



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, JULY 8, 2008
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Dickison
Zuniga
Turner
Strack**

Mayor:

C. ADJOURN TO CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

Agency negotiator: William May, Labor Relations Consultant; Negotiation with Miscellaneous Unit Employees.

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

E. INVOCATION AND PLEDGE OF ALLEGIANCE

F. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:

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

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the Reading and Approve the Minutes of the June 10, 2008 meeting and June 16, 2008 Special Meeting with any necessary corrections.**
- 3. July 2, 2008 Claim Warrant - \$305,163.42.**
- 4. Business License Report – July 2, 2008.**
- 5. Treasurer's Report – June 2008.**
- 6. Wages and Salaries –June 2008 - \$361,572.20.**
- 7. May 2008 Building Permit Valuation - \$129,739.48.**

8. June 2008 – Southwest Water Company Wastewater Operation Summary Report.
 9. Release of Contract Retention Fees of \$78,791.32 to Sunrise Excavating for the 2007 Street Paving Project.
 10. Approve Facilities Use Agreement with Corning Union High School District and Corning Union Elementary District for Recreation Programs.
 11. Designation of Voting Delegate and Alternate for 2008 League Annual Conference.
 12. Approve Emergency Repairs to Sewer Line.
- I. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- J. **REGULAR AGENDA:** All items listed below are in the order which we believe are of most interest to the public at this meeting. However, if anyone in the audience wishes to have the order of the Agenda changed, please come to the podium, state your name and address, and explain the reason you are asking for the order of the Agenda to be changed.
13. Allocation for Participation with Bell Carter Olive Company in Mixing Zone and Dilution Study for Wastewater Treatment Outfall.
 14. Approve Resolution No. 07-08-08-01 & Presentation of 2008-2009 City of Corning Program of Service and Annual Budget Final Public Meeting and Adoption.
 15. Approve Resolution No. 07-08-08-02 Establishing an Appropriations Limit for the City of Corning fiscal Year 2008-2009.
 16. Annual Statement of Investment Policy 2008
- K. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- L. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- M. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**
17. Hill:
 18. Dickison
 19. Zuniga:
 20. Turner:
 21. Strack:
- N. **ADJOURN TO CONTINUED CLOSED SESSION:**
- CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**
Agency negotiator: William May, Labor Relations Consultant; Negotiation with Miscellaneous Unit Employees.
- O. **RECONVENE AND REPORT ON CLOSED SESSION:**
- P. **ADJOURNMENT!:**

POSTED: JULY 3, 2008



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, JUNE 10, 2008
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Dickison
Zuniga
Turner
Strack**

Mayor:

All Council members were present.

C. ADJOURN TO CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

Agency negotiator: William May, Labor Relations Consultant; Negotiation with Miscellaneous Employees.

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

Council met and gave Labor Negotiator direction.

E. INVOCATION AND PLEDGE OF ALLEGIANCE:

City Manager Kimbrough led the Pledge of Allegiance.

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

G. BUSINESS FROM THE FLOOR:

A member of the audience asked why the Police Department does not respond immediately when she calls however, when her neighbor calls them do. She stated that she lives on Second Street. Mayor Strack suggested that she meet with Police Chief Anthony Cardenas and City Manager Stephen Kimbrough at the Police Department at 10:00 a.m. on Wednesday, June 11, 2008 to discuss this matter.

Mr. Richard Lipari addressed the Council about the intersection at South Avenue and Highway 99-W. He stated that large trucks are damaging the streets and that there are many violations to City laws at this location. He informed the Council that he has met with many of the Department Heads and the City Manager and they have been very helpful, however the problem still exists. He stated that an Ordinance was approved allowing a No Parking Zone in this area, however the problem still exists.

Mayor Strack stated that the Council does have a time limit for speakers and Council cannot make a decision or act on this item without it being agendized. Mr. Lipari responded requesting the parking issue and the "unlicensed" Taco Truck issue be addressed by the Council at a future meeting. Mayor Strack asked that Mr. Lipari provide the City Manager with the information necessary to place this issue on the next Council Agenda for discussion and possible action.

Councilor Turner brought up the Red Bluff City Council meeting being held tonight to address the Lake Red Bluff issue. He stated that he would like it to be agendized for a future meeting due to the economic implication to our Community. It was clarified that the first meeting would be for information only.

H. DORIS DRUM, CORNING HIGH SCHOOL LIAISON REPORT: Not Present.

- I. **CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience requests separate discussion and/or action.
1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
 2. **Waive the Reading and Approve the Minutes of the May 27, 2008 meeting with any necessary corrections.**
 3. **June 4, 2008 Claim Warrant - \$191,156.57.**
 4. **Business License Report – June 4, 2008.**
 5. **Treasurer’s Report – May 2008.**
 6. **Wages and Salaries –May 2008 - \$344,393.19.**
 7. **May 2008 Building Permit Valuation - \$298,694.**
 8. **May 2008 – Southwest Water Company Wastewater Operation Summary Report.**
 9. **Authorize City Manager to Execute Grant Agreement with FAA for Engineering and Design of Airport Extension.**
 10. **Annual Tehama County State Fair Exhibit Contribution of \$200 from the City of Corning.**
 11. **Recommend Appointment of Kyle Lauderdale to the Corning Recreation Commission.**
 12. **Resolution 06-10-08-01 Authorizing Tehama County Sanitary Landfill Agency to Submit a Regional Used Oil Recycling Grant Application for FY 2008/2009.**
 13. **Award Bids for Public Works Fuel, Asphalt, Gravel and Oil/Grease for FY 2008/2009 through FY 2010/2011.**
 14. **Approve Contract Change Order No. 4 and Progress Pay Estimate No. 4 for \$61,865 to Sunrise Excavating, Inc. for the 2007 Street Paving Project.**
 15. **Approve and Accept the Notice of Completion for the 2007 Street Paving Project.**

Councilor Turner motioned approval of Consent Agenda Items 1-15. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None, Absent/Abstain: None. Motion approved by a vote of 5-0.**

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

K. **REGULAR AGENDA:**

16. **Presentation - Claudia Martin, Tehama Economic Development Corporation Update.**

Claudia Martin introduced Bill Moule who addressed the Council. Mr. Moule thanked Councilor Turner for bringing up Lake Red Bluff stating that it creates a \$2,000,000 revenue to Tehama County. He further stated that he was here to ask for more money on behalf of Tehama Economic Development Corporation (Tehama EDC). He explained all aspects of Tehama

Economic Development Corporation, how it works, the effects to the Community, etc. He stated that Corning is targeted for Olive Oil and a new Olive Oil Industry.

Claudia Martin explained exactly what economic development is stating that in 2008/09, EDC is developing a dynamic web site with linkage to all of their partners. They are also updating and creating specific outreach, and identifying and targeting three new markets for Corning, Tehama County and Red Bluff, olive oil is one of the new markets. She clarified that their job is to create Job Opportunities for the Community. A Job Training Center representative also addressed the Council stating how they assist EDC. Claudia stated that EDC is requesting additional funding from all their partners stating that they have restructured and reduced their budget by 24%.

17. Presentation – Corning Chamber of Commerce.

Valanne Cardenas, Corning Chamber of Commerce Manager addressed the Council providing a report on the Chambers accomplishments this last year. She then asked that the Council consider increasing the City's monthly contribution by \$100.

18. Update Regarding Potential Development Impact Fee Reduction; AAA Truck Wash; 3525 Highway 99-W.

Public Works Director John Brewer addressed the Council giving a brief report relating to AAA Truck Wash. He informed the Council that Staff will be proposing an Agreement with AAA Truck Wash whereas the standard 72 equivalent dwelling units (EDU's) charged would be reduced based upon an Engineers Report for a one-year period and the water and sewer would be metered. At the end of the one-year review period, the metered use would be evaluated, and the EDU's and fees modified accordingly. Mr. Brewer explained that adopted fees for the 72 EDU's equates to a fee of \$300,000, the proposed reduced fee would equate to approximately \$60,000.

Mr. Brewer informed Council that this report was to inform Council that Staff is currently working on this item and considering an adjustment to the impact fees. City Manager Kimbrough stated that this company also plans on recycling their water which would reduce their discharge to our sewer system. Mayor Strack confirmed that this is the first time the City has initiated this type of fee on such a business. Public Works Director Tom Russ stated that this company was not planning on recycling their water as City Manager Kimbrough stated, however they will be using specialized hoses reducing the water used. Mr. Brewer stated that their design includes a pressurized system. **No action required at this time.**

19. Rotary's Support of Youth Basketball Program & Facility Use Agreement Update.

City Manager Kimbrough informed the Council that Rotary did come through with their commitment, they donated \$2,664.80 towards the Youth Basketball Program. Mayor Strack asked Recreation Supervisor Kimberly Beck how it was going with the activities. Ms. Beck stated it was slow, however through contact with surrounding Cities, they are experiencing the same.

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

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

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

20. **Hill:** Reported on attendance at the May 30th Sacramento Valley Division Meeting stating that no dues would be required this year due to their revenues. She stated that she is trying to get Corning on the California Travel and Tourism Commission maps.

21. **Dickison:** None

22. **Zuniga:** None

- 23. Turner:** Reported that due to the Boy Scouts financial stability, the local Boy Scout Troop reduced their request for Rotary funding by 50% this year and asked that 50% of their normal Rotary allocation be donated towards the youth basketball program.
- 24. Strack:** Requested a letter be sent to Marya Mahutga thanking her for her service on the Recreation Commission.

O. ADJOURNMENT!: 8:28 p.m.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES

MONDAY, JUNE 16, 2008
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Dickison
Zuniga
Turner
Strack**

Mayor:

All Councilors were present except Councilor Turner.

**C. PRESENTATION AND DISCUSSION OF THE 2008-2009 CITY BUDGET,
DISCUSSION AND ACTION.**

City Manager Kimbrough introduced the proposed Budget to the Council with a brief explanation of the budget stating that each department has been entirely funded with minimal increases for materials/supplies and fuel.

Councilor Hill asked if the budget includes the anticipated increases as a result of the Union negotiations; she was informed yes. Councilor Hill also asked if the budget reflects a possible decrease in Sales Tax revenues. Manager Kimbrough stated that he has projected a possible increase in Sales Tax revenues, the City's Sales Tax revenues traditionally has increase when surrounding Cities tax revenues have decreased.

Mayor Strack suggested reviewing the personnel costs funded by the Water Enterprise Fund and the balance of costs/revenues of water versus sewer. He also asked where the revenue from the rent of the water tower space for AT&T and Digital Path was placed. Public Works Director Tom Russ stated that it is placed in the equipment replacement fund.

Mayor Strack also asked if Staff had a chance to review the budget and if they had any questions. There was also discussion of the costs for moving the Police Department, dealing with the asbestos issues in the basement, and possible storage of items in the evidence room during the repairs and removal of the asbestos. Mayor Strack suggested utilizing any outstanding revenues for repairing the section of Marguerite Avenue that was previously included in the 2007 Paving Projects. City Manager Kimbrough suggested that Staff could bring it to Council for authorization at the next meeting.

Councilor Zuniga asked about the Park Bond money, when do we need to use the money; she was informed that it had to be used by 2011.

City Manager Kimbrough stated he would like to bring the Budget back for adoption on June 24th. After some discussion it was decided by consensus to bring the budget back for discussion on June 24th and approval on July 8th. Council also directed Staff to prepare a report for repaving Marguerite Avenue as was planned in the 2007 Street Projects.

D. ADJOURNED! 8:24 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: July 2, 2008

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, July 8, 2008 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	06-26-08	\$	30,036.40
B.	Payroll Disbursements	Ending	06-24-08	\$	81,982.47
C.	Cash Disbursements	Ending	06-30-08	\$	181,222.67
D.	Cash Disbursements	Ending	07-02-08	\$	11,921.88

GRAND TOTAL \$ 305,163.42

REPORT.: Jun 30 08 Monday
 RUN....: Jun 30 08 Time: 14:25
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-08 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
006571	06/18/08	HIL01	BECKY HILL	130.75	.00	130.75	080618	CONF /MTGS-CITY COUNCIL
006572	06/18/08	VER04	VERIZON BUSINESS	41.22	.00	41.22	69365341	COMMUNICATIONS-
006573	06/19/08	CALLA	CALKINS, LAURA	19.59	.00	19.59	080619	VEH OP/MAINT-POLICE
006574	06/19/08	PET03	PETTY CASH	240.32	.00	240.32	080619	M&S/CONF-MTGS/TRNG-ED/VEH
006575	06/23/08	COR2B	CORNING UNION HIGH SCHOOL	36.95	.00	36.95	517127	MAT & SUPPLIES-BLD. MAINT
006576	06/24/08	HIL10	HILL, TIFFANY	2403.31	.00	2403.31	080624	TRAINING/ED-POLICE
006577	06/24/08	JOU00	JOURDAN, JUSTIN BRYANT	710.00	.00	710.00	080623	TRAINING/ED-POLICE
006578	06/24/08	USP01	UNITED STATES POST OFFICE	765.49	.00	765.49	080624	PROF SVCS-WTR
006579	06/26/08	AND03	ANDERS, JOANN	3210.00	.00	3210.00	080626	PROF SVCS-SALADO GRANT
006580	06/26/08	ARA02	ARAMARK UNIFORM SRV. INC.	33.29	.00	33.29	4048071	Mat/Supplies-
				33.29	.00	33.29	4051099	Mat/Supplies-
			Check Total.....	66.58	.00	66.58		
006581	06/26/08	ATT09	AT&T	65.32	.00	65.32	080607	MAT & SUPPLIES-WTR
006582	06/26/08	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0805157	ProfServices Water Dept
006583	06/26/08	BIC01	BICKLEY'S AIR COND.	5194.48	.00	5194.48	00020969	PW'S-BLD. MAINT
006584	06/26/08	CHE02	CHEM QUITP, INC.	191.88	.00	191.88	2041125IN	MAT & SUPPLIES-PARKS
				123.57	.00	123.57	2041126IN	MAT & SUPPLIES-PARKS
				61.68	.00	61.68	2041382IN	MAT & SUPPLIES-WTR
				45.56	.00	45.56	2041544IN	MAT & SUPPLIES-PARKS
			Check Total.....	422.69	.00	422.69		
006585	06/26/08	CHI05	CHICO SHRED	40.00	.00	40.00	22980	Equip.Maint. General City
006586	06/26/08	CLA01	CLARKS DRUG STORE	22.78	.00	22.78	080612	MAT & SUPPLIES-POLICE
006587	06/26/08	COM01	COMPUTER LOGISTICS, INC	3840.00	.00	3840.00	41183	Equip.Maint.-GEN. CITY
006588	06/26/08	COR22	CORNING MEDICAL ASSOC	113.00	.00	113.00	080612	PROF SVCS-POLICE
006589	06/26/08	DEP12	DEPT OF JUSTICE	294.00	.00	294.00	681818	PROF SVCS-POLICE & PW ADM
006590	06/26/08	FED01	FEDERAL EXPRESS	16.81	.00	16.81	276876242	MAT & SUPPLIES-BLD MAINT
006591	06/26/08	GAL02	GALL'S INC	100.37	.00	100.37	594167443	SAFETY ITEMS-POLICE

REPORT.: Jun 30 08 Monday
 RUN....: Jun 30 08 Time: 14:25
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-08 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
006592	06/26/08	HOL04	HOLIDAY MARKET #32	168.15	.00	168.15	13574	Mat/Supplies BuildingMain	
006593	06/26/08	JBS10	JESSE HEATING & AIR, INC	162.00	.00	162.00	45855	MAT & SUPPLIES-BLD. MAINT	
				519.00	.00	519.00	45857	MAT & SUPPLIES-BLD MAINT	
			Check Total.....	681.00	.00	681.00			
006594	06/26/08	JIM01	JIM'S PORTABLE WELDING,	85.00	.00	85.00	2985	VEH OP/MAINT-FIRE	
006595	06/26/08	JOH06	JOHNSON'S TURBO CLEAN	792.87	.00	792.87	2012	MAT & SUPPLIES-BLD MAINT	
006596	06/26/08	LNC01	LN CURTIS & SONS	139.84	.00	139.84	115356401	SAFETY ITEMS-FIRE	
006597	06/26/08	NOR31	NORM'S PRINTING	101.89	.00	101.89	005355	PRINTING/ADV-POLICE	
				203.77	.00	203.77	005357	PRINTING/ADV-POLICE	
			Check Total.....	305.66	.00	305.66			
006598	06/26/08	OFF01	OFFICE DEPOT	11.75	.00	11.75	433849832	Office Supplies Policedis	
				36.04	.00	36.04	434014580	Office supplies Policedis	
				32.15	.00	32.15	434220508	COMMUNICATIONS-POLICE	
			Check Total.....	79.94	.00	79.94			
006599	06/26/08	PAT02	PATTERSON ELECTRIC,	58.00	.00	58.00	1216	MAT & SUPPLIES-PARKS	
				1165.79	.00	1165.79	1217	MAT & SUPPLIES-PARKS	
			Check Total.....	1223.79	.00	1223.79			
006600	06/26/08	PGE2A	PG&E	46.86	.00	46.86	080617	ELECT-BLUE HERON CT	
006601	06/26/08	QUI02	QUILL CORPORATION	31.82	.00	31.82	8050787	Office Supplies-FINANCE	
006602	06/26/08	RAY02	RAY ALLEN MANUFACTURING	144.90	.00	144.90	233929	VEH REPL-POLICE	
006603	06/26/08	TEH14	TEHAMA CO SECRET WITNESS	1020.00	.00	1020.00	080626	Secret Witness PoliceSery	
006604	06/26/08	TEH15	TEHAMA CO SHERIFF'S DEPT	147.00	.00	147.00	080618	PROF SVCS-POLICE & PW ADM	
006605	06/26/08	TRI02	TRI-COUNTY NEWSPAPERS	74.93	.00	74.93	016511680	Print/Advert. City Clerk	
006606	06/26/08	VAL01	VALLEY INDUSTRIAL COMM.	132.48	.00	132.48	92824	COMMUNICATIONS-FIRE	
006607	06/26/08	WAR03	WARD'S CONCRETE, INC	7142.50	.00	7142.50	080625	CG&S REPLACEMENT-STR	
			Cash Account Total.....	30036.40	.00	30036.40			
			Total Disbursements.....	30036.40	.00	30036.40			
			Cash Account Total.....	.00	.00	.00			

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
3504	06/18/08	BAW03	POLICE OFFICER ASSOC.	165.00	.00	165.00	A80617	POLICE OFFICER ASSOC
3505	06/18/08	EDD01	EMPLOYMENT DEVELOPMENT	3449.99	.00	3449.99	A80617	STATE INCOME TAX
				913.68	.00	913.68	1A80617	SDI
			Check Total.....	4363.67	.00	4363.67		
3506	06/18/08	ICM01	ICMA RETIREMENT TRUST-457	2534.25	.00	2534.25	A80617	ICMA DEF. COMP
3507	06/18/08	OEU03	OPERATING ENGINEERS	850.00	.00	850.00	A80617	CREDIT UNION SAVINGS
3508	06/18/08	PERS1	PUBLIC EMPLOYEES RETIRE	30766.59	.00	30766.59	A80617	PERS PAYROLL REMITTANCE
3509	06/18/08	PERS4	Cal Pers 457 Def. Comp	275.00	.00	275.00	A80617	PERS DEF. COMP.
3510	06/18/08	PRE03	PREMIER WEST BANK	5574.98	.00	5574.98	A80617	HSA DEDUCTIBLE
3511	06/18/08	VAL06	VALIC	1050.00	.00	1050.00	A80617	AIG VALIC P TAX
3512	06/24/08	AFL01	AMERICAN FAMILY LIFE	1411.84	.00	1411.84	A80630	AFLAC INS.PRE TAX
3513	06/24/08	BLU02	BLUE SHIELD OF CALIFORNIA	10440.00	.00	10440.00	A80630	MEDICAL INSURANCE
3514	06/24/08	OEU01	OPERATING ENGINEERS #3	19318.00	.00	19318.00	A80630	MEDICAL INSURANCE
3515	06/24/08	OEU02	OPERATING ENG. (DUERS)	205.00	.00	205.00	A80630	UNION DUES MGMT
				369.00	.00	369.00	1A80630	UNION DUES POLICE
				380.00	.00	380.00	2A80630	UNION DUES DISPATCH
				570.00	.00	570.00	3A80630	UNION DUES
			Check Total.....	1524.00	.00	1524.00		
3516	06/24/08	PRI04	PRINCIPAL	2476.55	.00	2476.55	A80630	DENTAL INSURANCE
				488.99	.00	488.99	1A80630	VISION INSURANCE
			Check Total.....	2965.54	.00	2965.54		
3517	06/24/08	TRA03	TRANSAMERICA WORKSITE MKT	743.60	.00	743.60	A80630	LIFE INSURANCE

