



**CITY OF CORNING  
CITY COUNCIL AGENDA  
TUESDAY, JULY 14 2015  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Darlene Dickison  
Dave Linnet  
Tony Cardenas  
Willie Smith  
Gary Strack**

**Mayor:**

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

**D. INVOCATION: Led by Councilman Tony Cardenas.**

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

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

**F. BUSINESS FROM THE FLOOR:**

**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 request separate discussion and/or action.**

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the June 23, 2015 City Council Meeting with any necessary corrections:**
- 3. July 8, 2015 Claim Warrant - \$390,275.81.**
- 4. July 8, 2015 Business License Report.**
- 5. June 2015 Wages and Salaries: \$359,160.61.**
- 6. June 2015 Building Permit Valuation Report: \$186,273.81.**
- 7. June 2015 Treasurer's Report.**
- 8. June 2015 City of Corning Wastewater Operations Summary Report.**
- 9. Approve consolidation of Tehama County Sanitary Landfill Agency and the Tehama County/Red Bluff Landfill Management Agency and adopt the two following Resolutions that accommodate this action:**
  - a) Adopt Resolution 07-14-2015-01 terminating the City of Corning's Membership in the Tehama County Sanitary Landfill Agency; and**
  - b) Adopt Resolution 07-14-2015-02 approving the City of Corning becoming a member of the Tehama County Solid Waste Management Agency and approving the amended and restated Joint Powers Agreement (JPA).**

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

**I. REGULAR AGENDA:**

10. Approve Amendment to existing Agreement for City Attorney Services.
11. Objectives for the Advisory Committee on General Fund Expenditures and Budget Savings.
12. Approve the purchase and installation of Emergency 911 Equipment for the Fire Department Dispatch.
13. Presentation of Fiscal Year 2015-2016 Program of Service and Annual Budget.

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

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

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

**Dickison:**

**Linnet:**

**Cardenas:**

**Smith:**

**Strack:**

**M. ADJOURNMENT!:**

**POSTED: FRIDAY, JULY 10, 2015**

**MINUTES OF THE JUNE 23, 2015  
CORNING CITY COUNCIL MEETING  
ARE STILL BEING TRANSCRIBED,  
THEY WILL BE  
DELIVERED AND POSTED  
ON  
MONDAY, JULY 13, 2015**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** July 8, 2015

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday July 14, 2015 Council Meeting

---

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

A.	Cash Disbursements	Ending 06-24-15	\$ 36,592.88
B.	Payroll Disbursements	Ending 06-23-15	\$ 42,606.27
C.	Cash Disbursements	Ending 06-30-15	\$ 13,369.35
D.	Payroll Disbursements	Ending 06-30-15	\$ 41,720.90
E.	Cash Disbursements	Ending 06-30-15	\$ 170,743.67
F.	Cash Disbursements	Ending 06-30-15	\$ 7,794.43
G.	Cash Disbursements	Ending 07-07-15	\$ 77,448.31

**GRAND TOTAL**      \$ 390,275.81

REPORT.: Jun 25 15 Thursday  
 RUN...: Jun 25 15 Time: 08:10  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-15 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020497	06/23/15	ATT13	AT&T	020497	06/23/15	ATT13	AT&T	741.15	.00	741.15	150611	COMMUNICATIONS - CISPATCH
020498	06/23/15	COM06	COMCAST	020498	06/23/15	COM06	COMCAST	32.69	.00	32.69	150524	COMMUNICATIONS / FIRE
020499	06/23/15	FIR05	FIRST NATIONAL BANK OMAHA	020499	06/23/15	FIR05	FIRST NATIONAL BANK OMAHA	95.34	.00	95.34	150529	CONT/MTGS - PW ADMIN
020500	06/23/15	HUN03	HUNTERS SERVICES INC.	020500	06/23/15	HUN03	HUNTERS SERVICES INC.	1336.50	.00	1336.50	137974	WEED SPRAY / STR
020501	06/23/15	PGE01	PG&E	020501	06/23/15	PGE01	PG&E	30296.78	.00	30296.78	150612	Electricity General City
020502	06/23/15	PGE2A	PG&E	020502	06/23/15	PGE2A	PG&E	57.19	.00	57.19	150617	ELECT - BLUE HERON CT
020503	06/23/15	USP01	UNITED STATES POST OFFICE	020503	06/23/15	USP01	UNITED STATES POST OFFICE	617.67	.00	617.67	15-0623	MAT & SUPPLIES / WATER
020504	06/24/15	BAS01	BASIC LABORATORY, INC	020504	06/24/15	BAS01	BASIC LABORATORY, INC	96.00	.00	96.00	1505891	ProfServices Water Dept
020505	06/24/15	BIC01	BICKLEY'S AIR CONDITIONIN	020505	06/24/15	BIC01	BICKLEY'S AIR CONDITIONIN	157.12	.00	157.12	00028384	MAT & SUPPLIES / BLDG MAI
								96.24	.00	96.24	00028389	BLDG MAINT / POLICE
								91.66	.00	91.66	00028392	BLDG MAINT / POLICE
								345.02	.00	345.02		
								760.94	.00	760.94	15008258	Equip.Maint. St&Trf Light
020506	06/24/15	DEP03	DEPT OF TRANS/CAL TRANS	020506	06/24/15	DEP03	DEPT OF TRANS/CAL TRANS	760.94	.00	760.94	15008258	Equip.Maint. St&Trf Light
020507	06/24/15	HEN03	HENRY SCHEIN INC.,	020507	06/24/15	HEN03	HENRY SCHEIN INC.,	96.21	.00	96.21	20580970	SAFETY ITEMS / FIRE
020508	06/24/15	HOL04	HOLIDAY MARKET #32	020508	06/24/15	HOL04	HOLIDAY MARKET #32	13.44	.00	13.44	187321306	Mat/Supplies
020509	06/24/15	KEL03	KELLER SUPPLY COMPANY	020509	06/24/15	KEL03	KELLER SUPPLY COMPANY	268.45	.00	268.45	S00869431	MAT & SUPPLIES / POOL
020510	06/24/15	MUN03	MUNNELL & SHERRILL, INC.	020510	06/24/15	MUN03	MUNNELL & SHERRILL, INC.	25.05	.00	25.05	139796	MAT & SUPPLIES / STREETS
020511	06/24/15	NOR31	NORM'S PRINTING	020511	06/24/15	NOR31	NORM'S PRINTING	719.67	.00	719.67	015190	MAT & SUPPLIES / WATER
020512	06/24/15	QUI02	QUILL CORPORATION	020512	06/24/15	QUI02	QUILL CORPORATION	145.11	.00	145.11	5062453	Office Supplies/FIRE
020513	06/24/15	REV01	REVIVAL ANIMAL HEALTH	020513	06/24/15	REV01	REVIVAL ANIMAL HEALTH	256.95	.00	256.95	205134	MAT & SUPPLIES / ACO
								102.97	.00	102.97	205140	MAT & SUPPLIES / ACO
								359.92	.00	359.92		
								306.35	.00	306.35	611001595	Veh Opr/Maint - POLICE
020514	06/24/15	SCH01	LES SCHWAB TIRE CENTER	020514	06/24/15	SCH01	LES SCHWAB TIRE CENTER	306.35	.00	306.35	611001595	Veh Opr/Maint - POLICE
020515	06/24/15	WAR05	WARREN, DANA KARL	020515	06/24/15	WAR05	WARREN, DANA KARL	129.20	.00	129.20	150622	REC INSTRUCTOR / REC
020516	06/24/15	WAT02	WATSON, THOMAS J.	020516	06/24/15	WAT02	WATSON, THOMAS J.	150.20	.00	150.20	150624	DISP REMODEL/POLICE
								36592.88	.00	36592.88		
								36592.88	.00	36592.88		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
6780	06/23/15	AME20	AMERICAN WEST BANK	3085.02	.00	3085.02	B50623	HSA DEDUCTIBLE
6781	06/23/15	BAN03	POLICE OFFICER ASSOC.	200.00	.00	200.00	B50623	POLICE OFFICER ASSOC
6782	06/23/15	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B50623	WITHHOLDING ORDER
6783	06/23/15	EDD01	EMPLOYMENT DEVELOPMENT	3809.41	.00	3809.41	B50623	STATE INCOME TAX
				1071.54	.00	1071.54	1B50623	SDI
			Check Total.....	4880.95	.00	4880.95		
6784	06/23/15	ICM01	ICMA RETIREMENT TRUST-457	4921.91	.00	4921.91	B50623	ICMA DEF. COMP
				62.50	.00	62.50	1B50623	ICMA DEF. COMP ER PD
			Check Total.....	4984.41	.00	4984.41		
6785	06/23/15	PERS1	PUBLIC EMPLOYEES RETIRE	23550.56	.00	23550.56	B50623	PERS PAYROLL REMITTANCE
6786	06/23/15	PERS4	Cal Pers 457 Def. Comp	2264.02	.00	2264.02	B50623	PERS DEF. COMP.
				125.00	.00	125.00	1B50623	PERS DEF. COMP. ER P
			Check Total.....	2389.02	.00	2389.02		
6787	06/23/15	STA04	STATE OF CALIFORNIA	608.50	.00	608.50	B50623	WAGEASN 1107012828
6788	06/23/15	VAL06	VALIC	2389.70	.00	2389.70	B50623	AIG VALIC P TAX
				87.50	.00	87.50	1B50623	AIG VALIC P TAX ER P
			Check Total.....	2477.20	.00	2477.20		
			Cash Account Total.....	42606.27	.00	42606.27		
			Total Disbursements.....	42606.27	.00	42606.27		

=====

REPORT: Jun 30 15 Tuesday  
 RUN: Jun 30 15 Time: 14:00  
 Run By: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-15 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
020517	06/29/15	BAS01	BASIC LABORATORY, INC	96.00	.00	96.00	1506079	ProfServices Water Dept
020518	06/29/15	CHE02	CHEM QUIP, INC.	56.20	.00	56.20	5377135	MAT & SUPPLIES-WTR
020519	06/29/15	COR16	CORNING FLORIST & GIFTS	55.91	.00	55.91	2015-01/0	CONF/MTGS-CITY COUNCIL
020520	06/29/15	DAY03	DAY WIRELESS SYSTEMS {03}	300.00	.00	300.00	385043	EQUIP MAINT-POLICE
				425.00	.00	425.00	385044	EQUIP MAINT-POLICE
			Check Total.....:	725.00	.00	725.00		
020521	06/29/15	FEA03	FEATHER RIVER HOSPITAL	356.00	.00	356.00	150311	PROF SVCS-POLICE
020522	06/29/15	GRA02	GRAINGER, W.W., INC	7.86	.00	7.86	977063325	MAT & SUPPLIES-STR
020523	06/29/15	HOO01	TERRY HOOFFARD	105.35	.00	105.35	B77490	DISPATCH REMODEL-POLICE
020524	06/29/15	LIN01	LINCOLN AQUATICS, INC.	918.64	.00	918.64	51268209	MAT & SUPPLIES-POOL
020525	06/29/15	SWR02	SWRCB-DMOCP	65.00	.00	65.00	2015-0629	MAT & SUPPLIES-WTR
020526	06/30/15	ATT15	AT&T MOBILITY	479.33	.00	479.33	150619	COMMUNICATIONS
020527	06/30/15	COR08	CORNING LUMBER CO INC	578.41	.00	578.41	150625	Mat/Supplies
020528	06/30/15	GRA02	GRAINGER, W.W., INC	39.43	.00	39.43	977343113	MAAT & SUPPLIES - STREETS
				38.27	.00	38.27	977575127	MAT & SUPPLIES / WATER
				5.68	.00	5.68	977600138	MAT & SUPPLIES / WATER
			Check Total.....:	83.38	.00	83.38		
020529	06/30/15	HOM03	HOME DEPOT	62.89	.00	62.89	7182536	MAT & SUPPLIES / POOL
020530	06/30/15	KN100	KNIFE RIVER CONSTRUCTION	694.96	.00	694.96	160032	MAT & SUPPLIES / STREETS
020531	06/30/15	MCC05	MCCURDY'S TRUCK REPAIR	272.59	.00	272.59	14551	VEH MAINT / FIRE
020532	06/30/15	NAP01	NAPA AUTO PARTS	68.98	.00	68.98	150624	Veh Opr/Maint
020533	06/30/15	PGE2B	PGE&E	7308.95	.00	7308.95	150624	ELECT - WWTP
020534	06/30/15	QUI02	QUILL CORPORATION	7.72	.00	7.72	5371024	Office Supplies/PW ADMIN
020535	06/30/15	RED15	RED TRUCK ROCK YARD, LLC	139.75	.00	139.75	614	MAT & SUPPLIES - STREETS
020536	06/30/15	SCH01	LES SCHWAB TIRE CENTER	16.47	.00	16.47	611001152	MAT & SUPPLIES / STREETS
				407.22	.00	407.22	611001578	Veh Opr/Maint
				491.64	.00	491.64	61100157B	MAT & SUPPLIES / SEWER

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
Check Total.....				915.33	.00	915.33		
020537	06/30/15	WAR05	WARREN, DANA KARL	203.30	.00	203.30	150630	REC INSTRUCTOR/ REC
020538	06/30/15	\A080	ARCHER, VELMA	50.33	.00	50.33	000B50601	MQ CUSTOMER REFUND FOR AR
020539	06/30/15	\F044	FLORES, ROSALBA	20.06	.00	20.06	000B50601	MQ CUSTOMER REFUND FOR FL
020540	06/30/15	\G039	GEIGER, SARAH	83.21	.00	83.21	000B50601	MQ CUSTOMER REFUND FOR GE
020541	06/30/15	\M132	MILLER, LAUREN	8.51	.00	8.51	000B50601	MQ CUSTOMER REFUND FOR MI
020542	06/30/15	\S112	SALAZAR, ELIA	5.69	.00	5.69	000B50601	MQ CUSTOMER REFUND FOR SA
Cash Account Total.....				13369.35	.00	13369.35		
Total Disbursements.....				13369.35	.00	13369.35		
Cash Account Total.....				.00	.00	.00		

