



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, JUNE 23, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. **ROLL CALL:**

Council:	Becky Hill
	Ross Turner
	Toni Parkins
	John Leach
Mayor:	Gary Strack

C. **INVOCATION AND PLEDGE OF ALLEGIANCE:**

D. **PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:**

Presentation of Plaque Honoring Eagle Scout Dustin Mills by Mayor Strack on behalf of the City of Corning, and presentation of a Corning Rotary Certificate by in-coming President Kyle Lauderdale.

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

F. **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 9, 2009 Meeting with any necessary corrections.
3. June 17, 2009 Claim Warrant - \$169,393.55.
4. Business License Report – June 2009.
5. Transfer of \$1,925 in Designated Funds to Animal Control Spay and Neuter Voucher Program.
6. City Attorney Employment Agreement – Modify Method of Providing Retirement Contribution.
7. Approve Agreement with Tehama County for City Transportation Center Janitorial Services and Authorize the City Manager to Sign Agreement.

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

- H. **PUBLIC HEARINGS AND MEETINGS:** Any person may speak on items scheduled for hearing at the time the Mayor declares the Hearing open. **ALL LEGAL NOTICES PUBLISHED IN ACCORDANCE WITH LAW.**
- I. **REGULAR AGENDA:**
8. Presentation by Marc Nemanic, Tri-County Economic Development.
 9. Presentation – Draft State Route 99 Transportation Concept Report (PowerPoint Presentation by Kathy Grah of the California Department of Transportation – District 2).
 10. Review Proposal From Second Chance Pet Rescue – Discussion and Direction.
 11. Presentation and Discussion of the 2009 – 2010 City Budget, Discussion and Action.
- J. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- K. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- L. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**
12. Hill:
 13. Turner:
 14. Parkins:
 15. Leach:
 16. Strack:
- M. **ADJOURNMENT!:**

POSTED: FRIDAY, JUNE 19, 2009



**CITY OF CORNING
CITY COUNCIL MINUTES**

**TUESDAY, JUNE 9, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

All Council Members were present.

C. INVOCATION AND PLEDGE OF ALLEGIANCE:

City Attorney Michael Fitzpatrick gave the invocation and City Manager Kimbrough led the Pledge of Allegiance.

D. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:

1. Presentation of Certificates of Completion from the League of California Cities Mayors and Council Members Academy – Becky Hill.

Vice Mayor Becky Hill presented Certificates of Completion from the League of California Cities to Mayor Strack and Councilors Leach and Parkins. These three members of the City Council have completed the first level of the Mayor and Council's Academy.

E. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT: Not present.

F. BUSINESS FROM THE FLOOR:

Dean Cofer on behalf of himself and Mr. Bucky Bowen congratulated Recreation Supervisor Kimberly Beck on her recognition and award from Chico State University. He thanked the City for hiring Kimberly, stating that she is a valuable asset to the City.

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

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

3. Waive the Reading and Approve the Minutes of the May 26, 2009 Meeting with any necessary corrections.

4. June 3, 2009 Claim Warrant - \$113,268.95.

5. May 2009 Wages and Salaries - \$357,415.04.

6. April 2009 – Treasurer's Report.

7. Business License Report – June 2009.

8. May 2009 Building Permit Valuation - \$110,590.99.

9. City of Corning Wastewater Operation Summary Report – May 2009.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

10. **Award Bid for Pruning 789 City Street and Park Trees to Bill's Tree Service in the amount of \$38 per tree for a total of \$29,982.**
11. **Approve Budget Adjustments in Support of New Woodson Park Play Apparatus Project – Final Accounting.**
12. **Approve Budget Adjustments in Support of the Marguerite Avenue Overlay Project – Final Accounting.**
13. **Agreement for Collection of Special Assessment with Tehama County Auditor-Controller; Landscaping and Lighting Districts.**

Correction to the Minutes: On the second page, should read Property Negotiator, not Labor Negotiator.

Councilor Leach asked to pull Item 10 for further discussion. Councilor Hill stated that the Play apparatus is great at Woodson Park.

With no further discussion, Councilor Turner moved to approved Consent Items 2-9 and 11-13 noting the correction to Item No. 3. Councilor Parkins seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

10. **Award Bid for Pruning 789 City Street and Park Trees to Bill's Tree Service in the amount of \$38 per tree for a total of \$29,982.**

Councilor Leach asked if the local tree trimmers were notified of this bid, John Brewer responded stating that a Legal Notice had been published requesting Bids as is required. Councilor Leach moved to approve Consent Item 10 and Councilor Hill seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a vote of 5-0.**

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

12. **REGULAR AGENDA:**

14. **Presentation and Discussion of Present and Future Personnel Needs:**

- a) **Police Department – Chief Cardenas**

Chief Cardenas thanked the Council for their continuing support and stated that the Department is fully staffed at this time (15 Sworn Officers, 5 Dispatchers, 2 Community Service Officers, 4 Cadets, and 2 Volunteers on Patrol). He stated that our single greatest asset is our personnel. With that said, he went into his PowerPoint presentation.

Chief Cardenas presented the Police Department Staffing and briefly outlined each of their duties. He stated that he proposes at this time to fill the remaining vacant sergeant position. Out of class pay for an officer equates to an additional cost of 5%, so the difference between paying out of class and paying someone sergeants pay is about \$2,004 with benefits. He also stated that it has been discussed at Staff level about combining a position (code enforcement/water meter reader at \$20,600 from water and \$6,981 additional cost to City).

Mayor Strack stated that it would be an additional position to the Police Department and the existing Part-time Public Works position would go to a full-time maintenance position.

Chief Cardenas then informed the Council on the number of calls that the Dispatch Center currently handles.

b) Fire Department – Chief Spannaus

Chief Spannaus addressed the Council introducing the Council to the Fire Department Staffing Personnel via PowerPoint Presentation. He stated that the Department currently has 4 Dispatchers that maintain the Dispatch Center 24/7. Chief Spannaus outlined his duties, the duties of the dispatchers, the number of calls they respond to, and noted that the Department dispatches for Corning, Orland and the Capay Fire District. He stated that they perform station and equipment maintenance and they are currently in negotiations with the Orland and Capay Fire Districts in regards to the Dispatch service contract.

Chief Spannaus commended the Volunteers and outlined the number of hours volunteered last year for training and service to the public, and what duties they performed. He informed the Council that the Department inducted five new volunteers last year and one so far this year.

c) Public Works Director – John Brewer

John Brewer presented his PowerPoint Program outlining the Public Works Department. John outlined the state of Public Works personnel noting that currently this department is two employees down (vacant positions). John outlined the various sub-departments under public works supervision and the various duties associated with each department. Councilor Turner noted the support the department provides for community events, etc. Mayor Strack asked about the shared position suggested by Chief Cardenas in regards to the water meter reader. In response, John explained that Troy Grootveld currently serves as part-time meter reader and part-time maintenance. Mayor Strack confirmed that both of the currently vacant positions were budgeted last year.

City Manager Kimbrough stated that funding for Troy's position would be moved out of water and that doing this would provide funding for a part-time water meter reader and the other half of the funding would come from Code Enforcement Officer Funding. Mr. Kimbrough stated that this would provide for a Code Enforcement Officer/Water Meter Reader position that would be reading meters and seeing first hand where problems lie.