Cash Account Total.....: 81982.47
 Total Disbursements.....: 81982.47
 =====

REPORT.: Jul 02 08 Wednesday
 RUN.....: Jul 02 08 Time: 15:02
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-08 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
006608	06/30/08	\G016	GARCIA-FLORES, JAIME	2.01	.00	2.01	000A80601	MQ CUSTOMER REFUND FOR GA
006609	06/30/08	\W035	METCALF, GISELA	157.50	.00	157.50	000A80601	MQ CUSTOMER REFUND FOR ME
006610	06/30/08	\S048	SCOTT, KRISTY	7.78	.00	7.78	000A80601	MQ CUSTOMER REFUND FOR SC
006611	06/30/08	\S049	SERVIN, ARTURO & ALFREDO	96.32	.00	96.32	000A80601	MQ CUSTOMER REFUND FOR SE
006612	06/30/08	\S050	S.H.H.I.P.	3.63	.00	3.63	000A80601	MQ CUSTOMER REFUND FOR SH
006613	06/30/08	\S051	S.H.H.I.P.	10.63	.00	10.63	000A80601	MQ CUSTOMER REFUND FOR SH
006614	06/30/08	\S052	S.H.H.I.P.	20.90	.00	20.90	000A80601	MQ CUSTOMER REFUND FOR SH
006615	06/30/08	\S053	SILAPASAY, WANG & FONG	11.54	.00	11.54	000A80601	MQ CUSTOMER REFUND FOR SI
006616	06/30/08	\T009	THAYER, ROBERT	20.30	.00	20.30	000A80601	MQ CUSTOMER REFUND FOR TH
006617	06/30/08	\V020	VALENTE, MANUEL	6.00	.00	6.00	000A80601	MQ CUSTOMER REFUND FOR VA
006618	06/30/08	\W015	WEST COAST REALTY GROUP,	24.54	.00	24.54	000A80601	MQ CUSTOMER REFUND FOR WE
006638	06/30/08	ADA02	ADAMSON POLICE PRODUCTS	324.97	.00	324.97	INV07570	SAFETY ITEMS-POLICE
006639	06/30/08	ALL11	ALL SPORTS EQUIPMENT &	394.35	.00	394.35	104065	MAT & SUPPLIES-REC
006640	06/30/08	AND01	ED ANDERSON	3202.50	.00	3202.50	080701	ProfServices-
006641	06/30/08	BAN04	BANK OF THE WEST	47308.33	.00	47308.33	000034157	FIRE ENGINE#114-FIRE CAP
006642	06/30/08	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	0805407	ProfServices Water Dept
006643	06/30/08	CHE01	CHEVRON/TEXACO CARD SVCS.	137.07	.00	137.07	093620	K-9 PROGRAM-POLICE
006644	06/30/08	CHE02	CHEM QUIP, INC.	195.67	.00	195.67	2041824IN	MAT & SUPPLIES-WTR
				894.60	.00	894.60	2041844IN	MAT & SUPPLIES-WTR
			Check Total.....:	1090.27	.00	1090.27		
006645	06/30/08	CHI05	CHICO SHRED	243.08	.00	243.08	23128	MAT & SUPPLIES-FINANCE
006646	06/30/08	CLA01	CLARKS DRUG STORE	5.35	.00	5.35	28904	MAT & SUPPLIES-POLICE
006647	06/30/08	COR03	CORNING RENTALS	45.00	.00	45.00	30100	A/C CITYWIDE-STR PROJ
				105.00	.00	105.00	30151	A/C CITYWIDE-STR PROJ
				200.00	.00	200.00	30176	A/C CITYWIDE-STR PROJ
				45.00	.00	45.00	30215	A/C CITYWIDE-STR PROJ
				36.00	.00	36.00	30232	A/C CITYWIDE-STR PROJ

REPORT.: Jul 02 08 Wednesday
 RUN....: Jul 02 08 Time: 15:02
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-08 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
			Check Total.....	431.00	.00	431.00		
006648	06/30/08	COR08	CORNING LUMBER CO INC	569.12	.00	569.12	080625	Mat/Supplies-
006649	06/30/08	COR11	CORNING SAFE & LOCK	1.88	.00	1.88	2172	MAT & SUPPLIES-POLICE
				90.89	.00	90.89	2178	MAT & SUPPLIES-POLICE
				2.68	.00	2.68	2179	MAT & SUPPLIES-BLD MAINT
			Check Total.....	95.45	.00	95.45		
006650	06/30/08	COR12	CORNING FORD MERCURY, INC	1920.59	.00	1920.59	123183	Veh Opr/Maint-
				152.32	.00	152.32	123384	Veh Opr/Maint-POLICE
				39.16	.00	39.16	123425	Veh Opr/Maint-POLICE
				1149.68	.00	1149.68	122906A	Veh Opr/Maint-POLICE
			Check Total.....	3261.75	.00	3261.75		
006651	06/30/08	DAY03	DAY WIRELESS SYSTEMS	114.00	.00	114.00	950670	EQUIP REPL-POLICE
006652	06/30/08	DEP03	DEPT OF TRANS/CAL TRANS	123.96	.00	123.96	181272	Equip.Maint. St&Trf Light
				959.34	.00	959.34	02012735	Equip.Maint. St&Trf Light
			Check Total.....	1083.30	.00	1083.30		
006653	06/30/08	DEP12	DEPT OF JUSTICE	175.00	.00	175.00	685829	PROF SVCS-POLICE
006654	06/30/08	INT01	INTERLAND BUSINESS SUPPLY	845.51	.00	845.51	080630	Office Supplies-
006655	06/30/08	JOH05	JOHNSON, DELBERT	1240.00	.00	1240.00	080624	MAT & SUPPLIES-STR
006656	06/30/08	LAN07	LANGUAGE LINE SERVICES	31.02	.00	31.02	010100520	COMMUNICATIONS-POLICE
006657	06/30/08	LIN01	LINCOLN EQUIPMENT, INC.	2006.68	.00	2006.68	5194797	MAT & SUPPLIES-PARKS
006658	06/30/08	LNC01	LN CURTIS & SONS	85.91	.00	85.91	115169101	SAFETY ITEMS-FIRE
				97.64	.00	97.64	115356402	SAFETY ITEMS-FIRE
				85.91	.00	85.91	115406100	SAFETY ITEMS-FIRE
			Check Total.....	269.46	.00	269.46		
006659	06/30/08	MCC01	MCCOY'S HARDWARE & SUPPLY	353.51	.00	353.51	080625	MAT & SUPPLIES/SM TOOLS
006660	06/30/08	NAP01	NAPA AUTO PARTS	95.74	.00	95.74	080625	Veh Opr/Maint-FIRE
				285.23	.00	285.23	080625A	Veh Opr/Maint-MAT & SUPPL
			Check Total.....	380.97	.00	380.97		
006661	06/30/08	NEX02	NEXTEL	327.40	.00	327.40	086319079	COMMUNICATIONS-POLICE

REPORT: Jul 02 08 Wednesday
 RUN: Jul 02 08 Time: 15:02
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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-08 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
006662	06/30/08	NOR01	NORTH VALLEY BARRICADE	171.60	.00	171.60	11032	STR BARRICADES-STR PROJ
006663	06/30/08	OFF01	OFFICE DEPOT	23.89	.00	23.89	434014846	Office Supplies Policedis
				205.88	.00	205.88	434690637	EQUIP MAINT-POLICE
			Check Total.....	229.77	.00	229.77		
006664	06/30/08	PAC16	PACIFIC TELEMANAGEMENT	303.00	.00	303.00	45564	COMMUNICATIONS-GEN CITY
				303.00	.00	303.00	49657	COMMUNICATIONS-GEN CITY
			Check Total.....	606.00	.00	606.00		
006665	06/30/08	PGE01	PG&E	315.85	.00	315.85	080626	Electricity-SWR
006666	06/30/08	PGE2B	PG&E	7444.85	.00	7444.85	080624	PROF SVCS-WWTP
006667	06/30/08	PRI03	PRICE'S PHARMACY	6.01	.00	6.01	78437	Mat/Supplies-PARKS
006668	06/30/08	QUI02	QUILL CORPORATION	74.30	.00	74.30	8270185	Office Supplies-FINANCE
				394.27	.00	394.27	8275878	Office Supplies-FINANCE
				39.36	.00	39.36	8307796	Office Supplies-FINANCE
			Check Total.....	507.93	.00	507.93		
006669	06/30/08	SEI01	SEILER, ROY R., CPA	4577.80	.00	4577.80	22741	ProfServices Finance Dept
006670	06/30/08	TEH01	TEHAMA ASPHALT	815.54	.00	815.54	2970	A/C CITYWIDE-STR PROJ
006671	06/30/08	TEH06	TEHAMA CO ENVIRON HEALTH	113.00	.00	113.00	200821044	MAT & SUPPLIES-BLD MAINT
				267.00	.00	267.00	200836010	MAT & SUPPLIES-PARKS
			Check Total.....	380.00	.00	380.00		
006672	06/30/08	TEH13	TEHAMA CO AUDITOR	58.50	.00	58.50	080701	PkngCiteToCnty PoliceServ
006673	06/30/08	UNI02	UNIFORMS, TUXEDOS & MORE	821.00	.00	821.00	81245	SAFETY ITEMS-POLICE
006674	06/30/08	USA01	USA BLUE BOOK	228.74	.00	228.74	620385	MAT & SUPPLIES-WTR
006675	06/30/08	USB01	US BANCORP	913.59	.00	913.59	101606085	Rents/Leases-GEN CITY
006676	06/30/08	WAS01	WASTE MANAGEMENT OF	96315.83	.00	96315.83	080630	WASTE MGMT PYMT-SOLID WAS
006677	06/30/08	WES02	WESTERN BUSINESS PRODUCTS	35.76	.00	35.76	012948	Equip.Maint.-FIRE
006678	06/30/08	XER00	XEROX CORPORATION	322.91	.00	322.91	033717860	EQUIP MAINT-POLICE
006679	06/30/08	FIR01	FIRST BANKCARD	89.56	.00	89.56	080626	COMMUNICATIONS-GEN CITY

REPORT.: Jul 02 08 Wednesday
 RUN....: Jul 02 08 Time: 15:02
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-08 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
006680	06/30/08	FIR02	FIRST BANKCARD	1520.60	.00	1520.60	080721	BLD MAINT/VEH REPL/SAFETY
006681	06/30/08	NOR25	NORTHERN LIGHTS ENRGY,INC	1270.20	.00	1270.20	84559	TRAINING/ED-VEH OP/MAINT
006682	06/30/08	VAL07	VALLEY VETERINARY CLINIC	175.50	.00	175.50	39030	K-9 PROGRAM-POLICE
				49.89	.00	49.89	39031	K-9 PROGRAM-POLICE
Check Total.....				225.39	.00	225.39		
Cash Account Total.....				181222.67	.00	181222.67		
Total Disbursements.....				181222.67	.00	181222.67		

REPORT.: Jul 02 08 Wednesday
 RUN....: Jul 02 08 Time: 15:03
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-08 Bank Account.: 1020

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 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
006619	07/01/08	BRE01	BREWER, JOHN	400.00	.00	400.00	000A807011	VEH OP/MAINT-	
				-400.00	.00	-400.00	000A80701u	Ck# 006619 Reversed	
			Check Total.....	.00	.00	.00			
006620	07/01/08	CAR03	CARDENAS, ANTHONY	400.00	.00	400.00	000A807011	ProfServices PoliceServic	
006621	07/01/08	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000A807011	Finance Dept.	
006622	07/01/08	COR09	CORNING CHAMBER OF COMM.	1500.00	.00	1500.00	000A807011	CngChamberComm. Economic	
006623	07/01/08	HAL05	HALL, ROBERT	104.70	.00	104.70	000A807011	ProfServices FireDepartme	
006624	07/01/08	KEN00	KEN VAUGHAN & SONS	704.17	.00	704.17	000A807011	Landscape Maint-Parks	
006625	07/01/08	KEN01	KEN VAUGHAN & SONS	800.00	.00	800.00	000A807011	Janitorial	
006626	07/01/08	PIT01	PITNEY BOWES	241.84	.00	241.84	000A807011	Rents/Leases Finance Dept	
006627	07/01/08	RUS01	RUSS, TOM	52.60	.00	52.60	000A807011	Veh Opr/Maint	
006628	07/01/08	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000A807011	K-9 PROGRAM-POLICE	
006629	07/01/08	TLD01	TLDC	1000.00	.00	1000.00	000A807011	Economic Devel	
006630	07/01/08	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000A807011	Prof. Svcs.-Fire Dept.	
006631	07/01/08	BRE01	BREWER, JOHN	400.00	.00	400.00	080701	VEH OP/MAINT-	
006632	07/02/08	COR12	CORNING FORD MERCURY, INC	30.11	.00	30.11	123836	Veh Opr/Maint-POLICE	
				5.28	.00	5.28	609536	Veh Opr/Maint-POLICE	
			Check Total.....	35.39	.00	35.39			
006633	07/02/08	LIN02	LINNETS TIRE SHOP	104.68	.00	104.68	48280	Veh Opr/Maint-POLICE	
				213.36	.00	213.36	48282	Veh Opr/Maint-POLICE	
			Check Total.....	318.04	.00	318.04			
006634	07/02/08	MOR02	RAY MORGAN COMPANY	4531.72	.00	4531.72	426572	COMMUNICATIONS-RENT/LEASE	
006635	07/02/08	NYE00	NYE, DARREN	200.00	.00	200.00	080626	REC INST.-REC DEPT	
006636	07/02/08	STU00	STUDER, JOHN	300.00	.00	300.00	080626	REC INST.-REC DEPT	
006637	07/02/08	NYE00	NYE, DARREN	180.00	.00	180.00	080626A	REC INST.-REC DEPT	
006683	07/02/08	FIR00	FIRST BANKCARD	169.00	.00	169.00	080626	TRAINING/ED-FIRE	
			Cash Account Total.....	11921.88	.00	11921.88			
			Total Disbursements.....	11921.88	.00	11921.88			

Date.: Jul 2, 2008
 Time.: 3:04 pm
 Run by: LORI

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
DRESSER INC DBA:WAYN	2519 EVERGREEN AVE	WEST SACRAMENTO, CA 95691	HOLCOMB	WILLIAM CONTRACTOR	06/27/08	(916)870-3880
LINCARE, INC.	344 SOUTH MAIN STREET	RED BLUFF, CA 96080	JOE KNIGHT	SALES & RENTALS OF MEDICAL EQUIPMENT	06/24/08	(727)530-7700
REEVE-KNIGHT CONSTRU	128 ASCOT DR	ROSEVILLE, CA 95661	CALLAHAN	CONTRACTOR - A & B	06/25/08	(916)786-5112
RYAN'S HANDYMAN SERV	506 SOUTH ST	CORNING, CA 96021		JONATHA MINOR HOME REPAIRS (HANDYMAN)	07/01/08	(530)210-1803

CITY OF CORNING**JUNE 2008****TREASURERS REPORT**

AGENCY	BALANCE	RATE	MATURES ON
LOCAL AGENCY INVESTMENT FUND	3,073,033.96	4.18	
PREMIER WEST BANK	189,940.66	2.67	03/28/09
PREMIER WEST BANK	170,123.28	2.67	04/20/09
TRUST ACCOUNTS			
PREMIER WEST BANK RIDELL TRUST	197,729.34	4.46	12/13/08

Respectfully Submitted

Pala Cantrell
City Treasurer

PERMITS ISSUED (sort by Permit #)

Item No.: H-7

For the Period 6/1/2008 thru 6/30/2008

Owner and Address	Parcel Number	Issued On	Valuation
AMERICAN TOWER 2351 CORONA AVE CORNING CA 96021 Permit Description: CHANGE TOWER ANTENNA	6921055 Site Street Address: 2351 CORONA AVE	6/11/2008	3,000.00
ROY GUMM 508 CHESTNUT ST CORNING CA 96021 Permit Description: TEAR OFF/REROOF	7311205 Site Street Address: 508 CHESTNUT ST	6/2/2008	6,280.00
KENNETH TUBBS 2008 NORTH ST CORNING CA 96021 Permit Description: NEW AC UNIT	7132006 Site Street Address: 2008 NORTH ST	6/3/2008	6,812.00
BRANDON HILLER 1290 FIFTH ST CORNING CA 96021 Permit Description: REMODEL,ROOF,WINDOWS,DECK,PORCH,ETC.	7124107 Site Street Address: 1290 FIFTH ST	6/4/2008	15.00
ANNA RODRIGUEZ 1502 YOLO ST CORNING CA 96021 Permit Description: TEAR OFF/REROOF	7110406 Site Street Address: 1502 YOLO ST	6/3/2008	1,500.00
BELL CARTER FOODS 1012 2ND ST CORNING CA 96021 Permit Description: BLOCK WALL,FENCE ,GATES	7309101 Site Street Address: 1012 2ND ST	6/6/2008	25,000.00
JESSENIA VIRAMONTES 1409 MARIN ST CORNING CA 96021 Permit Description: ELECT. SERVICE CHANGE	7116405 Site Street Address: 1409 MARIN ST	6/10/2008	400.00

PERMITS ISSUED (sort by Permit #)

For the Period 6/1/2008 thru 6/30/2008

Owner and Address	Parcel Number	Issued On	Valuation
NANCY STRACK 296 VICTORIAN PARK CORNING CA 96021 Permit Description: TEAROFF REROOF	7533001 Site Street Address: 296 VICTORIAN PARK	6/12/2008	3,960.00
DEONISIO SANTILLAN 1658 HERBERT AVE CORNING CA 96021 Permit Description: INCLOSED CARPORT	7122207 Site Street Address: 1658 HERBERT AVE	6/16/2008	9,000.00
JOE LINDELL 314 HOUGHTON AVE CORNING CA 96021 Permit Description: NEW DETACHED GARAGE	7102017 Site Street Address: 314 HOUGHTON AVE	6/13/2008	20,160.00
JAMEY SPINDLER 1512 TEHAMA ST CORNING CA 96021 Permit Description: CONCRETE PATIO	7104309 Site Street Address: 1512 TEHAMA ST	6/13/2008	1,500.00
CITY OF CORNING 1015 FOURTH ST CORNING CA 96021 Permit Description: NEW HEAT PUMP	7117705 Site Street Address: 1015 FOURTH ST	6/17/2008	5,194.48
VIC DICKISON 1466 CENTER ST CORNING CA 96021 Permit Description: TEAR OFF /REROOF	7123108 Site Street Address: 1466 CENTER ST	6/17/2008	2,000.00
JUAN CATANEDA 1308 PEAR ST CORNING CA 96021 Permit Description: STUCCO HOUSE	7314506 Site Street Address: 1308 PEAR ST	6/18/2008	3,000.00
BANK OF AMERICA 1222 SOLANO ST CORNING CA 96021 Permit Description: SIGN REPLACEMENT	7113317 Site Street Address: 1222 SOLANO ST	6/26/2008	14,768.00

PERMITS ISSUED (sort by Permit #)

For the Period 6/1/2008 thru 6/30/2008

Owner and Address	Parcel Number	Issued On	Valuation			
JOSH SCHWEIKHART 1403 FIG LN CORNING CA 96021 Permit Description: REPLACE WOOD SIDING	7128039 Site Street Address: 1403 FIG LN	6/23/2008	1,500.00			
BANK OF AMERICA 1222 SOLANO ST CORNING CA 96021 Permit Description: ELECT. FOR TV MONITORS	7113317 Site Street Address: 1222 SOLANO ST	6/25/2008	25,000.00			
JUAN CASTANEDA 1308 PEAR ST CORNING CA 96021 Permit Description: ABOVE GROUND POOL/FENCE	7314506 Site Street Address: 1308 PEAR ST	6/25/2008	650.00			
18 Permits Issued from		6/1/2008	Thru	6/30/2008	OR A TOTAL VALUATION OF	\$ 129,739.48
*** END OF REPORT ***						



RECEIVED
JUL 13 2008
CITY OF CORNING

**CITY OF CORNING
WASTEWATER OPERATION SUMMARY REPORT
JUNE 2008**

Below is a summary of the Monthly Operations Report that will be available for City review on July 8, 2008.

- 1) Filled out monthly reports.
- 2) Performed monthly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Sent vehicle report to Folsom.
- 5) Wasted to thickener.
- 6) Pumped to beds from thickener and EQ.
- 7) Called Tel-Star about trial analyzer.
- 8) Worked on Maintain it program.
- 9) Safety meeting.
- 10) Completed SSO report.
- 11) Cleaned up shop.
- 12) Inspected eyewash and emergency showers.
- 13) Unloaded chlorine truck.
- 14) Sprayed weeds around plant.
- 15) Exercised generator.
- 16) Cleaned So2 pump.

- 17) Changed out bags on Helisieve Unit.
- 18) Cleaned chlorine building.
- 19) Took out trash.
- 20) Tested all chlorine and So₂ sensors.
- 21) River samples.
- 22) Heating element on still broke.
- 23) Mowed lawn.
- 24) Ordered new heating element for still.
- 25) Checked all fire extinguishers.
- 26) So₂ flow chart broke, called Tel-Star for new one.
- 27) Cleaned probe at lift station.
- 28) Cleaned drying beds.
- 29) Sewer call line behind Marvin Gardens.
- 30) Repaired SO₂ pump discharge hose.
- 31) Calibrated So₂ analyzer.
- 32) Finished storm water report and sent to state.
- 33) Notified State Water Board (Greg Cash) about SO₂ chart recorder not working.
- 34) Called Cummins about service on generator.
- 35) Replaced faucet in lab.
- 36) Sent chart recorders back to Tel-Star, they sent wrong one.
- 37) Called by Security Company alarm in shop, Bob and PD responded found nothing.

Total daily plant flow for the month of June 2008 was 676,667 GPD.

Total daily plant flow for the previous month of May 2008 was 583,073 GPD

June 2008

Industrial Flow = 743,849 GPD
(Flow into the Bell Carter Ponds)

Domestic Flow = 676,667 GPD

May 2008

Industrial Flow = 683,258 GPD

Domestic Flow = 583,073 GPD

ITEM NO: H-9
RELEASE OF CONTRACT RETENTION
FEES FOR THE 2007 STREET PAVING
PROJECT
JULY 8, 2008

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

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

SUMMARY:

The Project Engineer, Financial Consultant and the Director of Public Works now requests Council approval to release on July 16, 2008 the 10% retention in the amount of \$78,791.32 held on this project. This date is in compliance with the required 35-days following the filing date of the Notice of Completion.

Attached for City Council review is a copy of the Notice of Completion for the Safe Routes to School Program Project with the recording date of August 20, 2007.