REPORT: Jun 30 15 Tuesday  
 RUN: Jun 30 15 Time: 14:00  
 Run By: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 06-15 Bank Account: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
6789	06/30/15	AFL01	AMERICAN FAMILY LIFE	2863.38	.00	2863.38	B50630	AFLAC INS. PRE TAX
				345.16	.00	345.16	1B50630	AFLAC INS. AFTER TAX
			Check Total.....	3208.54	.00	3208.54		
6790	06/30/15	BLU02	BLUE SHIELD OF CALIFORNIA	24696.00	.00	24696.00	B50630	MEDICAL INSURANCE
6791	06/30/15	CIT01	CITY OF CORNING	6.00	.00	6.00	B50630	CHGS FOR WAGE ATCHMT
6792	06/30/15	MUT00	MUTUAL OF OMAHA	487.20	.00	487.20	B50630	LIFE INSURANCE
6793	06/30/15	OEU01	OPERATING ENGINEERS #3	7314.00	.00	7314.00	B50630	MEDICAL INSURANCE
6794	06/30/15	OEU02	OPERATING ENG. (DUES)	300.00	.00	300.00	B50630	UNION DUES MGMT
				720.00	.00	720.00	1B50630	UNION DUES POLICE
				416.00	.00	416.00	2B50630	UNION DUES DISPATCH
				735.00	.00	735.00	3B50630	UNION DUES-MISC
			Check Total.....	2171.00	.00	2171.00		
6795	06/30/15	PRI04	PRINCIPAL	3259.86	.00	3259.86	B50630	DENTAL INSURANCE
				578.30	.00	578.30	1B50630	VISION INSURANCE
			Check Total.....	3838.16	.00	3838.16		
			Cash Account Total.....	41720.90	.00	41720.90		
			Total Disbursements.....	41720.90	.00	41720.90		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
020543	06/30/15	COM01	COMPUTER LOGISTICS, INC	1632.63	.00	1632.63	65291	COMPUTER REPLC/POLICE
020544	06/30/15	DIA04	DIAZ ASSOCIATES	21705.20	.00	21705.20	070115	GEN PLAN UPDATE/PLANNING
020545	06/30/15	NAP01	NAPA AUTO PARTS	493.46	.00	493.46	150624A	Veh Opr/Maint
020546	06/30/15	PET03	PETTY CASH	207.87	.00	207.87	150701	PETTY CASH
020547	06/30/15	QUI02	QUILL CORPORATION	172.72	.00	172.72	5254897	Office supplies
020559	06/30/15	ATT14	AT&T	161.18	.00	161.18	150623F	Communications/FIRE
				182.03	.00	182.03	150623P	Communications
			Check Total.....:	343.21	.00	343.21		
020560	06/30/15	CAL35	CALIFORNIA BUILDING STAND	83.00	.00	83.00	15-0701	SB 1473/BLDG SAFETY
020561	06/30/15	COR45	CORNING ACE HARDWARE	6.44	.00	6.44	150627F	BLDG MAINT / FIRE
020562	06/30/15	INT01	INTERLAND BUSINESS SUPPLY	14.60	.00	14.60	150630	GEN PLAN UPDATE / PLANNIN
020563	06/30/15	LNC01	LN CURTIS & SOMS	362.93	.00	362.93	624127600	FireDepartment
020564	06/30/15	MCC07	MCCOY'S HARDWARE & SUPPLY	204.02	.00	204.02	150627F	BLDG MAINT / FIRE
020565	06/30/15	PAC16	PACIFIC TELEMANAGEMENT SE	38.00	.00	38.00	760700	COMMUNICATIONS/ GEN CITY
020566	06/30/15	QUI02	QUILL CORPORATION	538.57	.00	538.57	5412931	Office Supplies/ FINANCE
020567	06/30/15	ROD09	LILIA RODRIGUEZ	67.00	.00	67.00	592133	REC REFUND (POOL) / REC
				45.00	.00	45.00	592135	REC REFUND (POOL) / REC
			Check Total.....:	112.00	.00	112.00		
020568	06/30/15	RON03	RON DUPRATT FORD	454.91	.00	454.91	829587	VEH OP / MAINT - POLICE
020569	06/30/15	SEI01	SEILER, ROY R., CPA	3510.00	.00	3510.00	27138	ProfServices Finance Dept
020570	06/30/15	STO07	STOUFFER, JOHN BEDFORD	2760.00	.00	2760.00	150701	PROF SRVCS / PLANNING
020571	06/30/15	TEH11	TEHAMA CO TAX COLLECTOR	5211.11	.00	5211.11	150706	TAXES 71-131-01/GEN CITY
020572	06/30/15	TEH13	TEHAMA CO AUDITOR	37.50	.00	37.50	150701	PkngCiteToCnty PoliceServ
020573	06/30/15	WAS01	WASTE MANAGEMENT OF	119322.57	.00	119322.57	150701	WASTE MNGMNT / SOLID WAST
020574	06/30/15	WAY00	WAVING AT YOU.COM	645.00	.00	645.00	2015-624	MAT & SUPPLIES / BLDG MAI
020575	06/30/15	3CO00	3C0RE, INC.	38.50	.00	38.50	148141	THEATRE FLOORING/ROGERS T

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020576	06/30/15	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1506311	ProfServices Water Dept
020577	06/30/15	CAM02	FERGUSON ENTERPRISES INC.	152.52	.00	152.52	1096457	MAT & SUPPLIES / STREETS
020578	06/30/15	COR45	CORNING ACE HARDWARE	442.68	.00	442.68	150627	BLDG MAINT
020579	06/30/15	FIR08	FIRST NATIONAL BANK OMAHA	65.00	.00	65.00	150629	ASSOC DUES / BLDG & SFTY
020580	06/30/15	HOL04	HOLIDAY MARKET #32	17.92	.00	17.92	37321306	Mat/Supplies STREETS
020581	06/30/15	LIN01	LINCOLN AQUATICS, INC.	822.64	.00	822.64	S1269280	MAT & SUPPLIES / POOL
020582	06/30/15	MCC07	MCCOY'S HARDWARE & SUPPLY	402.61	.00	402.61	150627	MAT & SUPPLIES
020583	06/30/15	MOR02	RAY MORGAN COMPANY	4.28	.00	4.28	957995	COMMUNICATIONS
020584	06/30/15	MUN03	MUNNELL & SHERRILL, INC.	74.25	.00	74.25	141656	MAT & SUPPLIES / STREETS
020585	06/30/15	NOR25	NORTHERN LIGHTS ENRGY, INC	2425.63	.00	2425.63	148141	MAT & SUPPLIES / STREETS
				185.33	.00	185.33	148142	VEH OP/MAINT - FIRE
			Check Total.....	2610.96	.00	2610.96		
020586	06/30/15	PGE01	PG&E	2408.24	.00	2408.24	150626	Electricity
				56.67	.00	56.67	150626A	Electricity CORNING COMMU
				349.23	.00	349.23	150626B	Electricity
			Check Total.....	2814.14	.00	2814.14		
020587	06/30/15	PGE04	PG&E	603.47	.00	603.47	150701	ELECTRICITY
020588	06/30/15	PGE05	PG&E	2406.10	.00	2406.10	150701	ELECT / FIRE
020589	06/30/15	PGE2A	PG&E	62.37	.00	62.37	150630	ELECT - MARTINI PLAZA
				94.46	.00	94.46	150701	ELECT - CLELAND PROP
				237.05	.00	237.05	150630A	ELECTRICITY
			Check Total.....	393.88	.00	393.88		
020590	06/30/15	SCH01	LES SCHWAB TIRE CENTER	491.64	.00	491.64	00157828	Veh Opr/Maint- SEWER
020591	06/30/15	TEH11	TEHAMA CO TAX COLLECTOR	118.72	.00	118.72	150630	TAXES APN 71-131-01
020592	06/30/15	THO01	THOMES CREEK ROCK CO	65.79	.00	65.79	150615	Mat/Supplies / STREETS
020593	06/30/15	TRI02	TRI-COUNTY NEWSPAPERS	1191.84	.00	1191.84	150630	Print/advert. City Clerk
020594	06/30/15	WES02	WESTERN BUSINESS PRODUCTS	44.99	.00	44.99	048993	Equip.Maint. FIRE
			Cash Account Total.....	170743.67	.00	170743.67		
			Total Disbursements.....	170743.67	.00	170743.67		

REPORT: Jul 08 15 Wednesday  
 RUN: Jul 08 15 Time: 15:06  
 Run By: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-15 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
020600	06/30/15	ATT02	AT&T	1196.89	.00	1196.89	150625	COMMUNICATIONS
020601	06/30/15	COR01	CORNING VETERINARY CLINIC	169.77	.00	169.77	46505	ProfServices ACO/CSO
020602	06/30/15	FIR06	FIRST NATIONAL BANK OMAHA	1976.64	.00	1976.64	150629	TRAINING / POLICE
020603	06/30/15	MIS01	MISSION LINEN SUPPLY	298.85	.00	298.85	500282504	MAT & SUPPLIES
020604	06/30/15	MOR02	RAY MORGAN COMPANY	543.48	.00	543.48	957995A	COMMUNICATIONS
020605	06/30/15	NOR25	NORTHERN LIGHTS ENRGY, INC	2313.16	.00	2313.16	148107	VEH OP / POLICE
020606	06/30/15	VAL07	VALLEY VETERINARY CLINIC,	293.72	.00	293.72	130182	K-9 PROGRAM / POLICE
020608	06/30/15	DEP12	DEPT OF JUSTICE	156.00	.00	156.00	106277	PROF SRVCS - POLICE
				35.00	.00	35.00	111051	PROF SRVCS/POLICE
			Check Total.....:	191.00	.00	191.00		
020609	06/30/15	PGE03	PG&E	60.14	.00	60.14	150702	Mat/Supplies PoliceServic
020610	06/30/15	SOL04	SOLARCITY	93.50	.00	93.50	150612	PROF SRVCS / . BLDG & SFTY
020611	06/30/15	TOM04	TOM'S APPLIANCE	60.00	.00	60.00	0225	MAT & SUPPLIES / ACO
				597.28	.00	597.28	0226	MAT & SUPPLIES / ACO
			Check Total.....:	657.28	.00	657.28		
			Cash Account Total.....:	7794.43	.00	7794.43		
			Total Disbursements.....:	7794.43	.00	7794.43		

REPORT.: Jul 08 15 Wednesday  
 RUN....: Jul 08 15 Time: 15:18  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-15 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
020548	07/01/15	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000B507011	EQUIP MAINT-FINANCE
020549	07/01/15	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B507011	ECONOMIC DEVELOPMENT
020550	07/01/15	COR18	CORNING SENIOR CENTER	2700.00	.00	2700.00	150701A	SENIOR CENTER-GEN CITY
020551	07/01/15	HAL05	HALL, ROBERT	104.70	.00	104.70	000B507011	PROF SVCS-FIRE DEPT
020552	07/01/15	KEN00	KEN VAUGHAN & SONS	1200.00	.00	1200.00	000B507011	LANDSCAPE MAINT-
020553	07/01/15	MAI00	MAIRE & BURGESS	5525.00	.00	5525.00	000B507011	CONSULTING SVCS-LEGAL SVC
020554	07/01/15	PIT01	PITNEY BOWES	173.21	.00	173.21	000B507011	EQUIP LEASE-FINANCE
020555	07/01/15	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000B507011	K-9 PROGRAM - POLICE
020556	07/01/15	TLD01	TEDC	208.33	.00	208.33	000B507011	Economic Devel
020557	07/01/15	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B507011	PROF SVCS - FIRE DEPT
020558	07/01/15	WHI05	WHITE GLOVE CLEANING SERV	3115.00	.00	3115.00	000B507011	JANITORIAL SVCS-
020595	07/07/15	3CO00	3CORE, INC.	5500.00	.00	5500.00	2015-0701	3CORE/ECONOMIC DEVELOPMEN
020596	07/07/15	CAL10	CPCA	315.00	.00	315.00	150520	ASSOCIATION DUES - POLICE
020597	07/07/15	RED01	RED BLUFF DAILY NEWS	192.75	.00	192.75	150701	COMMUNICATIONS / GEN CITY
020598	07/07/15	SEV00	SEVERN TRENT ENVIRONMENTA	52949.90	.00	52949.90	2079724	PRETREATMENT PROGRAM / SE
020599	07/07/15	SYS01	SYSTEM EXCHANGE CORP.	3480.00	.00	3480.00	P41SEP163	CletsUserFees Policedispa

Cash Account Total.....: 77448.31

Total Disbursements.....: 77448.31

=====

Date.: Jul 8, 2015  
 Time.: 3:49 pm  
 Run by: PALA CANTRELL

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
DTG ELECTRIC	13041 YANA TR.	YANKEE HILL, CA 95965	GALLICK	DANIEL ELECTRICAL CONTRACTOR	06/24/15	(530)321-6233
PERIMETER CONTROL FI 2551	SHASTA VIEW DR.	REDDING, CA 96002	LENZ	JEREMIA FIRE PREVENTION	06/19/15	(530)440-0493
STIMPEL-WIEBELLHAUS		REDDING, CA 96049	HARMON	CORKEY GENERAL CONTRACTOR	06/24/15	(530)223-6605
THERESA FODGE	4001 COUNTY RD. F	ORLAND, CA 95963	FODGE	THERESA TRANSPORTING AUTOS	06/24/15	(530)864-6784
WEST END PHARMACY	965 HIGHWAY 99W	CORNING, CA 96021	IHEKWOEME	FELIX PHARMACY	07/07/15	(707)599-9333

7/6/2015  
9:07:50AM

**CITY OF CORNING**  
**PERMITS ISSUED (sort by Permit #)**  
**For the Period 6/1/2015 thru 6/30/2015**

Owner and Address	Parcel Number	Issued On	Valuation
J. A. SUTHERLAND INC. 2189 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> ADD ELECT. PREP LINE	7114036  <b>Site Street Address:</b> 2189 SOLANO ST	6/4/2015	1,000.00
DOLLAR GENERAL 530 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> ANCHORING OF RETAIL SHELVING	7301040  <b>Site Street Address:</b> 530 SOLANO ST	6/15/2015	5,500.00
LORENZO MARTINEZ 651 FRIPP AVE CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7322045  <b>Site Street Address:</b> 651 FRIPP AVE	6/2/2015	13,000.00
DAVID HERRERA 1408 SIXTH AVE CORNING CA 96021 <b>Permit Description:</b> C/O HVAC @ ADD DUCTING	7126301  <b>Site Street Address:</b> 1408 SIXTH AVE	6/1/2015	11,000.00
ERIN DYPVIK 1840 HWY 99 W CORNING CA 96021 <b>Permit Description:</b> C/O ELECT. SUB PANEL	6925021  <b>Site Street Address:</b> 1840 HWY 99 W	6/1/2015	1,100.00
CRISTAL CECENAS 520 CHESTNUT ST CORNING CA 96021 <b>Permit Description:</b> INSTALL 6' BACK & 4' FRONT FENCE	7311208  <b>Site Street Address:</b> 520 CHESTNUT ST	6/3/2015	400.00
SAM TREAT 1372 FOURTH AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7127220  <b>Site Street Address:</b> 1372 FOURTH AVE	6/4/2015	5,770.00

