES, INC.	189.50	.00	189.50	100000628	PROF SVCS-WWTP
Check Total.....:				57839.67	.00	57839.67		
013698	01/04/12	TEH13	TEHAMA CO AUDITOR	37.50	.00	37.50	111231	PkngCiteToCnty PoliceServ
013699	01/04/12	WAR05	WARREN, DANA KARL	183.35	.00	183.35	120104	REC INSTRUCTOR-REC
013700	01/04/12	WAS01	WASTE MANAGEMENT OF	104169.69	.00	104169.69	111231	WASTE MGMT PYMT-SOLID WAS
013701	01/04/12	WES02	WESTERN BUSINESS PRODUCTS	44.96	.00	44.96	031747	EQUIP MAINT-FIRE
013702	01/06/12	M&S00	M & S WESLEY TREE SERVICE	3500.00	.00	3500.00	010412	TREE TRIMMING-STR PROJ
013703	01/06/12	SWR01	SWRCB/AFRS	1606.00	.00	1606.00	12-0106	PETRO WELL-WTR
013704	01/09/12	BEL01	BELL CARTER FOODS	22447.50	.00	22447.50	120109	WWTP OUTFALL MIXING-
013705	01/09/12	DEP09	DEPT OF CONSERVATION	319.20	.00	319.20	11-0707A	StrongMotion Bldg & Safet
Cash Account Total.....:				294515.18	.00	294515.18		
Total Disbursements.....:				294515.18	.00	294515.18		

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							Invoice #	Description
013650	01/11/12	COR13	CORNING VOLUNTEER FIRE	-9850.00	.00	-9850.00	107451u	Ck# 013650 Reversed
				-400.00	.00	-400.00	596326u	Ck# 013650 Reversed
				Check Total.....:		-10250.00	.00	-10250.00
013706	01/11/12	AIR00	AIRGAS NCN	57.47	.00	57.47	102602063	MAT & SUPPLIES-FIRE
013707	01/11/12	APP01	APPLY-A-LINE INC.	3975.00	.00	3975.00	47840	Thermo Plastic Streets
013708	01/11/12	ARA02	ARAMARK UNIFORM SRV.INC.	39.41	.00	39.41	1398918	Mat/Supplies-
				39.41	.00	39.41	1408564	Mat/Supplies-
				39.41	.00	39.41	1418634	Mat/Supplies-
				39.41	.00	39.41	1428223	Mat/Supplies-
				39.41	.00	39.41	1437740	Mat/Supplies-
Check Total.....:		197.05	.00	197.05				
013709	01/11/12	BEN03	LEXISNEXIS MATTHEW BENDER	70.67	.00	70.67	27124878	BOOKS/PERIODICS-LIBRARY
013710	01/11/12	CAL35	CALIFORNIA BUILDING STAND	24.30	.00	24.30	12-0110	SB 1473-BLD & SAFETY
013711	01/11/12	COM01	COMPUTER LOGISTICS, INC	2729.72	.00	2729.72	54633	EQUIP MAINT-POLICE
013712	01/11/12	DEP09	DEPT OF CONSERVATION	15.63	.00	15.63	12-0109	StrongMotion Bldg & Safet
013713	01/11/12	DIS01	DISCOUNT DISPOSABLES	139.94	.00	139.94	107253	SAFETY ITEMS-POLICE
013714	01/11/12	FIR01	FIRST NATIONAL BANK	558.46	.00	558.46	111229	EQUIP MAINT-
013715	01/11/12	FIR02	FIRST NATIONAL BANK	899.79	.00	899.79	111229	SAFETY ITEMS-
013716	01/11/12	GOL03	GSPM / WFM	24.01	.00	24.01	I-033578	MAT & SUPPLIES-WTR
013717	01/11/12	HAI10	HAINES & COMPANY, INC.	373.64	.00	373.64	320598	MAT & SUPPLIES-POLICE
013718	01/11/12	HOL04	HOLIDAY MARKET #32	104.05	.00	104.05	3212171	MAT & SUPPLIES-CITY COUNC
				18.66	.00	18.66	3221540	MAT & SUPPLIES-CITY COUNC
				402.37	.00	402.37	32328504	MAT & SUPPLIES-CITY COUNC
				Check Total.....:		525.08	.00	525.08
013719	01/11/12	IND03	INDUSTRIAL POWER PRODUCTS	61.31	.00	61.31	95786	MAT & SUPPLIES-
013720	01/11/12	KNI00	KNIFE RIVER CONSTRUCTION	11457.95	.00	11457.95	12-0111	MAT & SUPPLIES-STR
013721	01/11/12	LEA01	LEAGUE OF CALIF CITIES	3953.00	.00	3953.00	115401	ASSOC DUES-CITY COUNCIL
013722	01/11/12	LOD00	LODI IRRIGATION	86.60	.00	86.60	6518	MAT & SUPPLIES-WTR

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013722	01/11/12	LOD00	LODI IRRIGATION	18.30	.00	18.30	6521	MAT & SUPPLIES-WTR
			Check Total.....	104.90	.00	104.90		
013723	01/11/12	OFF01	OFFICE DEPOT	91.51	.00	91.51	592507008	Office Supplies PoliceDis
				22.91	.00	22.91	592507897	Office Supplies PoliceDis
			Check Total.....	114.42	.00	114.42		
013724	01/11/12	PAT02	PATTERSON ELECTRIC, INC.	272.11	.00	272.11	2566	MAT & SUPPLIES-BLD MAINT
				94.50	.00	94.50	2567	MAT & SUPPLIES-AIRPORT
			Check Total.....	366.61	.00	366.61		
013725	01/11/12	PGE01	PG&E	251.20	.00	251.20	111228	ELECT-SWR
013726	01/11/12	PGE03	PG&E	19.18	.00	19.18	120101	Mat/Supplies PoliceServic
013727	01/11/12	PGE04	PG&E	847.40	.00	847.40	111230	TranspFacility-
013728	01/11/12	PGE05	PG&E	1217.92	.00	1217.92	111230	FIRE-ELECT & GAS
013729	01/11/12	PGE2A	PG&E	219.83	.00	219.83	111229	ELECT-MCDONALD, CASSANDRA,
				65.47	.00	65.47	111230	ELECT-MARTINI PLAZA
				26.83	.00	26.83	120101	ELECT-CLELAND PROP
			Check Total.....	312.13	.00	312.13		
013730	01/11/12	SCH01	LES SCHWAB TIRE CENTER	63.00	.00	63.00	611000054	VEH/OP MAINT-STR
013731	01/11/12	SUB01	SUBURBAN PROPANE	834.05	.00	834.05	112180	PROPANE-AIRPORT
013732	01/11/12	TEH15	TEHAMA CO SHERIFF'S DEPT	171.50	.00	171.50	120106	PROF SVCS-POLICE
013733	01/11/12	TEH28	TEHAMA CO HEALTH AGENCY	387.20	.00	387.20	20120109	MAT & SUPPLIES-GEN CITY
013734	01/11/12	TRI02	TRI-COUNTY NEWSPAPERS	113.75	.00	113.75	130315	Print/Advert. City Clerk
013735	01/11/12	UNI07	UNION BANK OF CALIF	2790.00	.00	2790.00	7348	Bond Trustee-
013736	01/11/12	VAL03	VALLEY TRUCK & TRACTOR	333.31	.00	333.31	215817	VEH/OP MAINT-
				270.60	.00	270.60	216952	VEH/OP MAINT-
			Check Total.....	603.91	.00	603.91		
013737	01/11/12	WAL05	SERGE V. DANA, D.V.M.	70.00	.00	70.00	237280	SPAY/NEUTER PROGRAM-ACO
013738	01/11/12	WAS01	WASTE MANAGEMENT OF	3014.48	.00	3014.48	115508505	PROP 84 PARK-NON CONSTR

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013739	01/11/12	WOL01	WOLFPACK WOOD RECYCLING,	855.00	.00	855.00	246	PROP 84 PARK-PROP 84 NON
013740	01/11/12	XER00	XEROX CORPORATION	90.22	.00	90.22	059328805	EQUIP MAINT-POLICE
Cash Account Total.....:				27039.89	.00	27039.89		
Total Disbursements.....:				27039.89	.00	27039.89		
Cash Account Total.....:				.00	.00	.00		

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5338	01/10/12	BAN03	POLICE OFFICER ASSOC.	300.00	.00	300.00	B20110	POLICE OFFICER ASSOC
5339	01/10/12	CAL37	CALIFORNIA STATE DISBURSE	179.07	.00	179.07	B20110	WITHHOLDING ORDER
5340	01/10/12	EDD01	EMPLOYMENT DEVELOPMENT	3555.28	.00	3555.28	B20110	STATE INCOME TAX
				1038.65	.00	1038.65	1B20110	SDI
			Check Total.....:	4593.93	.00	4593.93		
5341	01/10/12	ICM01	ICMA RETIREMENT TRUST-457	50.00	.00	50.00	B20110	ICMA DEF. COMP
5342	01/10/12	OEU03	OPERATING ENGINEERS	500.00	.00	500.00	B20110	CREDIT UNION SAVINGS
5343	01/10/12	PERS1	PUBLIC EMPLOYEES RETIRE	28847.48	.00	28847.48	B20110	PERS PAYROLL REMITTANCE
5344	01/10/12	PERS4	Cal Pers 457 Def. Comp	25.00	.00	25.00	B20110	PERS DEF. COMP.
5345	01/10/12	PRE03	PREMIER WEST BANK	7963.70	.00	7963.70	B20110	HSA DEDUCTIBLE
5346	01/10/12	VAL06	VALIC	853.50	.00	853.50	B20110	AIG VALIC P TAX
			Cash Account Total.....:	43312.68	.00	43312.68		
			Total Disbursements.....:	43312.68	.00	43312.68		

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013741	01/12/12	KEN02	NORMAN ZUPPAN	9850.00	.00	9850.00	107451	BLD MAINT-FIRE
013742	01/12/12	BAS01	BASIC LABORATORY, INC	56.00	.00	56.00	1200122	ProfServices Water Dept
013743	01/12/12	CAR12	CARREL'S OFFICE MACHINES	2.25	.00	2.25	105856	MAT & SUPPLIES-LIBRARY
013744	01/12/12	COR13	CORNING VOLUNTEER FIRE	400.00	.00	400.00	596326A	VEH/OP MAINT-FIRE
013745	01/12/12	DEP12	DEPT OF JUSTICE	384.00	.00	384.00	885913	PROF SVCS-POLICE
013746	01/12/12	KIM01	KIMBROUGH, STEPHEN J.	2196.60	.00	2196.60	120111	MEDICAL REIMBURSEMENT
013747	01/12/12	LOD00	LODI IRRIGATION	8.14	.00	8.14	6687	MAT & SUPPLIES-WTR
013748	01/12/12	MOR02	RAY MORGAN COMPANY	899.96	.00	899.96	194305	RENT/LEASES-GEN CITY
013749	01/12/12	NIC00	NICE SHOT, LLC	965.25	.00	965.25	120111	SAFETY ITEMS-POLICE
013750	01/12/12	TEH28	TEHAMA CO HEALTH AGENCY	87.80	.00	87.80	120109	HEALTH DEPT SVCS-
013751	01/16/12	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1200347	ProfServices Water Dept
013752	01/16/12	IMA01	IMAGE SALES, INC.	16.01	.00	16.01	29422	PROF SVCS-POLICE
013753	01/16/12	INT04	INTERNATIONAL ASSOCIATION	120.00	.00	120.00	100101094	Assoc.Dues PoliceServices
013754	01/16/12	MAY01	MAY, WILLIAM L.	315.00	.00	315.00	11/12-12A	EE RELATIONS-LEGAL
013755	01/16/12	OFF01	OFFICE DEPOT	75.03	.00	75.03	592507896	Office Supplies PoliceDis
013756	01/16/12	SCH01	LES SCHWAB TIRE CENTER	165.41	.00	165.41	611000099	K-9 PROGRAM-POLICE
013757	01/16/12	SUN01	SUNRISE ENVIRONMENTAL	214.30	.00	214.30	13328	MAT & SUPPLIES-STR
013758	01/16/12	THO07	THOMSON WEST	270.81	.00	270.81	824322862	TRAINING/ED-POLICE
013759	01/16/12	WAL05	SERGE V. DANA, D.V.M.	70.00	.00	70.00	237450	SPAY/NEUTER PROGRAM-ACO
013760	01/16/12	WAR05	WARREN, DANA KARL	462.18	.00	462.18	120116	REC INSTRUCTOR-REC
013761	01/16/12	WAR06	WARD CHILDREN'S TRUST	40.00	.00	40.00	12-0116	MAT & SUPPLIES-AIRPORT
Cash Account Total.....				16684.74	.00	16684.74		
Total Disbursements.....				16684.74	.00	16684.74		

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 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
013762	01/18/12	COR11	CORNING SAFE & LOCK	55.00	.00	55.00	3385	BLD MAINT-TRANS FAC
013763	01/18/12	GEO01	GEO PLUS	4617.50	.00	4617.50	845	PROF SVCS-WTR
013764	01/18/12	GRA02	GRAINGER, W.W., INC	39.46	.00	39.46	972294454	MAT & SUPPLIES-WTR
				173.67	.00	173.67	972341037	MAT & SUPPLIES-WTR
				145.03	.00	145.03	972365621	MAT & SUPPLIES-WTR
			Check Total.....	358.16	.00	358.16		
013765	01/18/12	HAM05	HAMPTON INN & SUITES	250.93	.00	250.93	120118	TRAINING/ED-POLICE
013766	01/18/12	OFF01	OFFICE DEPOT	128.03	.00	128.03	593733210	Office Supplies PoliceDis
013767	01/18/12	PUR02	PURCHASE POWER	199.01	.00	199.01	120108	MAT & SUPPLIES-FINANCE
013768	01/18/12	RON03	RON DUPRATT FORD	87.95	.00	87.95	692268	VEH/OP MAINT-POLICE
				423.47	.00	423.47	692507	VEH/OP MAINT-POLICE
			Check Total.....	511.42	.00	511.42		
013769	01/18/12	SCH01	LES SCHWAB TIRE CENTER	356.76	.00	356.76	611000094	Veh Opr/Maint-POLICE
013770	01/18/12	TEC00	TECH DEPOT	487.56	.00	487.56	B12013390	COMMUNICATIONS-POLICE
013771	01/18/12	VAL04	VALLEY TRUCK & TRACTOR CO	234.52	.00	234.52	218850	VEH/OP MAINT-
013772	01/18/12	ATK01	DON ATKINS	220.00	.00	220.00	120118	TRAINING/ED-POLICE
013773	01/18/12	CON07	CONEXIS	30.00	.00	30.00	12110R234	MEDICAL INS-COBRA
013774	01/18/12	NOR31	NORM'S PRINTING	150.34	.00	150.34	010795	PRINTING/ADV-POLICE
			Cash Account Total.....	7599.23	.00	7599.23		
			Total Disbursements.....	7599.23	.00	7599.23		

Date.: Jan 18, 2012  
Time.: 2:48 pm  
Run by: LORI

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
FLYING A PERFORMANCE 716	SIXTH ST	CORNING, CA 96021	ATKIN	JOHN & AUTO REPAIR	01/16/12	(530) 824-5422
LANCE JONES CONSTRUC 1052	LA MESA DRIVE	CHICO, CA 95973	JONES	LANCE CONTRACTOR	01/09/12	(530) 209-4068
MESA ENERGY SYSTEMS 2	CROMWELL	IRVINE, CA 95628		CONTRACTOR	01/09/12	(949) 460-0460

**ITEM NO: G-7  
APPROVE NEW LEASE AGREEMENT FOR  
TRANSPORTATION CENTER SUITE A  
(HOMETOWN CAFÉ) TO BONNIE WEBSTER  
GRIPPIN.  
JANUARY 24, 2012**

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

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
LISA M. LINNET, CITY CLERK**



**SUMMARY:**

On January 3, 2012, Bonnie Webster Grippin presented the City with the attached letter stating that she is buying out business partner Lynn Rebbing's interests in the Café and as of January 1, 2012 is now the sole proprietor.