BACKGROUND:

The City Council accepted the work on the 2007 Street Paving Project and approved the formal Notice of Completion at the June 10, 2008 City Council meeting. The Notice of Completion was recorded on June 11, 2008. Listed below is the total project expenditure.

Original Construction Contract	\$723,339.95
• Contract Change Order No. 1	\$84,238.00
• Contract Change Order No. 2	\$3,980.00
• Contract Change Order No. 3	-\$84,238.00
	\$31,124.10
• Contract Change Order No. 4	<u>\$9,141.60</u>
• Revised Contract Amount	\$767,585.65
Work Completed (100%)	\$787,913.14
• Less Previous Payments:	\$709,121.83
• Less 10% Retention Held to Date:	<u>\$78,791.32</u>
• Total:	\$787,243.15
Total Project Cost Summary:	
• Preliminary Engineering, Surveying, Bidding:	\$12,693.56
• Construction Engineering and Inspection:	\$2,775.00
• Construction Costs:	<u>\$787,243.15</u>
Total Project Costs:	\$802,711.71

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE RELEASE OF FINAL RETENTION FEES IN THE AMOUNT OF \$78,791.32 TO SUNRISE EXCAVATING FOR THE 2007 STREET PAVING PROJECT FROM BUDGET LINE ITEM 107-9290-3001.

Doc # 2008008182
Page 1 of 2
Date: 6/11/2008 01:53P
Recording Requested By:
CORNING CITY OF
Filed & Recorded in Official Records
of TEHAMA COUNTY
BEVERLY ROSS
COUNTY CLERK & RECORDER
Fee: \$0.00

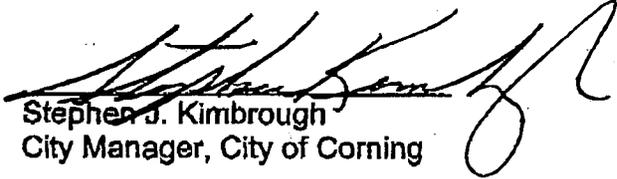
WHEN RECORDED MAIL TO:

City of Corning
794 Third Street
Corning, CA 96021

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of interest or estate in the hereafter described project, the nature of which interest is: Owner in fee of the sidewalks, curbs and gutters and streets.
2. The full name and address of the undersigned owner is: City of Corning, 794 Third Street, Corning, CA 96021.
3. There has been completed the construction of the 2007 Street Reconstruction Project consisting of replacing existing curbs, gutters, sidewalks, valley gutters, street paving, striping and markings on South Street, Peach Street and Fig Lane.
4. The work has been satisfactorily completed and is suitable to be put into use as of May 28, 2008, and has therefore accepted for ownership and operation by: The City Council of the City of Corning at a Regular Council Meeting, on June 10, 2008.
5. The name of the General Contractor was: Sunrise Excavating, 17409 Clear Creek Road, Redding CA 96001, under a contract dated: October 25, 2007.
6. The property herein referred to is situated in the City of Corning, Tehama County, State of California and more particularly described as follows: Fig Lane, between Kirkwood Road and Marquerite Avenue; South Street, between 6th Street and Marquerite Avenue; Peach Street, between Solano Street and Fig Lane.


Stephen J. Kimbrough
City Manager, City of Corning

Date: June 11, 2008

ATTEST:

SEAL


Lisa M. Linnet, City Clerk

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

I, Lisa M. Linnet, City Clerk of the City of Corning, do hereby certify that the foregoing is a true and correct copy of the 2007 Street Projects Notice of Completion. This Notice of Completion was accepted by the City Council of the City of Corning at the June 10, 2008 regular City Council meeting by the votes listed below.

Ayes: Strack, Hill, Dickison, Zuniga and Turner

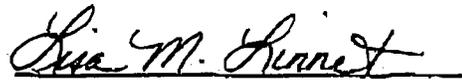
Opposed: None.

Absent/Abstain: None.

Motion was approved by a vote of 5-0..

ATTEST:

SEAL



Lisa M. Linnet, City Clerk

**ITEM NO: H-10
APPROVE FACILITIES USE AGREEMENT
WITH CORNING UNION HIGH SCHOOL
DISTRICT AND CORNING UNION
ELEMENTARY SCHOOL DISTRICT FOR
RECREATION PROGRAMS
JULY 8, 2008**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
KIMBERLY L. BECK, RECREATION SUPERVISOR**

Steve

SUMMARY:

These Facilities Use Agreements were developed by the two Corning School Districts to lay out its understanding of how City may utilize the School District Facilities for the Cities Public Recreation Program.

Both School Districts have been wonderful in their willingness to work with the City to make a Community Recreation Program possible. Both Districts have accepted the City's proof of insurance coverage with an understanding that it would adopt the Facilities Agreements as quickly as possible.

Both Districts' School Boards have already approved the Agreements and the Districts' Superintendents have forwarded them for City Council approval.

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE THE TWO FACILITIES USE AGREEMENTS
BETWEEN THE CITY OF CORNING AND THE CORNING UNION HIGH SCHOOL
DISTRICT AND CORNING UNION ELEMENTARY SCHOOL DISTRICT.**

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT is dated as of May 30, 2008 by and between CORNING UNION HIGH SCHOOL DISTRICT, a public district organized and existing pursuant to California law, ("District") and the CITY OF CORNING, a California municipal corporation ("City"), with respect to the following facts:

- A. The City, to the extent provided in this Agreement, desires to use the facilities of the District for its recreational and educational programs and other community programs. The use of these facilities shall be limited to after-school hours subject to the District's exclusive primary use rights as set forth in this Agreement. The City intends to operate recreational and educational programs for youth and adults and conduct other community services using the facilities owned by the District. The parties intend that the City use of the District's facilities shall be limited to after-school-hours, weekends, and any non-operational hours, as set forth in this Agreement. The City shall comply with all rules, regulations and security measures that are adopted by the District to provide for the safety of students during regularly scheduled school hours and District and School activities, including providing adequate staff to properly supervise the City's activities. Such rules, regulations and security measures must include requirement compliance with Education Code, including, but not limited to such things as Tobacco and Drug Free Zone.

- B. The District's facilities which are the subject of this agreement are described in Exhibit A to this agreement and shall hereafter be referred to as "Facilities." Facilities are intended for the District's exclusive use, however the City may use Facilities during after-school hours subject to a prior scheduling agreement that is acceptable to the District. Subject to the foregoing, the District shall be responsible for reasonably establishing and maintaining the schedule for the use of the Facilities. For purposes of this section, the District shall have the right to pre-empt all Facility use with reasonable notification to the City.

- C. At a regularly scheduled meeting of their respective governing bodies, the District and the City approved entering into this agreement to permit the City to use the Facilities in accordance with the terms of this Agreement.

- D. The parties intend that the City shall have nonexclusive use of the Facilities, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the District and City agree as follows:

Article I

1.1 Agreement for Use

Subject to the provisions of the Agreement, the District agrees to permit the City to use the Facilities.

Article II

USE AND OCCUPANCY

2.3 City Use of Facilities

The City, subject to all provisions of this Agreement, shall be permitted to use the Facilities for purposes of providing, conducting, and supervising community recreational and educational activities, for purposes of providing a comprehensive, supervised, and safe before, and after-school activities program, and for other purposes permitted pursuant to this Agreement. The City shall coordinate its use of the Facilities with the use of those facilities by the District as contemplated by all of the provisions of this Agreement and no such use of the Facilities by the City shall interfere with the scheduled educational or recreational activities of the District or any of its schools. The parties acknowledge that the District and School's scheduled events may change during the term of this Agreement.

2.2 Scheduling of Activities

The parties shall confer, at mutually agreeable dates and times, for the purpose of developing a schedule, and for revising such schedule from time to time as necessary, for use by the City of the Facilities, consistent with all provisions of this Agreement. The City will submit in advance for District approval all proposed facility use. Subject to the exclusive and primary use rights of the District, the City shall be responsible for maintaining the schedule for the gymnasiums which they will be using. For purposes of scheduling the hours of use of the Facilities, the Superintendent of the school or his or her designee shall be the District's representative and the City Manager of the City or his or her designee shall be the City's representative. Each party shall have the right to change its designated representative by written notice to the other party. Either party shall have the right to request a meeting to discuss any necessary revisions to the schedule.

2.3 Safety of Users / Responsibility for Staffing and Operating the Facilities

The City is responsible for the safety of its users and the operation and staffing of the Facilities during the time it is using the facilities. The District is responsible for the safety of its users and the operation and staffing of the Facilities during the time it is in use by the District. The District shall provide training on safety and crisis plans for all involved sites used by the City.

Article III

TERMS OF AGREEMENT

3.1 Term

The initial term of this Agreement shall be one (1) year, or until June 30, 2009. If the City has not defaulted under this Agreement after notice and expiration of any applicable cure period during the prior twelve (12) month period or more than three (3) times during the initial term, the City shall have the right to extend the term of this Agreement annually. The City shall provide notice to the District no later than six (6) months prior to the expiration of the annual term of this Agreement, or any extension thereof, that the City desires to renew. The maximum duration of this Agreement shall in no event exceed one (1) year unless otherwise agreed in writing between the parties. This Agreement will be reviewed every year to maintain accurate information and to make current any change in administration.

3.2 Expiration of Term

In addition to any other grounds for termination of this Agreement set forth herein, this Agreement shall terminate upon expiration of the initial term of the Agreement without extension thereof, or upon expiration of any extension to the initial term without additional extensions thereof ("Expiration"). Notwithstanding any other provisions of this Agreement, the District may terminate this Agreement prior to the Expiration in the event the Board, in its sole discretion, determines to close the Schools, either permanently or temporarily, for a period exceeding one (1) school year.

3.3 Equipment and Fixtures

Prior to the Expiration, the City may remove any equipment and non-fixture furnishings that are not permanently attached to the Facilities or the School grounds, the cost of which was paid by the City ("Furnishings"). Any Furnishings and other personal property remaining within, on or at the Facilities after Expiration shall be deemed the sole property of the District. The City may not, without the express prior written permission of the District, remove any fixtures that are built-into or attached to any portion of the Facilities or that were paid for with State or District funds ("Permanent Improvements"). In the event the removal of any Furnishings from the Facilities causes damage to the Facilities or any Permanent Improvements, the City shall promptly make all repairs necessary to restore the Facilities or the Permanent Improvements to their condition prior to such damage. In the event of any termination of this Agreement prior to Expiration the City shall remove all Furnishings and other personal property purchased by the City within thirty (30) days after receipt of notice of such termination or the City shall be deemed to have relinquished to the District all right and title to such Furnishings.

3.4 Reimbursement for Loss or Damage

Upon Expiration or earlier termination of this Agreement, the City shall give the District copies of all keys in the City's possession for control of all doors, cabinets, or other locks in the Facilities. Upon return of possession to the District, the Facilities shall be in a safe and well-maintained condition, comparable to their condition upon commencement of the City's possession thereof, less reasonable wear and tear and any damage caused by the District or any of its schools, or by any pupils or invitees of the District or its schools. Upon surrender of possession, if the Facilities are not in such condition, at the election of the District, the City shall either restore them to the required condition or shall pay to the District the reasonable cost of such restoration.

Article IV

COSTS AND OTHER OBLIGATIONS

4.1. Direct Costs

Unless otherwise specifically agreed in writing by the parties, the city shall not be charged a fee by the District for use of the Facilities and the District's routinely budgeted maintenance and repair costs for said Facility. The use of Facilities includes water, electricity, and gas as needed. The District, upon review of gas, and electrical use during City sponsored activities, reserves the right to place a fee on gas and electricity based on the increasing usage, should costs exceed the District's ability to fund.

4.2. Furnishings, Equipment, and Supplies

Subject to the District's advance approval, the City shall have use of the furnishings and equipment of the District as deemed necessary for all events, activities, and programs that the City sponsors. The District's Superintendent or designee shall be the representative for purposes of the District consent required pursuant to this Section.

4.3. Maintenance

(a) The City is responsible for cleaning the facilities and the maintenance thereof for its use and the District is responsible for cleaning the facilities and the maintenance thereof for its use. After the conclusion of an event, activity, or program sponsored or conducted by the City, the City shall immediately thereafter perform any necessary cleaning of the Facilities and shall ensure its completion in such time as to preclude any interference with the District's educational and recreational programs. If, after the conclusion of an event, activity, or program sponsored or conducted by the City, the City fails to perform the necessary cleaning of the Facilities to ensure its completion in such time as to preclude any interference with the District's educational and recreational programs, the District shall bill City the reasonable cost thereof of having such work completed by others. City shall reimburse to the District one hundred

percent (100%) of the reasonable cost to the District of any such janitorial services.

- (b) The District shall be responsible for performing all other routine maintenance, repairs, and cleaning of the Facilities.
- (c) The District shall be responsible for, and shall pay for the cost of, any capital improvements or replacements, which for purposes of this Agreement are defined as:
 - (A) any building additions;
 - (B) other than normal repair and maintenance, any reconstruction, renovation, or replacement of (i) building structural members; roof or roofing materials, or (ii) electrical, plumbing, and other utility systems; and
 - (C) any repairs of damage for which the District has received insurance proceeds and any repairs that must be capitalized pursuant to generally-accepted accounting principles.

4.4. Responsibility for Damage

The City shall be responsible for the repair of any damage to the Facilities due to, or as a result of, the City's use of such facilities. The repairs shall be sufficient to restore the damaged item to its condition prior to such damage. The City shall ensure that such repairs are made within a reasonable time after the damage occurs. The District shall be responsible for the repair of the Facilities damaged due to, or as a result of, the District's use of the Facilities. District shall also be responsible for the repair of any damage arising from casualty or event that is covered by insurance excepting any damage caused by the City or any of its invitees, representatives, employees, volunteers, or administrators. Should Facilities require repair that results from the increase of use by the City over time, both parties agree to share in the cost of the repair of Facilities. This cost shall be based on an amount mutually agreed upon at least one (1) year in advance of said repair and shall include, but not be limited to, repair of floors, basketball backboards, furniture, floor covers, goals, mats, backstops, and equipment.

4.5. Annual Budget

The City will not be held responsible for or contribute to District budget decisions. The City is exempt from paying District fees through this Agreement for use of the Facilities. Either party shall have the right to schedule a meeting, from time to time, to discuss necessary services required by this Agreement to maximize the benefit of the Facilities for both the District and City while minimizing costs to the greatest extent possible.

Article V

INDEMNIFICATION AND JOINT DEFENSE

5.1 Claims Arising From Acts or Omissions of City

The City hereby agrees to indemnify, defend, and hold harmless the District and its directors, officers, administrators, employees, volunteers, and agents against

and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against the District, arising in whole or in part out of any acts or omissions of the City in the performance of this Agreement unless caused by the sole negligence or willful misconduct of the District. In its sole discretion and at its own cost and expense, the District may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice. However, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The District shall promptly notify the City of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

5.2 Claims Arising From Acts or Omissions of District

The District hereby agrees to indemnify, defend and hold harmless the City and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action or proceeding against the City, arising—in whole or in part out of the acts of omissions of the District in the performance of this Agreement unless caused by the sole negligence or willful misconduct of the City. In its sole discretion and at its sole cost and expense, the City may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice. However, such participation shall not relieve the District of any obligation imposed pursuant to this Agreement. The City shall promptly notify the District of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

5.3 Claims Arising From Joint Acts or Omissions

Each party shall provide its own defense with respect to any claims, action, or proceeding arising out of the joint acts or omissions of the parties. In such cases, each party shall retain its own legal counsel and bear its own defense costs, and each party shall waive any right to reimbursement of such defense costs from the other party.

Article VI INSURANCE

6.1 Liability Insurance Policy

Each party shall obtain, and shall maintain, at its own cost and expense, for the term of this Agreement, a policy of commercial general liability insurance (“Policy”), written on an “occurrence” basis, with a combined single limit of no less than five million dollars (\$5,000,000) per occurrence covering claims for bodily injury, including death, property damage, and damages that may arise out of or result from actions taken by such party, or any of its directors, officers, employees, agents, volunteers, invitees, or contractors, or any person directly or indirectly employed by any of them. For purposes of this agreement, it is understood that the City insurance will be primary insured for City sponsored events with the District as additional insured, and the District will be primary

insured for all District events. The coverage provider shall be subject to each party's reasonable approval. Any deductible shall be the responsibility of, and paid by the insuring party with the deductible. Each party shall have the right of reasonable approval over any policy of insurance obtained by the other party to satisfy the requirements of this Article.

6.2 Reconstruction, Replacement, or Repair

The District is responsible for keeping the Facilities in good repair and insured against loss for the entire term of this agreement. During the term of this Agreement, if all or any portion of the Facilities is destroyed or damaged, the District shall be entitled to retain all insurance proceeds related thereto. Notwithstanding the foregoing, the City shall be entitled to retain all insurance proceeds attributed to the City's Furnishings or other personal property not permanently attached to the Facilities obtained as a result of any insurance coverage separately maintained by the City.

6.3 Worker's Compensation Insurance

Each party shall, in accordance with all applicable laws, rules, and regulations, including section 3700 et seq. of the Labor Code, obtain and maintain in full force and effect during the term of this Agreement a policy of workers' compensation insurance. Such workers' compensation insurance shall provide coverage for all of such party's employees, agents, and volunteers, if applicable, who will be undertaking any actions on behalf of such party pursuant to this Agreement in or upon the Facilities.

6.4 Certificates of Insurance

Prior to any use by City of District facilities pursuant to this Agreement, each party shall provide to the other party copies of all Memoranda of Coverage or all insurance policies required to be obtained pursuant to this agreement, and copies of the certificates of coverage issued by the insured or the JPA evidencing that the City has obtained such coverage. The Certificate of Coverage shall request that the JPA endeavor to provide written notice to the party not later than thirty days prior to cancellation, termination, or expiration without renewal of such changes. The Certificate of Coverage shall be renewed annually.

Article VII
MISCELLANEOUS PROVISIONS

7.1 Use

The City agrees that it will, during the term of this Agreement, utilize the Facilities for the conduct of its Parks and Recreation programs included but not limited to those identified in Exhibit B. [Exhibit A should describe the Facilities]

7.2 Early Termination

Either party may terminate this Agreement, for cause, thirty (30) days after written notice to the other party. Termination shall be deemed, for all purposes,

to be effective upon the thirty-first (31st) day following the giving of such notice unless: (i) the defaulting party has cured the default and provided evidence of such cure to the non-defaulting party within the specified thirty (30) day period, or (ii) prior to the expiration of the specified thirty (30) day period, the defaulting party provides reasonable evidence to the non-defaulting party that the defaulting party has been making reasonable efforts to effect such cure within the thirty (30) day period and is diligently pursuing such cure, but that such cure can not reasonably be completed during the thirty (30) day period. In the event termination is delayed for the reason set forth in (ii) of the preceding sentence, the Agreement shall thereafter terminate if the cure is not affected within a reasonable time, which in no event shall be more than ninety (90) days after written notice to the defaulting party. Cause for termination would include any material breach of this agreement.

7.3 Notices

Notices pursuant to this Agreement shall be given by personal service, registered or certified U.S. Mail (postage pre-paid), or reliable private delivery service such as Federal Express, California Overnight, or United Postal Service. Such notices shall be addressed to the applicable party as set forth in this section. Notices shall be effective upon receipt.

DISTRICT:

Corning Union High School District
643 Blackburn Ave.
Corning, CA. 96021
Attention: Superintendent

CITY:

City of Corning
794 Third Street
Corning, CA. 96021
Attention City Administrator

7.4 Reports

The City shall file with the District, periodically, and at all times agreed upon by representatives of the City, written reports describing the nature and the extent of the services provided by the City pursuant to this Agreement. Such reports shall be in sufficient detail so as to allow representative of the District and interested members of the public to review the same and determine the manner and extent of the services provided and whether the rendering of such services meets the minimum services required to be provided by the City pursuant to the Agreement.

7.5 Assignment and Delegation

The City shall not assign any right or delegate any duty in this Agreement without the written consent of the District.

7.6 Governing Law and Venue

This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California, and any arbitration, mediation, litigation, or other proceeding arising out of this Agreement shall be conducted only in the County of Tehama unless otherwise agreed by the parties.

7.7 Interpretation

In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof. The captions and headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Article, Section, or other provisions of this Agreement. Any reference in this Agreement to an Article or Section, unless specified otherwise, shall be a reference to an Article or Section of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular.

7.8 Waiver

Failure by the District or by the City to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any nature breach of the same or any other term, condition, restriction, or provision.

7.9 Compliance with Law

In taking any action pursuant to, in performance of or in connection with this agreement, and in its use of the Facilities both parties, at their own cost and expense, shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, either now in effect or that may hereafter be promulgated or enacted. Any failure by either party to so comply shall be deemed a material breach of this Agreement.

7.10 Encumbrances

The City shall neither encumber, nor permit the encumbrance of, the Facilities for any purpose. The City shall neither record, nor permit the recording of, any lien, including any mechanics or other liens or encumbrances of any nature with respect to the Facilities. The city shall not pledge, assign or transfer, or collaterally assign, pledge or transfer any portion of the Facilities, including any Permanent Improvements thereon. Upon request of the District, the City shall take all actions required to subordinate its interests arising from this Agreement, if such subordination is necessary, advisable, or helpful to the District, which determination shall be made by the District in its sole discretion.

7.11 Entire Agreement

This Agreement contains the entire agreement and understanding concerning the use of the Facilities by the City, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except, as they are included in this Agreement. The parties acknowledge that neither the other party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, expressed or implied, not contained herein to induce the execution of this Agreement and acknowledge that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

7.12 Amendments

The parties agree that it may be desirable in the future to modify the rights and obligations of the parties as set forth herein. Therefore, this Agreement may be modified or amended upon the mutual agreement of the parties. This Agreement may not be modified or amended except by a writing duly executed by the District and the City.