**CITY OF CORNING**  
**PERMITS ISSUED (sort by Permit #)**  
**For the Period 6/1/2015 thru 6/30/2015**

Owner and Address	Parcel Number	Issued On	Valuation
<b>CRISTAL CECENAS</b> 520 CHESTNUT ST CORNING CA 96021 <b>Permit Description:</b> REPLACE WATER MAIN	7311208  <b>Site Street Address:</b> 520 CHESTNUT ST	6/4/2015	100.00
<b>T. A. TRAVEL CENTERS</b> 3524 S HWY 99W SHOP OFFICE CORNING CA 96021 <b>Permit Description:</b> C/O HVAC UNIT	8709042  <b>Site Street Address:</b> 3524 S HWY 99W SHOP OFFICE	6/25/2015	2,415.00
<b>NENA MADISON</b> 220 HOUGHTON AVE CORNING CA 96021 <b>Permit Description:</b> C/O FURNACE	7102014  <b>Site Street Address:</b> 220 HOUGHTON AVE	6/11/2015	2,000.00
<b>CYNTHIA STRONG</b> 1603 BUTTE ST CORNING CA 96021 <b>Permit Description:</b> ADD SPLIT MINI A/C UNIT	7110205  <b>Site Street Address:</b> 1603 BUTTE ST	6/15/2015	8,000.00
<b>LESA LANE</b> 1203 BUTTE ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7111403  <b>Site Street Address:</b> 1203 BUTTE ST	6/8/2015	8,800.00
<b>LEONARDO TAPIA</b> 702 FIRST ST CORNING CA 96021 <b>Permit Description:</b> CONVERT WALK IN CLOSET TO BATH	7306307  <b>Site Street Address:</b> 702 FIRST ST	6/8/2015	4,000.00
<b>ABSALON ROMO</b> 1341 SIXTH AVE CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7124203  <b>Site Street Address:</b> 1341 SIXTH AVE	6/9/2015	1,320.00
<b>KOBIDAVIDSON</b> 420 EAST ST CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7303405  <b>Site Street Address:</b> 420 EAST ST	6/10/2015	12,641.00

7/6/2015  
9:07:50AM

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 6/1/2015 thru 6/30/2015

Owner and Address	Parcel Number	Issued On	Valuation
ANGELICA GUTIEREZ 2059 BLOSSOM AVE CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7120509 <b>Site Street Address:</b> 2059 BLOSSOM AVE	6/15/2015	17,343.81
DAN CRAMP 919 WALNUT ST CORNING CA 96021 <b>Permit Description:</b> EAST SIDE YARD FENCE	7313201 <b>Site Street Address:</b> 919 WALNUT ST	6/11/2015	500.00
ROBERT JONES 516 HOUGHTON AVE CORNING CA 96021 <b>Permit Description:</b> C/O AC COIL & CONDENSOR	7107413 <b>Site Street Address:</b> 516 HOUGHTON AVE	6/12/2015	7,593.00
RICK THORTON 1644 RICE AVE CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7116204 <b>Site Street Address:</b> 1644 RICE AVE	6/15/2015	6,321.00
JUAN CHAVEZ 712 BEECH WAY CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7314202 <b>Site Street Address:</b> 712 BEECH WAY	6/15/2015	7,470.00
AMADOR RODRIQUEZ 1055 McDONALD CT CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7323033 <b>Site Street Address:</b> 1055 McDONALD CT	6/15/2015	12,641.00
BARTOLOME MENDOZA 402 RIO VISTA CT CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7135038 <b>Site Street Address:</b> 402 RIO VISTA CT	6/17/2015	3,438.00
ARTEMIO ARCE 1510 ALGER ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7122607 <b>Site Street Address:</b> 1510 ALGER ST.	6/23/2015	3,000.00

7/6/2015  
9:07:50AM

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 6/1/2015 thru 6/30/2015

Owner and Address	Parcel Number	Issued On	Valuation
RICH ALLEN 616 SOUTH ST CORNING CA 96021 <b>Permit Description:</b> UPGRADE ELECT. SERVICE	7307408 <b>Site Street Address:</b> 616 SOUTH ST	6/23/2015	1,500.00
GARY STRACK 1620 COLUSA ST CORNING CA 96021 <b>Permit Description:</b> REROOF GARAGE & C/O FURNACE	7104210 <b>Site Street Address:</b> 1620 COLUSA ST	6/30/2015	12,000.00
MARIA ARREOLA 1754 SCOTT AVE CORNING CA 96021 <b>Permit Description:</b> REWIRE EVAPERATIVE COOLER	7119222 <b>Site Street Address:</b> 1754 SCOTT AVE	6/23/2015	250.00
HECTOR MARISCAL 530 TOOMES AVE. CORNING CA 96021 <b>Permit Description:</b> ADD ROOF MOUNT SOLAR	7106239 <b>Site Street Address:</b> 530 TOOMES AVE.	6/29/2015	5,171.00
CITY OF CORNING 774 THIRD ST CORNING CA 96021 <b>Permit Description:</b> ADD ELECT. OUTLETS	7113503 <b>Site Street Address:</b> 774 THIRD ST	6/29/2015	2,000.00
BELL CATER FOODS INC. 981 FIG LN. CORNING CA 96021 <b>Permit Description:</b> C/O 1000 AMP ELECT PANEL TO 2500 AMP	7326003 <b>Site Street Address:</b> 981 FIG LN.	6/30/2015	30,000.00

29 Permits Issued from 6/1/2015 Thru 6/30/2015 FOR A TOTAL VALUATION OF \$ 186,273.81

\*\*\* END OF REPORT \*\*\*

**CITY OF CORNING**

**JUNE 2015**

**TREASURERS REPORT**

<b>AGENCY</b>	<b>BALANCE</b>	<b>RATE</b>
LOCAL AGENCY INVESTMENT FUND	1,784,109.29	.26

Respectfully Submitted

Pala Cantrell  
City Treasurer

**RECEIVED**

JUL 01 2015

**CORNING CITY CLERK**

**CITY OF CORNING  
WASTEWATER OPERATION SUMMARY REPORT  
JUNE 2015**



**Severn Trent Services**  
25010 Gardiner Ferry Rd  
P.O. Box 230  
Corning, CA 96021  
United States

T: +1 530 824 5863  
F: +1 530 824 5769

[www.severntrentservices.com](http://www.severntrentservices.com)

Below is a summary of the Monthly Operations Report that will be available for City review on July 2015

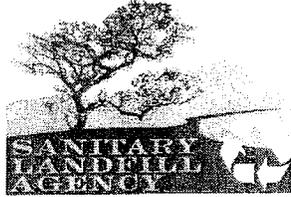
- 1) Completed monthly reports.
- 2) Performed weekly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Calibrated SO<sub>3</sub> analyzer
- 6) Staff meeting to discuss plant operations and issues.
- 7) Changed chart on So<sub>3</sub> analyzer.
- 8) Safety meeting.
- 9) Ordered new probe for SO<sub>3</sub> analyzer
- 10) Inspected eyewash and emergency showers.
- 11) Met with Charlie Wright and city staff to inspect broken concrete on aerators.
- 12) Cleaned So<sub>2</sub> pump.
- 13) Checked storm water discharge sites at WWTP and airport.
- 14) Cleaned trouble spots in collection system
- 15) Tested all chlorine and So<sub>2</sub> leak sensors.
- 16) Exercised lift station stand-by pump
- 17) Collected weekly receiving water and effluent samples for ammonia study
- 18) Exercised emergency generator.

- 19) Performed monthly Plant inspection
- 20) Checked all fire extinguishers.
- 21) Submitted monthly ESMR and DMR
- 22) Completed SSO no spill report.
- 23) Submitted annual storm water reports.
- 24) Installed new probe in SO3 analyzer.
- 25) Mowed lawns
- 26) Cleaned lift station probe
- 27) Worked with Christy Rose on new storm water permit
- 28) Held employee training on Pure Safety assignment and lab procedures

June 2015

Domestic Flow Monthly Average = 606,466 GPD

# TEHAMA COUNTY



May 29, 2015

## MEMORANDUM

**TO:** Honorable Members, Tehama City Council  
Honorable Members, Corning City Council

**FROM:** Kristina Miller, Agency Manager 

**Subject:** Consolidation of the Tehama County Sanitary Landfill Agency and the Tehama County/Red Bluff Landfill Management Agency

*JD*

As you are aware one of the goals for the Tehama County Sanitary Landfill Agency (JPA I) and the Tehama County/Red Bluff Landfill Management Agency (JPA II) this fiscal year is to research the possibility of consolidating the two agencies. Consolidation of the two agencies would create numerous efficiencies and reduce overall administration cost. Both JPA I and JPA II legal counsels support such a proposal. Informational presentations were given to all member cities and the County. At the April 7<sup>th</sup> Full Board meeting, the Full Board finalized its suggestions for the makeup of the consolidated JPA II. Below are highlights:

- Consolidates the roles of JPA I into JPA II. It does not make a JPA III.
- Renames JPA II as the Tehama County Solid Waste Management Agency. This better reflects the roles and responsibilities of the Agency currently and in the future. As society moves away from landfilling, it makes sense to change our name to reflect our purpose as solid waste managers.
- Board consists of 5 members each from the City of Red Bluff and the County, one member each for the City of Tehama and City of Corning, and one public member at-large. Grand total of 13 members.
- A quorum consists of at least seven members being present with at least three members being present from the City of Red Bluff and the County of Tehama. This adequately reflects the ownership of the Landfill.
- The Executive Committee consists of two members each from the city of Red Bluff and County, and one member each from the City of Corning and Tehama, for a total of six members.
- Full Board meetings will be held quarterly on the first Monday of the month at 8:30 a.m. The time and place of the Executive Committee (EC) meetings shall be as determined by the EC. I would suggest the location alternate between Red Bluff and Corning, as is the current practice for JPA I.

- Powers of the Executive Committee are described in Article V of the Amended and Restated Joint Powers Agreement Reconstituting the Tehama County/Red Bluff Landfill Management Agency as The Tehama County Solid Waste Management Agency. The role of the Executive Committee is expanded to make decisions regarding AB 939, household hazardous waste facility management, grants, as well as approve contracts up to \$35,000.
- All JPA I roles and responsibilities would become the responsibility of JPA II.

In order to consolidate the two JPA's a majority of the JPA I member Cities/County would have to pass a resolution for dissolution of JPA I. If approved, the consolidation will take effect July 1, 2015.

**RECOMMENDATION:**

- 1.) Approve the Resolution Terminating Membership in the Tehama County Sanitary Landfill Agency
- 2.) Approve the Resolution for the City Becoming a Member of the Tehama County Solid Waste Management Agency and Approving the Amended and Restated Joint Powers Agreement

CC: Bill Goodwin, Tehama County Chief Administrator  
Rick Crabtree, Red Bluff City Manager

**RESOLUTION NO.: 07-14-2015-01**

**A RESOLUTION OF THE CITY OF CORNING TERMINATING  
THE CITY OF CORNING'S MEMBERSHIP IN THE  
TEHAMA COUNTY SANITARY LANDFILL AGENCY**

**WHEREAS**, in 1989, by an undated agreement, the Cities of Red Bluff, Corning and Tehama and the County of Tehama entered into a joint powers agreement (hereinafter referred to as the "1989 Agreement") which created the Tehama County Sanitary Landfill Agency (referred to herein as "JPA I"), as a public entity separate and distinct from the member entities, for the purpose of funding the cost of administering and maintaining existing sanitary landfill site; and

**WHEREAS**, the City Council of the City of Corning duly adopted its resolution, Resolution No. 5-23-89-2, approving of the City's participation in joint powers agreement and as a member entity to the Tehama County Sanitary Landfill Agency; and

**WHEREAS**, the Cities of Red Bluff, Corning and Tehama and the County of Tehama (referred to herein as the "member entities") have collectively determined that with changes to the law, including but not limited to the adoption by the voters, of Proposition 218 which added Article XIII D to the California Constitution, the original intent and main purpose behind the formation of JPA, to create a regional entity that would impose parcel charges or other fees on residents and business as a means to pay for administering and maintaining the sanitary landfill sites that historically served the respective communities within Tehama County, is no longer necessary or a viable function of JPA I. Accordingly, the member entities have further determined that it is appropriate to terminate the 1989 Agreement and to transfer any remaining functions and any remaining funds to the Tehama County Solid Waste Management Agency (hereinafter referred to as JPA II), a joint powers agency separate and distinct from the Tehama County Sanitary Landfill Agency; and

**WHEREAS**, the City Council of the City of Corning, expressly concurs with the proposal to terminate JPA I as a separate and distinct public entity and to transfer any remaining functions and funds held by JPA I to JPA II.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Corning, that the City hereby approves of the termination of the joint powers agreement creating the Tehama County Sanitary Landfill Agency, which termination shall become effective upon (1) the adoption of resolutions by the Cities of Red Bluff, Corning and Tehama and by the County of Tehama, all concurring in and approving the termination of said joint powers agreement; and (2) the adoption by the Board of Directors of Tehama County Sanitary Landfill Agency transferring the funds of JPA I to JPA II and ordering termination of JPA I. Upon termination of said joint powers agreement, the joint powers agency known as the Tehama County Sanitary Landfill Agency (JPA I), shall be deemed terminated and all funds held by JPA I shall, notwithstanding any provision or requirement to the contrary, be transferred to JPA II. The funds transferred to JPA II are in recognition of JPA II assuming the duties, functions and obligations of JPA I, including JPA II assuming responsibility for all existing contracts made in the name of JPA I.

The foregoing Resolution was adopted by the City Council of the City of Corning on this 9<sup>th</sup> day of June, 2015, by the following vote:

**AYES:**

**NAYS:**

**ABSTAINING:**

**ABSENT:**

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

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 07-14-2015-01) was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 14<sup>th</sup> day of July, 2015 by the votes listed above.