Mayor Strack asked Mr. Kimbrough what he needed from the Council tonight. Mr. Kimbrough stated that most of this will be presented during the final budget, however this gives the Council a chance to consider some of the options presented tonight. Councilor Turner asked some questions regarding budget funds. **No action was taken at this time.**

15. Review Proposal from Second Chance Pet Rescue – Discussion and Direction.

Mayor Strack introduced this item by title. Councilor Turner stated that he felt no discussion can be made prior to seeing the budget and having the advocates present. Discussion and possible action on this item was postponed until the next meeting by Council consensus. Staff was directed to ensure that Second Chance receive a copy of the Staff Report prior to this meeting.

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

14. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

It was announced that the Council continues to receive letters in opposition of TANC.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:

16. Hill: Reported on attendance at the League of California Cities Meeting, noting that media efforts were made towards the "Save our Cities" campaign for the State to quit using local Cities and Counties as their financial safety support and quit raiding our coffers. For information on this Councilor Hill suggested going to saveourcities.com for more information. She also stated that the League of California Cities is supporting opposition to the TANC project.

17. Turner: Nothing.

18. Parkins: Nothing.

19. Leach: Nothing.

20. Strack: Stated that the Recreation Commission Meeting was well attended and the Council extends a special thank you to the Hakes for their presentation.

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

Dean Cofer asked if the City Council has made the decision to purchase the property; he was informed not at this time. He asked if the purchase of the property would come from Park Funds...Mayor Strack stated no decision has been made to purchase it, or how it will be funded. Mr. Cofer asked why the public can't be informed of what the intention of the Council is should they decide to purchase this property. The Mayor informed Mr. Cofer that to date no decision had been made. Councilor Turner tried to clarify the process, stating that there would be an opportunity for general public input once a decision is made. Mr. Cofer asked if the City has any definitive information on the contamination of the property, what the contamination is, the cost for the clean-up, and who will pay for it.

N. ADJOURN TO CLOSED SESSION: 8:54 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Section 54956.8

**Potential Land Acquisition for Parks – Accessor Parcel No's. 71-136-01 thru 09
Negotiating Party: City Manager.**

**CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation, Initiation of
Litigation pursuant to subdivision (c) of section 54956.9.**

3 Potential Issues

O. RECONVENE AND REPORT ON CLOSED SESSION: 9:30 p.m.

Mayor Strack reconvened the meeting and reported that the Council had met with the Property Negotiator and Legal Council and gave them direction.

P. ADJOURNMENT!: 9:31 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: June 17, 2009

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, June 23, 2009 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	06-17-09	\$	76,541.02
B.	Payroll Disbursements	Ending	06-16-09	\$	92,852.53
GRAND TOTAL				\$	<u>169,393.55</u>

REPORT.: Jun 17 09 Wednesday
 RUN....: Jun 17 09 Time: 13:40
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-09 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
008632	06/11/09	HIT01	HI-TECH EMER VEH SERV, INC	-150.00	.00	-150.00	128487u	Ck# 008632 Reversed	
008771	06/04/09	ATT02	AT&T	-1212.22	.00	-1212.22	090525u	Ck# 008771 Reversed	
008782	06/04/09	NEX01	NEXTEL COMMUNICATIONS	-629.69	.00	-629.69	090529u	Ck# 008782 Reversed	
008787	06/04/09	ATT02	AT&T	1212.22	.00	1212.22	090525A	COMMUNICATIONS-	
008788	06/04/09	NEX01	NEXTEL COMMUNICATIONS	629.69	.00	629.69	090529A	COMMUNICATIONS-	
008789	06/09/09	COR40	CORNING YOUTH TENNIS	15.00	.00	15.00	090608	REC INSTRUCT-REC	
008790	06/09/09	LAC00	LACY, JOHN	320.00	.00	320.00	090608	REC INSTRUCT-REC	
008791	06/09/09	MAH01	MAHUTGA, MARYA	240.00	.00	240.00	090608	REC INSTRUCT-REC	
008792	06/09/09	PGE05	PG&E	1934.47	.00	1934.47	090601	FIRE-ELECT & GAS	
008793	06/09/09	COR40	CORNING YOUTH TENNIS	15.00	.00	15.00	090609	REC INSTRUCT-REC	
008794	06/10/09	AIR00	AIRGAS NCN	44.63	.00	44.63	102526805	MAT & SUPPLIES-FIRE	
008795	06/10/09	AME15	AMERIGAS	70.36	.00	70.36	010064793	NATURAL GAS-ACO	
008796	06/10/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0905192	ProfServices Water Dept	
008797	06/10/09	BAT01	BATTERIES PLUS	53.41	.00	53.41	104638	EQUIP MAINT-POLICE	
008798	06/10/09	COM01	COMPUTER LOGISTICS, INC	379.52	.00	379.52	45551	20" MONITOR FOR T. WATSON	
				43.00	.00	43.00	45711	COMMUNICATIONS-	
				24.00	.00	24.00	45712	COMMUNICATIONS-FIRE	
			Check Total.....	446.52	.00	446.52			
008799	06/10/09	COR02	CORNING OBSERVER	54.70	.00	54.70	090609	COMMUNICATIONS-GEN CITY	
008800	06/10/09	GRA02	GRAINGER, W.W., INC	291.71	.00	291.71	900350680	MAT & SUPPLIES-PARKS	
				113.13	.00	113.13	900467358	BLD MAINT-TRANS FAC	
			Check Total.....	404.84	.00	404.84			
008801	06/10/09	HOL04	HOLIDAY MARKET #32	7.98	.00	7.98	27761	Mat/Supplies BuildingMain	
008802	06/10/09	NOR31	NORM'S PRINTING	124.49	.00	124.49	006954	PRINTING/ADV-	
008803	06/10/09	NOR35	NORTHGATE ROCK COMPANY	945.00	.00	945.00	3692	A/C CITYWIDE-STR PROJ	
008804	06/10/09	OFF01	OFFICE DEPOT	490.07	.00	490.07	476604818	Office Supplies PoliceDis	