She is requesting that the City consider allowing her to continue to lease the 1750 square foot Restaurant Suite at the Transportation Center for the existing lease amount of \$5,000 for the next two to three years. Mrs. Grippin is making this request because in addition to the Lease, she will be making payments to Ms. Rebbing for her interest in the business.

Mrs. Grippin and Ms. Rebbing have been outstanding tenants and have successfully operated the Hometown Café since March of 2010. Thanks to this good tenant the Transportation Center Enterprise Fund started the year with a \$14,045 balance and growing. This provides the City with the needed reserve to fund repairs. Prior to their tenancy the café was vacant for approximately two years providing no revenue to the City.

**FINANCIAL:**

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

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

**PROPOSED TERMS FOR THE CORNING CAFÉ:**

**See the proposed Lease Agreement attached.**

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE NEW LEASE AGREEMENT BETWEEN MRS. WEBSTER-GRIPPIN AND THE CITY FOR SUITE "A" IN THE CORNING TRANSPORTATION CENTER AND SET THE ANNUAL LEASE PAYMENTS AS:**

- \$5,000 For lease years March 1, 2012 – February 28, 2015 payable on March 1<sup>st</sup> of each year;
- \$6,500 for lease years March 1, 2015 – February 28, 2018 payable on March 1<sup>st</sup> of each year; and
- \$7,500 per year, due on March 1<sup>st</sup> of each year for years 6-10.

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

FROM: BONNIE WEBSTER-GRIPPIN, OWNER OF HOMETOWN CAFE

This is to inform you that as of January 1<sup>st</sup>, I am the Sole Proprietor at Hometown Cafe. Lynn Rebbing and I decided that this business is really only big enough, financially, for one owner.

I am requesting that you extend the current rental amount for an additional two or three years. This would help me tremendously since I have to make payments to buy Lynn out.

Thank you for your consideration,

Bonnie Webster-Grippin

*Bonnie Grippin*

RECEIVED

JAN 03 2012

CITY OF CORNING

**COMMERCIAL LEASE OF  
REAL PROPERTY**

**ARTICLE I. PARTIES**

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

**ARTICLE II. LEASED PREMISES**

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

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

**ARTICLE III. LEASE TERM**

Section 3.01. The term of this Lease shall be for a period of ten (10) years. The Lease term shall commence on March 1, 2012 and end on February 28, 2022.

**ARTICLE IV. RENT**

Section 4.01. The schedule of rent due and payable will be yearly beginning March 1, 2012 and due on the first day of March in subsequent years during the Lease term by Tenant to Landlord shall be as follows:

- (a) For the Lease Year **(March 1, 2012 – February 28, 2015)** the nonrefundable sum of \$5,000 payable **on March 1<sup>st</sup> of each year for years 1-3.**
- (b) For the Lease Year **(March 1, 2015 – February 28, 2018)** the nonrefundable sum of \$6,500 payable **on March 1<sup>st</sup> of each year for years 3-6.**
- (c) For the Lease Year **(March 1, 2018 – February 28, 2022)** the sum of \$7,500 payable **on March 1<sup>st</sup> of each year for years 6-10.**

**ARTICLE V. UTILITIES, PERSONAL AND REAL PROPERTY TAXES**

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

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

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

## **ARTICLE VI. USE**

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

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

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

## **ARTICLE VII. FIXTURES AND SIGNS**

### Section 7.01.

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

## **ARTICLE VIII. ALTERATIONS, REPAIRS AND RESTORATIONS**

### Section 8.01.

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

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

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

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

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

Section 8.02.

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

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

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

Section 8.04. At the termination of this Lease, Tenant shall surrender the building to Landlord in as good a condition and repair as when received, subject only to the consequences and effect of reasonable wear and tear; provided, however, that Tenant shall be under no obligation to repair or restore the whole or any portion of the building or other improvements which may be damaged or destroyed by reason of fire, earthquake, the elements or other casualty, unless the fire or other casualty was the fault of Tenant.

**ARTICLE IX. CONDEMNATION.**

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

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

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

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

## **ARTICLE X. INDEMNITY AND INSURANCE**

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

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

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

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

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

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

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

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

## **ARTICLE XI. ASSIGNMENT**

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

## **ARTICLE XII. DEFAULT AND REMEDIES**

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

## **ARTICLE XIII. ABANDONMENT BY TENANT**

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

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

(b) Terminate this Lease and recover from Tenant:

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

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

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

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

Section 14.05. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Lease shall be binding or valid.

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

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

Section 14.08.

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

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

(c) All notices, demands or requests from Landlord to Tenant shall be given to Tenant at: **1081 Solano Street, Ste. A, Corning, CA 96021, (530-838-5709 or 530-365-8862).**

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

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

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

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

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

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

**ARTICLE XIV. SPECIAL CONDITIONS**

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

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

**Executed on \_\_\_\_\_, 2012 at Corning, Tehama County, California.**

**LANDLORD**

**TENANTS:**

**CITY OF CORNING:**

**BONNIE WEBSTER GRIPPIN:**

\_\_\_\_\_  
**Stephen J. Kimbrough, City Manager**

\_\_\_\_\_  
**Bonnie Webster, Tenant**

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

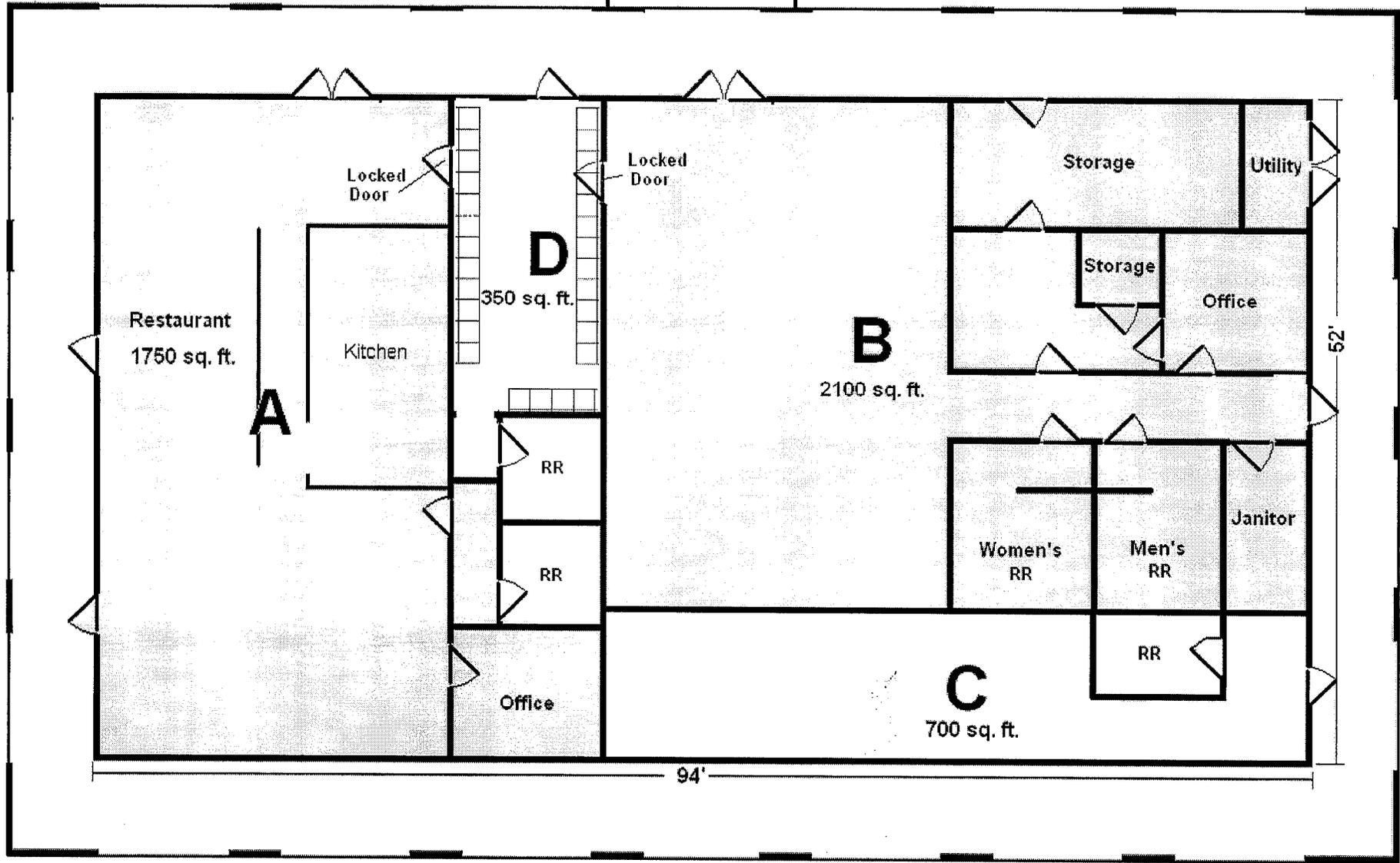
**Date:** \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
**MICHAEL C. FITZPATRICK, City Attorney  
City of Corning**

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

THIRD STREET



SOLANO STREET



ITEM NO: G-8  
 APPROVE PROGRESS PAY ESTIMATE  
 NO. 6 IN THE AMOUNT OF \$69,668.27 TO  
 TRENT CONSTRUCTION FOR THE CLARK  
 PARK MUNICIPAL WATER WELL  
 PROJECT

JANUARY 24, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
 OF THE CITY OF CORNING

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



**SUMMARY:**

Attached for City Council review is a copy of Partial Pay Estimate No. 6 requesting payment of \$69,668.27 for the Clark Park Municipal Water Well Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to Trent Construction.

The work completed for this pay estimate includes electrical component work and work both on and within the wellhouse building. The Director of Public Works and the City Engineer have reviewed and approved this payment request.

Original Construction Contract	\$ 594,089.00
Contract Change Order #1	\$ 7,619.00
Contract Change Order #2	\$ 4,896.00
Contract Change Order #3	\$ 6,733.78
Total Adjusted Contract Amount	\$ 613,337.78

<u>PPE No. 1</u>	\$ 56,753.94
Work completed	\$ 40,984.50
Stored Materials	\$ 15,769.44
Retention to be held (10%)	\$ (5,675.40)
Amount paid to Contractor	\$ 51,078.54

<u>PPE No. 2</u>	
Work Completed to date	\$ 205,608.50
Retention to be held (10%)	\$ (20,560.85)
Amount previously paid	\$ (51,078.54)
Amount paid to Contractor	\$ 133,969.11

<u>PPE No. 3</u>	
Work Completed to date	\$ 240,797.61
Retention to be held (10%)	\$ (24,079.77)
Amount previously paid	\$ (185,047.65)
Amount paid to Contractor	\$ 31,670.19

<u>PPE No. 4</u>	
Work Completed to date	\$ 289,971.25
Retention to be held (10%)	\$ (28,997.13)
Amount previously paid	\$ (216,717.84)
Amount paid to Contractor	\$ 44,256.28

<u>PPE No. 5</u>	
Work Completed to date	\$ 296,902.92
Retention to be held (10%)	\$ (29,690.29)
Amount previously paid	<u>\$ (260,974.12)</u>
Amount paid to Contractor	\$ 6,238.51

<u>PPE No. 6</u>	
Work Completed to date	\$ 374,312.12
Retention to be held (10%)	\$ (37,431.22)
Amount previously paid	<u>\$ (267,212.63)</u>
<b>Amount due to Contractor</b>	<b>\$ 69,668.27</b>

Funding for this project is provided by FY 11/12 budget line number 384-9275-7420 (Clark Park Water Well/Water Improvements).

**BACKGROUND:**

The Clark Park Municipal Water Well Project contract was awarded to Trent Construction of Gerber, CA at the May 24, 2011 Regular City Council Meeting. The new water well is currently under construction at Estil Clark Park located on Fig Lane in Corning.