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

**RESOLUTION NO.: 07-14-2015-02**

**A Resolution approving the City of Corning becoming a member  
of the Tehama County Solid Waste Management Agency  
and approving the Amended and Restated Joint Powers Agreement**

**WHEREAS**, on or about June 30, 1997, the County and the City of Red Bluff as co-owners of the solid waste landfill known as the Red Bluff-County of Tehama Landfill, entered into a joint powers agreement (hereinafter referred to as the "1997 Agreement") which created the Tehama County/Red Bluff Landfill Management Agency, as a joint powers agency (hereinafter referred to as "the JPA II") separate and distinct from the member entities. Pursuant to the 1997 Agreement JPA II was formed for the purpose of operating and exercising management oversight over the operation of the landfill and any contractors retained to operate same; and

**WHEREAS**, in 1989, the County, and the Cities of Red Bluff, Corning and Tehama, entered into a separate joint powers agreement (the "1989 Agreement") which created the Tehama County Sanitary Landfill Agency (hereinafter referred to as "JPA I") for the purpose of funding the cost of administering and maintaining existing sanitary landfill sites; and

**WHEREAS**, the parties to the 1989 Agreement have determined that it is appropriate to terminate the 1989 Agreement and to thereby terminate the existence of JPA I. In doing so the parties have collectively determined that the functions and any residual liabilities of JPA I should be assumed by JPA II and that the 1997 Agreement should be amended and restated so as to include the functions of JPA I and to add the Cities of Corning and Tehama as members of JPA II.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of Corning, that the City hereby approves the Amended and Restated Joint Powers Agreement to reconstitute the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency and further approving the City of Corning becoming a member of said Agency .

The foregoing Resolution was adopted by the City Council of the City of Corning on this 14<sup>th</sup> day of July, 2015, by the following vote:

**AYES:**

**NAYS:**

**ABSTAINING:**

**ABSENT:**

---

**Gary R. Strack, Mayor**

**ATTEST:**

---

**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 07-14-2015-02) was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 14<sup>th</sup> day of July, 2015 by the votes listed above.

---

**Lisa M. Linnet, City Clerk**

**AMENDED AND RESTATED JOINT POWERS AGREEMENT  
RECONSTITUTING THE TEHAMA COUNTY/RED BLUFF LANDFILL  
MANAGEMENT AGENCY AS THE TEHAMA COUNTY SOLID WASTE  
MANAGEMENT AGENCY**

This agreement is made and entered into by and between the County of Tehama (hereinafter "County"), the City of Red Bluff (hereinafter "Red Bluff"), City of Corning (hereinafter "Corning"), and City of Tehama (hereinafter "Tehama"), for the purpose of the parties joint participation in the management of solid waste services to be provided to and within their respective jurisdictions.

**RECITALS**

**WHEREAS**, the County and the City of Red Bluff are co-owners of the solid waste landfill more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Landfill"). A joint powers agreement (hereinafter referred to as the "Agreement") was executed by and between the County and the City of Red Bluff on or about June 30, 1997, which created the Tehama County/Red Bluff Landfill Management Agency, as a joint powers agency (hereinafter referred to as "the JPA II") formed and existing pursuant to the provisions of the Joint exercise of Powers Act (Government Code Sections 6500 et. seq.). Pursuant to the Agreement that JPA was formed for the purpose of operating and exercising management oversight over the operation of the Landfill and any contractors retained to operate same; and

**WHEREAS**, by an undated agreement, the County, and the Cities of Red Bluff, Corning and Tehama, entered into a separate joint powers agreement which created the Tehama County Sanitary Landfill Agency (hereinafter referred to as "JPA I") for the purpose of funding the cost of administering and maintaining existing sanitary landfill sites.....; and

**WHEREAS**, it is the desire of the parties to effectively combine the functions of the two aforesaid joint powers agencies, by amending the Agreement creating JPA II to add the Cities of Corning and Tehama as parties to said Agreement and members of JPA II. It is the further intent of the parties to consolidate the functions of the two joint powers agencies into the purposes and functions of JPA II. Finally, with the consolidation of the functions into JPA II, it is the intent of the parties to terminate the legal existence of JPA I; and

**WHEREAS**, in combining the functions of JPA I and JPA II, it is the intent that all of the funds and any assets of JPA I shall be transferred to JPA II, and thereafter JPA II shall be responsible for any legal obligations of JPA I that may survive the termination of the joint powers agreement that established JPA I and the termination of the existence of JPA I. The funds transferred from JPA I to JPA II shall be used first for the discharge of any pre-existing obligations of JPA I and thereafter any residual funds shall be used

for the discharge of the functions of JPA I assumed by JPA II with the consolidation of the two JPAs.

**WHEREAS**, each of the parties expressly represents and acknowledges that it desires to enter into an agreement with the other parties through which the four named entities will participate in the management of JPA II, in the manner set out in this Amended and Restated Agreement. The functions of JPA II shall, hereinafter include the operation or alternatively, oversight of the operation of the Landfill or such other sanitary landfills as JPA II may hereinafter acquire, including without limitation the oversight of any landfill operator, household hazardous waste facility management, Assembly Bill 939 compliance, Assembly Bill 341 compliance, solid waste, organics, recycling, and hazardous waste grant management, and the management of closure post-closure and corrective action responsibilities of all phases of the Tehama County/Red Bluff Landfill. In addition the joint powers agency shall serve as and be deemed to be and have the powers of a Regional Agency in and for the whole of Tehama County, as set out in the Public Resources Code, including without limitation to reduce the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facility, to diminish the responsibility of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, hazardous waste and recycling grants.

**WHEREAS**, the requirements for forming a Regional Agency as set forth in Public Resources Code 40975 have all been met as set forth in Exhibit B to this Amendment.

**NOW, THEREFORE, IT IS AGREED** by the four above named entities, each of which is acknowledged as a party to this agreement that that the joint powers agreement dated June 30, 1997, by and between the County and the City of Red Bluff is amended and restated as follows. This agreement shall supersede and replace the 1997 Agreement and any amendments thereto.

#### ARTICLE I CONTINUATION OF AND RENAMING OF JPA II

The joint powers agency as established by the aforesaid Agreement dated June 30, 1997, by and between the County and the City of Red Bluff shall continue in existence. Hereinafter said joint powers agency shall be known as the Tehama County Solid Waste Management Agency (hereinafter referred to as the "Joint Powers Agency" or "Agency" located at 19995 Plymire Rd. Red Bluff, CA 96080. The Agency shall be a public entity separate and distinct from the parties to this agreement. (See Gov Code Section 6503.5 and 6507)

ARTICLE II  
PURPOSE OF AGREEMENT

This agreement is for the purposes as set forth in the above recitals and as follows:

- A. Establishing a Regional Agency formed for the purpose of reducing the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facilities, to coordinate efforts of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, organics, hazardous waste and recycling grants, and all other powers granted Regional Agencies by the Public Resources Code, in and for the whole of Tehama County.
- B. Operating or having management oversight over the operations of the Landfill owned by the City of Red Bluff and County, and any other solid waste facilities hereinafter acquired by the Agency, together with oversight over and management of any contracts and contractors doing business with the Agency. In addition the Agency shall have the right to operate the landfill and any solid waste facility when deemed appropriate by the Agency and to ensure compliance with all laws imposed upon landfills, landfill operators, and owners of landfills.
- C. Funding, in whole or in part, the cost of administering and maintaining existing sanitary landfill sites, the funding of costs which will be incurred during closure, post-closure, and corrective action of existing sanitary landfill sites, and funding costs necessary to purchase, open and administer future landfill sites.

ARTICLE III  
TERM

This agreement shall become effective as of the date of the execution by all parties and shall continue in full force and effect until terminated in accordance with the provisions set forth below.

ARTICLE IV  
BOARD OF DIRECTORS AND OTHER DESIGNATE OFFICERS

**BOARD OF DIRECTORS**

The Board of Directors of the Tehama County Solid Waste Management Agency shall consist of thirteen (13) members, five (5) members from the County of Tehama, five (5) members of the City of Red Bluff, one (1) member from the City of Tehama, one (1)

member from the City of Corning, and one (1) public member at-large. The members of the City of Corning, and City of Tehama shall be an incumbent member of the City Council, the members representing the City of Red Bluff shall be the five incumbent members of the Red Bluff City Council, and the members representing the County shall be the five incumbent members of the Board of Supervisors.

The Board of Directors of the Tehama County Solid Waste Management Agency shall be organized as follows:

- A. The Board of Directors shall elect a chair and vice-chair from its members for a term determined by the board.
- B. The Board of Directors shall appoint a secretary to serve at the pleasure of the Board. The secretary need not be a member of the Board.
- C. The Board may adopt such by-laws as are deemed necessary for the conduct of its affairs and the affairs of the Agency, The Board may from time-to-time adopt such rules and regulations for the conduct of its meetings and affairs as may be required. Any by-laws or rules and regulations adopted by the Agency may be adopted, amended, or revoked at any time by a supermajority of the board which shall consist of the affirmative vote of nine or more members of the Board.
- D. The Board shall adopt rules and/or regulations for the conduct of the meetings of the Executive Committee as hereinafter provided for. The Board may also delegate authority to the Executive Committee to act on behalf of the Agency, including approval of any contracts, the amount or limits on which shall be as set forth in Article V.
- E. The Board may, with the exception of the adoption of by-laws, rules and regulations and the appointment of the Executive Committee, take such action by a majority vote of the members of the board as is necessary to carry out the duties of the board. A quorum of the board shall consist of not less than seven members with at least three members each being present from the County Board of Supervisors and the Red Bluff City Council.
- F. The Board shall be solely responsible for and shall annually adopt a budget for the Agency. In addition, the Board shall, consistent with the provision of state law, have the authority to adopt such ordinances and policies with regard to the use of the solid waste facilities owned and/or managed by the Agency or such other matters as may be within the authority of the Agency.

#### OTHER DESIGNATE OFFICERS

- A. The County Treasury of the County is hereby designated as the depository of the Tehama County Solid Waste Management Agency. The Treasurer is designated as the depository of the Tehama County Solid Waste Management Agency, to have custody of all the money of the Agency, from whatever source, and as such, shall have the powers, duties and responsibilities specified in Government Code Section 6505.5.
- B. The County Auditor of the County is hereby designated as controller of the Agency, and as such, shall have the powers, duties and responsibilities in Government Code Section 6505.5.

- C. The charges to be made against the Agency, for the services of the treasurer and the controller shall be subject to the approval of the Full Board.
- D. The treasurer and controller of the Tehama County Solid Waste Management Agency are designated as the public officers or persons who have charge of, handle, or have access to any property of the Agency. This requirement may be satisfied by the Official Bond of such officer obtained in connection with their offices as County Treasurer and County Auditor, respectively.

## ARTICLE V

### EXECUTIVE COMMITTEE AND POWERS OF THE EXECUTIVE COMMITTEE

#### EXECUTIVE COMMITTEE

The Executive Committee of the Tehama County Solid Waste Management Agency shall consist of two directors each from the City of Red Bluff and the County of Tehama, and one director each from and appointed by the governing body of the City of Corning and City of Tehama. Each director shall serve at the pleasure of the governing body of the appointing party. All meetings of the Executive Committee shall be conducted in compliance with the Brown Act (Government Code Section 54950 et. seq.).

#### POWERS OF THE EXECUTIVE COMMITTEE

The Agency Board has delegated the following powers to the Executive Committee:

- A. To assure compliance with, and enforcement of, all laws and regulations imposed upon the operation of the landfill.
- B. Administer all contracts associated with the landfill, household hazardous waste facilities, and recycling facilities including but not limited to daily operations, closure/post-closure, or development of new phases, etc.
- C. Administer all state mandated Assembly Bill 939 and Assembly Bill 341 programs including, but not limited to, Source Reduction and Recycling Element, and Household Hazardous Waste Element programs.
- D. Review and Approve the Five-Year Regional Agency Integrated Waste Management Plan.
- E. Administer the Tehama County Recycling Market Development Zone
- F. Ensure the filing of all reports, and processing of permits as required by regulatory agencies.
- G. Approve the payment of the warrant register and claims on behalf of the Agency

- H. Implement the "Zero Fee Schedule" upon adoption of a finding by a unanimous vote of the Executive Committee that a disaster that threatens public health or safety has occurred.
- I. Maintain Agency funds and accounts as may be required by good accounting practices and to coordinate the annual audit.
- J. Approve and administer contracts and change orders with an annual amount up to \$35,000.00.
- K. Approve grant resolutions and grant-funded agreements with an Agency hard match of less than \$25,000.00.

A quorum of the Executive Committee shall consist of not less than four (4) members being present. An affirmative vote of at least a majority of the total voting membership of the Agency shall be required to carry a motion.

#### ARTICLE VI MEETINGS

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Board of Directors of the Agency shall meet not less than once each calendar quarter. The meeting shall be held at the hour of 8:30 a.m. on the first Monday of each calendar quarter at the Tehama County Board of Supervisors Chambers.

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Executive Committee of the Agency shall meet once each calendar month in months the Full Board does not meet. The time and place of the meeting shall be as determined by the Executive Committee immediately following their appointment and shall be evidenced by the adoption of a resolution of the Executive Committee so as to establish a regular meeting schedule and location (in compliance with the Brown Act).