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 RUN....: Jun 17 09 Time: 13:40
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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-09 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
008805	06/10/09	PAT02	PATTERSON ELECTRIC,	738.18	.00	738.18	1585	BLD MAINT-BLD MAINT
				548.57	.00	548.57	1591	BLD MAINT-PARKS
				325.07	.00	325.07	1595	EQUIP MAINT-WTR
			Check Total.....:	1611.82	.00	1611.82		
008806	06/10/09	PGE03	PG&E	18.08	.00	18.08	090602	Mat/Supplies PoliceServic
008807	06/10/09	PGE04	PG&E	700.65	.00	700.65	090601	TranspFacility-
008808	06/10/09	PGE2A	PG&E	104.68	.00	104.68	090601	ELECT-MARTINI, MCDONALD &
				125.62	.00	125.62	090602	ELECT-CLELAND PROP
			Check Total.....:	230.30	.00	230.30		
008809	06/10/09	SHA15	SHAMROCK STEEL FABRICATOR	5750.00	.00	5750.00	10022	CAP REPLAC-SWR IMPROV
008810	06/10/09	SVA01	SVABO	50.00	.00	50.00	20090328	ASSOC DUES-BLD & SAFETY
008811	06/10/09	TEH15	TEHAMA CO SHERIFF'S DEPT	128.00	.00	128.00	737799	FINGERPRINTS-
008812	06/10/09	USA01	USA BLUE BOOK	42.99	.00	42.99	826421	MAT & SUPPLIES-WTR
008813	06/10/09	USA03	USA MOBILITY WIRELESS, INC	32.88	.00	32.88	S0159912F	COMMUNICATIONS-POLICE
008814	06/10/09	VAL07	VALLEY VETERINARY CLINIC	151.06	.00	151.06	49909	K-9 PROGRAM-POLICE
008815	06/12/09	ARA02	ARAMARK UNIFORM SRV. INC.	28.75	.00	28.75	4190974	Mat/Supplies-
				28.75	.00	28.75	4193673	Mat/Supplies-
			Check Total.....:	57.50	.00	57.50		
008816	06/12/09	INT00	INTERSTATE BATTERY SYSTEM	100.62	.00	100.62	20017898	VEH OP/MAINT-POLICE
008817	06/12/09	KIN01	KINNEY'S NURSERY	524.80	.00	524.80	6288	LANDSCAPING-TRANS FAC
008818	06/12/09	MCC05	MCCURDY'S TRUCK REPAIR	367.29	.00	367.29	5212	VEH OP/MAINT-
				79.28	.00	79.28	5220	VEH OP/MAINT-
			Check Total.....:	446.57	.00	446.57		
008819	06/12/09	PAT02	PATTERSON ELECTRIC,	96.92	.00	96.92	1603	SENIOR CENTER-GEN CITY
				1750.00	.00	1750.00	1609	EQUIP MAINT-WTR
			Check Total.....:	1846.92	.00	1846.92		
008820	06/12/09	SCH01	LES SCHWAB TIRE CENTER	18.44	.00	18.44	402802	Veh Opr/Maint -
008821	06/12/09	SWW00	SWWC SERVICES, INC.	44156.20	.00	44156.20	16704	PROF SVCS-WWTP

REPORT.: Jun 17 09 Wednesday
 RUN....: Jun 17 09 Time: 13:40
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CITY OF CORNING
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PAGE: 003
 ID #: PY-DP
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
008821	06/12/09	SWW00	SWWC SERVICES, INC.	2640.67	.00	2640.67	16705	PRETREATMENT PROG/SWR
Check Total.....				46796.87	.00	46796.87		
008822	06/12/09	WAR04	WARREN, GLORIA	242.25	.00	242.25	090612	REC INSTRUCT-REC
008823	06/16/09	ATT09	AT&T	64.72	.00	64.72	090607	MAT & SUPPLIES-WTR
008824	06/16/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	090543	Profservices Water Dept
008825	06/16/09	CHE02	CHEM QUIP, INC.	1039.80	.00	1039.80	2055067IN	MAT & SUPPLIES-WTR
008826	06/16/09	COM01	COMPUTER LOGISTICS, INC	159.67	.00	159.67	45713	COMMUNICATIONS-POLICE
008827	06/16/09	COR11	CORNING SAFE & LOCK	12.99	.00	12.99	2455	MAT & SUPPLIES-BLD MAINT
008828	06/16/09	LIN01	LINCOLN EQUIPMENT, INC.	1258.88	.00	1258.88	ST116593	MAT & SUPPLIES-PARKS
008829	06/16/09	MAD02	MADAY, RANDY	401.85	.00	401.85	090615	REC INSTRUCT-REC
Check Total.....				.00	.00	-401.85	090615u	Ck# 008829 Reversed
008830	06/16/09	NOR01	NORTH VALLEY BARRICADE	27.06	.00	27.06	12334	SIGN REPLAC-STR
008831	06/16/09	ALL11	ALL SPORTS EQUIPMENT &	401.85	.00	401.85	090615	MAT & SUPPLIES-REC
008832	06/17/09	COM01	COMPUTER LOGISTICS, INC	111.48	.00	111.48	45785	MACH/EQUIP-FINANCE
008833	06/17/09	GRA02	GRAINGER, W.W., INC	78.82	.00	78.82	901220430	SMALL TOOLS-POLICE
Check Total.....				51.54	.00	51.54	901220431	MAT & SUPPLIES-FIRE
008834	06/17/09	MOR02	RAY MORGAN COMPANY	3450.08	.00	3450.08	492621	COMMUNICATIONS-
008835	06/17/09	NOR31	NORM'S PRINTING	91.56	.00	91.56	007025	OFFICE SUPPLIES-FINANCE
008836	06/17/09	PAC16	PACIFIC TELEMANAGEMENT	60.50	.00	60.50	122566	COMMUNICATIONS-GEN CITY
008837	06/17/09	PUR02	PURCHASE POWER	5537.98	.00	5537.98	090615	COMMUNICATIONS-GEN CITY
008838	06/17/09	WAR04	WARREN, GLORIA	220.00	.00	220.00	090617	REC INSTRUCT-REC
008839	06/17/09	WES02	WESTERN BUSINESS PRODUCTS	35.87	.00	35.87	018664	Equip.Maint.-FIRE

Cash Account Total.....: 76541.02
 Total Disbursements.....: 76541.02

Cash Account Total.....:

.00

.00

.00

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
3985	06/03/09	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	A90602	POLICE OFFICER ASSOC	
3986	06/03/09	EDD01	EMPLOYMENT DEVELOPMENT	3431.02	.00	3431.02	A90602	STATE INCOME TAX	
				1149.32	.00	1149.32	1A90602	SDI	
			Check Total.....	4580.34	.00	4580.34			
3987	06/03/09	ICM01	ICMA RETIREMENT TRUST-457	2845.25	.00	2845.25	A90602	ICMA DEF. COMP	
3988	06/03/09	OEU03	OPERATING ENGINEERS	800.00	.00	800.00	A90602	CREDIT UNION SAVINGS	
3989	06/03/09	PERS1	PUBLIC EMPLOYEES RETIRE	30064.92	.00	30064.92	A90602	PERS PAYROLL REMITTANCE	
3990	06/03/09	PERS4	Cal Pers 457 Def. Comp	376.25	.00	376.25	A90602	PERS DEF. COMP.	
3991	06/03/09	PRE03	PREMIER WEST BANK	5593.48	.00	5593.48	A90602	HSA DEDUCTIBLE	
3992	06/03/09	VAL06	VALIC	1276.25	.00	1276.25	A90602	AIG VALIC P TAX	
4013	06/16/09	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	A90616	POLICE OFFICER ASSOC	
4014	06/16/09	EDD01	EMPLOYMENT DEVELOPMENT	3657.63	.00	3657.63	A90616	STATE INCOME TAX	
				1261.39	.00	1261.39	1A90616	SDI	
			Check Total.....	4919.02	.00	4919.02			
4015	06/16/09	ICM01	ICMA RETIREMENT TRUST-457	2845.25	.00	2845.25	A90616	ICMA DEF. COMP	
4016	06/16/09	OEU03	OPERATING ENGINEERS	800.00	.00	800.00	A90616	CREDIT UNION SAVINGS	
4017	06/16/09	PERS1	PUBLIC EMPLOYEES RETIRE	30216.08	.00	30216.08	A90616	PERS PAYROLL REMITTANCE	
4018	06/16/09	PERS4	Cal Pers 457 Def. Comp	376.25	.00	376.25	A90616	PERS DEF. COMP.	
4019	06/16/09	PRE03	PREMIER WEST BANK	5295.48	.00	5295.48	A90616	HSA DEDUCTIBLE	
4020	06/16/09	TEH15	TEHAMA CO SHERIFF'S DEPT	589.71	.00	589.71	A90616	WAGE ASSN # 43462	
4021	06/16/09	VAL06	VALIC	1574.25	.00	1574.25	A90616	AIG VALIC P TAX	
			Cash Account Total.....	92852.53	.00	92852.53			
			Total Disbursements.....	92852.53	.00	92852.53			