**RECOMMENDATION:**

**That the Mayor and Council approve Progress Pay Estimate No. 6 in the amount of \$69,668.27 to Trent Construction for the Clark Park Municipal Water Well Project**



# Progress Estimate

# Contractor's Application

For Estil Clark						Application #				
Park Project						Six				
Application						Application Date:				
Period 12-1-11 to 12-31-11						Dec. 31, 2011				
A			B	C	D	E	F		G	
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
1	Mob & Demo of eq. site work cleanup, water & mud disposal, complete in place.	Lump sum	\$27,045.00	\$27,045.00	100%	\$27,045.00		\$27,045.00	100.0%	\$0.00
2	Drilling & electric logging test bore, complete in place.	400 lf	\$41.30	\$16,520.00	400	\$16,520.00		\$16,520.00	100.0%	\$0.00
3	Reaming test bore to 2" diameter, complete in place.	400 lf	\$73.16	\$29,264.00	400	\$29,264.00		\$29,264.00	100.0%	\$0.00
4	Furnish & install 14" well screen, complete in place.	300 lf	\$35.20	\$10,560.00	300	\$10,560.00		\$10,560.00	100.0%	\$0.00
5	Furnish & install 14" well screen, complete in place.	100 lf	\$117.60	\$11,760.00	100	\$11,760.00		\$11,760.00	100.0%	\$0.00
6	Furnish & install cement grout sanitary seal including 2" gravel fill pipe, complete in place.	50	\$60.00	\$3,000.00	50	\$3,000.00		\$3,000.00	100.0%	\$0.00
7	Furnish & install continuous pour gravel pack, complete in place.	350 lf	\$29.50	\$10,325.00	350	\$10,325.00		\$10,325.00	100.0%	\$0.00
8	Furnish, install & remove test pump, complete	Lump sum	\$7,200.00	\$7,200.00	100%	\$7,200.00		\$7,200.00	100.0%	\$0.00
9	Operate test pump & dispose of water, complete	24 hrs	\$210.00	\$5,040.00	100%	\$5,040.00		\$5,040.00	100.0%	\$0.00
10	Obtain water sample & provide complete mineral analysis per DPHS requirements, complete	Lump sum	\$1,800.00	\$1,800.00	100%	\$1,800.00		\$1,800.00	100.0%	\$0.00
11	Disinfect & cap well, complete in place.	Lump sum	\$1,320.00	\$1,320.00	100%	\$1,320.00		\$1,320.00	100.0%	\$0.00
12	Abandonment of test bore, if required, complete in place.	Lump sum	\$1,200.00	\$1,200.00	100%	\$1,200.00		\$1,200.00	100.0%	\$0.00
13	Furnish & install a complete pumping unit consisting of 150-HP DWT pump & motor, column, bowls, VFD unit, 1" chlorine injection pipe, sounding pipe, & all related electrical & mechanical controls, piping, chlorinator, & all related misc. work, complete in place.	Lump sum	\$125,410.00	\$125,410.00	0%	\$0.00		\$0.00	0.0%	\$125,410.00
14	Furnish & install a 200 KW, Diesel Generator, Auto transfer switch, & all required electrical components complete in place.	Lump sum	\$95,993.00	\$95,993.00	4%	\$3,839.72		\$3,839.72	0.0%	\$92,153.28

15	Construct slump block building, including electrical, air conditioning, structural, louvers, concrete, mechanical, & all related work, complete in place.	Lump sum	\$143,746.00	\$143,746.00	90%	\$129,371.40	\$129,371.40	90.0%	\$14,374.60
	Foundation		\$8,969.39						
	Block		\$22,166.69						
	Framing		\$7,056.79						
	Doors & Hardware		\$5,914.15						
	Paint		\$7,540.59						
	Plumbing		\$5,463.79						
	Trench for Electrical		\$2,390.68						
	Electrical		\$60,888.00						
	Trusses		\$918.04						
	Roof		\$4,130.00						
	HVAC		\$18,308.88						
16	Furnish & install 10" PVC, CI.50 water main, complete in place.	\$60.00	\$118.00	\$7,080.00	57	\$6,726.00	\$6,726.00	95%	\$354.00
17	Furnish & install 10" gate valve, w/valve box & concrete collar, complete in place.	1 ea.	\$4,344.00	\$4,344.00	1	\$4,344.00	\$4,344.00	100%	\$0.00
18	Connect 10" PVC to existing 8" PVC with CI tee & fittings, complete in place.	1 ea.	\$3,300.00	\$3,300.00	1	\$3,300.00	\$3,300.00	100%	\$0.00
19	Furnish & install 8" PVC, CI.150 water main, complete in place.	930lf	\$67.30	\$62,589.00	600	\$62,589.00	\$62,589.00	100%	\$0.00
20	Connect new 8" PVC water main to existing 8" PVC water main, complete in place.	4 ea.	\$1,450.00	\$5,800.00	4	\$5,800.00	\$5,800.00	100%	\$0.00
21	Furnish & install 8" gate valve, w/valve box & concrete collar, complete in place.	3 ea.	\$2,870.00	\$8,610.00	3	\$8,610.00	\$8,610.00	100%	\$0.00
22	Culvert crossing on Marguerite Ave. Complete in place.	Lump sum	\$4,328.00	\$4,328.00	100%	\$4,328.00	\$4,328.00	100%	\$0.00
23	Furnish & install 8" double saddle & corporation stop on new 8" PVC water main, complete in place.	8 ea.	\$285.00	\$2,280.00	8	\$2,280.00	\$2,280.00	100%	\$0.00
24	Traffic control, complete	Lump sum	\$3,000.00	\$3,000.00	100%	\$3,000.00	\$3,000.00	100%	\$0.00
25	Prepare, obtain & implement a SWPP from the CRWQCB & pay the permit fee (estimated \$317.00 & install all required drainage protection facilities to comply with the permit requirements, complete in place.	Lump sum	\$2,000.00	\$2,000.00	100%	\$2,000.00	\$2,000.00	100%	\$0.00
26	Furnish & install a 4' x 8' project sign, in accordance with the sign parameters, complete in place.	Lump sum	\$575.00	\$575.00	100%	\$575.00	\$575.00	100%	\$0.00

Contract Amount			\$594,089.00		\$361,797.12		\$361,797.12		\$232,291.88
Change Order #1		\$7,619.00	\$7,619.00	100%	\$7,619.00		\$7,619.00		\$0.00
Change Order #2									
	Line #1 increase	\$16,511.70	\$16,511.70	100%	\$16,511.70		\$16,511.70	100%	\$0.00
	Line #2 increase	\$8,687.15	\$8,687.15	100%	\$8,687.15		\$8,687.15	100%	\$0.00
	Line #3 increase	\$6,234.15	\$6,234.15	100%	\$6,234.15		\$6,234.15	100%	\$0.00
	Line 4 Decrease (Sv#19)	(\$22,209.00)	(\$22,209.00)	100%	(\$22,209.00)		(\$22,209.00)	100%	\$0.00
	Line 5 Decrease (SV#22)	(\$4,328.00)	(\$4,328.00)	100%	(\$4,328.00)		(\$4,328.00)	100%	\$0.00
Change Order #3		\$6,733.78	\$6,733.78	\$0.00	\$0.00		\$0.00	0%	\$6,733.78
New Contract Amount			\$613,337.78		\$374,312.12	\$0.00	\$374,312.12		\$239,025.66

ITEM NO.: I-9  
PUBLIC HEARING AND ACTION ON REQUEST  
FOR DISPOSAL SERVICE RATE INCREASE  
JANUARY 24, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER



**SUMMARY:**

The City Council scheduled January 24, 2012 as the time for a Public Hearing on a **proposed refuse increase totaling 5.23%** requested by Corning Disposal Service Incorporated and Waste Management Inc. The residential rate, if approved, would rise from \$19.73 to \$20.76, a \$1.03 per month increase. The Senior Citizen rate for the smaller 32 gallon roller cart will rise from \$9.87 to \$10.38. Commercial rates vary by service need and increase by 5.23% (same as the residential rate).

**BACKGROUND:**

Several years ago Corning Disposal asked for a special rate increase to cover the unanticipated cost of increased dump fees. The City Council granted that increase, but explained to the Disposal Management that in the future the Council would consider County Dump tipping fees to be a normal cost of business, and would not consider special rate hikes unless there was an extraordinary increase like the one that had just occurred.

When diesel fuel costs rose dramatically, the City Council assigned a committee of two Council Members to meet with Corning Disposal Management and find a solution that was fair both to the customers and the Garbage Company. The result was the rate increase limited to the CPI, and a component of the rate increase based upon a fuel cost index. The Council Committee and Staff recognized that fuel is only a small component of the standard CPI measure.

By implementing these limits on potential rate increases, the City has been able to hold the rate increases down while making the process simple and undisputable.

The current and proposed Corning rates are compared to the rates in surrounding communities on the attached rate comparison sheet. This survey shows that only the Cities of Anderson and Shasta Lake have lower rates than Corning, but they do not provide street sweeping services and charge extra for "White Goods Curbside" (appliance pick-up). Only Corning and Red Bluff have street sweeping included as a part of the service.

The Refuse Collection Agreement between the City of Corning and Corning Disposal provides for an annual rate increase equal to the Consumer Price Index for the 12-month period ending on the prior September 30th. The Consumer Price Index (CPI) indicates that **inflation for this period is 0.31%**. In addition to the Annual Rate Adjustment as stated in Section 8.4 of the Agreement, Corning Disposal/Waste Management also requests a **"Fuel Cost Adjustment" of an additional 1.47%** for diesel fuel costs that exceed the CPI as provided for in Section 8.5 on Page 8 of the Refuse Collection Agreement.

The Consumer Price Index is based on the "shopping cart" concept for the consumer not for business involved heavily in trucking. The factor for diesel fuel in the CPI increase does not reflect the real impact upon transportation related business. For fuel costs, the proposed rate increase is always after the fact and allows for a catch up.

The "Fuel Cost Adjustment" appears reasonable this year. The actual rate language from the Agreement is included for Council reference following the Recommendation.

Notices have been sent to all property owners in accordance with Proposition 218, the "Right to Vote on Taxes Act". Attached are all protests received by January 24, 2012. Written protests are accepted through the close of the Public Hearing.

Staff recommends that the Mayor and City Council open the advertised Public Hearing on the proposed refuse rate increase to be effective April 1, 2012 for residential and commercial refuse accounts in the City of Corning.

**RECOMMENDATION:**

**MAYOR AND COUNCIL, HAVING CONDUCTED THE PUBLIC HEARING AND RECEIVED ALL PROTESTS, APPROVE THE PROPOSED CPI INCREASE OF 3.76% AND THE FUEL COST ADJUSTMENT OF AN ADDITIONAL 1.47% FOR A TOTAL RATE INCREASE OF 5.23%.**

**Excerpt from Franchise Agreement**

**8.4 Annual CPI Rate Adjustment.** Commencing on April 1, 2009, and on April 1 annually thereafter, the residential and commercial rates set forth on Exhibit C may, subject to CITY Council review and approval, which approval shall not be unreasonably withheld, be adjusted by a percentage equal to one hundred percent (100%) of the increase in the Consumer Price Index ("CPI"), All Urban Consumers, West-C, for the 12-month period ending on the prior September 30. Not later than November 30 of each year, CONTRACTOR shall notify the CITY of its intent to increase the rate and provide the rate computations and a proposed new schedule. The CITY Manager shall promptly schedule the request for a rate adjustment on the next CITY Council agenda at which action could be taken in accordance with all applicable laws and regulations.

**8.5 Fuel Cost Adjustment.** In addition to the CPI and other rate adjustments provided by this Section 8, the rates in Schedule C may be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below.

8.5.1 Not later than November 30 of each year, CONTRACTOR shall notify the CITY of any intent to seek a fuel cost adjustment. CITY may also by such date each year notify CONTRACTOR of its intent to seek a fuel cost adjustment. CONTRACTOR, on its own initiative or at the request of the CITY, shall then submit to CITY a written proposal for a fuel cost rate adjustment, including a report detailing the calculations in accordance with the formula agreed to below. Within thirty (30) days after CONTRACTOR provides the CITY with such proposal and report, the CITY shall notify the CONTRACTOR in writing as to whether the CITY accepts such information as complete or specifying any respect in which the CITY deems such information incomplete or deficient. CITY shall attempt in good faith to review such information and complete all its deliberations in connection therewith within ninety (90) days from the date of submittal of the proposal and report to the CITY. The effective date for any such increase, if approved, shall be April 1.

8.5.2 The fuel cost adjustment shall be calculated by the following formula:

$$(1+ [(Fuel Cost Change - CPI Change) x Fuel Percentage]) x Old Rate = New Rate$$

The terms used in the preceding formula shall have the following meanings:

"Fuel Cost Change" means, for No. 2 diesel fuel, the average price for California No. 2 diesel fuel for the twelve (12) month period immediately preceding the submission of a proposal and report by the Contractor divided by such average price for the immediately preceding 12 month period average price for the calendar year preceding the most recent calendar year. The price used to compute the Fuel Cost Change shall be the price reported by the United States Department of Energy, Energy Information Administration. In the event that price is no longer reported, the parties will designate a new methodology for determining the price based on comparable data. For fuels other than No. 2 diesel, the Contractor shall calculate the change in fuel cost using the same time periods and a reasonably comparable fuel price index.

"CPI Change" means the average Consumer Price Index, All Urban Consumers, West-C for the most recently completed calendar year divided by such average price for the calendar year preceding the most recent calendar year.

"Fuel Percentage" means the CONTRACTOR's total cost for diesel fuel (or such other fuel as is employed by CONTRACTOR) incurred during the most recent calendar year divided by CONTRACTOR's total operating revenue for such calendar year, in both cases calculated for CONTRACTOR's operations district that includes the CITY.

"Old Rate" means each of the rates on Exhibit B, as they may have been previously adjusted or amended.

"New Rate" means the new rate calculated pursuant to the preceding formula that will replace the Old Rate.

8.5.3 This rate adjustment for fuel costs shall be in addition to, and not in lieu of, any other rate increase to which CONTRACTOR may be entitled under this Agreement. Under no circumstances may an adjustment for fuel costs reduce a rate below the base rates as specified in Exhibit C, as increased for changes pursuant to this Section 8. Adjustments for fuel costs shall only be made to increase or reduce (but not below zero) prior adjustments for fuel costs. In addition to the preceding limitations on fuel cost adjustments, the percentage increase or decrease in the New Rate from the Old Rate in any single adjustment for fuel costs shall not exceed 2%.

**8.6 Uncontrollable Circumstances Adjustment.** In addition to the above, at any time during the term of this Agreement, CONTRACTOR may request in writing to the CITY Manager a rate increase in an amount sufficient to compensate CONTRACTOR for increases in costs that are beyond the control of CONTRACTOR. Such changes would include, but not be limited to, changes in federal, state or local laws regulating the work performed by CONTRACTOR (including without limitation changes in law regarding air quality, waste handling and hazardous waste issues with respect to street sweeping), changes in the tipping fees, processing fees or handling fees charged to CONTRACTOR for the disposal of Refuse, or recycling or handling of Green Waste and Recyclable Materials and percentage increases in subcontractor charges for street sweeping that exceed the percentage increase from the annual rate adjustment. The CITY Manager shall promptly schedule any request for a rate increase on the next CITY Council agenda at which action can be taken in accordance with all applicable laws and regulations. Any proposed rate increase shall be conditioned upon CITY Council approval, which shall not be unreasonably withheld. Any such rate increase, if approved, would take effect within three (3) months after CONTRACTOR's written request for such increase.