#### ARTICLE VII AGENCY POWERS

The Board of Directors of the Tehama County Solid Waste Management Agency shall have the following powers:

- A. to prescribe, set the amount of, revise, and collect tipping fees at the landfill gate to pay the cost for services and facilities, whether within or without its territorial limits, in connection with its sanitation needs. The revenues derived therefrom shall be used only for the acquisition, construction, reconstruction,

maintenance and operation of its sanitation facilities and needs, and all powers described in Article VII of this agreement;

- B. to receive and operate from funds, revenues or assessments properly levied by the Agency, or by the Board of Supervisors of Tehama County or by Red Bluff, Corning, or Tehama. The Board shall determine the solid waste services and activities in which it shall be engaged for the benefit for the Agency. The Agency may determine that some services and duties in the solid waste field should be performed by the individual parties, rather than by the Agency. The Board shall have other powers and duties as are granted and prescribed by Division 5, Part 3, Chapter 6, Article IV of the California Health and Safety Code commencing with section 5470, and all other applicable codes and laws. The powers and duties referred to herein include the rights of the Agency to appoint or contract with such agents including governmental bodies as agents, which are a member of the Agency, to carry out the powers and duties that are designated herein;
- C. to act as and be considered as and have all powers of a Regional Agency as provided in PRC Section 40970 et seq., and to perform all tasks authorized to be performed as a Regional Agency as set forth in the PRC for the whole of Tehama County;
- D. to monitor the operations of the Tehama County/Red Bluff Landfill and take such action as is necessary to enforce compliance by the contract Landfill operator, if any, with the terms of the Landfill operating contract between the Agency and the contract landfill operator, if any, on the other;
- E. to comply with and enforce all laws imposed upon the operation of the Landfill;
- F. to manage the Landfill including the closure, post-closure, and corrective action of any phases thereof and the opening of new phases, if any;
- G. to purchase property for Landfill expansion or buffer or for such other solid waste facilities and related purposes as may be determined necessary and appropriate;
- H. to take such action as is necessary to comply with all laws required of owners and operators of a solid waste landfill;
- I. to fund and update all state mandated programs, including, but not limited to, the source reduction and recycling element, household hazardous waste element, monitor and report to member jurisdictions and to the state and to its appropriate agencies for compliance with the California Integrated Waste Management Act of 1989;
- J. to apply for and manage solid waste, recycling, organics, and hazardous waste grants on behalf of its member jurisdictions.
- K. to hire as employees, or otherwise, such personnel as shall be necessary to carry out the powers and purposes of this joint powers agency and to prescribe the duties and the compensation for such personnel from Agency funds;
- L. to rent and or purchase facilities, supplies, and equipment as needed;
- M. to enter into contracts;
- N. to incur debt provided that any such debt shall not become the debt or liability of any party to this agreement;

- O. to assume the assets of and from JPA I;
- P. to assume the existing lawful functions, duties and liabilities of JPA I, including but not limited to assuming responsibilities and obligations under all existing contracts that JPA I is a party to;
- Q. to sue and to be sued; and
- R. to do all acts necessary to carry out the powers and purpose set forth in this agreement for the whole of Tehama County.

The powers and duties referred to herein include the right of the Agency to appoint such agents, including such government entities which are members of the Agency to carry out the powers and duties designated herein.

In exercising the powers granted under this Agreement and in the conduct of all business of the Agency, the Agency shall be subject to the restrictions upon the manner of exercising the power that applies to the County of Tehama under California Law.

#### ARTICLE VIII HOLD HARMLESS AND INDEMNIFICATION

No party hereto or its officers and employees shall be deemed to be liable for the negligent act of the Agency or of any other party hereto. To the extent permitted by law the Agency shall indemnify, hold harmless and defend each of the parties, their officers and employees from any liability, claims, demands of any nature whatsoever arising from the acts or omissions of the Agency and shall pay all claims, awards, damages, judgments and costs, including without limitation attorney's fees incurred by any party to this Agreement arising from acts or omissions of the Agency.

The members of the Board of Directors, all officers, employees, and legal advisors of the Agency shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Agency they use ordinary care and diligence.

Pursuant to provisions of the California Tort Claims Act (Government Code Section 810 *et. Seq.*), the Agency shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Agency (including, but not limited to, staff from any member entity that performs any service or function or provides any advice to the Agency on Agency business), from all claims, demands and lawsuits that may be filed against any such persons stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Agency.

ARTICLE IX  
DEBTS AND LIABILITIES OF THE SOLID WASTE AGENCY

The debts, liabilities and obligations of the Tehama County Solid Waste Management Agency shall not be obligations of and shall not be binding on the parties to this agreement. The Agency shall hold each of the parties to this agreement free and harmless from, defend and indemnify them against any claims of liability or damage arising from activities of the Agency. Should any debt, liability or obligation of the Agency not be waived or allowed payable through assets of the Agency, the parties to this agreement shall each not be liable therefor except as may be required by law.

ARTICLE X  
ACCOUNTS AND REPORTS

The Tehama County Solid Waste Management Agency shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Agency shall be open to inspection at all reasonable times by all parties to this Agreement and their representatives. The Agency shall give an audited, written report of all financial activities for each fiscal year to the County and to the City within 270 days after the close of each fiscal year.

The Agency shall either make or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Agency, in each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under the California Government Standards. When such an audit of an account or records is made by a certified public accountant or public accountant, a report thereof shall be filed as public record with the County and the City. Such report shall be filed within 270 days of the end of the fiscal year under examination.

Any costs of the audit, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this section shall be borne by the Agency and shall be a charge against the encumbered funds of the Agency available for the purpose.

ARTICLE XI  
TERMINATION

This agreement shall remain in full force and effect until such time as a majority of the parties thereto agree upon termination thereof. Any party to the Joint Powers Agreement shall have the right to terminate its membership and withdraw from the Agency at any time by resolution of its legislative body, delivered to the Agency. Said withdrawal shall be effective on the date on which the Agency takes action to accept the withdrawal but not sooner than 90 days following the receipt of the notice of termination being delivered to the then Agency Chair or Secretary. Acceptance of withdrawal may occur upon the concurrence of the withdrawal by one half of the members of the Board of Directors. Said

action by the Agency shall not be unduly delayed or withheld provided the withdrawing party complies with the provisions of this Article XI. The withdrawal of the City of Red Bluff and/or the County of Tehama to this agreement shall act to terminate this agreement. Withdrawal of the City of Tehama and/or the City of Corning shall not terminate this agreement. The date of termination shall be the date upon the resolution accepting the withdrawal is adopted.

Upon termination of this agreement, any assets in the possession of the Agency after payment of all liabilities, costs, expenses and charges incurred under this agreement shall be returned, sold, donated, or otherwise disposed of only by subsequent agreement between the parties hereto. As co-owners of the Tehama County/Red Bluff Landfill all remaining assets shall be the property of the City of Red Bluff and the County of Tehama. Any other assets or funds in the possession of the Agency after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the date of termination. If the funds are derived from sources other than the contributions from the member entities, to the extent that such funds are otherwise eligible to be distributed to the member entities then such funds shall be distributed according to a formula based on the population within the respective jurisdictions for the Cities and the County.

Upon termination of this agreement, each individual jurisdiction will be responsible for implementing the requirements of Article 1 (commencing with Section 41780) of Chapter 6 of the California Public Resources Code.

IN WITNESS HEREOF, the undersigned public agencies of the State of California have executed this Agreement by the adoption of a Resolution.

COUNTY OF TEHAMA

CITY OF RED BLUFF

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Mayor, City of Red Bluff

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
Resolution Number

CITY OF CORNING

CITY OF TEHAMA

---

Mayor, City of Corning

---

Mayor, City of Tehama

---

Resolution Number

---

Resolution Number

## EXHIBIT B

The requirements for forming a Regional Agency as set forth in PRC Section 40975 have all been met as set forth herein:

### 1. Listing of Cities and Counties

- a. County of Tehama
- b. City of Red Bluff
- c. City of Corning
- d. City of Tehama

### 2. Civil Penalties

The allocation of civil penalties, pursuant to PRC Section 41813 and 41850 may be imposed against the Regional Agency. Consistent with PRC Section 40974, the total amount of civil penalties which may be imposed against the Regional Agency is equivalent to that amount which is the sum of the penalties which may be imposed against the County of Tehama, the City of Red Bluff, the City of Corning, and the City of Tehama. Pursuant to PRC Section 40974, civil penalties as against the Regional Agency are apportioned among the member agencies base on each agency's percentage contribution to the previous twelve (12) months of total disposal.

### 3. Contingency Plan

In the event this Regional Agency is abolished, Tehama County, Red Bluff, Corning, and Tehama, each agree to assume responsibility independently for the requirements of PRC Section 40900 et seq. (Integrated Waste Management Plans) generally, and waste diversion (PRC Section 41780 et seq.); specifically that each entity shall independently agree to implement the programs as described and specified in the approved AB 939, HHWIE, and SRRE plans previously submitted by the entities.

### 4. Waste Diversion Responsibilities and Duties of Parties

Tehama County, Red Bluff, Corning, and Tehama have prepared waste diversion plans that they intend to implement through this Regional Agency. Specifically, the entities agree that they will implement the programs as described and specified in the AB 939, HHWIE, and SRRE approved plans previously submitted by the entities.

### 5. Description of Source Reduction, Recycling, and Composting Programs

The Regional Agency shall implement the programs as described in the source reduction, recycling, compost, special waste and education/public information components of the Source Reduction and Recycling Element; and the selected programs of the Household Hazardous Waste Element; Non-Disposal Facility Element and the Siting Element that were previously submitted to the Board by the member agencies.

EXHIBIT "A"

All that real property situated in the County of Tehama, State of California, described as follows:

APN 024-010-59-1

That portion of Parcel B of Parcel Map No. 91-15, as shown on the map filed in Tehama County Recorder's office, February 9, 1996 in Book 11 of Parcel Maps at pages 92 and 93 (being a portion of Section 14, Township 27 North, Range 4 West, M.D.M). more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel B,  
THENCE, along the Westerly Line of said Parcel B, South 0° 04' 56" East,  
370.08 feet;  
THENCE, South 89° 43' 30" East, 300.00 feet;  
THENCE, parallel with Westerly Line of said Parcel B, North 0° 04' 56" West, 277.88 feet to the Northeasterly Line of said Parcel B;  
THENCE, along said Northeasterly Line, North 72° 40' 19" West, 314.39 feet to the POINT OF BEGINNING.

APN 024-010-60-1

That portion of Parcel C of Parcel Map No. 91-15, as shown on the map filed in the Tehama County Recorder's Office, February 9, 1996 in Book 11 of Parcel Maps at pages 92 and 93 (being a portion of Section 14, Township 27 North, Range 4 West, M.D.M), more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel C,  
THENCE, along the Northerly Line of said Parcel C, South 89° 36" 44" East 300.00 feet;  
THENCE, parallel with the Westerly Line of said Parcel C, South 0° 04' 56" East, 1351.44 feet to the Southwesterly Line of said Parcel C:  
THENCE, along said Southwesterly Line, North 72° 40' 19" West 314.39 feet to the Westerly Line of said Parcel C  
THENCE, along said Westerly Line, North 0° 04" 56" West, 1259.83 feet to the POINT OF BEGINNING

APN 024-010-64-1

That portion of the Southeast Quarter of Section 15, Township 27 North, Range 4 West, M.D.M., more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 15, thence, along the Easterly Line of said Section 15, South 0° 04' 56" East, 2659.83 feet the Northeast Corner of said Southeast Quarter, being the POINT OF BEGINNING;

THENCE, along the Northerly Line of said Southeast Quarter, North 88° 42' 47" West, 1600.00 feet;

THENCE, parallel with the Easterly Line of said Southeast Quarter, South 0° 04' 56" East 300.00 feet;

THENCE, parallel with the Northerly Line of said Southeast Quarter, South 88° 42' 47" East, 1600.00 feet to the Easterly Line of said Southeast Quarter;

THENCE, along said Easterly Line, North 0° 04' 56" West, 300.00 feet to the POINT OF BEGINNING.

APN: 024-010-04-1

An undivided  $\frac{1}{2}$  interest in the West 60.00 feet of the East 120.00 feet of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 15, Township 27 North, Range 4 West, M.D.B&M.

EXCEPTING AND RESERVING THEREFROM all of said land described herein, all oil, gas, minerals, carbons, hydrocarbons and all kindred substances, but without right of surface entry to a depth of 500 feet below the present surface of the ground.

**ITEM NO.: I-10  
APPROVE AMENDMENT TO  
EXISTING AGREEMENT FOR  
CITY ATTORNEY SERVICES**

**JULY 14, 2015**

**TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS**

**FROM: JOHN L. BREWER, AICP; CITY MANAGER  
JODY BURGESS, CITY ATTORNEY**



**BACKGROUND:**

Before you is a First Amendment to City of Corning Agreement For City Attorney Legal Services (hereinafter "Agreement"). The Amendment is necessary to allow Jody Burgess to continue performing the City Attorney Services as he has in the past, but with his new law firm, Burgess & Bogener, Inc.

On July 1, 2015, Jody Burgess separated from the law firm of Maire, Burgess & Deedon (now known as Maire & Deedon). Mr. Burgess maintains good ties with his past firm and merely separated to start a practice focusing in real property, business and municipal law. The new firm will consist of Jody Burgess (attorney), Collin Bogener (attorney), Larry Moss (associated counsel), Michael Fitzpatrick (associated counsel), Mary Simonsen (paralegal), and Patty Payne (secretary), which is the same team (excluding Mr. Moss) that the City has come to know in working with Mr. Burgess. By amending the Agreement as proposed, it allows the City to substitute Maire & Burgess as the firm providing City Attorney services to Burgess & Bogener, Inc., which allows Mr. Burgess to continue as he has under the same terms, indemnity, and payment obligations as set forth in the underlying agreement, which renewed for an additional 12 months on July 1, 2015.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE ATTACHED AMENDMENT TO THE LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF CORNING AND MAIRE AND BURGESS AND APPOINT THE LAW FIRM OF BURGESS & BOGENER, INC. AS CORNING'S CITY ATTORNEY EFFECTIVE JULY 1, 2015.**

EXHIBIT "A"

**CITY OF CORNING  
AGREEMENT FOR  
CITY ATTORNEY LEGAL SERVICES**

THIS AGREEMENT, made and entered into this 25th day of June, 2013, is by and between the City of Corning, hereinafter referred to as "CITY" and MAIRE and BURGESS, a law partnership, hereinafter referred to as "MAIRE AND BURGESS".

**RECITALS**

**WHEREAS, CITY** desires to use the professional services of qualified persons to perform the duties and responsibilities of City Attorney for the City of Corning; and

**WHEREAS, MAIRE AND BURGESS** as a law firm in private practice wishes to provide legal services to CITY and will do so on a part-time basis;

**WHEREAS, MAIRE AND BURGESS** is willing to provide the primary legal services required by CITY (other than services requiring outside specialized counsel);

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties agree as follows:

**SERVICES:**

**MAIRE AND BURGESS** will be the provider to the **CITY** of professional, administrative, and managerial services required to perform the duties and responsibilities of the Office of City Attorney to the satisfaction of the **CITY**, as set forth below. Such services shall include, but not be limited to the following:

To exercise the powers, have the privileges and immunities, and to perform the functions and duties of City Attorney as set forth and enumerated in the laws of the State of California and the ordinances of the CITY. The primary duties include managing the legal affairs of the CITY, working with the City Manager and department heads in addressing the legal issues related to City business, reviewing all City contracts, assisting in the preparation of City ordinances and resolutions, monitoring the administration of claims being handled by City claims administrators, advising the City Council on legal matters, engaging in preventive law to avoid City liability for its activities, participating in activities which promote projects designed to improve City government and representing the City in court on issues which don't require the involvement of outside specialized legal counsel. **MAIRE AND BURGESS**, or a designee, will attend those regular City Council meetings (those meetings held on the 2nd and 4th Tuesdays of each month) of the **CITY**.