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Date.: Jun 17, 2009
Time.: 1:45 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
BAUGHN, GLEN	323 HOAG ST	CORNING, CA 96021	BAUGHN	GLEN DRIVING CARS FOR CORNING FORD & CHEVROLE	06/03/09	(530) 586-0176
REDBOX AUTOMATED RET	1425 SOLANO ST	CORNING, CA 96021		7-ELEVE UNMANNED AUTOMATED KIOSK FOR DVD RENTAL/	06/09/09	(630) 756-8098

ITEM NO: F-5
TRANSFER OF DESIGNATED
FUNDS TO ANIMAL CONTROL
SPAY AND NEUTER VOUCHER
PROGRAM
JUNE 23, 2009

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

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
ANTHONY F. CARDENAS, CHIEF OF POLICE

SUMMARY:

The establishment of the Spay and Neuter Voucher Program has been well received by the citizens of Corning with 94 vouchers in the amount of \$70 each being issued. The issuance of these vouchers, along with the initial printing costs for this program, has depleted the current line item funding. The amount of fees currently held in the Food and Agriculture fee account, minus the monies previously transferred, is \$1925.00. In order to have funds available for the issuance of future spay and neuter vouchers and continuance of the program, it is requested that the transfer of \$1925.00 be approved.

BACKGROUND:

In October 2008, the City Council approved the creation of a Spay and Neuter Voucher Program for dogs owned by City residents and licensed by the City. The Council approved a budget amendment to fund the program with the fees collected in accordance with California Department of Food and Agriculture Code Section 30804.7. The fees are for dogs caught running-at-large and subsequently transported to the Animal Shelter. State law allows the funds collected to be used for humane education, programs for low cost spaying and neutering of dogs, and for any additional costs incurred by the public Animal Control Agency or Shelter for the administration of these programs. The funds that were previously transferred from the Food and Ag fees to the Spay and Neuter Voucher Program have been expended.

The Police Department is asking that the City Council appropriate the funds held in the Food and Agriculture fee account to the City's Spay and Neuter Voucher Program.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE TRANSFER OF COLLECTED FOOD AND AGRICULTURE FEES TO INCREASE THE APPROPRIATIONS TO LINE ITEM ACCOUNT NUMBER 072-6300-2200 BY THE AMOUNT OF \$1925.00 FOR CONTINUANCE OF THE SPAY AND NEUTER VOUCHER PROGRAM.

**CITY ATTORNEY EMPLOYMENT
AGREEMENT – MODIFY METHOD OF
PROVIDING RETIREMENT
CONTRIBUTION.
JUNE 23, 2009**

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



SUMMARY:

In June 2005, the City Council approved the current "Employee Services Contract" with Michael Fitzpatrick. The Agreement provides for the City Attorney to receive CalPERS retirement based upon his part-time pay. The original three-year agreement now extends automatically from year to year.

CalPERS has changed its rules and no longer allows multiple employers to contribute to CalPERS for part-time employees. For this reason and because the City Attorney is employed part time by two different cities, CalPERS has now returned to the City of Corning the City Attorney's member earnings submitted to CalPERS by Corning since 2005. The City Council previously agreed to allow these funds to be redirected into whatever retirement account the City Attorney found to be in his best interest.

The City Attorney's personal accountant recommends that the funds be taken as taxable salary and then invest them as "after-tax" dollars in an investment of his own choosing; however, the City Attorney is still looking for a way of rolling these funds over into another type of tax-deferred investment. This decision needs to be made by the City Attorney by the end of this month so the funds can be taken off the City's books. The Council is being asked to allow either option the City Attorney now selects.

BACKGROUND:

The retirement contribution set by PERS is 12.278 percent of salary (Employer Contribution Rate) and the City paid 7% (Employee contribution) for a total of 19.278%, which is the same as all other Miscellaneous City Employees. In the coming year, the monthly cost for City Attorney retirement will be \$964. The only increased cost to the City for the City to pay retirement funds as part of the City Attorney's current pay is the added employer paid Social Security on the \$964, about \$58 per month.

The City has also been holding in trust the employer contributions that were returned by CalPERS, plus the additional retirement contributions in the meantime that have accrued. These funds should be paid prior to June 30th by check on the next warrant register followed by a Form 1099 if the City Attorney is unable to find another roll-over tax deferred investment for his funds by the end of June.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE MODIFICATION OF COMPENSATION FOR THE CITY ATTORNEY AS PROVIDED FOR IN THE ATTACHED "AMENDMENT TO AGREEMENT FOR LEGAL SERVICES".

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

THIS IS AN AMENDMENT TO THE LEGAL SERVICES AGREEMENT made and entered into in July of 2004 between the City of Corning, hereinafter referred to as "EMPLOYER" and MICHAEL C. FITZPATRICK, an individual, hereinafter referred to as "EMPLOYEE."

The 2004 Agreement provided that, in addition to his base salary, the EMPLOYEE was entitled to receive the following:

"Retirement: EMPLOYEE shall receive PERS entitlements (2% at 55) prorated on a 1/8 time basis consistent with his compensation package."

After entering into this Agreement, EMPLOYER and EMPLOYEE were informed by PERS that EMPLOYEE was not eligible to have his retirement funds paid into PERS because he was already contributing to PERS through his part-time employment with another PERS agency, the City of Anderson. Therefore, EMPLOYER was instructed that all past and future retirement funds to which EMPLOYEE is entitled must be redirected in some other manner.

EMPLOYER then agreed to allow EMPLOYEE to redirect such funds into whatever retirement account he found which would be in his best interest and EMPLOYEE has now been informed by his own accountant that it would be in his best interest to simply take retirement benefits paid on his behalf by the City of Corning as taxable salary and then invest them as "after-tax" dollars in an investment of his own choosing.

THIS BEING THE CASE, EMPLOYER and EMPLOYEE hereby agree that all past accruals of retirement funds to which EMPLOYEE is entitled as well as any future such entitlements may either be rolled over into a tax-deferred investment selected by EMPLOYEE or may be paid to EMPLOYEE as salary, subject to federal and state withholding, to be invested for retirement in whatever manner EMPLOYEE elects.

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To CITY: **Stephen J. Kimbrough, City Manager**
City of Corning
794 Third Street
Corning, CA 96021

- b. To EMPLOYEE: **MICHAEL C. FITZPATRICK**
11424 Easy Street
Redding, CA 96003

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

CITY OF CORNING:

EMPLOYEE:

by _____

Stephen J. Kimbrough, City Manager

Michael C. Fitzpatrick

**ITEM NO.: F-7
APPROVE AGREEMENT WITH TEHAMA
COUNTY FOR CITY TRANSPORTATION
CENTER JANITORIAL SERVICES AND
AUTHORIZE CITY MANAGER TO SIGN
AGREEMENT**

JUNE 23, 2009

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

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

SUMMARY:

City Staff has received the Agreement between the City of Corning and the County of Tehama for janitorial services for the City Transportation Center. The effective date for this Agreement is July 1, 2007 and was originally approved by the Corning City Council for the City to be compensated in the amount of \$10,448 payable each Fiscal Year.

After careful review and consideration by Tehama County Public Works Director Gary Antone a decision to reduce the expenditure to the amount of \$8,220 payable each Fiscal Year has been concluded. Justification for the expenditure reduction falls primarily on the fact that only janitorial services are considered and no other expenses such as utilities and/or maintenance are permitted. Please find attached the proposed Agreement.