## 2011 Rates in Surrounding Areas

	Residential Curbside Trash				Yardwaste Curbside	Recycling Curbside	White Goods Curbside	Street Sweeping
	Senior	32 Gal	64 gal	96 gal	96 gal	64 or 96 gal		
Shasta County	\$8.35	N/A	\$21.26	\$24.60	N/A	Included in trash price	N/A	N/A
City of Anderson	\$6.28	N/A	\$16.45	\$17.68	Included in trash price	Included in trash price	N/A	Extra Charge
City of Shasta Lake	\$10.35	N/A	\$16.87	\$18.12	Included in trash price	Included in trash price	N/A	N/A
City of Chico	N/A	\$11.80	\$18.88	\$23.81	\$3.89 to \$5.60 based on lot size	Included in trash price	N/A	Extra Charge
Chico Outskirts	N/A	\$11.00	\$17.45	\$21.90	Limited-County sphere areas near City	Included in trash price	N/A	Extra Charge
City of Gridley	N/A	\$21.80	\$32.70	\$43.60	Included in trash price	Included in trash price	N/A	N/A
City of Orland	\$12.21	N/A	\$16.96	\$24.19	\$4.37	Included in trash price	N/A	N/A
City of Willows	\$12.21	N/A	\$16.96	\$24.19	\$4.37	Included in trash price	N/A	N/A
Glenn County	\$13.79	N/A	\$24.03	\$33.59	N/A	Included in trash price	N/A	N/A
City of Red Bluff	\$9.52	\$12.70	\$18.30	\$21.08	Owner provided can in rate – cart extra \$4.23	Included in trash price	N/A	N/A
Tehama County	N/A	\$12.75	\$18.31	\$22.46	\$5.76	Basket in rate – cart extra \$5.76	Included in trash price	N/A
County of Colusa	N/A	\$15.75	N/A	\$28.08	N/A	N/A	Included in trash price	N/A
City of Corning	\$10.38	N/A	N/A	\$20.76	Included in trash price	Included in trash price	N/A	Quarterly

#1 Tehama County, Red Bluff, Anderson and Corning provide every other week services for recycle and yard waste

#2 Chico and Gridley provide weekly collection of recycle and yard waste

**CITY OF CORNING  
RATE SCHEDULE  
2012 CPI AND FUEL**

**RESIDENTIAL RATES**

	3.76%	1.47%	
	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>Fuel Adjustment</u> <u>New Rate</u>
Roller Carts (96-Gallon)	\$ 19.73	\$ 0.74	\$ 20.76
Senior Citizen Roller Cart (32-Gallon)	\$ 9.87		\$ 10.38 ***

**COMMERCIAL RATES - TRASH**

<u>Container Size</u>	<u>Frequency</u>	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>Fuel Adjustment</u>	<u>New Rate</u>
1 96-Gallon Roller Cart	1X Week	\$ 19.73	\$ 0.74	\$ 0.29	\$ 20.76
1 Yard	1X Week	\$ 63.53	\$ 2.39	\$ 0.94	\$ 66.86
1 Yard	Extra Pickup	\$ 13.89	\$ 0.52	\$ 0.20	\$ 14.61
1.5 Yard	1X Week	\$ 88.73	\$ 3.34	\$ 1.31	\$ 93.38
1.5 Yard	2X Week	\$ 162.17	\$ 6.10	\$ 2.39	\$ 170.66
1.5 Yard	Extra Pickup	\$ 19.41	\$ 0.73	\$ 0.29	\$ 20.43
2 Yard	1X Week	\$ 114.05	\$ 4.29	\$ 1.68	\$ 120.02
2 Yard	2X Week	\$ 224.41	\$ 8.44	\$ 3.31	\$ 236.16
2 Yard	3X Week	\$ 285.68	\$ 10.74	\$ 4.21	\$ 300.63
2 Yard	Extra Pickup	\$ 24.94	\$ 0.94	\$ 0.37	\$ 26.25
3 Yard	1X Week	\$ 162.17	\$ 6.10	\$ 2.39	\$ 170.66
3 Yard	2X Week	\$ 289.70	\$ 10.89	\$ 4.27	\$ 304.86
3 Yard	3X Week	\$ 374.25	\$ 14.07	\$ 5.52	\$ 393.84
3 Yard	Extra Pickup	\$ 35.48	\$ 1.33	\$ 0.52	\$ 37.33
4 Yard	1X Week	\$ 212.72	\$ 8.00	\$ 3.14	\$ 223.86
4 Yard	2X Week	\$ 362.36	\$ 13.62	\$ 5.34	\$ 381.32
4 Yard	3X Week	\$ 489.15	\$ 18.39	\$ 7.21	\$ 514.75
4 Yard	4X Week	\$ 662.95	\$ 24.92	\$ 9.77	\$ 697.64
4 Yard	Extra Pickup	\$ 46.54	\$ 1.75	\$ 0.69	\$ 48.98
6 Yard	1X Week	\$ 289.70	\$ 10.89	\$ 4.27	\$ 304.86
6 Yard	2X Week	\$ 489.17	\$ 18.39	\$ 7.21	\$ 514.77
6 Yard	3X Week	\$ 688.50	\$ 25.88	\$ 10.15	\$ 724.53
6 Yard	4X Week	\$ 866.52	\$ 32.57	\$ 12.78	\$ 911.87
6 Yard	Extra Pickup	\$ 63.39	\$ 2.38	\$ 0.93	\$ 66.70

**BIN RATES**

	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>Fuel Adjustment</u>	<u>New Rate</u>
<b>4 Yard "BIN-A-DAY" 3 Day Rental</b>	\$ 89.45	\$ 3.36	\$ 1.32	\$ 94.13
<b>Basic rate for Temporary Drop Box Service</b>				
20 Yard	\$ 424.07	\$ 15.94	\$ 6.25	\$ 446.26
30 Yard	\$ 472.17	\$ 17.75	\$ 6.96	\$ 496.88

\*\*\* Seniors get a 50% discount from the base rate.



**CORNING DISPOSAL**  
3281 HIGHWAY 99 W  
CORNING, CA 96021

November 1, 2011

Steven J. Kimbrough  
City Manager  
City of Corning  
994 3<sup>rd</sup> Street  
Corning, CA 96021

Dear Mr. Kimbrough,

In accordance with the franchise agreement between the City of Corning and Corning Disposal, Section 8.4 (Annual Rate Adjustment), and Section 8.5 (Fuel Cost Adjustment), we are requesting approval of the attached new rates to be effective April 1, 2011.

The CPI rate adjustment has been calculated using the All Urban Consumers, West-C index "for the 12-month period ending on the prior September 30" and resulted in a 3.76% increase. The franchise contract fuel index for the same period rose 1.47%. The combined CPI and fuel increases total 5.23%.

Attached are the supporting schedules for this rate adjustment.

If you have any questions, please let me know.

Sincerely,

Matt Fryer  
District Manager

Enclosures

**CITY OF CORNING  
CPI CALCULATION**

Current CPI	Sep-11	138.564
Prior Year CPI	Sep-10	133.544
Change		5.02
% Change		3.76%

**Consumer Price Index - All Urban Consumers  
Original Data Value**

Series Id: CUURX400SA0,CUUSX400SA0

Not Seasonally Adjusted

Area: West - Size Class B/C

Item: All items

Base Period: DECEMBER 1996=100

**Download:**

 .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	109.8	110.1	110.7	110.6	111.1	111.2	111.4	111.2	111.7	112.1	112	111.6	111.1	110.6	111.7
2002	111.9	112.4	112.8	113.7	112.5	112.2	112.5	113	113.1	113.3	113.1	113.1	112.8	112.6	113
2003	113.8	114.5	115.4	114.9	114.7	114.4	115.1	115.5	115.6	115.5	114.9	115.2	115	114.6	115.3
2004	116	117	117.9	117.8	118.2	117.9	117.9	118.1	118.4	119.2	119.3	119	118.1	117.5	118.7
2005	119.5	119.6	120.4	121.4	121.3	121.1	121.3	122	123.1	123.6	122.8	121.8	121.5	120.6	122.4
2006	122.9	123.7	124.2	124.9	125.7	125.6	125.6	126.2	125.9	125.5	125.1	125	125	124.5	125.6
2007	126.244	126.805	127.848	128.843	129.129	129.262	129.067	128.939	129.064	129.866	130.581	130.481	128.844	128.022	129.666
2008	131.328	131.538	132.896	133.694	134.023	135.283	136.021	135.207	134.834	133.795	131.44	129.725	133.315	133.127	133.504
2009	130.682	131.636	131.775	131.912	131.99	132.952	132.774	132.756	133.128	133.618	133.335	133.132	132.474	131.825	133.124
2010	133.366	133.513	133.863	134.133	133.889	133.635	133.685	133.704	133.544	133.745	133.93	134.328	133.778	133.733	133.823
2011	134.917	135.826	137.2	138.174	138.598	138.269	138.128	138.171	138.564					137.164	

**CITY OF CORNING  
FUEL COST ADJUSTMENT CALCULATION**

<u>Adjustment Calculation:</u>	
Diesel % Change	27.16%
CPI % Change	3.76%
Net % Change	23.40%
Fuel as a % of Operating Revenue	6.30%
Adjustment Factor	1.47%

Information for Basis of Calculation:

Diesel (cents per gallon)	
Oct-10 - Sep-11	3.89
Oct-09 - Sep-10	3.06
Change	0.83
% Change	27.16%

CPI	
Sep-11	138.564
Sep-10	133.544
Change	5.02
% Change	3.76%

<u>Entire BU</u>	
Fuel Cost	\$ 310,827
Operating Revenue	\$ 4,933,171
Fuel as a % of Revenue	6.30%

[Back to Contents](#) Data 2: M Diesel Prices - All Types

Date	U.S. No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	East Coast No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	New England (PADD 1A) No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	Lower Atlantic (PADD 1C) No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	Midwest No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	Gulf Coast No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	Rocky Mountain No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	West Coast No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)	California No 2 Diesel Retail Sales by All Sellers (Dollars per Gallon)
Oct-2008	3.576	3.647	3.808	3.729	3.597	3.548	3.537	3.628	3.534	3.568
Nov-2008	2.876	2.998	3.208	3.142	2.917	2.824	2.818	2.897	2.835	2.832
Dec-2008	2.449	2.559	2.774	2.672	2.49	2.43	2.394	2.379	2.365	2.345
Jan-2009	2.292	2.374	2.606	2.504	2.297	2.264	2.225	2.236	2.321	2.297
Feb-2009	2.195	2.268	2.558	2.431	2.171	2.146	2.138	2.195	2.279	2.26
Mar-2009	2.092	2.163	2.427	2.314	2.074	2.039	2.057	2.056	2.166	2.139
Apr-2009	2.22	2.264	2.412	2.397	2.194	2.165	2.192	2.252	2.322	2.336
May-2009	2.227	2.266	2.397	2.389	2.201	2.17	2.201	2.277	2.34	2.354
Jun-2009	2.529	2.55	2.598	2.646	2.505	2.501	2.498	2.51	2.63	2.697
Jul-2009	2.54	2.558	2.623	2.663	2.507	2.512	2.494	2.592	2.64	2.734
Aug-2009	2.634	2.663	2.712	2.751	2.621	2.606	2.588	2.621	2.735	2.85
Sep-2009	2.626	2.637	2.715	2.744	2.583	2.605	2.549	2.675	2.777	2.837
Oct-2009	2.672	2.683	2.743	2.794	2.63	2.656	2.608	2.694	2.795	2.856
Nov-2009	2.792	2.812	2.87	2.917	2.761	2.769	2.738	2.819	2.9	2.962
Dec-2009	2.745	2.763	2.865	2.866	2.709	2.719	2.699	2.764	2.851	2.913
Jan-2010	2.845	2.889	3.031	2.992	2.832	2.81	2.807	2.801	2.935	2.997
Feb-2010	2.785	2.834	3.008	2.93	2.777	2.739	2.746	2.796	2.875	2.938
Mar-2010	2.915	2.944	3.022	3.052	2.891	2.885	2.878	2.917	3.004	3.058
Apr-2010	3.059	3.068	3.087	3.174	3.02	3.033	3.018	3.093	3.179	3.206
May-2010	3.069	3.083	3.121	3.2	3.03	3.038	3.025	3.132	3.179	3.205
Jun-2010	2.948	2.968	3.036	3.084	2.912	2.916	2.894	2.986	3.076	3.102
Jul-2010	2.911	2.927	3.02	3.027	2.875	2.878	2.864	2.916	3.059	3.124
Aug-2010	2.959	2.959	3.013	3.044	2.918	2.931	2.914	2.995	3.108	3.164
Sep-2010	2.946	2.938	2.996	3.025	2.895	2.923	2.884	3.026	3.112	3.144

2.604

3.056

RECEIVED

JAN 18 2012 *LM*

CORNING CITY CLERK

City Clerk  
794 Third St.  
Corning, Ca.  
96021

Janet Zunter  
1279 Peach St.  
Corning, Ca. 96021  
Parce 073-240-12-1

Objection to the rate increase of 5.23%: An increase in fuel is needed but not at 5.23% per property owner. The water and sewer will increase another 3%, bringing our city bill increase to 8.23% per month. PG&E has increased 3% in 2012 bringing our monthly income down by 11.23%. Very few in this town can afford it. According to the 2010 U.S. census, income of \$25,000 is poverty level. \$22,000 is below poverty level which is 49% of the population in America. In Corning its more then half of the population. I received a 5.12% raise in my Social Security. With the rising cost of living and the city increase, my monthly income will be less then it was before I got the raise. If you are lucky enough to have a job, you may or may not have gotten a raise, and if you did it probably wasn't more then 2%.

Bell Carter & Rolling Hills are two of our major employers who have done extreme cut backs, as have many other big companies Both places reduced wage increases, eliminated employee bonus, combined departments thus eliminating management and supervisor positions and lead people, along with employees. Bell Carter also forced retirement and hired back at a lower rate of pay. Many industries are hiring through employment agencies so they don't have to pay benefits and they can hire at a lower rate of pay.

According to U.S. reports, one out of every three home owners, owe more then the value of their homes. My mortgage rate has gone down to 3.11% but my home is only worth a fraction of what it was when I first bought it. Property taxes continue to grow as my home decreases in value. I can not sell. I am in the same boat as many in Corning. Like so many in this town, all I can do is walk away from it. You would be hard pressed to find a street in Corning that doesn't have a vacant house, boarded up home, or a for sale sign.

Please reconsider raising the rates in these hard times.

Sincerely, Janet Zunter

RECEIVED

JAN 18 2012 LMC

CORNING CITY CLERK

City Clerk  
794 Third St.  
Corning, Ca.  
96021

Gary Rhodes  
250 Marty Court  
Corning, Ca. 96021  
Parce 073-240-12-1

I objection to the rate increase of 5.23%.

The city of Orland charges \$48.95 every 2 months for water and sewer. They have **not** raised their water rate since 2009. Their water allotment is 15,000 every 2 months. It cost Corning residents more then \$90 every 2 months. Corning residents only get 4,000 gallons as a-posed to Orlands 7,500 a month. We pay more and get less. With 4,000 gallons a month a single family needs to count how many times you flues the toilet and forget about trying to grow a garden. Of course Orland only has a population of 7,500 so you might say they can charge less because they have fewer residents. I don't know what Chico charges for their trash or water but I do know that they only pay \$20 a month for sewer and we pay over \$30 a month. Maybe someone on city counsel, who cares about Corning people, can find out how smaller towns and larger towns can charge less for this service.