**MAIRE AND BURGESS** will represent the **CITY** in litigation before the local and appellate courts on all matters within their expertise. Outside legal counsel may still be engaged at **CITY** expense, separate and apart from this agreement, when, in the judgment of **MAIRE AND BURGESS** the matter being handled is beyond the expertise of retained counsel or, for other reasons, specialized counsel is needed.

**WORK DAYS AND HOURS:**

As legal needs are presented, **MAIRE AND BURGESS** will work on projects for the City of Corning and such work will be performed at various locations in City Hall, in **MAIRE AND BURGESS**'s private offices, in court as required and in other locations appropriate to the tasks being performed. **MAIRE AND BURGESS** will use best efforts to be available on a daily basis throughout the work week to respond to legal issues as they arise. The actual amount of time required will vary from time to time depending on the projects and assignments which arise.

**REPORTING RELATIONSHIP:**

**MAIRE AND BURGESS** shall report directly to the City Council.

**COMPENSATION:**

**CITY**, for and in consideration of the promises, covenants, conditions and stipulations set forth herein, hereby agrees to provide, as total compensation to **MAIRE AND BURGESS**, the following:

**Compensation:** **MAIRE AND BURGESS** will be paid the following amounts:  
\$5500.00 as monthly compensation; and  
\$25.00 for administrative expenses (set forth below) monthly; and  
\$120.00 per hour for litigation time in excess of 100 hours during the contract term (fiscal year).

Compensation as agreed shall be made monthly without submission of an invoice except for reimbursable costs.

Travel to and from activities for **CITY** other than regular Council meetings will be charged to **CITY** at the then current IRS rate per mile.

**Retirement:** **MAIRE AND BURGESS** shall not receive PERS entitlements or other retirement benefits.

**REIMBURSEMENT OF EXPENSES:**

**MAIRE AND BURGESS** shall be entitled to the same reimbursement for lodging, meals and other out-of-pocket expenses incurred during travel on **CITY** business as authorized for employees of the **CITY** while traveling on **CITY** business. **CITY** will reimburse the **MAIRE AND BURGESS** the sum of \$25.00 per month for administrative expenses (telephone, stationary, computer research costs, etc.) incurred on behalf of **CITY**. **MAIRE AND BURGESS** shall be entitled to attend at **CITY** expense continuing education classes and events subject to whatever budget constraints are in place annually.

**TERM:**

This agreement shall be for a period of time beginning on **July 1, 2013** and ending on **June 30, 2014** and **extends automatically from fiscal year to year** thereafter on the same terms and conditions as in the last fiscal year included above unless either party provides the other with notice of termination or a requested adjustment. Either party may terminate this Agreement at-will by providing the other party not less than sixty (60) calendar days written notice of termination. The termination shall become effective upon the 60<sup>th</sup> or later designated day following delivery of written notice thereof. **MAIRE AND BURGESS** shall be compensated for all services performed to the effective date of termination.

**PERFORMANCE STANDARDS:**

**MAIRE AND BURGESS** agree that they will at all times faithfully, industriously, and to the best of their ability, experience and talent, perform all of the duties and functions that may be required of or from them pursuant to all terms of this Agreement in a manner reasonably satisfactory to the CITY, and in accordance with the standards reasonably expected of professional persons so engaged.

**MALPRACTICE INSURANCE:**

**MAIRE AND BURGESS** shall provide errors and omissions insurance which extends coverage to CITY and proof of coverage shall be placed on file with CITY. The cost of such policy shall be solely borne by **MAIRE AND BURGESS** unless there are added costs to provide coverage to CITY. Notwithstanding the obligation of **MAIRE AND BURGESS** to provide malpractice coverage for work performed for CITY, CITY will protect, defend and indemnify **MAIRE AND BURGESS** against any and all liability, expenses, costs and damages arising out of litigation filed against them arising out of the work they do for the CITY. Should **MAIRE AND BURGESS** be named as a party and/or required to appear as a witness in any such litigation, CITY will protect, defend and indemnify **MAIRE AND BURGESS** against any and all expenses, costs, liability and damages they may incur in connection therewith.

**ATTORNEY AS INDEPENDENT CONTRACTOR:**

It is understood that **MAIRE AND BURGESS** is an independent contractor and not an employee of CITY.

**ENTIRE AGREEMENT; MODIFICATION:**

This Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations other than those contained herein. No modification, alteration, or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto. Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

a. **To CITY:**  
**John Brewer, City Manager**  
City of Corning  
794 Third Street  
Corning, CA 96021

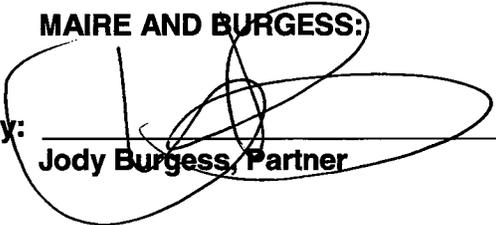
b. **To MAIRE AND BURGESS:**  
**Maire & Burgess**  
Attorneys at Law  
2851 Park Marina Drive, Suite 300  
Redding, CA 96001

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

**CITY OF CORNING:**

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

**MAIRE AND BURGESS:**

By:   
\_\_\_\_\_  
**Jody Burgess, Partner**

**Approved as to form and content:**

  
\_\_\_\_\_  
**Michael C. Fitzpatrick, City Attorney**

**Attest:**

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

**FIRST AMENDMENT TO CITY OF CORNING AGREEMENT FOR  
CITY ATTORNEY LEGAL SERVICES**

THIS FIRST AMENDMENT to the AGREEMENT previously made and entered into on the 11th day of June, 2013, is by and between the City of Corning, hereinafter referred to as "CITY" and MAIRE and BURGESS, a law corporation, hereinafter referred to as "MAIRE AND BURGESS" whom acted as the City Attorney, and BURGESS & BOGENER, INC. Attached hereto and incorporated by express reference is the June 11, 2013, AGREEMENT marked EXHIBIT "A".

**RECITALS**

WHEREAS Jody Burgess was a partner in the law firm of MAIRE & BURGESS and had handled the tasks of City Attorney for the CITY pursuant to the AGREEMENT.

WHEREAS, after thirteen years Jody Burgess has separated from MAIRE & BURGESS (later changed in name to Maire, Burgess & Deedon) to open a new law firm with two other attorneys along with the same staff working under his direction at the previous firm. The new law firm is known as BURGESS & BOGENER, INC., and will maintain a focus on municipal law.

WHEREAS CITY desires to continue utilizing the services of Jody Burgess as the City Attorney at the law firm of BURGESS & BOGENER, INC., and hereby desire to memorialize the change in the firm handling such services as set forth herein, and to do so under the same terms and conditions of the AGREEMENT.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties agree as follows:

MAIRE & BURGESS is hereby released from any further performance of the terms and conditions of the AGREEMENT set forth in EXHIBIT "A".

CITY desires that a novation result pursuant to this FIRST AMENDMENT such that the law firm of MAIRE & BURGESS (now Maire & Deedon made pursuant to a name change) are relieved from any further obligations under the AGREEMENT or responsibility thereto.

BURGESS & BOGENER, INC. is hereby substituted as City Attorney in the AGREEMENT and pursuant to the signature below agrees to faithfully and fully perform the tasks of City Attorney under the terms and conditions set forth in the attached EXHIBIT "A", including but not limited to the payment, indemnification, and term obligations therein.

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

**CITY OF CORNING:**

**BURGESS & BOGENER, INC.**

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

\_\_\_\_\_  
**Jody M. Burgess, Partner**

**MAIRE & BURGESS (Now MAIRE & DEEDON)**

**By:** \_\_\_\_\_

**MAIRE & DEEDON REPRESENTATIVE**

**ATTEST:**

\_\_\_\_\_  
**LISA M. LINNET, CITY CLERK**

**ITEM NO.: I-11  
APPROVE OBJECTIVES FOR THE  
ADVISORY COMMITTEE ON  
GENERAL FUND EXPENDITURES  
AND BUDGET SAVINGS.**

**July 14, 2015**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CORNING CALIFORNIA**

**FROM: JODY BURGESS, CITY ATTORNEY**



**SUMMARY:**

On June 23, 2015, the City Council created an "Advisory Committee on General Fund Expenditures and Budget Savings". Council also designated nine members of the Committee that would include:

- 1.) Councilmember Tony Cardenas & Councilmember Dave Linnet
- 2.) Fire Chief Martin Spannaus & Police Chief Don Atkins
- 3.) A Police Dispatcher & A Fire Dispatcher
- 4.) A Volunteer Firefighter and a Police Officer
- 5.) Public Works Director Dawn Grine

Council directed City Manager John Brewer and City Attorney Jody Burgess as advisory members and directed the City Attorney to provide a draft list of Objectives and Issues for the Committee to consider. That list is attached for Council review and approval, along with a draft copy of the initial Committee agenda. Note the list also includes some advisory limits to emphasize the committee is to focus on the General Fund.

**MEETING DATES & TIMES:**

In addition to the Objectives, we expect to discuss potential dates and times of the initial meeting. Subsequent meetings can be scheduled by the Committee members. There is some urgency, since the Council wished to have the Committee recommendations compiled and presented at the first Council meeting in September (Sept. 8<sup>th</sup>).

**STAFF RECOMMENDATION:**

**THAT CITY COUNCIL:**

- **REVIEW THE ATTACHED LIST OF OBJECTIVES OF THE ADVISORY COMMITTEE ON GENERAL FUND EXPENDITURES AND BUDGET SAVINGS, AND REVISE AS APPROPRIATE.**

**OBJECTIVES LIST-ADVISORY COMMITTEE ON GENERAL FUND  
EXPENDITURES AND BUDGET SAVINGS  
(Draft)**

1. Consider cost savings relative to general fund expenditures only;
2. Identification of current general fund expenditures;
3. Identification and recognition of past general fund budget cuts through eliminated or unfilled positions within the city departments funded through general fund monies;
4. Identification of potential general fund cuts to be considered, i.e. by department;
  - a. Whether any further cuts will impact the service provided and how;
  - b. Whether further cost savings can be had through modification to the current dispatching configuration, which could include, but is not limited to, any of the following:
    - i. Consolidation of fire and police dispatch services;
    - ii. Contracting with outside agencies for fire and/or police dispatch services;
    - iii. Elimination of police or fire dispatch;
  - c. Evaluation and consideration of the costs charged to outlying cities for fire dispatch services?
    - i. Discussion on raising the cost paid by outlying cities for fire dispatch services;
  - d. Whether cost savings can be had through modification/alteration of public services;
  - e. The utility in foregoing capital expenditures for an agreed period:
    - i. Identification of what capital expenditures are planned for the next year's budget;
    - ii. Consideration and discussion on whether delaying planned capital expenditures create further constraints by postponing costs and causing the eventual spending needs to be great;
5. Any ideas for budget betterment through cuts or revenue making ideas.



**CITY OF CORNING ADVISORY COMMITTEE MEETING  
ON  
GENERAL FUND EXPENDITURES & BUDGET SAVINGS  
DATE/TIME:**

The City of Corning Advisory Committee on General Fund Expenditures and Budget Savings welcomes the public to their meetings which are scheduled for \_\_\_\_\_. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, accommodations will be made available to anyone needing special assistance to attend and/or participate in the meeting. The public should contact the City Clerk's Office at 530/824-7033 to make any such request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

**B. ROLL CALL:**

**Committee Members:** Dave Linnet, Councilmember  
Tony Cardenas, Councilmember  
Martin Spannaus, Fire Chief  
Fire Dispatcher  
Volunteer Fireman  
Don Atkins, Police Chief  
Police Dispatcher  
Police Officer  
Dawn Grine, Public Works Director

**Advisory:** John L. Brewer, AICP, City Manager  
Jody Burgess, City Attorney

Pursuant to California Government Code, Section 54952, this Committee is a legislative body such that the Brown Act prohibits the Committee from taking action or engaging in discussion on any item in most cases that is not placed on the printed Agenda.

**C. PUBLIC COMMENTS: Limited to three minutes per person.**

**D. REGULAR AGENDA:**

1. Consider cost savings relative to General Fund expenditures only;
2. Identification of current General Fund Expenditures;
3. Identification and recognition of past General Fund budget cuts through eliminated or unfilled positions within the City Departments funded through General Fund monies;
4. Identification of potential General Fund cuts to be considered, i.e. by Department:
  - a) Whether any further cuts will impact the service provided and how;
  - b) Whether further cost savings can be had through modification to the current dispatching configuration, which could include, but is not limited to, any of the following:
    - I. Consolidation of Fire and Police Dispatch Services;
    - II. Contracting with outside agencies for Fire and/or Police Dispatch Services;
    - III. Elimination of Police or Fire Dispatch
    - IV. Savings through attrition/"Golden Handshake" for designated employees.
- c. Evaluation and consideration of the costs charged to outlying Cities for fire dispatch services:



**ITEM NO: I-12**

**APPROVE THE PURCHASE AND  
INSTALLATION OF EMERGENCY  
911 EQUIPMENT FOR THE FIRE  
DEPARTMENT**

**JULY 14, 2015**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: JOHN L. BREWER, AICP; CITY MANAGER**  
**MARTIN SPANNAUS; FIRE CHIEF**

**SUMMARY:**

The Corning Fire Department is a designated Public Safety Answering Point (PSAP), and as such, is eligible for State funding for the purchase, installation and maintenance of Emergency 911 (E911) equipment. State funding guidelines allow for upgrade and/or replacement of this equipment every five (5) years. The Fire Department has received funding approval from the California Telecommunications E911 Program to replace its existing emergency E911 equipment, which has been in place for over seven (7) years. Because we have made our equipment stretch an additional two years, we have accrued additional funds.

**BACKGROUND:**

In 2013, the Fire Department, in cooperation with the State of California Office of Emergency Services, began assessing the E911 technology available in order to replace the Department's E911 equipment. On April 15, 2014, the State authorized funding in the amount of \$218,000.

The next step in this process is obtaining City Council approval to retain AT&T as our E911 vendor. Upon receipt of Council authorization, installation should be complete by September 2015.

**DISPATCH OPERATIONS:**

If the City accepts the funding and upgrades, it must commit to operate the Fire Dispatch Center for five (5) years.