Tehama County Deputy Director of Public Works Barbara O'Keeffe has indicated that time is of the essence in this matter. As the City of Corning Council Meeting is scheduled for Tuesday, June 9, 2009 and the deadline for the City approved and signed Agreement to be agendaized for the Tehama County Board Meeting is 3:00 pm, Wednesday, June 10, 2009. According to Ms. O'Keeffe, keeping within this time restraint will ensure a reimbursement payment for prior Fiscal Year 2007/2008 and for current Fiscal Year 2008/2009 to the City.

BACKGROUND:

During the July 22, 2008 City of Corning City Council Meeting Council approved the Agreement with Tehama County for janitorial services at the Corning Transportation Center. The Agreement provides for funding and identifies the responsibilities of each party.

City Staff agree with the reduction in expenditure presented to the City of Corning and recommend approval of the Agreement being entered into with Tehama County for janitorial services at the Corning Transportation Center.

RECOMMENDATION:

MAYOR AND COUNCIL:

- 1) APPROVE AGREEMENT WITH TEHAMA COUNTY FOR CITY TRANSPORTATION CENTER JANITORIAL SERVICES AND,**
- 2) AUTHORIZE CITY MANAGER TO SIGN AGREEMENT**

AGREEMENT BETWEEN THE CITY OF CORNING AND THE COUNTY OF TEHAMA

This agreement is entered into, pursuant to Government Code sections 6500 et seq., 26002, and 26006, between the County of Tehama (County) and the City of Corning (City) for the purpose of funding janitorial services at the Corning Intermodal Transportation Center, a public transit facility that is owned and operated by City and serves the regional transit system operated by County.

1. RESPONSIBILITIES OF THE CITY

During the term of this agreement, the City shall maintain the public transit facilities housed within the Transportation Center at no further cost to the County. The City contributes the cost of water, sewer, and solid waste disposal. The City shall deposit the compensation provided for in paragraph three (3) into the restricted Transportation Center Fund 625 and such funds shall be used solely for the maintenance of the Transportation Center. The Restaurant Suite and Office Suite within the building are not supported by these funds.

2. RESPONSIBILITIES OF COUNTY

During the term of this agreement, County shall compensate City as set forth in Section 3.

3. COMPENSATION

CITY shall be paid an all-inclusive flat fee of \$8,220.00 per fiscal year (July 1 – June 30) for all services rendered under this agreement. In no event shall the total compensation paid pursuant to this agreement exceed \$41,100.00.

4. BILLING AND PAYMENT

CITY will be paid one-twelfth (1/12) of the annual compensation (\$685.00) each month, in arrears.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2007, and shall terminate June 30, 2012.

6. TERMINATION OF AGREEMENT

If City fails to perform its duties to the satisfaction of County, or if City fails to fulfill in a timely manner its obligations under this agreement or if City violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to City.

Either party may terminate this agreement for convenience on 30-days written notice.

County may terminate this contract immediately upon oral notice should funding

cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement during any fiscal year.

County's right to terminate this agreement may be exercised by County's Director of Public Works.

In the event that this agreement is terminated for any reason, City shall be paid only the prorated portion of the flat fee earned prior to termination.

Should this agreement be terminated, City shall provide County all supplies, tools, and/or equipment purchased by City pursuant to this agreement.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. City shall be entitled to no other benefits other than those specified herein. No changes amendments or alterations shall be effective unless in writing and signed by both parties. City specifically acknowledges that in entering into and executing this agreement, City relies solely upon the provisions contained in this agreement and no others.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of City, City may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. PREVAILING WAGE

City certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services provided by City hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, City agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. County shall provide City with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. If applicable, City shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the work available to interested parties upon request, and shall post copies at the City's principal place of business and at the Project site. City shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the City or its subcontractors to comply with the Prevailing Wage Laws.

10. EMPLOYMENT STATUS

City shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship,

or to allow County to exercise discretion or control over the professional manner in which City performs the services which are the subject matter of this agreement.

The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. City shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if City were a County employee. County shall not be liable for deductions for any amount for any purpose from City's compensation. City shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall City be eligible for any other County benefit.

11. INDEMNIFICATION

City shall hold harmless, defend, and indemnify Tehama County, its elected and appointed officials, officers, and employees (collectively the "County affiliates"), against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any persons or persons' bodily injury, including death, or property being damaged by City or by any person employed by City in any capacity during the progress of the work, whether by negligence or otherwise. Without limiting the generality of the foregoing, City shall hold harmless, defend, and indemnify the County affiliates against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees arising from or relating to or founded upon (1) any claim of premises liability of any nature; (2) any claim that the Transportation Center does not comply with any federal, state, or local statute, regulation, rule, ordinance, guideline, or enactment of any nature pertaining to accessibility of public accommodations or public services (including, but not limited to, the Americans with Disabilities Act and California Civil Code sections 51 et seq.); or (3) any claim that the Transportation Center or the operation or maintenance thereof, does not comply with any other any federal, state, or local statute, regulation, rule, ordinance, guideline, or enactment of any nature.. City shall also indemnify the County affiliates against any adverse determination made by the Internal Revenue Service, the State Franchise Tax Board, or any other governmental authority against the County affiliates with respect to City's "independent contractor" status that would establish a liability for failure to make social security withholding, income tax withholding, or any other wage withholding of any nature.

12. INSURANCE

City shall obtain and maintain continuously general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad-form contractual, broad-form property damage, contractors protective, product/completed operations, auto and non-owned auto, personal injury, and fire-legal liability here applicable.

Such insurance shall include **the County of Tehama and its elected and appointed officials, officers, and employees as an additional insured**, and shall not be reduced or cancelled without 30-days written prior notice certain to the County.

substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

IN WITNESS WHEREOF, County and City have executed this agreement on the day and year set forth below.

TEHAMA COUNTY PUBLIC WORKS

Date: _____

Williams J. Goodwin
Chief Administrator
County of Tehama

CITY OF CORNING

Date: _____

Stephen J. Kimbrough
City Manager
City of Corning
Tax Identification Number 94-6000317

**APPROVED AS TO FORM
COUNTY COUNSEL**

Arthur Wylene,
Assistant County Counsel

DEPARTMENT OF TRANSPORTATION
OFFICE OF SYSTEM PLANNING
1657 RIVERSIDE DRIVE
P. O. BOX 496073
REDDING, CA 96049-6073
PHONE (530) 225-3236
FAX (530) 225-3020
TTY 711



*Flex your power!
Be energy efficient!*

June 17, 2009

City of Corning
Mr. Gary Strack, Mayor
794 Third Street
Corning, CA 96021

Dear Mayor Strack:

Draft State Route (SR) 99 Transportation Concept Report (TCR)

At the June 23, 2009 Corning City Council Meeting, the Draft SR 99 TCR will be distributed and presented for the Council's information and review. Attached to this letter is a copy of the powerpoint presentation and the guiding resolution (1-2009) from the Tehama County Transportation Commission (TCTC) relating to this Report.

The TCR is a first step in planning for the future of a transportation facility. The Report analyzes traffic conditions, demographics, local economies, land use, environmental conditions and other issues related to highway operation and usage. This specific TCR examines three future alternative concepts and offers advantages and disadvantages for each, but does not decide on an alternative. A more detailed feasibility study is recommended for this route.