Sincerely

*Gary Rhodes*

1  
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12

You know, the prices keep creeping  
up and this gets a bit annoying.  
The garbage service was included  
in the bill to keep the prices down.  
Red Bluff's service is less \$ and  
they bill independently. Please  
consider changing back. It's unfair  
to Corning Residents.

J. Smith

2028 North St.

RECEIVED

JAN 09 2012

CITY OF CORNING

ITEM NO. : J-10  
ROTARY CLUB DONATION FOR ACCESSIBLE  
DRINKING FOUNTAINS IN PARKS AND  
AUTHORIZATION TO INSTALL SMALL  
PLAQUES ACKNOWLEDGING THE DONATION

JANUARY 24, 2012

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA

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



**SUMMARY:**

The Corning Rotary has graciously offered to fund the purchase of two accessible drinking fountains. Please see the attached email from Tony Cardenas. The club requests that the City authorize the installation of small plaques acknowledging the donation that totals \$3,124.32.

**BACKGROUND:**

The Fiscal Year 2011-2012 budget included \$12,000.00 for "accessible" drinking fountains to be placed in the various City Parks.

Assistant Public Works Director Patrick Walker researched and found accessible "two level" drinking fountains available from three different sources. See the attached spec. sheet for a photo of the fountains. He requested and received price quotes for seven such fountains. The low bid was submitted by Grainger, with a unit cost of \$1,456.56. Note that's a substantial savings from the catalog price of \$2,372.00 each. We ordered the seven fountains. The overall cost of the fountains, with sales tax is \$10,935.13. So, the unit cost is \$1,562.16.

After ordering the fountains, Tony Cardenas contacted John about a Rotary Club donation for fountains. They've offered to pay for two of those fountains, for a total donation of \$3,124.32.

**RECOMMENDATION:**

That the City Council;

- Thank the Corning Rotary Club for their donation of \$3,124.32, to fund the purchase of two accessible drinking fountains, and,
- Allow the installation of small engraved plaques acknowledging the Rotary Club donation onto accessible fountains at two park locations as requested by the Rotary Club.



Sign In | New Customer? Register Now | Help

Catalog | Find a Branch | Cart Contains: (0) Items

PRODUCTS RESOURCES SERVICES WORLDWIDE REPAIR PARTS

Enter keyword or part number

## HALSEY TAYLOR Drinking Fountain, Pedestal Two Level

Plumbing > Sinks and Fountains > Drinking Fountains

Drinking Fountain, Pedestal Two Level, Evergreen Color, Height 38 1/2 In, Width 11 In, Depth 26 In, Outdoor Mounting Location, Inlet 3/8 Inches Outer Diameter Tubing Connection, Connection Drain 1 1/4 In, Maintains Constant Stream Height at Line Pressures of 20 to 105 PSI, ADA Compliant, Standards Requirements of ADA, UL, ANSI/NSF61, Section 9

Grainger Item # 4XR76  
 Price (ea.) **\$2,372.00**  
 Brand HALSEY TAYLOR  
 Mfr. Model # 4720  
 Ship Qty.  1  
 Sell Qty. (Will-Call)  1  
 Ship Weight (lbs.) 98.0  
 Availability **Ready to Ship**  
 Catalog Page No. 3942  
 Country of Origin USA  
 (Country of Origin is subject to change.)



Qty:

Add Grainger TripleGuard® repair & replacement coverage  for \$299.00 each.

Price shown may not reflect your price. [Sign in or register](#)

When can I get it? Use your ZIP code to estimate availability.

Qty:  ZIP code:

Tech Specs	Additional Information	Compliance & Restrictions	MSDS	Required Accessories	Optional Accessories	Alternate Products	Repair Parts
Item Type	Drinking Fountain	Bi-Level					
Color	Evergreen						
Height (In.)	38-1/2						
Width (In.)	11						
Depth (In.)	26						
Mounting Location	Outdoor						
Connection	Inlet 3/8" Outer Dia. Tubing						
Connection Drain (In.)	1-1/4						
Regulator	Maintains Constant Stream Height at Line Pressures of 20 to 105 PSI						
ADA Compliant	Yes						
Standards	Requirements of ADA, UL, ANSI/NSF61, Section 9						
Compliance	Certified For Use In Potable Water Applications in CA and VT						
Mounting Type	Pedestal Mount						
Operation	Push Button						

### Customers Also Viewed



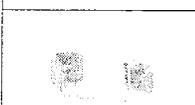
Lamp, F32t8/Sp41/Eco  
 Brand: GE LIGHTING  
 Grainger Item #: 4PL16  
 Price: \$4.23  
 Qty



Water Cooler, Vandal Resistant, SS  
 Brand: ELKAY  
 Grainger Item #: 2KLE9  
 Price: \$1,311.00  
 Qty



Electronic Ballast Kit, 1-2 26W 4-pin CFL  
 Brand: PHILIPS ADVANCE  
 Grainger Item #: 4ZZ35  
 Price: \$44.30  
 Qty



Emergency Lighting Fixture, Watts 5.4  
 Brand: LITHONIA  
 Grainger Item #: 2XLE3  
 Price: \$40.80  
 Qty

### Customers Also Purchased 1 of 5

Brand: AQUA-PURE	Brand: ELKAY	Brand: LITHONIA	Brand: HALSEY TAYLOR	Brand: HALSEY TAYLOR
Grainger Item #: 3P782	Grainger Item #: 1PX55	Grainger Item #: 4PH08	Grainger Item #: 5W414	Grainger Item #: 4XR84
Price: \$26.10	Price: \$1,087.00	Price: \$58.60	Price: \$216.50	Price: \$860.50
Qty <input type="text"/> <input type="button" value="Add to Order"/>	Qty <input type="text"/> <input type="button" value="Add to Order"/>	Qty <input type="text"/> <input type="button" value="Add to Order"/>	Qty <input type="text"/> <input type="button" value="Add to Order"/>	Qty <input type="text"/> <input type="button" value="Add to Order"/>

Other Popular Terms for this Product			
• Water Coolers (107)	• Drinking Fountains (77)	• Water Fountains (77)	• Drinking Water Coolers (76)
• Bubblers (66)	• ADA-Compliant Drinking Fountains (42)	• ADA-Compliant Water Coolers (38)	• Freestanding Drinking Fountains (21)
• Vandal-Resistant Water Coolers (8)	• Outdoor Drinking Fountains (5)		

[Return To Top](#)

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES INVOICES AND SHIPPING PAPERS

610020002

(NOT VALID WITHOUT NUMBER)



CITY OF CORNING

CITY HALL

794 THIRD STREET • CORNING, CALIFORNIA 96021  
TELEPHONE (530) 824-7028 • FAX (530) 824-2489

Page : 001  
P.O. DATE : 01/06/12

LORI 01/06/12 02:12

GRAINGER, W.W., INC  
DEPT 837242866  
PALATINE IL 60038 0001  
Attn.: DARRIN  
Phone: (530)246-9112  
<Vendor Id.: GRA02>

CITY OF CORNING  
794 THIRD STREET  
CORNING, CA 96021  
P

Attn.: JOHN BREWER  
Phone: (530)824-7020

Ship Via.:  
Req'd By.: / /

F.O.B....:  
Terms....: NET 30 FROM INVOICE

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
0001	7 - DRINKING FOUNTAIN, PEDESTAL TWO LEVEL (\$1456.56 EACH)		10195.92
	Acct: 341 9170 6100	10195.92	
0002	SALES TAX		739.21
	Acct: 341 9170 6100	739.21	

APPROVED  
*[Signature]*  
Steve Kimbrough, City Mgr.

ACCOUNT CODE

PAGE TOTAL 10935.13  
P.O. TOTAL \$ 10935.13

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SHOWN ON THE FACE HEREOF. NO. CHANGES MAY BE MADE WITHOUT THE WRITTEN CONSENT OF THE PURCHASER.

VENDOR

**John Brewer**

---

**From:** Tony Cardenas [tcardenas@corningpd.org]  
**Sent:** Thursday, January 05, 2012 10:25 PM  
**To:** jbrewer@corning.org  
**Subject:** Rotary Drinking Fountains

John,

Corning Rotary has agreed to fund two drinking fountains, one at Northside Park and one at Clark Park, at a cost of \$1,562.00 each.

We also wanted to know if there was a way to mount a plaque on each fountain, showing it as a donation from Corning Rotary, which we would pay for?

Thanks.

Tony

**ITEM NO.: J-11  
ORDINANCE NO. 650, AN ORDINANCE TO  
OFFICIALLY DISBAND THE CORNING  
REDEVELOPMENT AGENCY AND REPEAL  
CHAPTERS 2.56 AND 2.60 OF THE CORNING  
MUNICIPAL CODE. (Introduction & 1<sup>st</sup> Reading)**

**JANUARY 24, 2012**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

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



**SUMMARY:**

In 1985 the City of Corning adopted Ordinance No. 437 creating the Corning Redevelopment Agency. Later the City Council decided not to move forward with a redevelopment program and a project area was never adopted. The Corning Redevelopment Agency has been listed as dormant during the ensuing years.

On December 29, 2011, the California Supreme Court upheld AB 26x1, which dissolves all of the Redevelopment Agencies in California.

This Ordinance implements the State Law upheld by the Supreme Court and dissolves the Corning Redevelopment Agency. Because there is no project area or outstanding debt, the City does not need to create a successor agency.

Following the adoption of the Redevelopment Agency, the City Council created the "Economic Development Commission" to assist in the redevelopment effort. In 1994, the City Council recognized that the Commission's responsibilities overlap many of the responsibilities of the Planning Commission and City Council. The City Council then disbanded the Commission but did not remove Chapter 2.60 from the City of Corning Municipal Codes.

Staff is now also recommending that Chapter 2.60, Economic Development Commission also be rescinded from the City Code.

**RECOMMENDATION:**

**MAYOR AND COUNCIL INTRODUCE AND CONDUCT THE FIRST READING OF  
ORDINANCE NO. 650, AN ORDINANCE TO OFFICIALLY DISBAND THE CORNING  
REDEVELOPMENT AGENCY AND REPEAL CHAPTERS 2.56 AND 2.60 OF THE  
CORNING MUNICIPAL CODE.**

**ORDINANCE NO. 650**

**AN ORDINANCE OF THE CITY OF COUNCIL  
OF THE CITY OF CORNING  
DISBANDING THE CORNING REDEVELOPMENT AGENCY  
AND  
REPEALING CHAPTERS 2.56 AND 2.60 OF THE CORNING MUNICIPAL CODE**

The City Council of the City of Corning, in conformance with State Law on January 24, 2012 does hereby ordain as follows:

**PURPOSE:**

The purpose of this Ordinance is to repeal Ordinance 437 and remove Chapter 2.56 – Redevelopment Agency, Sections 1-3 from the Corning Municipal Code. This action is being taken in accordance with California State Law AB 26x1 that was recently upheld by the California Supreme Court on December 29, 2011.

This Ordinance will also repeal Ordinance 448, removing the entire Chapter 2.60 – Economic Development Commission from the Corning Municipal Code. This Commission was determined to be obsolete and disbanded in by the City Council in 1994.

**REPEAL: City of Corning Municipal Code Chapter 2.56 – Redevelopment Agency (all Sections as listed below):**

**Section 2.56.010: Declaration of Necessity.** The City Council hereby declares that there is need for a Redevelopment Agency to function in the City of Corning. (Ord. 437 §1, 1985);

**Section 2.56.020: City Council Powers.** The City Council declares itself to be the Redevelopment Agency. Based upon the reports and other information presented to the City Council, the City Council finds that such action will serve the public interest and promote the public safety in an effective manner. (Ord. 437 §2, 1985);

**Section 2.56.030: Filing of Document with State.** The City Clerk is authorized and directed to cause a certified copy of the Ordinance codified in this Chapter to be filed in the office of the Secretary of State. (Ord. 437 §3, 1985).

**REPEAL: City of Corning Municipal Code Chapter 2.60 – Economic Development Commission (all Sections as listed below):**

**Section 2.60.010: Established.** An Economic Development Commission is established for the City of Corning, such Commission to be known as the Corning Economic Development Commission. (Ord. 448 (part), 1986);

**Section 2.60.020: Members –Appointment.** The Economic Development Commission shall consist of five members. The City Manager and City Councilmember who is the Economic Development Commissioner shall interview potential candidates for the Economic Development Commission. Following said interview, the City Manager and the Economic Development Commissioner shall make recommendations to the City Council. The members of the Economic Development Commission shall be appointed by not less than a majority of the members of the City Council present at a regular, adjourned, or special meeting of the City Council. (Ord. 448 (part), 1986).

**Section 2.60.030: Term of Office.** The term of office of the members of the Economic Development Commission shall be four years. The initial members of the Commission shall, by lot, select two members to serve a term of two years, and three members to serve a term of four years, and thereafter all terms shall be four years. Commissioners shall serve for their term and until the appointment of their successors in office. Excepting for the first Commission, which shall assume office immediately upon appointment, the terms of office of the commission members shall commence on July 1<sup>st</sup> of the year of their appointment. (Ord. 448 (part), 1986).

**Section 2.60.040: Purpose—Rules of Procedure.** Members of the Economic Development Commission shall serve in a review and advisory capacity to the City Council of the City of Corning. The purpose of this Commission is to facilitate, act upon and develop strategies and tactics to retain business and to express a commitment to growth within the area of the City of Corning. Rules of procedure to be followed by the Commission shall be adopted by it and submitted to the City Council for approval by Resolution. Any changes in the rules of procedure of the Commission shall likewise be approved by the City Council by Resolution. (Ord. 448 (part), 1986).

**Section 2.60.050: Removal from Office.** Members of the Economic Development Commission may be removed from their position by the City Council, upon the affirmative vote of not less than four members of the Council. They be bound by the Brown Act and the Commissioners be required to file a 730 Conflict of Interest form with the City Clerk. (Ord. 448 (part), 1986).

**Section 2.60.060: Compensation—Reimbursement for Expenses.** Members of the Corning Economic Development Commission shall serve without compensation. Necessary expenses incurred by them may be paid by the City of Corning, provided that the approval of such expenses shall be obtained from the City Council prior to the time that such obligations are actually incurred. (Ord. 448 (part), 1986).

**EFFECTIVE DATE AND PUBLICATION:**

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on **January 24, 2012** and adopted at a regular meeting of the City Council of the City of Corning held on **February 14, 2012** by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

It shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the Councilpersons voting for and against the same, in a newspaper of general circulation in the County of Tehama.

\_\_\_\_\_  
**Gary R. Strack, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

**Published:**

ITEM NO: J-12  
RESOLUTION 01-24-2012-01 CREATING A  
NO PARKING ZONE LOCATED ON THE  
SOUTH SIDE OF THE 2100 BLOCK OF  
SOLANO STREET.