**FINANCIAL:**

The total cost for the 911 system is \$171,622.13. Although the State approved funding in the amount of \$218,000, the City is only utilizing \$171,622.13 at this time. This amount covers the purchase and installation of two workstations, the E911 equipment, voice recorder, a four (4) year maintenance agreement (the first year is covered under warranty) and the required sales tax. Staff has re-verified that this amount is accurate. These costs will be a pass-through from the City of Corning to the State of California. As allowed by Corning City Municipal Code, Title 3, Chapter 3.12.082, Subsection A-4, because AT&T is a "a CMAS (California Multiple Award Schedules) Vendor, these amounts have previously been vetted by the State of California, thus relieving the City of the need to further compare bids.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **APPROVE THE SELECTION OF AT&T AS THE E911 VENDOR; AND**
- **AUTHORIZE THE FIRE CHIEF TO SIGN A CONTRACT FOR THE UPGRADE AND INSTALLATION OF E911 EQUIPMENT UPON REVIEW AND APPROVAL OF THE CITY ATTORNEY**

Item No.: I-13  
**PRESENTATION OF FISCAL YEAR  
2015-2016 PROGRAM OF SERVICE  
AND ANNUAL BUDGET**

**JULY 14, 2015**

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER  
ROY SEILER, CPA; ACCOUNTING CONSULTANT**

**INTRODUCTION:**

City Staff hereby presents the City Council with this "Annual Program of Service and Proposed 2015-2016 City Budget".

**BACKGROUND:**

We typically prepare the draft budget and present it at the first Council meeting in June. This year we postponed preparing this budget document while we considered three separate budget scenarios to address the anticipated shortfall in the General Fund. At the June 23, 2015 meeting, the City Council directed staff to prepare a draft Budget that was consistent with the "Scenario 1" General Fund Summary presented on June 9th. The attached draft budget document is consistent with that "Scenario 1" template.

**SUMMARY:**

In summary, this staff report presents draft budget documents that, if approved in their entirety will:

- Continue "full-time", municipal operations.
- Continue the independent half-time Planning Consultant arrangement.
- Fund the purchase of the Capital Improvement and replacement Items, or earmark funds for future expenditure, as listed on the document marked "2015-2016 Capital Improvement Plan Expenditure List" that's attached to this staff report as "Exhibit A".
- Decrease the City's Operating Reserve from \$910,000 to \$625,000.

We've continued the budget format that we utilized last year. In the staff report we have included many of the charts that were provided last year, with updated financial data of course. All recommended expenditures are accounted for in the budget document and/or described in this staff report or "Exhibit A".

**EXECUTIVE SUMMARY:**

- **FY 2015-2016 Total Projected City-wide Revenues (excluding transfers): \$11,323,189**
- **FY 2015-2016 Total Expenditures (excluding transfers): \$12,747,768.**
- **Anticipated General Fund Revenues will total: \$4,446,410.**
- **Recommended General Fund Expenditures will total: \$4,877,376.**

Note that City-wide Expenditures exceeds Revenues by \$1,424,579. We're spending more money than we receive in revenue. Why is that? The answer is we are recommending spending some funds in 2015-2016 that we received as revenue in prior budget years. That difference (among others) includes:

- CDBG Reuse Funds that we'll use to pay for new paving on Solano and Third Streets, (approx. 455,000)
- Parkland Development Fees that we'll expend to rebuild the restrooms at Clark Park (approx. \$147,000),
- Gas Tax Funds carried over from previous years (approx. \$152,000), and expended in FY 2015-2016,
- General Funds accumulated in prior years (approx. \$431,000) that are to be expended in FY 2015-2016.

As for the General Fund; the difference (\$430,966) can be explained by the recommended transfer from the Operating Reserves (\$285,000) and the use of most of the General Fund Balance projected on June 30, 2015 (\$148,687). See the General Fund Summary and Projections on Page v.

### **BUDGET FORMAT:**

The budget document presented tonight has two primary components: this "Budget Message" staff report with pages marked in lower case Roman Numerals, and the large binder document labeled "City of Corning 2015-2016 Budget & Program of Services", with regular page numbers. The document should be considered a "Draft" at this time.

Following this budget message is the Table of Contents. That's followed by the Financial Projections Tab. Use the information under that tab to understand the financial status of the City's important funding sources.

The next two Tabs display the sources and history of the "General Fund" and all "Other Fund Revenues". There is a detailed narrative explaining each revenue source. The Department Summaries Tab provides a short history of expenditures in each of the City's Departments. Finally, tabs with individual expenditure plans for each Department and service are provided for detailed review when necessary.

### **IMPLEMENTING THE PROGRAM OF SERVICE AND ANNUAL BUDGET:**

Tonight, and if necessary, at an additional session, Staff will present their budget recommendations to the City Council. Council will also entertain the public's comments and suggestions, and then deliberate and make any changes deemed necessary and appropriate.

The City Manager and Accounting Consultant Roy Seiler CPA will then incorporate those changes in a final budget Resolution document. The current schedule calls for Council to work toward completing the budget review in order to adopt

the Resolution at the July 28, 2015 regular meeting. The individual line items of the budget will not be adopted; instead the Council will use the Resolution to set the budget limits for each of the Operating and Capital Improvement Funds that support city services. Staff will then operate within these budget limits to carry out the City Council's adopted Program of Services.

### **THE BUDGET:**

"Budgeting" is the process we go through to project revenues and then allocate those funds as expenditures in order to implement the Council's desired programs, services and projects.

Our budget addresses anticipated revenues and expenditures affecting the "General Fund" and "Other Funds" that account for the Water & Sewer utilities, the Airport, Street Maintenance, and maintaining the Transportation Center. Revenues and expenditures for those "Other Funds" are earmarked for specific uses and must balance. That leaves little discretion to the City Council for those "Other Funds". For that reason, we primarily focus on the General Fund.

The General Fund budget can be viewed in three primary parts:

1. **History.** We start with "actual numbers" from the audit at last fiscal year's end (FY 2013-2014; ending June 30, 2014).
2. **2014-2015 Projected.** We normally prepare the budget before the current fiscal year "closes out", we must "project" the fund balance based on incomplete data (normally from 11 months of July thru May). From that we're able to approximate the current General Fund balance.

Since we're preparing the budget a little later than normal this year, we have more complete data regarding revenues and expenditures for FY 2014-2015. We're happy to report that our expenditures are down from what we'd budgeted in 2014-2015 and then presented in the Study Session Scenarios. While Sales Tax revenue is down significantly (about \$108,500), that deficit is somewhat mitigated by surplus Transient Occupancy Tax & Building Permit Fees, and an unexpected "one-time" reimbursement for state mandated programs. Additionally, we had some savings related to Public Works Street Maintenance labor costs. So, our General Fund balance for June 30, 2015 is not as low as we anticipated. See the General Fund Summary document on Page v.

3. **2015-2016 Budgeted.** We utilize various sources to make projections about the "Income" or "revenue" we'll receive for the next fiscal year. Staff then uses those projections to make recommendations about just which programs, services and projects we can fund. From all that we can make preliminary projections about where we expect to be on June 30, 2016.

Fuel prices remain low. Since our Sales Tax Revenue is heavily weighted by fuel sales, we expect Sales Tax Revenue for FY 2015-2016 to be at or near

the same level as 2014-2015. Other revenue sources are expected to remain at or near 2014-2015 levels as well. But our future costs to provide services are increasing. For that reason, the proposed budget for FY 2015-2016, will expend more than we'll take in as revenue in order to provide about the same level of public services and maintain the City's infrastructure as last year. The deficit spending will require utilizing some of the City's Operating Reserves (Savings account) in order to balance the 2015-2016 Budget.

Please refer to the "General Fund Summary and Projections" spreadsheet on the following page. It details the recent history and projects the current and future balances of the General Fund.

## GENERAL FUND SUMMARY AND PROJECTIONS

	<u>Available</u>	<u>Reserved</u>	<u>TOTAL</u>
<b>Audit Balance, June 30, 2014</b>	\$ 455,233	\$ 830,000	\$ 1,285,233
<b><u>2014-2015, Projected</u></b>			
Revenues, Budgeted, As Adjusted	\$ 4,561,810		
Estimated Decreases in Revenues over Budget (*)	\$ (11,500)		
Available for Expenditure	\$ 5,005,543		
Expenditures, Budgeted as Adjusted	\$ (4,949,856)		
Estimated Savings To Expenditures over Budget (*)	\$ 173,000		
Subtotal	\$ 228,687	\$ 830,000	
Increase to Operating Reserve	\$ (80,000)	\$ 80,000	
<b>Projected Fund Balance, June 30, 2015</b>	<b>\$ 148,687</b>	<b>\$ 910,000</b>	<b>\$ 1,058,687</b>
<b><u>2015-2016 Budgeted</u></b>			
Revenues and Transfers In	\$ 4,446,410		
Available for Expenditure	\$ 4,595,097	\$ 910,000	
Expenditures and Transfers Out	\$ (4,877,376)		
Subtotal	\$ (282,279)	\$ 910,000	
Funds Transferred From Operating Reserve	\$ 285,000	\$ (285,000)	
<b>Budgeted Fund Balance, June 30, 2016</b>	<b>\$ 2,721</b>	<b>\$ 625,000</b>	<b>\$ 627,721</b>

**(\*) Recap of Expected Adjustments, 2014-2015:**

<u>Revenues:</u>		<u>Expenditures:</u>	
Projected decrease in sales tax	\$ (108,500)	Projected Increase in Utility Costs	\$ 17,000
Increase in State Mandated Cost Reimb.	\$ 28,000	Police Dispatch Savings	\$ (90,000)
Projected Increase in TOT	\$ 44,000	Support of Public Works/Streets Savings	\$ (140,000)
Increased Building Permits/Inspections	\$ 25,000	Park Related Expenditures	\$ 40,000
<b>Total</b>	<b>\$ (11,500)</b>	<b>Total</b>	<b>\$ (173,000)</b>

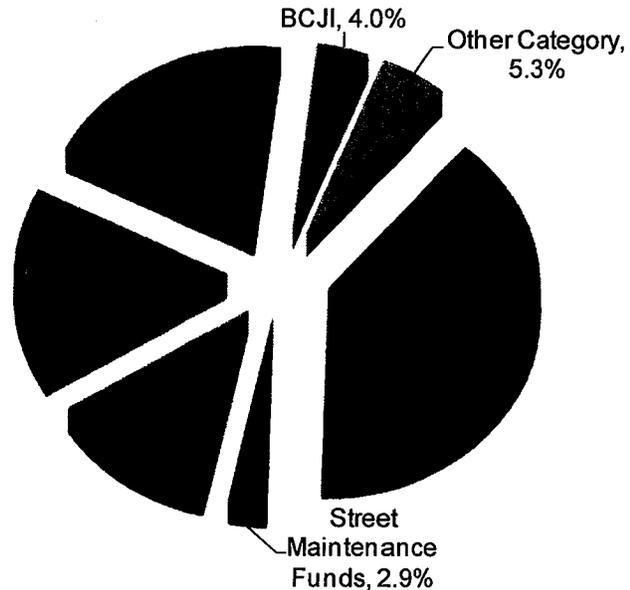
**NOTE:** Even though the Fiscal year end has passed, these numbers are still "preliminary". There are many adjustments made during the "closing process", some of which are significant.

## SUMMARY OF PROPOSED REVENUES AND EXPENDITURES FY 2015-2016:

### “REVENUES”: THE SOURCES OF FUNDS FOR CITY OPERATIONS:

The total City revenues from all sources for Fiscal Year 2015-2016 are projected to reach \$11,323,189. City operating income comes from a number of sources which are described fully in the Draft Budget Book sections under the Tab “General Fund Revenues” beginning on page 12 of the Budget book and “Other Fund Revenues” beginning on page 24. The graph to the right shows the various sources of City revenues.

Overall FY 2015-2016 Revenues



### GENERAL FUND REVENUES:

We project General Fund Revenues to be \$4,446,410 for FY 2015-2016. That amounts to about 39.3% of the total revenues. General Fund revenues are largely “discretionary”: meaning the City Council can largely decide how these funds are expended.

The revenue sources for the General Fund include the five major categories (Sales Tax, Transient Occupancy Tax, Property Tax, Motor Vehicle License Fees Tax and “Other GF Revenues”) shown on the spreadsheet marked “General Fund Revenue History/Projections” that’s attached as page 2. The spreadsheet shows how the fund amounts have varied among the recent budget cycles. The categories totals are also graphed on Page 3.

“Sales Tax” is a significant component of the General Fund. See the graph at Page 4 and the spreadsheet on Page 5 showing the history of sales tax receipts. Recessionary conditions in FY 09-10 and FY 10-11 greatly reduced sales tax receipts and hence, the General Fund budgets. Since then, retail sales have fluctuated. For FY 2013-2014, Sales Tax revenues were up about \$200,000 over the \$2,650,000 that we budgeted. Note that for FY 2014-2015, Total Sales Tax (& Triple Flip) will total just \$2,581,500. That’s down \$268,500 from FY 2013-2014, and also about \$108,500 less than budgeted for 2014-2015. The primary reason for the reduced Sales Tax is a decrease in fuel prices. See also the graphs and discussion under “General Fund Analysis and Expectations” beginning at page viii of this staff report.

**OTHER FUND REVENUES:**

The Council has limited discretion regarding “**Other Fund**” (**Non-General Fund**) **Revenues**. These funds are restricted to specific purposes. Some refer to these as “**earmarked**” funds. For example, Gas taxes must go to street maintenance such as repaving projects, and water revenues may be spent only on water-related repairs or improvements, etc. The sum of all **Other Fund Revenues** anticipated for FY 2015-2016 is \$6,876,779. That makes up about 60.7% of the City’s total revenues.

See the “Financial Projection” Tab following this report. Under that tab are separate spreadsheets for the Street Funds, the Sewer Enterprise and the Water Enterprise included at Pages 6, 9 & 11, respectively.

Street Maintenance Funds are reliant on the various Gas Taxes collected from fuel sales and funds provided via the Tehama County Transportation Commission. See Page 6.

Please refer to the Sewer Enterprise Fund spreadsheet (Page 9). The Council approved Resolution No. 05-27-2014-01 on May 27<sup>th</sup>, 2014. The resolution implements a series of five separate 3.5% annual increases to the Sewer Rates on July 1 of 2014 and each of the following four years. With those increases, the Sewer Enterprise Fund will overcome a deficit in the Net Operating Reserve for FY 2014-2015, but will achieve small surpluses for each of the four subsequent years.