This is the website for the draft: http://www.dot.ca.gov/dist2/planning/concept_rpts.htm.

The deadline for making comments on this document is **July 17, 2009**. The TCTC will be presented the final document and will be asked to sign a resolution of concurrence at the **July 28, 2009** meeting. If you have any questions or comments during your review, please contact me at (530) 225-3236.

Sincerely,

A handwritten signature in cursive script that reads "Kathy M. Grah".

KATHY M. GRAH
Associate Transportation Planner

Enclosures: Powerpoint Handouts and Resolution (No. 1-2009)

cc: Steve Kimbrough, City Manager, City of Corning
John Brewer, Director of Public Works, City of Corning
Tim Huckabay, Planning and Local Assistance Deputy District Director, Caltrans
Gary Antone, Executive Director, Tehama County Transportation Commission

TEHAMA COUNTY TRANSPORTATION COMMISSION
RESOLUTION No. 1-2009
COMMENCEMENT OF STATE ROUTE 99
TRANSPORTATION CONCEPT REPORT (TCR)

WHEREAS, the Tehama County Transportation Commission is responsible for regional transportation planning for Tehama County and the incorporated cities of Corning, Red Bluff and Tehama, and said responsibilities include the functional relationship between the local road system and state highway system; and

WHEREAS, the California Department of Transportation (Caltrans), District 2 is responsible for the planning, construction, and operation of the state highway system, which includes the functional relationship between the State highway system and local road system;

WHEREAS, Caltrans District 2 in cooperation with the Tehama County Transportation Commission is commencing on the preparation of the Transportation Concept Report for State Route 99 which sets forth a conceptual plan for the development and operation of the highway for the next twenty years, and the Long-Range Facility concept that describes the facility that may be ultimately needed.

WHEREAS, preparation of the State Route 99 Transportation Concept Report will also involve local elected officials, city and county staff, community organizations, State and Federal agencies, Tribal Governments, the general public and many other organizations; and

WHEREAS, the State Route 99 Transportation Concept Report identifies operational and capacity improvements that will be necessary to maintain desired operating conditions/level of service over the twenty year planning horizon; and

WHEREAS, the State Route 99 Transportation Concept Report also identifies improvements on or near the state highway system that will facilitate regional or local development, improve local circulation and enhance quality of life; and

WHEREAS, said report does not determine the ultimate alignment of State Route 99 North of Butte County. It is understood that a more detailed feasibility study may be pursued in the future if the partner agencies make that determination.

NOW, THEREFORE, BE IT RESOLVED by the Tehama County Transportation Commission and its Technical Advisory Committee (TAC) have chosen to participate in the development of the State Route 99 Transportation Concept funded by Caltrans District 2 and assist in the public outreach efforts to local communities on said route.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the plan is scheduled to be completed by June 30, 2009 in accordance with Proposition 1B.

The foregoing Resolution was offered by Commissioner Russell and seconded by Commissioner Christinson at a regular meeting, March 3, 2009 and adopted by the following vote:

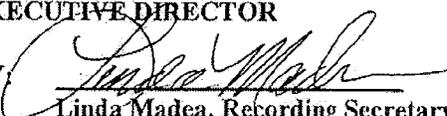
AYES: Commissioners': Warner, Russell, Strack, Willard, Byrne, and Christinson

NOES: None

ABSENT OR NOT VOTING: None

ATTEST: Gary Antone, P.E., P.L.S
EXECUTIVE DIRECTOR

BY:


Linda Madea, Recording Secretary

Adopted: March 3, 2009


Chairperson

State Route 99 Transportation Concept Report

Draft Presentation for the

- Corning City Council (June 23)
- Tehama County Board of Supervisors (June 30)
- Red Bluff City Council (July 7)
- Tehama City Council (July 14)

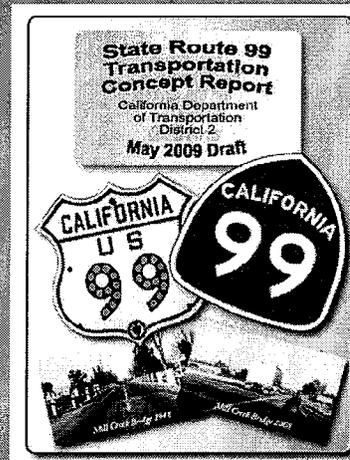
By Kathy Grah, Associate
Transportation Planner
from Caltrans



State Route 99 Transportation Concept Report

Outline of Presentation

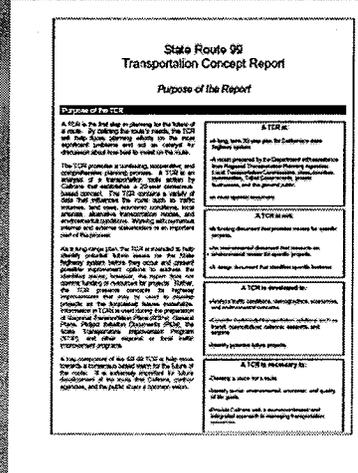
- What is a TCR?
- Analysis of Traffic Data
- Outreach
- Timeline
- Draft
- Questions



State Route 99 Transportation Concept Report

What is a TCR?

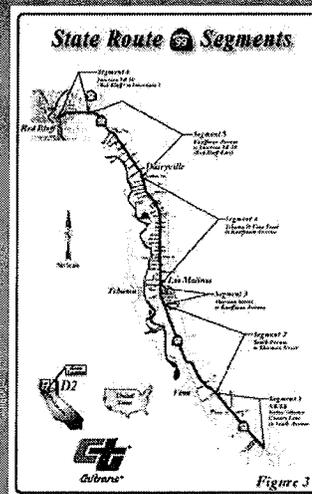
- See Purpose of the TCR
- A requirement for Federal and State long-range planning; Highway Safety, Traffic Reduction, Air Quality, Port Security Act of 2006 (Proposition 1B); and future opportunities such as Governor's Strategic Growth Plan



State Route 99 Transportation Concept Report

What is a TCR?

- State Route 99 in Tehama County is the focus of this report
- State Route 36 segment (critical connection to I-5) is included
- See Maps



State Route 99 Transportation Concept Report

What is a TCR?

- This report contains 3 main sections:

1. Body
2. Traffic Assessment-
Current and Future
3. Appendices

State Route 99 Transportation Concept Report	
Table of Contents	
Section	Page
Report Signature Sheet	5
State Route 99 Map in California	7
State Route 99 Map in Tehama County	8
Executive Summary	12
Purpose of the Report	14
General Route Information	16
Traffic Assessment Current	29
Traffic Assessment Future	51
APPENDICES	
A. Federal and State Declarations	80
B. Preliminary Engineering Assessment	89
C. Intelligent Transportation Systems	84
D. Other Plans, Notices, and Studies	86
E. Stake Outreach and Tribal Land Shields	97
F. Mileposts and Contacts	119
G. Glossary	121

State Route 99 Transportation Concept Report

Analysis of Traffic Data

- Used Highway Capacity Manual-2000 version
- Used 2007 data for traffic
- See Traffic Assessment-
Current and Future



State Route 99 Transportation Concept Report

Analysis of Traffic Data

- Some examples of data gathered include: hourly volume, direction of traffic, lane and shoulder width, truck and RV percentages, speed, percentage of no passing, and access points



State Route 99 Transportation Concept Report

Analysis of Traffic Data

- LOS is given in terms of percent time following and average travel speed for SR 99
- Directional analysis is in first segment