JANUARY 24, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

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

*Steve*  
*JB*

**SUMMARY:**

Staff recommends the City Council adopt attached resolution 01-24-2012-01 implementing a No Parking Zone along the south side of the 2100 block of Solano Street; the frontage of the Super 8 Motel and the soon to be constructed Auto Zone auto parts store.

See the drawing attached to the resolution. If adopted, this would extend the current No Parking Zone affecting the south side of Solano Street from the corner of Edith Avenue an additional 230 feet east.

**BACKGROUND:**

Auto Zone auto parts store is soon to commence constructing at 2123 Solano Street, between the Super 8 Motel and the Corning Chevrolet lot. The new store will provide sufficient off-street parking to accommodate their customers, as well as deliveries.

From time to time, large trucks park along this segment of Solano Street. The parked trucks limit visibility of motorists who are exiting nearby driveways, creating unsafe conditions. That new AutoZone driveway will only add to that condition. For that reason staff recommends what amounts to an easterly extension of the No Parking Zone that currently exists along the "Taco Bell" and "Liquor Cabinet" frontages to the west. See the diagram that's attached to the resolution.

Representatives of AutoZone concur with this recommendation. We also sought concurrence of the Super 8 owner in a letter we mailed on December 20, 2011 (copy attached), but have received no response.

Corning Municipal Code, Section 10.12.005 provides authority for the City Council, through Resolution, to designate locations for no parking on public streets.

**RECOMMENDATION:**

- **MAYOR AND COUNCIL ADOPT RESOLUTION NO. 01-24-2012-01 CREATING A NO PARKING ZONE LOCATED ON THE SOUTH SIDE OF THE 2100 BLOCK OF SOLANO STREET.**

**RESOLUTION 01-24-2012-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
DESIGNATING A NO PARKING ZONE LOCATED ON THE SOUTH SIDE OF THE 2100  
BLOCK OF SOLANO STREET**

WHEREAS, the California Vehicle Code allows municipalities to designate certain locations on public streets within the City as No Parking Zones, and

WHEREAS, the City of Corning Is authorized by Municipal Code Section 10.12.005 (Ordinance 564) to designate No Parking Zones by Resolution.

---

NOW THEREFORE BE IT RESOLVED, that the following location is no longer a Designated Parking Area, and

BE IT FURTHER RESOLVED, that the following location is hereby designated a "No Parking Zone" pursuant to the authority set forth in California Vehicle Code, Section 22507 and in the above referenced Ordinance of the City of Corning:

This No Parking Zone will begin on the south side of Solano Street beginning 270 feet easterly of Edith Avenue and extending approximately 230 feet east.

The foregoing Resolution was considered by the City Council at a regular meeting of the City Council of the City of Corning on the 24th day of January 2012 and upon a motion duly made and seconded was passed and adopted by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Gary R. Strack, Mayor**

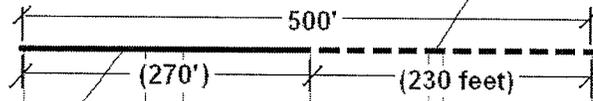
**ATTEST:**

---

**Lisa M. Linnet, City Clerk**

EDITH AVE.

Proposed No-Parking Zone



SOLANO STREET

Existing No-Parking Zone

SUPER & MOTEL

AUTO-ZONE SITE

AUTO DEALERSHIP

HWY. 99-W

**RESOLUTION NO. 01-24-2012-01**  
**EXTENDING NO PARKING ZONE**  
**ON SOUTH SIDE OF SOLANO STREET.**  
**EAST OF HWY. 99-W**

John Brewer

**From:** John Stoufer [jstoufer@corning.org]  
**Sent:** Monday, December 19, 2011 10:09 AM  
**To:** John Brewer  
**Subject:** FW: Autozone Solano Street Corning Project

2123 Solano St  
7-140-03

John,

Not sure if you got this or not.

**From:** Pecord, Phil [mailto:phil.pecord@autozone.com]  
**Sent:** Monday, December 19, 2011 9:11 AM  
**To:** Bob Eynck; John Stoufer  
**Cc:** Bentley, David; Chastain, Michael  
**Subject:** FW: Autozone Solano Street Corning Project



See the message below. We are OK if you want to prohibit parking on the street.

Phillip Pecord  
AutoZone Store Development  
phone (901) 495-8706  
fax (901) 495-8969



Vehicle Code 22507  
& CMC 10.28.090 A1

**From:** Bentley, David  
**Sent:** Monday, December 19, 2011 11:09 AM  
**To:** Chastain, Michael  
**Cc:** Pecord, Phil  
**Subject:** Re: Autozone Solano Street Corning Project

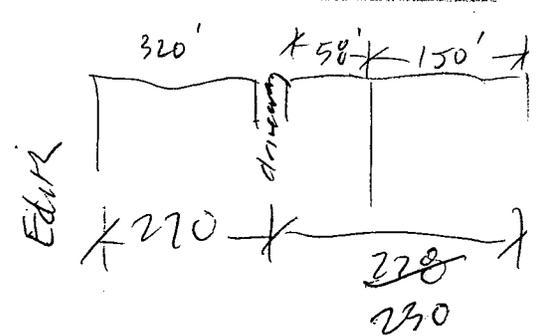
Got it. Thank you.

Phil: tell the City we are good with no on street parking.

**From:** Chastain, Michael  
**Sent:** Monday, December 19, 2011 08:58 AM  
**To:** Bentley, David  
**Cc:** Pecord, Phil  
**Subject:** Re: Autozone Solano Street Corning Project

I encourage the city to enforce no street parking if large trucks are parking here.

No off site parking was discussed in approval.



ORDINANCE NO. 564

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CORNING REGULATING THE STOPPING, PARKING  
OR STANDING OF VEHICLES

The City Council of the City of Corning does ordain as follows:

10.12.005. The City Council may by ordinance or resolution establish and designate various locations on public streets within the City of Corning as locations where the stopping, parking or standing of vehicles is prohibited or otherwise regulated. The curb marking and signing designating such regulations shall conform to requirement set forth in the California Vehicle Code and other provisions of law. [Ref. California Vehicle Code sec. 220507, People vs. Garth (1991 234 C.A. 3d 1797, 186 Cal. Rptr. 451)]

This Ordinance is being adopted as an Urgency Ordinance because of the present need on Edith Avenue.

This ordinance shall be published in the Corning Observer, a newspaper of general circulation in the City of Corning, in the manner provided by section 36933 of the Government Code of the State of California, and shall be effective immediately after its passage.

\* \* \* \* \*

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Corning, held on January 14, 1997 by the following vote:

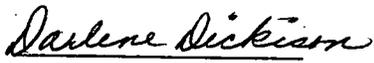
AYES: Strack, Price, Pryatel, Fitzgerald and Roush.

NOES: None.

ABSENT OR NOT VOTING: None.

  
\_\_\_\_\_  
Mayor

ATTEST

  
\_\_\_\_\_  
City Clerk

Publish: January 20, 1997



# City of Corning

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

Jayhina Hospitality Inc.  
c/o Suresh Patel  
2165 Solano Street  
Corning, CA 96021

December 20, 2011

Re: Proposed No Parking Zone

Dear Mr. Patel,

As you may know, the property to the east of your motel is about to be developed as an Auto-Zone retail store. The store plans include a single commercial driveway positioned near the east side of that property, adjacent to the car dealership property.

With the additional vehicle movements at the new retail auto parts store driveway, we are concerned that curbside parking would limit sight distance for motorists exiting both the new auto parts store and your motel. This is particularly an issue when larger vehicles such as trucks or R-V's park along the curb.

In addition to the sight distance matter, larger vehicles often "screen" the adjacent building facades and signage from view by motorists who are potential customers.

For those reasons, we propose to expand the existing No-Parking Zone across your entire Solano Street frontage and that of the adjacent "Autozone property". The Autozone representatives concur with the "No Parking Zone" recommendation. We would prefer to have your support as well. Would you support the No Parking Zone to improve traffic safety and the visibility of your business?

At this time we anticipate presenting the matter for City Council consideration and approval at their January 24<sup>th</sup> meeting. Of course that date can be postponed as need be.

Please contact me regarding your opinion on this matter. I can be reached during regular business hours at City Hall; on the phone at 824-7029 or via email at [jbrewer@corning.org](mailto:jbrewer@corning.org).

Sincerely,



John L. Brewer, AICP  
Public Works Director

BUILDING 824-7027 • PLANNING 824-7036 • CITY MANAGER 824-7034 • CITY CLERK 824-7033 • FINANCE 824-7020

PUBLIC WORKS 824-7025 • POLICE DEPARTMENT 824-7000 • FIRE DEPARTMENT 824-7044

**"THE CITY OF CORNING IS AN AFFIRMATIVE ACTION-EQUAL OPPORTUNITY EMPLOYER"**

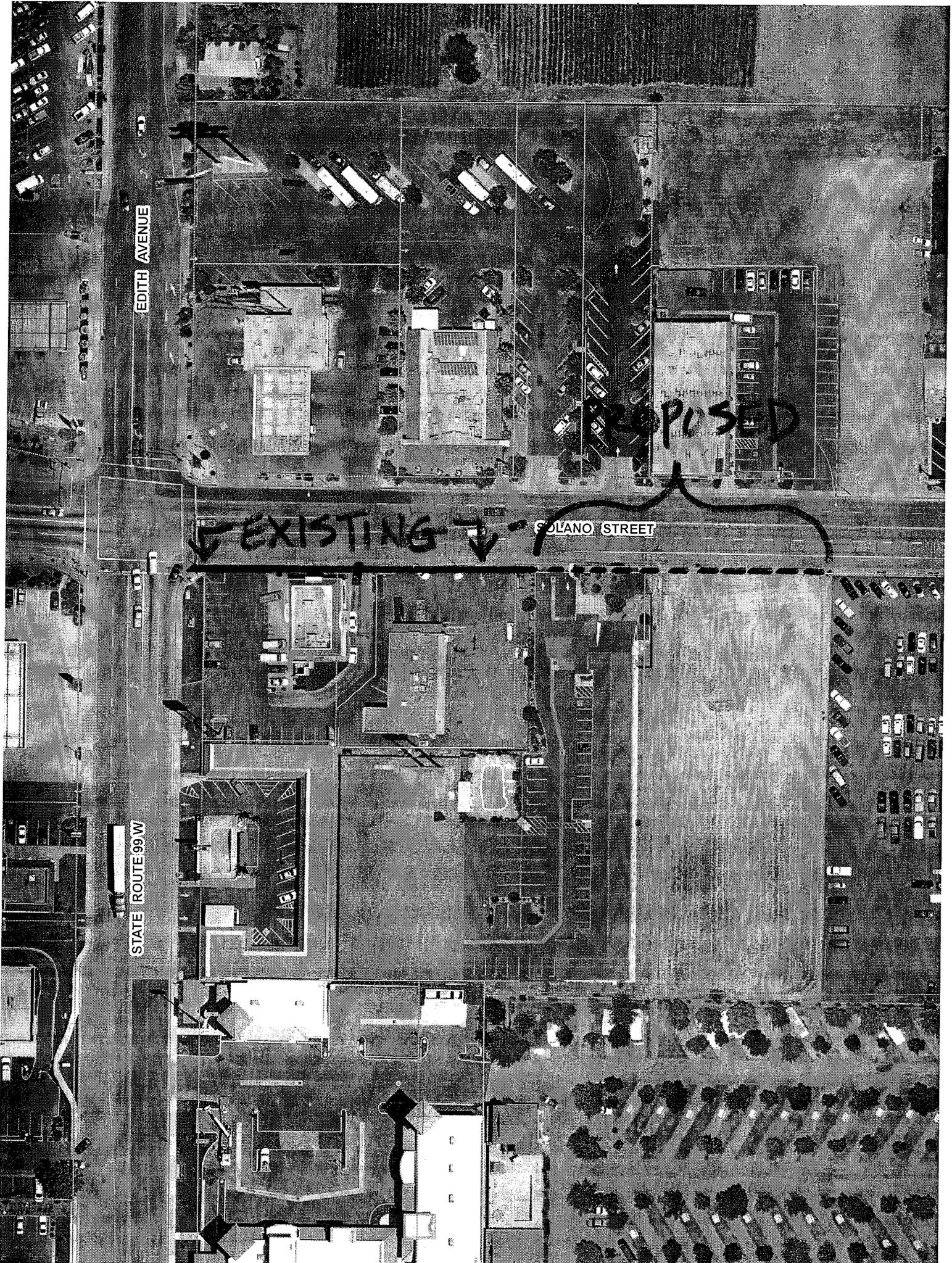
EDITH AVENUE

STATE ROUTE 99 W

SOLANO STREET

EXISTING

PROPOSED



ITEM NO. J-13  
REPORT REGARDING STATUS OF  
BLACKBURN AVENUE CONSTRUCTION  
PROJECT GRANT NO. 10-STBG-6707.

JANUARY 24, 2012

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR  
ED ANDERSON, CITY ENGINEER  
JOHN STOUFER; PLANNING DIRECTOR

*JB* *Steve*

**SUMMARY:**

This report is to update the City Council regarding the status of the Blackburn Avenue Construction Grant.

**BACKGROUND:**

The City was awarded an \$800,000 Community Development Block Grant in late 2010 for the widening of the one-way segment of Blackburn Avenue that lies between Edith Avenue and Woodson School. Approval of the grant is conditional, requiring the construction of 12 "affordable" single family housing units on a portion of the property immediately south of the existing Salado Orchard Apartments.

**PROJECT DESCRIPTION:**

The project includes the acquisition of additional street right of way, the piping of the adjacent Blackburn Moon ditch, and the widening of the street to the City's Minor Arterial street standard. Current street right of way width is 50'. The finished street will have a 78' wide Right of Way, two traffic lanes separated by a landscaped median and concrete sidewalks, curbs and gutters. Some electrical poles and equipment must be relocated on the north side of the street. Because it is a high voltage line, the existing poles and lines on the south side will remain in place.

The project plans have largely been completed by the City Engineer as part of the previous grant.

**PROPERTY ACQUISITIONS:**

Additional right of way from the two adjacent property owners is necessary to accommodate the widened minor arterial street. See the attached drawing (Attachment 1). We need 19 additional feet on the north side and 9 feet on the south side to provide the necessary 78 foot width.

Staff's position relative to the acquisitions has ostensibly been to accommodate the wishes of the adjacent owners to facilitate voluntary conveyances of their properties. Toward that end, our informal correspondence and phone calls have offered the appraised value plus the frontage improvements, connection of utilities, fence installation, etc., that we plan to complete as part of the street construction project.

Staff has corresponded with the two owners and has reached a satisfactory agreement with Mr. Burghardt on the south. See the attached letter (Attachment 2) from him dated September 12, 2011.