Now, see the Water Enterprise Fund Spreadsheet (Page 11). In 2009, the City implemented a series of five annual 3% water rate increases. The final 3% Water Rate increase approved by Resolution 12-08-09-02 occurred on April 1, 2014. So, the spreadsheet shows current deficit spending (spending in excess of revenues) shown in the “Total Annual Net Income” row beginning FY 2014-2015 and continuing and increasing for subsequent years. Note that some of the current deficit is due to reduced use related to the drought. During FY 2015-2016, staff intends to present Water Rate increases to address the anticipated deficits for City Council consideration.

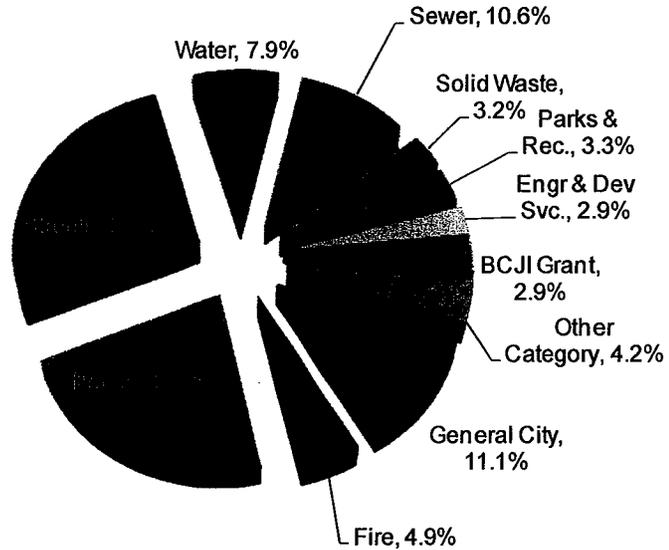
**EXPENDITURES-HOW THE CITY SPENDS ITS MONEY:**

The Draft Budget document includes staff recommended expenditures totaling \$12,747,768. The Chart on the next page shows the staff recommended expenditures by department/purpose.

In addition to maintaining our current level of services, including full time (non-furlough) staffing, we have identified some maintenance and equipment purchases from our recently approved (May 12, 2015) Capital Improvement Plan (CIP). We are utilizing our CDBG Re-use funds in order to complete repaving of much of Solano Street and Third Street between Solano Street and Blackburn Avenue. Additionally, we expect to complete \$2.195 million the Solano Streetscape project this budget year. Note those two street projects are not reliant on the General Fund.

Staff recommended **Capital Improvement and Replacement purchases** included the Draft Budget are shown on the attached document titled "2015-2016 Capital Improvement Plan Expenditure List" and marked "Exhibit A", following Page xi of the staff report.

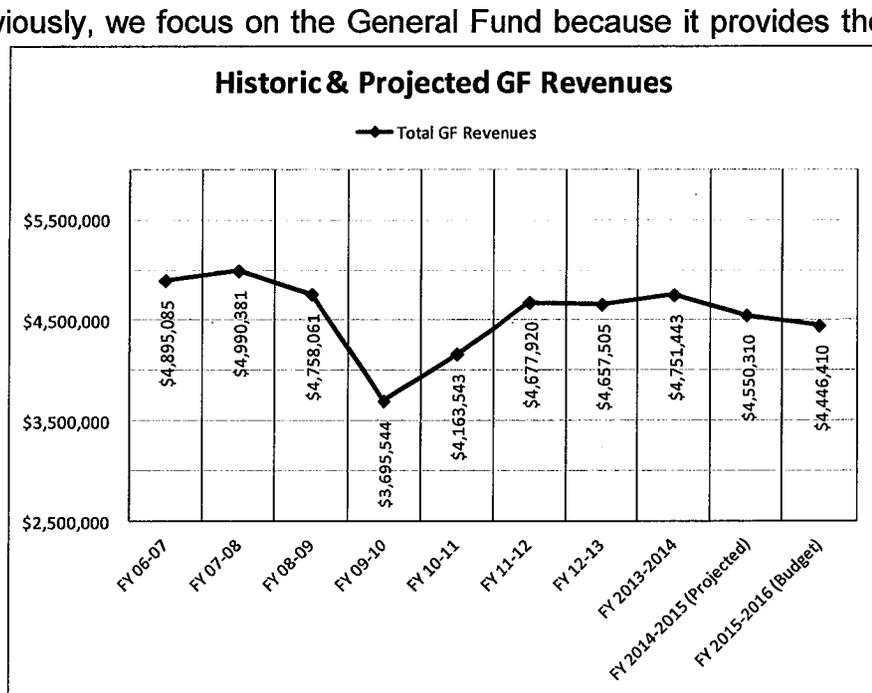
### FY 2015-2016 Expenditures



## HISTORY, ANALYSIS AND TRENDS:

### GENERAL FUND ANALYSIS AND EXPECTATIONS:

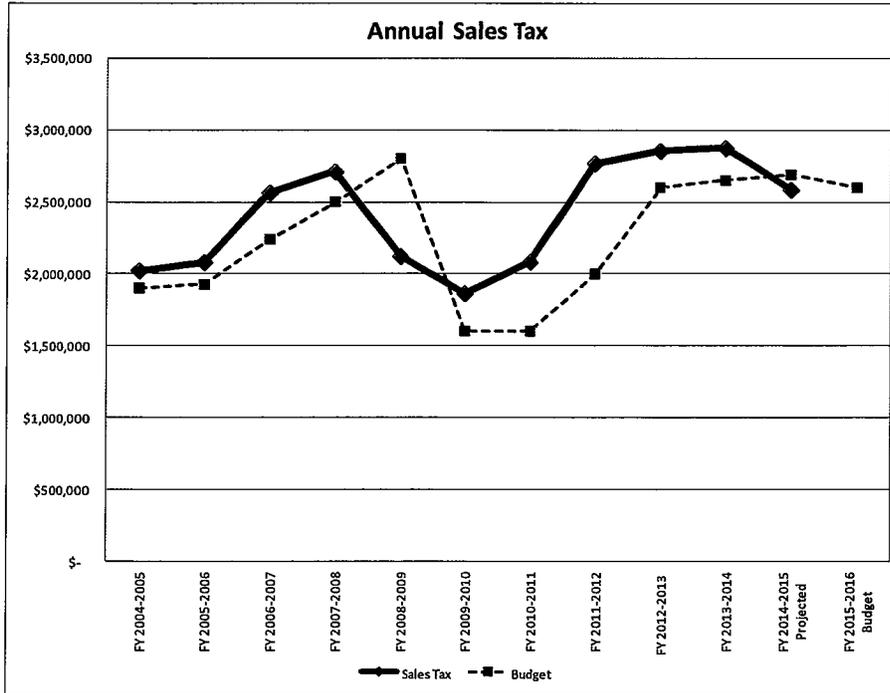
As described previously, we focus on the General Fund because it provides the discretionary revenue that funds many of the City's important services and programs. The chart to the right provides a history of General Fund Revenues and staff's projection for the next fiscal year. Fluctuations in General Fund Revenues can severely affect the City budget. Note the trending decreases in General Fund revenues since 2013-2014.



The spreadsheet that's the basis of the chart is included under the Financial Projections Tab at page 2 of the Draft Budget document and titled "General Fund Revenue History and Projections for FY 2015-2016". The spreadsheet shows the various sources of the General Fund, the amount/year and the respective percentage of the overall General Fund Revenue Stream. We're projecting total General Fund Revenues of \$4,446,410 for FY 2015-2016, and expenditures of \$4,877,376.

Due to the importance of the key General Fund Revenues, please see the detailed spreadsheets and charts at pages 2, 3, 4 & 5 in the Financial Projections Section.

**SALES TAX REVENUE:**



Sales Tax is the principal component of General Fund Revenues. Note how the chart to the left mirrors the General Fund Revenue Chart above. In fact, it regularly accounts for over 50% of General Fund Revenues. In 2015-2016 it was about 56.7% of the General Fund. Because we rely so heavily on Sales Tax Revenue, our fiscal stability can be

significantly affected by recessionary economic conditions. Two industry groups (Fuel Sales and Auto Sales) typically account for the majority (over 80% in 2014-2015) of our sales tax revenues.

A one percent swing in sales tax revenue equates to about a \$26,000 effect on our General Fund. Fuel costs are tied to crude oil prices, which are quite volatile. In 2014-2015 we saw fuel prices decrease and as a result, received reduced Sales Tax revenue. Tight economic conditions can slow auto sales. For those reasons, we keep a watchful eye on sales tax revenues and how it affects our bottom line. We are projecting Sales Tax to be \$2,600,000 for Fiscal Year 2015-2016.

**TRANSIENT OCCUPANCY TAX:**

This is a 10% room tax that's collected at the motels in town. An improving economy increased 2012-2013 TOT revenues by \$34,000 over the \$260,000 we'd projected. With that, we increased our expectation for 2013-2014 to \$295,000 and collected just under \$300,000. For 2014-2015, our TOT totaled \$344,000. We expect to receive about \$330,000 in TOT for FY 2015-2016.

## **PROPERTY TAX:**

We have exceeded our 2013-2014 budget projection of \$488,500 for 2014-2015 in property taxes. We're projecting \$510,000 for FY 2015-2016.

## **VEHICLE LICENSE FEES:**

This is property tax paid by the County Auditor in lieu of Vehicle License Fees. We expect to receive about the same amount for 2015-2016 that we received this year- \$500,000.

## **CURRENT BUDGET MANAGEMENT:**

So what does this all mean? The following bullet points summarize Staff's recommendations contained in the 2015-2016 Draft Budget and for the future.

- Like last year's budget, the staff proposed budget for 2015-2016 is an austere one. The General Fund is projected to have a deficit of revenue vs. expenditures, and requires the use of an estimated \$285,000 of our reserve Funds.
- As "insurance" for those leaner times, when General Fund revenues are low, as they were in FY 2009-2010, the City maintains an "Operating Reserve", or "savings account". We currently have \$910,000 available in that account. Ideally we have sought to accumulate an Operating Reserve of at least \$1,000,000. (the City of Willows maintains a reserve balance of \$1.33 million, the City of Orland; about \$600,000). However, due to budget constraints, we are recommending that \$285,000 of the Operating Reserves be expended this fiscal year to balance the General Fund deficit. That will leave the Operating Reserves at about \$625,000.
- We'll continue the current staffing levels in the Police & Public Works Departments, acknowledging the staff vacancies.
- The current half-time contract Planning Director and the part time Building Official/PW Inspector arrangement will continue to meet our needs until development activity increases.

## **SUBSEQUENT YEARS; FY 2016-2017 AND BEYOND:**

- In 2014 Council approved five separate 3.5% annual increases to sewer rates. That will provide additional revenue to keep the Sewer Enterprise Fund "solvent" for the short term. Revisions to the Water Rates will be presented for Council consideration either later this calendar year or early in 2016.
- Of course, Increased development activity would generate Development Impact Fees, some of which would pay down indebtedness attributable to previous Water, Sewer and WWTP expansion and improve the Water and Sewer Enterprise Funds and provide relieve the burden from the General Fund.
- We must continue to carefully manage our resources. Our expenditures the next (FY 2016-2017) year will likely continue to rise with inflation. At the same time, we're not expecting significant revenue increases. For that reason we should

continue to budget conservatively and not take on additional programs. We should also carefully consider changes that we can undertake to improve the efficiency of our service delivery. Recognizing these trends, the City Council has recently appointed a nine member "General Fund Budget ad hoc Committee" to identify strategies to improve the City's General Fund fiscal stability.

**2015-2016 CAPITAL IMPROVEMENT PLAN  
EXPENDITURE LIST**

Exhibit "A"

Dept.	Description	Recommended 2015-2016	Gen Fund Impact	Other Fund Impact
<b>Police</b>	<b>Police Equipment</b>			
071-9500-2116	Patrol Vehicle	\$ 46,900	\$ 46,900	\$ -
071-9301-2116	Body Cameras (3)	\$ 2,340	\$ 2,340	\$ -
071-9301-2116	Taser Replacement (2 )	\$ 2,740	\$ 2,740	\$ -
071-9301-2116	Body Armor Replacement	\$ 3,600	\$ 3,600	\$ -
071-9301-2116	Computer Replacement Program-annual cost	\$ 5,000	\$ 5,000	\$ -
071-9301-2116	K-9 Program Replacement (CIP recommends \$6,250)	\$ 6,250	\$ 6,250	\$ -
071-9180-2116	PD Dispatch remodel-Carry-over from 2014-2015	\$ 15,000	\$ 15,000	\$ -
071-9050-2116	Abate Asbestos Ceiling in Evidence Room	\$ 7,500	\$ 7,500	\$ -
	<b>Police Dept. Totals:</b>	<b>\$ 89,330</b>	<b>\$ 89,330</b>	<b>\$ -</b>
<b>Fire</b>	<b>Fire Equipment</b>			
076-9301-2301	Rescue Squad Set aside to Fire Cap Repl 076-1020-9999	\$ 8,700	\$ 8,700	\$ -
076-9301-2301	Fire Engine Repl (to Fire Cap Repl 076-1020-9999)	\$ 19,000	\$ 19,000	\$ -
076-9301-2301	Self Contained Breathing Apparatus (SCBA) Replacement over 20 year cycle	\$ 4,500	\$ 4,500	\$ -
076-9301-2301	Extrication Equipment (Jaws of Life-15 yr. cycle)	\$ 1,700	\$ 1,700	\$ -
076-9301-2301	Personal Protective Equipment (Turn-outs 10 yr. cycle)	\$ 6,600	\$ 6,600	\$ -
	<b>Fire Dept. Totals:</b>	<b>\$ 40,500</b>	<b>\$ 40,500</b>	<b>\$ -</b>
<b>Public Works</b>	<b>Streets Division:</b>			
119-9286-3001	2015 CDBG Street Paving Project	\$ 485,000	\$ -	\$ 485,000
359-9278-3001	Solano Streetscape Imp. Project	\$ 2,195,000	\$ -	\$ 2,195,000
	1/2 Ton Pickup-replace 1995 Ford F-150 Unit 2	\$ 33,000	\$ 11,000	\$ 22,000
	<b>Parks Division:</b>			
341-9304-6101	Replace Restrooms at Clark Park	\$ 150,000	\$ -	\$ 150,000
	<b>Public Works Totals:</b>	<b>\$ 2,863,000</b>	<b>\$ 11,000</b>	<b>\$ 2,863,000</b>

**Overall Totals: \$ 2,992,830 \$ 129,830 \$ 2,863,000**  
check \$ 2,992,830