State Route 99 Transportation Concept Report

Analysis of Traffic Data

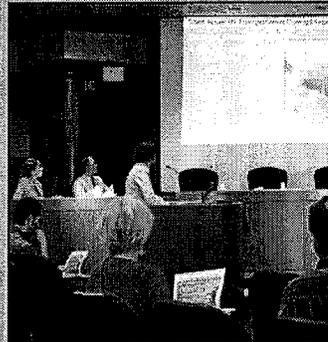
- During the next 20 years, SR 99 in Tehama County will experience:
 1. An increase in traffic volumes
 2. Operation of the current facility will experience growing delays and decrease in average travel speed



State Route 99 Transportation Concept Report

Outreach

- Tehama County RTIP/STIP Technical Advisory Committee and Tehama County Transportation Commission
- Tehama County Board of Supervisors
- Corning, Red Bluff, and Tehama City Councils



State Route 99 Transportation Concept Report

Outreach

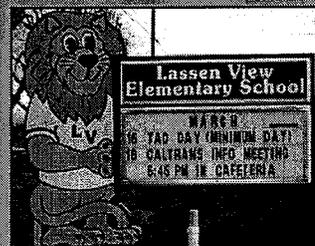
- Caltrans District 2, Other Caltrans Districts (10, 6, and 3), and Caltrans Headquarters
- Tribal Governments



State Route 99 Transportation Concept Report

Outreach

- Two public workshops (May and March 2009)
- See Public Outreach Section
- See Summary Notes



State Route 99 Transportation Concept Report

Outreach

Sample of Public Comments

- *Beautiful Scenery with orchards and fruit stands*
- *Drivers speed up and use center turn lane for passing in Los Molinos*
- *Need improved access on route*



State Route 99 Transportation Concept Report

Outreach

Sample of Public Comments

- *Current sign with little tractor symbol is not enough. Need to inform drivers of high agricultural areas with signs stating "slow moving equipment" or "pass with caution" and lights/flashing beacon*



State Route 99 Transportation Concept Report

Outreach

Sample of Public Comments

- *Lower speed limit in certain locations*
- *Add turn pockets in higher traffic areas*
- *Need center turn lane in Los Molinos*

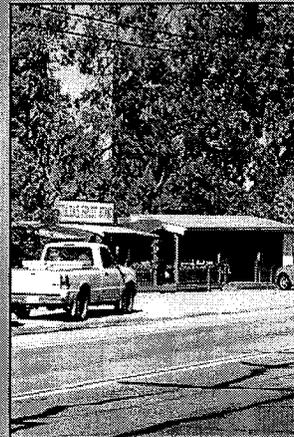


State Route 99 Transportation Concept Report

Outreach

Sample of Public Comments

- *Accommodate traffic for fruit stands and businesses*
- *Separated bike lanes and pedestrian path for entire route*



State Route 99 Transportation Concept Report

Outreach

Sample of Public Comments

Vision for Future

- *Widen to four-lane route on current alignment*
- *Don't widen current alignment to four-lanes*
- *Upgrade South Avenue to accommodate commercial trucks*
- *Create new route from south of Los Molinos to I-5*

State Route 99 Transportation Concept Report

Draft

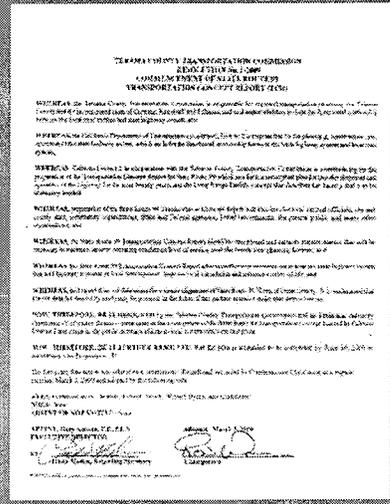
- The future status SR 99:
 1. Not a clear vision
 2. History of the Route
 3. Many documents stating conflicting alignment for the future



State Route 99 Transportation Concept Report

Draft

- This Report does not select preferred concept.
- Recommends partner agencies undertake detailed studies to select preferred concept.
- See Resolution No. 1-2009



State Route 99 Transportation Concept Report

Draft

- SR 99 TCR presents 3 basic options described in past studies and by the public:
 1. Existing
 2. South Avenue
 3. Potential New Alignment to I-5



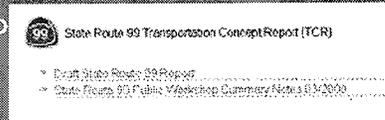
State Route 99 Transportation Concept Report

Draft

- Available to the public since 05/21/09.

http://www.dot.ca.gov/dist2/planning/concept_rpts.htm

- Tehama County RTIP/STIP Technical Advisory Committee & Tehama County Transportation Commission reviewed and provided comments which have been addressed.

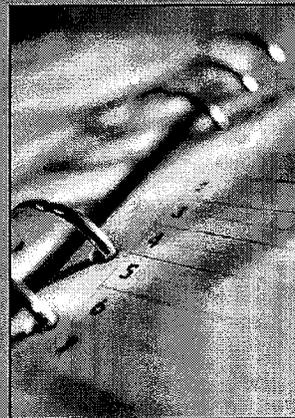


*Majority of
comments have
been editorial in
nature*

State Route 99 Transportation Concept Report

Timeline

- **Comments can be sent to Kathy Grah by July 17 at kathy_grah@dot.ca.gov or contact at 225-3236.**
- **Final Document July 28**- Ask Tehama County Transportation Commission to adopt resolution of acceptance



State Route 99 Transportation Concept Report

Questions

Thank you



**ITEM NO: I-10
AGREEMENT WITH SECOND
CHANCE PET RESCUE
JUNE 9, 2009**

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

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

SUMMARY:

On April 29, 2009 Debbie Eaglebarger, on behalf of Second Chance Pet Rescue, presented a proposal to the City Council for the Council's consideration. The proposal requested the Council consider raising animal control fees and the revenue generated from these fees be given to Second Chance, additionally a monthly allowance of \$500.00 be given to Debbie Eaglebarger for services provided to the Animal Shelter.

BACKGROUND:

The Police Department is responsible for Animal Control within the City of Corning as one of its services. As part of this service, the City owns and operates a shelter for the care of dogs in the City's custody. As part of their duties, Community Service Officers (and occasionally Patrol Officers) deliver dogs to the shelter that have been caught running-at-large, quarantine dogs if necessary, take in surrendered animals, set-up pens and handle arrangements with owners for the release of their animal. The City provides dog food when not donated, maintains the facility and provides for utilities at the facility. In order to assist with the daily care of the shelter and the dogs in the City's custody and as an additional security measure, the City has entered into caretaker agreements with individuals. In lieu of compensation, the City has provided an on-site residence for such caretakers.

The City's association with Debbie Eaglebarger began in May 2002 when Ms. Eaglebarger, as President of Second Chance Pet Rescue, asked if Second Chance Pet Rescue could volunteer its services at the Shelter. Second Chance wanted to socialize, walk, train, groom, and take dogs to adoption events. The focus of Second Chance's efforts was to make dogs more adoptable, both locally and through the organization's out-of-area contacts. Ms. Eaglebarger advised that Second Chance Pet Rescue was operated by private funding and they were also seeking grants to support their efforts. The City accepted Second Chance's offer because this arrangement appeared beneficial to the shelter animals, Second Chance, and the City. In August 2002 our agreement with a shelter caretaker ended and on October 7, 2002, the City entered into a caretaker agreement with Debbie Eaglebarger. This agreement, among other items, provides for a mobile home to act as the caretaker's residence.