However, negotiations with the Gass family Trust on the north side are a bit more complicated. In that case, the agent for the Trust, Mr. Steven Gass, must convince other stakeholders that the conveyance and subsequent street development is desirable. For that reason, Mr. Gass wishes to obtain a more formal "agreement" with the City that he can present to his associates. Public Works Director John Brewer last corresponded with Mr. Gass on October 28, 2011. That letter is attached as Attachment 3. As of this writing we've not heard further from Mr. Gass.

Since then, John has worked with City Engineer Ed Anderson and City Attorney Mike Fitzpatrick to develop an outline for a potential purchase agreement. The matter has also been the subject of several discussions with Planning Director John Stoufer. However, staff has been collectively reluctant to officially pursue that "agreement" course of action due to the impending grant conditions and the prospective legal obligations that such an agreement might initiate. Simply expressed, if we are to agree with Gass to complete improvements, but subsequently cannot perform because we cannot fulfill the housing obligations of the grant, could we be forced to pay damages to the Gass Family Trust for the uncompleted improvements?

#### **SALADO ORCHARD APARTMENTS PROJECT-PHASE 2:**

Phase 1 of the Salado Orchard Apartments is complete. It includes 48 multi-family dwelling units on about 4.47 acres. See the attached Assessor's Map marked Attachment t4. Phase 2 of that project includes 24 additional apartments situated in three new buildings and twelve single family residences positioned on individual lots fronting a proposed culdesac street. See the attached copy of the approved tentative subdivision map (Attachment 5).

#### **GRANT CONDITIONS:**

Block Grants are administered by the California Department of Housing and Community Development (H & CD). Grant funds are typically provided in order to achieve identified housing objectives. In this case, the grant was approved with the condition that the City provide 12 additional affordable housing units on the property immediately south of the existing Salado Orchard Apartments. These 12 units and the Blackburn Avenue improvements are to be completed no later than June 30, 2013. If the 12 affordable units are not provided, the grounds for providing the grant funds are then unsubstantiated and the state may very well want to be repaid.

That property is not owned by the City. In fact it is owned by the owners of the Salado Orchard Apartments; Pacific West Communities, Inc. (PWC). While PWC does construct affordable housing projects, they generally do not build single family dwellings. For that reason, Mr. Caleb Roope, a principal of that corporation, has agreed to give the subject property if we can identify a willing and able developer.

#### **POTENTIAL DEVELOPERS:**

John Brewer, City Planning Director John Stoufer, Building Official Terry Hoofard and City Grant Consultant JoAnn Anders met with representatives of Self-Help Home Improvement Project (Keith Griffith and Mike Dulles) in early 2011 in an effort to solicit their interest in developing the 12 units. SHHIP has been very successful here, completing several affordable housing projects including the Blue Heron Court project, Blossom Avenue project and McDonald Court tract. They also have an excellent working relationship with the City of Corning. They considered the project, but ultimately opted not to participate.

Later last year, John, John & Terry also met with a developer from Redding who, after careful consideration, similarly declined to take on the project.

John Stoufer has spoken with CHIP (Community Housing Improvement Project) in Chico about the housing development. They were not interested in completing the project at this time.

**HOUSING MARKET CONDITIONS AND FIRST TIME HOMEBUYER GRANT APPLICATION:**

It's no secret that the housing market essentially crashed in 2008. As a result, many homeowners found themselves "under water" in terms of their mortgage/value ratio. As adjustable ARM's interest rates inched upwards, many opted to walk away from their mortgages. Consequently, lenders have foreclosed on those dwellings and many of the units are abandoned and un-occupied. The vacant housing stock has further diminished values, only exacerbating the problem. With all the vacant housing units and the lowered values, there's simply little economic incentive to construct new housing units.

Knowing the challenges that the housing market presented. Mr. Caleb Roope of Pacific West Communities offered to prepare a grant application that could assist the economics applicable to the 12 units.

The City gladly consented and the application was submitted to H & CD last summer. That application sought to acquire about \$880,000 for a first time homebuyer program. If awarded that grant would have significantly changed the bottom line; infusing as much as \$73,000 for each of the 12 dwelling units. We expected H & CD to render their decision early last fall. However, word of their decision was delayed until last week when we received a letter (dated January 10<sup>th</sup>-Attachment 6) saying the grant application had not been awarded.

**POSSIBLE SOLUTION:**

For the reasons noted above, we are unable to assure the development of the 12 affordable housing units; a prerequisite to the use of the grant funds for widening Blackburn Avenue. To proceed with the street widening without identifying and obligating a developer for the affordable units could ultimately require the City to repay expended grant funds.

The housing market conditions apply nationwide. There are likely other California communities experiencing the same challenges that we face. Perhaps these issues could be resolved at a face to face meeting with H & CD. Resolution might include a grant extension, ideally beyond the current housing market slump, or other appropriate modification of the grant conditions.

**STAFF RECOMMENDATION:**

That the City Council:

- **Direct staff to schedule to meet with representatives of the State Housing and Community Development Department to present these challenges and seek H & CD's assistance for their resolution to facilitate the completion of the 12 housing units and the Blackburn Avenue Street widening project.**

## **ATTACHMENTS**

1. R/W Acquisition Drawing
2. Letter from Burghardt
3. Letter to Gass regarding acquisition on North side of street
4. Assessor's Map showing Salado Orchard Apts. Phase 1 & Phase 2 locations
5. Salado Orchard Phase 2 Tentative Subdivision Map
6. Letter from H & CD reporting non-award of First Time Homebuyer grant

EDITH AVE.

ROBT GASS TRUST  
APN 69-150-47

Proposed R/W Acquisition Area-along  
entire Blackburn frontage of APN  
69-150-47

19' X 683'=12,977 sq. ft.

BLACKBURN AVE.

9' X 673'=6,057 sq. ft.

Proposed R/W Acquisition-along  
entire Blackburn frontage of APN  
71-020-01.

Additional 10' Edith Ave. R/W  
dedicated in 1984 per 1004 O.R.  
96.

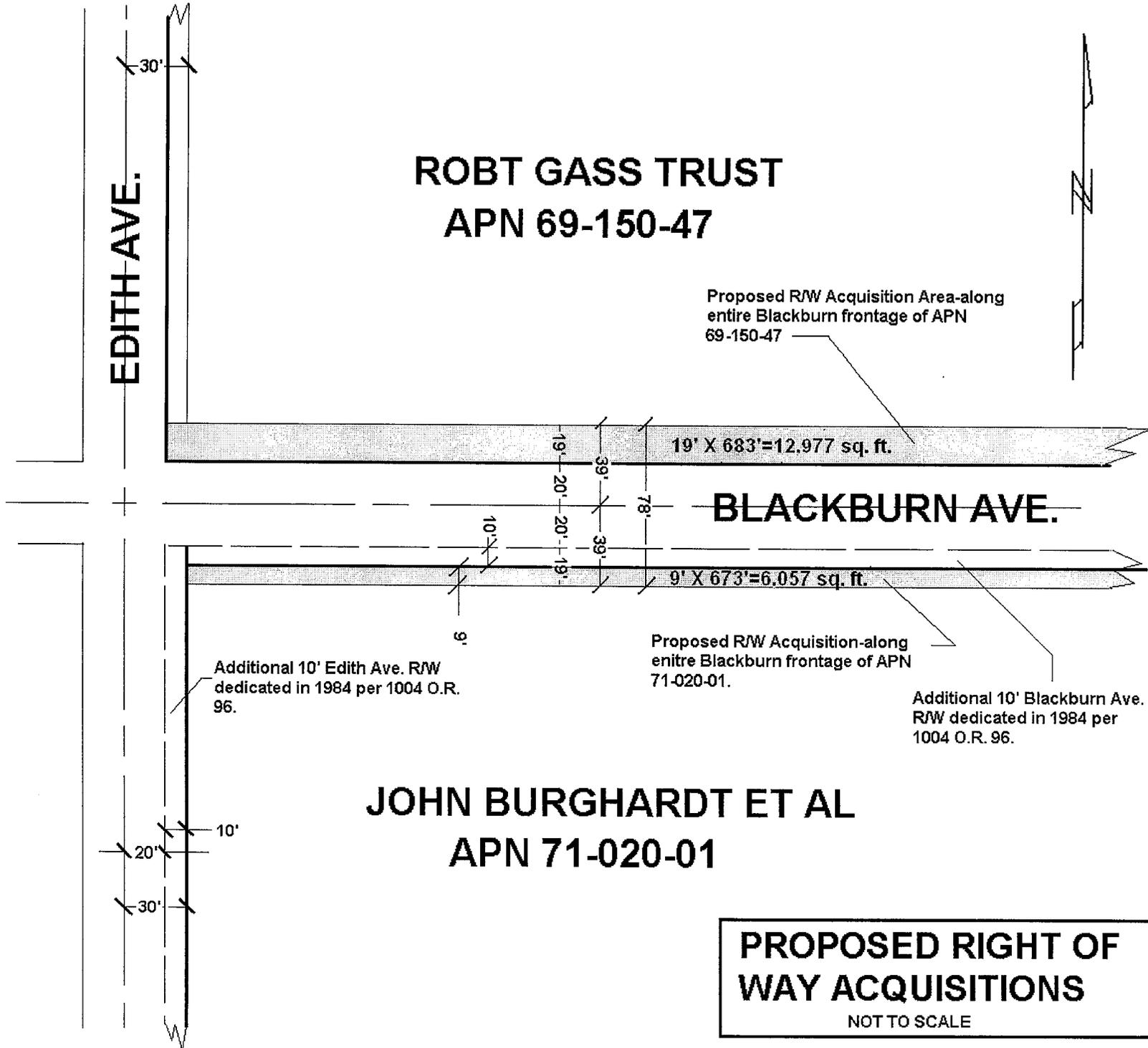
Additional 10' Blackburn Ave.  
R/W dedicated in 1984 per  
1004 O.R. 96.

JOHN BURGHARDT ET AL  
APN 71-020-01

**PROPOSED RIGHT OF  
WAY ACQUISITIONS**

NOT TO SCALE

1



RECEIVED  
SEP 15 2011  
CITY OF CORNING

John Burghardt  
13 Dana Point Rd.  
Chico, CA 95928  
(530) 343-7533

September 12, 2011

John L. Brewer, AICP  
Public Works Director  
City of Corning  
794 Third St.  
Corning, CA 96021

Re: Blackburn Avenue Right of Way Acquisition

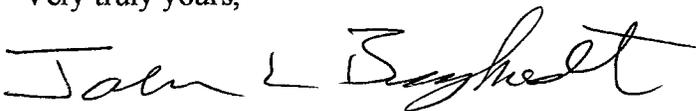
Dear Mr. Brewer:

As proposed in your letter of June 10, 2011, I agree to conditions stated to complete the Blackburn Avenue Right of Way Acquisition.

Please be advised that we have completed the partial reconveyance to clear the current Deed of Trust from the subject property through Mid Valley Title Company in Chico and you should have information soon.

Please let me know if you need any additional information.

Very truly yours,



John L. Burghardt



# City of Corning

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

Steve Gass  
Robert Gass Family Trust  
101 Windjammer Court  
Richmond, CA 94804

October 28, 2011

Re: Blackburn Avenue R/W Acquisition-Assessor's Parcel 69-150-47

Dear Mr. Gass,

Thank you for speaking with me on the telephone regarding our proposed property acquisition. The purpose of this letter is to provide the City's offer to the Gass Family Trust for the additional Blackburn Avenue right of way and to confirm our commitment to complete certain improvements as part of that exchange.

The City of Corning offers the following in exchange for the southernmost 19' of the Gass Family Trust property, adjacent to the current Blackburn Avenue right of way:

1. City will pay market value for the property-\$10,500.00 as determined by the recent appraisal dated June 2, 2011, prepared by Ryan Real Estate Appraisers.
2. City will extend City sewer main to serve the property.
3. City will connect the existing house and also the adjacent accessory building (if feasible) to City sewer service.
4. City will obtain permit from County and properly abandon septic tank.
5. City will waive the standard sewer connection fees.
6. City will complete street frontage improvements, including curb, gutter, sidewalk, landscaped median, along entire length of your frontage on Blackburn Avenue.
7. City will absorb the cost and coordinate with utility providers to properly relocate any affected utilities, poles, etc.
8. City will install a 6'-0" high chain link fence with a gate at your driveway, along the property line at the back of the new sidewalk along the length of your Blackburn Avenue frontage.

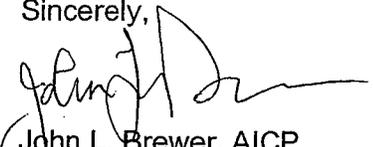
9. City will remove and "cap off" the affected drip irrigation lines that formerly served the olive trees (to be removed) that will no longer be necessary.
10. City will provide a water connection to the city water main and extend a residential water service line and water meter to the edge of the new street right of way. You would need to properly abandon the existing domestic water well and then extend a water pipe to physically connect the residence.
11. With respect to the current state budget conditions, and the grant conditions, all of this is contingent upon the City receiving the Community Development Block Grant funds for the project.

Note that the City of Corning will utilize licensed contractors, having all required insurance and bond guarantees, to complete the street construction and utility extension tasks.

If the foregoing terms are acceptable to you, we can reduce them to a formal binding agreement and open an escrow account. The City is asking for fee title to the requested "right-of-way" with a clean title report showing the property is free of liens and encumbrances in return for giving you the sum of \$10,500 on close of escrow. The obligation to complete the improvements listed would be the subject of a separate formal agreement between you and the City which would give the City two options should it decide not to proceed, a decision which is not likely to occur but which would be based upon events related to the conditions of the grant which is funding this project. One option would allow the City to retain the property deeded to it and to pay you the reasonable costs of you performing any of the listed tasks the City is unable to perform. The other option for the City would be for it to deed your land back to you with you retaining the cash previously paid to you on close of escrow. Hopefully, the City will not have to choose either of these options to follow in that the City is optimistic that the funds provided by the State will be available when needed and will permit the City not only to pay you the cash value of your property but also to construct all of the planned improvements in the Spring of this coming year.