7.13 Severability

If any Article, Section, provision, paragraph, sentence, clause, or phrase contained in this Agreement shall become illegal, null, void, or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining Articles, Sections, provisions, paragraphs, sentences, clauses, and phrases contained herein shall not be affected thereby.

7.14 Counterparts

This Agreement may be signed in one or more counterparts, which taken together, shall constitute one original document.

7.15 Due Authority

Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents to enter into this Agreement on behalf of that party.

7.16 Recital and Exhibits

All Recitals stated herein and all Exhibits attached hereto or referenced herein are incorporated as effective and operative parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as follows:

CORNING UNION HIGH SCHOOL DISTRICT

By: 
Bruce Cole
Superintendent

CITY OF CORNING

By: _____

APPROVED AS TO FORM

By: _____

Exhibit A

Facilities list for Exhibit A in agreement with the City of Corning for the use of facilities.

Possible facilities needed:

Classroom

Cafeteria / North Conference Room

Field Hockey Field

Football Field

Tennis Courts

Mat Shack

Weight Room (With permission from Football Program only)

JV Softball Field

Football Practice Fields

Varsity Baseball Field

Soccer Fields

Varsity Softball Field

Exhibit B

Activities list for Exhibit B in agreement with the City of Corning for the use of facilities.

Possible activities offered:

- 3-on-3 basketball
- Women's basketball
- Co-ed volleyball league
- Co-ed basketball scrap booking class
- Imagination station
- Dance
- Field trip
- Mommy and me walking
- Adult flag football
- Youth flag football
- Knitting class (scarves)
- Slow break basketball (35 yrs. and older)
- Badminton
- Yoga
- Hunter's safety
- Open gyms
- Karate
- Hitting camps
- Fitness camps
- Computer classes
- Soccer
- Softball
- Arts & Crafts

Corning Union Elementary School District FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT is dated as of May 23, 2008 by and between CORNING UNION ELEMENTARY SCHOOL DISTRICT, a public school district organized and existing pursuant to California law, ("District") and the CITY OF CORNING, a California municipal corporation ("City"), with respect to the following facts:

- A. Education Code section 10900, *et seq.*, authorizes public school districts and municipalities to cooperate with each other for the purposes of providing meaningful leisure and educational opportunities, and toward that end enter into agreements with each other for the purpose of organizing, promoting and conducting such programs of community recreation and education objectives for children and adult citizens of the State. Worthwhile recreational activity contributes to the well being of individuals and, in turn to the progress of society, provision of meaningful leisure opportunities can be properly recognized as a governmental service.
- B. The City, to the extent provided in this Agreement, desires to use the facilities of the District for its recreational and educational programs and other community programs. The use of these facilities shall be limited to after-school hours subject to the District's exclusive primary use rights as set forth in this Agreement. The City intends to operate recreational and educational programs for youth and adults and conduct other community services using the facilities owned by the District. The parties intend that the City use of the District's facilities shall be limited to after-school-hours, weekends, and any non-operational hours, as set forth in this Agreement. The City shall comply with all rules, regulations and security measures that are adopted by the District to provide for the safety of students during regularly scheduled school hours and District and School activities, including providing adequate staff to properly supervise the City's activities. Such rules, regulations and security measures must include requirement compliance with Education Code, including, but not limited to such things as Tobacco and Drug Free Zone.
- C. The District's facilities which are the subject of this agreement are described in Exhibit A to this agreement and shall hereafter be referred to as "Facilities." Facilities are intended for the District's exclusive use, however the City may use Facilities during after-school hours subject to a prior scheduling agreement that is acceptable to the District. Subject to the foregoing, the District shall be responsible for reasonably establishing and maintaining the schedule for the use of the Facilities. For purposes of this section, the District shall have the right to pre-empt all Facility use with reasonable notification to the City.

- D. At a regularly scheduled meeting of their respective governing bodies, the District and the City approved entering into this agreement to permit the City to use the Facilities in accordance with the terms of this Agreement.
- E. The parties intend that the City shall have nonexclusive use of the Facilities, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the District and City agree as follows:

Article I

1.1 Agreement for Use

Subject to the provisions of the Agreement, the District agrees to permit the City to use the Facilities.

Article II

USE AND OCCUPANCY

2.3 City Use of Facilities

The City, subject to all provisions of this Agreement, shall be permitted to use the Facilities for purposes of providing, conducting, and supervising community recreational and educational activities, for purposes of providing a comprehensive, supervised, and safe before, and after-school activities program, and for other purposes permitted pursuant to this Agreement. The City shall coordinate its use of the Facilities with the use of those facilities by the District as contemplated by all of the provisions of this Agreement and no such use of the Facilities by the City shall interfere with the scheduled educational or recreational activities of the District or any of its schools. The parties acknowledge that the District and School's scheduled events may change during the term of this Agreement. The City shall use the Facilities solely for community recreational purposes and in conformance with all federal, state and municipal regulations and ordinances, as well as the District and City's administrative regulations and/or District Board policies.

2.2 Scheduling of Activities

The parties shall confer, at mutually agreeable dates and times, for the purpose of developing a schedule, and for revising such schedule from time to time as necessary, for use by the City of the Facilities, consistent with all provisions of this Agreement. Subject to the exclusive and primary use rights of the District, the City shall be responsible for maintaining the schedule for use during times the City is allocated use for the gymnasium(s) which they will be using. For purposes of scheduling the hours of use of the Facilities, the Superintendent of the school or his or her designee shall be the District's representative and the City Manager of the City or his or her designee shall be the City's representative. Each party shall have the right to change its designated representative by written notice to the

other party. Either party shall have the right to request a meeting to discuss any necessary revisions to the schedule.

2.3 Safety of Users / Responsibility for Staffing and Operating the Facilities

The City is responsible for the safety of its users and the operation and staffing of the Facilities during the time City is using the facilities. The District shall provide training on safety and crisis plans for all involved sites used by the City at the commencement of each Term on a mutually agreeable training schedule. Both parties shall have the responsibility to inspect the Facilities for dangerous conditions of property prior to that party's use to ensure the property is safe to use. Dangerous conditions shall be repaired or adequate warning signs shall be installed before use.

Article III
TERM OF AGREEMENT

3.1 Term

The initial term of this Agreement shall be one (1) year, or until June 30, 2009. If the City has not defaulted under this Agreement after notice and expiration of any applicable cure period during the prior twelve (12) month period, the City shall have the right to extend the term of this Agreement annually. The City shall provide notice to the District no later than six (6) months prior to the expiration of the annual term of this Agreement, or any extension thereof, that the City desires to renew. The maximum duration of successive terms shall in no event exceed one (1) year unless otherwise agreed in writing between the parties. This Agreement will be reviewed every year to maintain accurate information and to make current any change in administration.

3.2 Expiration and Termination

In addition to any other grounds for termination of this Agreement set forth herein, this Agreement shall terminate upon expiration of the initial term of the Agreement without extension thereof, or upon expiration of any extension to the initial term without additional extensions thereof ("Expiration"). Notwithstanding any other provisions of this Agreement, the District may terminate this Agreement prior to the Expiration in the event the Board, in its sole discretion, determines to close the Schools, either permanently or temporarily, for a period exceeding one (1) school year. Notwithstanding the foregoing, either party may terminate this Agreement for convenience by providing the other party with at least sixty (60) days written notice of such termination.

3.3 Equipment and Fixtures

Prior to the Expiration, the City may remove any equipment and non-fixture furnishings that are not permanently attached to the Facilities or the School grounds, the cost of which was paid by the City ("Furnishings"). Any Furnishings and other personal property remaining within, on or at the Facilities after Expiration shall be deemed the sole property of the District. The City may not, without the express prior written permission of the District, remove any

fixtures that are built-into or attached to any portion of the Facilities or that were paid for with State or District funds (“Permanent Improvements”). In the event the removal of any Furnishings from the Facilities causes damage to the Facilities or any Permanent Improvements, the City shall promptly make all repairs necessary to restore the Facilities or the Permanent Improvements to their condition prior to such damage. In the event of any termination of this Agreement prior to Expiration the City shall remove all Furnishings and other personal property purchased by the City within thirty (30) days after receipt of notice of such termination or the City shall be deemed to have relinquished to the District all right and title to such Furnishings.

3.4 Reimbursement for Loss or Damage

Upon Expiration or earlier termination of this Agreement, the City shall give the District copies of all keys in the City’s possession for control for all doors, cabinets, or other locks in the Facilities. Upon return of possession to the District, the Facilities shall be in a safe and well-maintained condition, comparable to their condition upon commencement of the City’s possession thereof, less reasonable wear and tear and any damage cause by the District or any of its schools or by any pupils or invitees of the District or its schools. Upon surrender of possession, if the Facilities are not in such condition, at the election of the District, the City shall either restore them to the required condition or shall pay to the District the reasonable cost of such restoration.

Article IV
COSTS AND OTHER OBLIGATIONS

4.1. Direct Costs

Unless otherwise specifically agreed in writing by the parties, the city shall not be charged a fee by the District for use of the Facilities and the District’s routinely budgeted maintenance and repair costs for said Facility. The use of Facilities includes water, electricity, and gas as needed. The District, upon review of gas, and electrical use during City sponsored activities, reserves the right to place a fee on gas and electricity based on the increasing usage.

4.2. Furnishings, Equipment, and Supplies

Subject to the District’s advance approval, the City shall have use of the furnishings and equipment of the District as deemed necessary for all events, activities, and programs that the City sponsors. The District’s Superintendent or designee shall be the representative for purposes of the District consent required pursuant to this Section.

4.3. Maintenance

- (a) The City is responsible for cleaning the facilities and the maintenance thereof for City’s use of the Facilities. After the conclusion of an event, activity, or program sponsored or conducted by the City, the City shall immediately thereafter perform any necessary cleaning of the Facilities

and shall ensure its completion in such time as to preclude any interference with the District's educational and recreational programs. If, after the conclusion of an event, activity, or program sponsored or conducted by the City, the City fails to perform the necessary cleaning of the Facilities to ensure its completion in such time as to preclude any interference with the District's educational and recreational programs, the District shall bill City the reasonable cost thereof of having such work completed by others. City shall reimburse to the District one hundred percent (100%) of the reasonable cost to the District of any such janitorial services.

- (b) The District shall be responsible for performing all other routine maintenance, repairs, and cleaning of the Facilities.
- (c) The District shall be responsible for, and shall pay for the cost of, any capital improvements or replacements (excluding replacements resulting from damage caused by City's use of Facilities), which for purposes of this Agreement are defined as:
 - (A) any building additions;
 - (B) other than normal repair and maintenance, any reconstruction, renovation, or replacement of (i) building structural members; roof or roofing materials, or (ii) electrical, plumbing, and other utility systems; and
 - (C) any repairs of damage for which the District has received insurance proceeds and any repairs that must be capitalized pursuant to generally-accepted accounting principles.

4.4. Responsibility for Damage

The City shall be responsible for the repair of any damage to the Facilities due to, or as a result of, the City's use of such facilities. The repairs shall be sufficient to restore the damaged item to its condition prior to such damage. The City shall ensure that such repairs are made within a reasonable time after the damage occurs. The District shall be responsible for the repair of the Facilities damaged due to, or as a result of, the District's use of the Facilities. District shall also be responsible for the repair of any damage arising from casualty or event that is covered by insurance excepting any damage caused by the City or any of its invitees, representatives, employees, volunteers, or administrators. Should Facilities require repair that results from the increase of use by the City over time, both parties agree to share in the cost of the repair of Facilities. This shared cost shall be based on an amount mutually agreed upon at least one (1) year in advance of said repair and be limited to repair of floors, basketball backboards, furniture, playground equipment, playing fields and such other items as mutually agreed to by the parties.

4.5. Annual Budget

The City will not be held responsible for or contribute to District budget decisions. The City is exempt from paying District fees through this Agreement for use of the Facilities. Either party shall have the right to schedule a meeting, from time to time, to discuss necessary services required by this Agreement to maximize the benefit of the Facilities for both the District and City while minimizing costs to the greatest extent possible.

Article V

INDEMNIFICATION AND JOINT DEFENSE

5.1 Claims Arising From Acts or Omissions of City

The City hereby agrees to indemnify, defend, and hold harmless the District and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against the District, arising in whole or in part out of any acts or omissions of the City in the performance of this Agreement unless caused by the sole negligence or willful misconduct of the District. In its sole discretion and at its own cost and expense, the District may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice. However, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The District shall promptly notify the City of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

5.2 Claims Arising, From Acts or Omissions of District

The District hereby agrees to indemnify, defend and hold harmless the City and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action or proceeding against the City, arising in whole or in part out of the acts of omissions of the District in the performance of this Agreement unless caused by the sole negligence or willful misconduct of the City. In its sole discretion and at its sole cost and expense, the City may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice. However, such participation shall not relieve the District of any obligation imposed pursuant to this Agreement. The City shall promptly notify the District of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

5.3 Claims Arising From Joint Acts or Omissions

Each party shall provide its own defense with respect to any claims, action, or proceeding arising out of the joint acts or omissions of the parties. In such cases, each party shall retain its own legal counsel and bear its own defense costs, and each party shall waive any right to reimbursement of such defense costs from the other party.

Article VI

INSURANCE

6.1 Liability Insurance Policy

Each party shall obtain, and shall maintain, at its own cost and expense, for the term of this Agreement, a policy of commercial general liability insurance (“Policy”), written on an “occurrence” basis, with a combined single limit of no less than five million dollars (\$5,000,000) per occurrence covering claims for bodily injury, including death, property damage, and damages that may arise out of or result from actions taken by such party, or any of its directors, officers, employees, agents, volunteers, invitees, or contractors, or any person directly or indirectly employed by any of them. For purposes of this agreement, it is understood that the City insurance will be primary insured for City sponsored events with the District as additional insured, and the District will be primary insured for all District events. The coverage provider shall be subject to each party’s reasonable approval. Any deductible shall be the responsibility of, and paid by the insuring party with the deductible. Each party shall have the right of reasonable approval over any policy of insurance obtained by the other party to satisfy the requirements of this Article.

6.2 Reconstruction, Replacement, or Repair

The District is responsible for keeping the Facilities in good repair and insured against loss for the entire term of this agreement. During the term of this Agreement, if all or any portion of the Facilities is destroyed or damaged, the District shall be entitled to retain all insurance proceeds related thereto. Notwithstanding the foregoing, the City shall be entitled to retain all insurance proceeds attributed to the City’s Furnishings or other personal property not permanently attached to the Facilities obtained as a result of any insurance coverage separately maintained by the City.

6.3 Worker’s Compensation Insurance

Each party shall, in accordance with all applicable laws, rules, and regulations, including section 3700 et seq. of the Labor Code, obtain and maintain in full force and effect during the term of this Agreement a policy of workers’ compensation insurance. Such workers’ compensation insurance shall provide coverage for all of such party’s employees, agents, and volunteers, if applicable, who will be undertaking any actions on behalf of such party pursuant to this Agreement in or upon the Facilities.

6.4 Certificates of Insurance

Prior to any use by City of District facilities pursuant to this Agreement, each party shall provide to the other party copies of all Memoranda of Coverage or all insurance policies required to be obtained pursuant to this agreement, and copies of the certificates of coverage issued by the insured or the JPA evidencing that the City has obtained such coverage. The Certificate of Coverage shall request that

the JPA endeavor to provide written notice to the party not later than thirty days prior to cancellation, termination, or expiration without renewal of such changes. The Certificate of Coverage shall be renewed annually.

Article VII

MISCELLANEOUS PROVISIONS

7.1 Use

The City agrees that it will, during the term of this Agreement, utilize the Facilities for the conduct of its Parks and Recreation programs included but not limited to those identified in Exhibit B. [Exhibit A should describe the Facilities]

7.2 Early Termination

Either party may terminate this Agreement, for cause, thirty (30) days after written notice to the other party. Termination shall be deemed, for all purposes, to be effective upon the thirty-first (31st) day following the giving of such notice unless: (i) the defaulting party has cured the default and provided evidence of such cure to the non-defaulting party within the specified thirty (30) day period, or (ii) prior to the expiration of the specified thirty (30) day period, the defaulting party provides reasonable evidence to the non-defaulting party that the defaulting party has been making reasonable efforts to effect such cure within the thirty (30) day period and is diligently pursuing such cure, but that such cure can not reasonably be completed during the thirty (30) day period. In the event termination is delayed for the reason set forth in (ii) of the preceding sentence, the Agreement shall thereafter terminate if the cure is not effected within a reasonable time, which in no event shall be more than ninety (90) days after written notice to the defaulting party. Cause for termination would include any material breach of this agreement.

7.3 Notices

Notices pursuant to this Agreement shall be given by personal service, registered or certified U.S. Mail (postage pre-paid), or reliable private delivery service such as Federal Express, California Overnight, or United Postal Service. Such notices shall be addressed to the applicable party as set forth in this section. Notices shall be effective upon receipt.

DISTRICT:

Corning Union Elementary School District
1590 South Street
Corning, CA. 96021
Attention: Superintendent

CITY:

City of Corning
794 Third Street
Corning, CA. 96021
Attention: City Administrator

7.4 Reports

The City shall file with the District, periodically, and at all times agreed upon by representatives of the City, written reports describing the nature and the extent of the services provided by the City pursuant to this Agreement. Such reports shall be in sufficient detail so as to allow a representative of the District and interested members of the public to review the same and determine the manner and extent of the services provided and whether the rendering of such services meets the minimum services required to be provided by the City pursuant to this Agreement.

7.5 Assignment and Delegation

The City shall not assign any right or delegate any duty in this Agreement without the written consent of the District.

7.6 Governing Law and Venue

This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California, and any arbitration, mediation, litigation, or other proceeding arising out of this Agreement shall be conducted only in the County of Tehama unless otherwise agreed by the parties.

7.7 Interpretation

In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof. The captions and headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Article, Section, or other provisions of this Agreement. Any reference in this Agreement to an Article or Section, unless specified otherwise, shall be a reference to an Article or Section of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular.

- 7.8 Waiver
Failure by the District or by the City to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any nature breach of the same or any other term, condition, restriction, or provision.
- 7.9 Compliance with Law
In taking any action pursuant to, in performance of or in connection with this agreement, and in its use of the Facilities both parties, at their own cost and expense, shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, either now in effect or that may hereafter be promulgated or enacted. Any failure by either party to so comply shall be deemed a material breach of this Agreement.
- 7.10 Encumbrances
The City shall neither encumber, nor permit the encumbrance of, the Facilities for any purpose. The City shall neither record, nor permit the recording of, any lien, including any mechanics or other liens or encumbrances of any nature with respect to the Facilities. The city shall not pledge, assign or transfer, or collaterally assign, pledge or transfer any portion of the Facilities, including any Permanent Improvements thereon. Upon request of the District, the City shall take all actions required to subordinate its interests arising from this Agreement, if such subordination is necessary, advisable, or helpful to the District, which determination shall be made by the District in its sole discretion.
- 7.11 Entire Agreement
This Agreement contains the entire agreement and understanding concerning the use of the Facilities by the City, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except, as they are included in this Agreement. The parties acknowledge that neither the other party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, expressed or implied, not contained herein to induce the execution of this Agreement and acknowledge that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.
- 7.12 Amendments
The parties agree that it may be desirable in the future to modify the rights and obligations of the parties as set forth herein. Therefore, this Agreement may be modified or amended upon the mutual agreement of the parties. This Agreement may not be modified or amended except by a writing duly executed by the District and the City.
- 7.13 Severability
If any Article, Section, provision, paragraph, sentence, clause, or phrase contained in this Agreement shall become illegal, null, void, or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null,

void, or against public policy, the remaining Articles, Sections, provisions, paragraphs, sentences, clauses, and phrases contained herein shall not be affected thereby.

7.14 Counterparts

This Agreement may be signed in one or more counterparts, which taken together, shall constitute one original document.

7.15 Due Authority

Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents to enter into this Agreement on behalf of that party.

7.16 Recital and Exhibits

All Recitals stated herein and all Exhibits attached hereto or referenced herein are incorporated as effective and operative parts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as follows:

CORNING UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Stephen Kelish
Superintendent

CITY OF CORNING

By: _____
Stephen J. Kimbrough
City Manager

APPROVED AS TO FORM

By: _____
Michael C. Fitzpatrick,
City Attorney

EXHIBIT A

Facilities are described as follows:

1. Maywood Middle School gymnasium and playgrounds;
2. Olive View Elementary gymnasium and playgrounds;
3. Woodson Elementary gymnasium and playgrounds;
4. West Street Elementary playgrounds; and
5. other facilities as approved in writing by the District.

EXHIBIT B

Dance

Basketball

Volleyball

Karate

Hitting Camps

Fitness Camps

Open Gyms

Tennis

Flag Football

Softball

Soccer

Arts and Crafts

Computer Classes

**ITEM NO.: H-11
DESIGNATION OF VOTING
DELEGATE AND ALTERNATE
FOR 2008 LEAGUE ANNUAL
CONFERENCE
JULY 8, 2008**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LISA M. LINNET, CITY CLERK

BACKGROUND:

Prior to the League of California Cities Annual Conference, the City Council designates its voting delegate and alternate to represent the City at the League of Cities General Assembly. The League By-Laws require that the voting delegate be officially designated by the City Council.

Staff asks that the City Council consider who will be attending the Conference and appoint a delegate and alternate.

RECOMMENDATION:

**MAYOR AND COUNCIL APPOINT ITS DELEGATE AND ALTERNATE TO THE
LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND GENERAL ASSEMBLY.**

Please review this memo carefully. New procedures were adopted in 2006 regarding designation of voting delegates and alternates and voting at the Annual Conference.

June 13, 2008

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 24-27, Long Beach**

The League's 2008 Annual Conference is scheduled for September 24-27 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 8:30 a.m., September 27, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, your city may appoint up to two alternate voting delegates. In 2006, the ability to appoint up to two alternates was the result of approval of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

Please complete the attached Voting Delegate form and return it to the League's office no later than September 5, so that voting delegate/alternates records may be established prior to the conference. At the conference, voting delegate forms may be returned to the Voting Delegate Desk located in the conference registration area.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of voting card in order to cast a vote. Voting delegates and alternates

-more-



Annual Conference Voting Procedures 2008 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. We encourage voting delegates and alternates to sign in at the Voting Delegate Desk so that they may receive a special stamp on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates) and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is not either a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the city's voting delegate and alternates wish to sit together, all should sign in at the Voting Delegate desk and obtain the special stamps on their badges.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2008 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by September 5, 2008. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this special area will be limited to individuals (voting delegates and alternates) who are identified with a special stamp on their conference badge. If your city's voting delegate and alternates wish to sit together at the Business Meeting, they are all encouraged to sign in at the Voting Desk in order to obtain the identifying stamp that will admit them to the special voting area.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

ATTEST (I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate.)

Name: _____

Phone: _____

Title: _____

Date: _____

Please complete and return by September 5 to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240

**ITEM NO.: H-12
APPROVE EMERGENCY REPAIRS TO
SEWER LINE
JULY 8, 2008**

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

SUMMARY:

City Staff has been forced to move forward with repairs in order to avoid a sewage overflow and fines from the State of California. The eight-inch diameter sewer line running from east to west behind Martins Gardens serves the northeast quadrant of the City. The line experienced its second blockage from roots leading to a sewage overflow which has been reported to State Regulators.

The total cost of the project, including the payment of prevailing wages is expected to cost \$22,205. There is not sufficient time to go to formal bid, and City Code requires the approval of the City Council for exceptions from the purchasing procedures in the City Code.

BACKGROUND:

Following the second blockage, Public Works immediately sought informal bids and received three for the "Slip Lining" of the eight-inch sewer line. The Department expected the cost to be under \$10,000, but the lowest of the three informal bids came in at \$17,100. A cost over \$15,000 triggers the formal bid process which will require as much as forty-five days to mobilize a contractor and make the repairs.

Time is of the essence; therefore, City Staff is seeking City Council authorization "AFTER THE FACT" to make the purchase of materials and service as an emergency under City Code Section 3.12.082 "Exceptions from Purchasing Procedures." The purchasing procedure gives the Purchasing Officer/City Manager emergency authority to approve the purchase of supplies or equipment over \$15,000, but only the City Council can approve contracting for services over \$15,000.

Public Works received three bids listed below, with the lowest bid from Pacific Liners Pipeline Rehabilitation from Vacaville, CA.

Mr. Rooter	\$63,000 +
Brown Plumbing	\$32,500
Pacific Liners	\$22,205

The proposed work will be at prevailing wage as required by State Law.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE EMERGENCY "EXCEPTION FROM THE REGULAR PURCHASING PROCEDURES" AND AWARD THE WORK TO PACIFIC LINERS PIPELINE REHABILITATION OF VACAVILLE, CALIFORNIA.

CITY OF CORNING, CALIFORNIA

PURCHASE REQUISITION

Requisition No. _____

Dated 7-1-68

Purchase Order No. _____
Public Works Sewer Replacement
 Requesting Department _____

DEPT.	FUND	ACCT.	JOB #	AMT
5250	381	9135	A	22,205.00

NAMES AND ADDRESSES OF VENDORS CONTACTED

Pacific Lines
70 Union Way, Vacaville, CA 95668

ITEM	QUAN.	DESCRIPTION	AWARD VENDOR	UNIT PRICE	A TOTAL	UNIT PRICE	B TOTAL	UNIT PRICE	C TOTAL
1		Mobilization \$1,200.00	A		22,205.00				
8		CCTV Crew + Equip \$395.00 per hr (est. 8 hrs or less \$3160.00)							
200ft		8 inch pipe lining \$17,100.00							
1		Per Diem \$360.00 per night (only if necessary)							
1		4 inch Lateral \$85.00 per installation (only if necessary)							

CHECK ONE BELOW:

- 1. Regular Budget Item
- 2. Spec. Council Approp.
- 3. Unbudgeted Item

Verified: _____

DO NOT USE THIS SPACE

City Manager Approval


Special and additional information section:

Emergency Sewer Repair. Replacement of 200 ft from Stanway to behind Martin's Gardens (530 Solano St). Cost may vary pending investigation w/Video Equip

Requested by: Carl Crain
 I HEREBY CERTIFY THAT THE GOODS OR SERVICES LISTED ABOVE ARE NECESSARY FOR THE PROPER FUNCTIONING OF MY DEPARTMENT AND WILL BE USED ONLY FOR THE BENEFIT OF THE CITY OF CORNING.

DEPARTMENT HEAD


SALES TAX

TOTAL \$22,205.00

INVOICE TERMS

F.O.B.

PROMISED DELIVERY DATE

QUOTED BY Greg Larson

QUOTATIONS RECEIVED BY: Carl Crain



RECEIVED

JUL 10 2008

CITY OF CORNING

July 1, 2008

Carl Crane
City of Corning

RE: City of Corning

Dear Mr. Crane,

The following is JF Pacific Liners, Inc.'s proposal to emergency services to the City of Corning for sanitary sewer pipe issues. Pacific Liners will Clean and TV approximately 200 lineal feet to assess the condition of the pipe for the possibility of lining it with Cured In Place Pipe Liner

Cost:

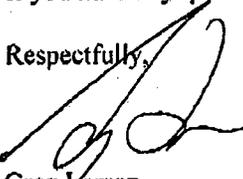
- Mobilization.....\$ 1200.00 per Call Out
- CCTV Crew & Equipment.....\$ 395.00 per Hour*
- Per Diem (if necessary).....\$ 360.00 per Night

*A six hour minimum applies to this hourly rate.

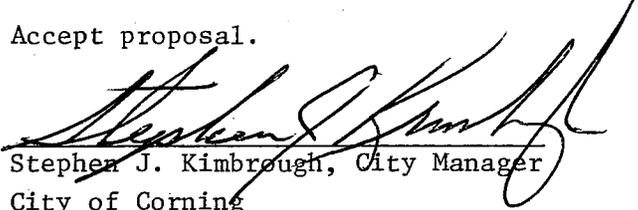
The following will be provided to Pacific Liners at no cost: access to all manholes and related structures; state, city, and/or local agencies permits, fees, easement clearances, and licenses; major traffic control; water at the nearest hydrant; and a debris disposal site.

If you have any question please feel free to give me a call at (707) 446-8222.

Respectfully,


Greg Larson
Project Manager

Accept proposal.


Stephen J. Kimbrough, City Manager
City of Corning



JF Pacific Liners, Inc.
70 Union Way
Vacaville, CA 95687
Phone: (707) 446-8222
Fax: (707) 447-3361

RECEIVED

JUL 10 2008

CITY OF CORNING

FACSIMILE TRANSMITTAL

DATE: 07/01/08 FAX #: 530-824-6949

COMPANY: _____

TO: Carl Crane

FROM: Greg Larson

NUMBER OF PAGES INCLUDING THIS COVER: _____

If you did not receive all the pages stated above, please call (707) 446-8222 as soon as possible.

COMMENTS:

Carl,

Attached is our proposal per our phone conversation

this morning. If you will sign the proposal and fax

back to my attn I can have a crew out there tomorrow.

Please let me know if you have any questions.

Respectfully,

Greg Larson
Project Manager / Estimator

**ITEM NO. J-13
ALLOCATION FOR PARTICIPATION
WITH BELL CARTER OLIVE
COMPANY IN MIXING ZONE AND
DILUTION STUDY FOR
WASTEWATER TREATMENT
OUTFALL**

JULY 8, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING

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

SUMMARY:

The City of Corning and Bell-Carter Olive Company (BCOC) Wastewater Treatment facilities discharge treated effluent through a "shared" outfall structure that's located in the Sacramento River, just downstream of Woodson Bridge. The California Regional Water Quality Control Board authorizes the discharges through two separate NPDES (National Pollutant Discharge Elimination System) permits; one held by the City and one by BCOC.

The BCOC permit was re-issued in December of 2007. That newest permit requires BCOC to "work collaboratively" with the City of Corning to conduct a site-specific "mixing zone and dilution study". The purpose of the study is to determine the best methods and conditions to discharge the waste in order to minimize effects to the river.

The City NPDES permit is due for reauthorization next year. Staff expects the City permit will be similarly conditioned to complete the Mixing and Dilution Study. In accordance with the existing and future NPDES Permits, and in the interest of efficiency and cost savings, staff recommends the City Council allocate funds to join BCOC in preparation of the Study.

BACKGROUND:

See the attached letter from Scott E. Parker, Engineer of Carollo Engineers, the firm representing Bell Carter Olive Company, to City Manager Steve Kimbrough. The letter seeks City participation in the Study and estimates the Study will cost between \$30,000 and \$40,000. Should the City participate, half of that could amount from \$15,000 to \$20,000. City Engineer Ed Anderson recommends allocation of the higher amount.

Also attached is a letter from City Engineer Ed Anderson to Mr. Jim Pedri of the Regional Water Quality Control Board (RWQCB). Ed's letter seeks the agency's

reiteration of the "collective study" recommendation. The RWQCB response (dated 28 May 2008) confirming that is also attached.

STAFF RECOMMENDATION:

That the City Council:

- Authorize the preparation of a collaborative "Mixing Zone and Dilution Study" with Bell-Carter Olive Company and allocate \$20,000.00 as half the expected cost to complete the study.

enc: (3)

cc: Scott Parker, Carollo Engineers
Patrick Campbell, Bell-Carter



Engineers...Working Wonders With Water™

May 22, 2008

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

Subject: Bell-Carter Olive Company and City of Corning Outfall - Site Specific Mixing Zone and Dilution Study

Dear Mr. Kimbrough:

On behalf of Bell-Carter Olive Company, we greatly appreciate the City of Corning taking the time on May 14 to meet and discuss the issues of mutual concern regarding the City of Corning's outfall, which is currently shared with Bell-Carter.

As we discussed during the meeting, Bell-Carter is in receipt of their updated NPDES permit, Order No. R5-2007-0166, which was adopted by the California Regional Water Quality Control Board, Central Valley Region on December 6, 2007. One of the provisions of Bell-Carter's new permit requires the collaborative effort between the City of Corning and Bell-Carter to conduct a site-specific mixing zone and dilution study. This mixing zone and dilution study will provide benefit to both entities and, based on the negotiation meetings with RWQCB staff during the development of Order No. R5-2007-0166 last year, this provision will be included in the City's forthcoming NPDES permit renewal in 2009.

Bell-Carter's effluent contains non-biodegradable organic compounds, which contribute to the characteristic color of their wastewater. This color has no impact on the water quality of the Sacramento River, other than aesthetics. Enhancing dilution of the effluent within the Sacramento River would provide an aesthetic benefit at low river flows.

The City of Corning also could benefit from a mixing zone and enhanced dilution within the Sacramento River. Many trace compounds are now regulated to extremely low levels, including metals and organic compounds as a result of the implementation of the California Toxics Rule and State Implementation Program, which took effect in 2001. Certain metals such as copper, zinc, and lead are common in domestic wastewater, and these limits often can prove difficult to meet with conventional secondary treatment processes. Fortunately, the Sacramento River possesses a significant amount of assimilative capacity for many of these compounds and, through modeling of the mixing zone and dilution therein within the river, the acutely toxic effects of these elements can be mitigated.

We anticipate that completion of a dilution study that would likely satisfy the needs of both the City of Corning and Bell-Carter Olive Company would cost \$30,000 to \$40,000. Given the significance of the results anticipated from the study, we have recommended to Bell-Carter that the dilution modeling effort be conducted by a third-party firm with specific expertise in this field. Per the meeting discussion, Bell-Carter proposes to split the cost of the dilution study equally with the City of Corning. The cost share of any physical

2500 Venture Oaks Way, Suite 320, Sacramento, California 95833
P. 916.565.4888 F. 916.565.4880

Mr. Steve Kimbrough
City of Corning
May 22, 2008
Page 2

improvements recommended by the analysis can be better apportioned once the study is completed.

Order No. R5-2007-0166 requires that Bell-Carter submit a Work Plan for the Site Specific Mixing Zone and Dilution Study no later than 6 months after the effective date of their permit, and completion of the study not more than two years after RWQCB approval of the Work Plan. This translates to a Work Plan deadline of July 25, 2008. Within the Work Plan, Bell-Carter must indicate whether the City intends to jointly participate in their study addressing both the City's needs as well as Bell-Carter's, or fund their own study evaluating only the effects of color. If the City wishes to participate, Bell-Carter would appreciate written correspondence indicating same, along with information characterizing the City of Corning's discharge, no later than June 13 to ensure the Work Plan can be properly prepared. Please note that the Site Specific Mixing Zone and Dilution Study work and accompanying expenditure will likely not commence until 2009.

Should you have any questions or concerns regarding the information submitted herein, please do not hesitate to contact me or Phil Quigley, Bell-Carter Wastewater Manager, at (530) 824-7108.

Sincerely,
CAROLLO ENGINEERS, P.C.



Scott E. Parker, P.E.
Partner

cc: Mr. Pat Campbell, VP Operations, Bell-Carter Olive Company
Mr. Emmett Lazaro, Global Supply Chain Director, Bell-Carter Olive Company
Mr. Phillip Quigley, Grading & Storage/Wastewater/Packaging Manager, Bell-Carter Olive Company



City of Corning

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

Out Fall
Bell Carter file

May 14, 2008

Mr. Jim Pedri, P.E.
Regional Water Quality Control Board-CVR
415 Knollcrest Blvd., Suite 100
Redding, CA 96002

Re: Bell Carter Foods WDR R5-2007 xxxx, CA 008 3721,
City of Corning

Dear Mr. Pedri:

Today, City of Corning staff met with Bell Carter Foods, Inc. (BCF), and Scott Parker, P.E. (Carollo, Engineers) regarding the recently adopted Waste Discharge Requirements for Bell Carter Foods.

One of the stipulations contained in the WDR is that BCF and the City of Corning work together (collaboratively) to perform a Site Specific Mixing Zone Study in the Sacramento River, near our combined Wastewater outfall discharge. The City staff is agreeable to this provision and staff will present it to the City Council for their approval once we know the cost. Scott Parker is in the process of putting together a proposal for the cost and scope of the study.

City staff would appreciate a letter, or brief note, from you reiterating the need and requirement for the City of Corning and Bell Carter Foods to work collectively toward this endeavor. It goes without saying that one of the requirements in the City's upcoming WDR renewal (2009) will be exactly the same. Therefore, it behooves both BCF and the City of Corning to participate together in the study, and the sooner the better.

We will use your response for inclusion in our staff report to lend credence to our recommendation and to remove any doubt that our intention has merit and is in the best interest of both the City of Corning and Bell Carter Foods.

Thank you.

Cc. Steve Kimbrough, City Mgr.
Patrick M. Campbell, BCF
Scott Parker, Carollo Engrs.

Sincerely,

J. E. (Ed) Anderson,
City Engineer



California Regional Water Quality Control Board Central Valley Region

Karl E. Longley, ScD, P.E., Chair



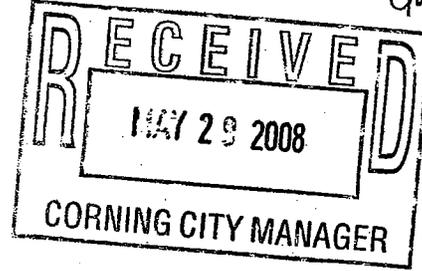
Linda S. Adams
Secretary for
Environmental Protection

Redding Office
415 Knollcrest Drive, Suite 100, Redding, California 96002
(530) 224-4845 • Fax (530) 224-4857
<http://www.waterboards.ca.gov/centralvalley>

Arnold Schwarzenegger
Governor

cc: Tom
Ed
John

28 May 2008



J.E. Anderson, City Engineer
City of Corning
794 Third Street
Corning, CA 96021

RESPONSE TO MIXING ZONE/DILUTION STUDY LETTER REQUEST FROM CITY OF CORNING, CORNING, TEHAMA COUNTY

This letter is a response to your letter dated 14 May 2008, regarding the requirement by the Regional Water Quality Control Board that Bell Carter Olive Co. Inc. (Bell-Carter) and the City of Corning work collaboratively on a mixing zone/dilution study. Order No. R5-2007-0166 requires Bell-Carter and the City of Corning to perform a mixing zone/dilution study to determine the appropriate dilution that can be granted to each entity and to explore diffuser options to improve mixing. Needless to say that the mixing zone study will benefit both Bell-Carter and the City Corning as both discharge through the same outfall. It would benefit the City to perform the mixing zone/dilution study before their permit is renewed in October 2009.

If you have any concerns regarding the above comments, please contact me at (530) 224-3249 or at the letterhead address.

Jacqueline M. Matthews
Environmental Scientist

JMM: knr

cc: Steve Kimbrough, Corning City Manager, Corning
Patrick Campbell, Bell-Carter Olive Co. Inc., Corning
Scott Parker, Carollo Engineers

U:\Clerical Documents\SA_Correspondence\Matthews\JMay 2008\BC mixing zone letter to city, 27 May 08.doc



John Brewer

From: Ed Anderson [edandersn@sbcglobal.net]
Sent: Thursday, June 26, 2008 4:30 AM
To: jbrewer@corning.org
Subject: RE: Mixing Study Cost Estimate

John: Somehow the letter did appear on my screen??????

Their estimate of \$20,000-\$30,000 seems realistic to me, actually maybe a little low. The staff report should be easy to put together, considering that we already have the letter from the RWQCB-CVR indicating that we will need to follow suit on the mixing study when our WD Permit comes due. I would suggest to the Council that we set aside \$20,000 for the city's share of the study and split the cost of the study with Bell-Carter Foods, Inc.
 Regards, Ed

John Brewer <jbrewer@corning.org> wrote:

Ed,
 There weren't any attachments to this email.
 John

-----Original Message-----

From: Ed Anderson [mailto:edandersn@sbcglobal.net]
Sent: Wednesday, June 25, 2008 11:52 AM
To: jbrewer@corning.org
Subject: Re: Mixing Study Cost Estimate

John: The letter attachment didn't come through. Ed

John Brewer <jbrewer@corning.org> wrote:

Mr. Parker,

When we met on May 14th I understood you were to provide us with a cost estimate regarding the necessary "Mixing Zone Study" for the combined outfall discharge(s). Have you finalized estimates of costs to complete the City of Corning/Bell Carter "Mixing Zone Study"? As you know, we'll need to have that estimate in order to gain Council approval for City participation.

City Engineer Ed Anderson did get RWQCB concurrence regarding a combined mixing study effort.

John Brewer
 Public Works Director

ITEM NO.: J-14
RESOLUTION NO. 07-08-08-01 &
PRESENTATION OF 2008-2009 CITY OF
CORNING PROGRAM OF SERVICE AND
ANNUAL BUDGET FINAL PUBLIC MEETING
AND ADOPTION
JULY 8, 2008

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER *STEVE*

SUMMARY:

The City Council received the Budget on Friday, June 13, 2008 and met in public session on June 16 and June 24, 2008 to receive public input and discuss the program of service and its costs with the City Staff and Community present at the meetings.

Tuesday, July 8, 2008 is scheduled to be the final public meeting and adoption of the budget, including those changes made by the Council during the previous meetings. In addition, the City Council asked both the Corning Chamber of Commerce and Tehama Economic Development Corporation (Tehama EDC) to provide overviews of their budgets in order to better understand how the City's contributions assist these two important organizations.

FUNDING FOR IMPORTANT PROJECTS:

No further changes have been made in the June 16, 2008 draft of the report titled "Funding for Important Projects: 2008 – 2009". Should the City Council determine to fund the additional \$1,200 requested by the Corning Chamber of Commerce, and the additional \$8,000 per year requested by Tehama EDC, the City will have \$207,400 remaining in the Available Reserve available to fund other projects or hold in reserve until the outcome of the State budget mess.

No further changes have been made in the numbers contained in the "General Fund Summary" dated June 24, 2008. The final income and expense for this past fiscal year 2007-2008 will not be determined until the completion of the audit and its publication in November. The City's Finance Staff and the Outside Accountant will begin a detailed review of all accounts and funds in preparation for the audit in September.

Please note, in the top right hand portion of the General Fund Summary, the year-end guess remains a conservative estimate. The actual to-date revenues have exceeded \$5,000,000; expenditures through June 30th have risen to \$5,000,000 including June payroll, but the June payables will not be reflected until the budget is closed officially in September prior to the audit. Delaying the closure of expenditures is a normal routine that allows for both expenditures and revenues in all City Funds to be carefully rechecked to eliminate any mis-postings that might occur during the year, and to organize all of the documents necessary for the annual audit. There is a similar review and closing at the end of each month. The practice is very similar to small corporations who do their own billing and receivables, followed by a monthly closing reviewed by their outside CPA.

City Council has expressed concern about both the uncertainties of the State Legislature's inability to come to terms with its spending, and the unknowns of the current economy and high fuel costs. To help ease those concerns, please go to the attached latest copy of the General Fund Revenue Report. This report shows a revenue history from fiscal year 2002 – 2003 to current, a total of six years actual expenditures. The last page shows these General Fund total revenues. Please note, the last three years compared to the 2008-2009 projected income.