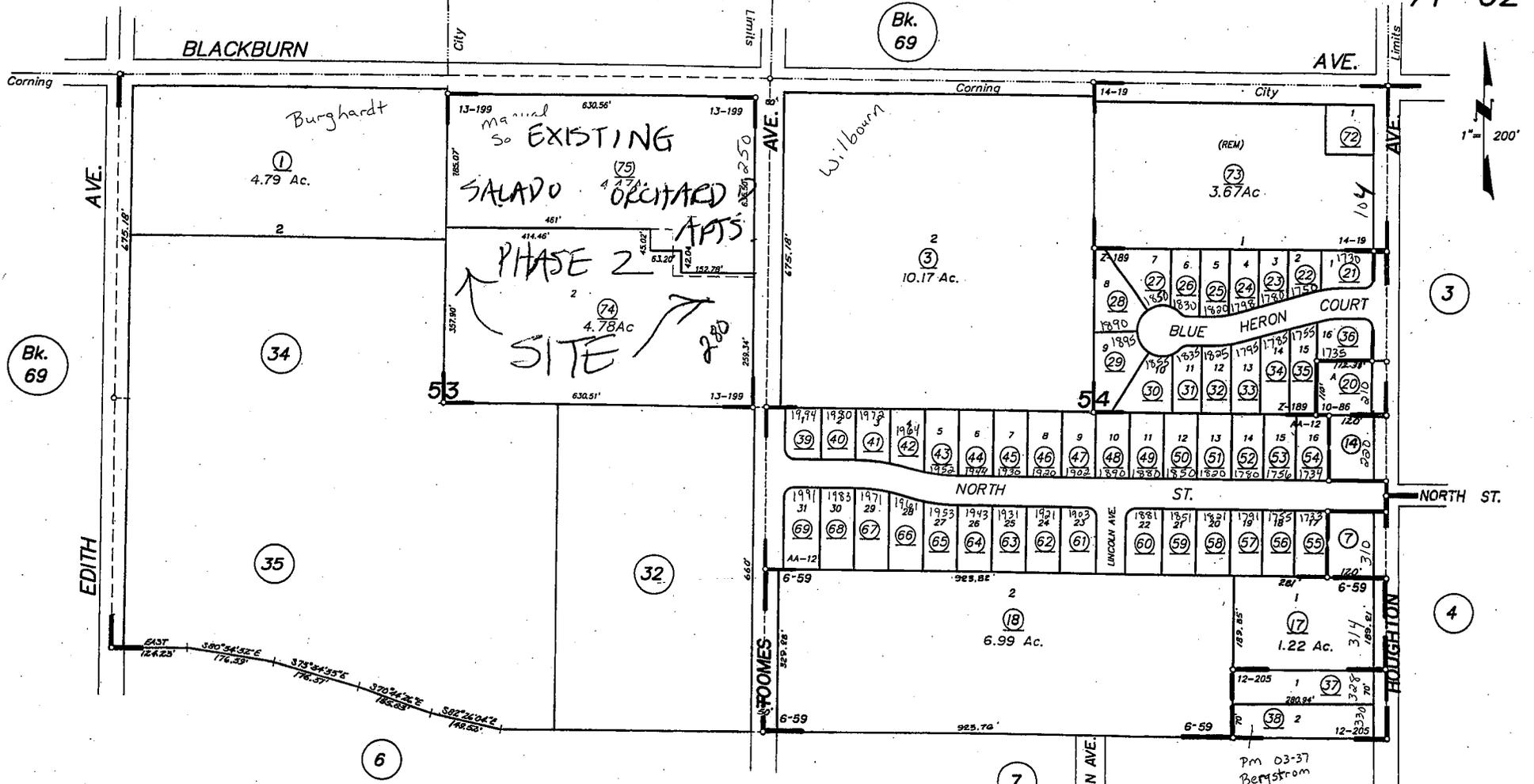
Please respond in writing regarding this offer. I can be reached at (530) 824-7025 or via email at [jbrewer@corning.org](mailto:jbrewer@corning.org).

Sincerely,



John L. Brewer, AICP  
Public Works Director

cc: Ed Anderson, City Engineer  
Stephen J. Kimbrough, City Manager



- R.M. Bk. AA, Pg. 12-North Olive Sub., Tract No. 03-02
- R.M. Bk. Z, Pg. 189-Casa Nueva Subdivision, Tract No. 02-1008
- R.M. Bk. B, Pg. 1-Maywood Colony No. 2
- P.M. Bk. 6, Pg. 59-P.M. No. 79-61
- P.M. Bk. 10, Pg. 86-P.M. No. 91-53
- P.M. Bk. 12, Pg. 205-P.M. No. 03-37
- P.M. Bk. 13, Pg. 199-P.M. No. 07-01
- P.M. Bk. 14, Pg. 19-P.M. No. 06-41

Assessor's Map Bk. 71 -Pg. 02  
 County of Tehama, Calif.

NOTE-Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles

3-15-10

RECEIVED

MAR 22 1983

CITY OF CORNING

7

EXHIBIT "C"  
TENTATIVE SUBDIVISION MAP

SCALE 1"=50'

A.P.N. 071-020-001

A.P.N. 071-340-022

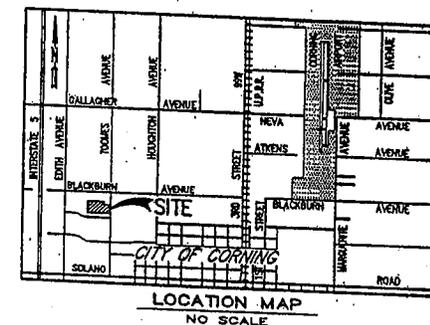
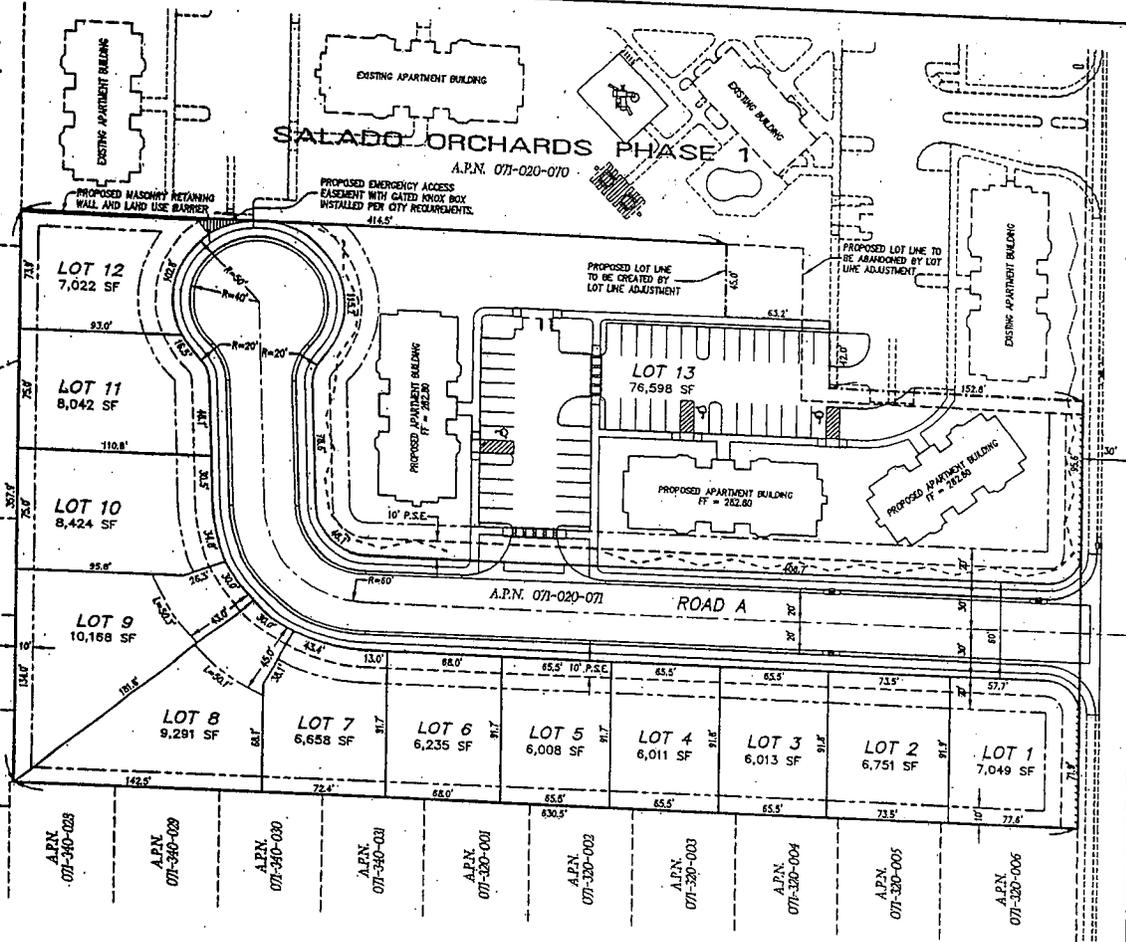
A.P.N. 071-340-023

A.P.N. 071-340-024

A.P.N. 071-340-025

A.P.N. 071-340-026

A.P.N. 071-340-027



OWNER/SUBDIVIDER: PACIFIC WEST COMMUNITIES  
430 E. STATE ST., SUITE 100  
EAGLE, ID 83616

SURVEYOR: ROLLS, ANDERSON & ROLLS  
ATTN: HERB VOTH, PLS 8043

APN: 071-020-071

ACREAGE: 4.796 ACRES

ZONING: PROPOSED R-1

GENERAL PLAN: PROPOSED SINGLE FAMILY RESIDENTIAL

EXISTING USE: VACANT

PROPOSED USE: RESIDENTIAL SUBDIVISION -  
LOTS 1-12  
6,008 S.F. MIN. EA.  
TO 10,168 S.F. MAX.  
PLANNED UNIT DEVELOPMENT -  
LOT 13 AT 76,596 S.F.

WATER: CITY OF CORNING

SEWAGE DISPOSAL: CITY OF CORNING

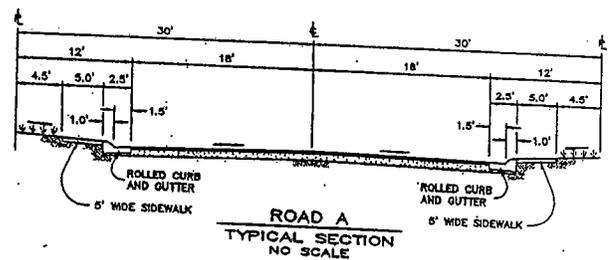
STORM DRAIN: CITY OF CORNING

ELECTRICITY: PG&E

TELEPHONE: SBC

CABLE: COMCAST

23



NOTES

- THERE WAS NO EVIDENCE OF EXISTING WELLS OR UNDERGROUND TANKS ON THE PROPERTY AT THE TIME OF SITE SURVEY.
- REFER TO PRELIMINARY GRADING PLAN FOR EXISTING SITE ELEVATIONS, PROPOSED GRADING, DRAINAGE AND UTILITIES.

REQUESTED DESIGN MODIFICATIONS

- CITY OF CORNING MINIMUM CENTERLINE RADIUS IS 200 FEET. WE ARE HEREBY REQUESTING A DESIGN MODIFICATION FOR THE 60-FOOT CENTERLINE RADIUS SHOWN ON ROAD A.
- CITY OF CORNING MAXIMUM CUL-DE-SAC LENGTH IS 400 FEET. WE ARE HEREBY REQUESTING A DESIGN MODIFICATION FOR THE 676-FOOT LONG CUL-DE-SAC SHOWN AS ROAD A.

LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- RIGHT-OF-WAY CENTERLINE
- BUILDING SETBACK LINE
- PROPOSED LOT NUMBER
- PUBLIC SERVICE EASEMENT
- ASSESSOR'S PARCEL NUMBER
- ABUTTER'S RIGHT OF ACCESS TO BE DEDICATED TO THE CITY OF CORNING
- PROPOSED WROUGHT IRON FENCE

TENTATIVE SUBDIVISION MAP  
08-1002  
SALADO ORCHARDS PHASE II

FOR  
PACIFIC WEST COMMUNITIES  
A DIVISION OF PARCEL 2 AS SHOWN ON THAT  
CERTAIN PARCEL MAP #07-01 RECORDED IN  
BOOK 13 OF PARCEL MAPS, PAGE 200, LYING  
WITHIN SECTION 15, T. 24 N., R. 3 W., M.D.M.  
CITY OF CORNING, TEHAMA COUNTY, CALIFORNIA

RAR  
ROLLS ANDERSON & ROLLS  
CIVIL ENGINEERS  
10 YELLOWSTONE DRIVE • CORNING, CALIFORNIA 95718-6111  
TELEPHONE 530-885-1123

JUNE, 2008

08109

SHEET 1 OF 1

5

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE  
FEDERAL PROGRAMS BRANCH  
HOME INVESTMENT PARTNERSHIPS PROGRAM

Edmund G. Brown Jr., Governor



Third Street, Suite 390-3  
Box 952054  
San Francisco, CA 94252-2054  
(916) 322-0356  
FAX (916) 322-2904

RECEIVED  
JAN 12 2012  
CORNING CITY CLERK

January 10, 2012

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

Re: City of Corning's Application for the 2011 HOME NOFA

Dear Mr. Kimbrough:

I regret to inform you that City of Corning's application score was not high enough to receive funding under the 2011 HOME Program Notice of Funds Availability (NOFA). We received requests for over \$160.5 million in Project applications for an approximate funding level of \$20.7 million.

If you would like information regarding the scoring of your application, please contact Ferol Kimble, HOME Program Manager, at (916) 327-8571.

We expect the next HOME NOFA will be issued in June 2012. Application workshops will be scheduled to assist interested parties. I encourage you to attend one of the workshops.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bettencourt", is written over a series of horizontal lines.

Tom Bettencourt  
Federal Programs Branch Chief

**ITEM NO.: J-14  
DECLARE SURPLUS AND APPROVE DISPOSAL  
OF 18 OBSOLETE/UNSAFE SELF CONTAINED  
BREATHING APPARATUS (SCBA'S)  
JANUARY 24, 2012**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
MARTIN SPANNAUS, FIRE CHIEF**

*Steph*  
*M/S*

**SUMMARY:**

Staff seeks Council to declare 18 obsolete and unsafe Self Contained Breathing Apparatus (SCBA's) as surplus and authorize the Fire Chief to dispose of the units in the most efficient and cost effect manner possible as to benefit the City.

**BACKGROUND:**

Recent changes in OSHA and NIOSH Safety Standards have made older style Self Contained Breathing Apparatus (SCBA) obsolete and unsafe to use. Corning Fire, with Council's assistance, was able to update and standardize our SCBA equipment and meet these standards. The Departments old SCBA's are of no use to us or any other department as most were purchased in the early 1970's and are no longer able to be repaired or updated to meet current safety standards. Therefore they have no resale or trade-in value.

Corning Fire now seeks Council declaration that these older 18 SCBA's are now surplus property and authorize the Fire Chief to dispose of these units in the most efficient and cost effect way possible with any funds received to be placed in the General Fund.

**RECOMMENDATION:**

**MAYOR AND COUNCIL DECLARE 18 SURVIVAIR SCBA'S AS SURPLUS PROPERTY AND ALLOW THE CORNING FIRE CHIEF TO DISPOSE OF THE UNITS IN THE BEST WAY TO BENEFIT THE CITY.**