2005-06
Year- End
\$4,119,655

2006-07
Year-End
\$4,861,490

2007-08
Actual
\$5,013,172

2008-09
Requested
\$4,757,000

Property tax income has repeated itself for the second year in a row. Year-end 2006-2007 total property tax income was \$585,356. In fiscal year just ending, 07-08, the actual income is \$575,168. But, County Auditor LeRoy Anderson expects the City to receive another \$40,000 in property tax amount in addition to the \$575,000 already received.

About twelve years ago, the Cities of Tehama County entered into Agreements with the County of Tehama to receive the full amount of property tax assessed in order to provide a stable income base. The County would cover the tax delinquencies, and when the delinquencies came in the County would be able to keep the penalties and interest to offset the cost of the full payments made to the Cities, School Districts and Special Districts in the County. For this reason, Corning is not affected by tax delinquencies. Any foreclosures that might be taking place will not affect this amount. There are no real Property Tax adjustments down on properties in the City of Corning, however there is one property tax appeal, from the Flying J Corporation, which is not unusual. Many large corporations with major developments routinely appeal their property tax assessment, sometimes even taking a County to court.

Here is the growth of the sales tax for the past four years:

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
<u>Year- End</u>	<u>Year-End</u>	<u>Year-End</u>	<u>Actual</u>	<u>Requested</u>
\$1,888,276	\$2,015,178	\$2,573,697	\$2,705,998	\$2,800,000

Even if Sales Tax were to come in lower next year, the 2008-2009 overall General Fund Revenue of \$4,757,000 is still projected at \$256,000 below the current actual total General Fund Revenue.

Transient Occupancy Tax (city hotel tax) has a year end total of \$432,963. This includes \$161,478 in delinquent payments for prior years. Subtracting the delinquency provides **the real TOT income for the City: \$271,485** per year. The one other delinquency does not affect this total.

RESOLUTION ADOPTING THE BUDGET:

The attached Resolution No. 07-08-08-01, sets the Revenues and Expenditures for each of the funds which support the operations of the City. These are shown in the table incorporated into the Resolution. The "RESERVE USED" column shows the amount of money being applied from each FUND reserve (savings account). Following this table, are the policy decisions made each year by the City Council, which reflect either standard policies or funding decisions made by the City Council during the budget process. For example, policies 1 and 2 are standard policies adopted each year by the City, whereas policy 3 includes an additional \$100,000 for police equipment replacement, and policy 4 is the standard \$50,000 set aside each year for fire equipment replacement.

Any remaining changes the Council wishes to make can be incorporated into this Resolution and adopted when the City Council is satisfied with its review of the proposed budget.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION NO. 07-08-08-01, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING ADOPTING THE ANNUAL PROGRAM OF SERVICES AND CITY BUDGET FOR FISCAL YEAR 2008-2009.

Attachments:

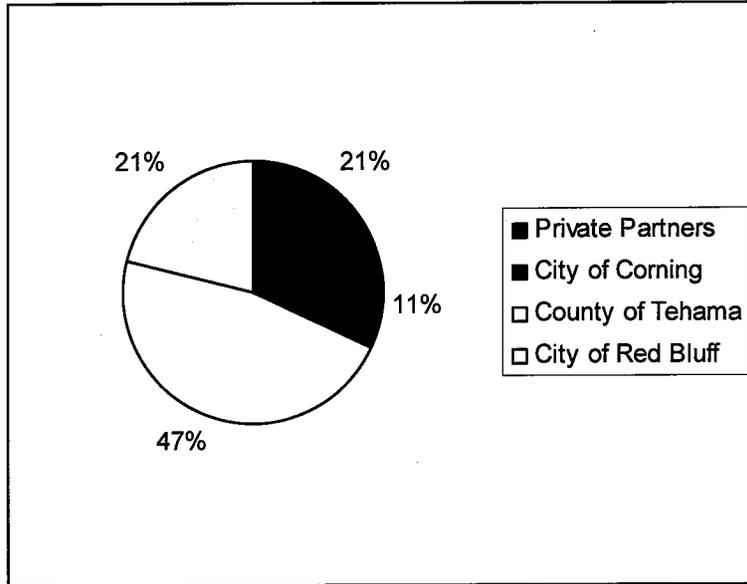
- Budget Resolution**
- Tehama Economic Development Corporation budget summary**
- Corning Chamber of Commerce budget summary**
- General Fund Summary,**
- Funding for Important Projects 2008-2009,**
- General Fund Revenues,**
- Other Fund Revenues,**
- Department Summaries.**

TehamaEDC Budget Overview

Proposed 2008-2009

Source of Funds:

Percentage (%) Contributed by Public and Private Partners



Annual Operating Budget:

Percentage (%) of TehamaEDC Budget Major Categories

Past Year 2007-2008 Total Budget \$212,000)			Proposed Year 2008-2009 (Total Budget \$174,000)		
Conf/Contracts	3%	\$6,800	Conf/Contracts	6%	\$10,800
Taxes	11%	\$22,400	Taxes	9%	\$15,000
Office	8%	\$16,540	Office	16%	\$28,099
Staff/Benefits	78%	\$166,000	Staff/Benefits	69%	\$120,835
	100%	\$211,740		100%	\$174,734



Corning, California Chamber of Commerce

1110 Solano Street, Corning, CA 96021 ~ (530) 824-5550, Fax 824-9499

7-1-08

City of Corning
794 3rd St.
Corning, Ca 96021

Dear City Council,

Enclosed you will find the requested financial report as it pertains to the increase of funds request presented to the City on 6-10-08. The report shows actual 2007 profit and loss numbers, actual 2008 year to date profit and loss numbers, and a proposed (but not yet ratified) 2009 budget.

As you will find by looking at our financial numbers, we ran a slight loss of \$607 for the 2007 year. Currently our 2008 income is \$5725, however this number is due to the fact that most of the Chambers' money is collected towards the first half of the year and our expenses continue throughout the entire year. As stated before, the 2008 Car Show profit was down almost 21% from 2007 – making \$4,238 less than the year previous.

While we are optimistic about the outcomes for both the Corning Olive Festival and Hometown Christmas, we also understand that some businesses have fewer dollars in their budget to maintain sponsorship and advertising levels of years previous. In addition we have seen costs of utilities, postage, and other goods increase year over year. Your extra contribution would help infuse more funds into the Chambers program and shore up our financial position in order to maintain services and investigate new services to offer commerce in Corning.

The Chamber believes that growth is essential for the expansion of services and the betterment of the City of Corning. The Chamber also understands that it takes money to spur this growth. Your contribution will directly affect this change. The 2009 budget is the first step for the Chamber in looking towards the future. Our plans and execution will be driven from a carefully managed, fiscally responsible, financial strategy.

Thank you for your consideration of this request. The Chamber looks forward to working with the City in our joint goal of the promotion of the City of Corning.

Sincerely,

The Corning Chamber

Corning Chamber of Commerce

	<i>Actual</i> 2007	<i>Actual</i> 2008	<i>Proposed</i> 2009
Ordinary Income/Expense	Total	YTD	Total
Income			
Dunk Tank	50	200	150
Chamber Misc	100	1026	100
Sound System Income (CD)	0	0	0
Refund	2159	426	0
Corningopoly	360	70	200
Membership Dues	18217	17535	21000
City Fund	18000	9000	19200
Matching Fund	8500	7500	8000
Car Show	19910	15672	20000
Hometown Christmas	10778	540	12000
Installation Dinner	3889	2989	3000
Mixers	1019	0	1000
Newsletter Sponsors	1335	605	1500
Olive Festival	15140	0	15000
Miss Corning	2725	0	3000
Sales - Merchandise	106	0	150
Total Income	102288	55563	104300
Cost of Goods Sold			
Cost - Car Show	11597	11368	10000
Cost - Hometown Christmas	6639	3	6000
Cost - Installation Dinner	3228	2604	2604
Cost - Mixer	0	0	0
Cost - Newsletter	2877	1547	3000
Cost - Olive Festival	8635	0	8000
Cost - Miss Corning	4046	0	2500
Cost - Merchandise	0	0	0
Cost - Business Project	0	0	2700
Total Cost of Goods Sold	37022	15522	34804
Gross Profit	65266	40041	69496
Expense			
Credit Card	871	677	600
Taxes	11783	5462	11785
Payroll Services	1127	514	1130
Employee Net Salary	39557	18129	39558
Employee Benefit	682	0	0
Advertising	365	40	250
Bank Service Charges	4	112	0
Bulk Mail	0	0	300
Donation	110	100	150

Dues and Subscriptions	376	407	250
Federal Tax Deposit	0	0	0
Insurance	1967	1486	2000
Licenses and Permits	25	0	0
Liquor License	0	0	0
Membership Decals	462	0	500
Miscellaneous	255	0	2500
Office Supplies	2452	1285	2500
Payroll Expenses	0	0	0
Postage and Delivery	525	206	500
Printing & Reproduction	10	12	50
Promotions		250	0
Repairs			
Building Repairs	0	0	0
Equipment Repairs	277	0	0
Computer Repairs	0	122	0
Consulting	0	1000	
Ribbon Cutting/Evening	92	6	100
Salary	0	0	0
Storage	360	180	360
Taxes - Sales Tax	409	452	500
Taxes - Misc	36	751	0
Telephone	2237	1085	2250
Travel & Ent			
Meals	21	53	50
Travel	70	0	100
Utilities	1802	1987	4000
Total Expense	65875	34316	69433
Net Ordinary Income	-609	5725	63

RESOLUTION NO. 07-8-08-01
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
ADOPTING THE ANNUAL PROGRAM OF SERVICES AND CITY BUDGET
FOR FISCAL YEAR 2008-2009

WHEREAS, the City Council received the proposed Budget on June 12, 2008;
and

WHEREAS, the City Council conducted two Public Meetings, on June 24th, 2008,
and on July 8, 2008, and a Study Session on June 16, 2008, in order to receive public
input on levels of service and general concerns of the citizens; and

WHEREAS, the City Council has made various changes in the proposed Annual
Program of Service and Budget; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
Corning approves the Annual Program of Service and Budget, with changes, by
adopting the Appropriations and Expenditures for each City Fund as listed in the
following table:

<u>FUND DESCRIPTION</u>	<u>ESTIMATED REVENUE AND TRANSFERS</u>	<u>APPROPRIATED EXPEND. & TRANS</u>	<u>RESERVE USED / CARRY OVER</u>
001 General Fund	\$4,757,000	\$5,140,414	\$(383,414)
071 PD Equip. Replace. Fund	\$ 166,000	\$ 324,185	\$(158,185)
076 Fire Equip. Replace. Fund	\$ 77,308	\$ 80,000	\$ (2,692)
078 PW Equip Replace. Fund	\$ 18,000	\$ 31,000	\$ (13,000)
105 Rural Planning	\$ 31,000	\$ 44,611	\$ (13,611)
107 STIP	\$ -0-	\$ 51,000	\$ (51,000)
108 Federal Programs	\$ 1,500	\$ 35,000	\$ (33,500)
109 Gas Tax	\$ 62,185	\$ 85,524	\$ (23,339)
110 Gas Tax / 2106	\$ 42,370	\$ 48,510	\$ (6,140)
111 Gas Tax / 2107	\$ 72,894	\$ 75,618	\$ (2,724)
112 Gas Tax	\$ 2,200	\$ 2,200	\$ -0-
114 Tr. Sales Tax	\$ 127,189	\$ 142,339	\$ (15,150)
115 Traffic Cong.	\$ 500	\$ 12,400	\$ (11,900)
116 Traffic Mitigation Fees	\$ 10,000	\$ -0-	\$ 10,000
118 Safe Routes to School	\$ 284,400	\$ 284,400	\$ -0-
120 T.E.A. Downtown	\$ 20,000	\$ -0-	\$ 20,000
142 BID – Close June 30, 2008	\$ -0-	\$ -0-	\$ -0-
150 Planning Envir. Review	\$ -0-	\$ -0-	\$ -0-
161 Office/Traffic Safety	\$ 40,893	\$ 40,893	\$ -0-
170 Abandoned Vehicles	\$ 4,000	\$ 7,000	\$ (3,000)
184 CA TECH Police	\$ -0-	\$ -0-	\$ -0-
Close Fund June 30, 2008			
188 SAFE Grant	\$ 10,000	\$ 10,000	\$ -0-
303 Flood Prevention	\$ 43,750	\$ 43,750	\$ -0-
304 GIS Planning	\$ 43,750	\$ 43,750	\$ -0-
305 Retail Trade	\$ 26,000	\$ -0-	\$ 26,000
323 Prog. Income Unrestricted	\$ -0-	\$ -0-	\$ -0-
325 Program Income ED	\$ -0-	\$ -0-	\$ -0-

RESOLUTION NO. 07-8-08-01 , page 2

<u>FUND DESCRIPTION</u>	<u>ESTIMATED REVENUE AND TRANSFERS</u>	<u>APPROPRIATED EXPEND. & TRANS</u>	<u>RESERVE USED / CARRY OVER</u>
326 Program Income General	\$ -0-	\$ -0-	\$ -0-
341 Park Acquis. Quimby Act	\$ 12,200	\$ 500	\$ 11,700
345 Drainage	\$ 13,000	\$ 3,000	\$ 10,000
346 Water Capital Improve.	\$ 29,000	\$ 35,000	\$ (6,000)
347 Sewer Capital Improve.	\$ 31,000	\$ 3,000	\$ 28,000
348 WWTP Sewer	\$ 321,000	\$ 236,160	\$ 84,840
352 Yost Park	\$ -0-	\$ -0-	\$ -0-
Close June 30, 2008			
353 Park Volunteer Fund	\$ 500	\$ -0-	\$ 500
355 Parkland Acquisition	\$ 15,000	\$ 3,000	\$ 12,000
356 Trail Development	\$ 1,000	\$ -0-	\$ 1,000
365 Curb/Gutter-Revolving	\$ 1,500	\$ 19,500	\$ (18,000)
380 WWTP Capital	\$ 60,000	\$ 70,000	\$ (10,000)
381 Sewer Capital Replace.	\$ 19,300	\$ 50,000	\$ 30,700
383 Water Capital Replace.	\$ 102,000	\$ 21,000	\$ 81,000
401 J. T. Levy	\$ 750	\$ 500	\$ 250
402 Rodgers Theatre Trust	\$ 2,000	\$ 5,000	\$ (3,000)
403 Ridell Library Trust	\$ 2,000	\$ 3,800	\$ (1,800)
610 Sewer Enterprise	\$ 1,377,027	\$ 1,314,552	\$ 62,475
611 Sewer Rate Coven. Fund	\$ -0-	\$ -0-	\$ -0-
615 Solid Waste	\$ 305,000	\$ 305,000	\$ -0-
620 Airport	\$ 18,980	\$ 17,750	\$ 1,230
621 Airport CIP	\$ 307,500	\$ 307,500	\$ -0-
625 Transportation Center	\$ 17,200	\$ 12,600	\$ 4,600
630 Water Enterprise	\$ 1,227,675	\$ 1,168,801	\$ 58,874
701 Lighting & Landscape Dist.	Appropriations to be set following Public Hearing		

BE IT FURTHER RESOLVED, that the City Council hereby maintains the following policies:

1. The Annual System Replacement commitment from the Sewer Enterprise Fund as mandated in the Federal Wastewater Treatment Plant Construction Grant is committed to pay debt service for Sewer Replacement Bonds.
2. Public Safety Sales Tax, approved by the voters in Prop. 172, is distributed between the Police Equipment Replacement Fund #071 and Fire Equipment Replacement Fund #076. Upon receipt, funds shall be deposited into the General Fund Revenue Account #001-4122, and become a part of the annual transfer in support of Funds #071 and #076.
3. From the General Fund 001, transfer \$150,000 to the Police Equipment Replacement Fund 071.
4. From the General Fund 001, transfer \$50,000 to the Fire Equipment Replacement Fund 076.
5. From the General Fund 001, transfer \$12,500 to Public Works Equipment Replacement Fund 078.

6. \$50,000 per year for Equipment Replacement shall be transferred annually from the Sewer Enterprise Fund #610 to the Wastewater Treatment Plant Capital Replacement Fund #380.
7. \$18,300 per year Equipment Replacement shall be transferred annually from the Sewer Enterprise Fund #610 to the Sewer Capital Replacement Fund #381.
8. \$100,000 per year shall be transferred annually from the Water Enterprise Fund #630 to the Water Capital Replacement Fund #383.
9. The Annual Subsidy to the Corning Municipal Airport Enterprise Fund shall be set at \$0, (subsidy transferred from the General Fund #001, to the Airport Enterprise Fund #620).
10. The Annual Subsidy to the Transportation Center Fund shall be set at \$10,000, (subsidy transferred from the General Fund #001, to the Transportation Center Fund #620).
11. Authorize City Manager to make annual year end transfer of Unrestricted CDBG Program Income into its separate Fund, Fund #323, in order to segregate funds available for use.
12. Transfer to General Fund #001, prior to June 30, 2007, the excess interest earned representing the June 30, 2008, Solid Waste Fund #615 balance less the amount due to Waste management, Inc.
13. City Council on January 8, 2008, reallocated the State Indian Gaming Money in the amount of \$96,041 to be used for the funding of front-line law enforcement personnel costs.
14. *Transfer Safe Routes to School Fund 118 project deficit of \$11,605 from the General Fund 001, by June 30, 2008.*
15. *Close Yost Field Fund #352, June 30, 2008, and transfer deficit of \$3,838 from General Fund.*

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning, held on July 8, 2008 by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

General Fund Summary

July 8, 2008

Here is the **Current 2007 - 2008 Budget** as amended during the year.

	Approved Budget	Actual to Date	Year End "Guess"
Budgeted Revenue	\$4,382,750	\$4,781,351	\$4,900,000
Budgeted Expenditures	<u>5,276,933</u>	<u>4,621,911</u>	<u>5,050,000</u>
Budget Net	\$ (894,183)	\$ 159,440	\$ (150,000)
General Fund <u>Beginning</u> Balance July 1, 2007 ¹		\$1,575,014	
Less expected net revenue for Year End		\$ (150,000)	
Less Operating Reserve set by Policy ² \$700,000 plus \$100,000 =		\$ (800,000)	
<i>Again this year, the reserve should be increased to insure sufficient cash flow for operations. \$800,000 only represents 16.6% of the Proposed Minimum Essential Funding before adding projects.</i>			
Uncommitted General Fund Reserve Available for next year		<u>\$ 625,014</u>	

Proposed 2008 - 2009 Annual Budget

Projected Revenue	\$4,757,000
Proposed Operating Expenditures	\$4,791,914 <i>Minimum Essential Funding</i>
New Revenues Needed	\$ 34,914

Again this year, new Programs should be avoided, if possible, until the Revenues consistently exceed the minimum essential funding. The City Manager's Proposed General Fund Budget, below, is balanced through the use of reserves and provides for the continuation of City Services approved by the City Council, but the Budget does NOT include major capital improvements.

Projected Revenue	\$4,757,000
Plus Available Reserve	625,014
<i>(Includes the NCCSIF Insurance Dividend of \$129,843 received in June³)</i>	
Total General Funds Available	<u>\$5,382,014</u>
Proposed Operating Expenditures⁴	4,791,914
Available Reserve	<u>590,100</u>
Additions discussed on 6-16-08 See "Funding for Important Projects" report	\$373,500
Estimated uncommitted "Available Reserve"	\$ 216,600

The report titled "**FUNDING FOR IMPORTANT DEPARTMENT PROJECTS**" lists the City Departments' Proposed Projects as described in the Adopted Capital Improvement Program".

The City Council funds one time projects or program commitments with that portion of the Reserve or savings not essential for cash flow and emergencies. This usable portion of the General Fund Reserve is called the "Available Reserve".

¹ Source: Annual Audit

² An Operating Reserve is set by City Council Policy at \$500,000 since 2002, and increased to \$700,000 (5% of Operating Budget) in 2007.

³ The City is a member agency of the Northern California Cities Self Insurance Fund for Liability and Workers' Compensation Insurance.

⁴ Covers Minimum Essential Funding of All Personnel and Operations

FUNDING FOR IMPORTANT PROJECTS: 2008-2009 (Draft 6-17-08)

This report shows the Staff's recommended Projects for funding in the coming year including changes discussed by City Council at Budget Session Monday June 16, 2008. The report lists all Projects but is concerned with the General Fund ability to fund the Projects. Other Funds are listed where these Funds contribute to the Budget. Each Department in their Budget Narrative fully explains the need for each expenditure and capital improvement project.

General Fund Available Reserve for Fiscal Year 2008-2009

\$ 590,100

Remaining funds available
after funding each
Proposed General Fund Project

In the Police Department:

Annual Funding of Police Equipment Replacement Fund #071	Cost \$ 50,000 in Budget 001- 9501-5500	FUNDED
Additional General Fund Needed	\$100,000	FUNDED IN BUDGET \$490,100
Fund 071 Fund Balance 6-30-08	\$161,582	
Misc. income & Grant Funds	\$ 12,603	

Includes:

- Three Patrol Vehicles Equipped,** Cost \$119,000 (2008 vehicle delivery in August '08 plus replace two in 2009)
Police Equipment Replacement Fund 071-9500-2116 from Equipment Fund
- 911 Upgrade GIS Mapping** Cost \$ 40,000
\$15,000 grant expected; included in revenue projection net cost \$35,000 071-9160-2116 from Equipment Fund
- "CAD & Records Management System"** Cost \$ 80,000
- Computer Replacement** Cost \$ 2,000
Police Equipment Replacement Fund 071-9160-2116 from Equipment Fund
- Child Safe Seat Program** Cost \$ 385
- Police Equipment Replacement Fund** 071-XXXX-2116 from Grant Funds in Equipment Fund
- Police Security Lot** Cost \$55,300
- Police Equipment Replacement Fund** 071-XXXX-2116 from Equipment Fund
- Equipment Replacement** Cost \$ 6,000
Police Equipment Replacement Fund 071-XXXX-2116 from Equipment Fund

In the Fire Department:

Annual Funding of Fire Equipment Replacement Fund #076 **Cost \$ 50,000** *in Budget 001- 9501-5500 FUNDED*
Additional General Fund Needed \$ *none*
Requested Paskenta Tribal Contribution \$ 26,308
Fund 076 Fund Balance 6-30-08 \$ 17,434
Misc. income \$ 1,000

Includes:

Annual Lease Payment for Aerial Truck Annual Cost \$47,375
Fire Equipment Replacement Fund #076 \$ 21,067 **FUNDED 076-9315-2301**
Requested Paskenta Tribal Contribution \$ 26,308 **annual commitment**

All other budgeted equipment Cost \$32,625 076- VARIOUS -2301 FUNDED
Annual funding of Fire Equipment Replacement Fund covers the other budgeted equipment on the Fire CIP for the coming year)

In General City: NONE

Economic Development

Flying J Infrastructure Reimbursement Cost \$110,000
Gen fund 001-8008-4010 \$110,000 **FUNDED**

In the Public Works Department

Public Works Administration: NONE

Remaining funds available
after funding each
Proposed General Fund Project

Parks Division

Woodson Play Equipment	Cost \$25,000		
General Fund 001-9171-6100		FUNDED IN BUDGET	\$465,100
Install ADA Drinking Fountains	Cost \$10,000		
General Fund 001-9170-6100		FUNDED IN BUDGET	\$455,100
Park Mower Replacement	Cost \$17,500		
PW Equip Repl. 078-9301-6100	\$5,000		
General Fund 001-9829-5500 <i>transfer to 078</i>	\$12,500	FUNDED IN BUDGET	\$442,600

Park Land Acquisition to support Community and future Growth **Cost \$220,000**
2002 California Park Development Bond Act

Streets Division

Purchase replacement heavy Tools	Cost \$10,700		
Public Works Replacement Fund 078-9301-3000	\$10,700 FUNDED		
Curb, Gutter and Sidewalk Replacement Program			
General Fund 001-8004-3000	\$50,000	FUNDED IN BUDGET	\$392,600
Curb & Gutter Revolving Loan Program	\$10,000		
Curb & Gutter Fund 365-9462-3001	\$10,000 FUNDED		
Community Events	Budget \$16,000		
General Fund 001-5100-3190	\$16,000	FUNDED IN BUDGET	\$376,600

Street Projects

Marguerite Overlay - Divisadero to Blackburn	Cost \$100,000		
General Fund 001-9470-3001	\$125,000	FUNDED IN BUDGET	\$251,600
Safe Routes to School - Marguerite, 1st ST & Blackburn	Cost \$316,000		
Safe Routes Grant 118-7402-9013	\$316,000 FUNDED in Fund 118		
General Fund 001-9013-7402	\$ 31,600 match	FUNDED	
Downtown TEA Streetscape Solano Overlay 2 blocks	Cost \$200,000		<i>set aside funds in future</i>

Remaining funds available
after funding each
Proposed General Fund Project

Building Maintenance Division

Paint Interior City Hall General Fund	001-9101-3600.	Cost \$10,000	\$10,000	FUNDED IN BUDGET	\$241,600
Transportation Center Tenant Improvements for Police Department-Project Study Only General Fund	001-9166-3600.	\$25,000	\$25,000	FUNDED IN BUDGET	\$216,600

REMAINING AVAILABLE RESERVE FOR ALLOCATION TO CITY PRIORITIES

Corning Chamber of Commerce	Annual Cost \$22,000 (\$1,000 added 7-1-07)				
Requested Increase 001-6312-4010	\$1,200	Council consider increase			\$215,400
Tehama Economic Development Corporation	Annual Cost \$12,000				
Requested Increase 001-6314-4010	\$8,000	Council consider increase			\$207,400

Airport

Corning Municipal Airport RSA & Development Phase 1 – Design Only	621-6300-3500	Cost \$307,000 FAA Grant \$307,000		FUNDED	
Corning Transportation Center		Cost \$307,000		FUNDED	

Sewer Division

WWTP Capital Replacement Fund	380-9206-5250	\$50,000		FUNDED	
Unforeseen Replacement		\$50,000			

Water Division

Well Telemetry Improvements	346-9237-7420	ongoing	Cost \$35,000	FUNDED	
Well Chlorinators	383-9281-7420		Cost \$18,000	FUNDED	

General Fund Revenue Detail

CITY OF CORNING
 GENERAL FUND REVENUE
 FISCAL YEAR 2008-2009

	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2007-2008	2008-2009
	YEAR END	ACTUAL	BUDGET	REQUESTED				
GENERAL FUND 001								
PROPERTY TAXES								
PROP TAX/CURRENT/SEC #4110	303,204-	286,113-	247,784-	278,178-	436,465-	487,916-	350,000-	520,000-
PROPERTY TAX/CURRENT/UNSECURED # 4111	12,147-	10	12,190-	11,979-	15,634-	15,277-	15,000-	15,000-
PROPERTY TAX PRIOR/UNSECURED #4113	902-	848-	944-	1,261-	1,014-	1,025-	800-	800-
PROP TAX SUPP/CURRENT #4114	8,178-	12,178-	38,547-	78,171-	100,171-	49,065-	40,000-	25,000-
PROPERTY TAX UNITARY #4117	20,138-	19,822-	18,883-	20,385-	21,168-	23,004-	20,000-	20,000-
COUNTY PROP ADMIN FEE #4118	13,381	14,872	11,233	12,004	15,941	17,078	16,000	17,500
REAL PROP TRANS TAX #4126	12,935-	14,355-	22,614-	5,045-	26,845-	15,959-	16,000-	16,000-
SUBTOTAL	344,123-	318,434-	329,729-	383,015-	585,356-	575,168-	425,800-	579,300-

CITY OF CORNING
 GENERAL FUND REVENUE
 FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
OTHER TAXES								
AIRPORT TAX #4115	1,130-	1,389-	1,359-	1,513-	356-	1,002-	1,500-	1,500-
SALES-USE TAX #4121	1,770,621-	1,827,001-	1,888,276-	2,015,178-	2,573,697-	2,705,998-	2,500,000-	2,800,000-
SAFETY SALES TAX/SB 509 #4122	16,415-	20,555-	18,765-	21,637-	22,944-	30,649-	20,000-	26,000-
TRANSIENT OCCUPANCY TAX #4128	338,995-	162,461-	357,846-	224,186-	310,450-	432,963-	310,000-	310,000-
FISH& WILDLIFE/REFUGE, REV. SH #4129	75-	695-	1,223-	1,457-	567-	571-	850-	
BUSINESS LICENSE FEE #4400	16,598-	16,432-	15,429-	19,613-	15,433-	24,153-	18,000-	18,000-
SUBTOTAL ----->	2,143,834-	2,028,533-	2,282,898-	2,283,584-	2,923,447-	3,195,336-	2,850,350-	3,155,500-
FRANCHISES								
GAS/ELECTRIC/FRANCHISE #4123	52,184-	57,900-	63,278-	65,235-	68,195-	65,837-	68,000-	68,000-
CABLE TV FRANCHISE #4124	21,746-	22,075-	8,294-	7,424-	6,474-	6,684-	12,000-	7,000-
DISPOSAL FRANCHISE #4125	36,000-	36,000-	36,000-	36,000-	36,000-	36,000-	36,000-	36,000-
DELINQUENT DISPOSAL #4137	9,973-	11,602-	12,245-	2,128-	685-		500-	
SUBTOTAL ----->	119,903-	127,577-	119,817-	110,787-	111,354-	108,521-	116,500-	111,000-

CITY OF CORNING
 GENERAL FUND REVENUE
 FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
SUBVENTIONS AND GRANTS								
MOTOR VEHICLE IN LIEU TAX #4511	386,376-	312,136-	412,192-	604,627-	539,698-	578,788-	500,000-	600,000-
OFF HIGHWAY LICENSE TAX #4514	180-	120-	237-	264-			200-	
HOME OWNERS EXEMPTION #4515	10,438-	10,431-	10,359-	9,853-	10,286-	10,558-	10,200-	10,200-
MANDATED COST REIMBURSEMENT #4519				10,627-	32,644-	2,301-	4,000-	4,000-
POST REIMBURSEMENT #4521	9,953-	6,180-	13,149-	4,726-	6,032-	4,338-	13,000-	13,000-
TIDE REIMBURSEMENT #4522	23,040-	11,760-	36,000-	24,000-	16,800-	3,600-	14,400-	14,400-
SUBTOTAL ----->	429,987-	340,627-	471,937-	654,097-	605,460-	599,585-	541,800-	641,600-
LICENSES AND PERMITS								
ACO LICENSE/FEE/SERVICES #4410	7,951-	5,966-	5,812-	5,783-	8,513-	7,243-	10,000-	8,000-
BICYCLE LICENSE #4420	66-	66-	66-	27-	33-	36-		
BUILDING PERMIT #4430	61,750-	93,592-	130,728-	127,661-	92,755-	91,286-	75,000-	75,000-
BLDG INSPECTIONS FEES #4633	370-	3,162-	2,599-	3,036-	851-	1,518-	3,000-	3,000-
BOOKING FEES #4524	16,195-	17,578-	17,188-	1,882-	16,128-	350-	17,000-	
POLICE PARKING VIOLATION TICKETS #4525	3,582-	550-	1,663-	2,075-	3,025-	1,900-	1,500-	1,500-
ACO NEW ADOPTION FEE #4411	3,927-	5,040-	3,520-	4,160-	3,680-	2,880-	3,500-	3,500-
SALARY REIMBURSEMENT #4526	3,818-	16,678-	29,040-	39,913-	21,319-	30,235-	10,000-	20,000-
POLICE MISC. DONATIONS, ETC. #4528	2,795-	1,679-	2,990-	1,696-	1,378-	718-	1,500-	1,500-
SUBTOTAL ----->	100,454-	144,311-	193,606-	186,233-	147,682-	136,166-	121,500-	112,500-

CITY OF CORNING
 GENERAL FUND REVENUE
 FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
RECREATION PROGRAMS								
REC/LESSONS/PROG/GATE/ETC #4650	12,583-	14,296-	13,696-	14,160-	16,795-	16,156-	12,000-	18,000-
RECREATION PROGRAMS/DESIGNATED/SPLIT #4652	640-	235-				4,890-		
PARK LIGHTS #4655	144-	128-	127-	159-	288-	288-		
SUBTOTAL	13,367-	14,659-	13,823-	14,319-	17,083-	21,334-	12,000-	18,000-
FINES AND FORFEITURES								
GENERAL FINES AND FORFEITURES # 4670	22,622-	20,524-	20,625-	50,770-	27,491-	41,872-	25,000-	30,000-
USE OF MONEY AND PROPERTY								
RENT INCOME #4660	1,200-	1,200-	1,200-	1,200-	1,200-	18-	1,000-	
INTEREST #4661	19,494-	9,773-	3,989-	13,338-	25,552-	35,059-	15,000-	40,000-
SUBTOTAL	43,316-	31,497-	25,814-	65,308-	54,243-	76,949-	41,000-	70,000-
CURRENT SERVICES CHARGES								
BUILDING PLAN CHECK #4610	11,284-	24,396-	33,039-	32,324-	34,727-	7,950-	25,000-	10,000-
SALES/MAPS AND PUBLICATIONS #4611	1,056-	637-	3,166-	4,112-	598-	233-	1,500-	
SUBDIVISION FEE #4613	480-	820-						
PLANNING ENVIRON. SERVICES # 4708			7,000-	2,000	10,987		12,000-	
SUBTOTAL	12,820-	25,853-	43,205-	34,436-	24,338-	8,183-	38,500-	10,000-

CITY OF CORNING
 GENERAL FUND REVENUE
 FISCAL YEAR 2008-2009

	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2007-2008	2008-2009
	YEAR END	ACTUAL	BUDGET	REQUESTED				
OTHER FEES/PERMITS								
PERMITS & APPLICATIONS #4612	18,145-	27,046-	37,548-	50,324-	28,444-	10,895-	30,000-	10,000-
ENCROACHMENT FEES #4619	285-	765-	540-	578-	390-	300-	100-	100-
FINGERPRINT FEE #4622	339-	231-	355-		3-	21-	500-	
CONCEALED WEAPON PERMIT #4625	475-	239-	315-	777-	304-	587-	200-	500-
POLICE IMPOUND FEE #4628	3,701-	2,318-	2,508-	3,799-	1,217-	1,634-	2,500-	2,500-
PUBLIC WORKS PLAN CHECK FEE #4710	20-	23-		9,073-	137,295-	11,814-	80,000-	20,000-
SUBTOTAL ----->	22,965-	30,622-	41,266-	64,551-	167,653-	25,251-	113,300-	33,100-
MISCELLANEOUS								
MISCELLANEOUS INCOME #4618	15,853-	30,563-	61,531-	85,689-	117,592-	166,748-	15,000-	21,000-
CAL COPS #4553		99,903-	99,903-	99,903-	100,282-	99,931-	100,000-	
OTHER POLICE GRANTS #4556		35,000-	35,000-	47,733-				
OPERATING TRANSFERS IN REVENUE #4680		108,738-		90,000-	7,000-		7,000-	5,000-
SUBTOTAL ----->	15,853-	274,204-	196,434-	323,325-	224,874-	266,679-	122,000-	26,000-
FUND TOTAL ----->	3,246,622-	3,336,317-	3,718,529-	4,119,655-	4,861,490-	5,013,172-	4,382,750-	4,757,000-

Other Fund Revenue Detail

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
POLICE EQUIPMENT REPLACEMENT FUND #071								
Indian Gaming #4160		28,843-	34,493-	32,705-	22,741-			
Equipment Fund #4527	1,250-	1,685-	2,436-	10,001-	6,595-	2,453-		
9-1-1- Upgrade #4571							15,000-	15,000-
Interest #4661	418-	793-	1,355-	3,315-	5,825-	4,788-	1,000-	1,000-
Operating Transfers in Revenue #4680	50,000-	50,000-	50,000-	4,802-	37,500-	62,500-	60,000-	150,000-
FIRE EQUIPMENT REPLACEMENT FUND #076								
Indian Gaming #4160			9,882-	26,308-				
Paskenta Tribe Revenue #4162				26,308-		26,308-	26,308-	26,308-
Equipment Fund #4527	675-			573-	3,316-			
Interest #4661	515-	472-	656-	1,340-	879-	514-	1,000-	1,000-
Operating Transfers in Revenue #4680	43,600-	43,600-	43,600-	20,100-	25,500-	60,760-	60,760-	50,000-
PUBLIC WORKS EQUIPMENT REPLACEMENT FUND #078								
Indian Gaming #4160				20,510-				
Equipment Fund #4527	13,165-	6,375-	8,483-	16,287-	27,764-	11,261-		5,000-
Interest #4661	922-	775-	973-	2,612-	3,964-	2,794-	500-	500-
Operating Transfers in Revenue #4680			5,000-					12,500-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
RURAL PLANNING FUND #105								
Rural Planning Funds #4141	30,875-		58,700-	30,000-	29,000-	29,000-	31,000-	31,000-
Interest #4661	679-	64-	110-	123-	72-	217-		
PROP ONE B #107								
Prop One B #4132						400,000-	400,000-	
Interest #4661						2,176-		
FED TRANS FUND #108								
FEDERAL TRANS #4529		35,504-	60,043-	30,443-	33,491-			
INTEREST #4661	1,331-	1,315-	1,789-	3,097-	1,489-	1,095-	1,800-	1,500-
GAS TAX FUND #109 - #113								
GAS TAX #2105	42,282-	42,366-	42,903-	42,975-	43,794-	32,227-	48,848-	61,685-
GAS TAX #2106	32,072-	31,734-	32,191-	32,161-	32,970-	24,061-	32,636-	41,670-
GAS TAX # 2107	56,089-	56,463-	57,001-	57,319-	58,541-	43,044-	57,235-	72,294-
GAS TAX #2107.5	2,000-	2,000-	2,000-	2,000-	2,000-	2,000-	2,000-	2,000-
INTEREST #4661	1,655-	1,607-	2,235-	2,682-	4,657-	4,208-	2,000-	2,000-
GAS TAX TOTAL ----->	134,098-	134,170-	136,330-	137,137-	141,962-	105,540-	142,719-	179,649-
LOCAL TRANSPORTATION FUND #114								
LOCAL TRANSPORTATION SALES TAX #4120	100,570-	85,740-	103,134-	132,746-	119,510-	126,669-	128,000-	126,189-
INTEREST #4661	92-	477-	158-	14,638-	1,876-	858-	3,000-	1,000-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
TRAFFIC CONGESTION FUND #115 -----								
TRAFFIC CONGESTION RELIEF #4142	20,153-	3,253-		31,574-	50,767-			
Interest #4661	93-	81-		2,215-	1,156-	500-	500-	500-
TRAFFIC MITIGATION FUND #116 -----								
Traffic Mitigation Fees #4634				30,360-	91,320-	344,077-		
Interest #4661				313-	2,612-	5,583-		10,000-
SAFE ROUTES TO SCHOOL FUND #118 -----								
Safe Routes to School #4145					174,163-	56,237-	109,000-	284,400-
TEA DOWNTOWN FUND #120 -----								
TEA #4161					20,000-			20,000-
BUSINESS IMPROVEMENT DISTRICT FUND #142 -----								
Annual Assessments #4602	6,825-	8,750-						
Interest #4661	39-	31-		1-	1-	1-		
PLANNING ENVIRONMENTAL REV. FUND #150 -----								
Planning Environmental Services #4708					46,496-			
OTS FUND #161 -----								
OTS #4572						14,169-	67,245-	40,893-
MISC INCOME, ETC... #4618								

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CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
ABANDONED VEHICLE FUND #170 -----								
ABANDONED VEHICLE #4546				3,084-	27,494-	3,469-	4,000-	4,000-
Interest #4661				36-	439-	946-		
CLEEP FUND #176 -----								
Interest #4661	124-	40-	45-	41-				
HIGH TECH GRANT FUND #182 -----								
Interest #4661	599-	97-	276-	465-	54-			
02 CA TECH GRANT FUND #184 -----								
Interest #4661	165-	89-	276-	480-	106-	43-		
SAFE GRANT #188 -----								
Safe Grant (Police) #4701						7,842-		10,000-
FLOOD PREVENTION FUND #303 -----								
Operating Transfers in Rev #4680							8,750-	8,750-
Grant Proceeds #4700							35,000-	35,000-
GIS PLANNING FUND #304 -----								
Operating Transfers in Revenue #4680						8,750-	8,750-	8,750-
Grant Proceeds #4700							35,000-	35,000-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
RETAIL TRADE FUND #305								

Operating Transfers in Rev #4680						20,000-	20,000	
Grant Proceeds #4700							35,000-	26,000-
PROG. INC-UNRES FUND # 323								

Interest #4661	752-	801-	752-	662-	391-	27-		
CDBG Program Income #4668		1,200-	1,000-	1,300-	1,100-	1,600-		
REUSE FUNDS-ECN FUND #325								

Loan Payments #4568		165-	2,386-	1,980-	533-	913-		
Interest #4661	1,360-	986-	1,120-	2,378-	3,047-	2,035-		
CDBG Program Income #4668	18,403-	1,499-	1,575-	1,575-	788-			
REUSE FUNDS HOUSING FUND #326								

Interest #4661	1,024-	2,172-	2,395-	5,637-	894-	512-		
CDBG Program Income #4668	99,421-	13,653-	3,187-	57,615-	1,238-	41,949-		
PARK ACQUISITION/CONSTRUCTION FUND #341								

PARK ACQUISITION/CONSTRUCTION #4127	6,000-	9,600-	12,000-	21,513-	26,006-	62,875-	11,200-	11,200-
INTEREST #4661	1,308-	1,071-	1,500-	3,337-	5,374-	4,773-	1,000-	1,000-

ID: RVOTH-----JUN 30 2008

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
DRAINAGE FEES FUND #345								

DRAINAGE FEES #4636	2,732-	41,461-	6,476-	40,332-	27,523-	32,197-	10,000-	10,000-
INTEREST #4661	115-	182-	653-	1,725-	2,709-	2,657-	1,500-	3,000-
WATER CAPITAL IMPROVEMENT FUND #346								

WATER CAPITAL IMPROVEMENT #4530	4,742-	71,315-	25,620-	21,878-	26,260-	55,111-	25,000-	25,000-
INTEREST #4661	205-	744-	1,620-	3,126-	4,828-	3,657-	4,000-	4,000-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
SEWER CAPITAL IMPROVEMENT FUND #347								
SEWER CAPITAL IMPROVEMENT #4642	2,730-	42,511-	29,518-	25,884-	23,082-	47,804-	30,000-	30,000-
INTEREST #4661	198-	468-	1,202-	2,791-	5,036-	4,274-	1,000-	1,000-
WTP EXPANSION FUND #348								
MISC INCOME, ETC... #4618	19,439-	97,888-	147,288-	137,744-	141,526-	292,000-	320,000-	320,000-
INTEREST #4661	5,978-	3,646-	855-	1,267-	3,973-	2,283-	1,000-	1,000-
PARK BOND ACT 2000 FUND #350								
Interest #4661	12-		16-	29-				
YOST FIELD FUND #352								
BASEBALL FEES #4654					150-			
PARK VOL. FUND #353								
Recycling Grant #4157				5,000-		5,000-		
Interest #4661	187-	164-	134-	245-	554-	437-	500-	500-
PARKLAND ACQUISITION FUND #355								
PARKLAND PURCHASE FEE #4605	5,400-	20,700-	27,000-	21,500-	16,300-	26,300-		10,000-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
Interest #4661	1,275-	1,162-	1,842-	4,327-	5,925-	4,788-	5,000-	5,000-
TRAIL DEVELOPMENT FUND #356								

Interest #4661			37-	157-	221-	166-		
Trail Development Fee #4705								

CURB AND GUTTER FUND #365								

CURB AND GUTTER #4635	16,438-	21,102-	4,257-	1,165-			6,000-	
INTEREST #4661	1,674-	1,398-	1,722-	487-	703-	527-	1,000-	1,500-
CAPITAL REPLACEMENT WWTP FUND #380								

Interest #4661	3,759-	2,767-	2,871-	7,170-	13,154-	8,033-	4,000-	10,000-
Operating Transfers in Revenue #4680	35,000-	35,000-	40,000-	40,000-	61,800-	45,000-	45,000-	50,000-
SEWER CAPITAL REPLACEMENT FUND #381								

Interest #4661	1,740-	783-	880-	1,403-	2,195-	1,244-	1,000-	1,000-
Operating Transfers in Rev #4680				16,300-		17,300-	17,300-	18,300-
WATER CAPITAL REPLACEMENT FUND #383								

Interest #4661	570-	590-	1,117-	2,798-	4,047-	2,091-	772-	2,000-
Operating Transfers in Revenue #4680	35,000-	20,000-	25,000-	25,000-	51,500-	53,045-	53,045-	100,000-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED

JT LEVY TRUST FUND #401								
Interest #4661	111-	118-	88-	778-	1,098-	815-	250-	750-

RODGERS, FW&D FUND #402								
Interest #4661	943-	720-	882-	1,618-	2,229-	1,395-	2,000-	2,000-

RIDELL LIBRARY TRUST FUND #403								
Interest #4661	6,239-	2,222-	2,678-	7,112-	11,067-	1,767-	2,000-	2,000-

CITY OF CORNING
OTHER FUNDS
FISCAL YEAR 2008-2009

	2002-2003 YEAR END	2003-2004 YEAR END	2004-2005 YEAR END	2005-2006 YEAR END	2006-2007 YEAR END	2007-2008 ACTUAL	2007-2008 BUDGET	2008-2009 REQUESTED
TRANSPORTATION CENTER FUND #625								
TRANS. SALES TAX #4120				7,200-			7,200-	7,200-
RENTS/LEASES #4660	8,866-	9,706-	5,175-	5,250-			10,200-	
OPERATING TRANSFERS IN REVENUE #4680	5,000-	5,000-						10,000-
INTEREST #4661	170-	144-	148-	580-	285-			
FUND TOTAL ----->	14,036-	14,850-	5,323-	13,030-	285-		17,400-	17,200-
WATER ENTERPRISE FUND #630								
MISC INCOME, ETC. #4618		191-						
WATER SALES #4630	953,811-	1,051,970-	1,061,576-	1,119,836-	1,084,370-	1,218,779-	1,188,034-	1,223,675-
WATER CONNECTION FEE #4631	3,380-	9,608-	7,659-	2,408-	1,742-	4,238-	1,000-	1,000-
METER READING/TURN ON #4632	3,930-	3,350-	1,345-	1,141-	1,061-	1,992-	2,000-	2,000-
INTEREST #4661		44-	1,105-	1,654-	1,928-	1,141-	1,000-	1,000-
L&L DIST 1 ZN 1 #701								
Lighting & Landscaping Assess #4649					883-	883-		1,090-
L&L DIST 1 ZN 3 #703								
Lighting & Landscaping Assess #4649						4,299-		2,900-
FUND TOTAL ----->	961,121-	1,065,163-	1,071,685-	1,125,039-	1,089,101-	1,226,150-	1,192,034-	1,227,675-
GRAND TOTAL ----->								
	2,704,155-	2,990,226-	3,381,753-	3,621,664-	4,141,608-	4,891,396-	4,488,018-	4,951,561-



Dept. Summaries by Fiscal Year

CITY OF CORNING
ANNUAL BUDGET
FISCAL YEAR 2008-2009
DEPARTMENT HISTORY BY FISCAL YEAR

	2002-2003 ACTUAL	2003-2004 ACTUAL	2004-2005 ACTUAL	2005-2006 ACTUAL	2006-2007 ACTUAL	2007-2008 BUDGET	2007-2008 ACTUAL	2008-2009 REQUESTED
GENERAL CITY								
City Council #1100	13,988	11,484	29,770	30,109	31,290	36,702	33,139	36,952
City Clerk #1300	15,101	12,974	20,037	14,153	21,274	31,543	20,889	22,543
City Treasurer #1900	646	592	538	646	646	646	592	646
City Administration #1200	165,250	178,646	188,359	190,339	193,854	201,552	196,214	209,554
Legal Services #1400	48,301	88,026	70,389	81,848	77,454	78,406	84,370	85,622
Recreation #3300						20,164	15,637	74,035
Building & Safety #4300	67,366	73,100	92,387	104,387	139,192	130,048	153,885	115,100
Planning Dept #4100	7,475	67,913	108,600	137,583	97,579	122,260	124,386	124,688
Economic Development #4010	66,997	47,879	176,672	38,009	50,340	199,972	144,986	147,700
Flood Planning #4006					170	43,750	4,688	43,750
GIS Planning #4007					170	43,750	10,489	43,750
Retail Planning #4008						43,750	45,821	
Housing Rehab #4020				2,370	245,900	196,000	1,615	
Finance Dept #1500	189,497	164,479	204,475	210,712	235,468	246,727	249,514	266,276
Solid waste #8000			311,050	325,519	352,052	307,000	271,406	305,000
General City #1600	406,061	502,436	520,936	537,968	477,986	463,898	432,912	423,687
GENERAL CITY TOTAL	980,682	1,147,529	1,723,213	1,673,643	1,923,375	2,166,168	1,790,543	1,899,303

CITY OF CORNING
ANNUAL BUDGET
FISCAL YEAR 2008-2009
DEPARTMENT HISTORY BY FISCAL YEAR

	2002-2003 ACTUAL	2003-2004 ACTUAL	2004-2005 ACTUAL	2005-2006 ACTUAL	2006-2007 ACTUAL	2007-2008 BUDGET	2007-2008 ACTUAL	2008-2009 REQUESTED
PUBLIC SAFETY								
Fire Department #2300	230,485	323,776	370,218	452,233	446,626	469,724	517,758	488,658
Fire Cap Replacement #2301	39,500	43,662	70,499	98,727	61,262	83,788	21,894	80,000
Police Department #2114	1,227,623	1,641,744	1,519,032	1,632,227	1,794,751	2,016,252	1,840,044	2,040,771
Animal Control #2200	59,501	72,754	74,610	64,117	109,191	159,896	113,266	160,691
Police Dispatch #2119	276,333	331,673	366,784	362,825	418,148	464,486	378,261	473,884
Police Cap Replacement #2116	76,938	26,536	59,675	97,535	18,160	220,815	74,552	334,185
PAL Program #2201	19,328	1,954	12,549	12,651	14,082	14,500	13,612	15,600
2001 CAL COPS #2107	109,247							
OTS Drunk Driving #2100	35			1,671	40,671	37,374	13,644	40,893
LLEBG 2002 #2109	8,051	7,077						

PUBLIC SAFETY TOTAL	2,047,041	2,449,176	2,473,367	2,721,986	2,902,891	3,466,835	2,973,031	3,634,682
=====								

CITY OF CORNING
ANNUAL BUDGET
FISCAL YEAR 2008-2009
DEPARTMENT HISTORY BY FISCAL YEAR

	2002-2003 ACTUAL	2003-2004 ACTUAL	2004-2005 ACTUAL	2005-2006 ACTUAL	2006-2007 ACTUAL	2007-2008 BUDGET	2007-2008 ACTUAL	2008-2009 REQUESTED
PUBLIC WORKS								
Public Works Admin #3800	127,371	134,295	149,912	160,522	194,556	211,440	203,494	211,893
Engineering #4200	37,010	68,552	44,954	64,580	52,492	116,648	44,885	71,642
Library #1700	13,406	18,868	11,587	16,999	23,480	24,680	20,657	21,150
Streets #3000	247,554	260,476	424,393	432,324	424,091	639,062	461,143	529,609
Street Projects #3001	220,732	301,789	198,290	166,199	194,420	1,001,300	838,948	262,700
Toomes Bridge #9005	4,409							
Safe Routes #9013					242,005			316,000
Street and Traffic Lights #3100	110,948	112,462	96,336	67,237	67,058	78,000	65,019	67,000
Parks Maintenance #6100	355,683	150,191	126,095	140,457	161,831	164,940	177,075	206,304
Community Events #3190	781	1,069	1,321	8,095	10,222		7,377	16,000
Building Maintenance #3600	116,107	57,088	60,000	60,137	34,716	19,050	38,894	68,050
Mechanical Maintenance #3700	6,142	2,240	1,311		19,184	10,470	7	13,870
Rodgers Theatre #6125	8,311	7,474	7,140	7,619	6,728	38,100	33,788	13,600
L&L 1 #3901							819	1,090
L&L 3 #3903							1,013	2,887
PUBLIC WORKS TOTAL								
	1,248,454	1,114,504	1,121,339	1,124,169	1,430,783	2,303,690	1,893,119	1,801,795

CITY OF CORNING
ANNUAL BUDGET
FISCAL YEAR 2008-2009
DEPARTMENT HISTORY BY FISCAL YEAR

	2002-2003 ACTUAL	2003-2004 ACTUAL	2004-2005 ACTUAL	2005-2006 ACTUAL	2006-2007 ACTUAL	2007-2008 BUDGET	2007-2008 ACTUAL	2008-2009 REQUESTED
ENTERPRISE FUNDS								
Corning Airport #3500	75,541	232,620	57,453	40,799	221,022	11,250	18,806	325,250
Transportation Center #3160	10,449	17,790	9,998	7,659	13,239	12,500	11,243	12,600
Sewer Maintenance #5000	90,708	88,388	107,745	119,132	156,224	109,331	116,471	114,155
Sewer Improvements #5250	416,648	381,778	1,891,355	288,321	311,899	419,815	409,841	420,349
WWTP #5200	539,298	577,152	575,109	560,560	559,610	611,350	604,252	674,010
Water Department #7100	408,056	442,896	392,411	447,514	436,231	319,176	436,569	379,825
Water Improvements #7420	256,857	254,262	237,686	311,341	210,971	397,264	377,011	386,465
ENTERPRISE FUNDS TOTALS	1,797,557	1,994,886	3,271,757	1,775,326	1,909,196	1,880,686	1,974,193	2,312,654
GRAND TOTALS	6,073,734	6,706,095	8,589,676	7,295,124	8,166,245	9,817,379	8,630,886	9,648,434

**ITEM NO. J-15
RESOLUTION NO. 07-08-08-02
ESTABLISHING AN APPROPRIATIONS
LIMIT FOR THE CITY OF CORNING
FISCAL YEAR 2008 – 2009
JULY 8, 2008**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER



SUMMARY:

Annually the City must set its Appropriation Limit as required by Article XIIB of the California Constitution. The Appropriation Limit is also known as the "Gann Limit," named after the Initiative Proponent who sought a Constitutional Amendment to put limitations on the growth of Government. Unfortunately, Charles Gann, an associate of Howard Jarvis, failed to seek any limitations on State Government!

City Independent Auditor Roy R. Seiler has produced the attached report for public review. In support of the proposed Resolution, the Appropriation Limit this coming Fiscal Year is \$10,030,350, which far exceeds the City's proposed General Fund Base Operating Budget.

RECOMMENDATION:

**MAYOR AND COUNCIL RECEIVE THE REPORT OF THE CITY
AUDITOR AND ADOPT RESOLUTION NO. 07-08-08-02 ESTABLISHING AN
APPROPRIATIONS LIMIT FOR THE CITY OF CORNING FOR THE FISCAL
YEAR 2008-2009.**

RESOLUTION NO. 07-08-08-02

**A RESOLUTION ESTABLISHING AN APPROPRIATIONS LIMIT
FOR THE CITY OF CORNING
FISCAL YEAR 2008-2009**

WHEREAS, Article XIII B of the California Constitution requires that an appropriations limit be established,

BE IT RESOLVED, that the City Council of the City of Corning declares that the appropriation limit for the City of Corning, subject to correction and adjustment, is \$10,030,350. This appropriations limit is for the fiscal year 2008-2009 pursuant to the provisions of Sections 36936.1 and 36937 of the Government Code of California.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately and shall be published at least once in the Corning Observer, a newspaper of general circulation, printed, published and circulated in the City of Corning.



This Resolution was introduced and adopted by the City of Council of the City of Corning on the 8th day of July, 2008 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

ROY R. SEILER
CERTIFIED PUBLIC ACCOUNTANT

201 C North Tehama
Willows, CA 95988

Phone: 530-934-8841
Fax: 530-934-8849

June 2, 2008

City of Corning
Attn: Lisa

Attached is the appropriations limitation work papers and reports. The appropriation limitation for 2007-2008 is \$10,030,350. The appropriations worksheets need to be accepted by the City Council and the appropriations limitation for the coming fiscal year must be approved by resolution.

As always, let me know if you have questions or concerns.

Sincerely,

Roy R. Seiler, CPA

CITY OF CORNING
APPROPRIATIONS LIMIT WORKSHEETS
FISCAL YEAR 2008/2009

ROY R. SEILER

CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841
Fax: 530-934-8849

Independent Accountant's Report on Agreed Upon Procedures Applied to Appropriations Limit Worksheets

City Council
City of Corning, California

I have applied the procedures enumerated below to the accompanying Appropriations Limit Worksheets for the City of Corning, California (City) for the 2008/2009 fiscal year. These procedures, which were agreed to by the City and the League of California Cities (as presented in the League publication entitled *Article XIII B Appropriations limitation Uniform Guidelines*) were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution.

This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, I make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and my findings were as follows:

1. I completed worksheets and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. I also compared the population and inflation options included in the aforementioned worksheets to those that were prepared by the State of California, Department of Finance.

Finding: No exceptions were noted as a result of the procedures.

2. For the accompanying Appropriations Limit worksheet I added line A of last year's limit, to line E, total adjustments, and compared the resulting amount to line F, this year's limit.

Finding: No exceptions were noted as a result of the procedures.

3. I compared the current information presented in the accompanying Appropriations Limit worksheet to the prior year appropriation limit adopted by the City Council for the prior year.

Finding: No exceptions were noted as a result of the procedures.

4. I compared the prior year appropriations limit presented in the accompanying Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council for the prior year.

Finding: No exceptions were noted as a result of the procedures.

I was not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit worksheets. Accordingly, I do not express such an opinion. Had I performed additional procedures, other matters might have come to my attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by the League publication entitled *Article XIII B Appropriations Limitation Uniform Guidelines*.

This report is intended solely for the use of the City of Corning, California and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

June 2, 2008

Roy R. Seiler, CPA

City of Corning
FYE: June 30, 2008

GANN INITIATIVE
APPROPRIATION LIMITATION GUIDELINES

REVENUES EXEMPT FROM LOCAL LIMITS:

- All Enterprise Revenues
- State Grants (Airport, CDGB, etc.)
- State Funded Programs administered locally
- Gas Tax
- Transportation Development Act Funds

REVENUES TO BE INCLUDED:

- Shared Revenues
- Off Hwy. License Fees
- Vehicle License Fees
- Cigarette Tax
- Tax Relief Subventions (Personal Property Tax Relief, Homeowners)

City of Corning
 FYE: June 30, 2008

APPROPRIATION LIMITATION WORKSHEETS:

GANN INITIATIVE
 NEW APPROPRIATION LIMITS:

<u>FISCAL YEAR</u>	<u>PREVIOUS LIMIT</u>	<u>FACTOR</u>	<u>NEW LIMIT</u>
1980-81	1,846,944	1.1638	2,149,473
1981-82	2,149,473	1.0832	2,328,309
1982-83	2,328,310	1.1115	2,587,917
1983-84	2,587,916	1.0299	2,665,295
1984-85	2,665,295	1.0521	2,804,157
1985-86	2,804,157	1.0885	3,052,325
1986-87	3,052,325	1.0544	3,218,371
1987-88	3,218,371	1.0573	3,402,784
1988-89	3,402,784	1.0799	3,674,666
1989-90	3,674,666	1.0738	3,945,856
1990-91	3,945,856	1.0778	4,252,844
1991-92	4,252,844	1.0696	4,548,842
1992-93	4,548,842	1.0162	4,622,533
1993-94	4,622,533	1.0462	4,836,094
1994-95	4,836,094	1.0215	4,940,070
1995-96	4,940,070	1.0607	5,239,932
1996-97	5,239,932	1.0632	5,571,096
1997-98	5,571,096	1.0608	5,909,819
1998-99	5,909,819	1.0604	6,266,772
1999-2000	6,266,772	1.0626	6,659,072
2000-2001	6,659,072	1.0579	7,044,632
2001-02	7,044,632	1.0779	7,593,409
2002-03	7,593,409	0.9952	7,556,961
2003-04	7,556,961	1.0322	7,800,295
2004-05	7,800,295	1.0381	8,097,486
2005-06	8,097,486	1.0657	8,629,491
2006-07	8,629,491	1.0557	9,110,154
2007-08	9,110,154	1.0479	9,546,530
2008-09	9,546,350	1.0507	10,030,350

	<u>CALIFORNIA PRICE FACTOR</u>		<u>CHANGE IN POPULATION %</u>		<u>COMBINED TOTAL</u>
2008-09	1.0429	x	1.0075	=	1.0479

Enclosure

May 2008

Enclosure I

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost-of-living factor to compute their appropriation limit by a vote of their governing body. The cost-of-living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the 2008-2009 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2008-2009	4.29

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2008-2009 appropriation limit.

2008-2009:

Per Capita Cost of Living Change = 4.29 percent
 Population Change = 1.31 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.29 + 100}{100} = 1.0429$

Population converted to a ratio: $\frac{1.31 + 100}{100} = 1.0131$

Calculation of factor for FY 2008-2009: $1.0429 \times 1.0131 = 1.0566$

Enclosure II
Annual Percent Change in Population Minus Exclusions
January 1, 2007 to January 1, 2008 and Total Population, January 1, 2008

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2007-2008	1-1-07	1-1-08	1-1-2008
Tehama				
Corning	0.75	7,172	7,226	7,226
Red Bluff	1.02	13,688	13,828	13,828
Tehama	0.47	427	429	429
Unincorporated	1.28	40,192	40,707	40,936
County Total	1.16	61,479	62,190	62,419

(* Exclusions include residents on federal military installations and group quarters' residents in state mental institutions, and state and federal correctional institutions.

ITEM NO.: J-16
ANNUAL STATEMENT OF INVESTMENT
POLICY 2008
JULY 8, 2008

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

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

Steve

SUMMARY:

Per Government Code 53646, the Statement of Investment Policy is to be reviewed and submitted annually to the City Council for approval. The Investment Policy serves as the guidance mechanism for the investment of City Funds.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPROVE THE ANNUAL STATEMENT OF INVESTMENT POLICY AS SUBMITTED.

CITY OF CORNING
STATEMENT OF INVESTMENT POLICY

I. Introduction:

The purpose of this document is to identify various policies that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities that compromise good cash management include accurate cash projections, expeditious collection of revenue, control of disbursements, and cost effective banking relations.

II. Scope:

The Investment Policy covers all funds and investment activities under the direct authority of the City of Corning.

III. Objective:

- A. Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Corning shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- B. Liquidity:** An adequate percentage of the portfolio will be maintained in liquid, short-term securities which can be converted to cash if necessary to meet disbursements requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis will be on low sensitivity to market risk.
- C. Yield:** Yield becomes a consideration only after the basic requirements of safety and liquidity have been met.
- D. Market-Average Rate of Return:** The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, State and Local Laws and Ordinances.
- E. Diversification:** The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding either specific security types or individual financial instruments.
- F. Prudence:** The City of Corning adheres to the guidance provided by the "Prudent Man Rule" (Civil Code Section #2261), which obligates a fiduciary to ensure that: "...investment shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."
- G. Public Trust:** All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

IV. Declaration of Authority:

The City Treasurer has the authority to invest funds in certain eligible securities (Government Code Section 53635).

V. Reporting:

The City Treasurer shall submit a quarterly investment report to the City Council, which shall include all the elements of the report as prescribed by Government Code Section 53646.

VI. Investment Instruments:

Investments for the City of Corning shall only be made in one or more of the following:

<u>Maximum Investment Instrument Financial Institution</u>	<u>Percentage Or Amount</u>	<u>Maximum Maturity</u>
A. Checking Accounts	Unlimited	N/A
B. Certificates of Deposits	Unlimited	5 Years
C. Local Agency Investment Fund	\$ 40 MM	N/A
D. Passbook Savings Accounts	Unlimited	N/A

VII. Internal Controls:

A system of internal controls shall be established to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, and imprudent actions by employees, and officers of the City.

VIII. Maturities:

Security purchases and holdings shall be maintained within statutory limits imposed by Government Code.

IX. Banks and Securities Dealers:

The City Treasurer, in selecting financial institutions for deposits and investments of the City funds, shall consider the credit worthiness of such institutions. The Treasurer shall continue to monitor financial institutions, credit characteristics and financial history throughout the period in which City funds are either deposited or invested.

X. Risk Tolerance:

The City of Corning recognized that investment risk can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Treasurer shall periodically establish guidelines and strategies to control risk of default, market price changes, and illiquidity. A competitive bid process, when practical, will be used to place investments.

XI. Statement of Investment Policy:

This Statement of Investment Policy shall be reviewed and submitted annually to the City Council.

Date

Stephen J. Kimbrough, City Manager