If a dog owner has not collected their dog within five (5) days (the time prescribed by law that the City must hold an unclaimed dog) it is then prepared for adoption. Since the City entered into its relationship with Second Chance, this organization has primarily handled adoption arrangements, to include spaying and/or neutering and initial rabies vaccines at the local veterinarian clinic (with the cost borne by the City).

The City's relationship with Second Chance Pet Rescue has been beneficial for the dogs in the shelter that were unclaimed or surrendered by their owners, as most have been adopted

by responsible pet owners. It should be understood, however, that any services provided beyond the caretaker agreement obligations, are Second Chance services. These programs (socialization, walking, transfers, pre- and post-adoption home visits, recordkeeping, etc.) while compassionate, are not required by current law. However, the relationship with Second Chance has been strained at times, in part because of the uncertainty of its economic survival.

Second Chance Pet Rescue's proposal, dated March 30, 2009 and presented to the City Council on April 28, 2009, proposes that the City Council do the following:

1. Adopt the following increased fee schedule:

	<u>Current</u>	<u>Proposed</u>	<u>% of Increase</u>
Intake Fee:	\$ 12.00	\$ 15.00	25%
Daily Rate:	3.50	7.00	100%
Quarantine:	35.00	70.00	100%
Adoption:	40.00	75.00	88%

2. The proposed fees are given to Second Chance Pet Rescue for supplies deemed needed and used by Second Chance Pet Rescue.
3. After the required holding period of five (5) days, Second Chance Pet Rescue is given the option to request the dog and accept responsibility of the animal, minus the cost of the initial transfer vaccination.
4. The City give Debbie Eaglebarger \$500.00 per month for services provided to the Shelter, in addition to the current Caretaker Agreement.

The first item reflecting the proposed increase in the listed fees, based on Staff's survey of other facilities, does not appear unreasonable (survey attached).

The second item would mean a loss of revenue to the City of approximately \$4,000 to \$5,000 per year, and it does not appear that the City would have any control over how these funds would be used once given to Second Chance Pet Rescue. This would also require the City and Second Chance Pet Rescue to move from a mutual benefit to a contractual relationship.

The third item would mean that the City would still have to deal with dogs that Second Chance Pet Rescue would not accept. It would also mean that dogs given to Second Chance Pet Rescue would remain at the shelter at Second Chance's discretion. Giving Second Chance discretionary control of dogs at the shelter could lead to the transference of responsibility for the operation of the shelter.

The fourth item would require the City paying an added \$6,000.00 per year in addition to providing the caretaker residence.

While Second Chance Pet Rescue's proposal may not be unreasonable, the City's current and future fiscal forecasts do not support funding this proposal. However, if the Mayor and Council want to consider contracting for these services, Staff would recommend using the City's RFP process, as there are other service providers available.

RECOMMENDATION:

MAYOR AND COUNCIL DISCUSS SECOND CHANCE PET RESCUE'S PROPOSAL AND PROVIDE FURTHER DIRECTION TO STAFF.

Second Chance



Pet Rescue

www.second-chance-pets.org

SECOND CHANCE

Pet Rescue and Adoption

4312 Rawson Rd., Corning, CA 96021 530/824-1985

March 30, 2009

Proposal to City of Corning

Background:

Debbie Eaglebarger started Second Chance Pet Rescue, a non-profit organization, for the specific task of monitoring the Corning Animal Shelter. The shelter had a known history as a "fill and kill" facility and it was the belief of Second Chance Pet Rescue that changes could be made to make a difference for the betterment of the animals and the city. The impact of having an advocate in the shelter has been profound.

In 10/02, Ms. Eaglebarger was appointed as the on-site shelter caretaker. In lieu of monetary payment, Ms. Eaglebarger is allowed to occupy the single-wide mobile home on the grounds of the shelter.

Dog food, previously purchased on a regular basis, has been provided free for the past six years. Barrels were purchased by Second Chance to ensure no vermin infestation, an ongoing problem.

Second Chance Pet Rescue has made extensive improvements at the shelter to improve the care and comfort of the animals, done by donations and volunteers. Ms. Eaglebarger and Second Chance Pet Rescue have been reliable and responsible in representing the City of Corning. After 7 years, the City of Corning is a model for a humanely run shelter, all done on a volunteer basis. The time has come for the City and Second Chance to come together as a team in shelter operations.

The mission of **Second Chance Pet Rescue and Adoption** is the prevention of cruelty to animals by establishing and maintaining a sanctuary which provides a safe environment for homeless and abandoned pets; to provide foster care for homeless and abandoned pets; to assist in placing such animals in safe, caring, permanent homes; to be an active participant in education and the humane and caring treatment of animals; and to celebrate the bond with companion animals.

Current Status

Ms. Eaglebarger currently fulfills her obligation to the city by feeding and watering the dogs twice daily. She provides additional care to the animals by providing beds, blankets, toys, outside time, and when necessary, medical and grooming attention. She transports animals to the vet for spaying and neutering when adopted, to other high traffic shelters like Haven Humane Society and Butte Humane Society, and to other rescue organizations. She performs home visits for all pit bulls adopted and some other dogs to ensure appropriate home environment. She answers the shelter phone which include queries about relinquishing a pet, finding a lost pet, or wanting to adopt a pet. Other phone calls relate to cats, livestock, sick animals, and questions about pet behavior.

The peace of being "at home" is not realized. People honk at the closed gate. One person came at 3:30 in the morning after being released from jail and kicked a hole in the mobile home siding wanting to get his dog back. Unsavory people sometimes come out to "look at the pit bulls."

Ms. Eaglebarger usually sets up a pen when dogs come in for the officers. There are many times that the public want to drop of found animals, pick up their lost animal, or want to look at dogs. The majority of these visits take place during the day but numerous occasions are in the evening and on the weekend. Ms. Eaglebarger performs all duties related to adoptions. One adoption can last 1-2 hours. Visitors are not allowed to just walk around and look at dogs but must be accompanied.

Obedience training is now being provided on weekends for the public to ensure a well-behaved dog in the community. All training for pit bulls is done free to encourage pit bull owners to have a socialized and welcome addition in the community.

Medical intervention is provided to the animals entering the shelter. Examples include a dog with his ears and tail cut off with scissors, a dog with a broken leg, entropian eye repairs, a recent parvo dog, and a dog suspected of being shot with buckshot. Matted coats are trimmed and combed.

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PROPOSAL:

Second Chance Pet Rescue proposes the following for consideration from the City of Corning.

1. All fees for animals that come to the shelter be designated back to Second Chance Pet Rescue for the maintenance care and handling that is given to each individual animal. These fees include pickup fee, daily rate, quarantine, relinquishment, and adoption. The spay/neuter fine remains in the care and control of the city. Proposed new fee schedule:

Intake Fee: \$15

Daily Rate: \$7

Quarantine: \$70

Adoption: \$75

2. Fees collected will be used by Second Chance Pet Rescue to ensure there will be supplies needed that are provided by Second Chance for humane care and treatment.
3. Upon reaching the required holding period, Second Chance Pet Rescue will have the option of requesting the release of the dog to Second Chance Pet Rescue. The animal would still use the city shelter but Second Chance would assume all responsibility from that point forward (spay/neuter, euthanasia and disposal if necessary, etc.) As with release to any other rescue or shelter, a vaccination would be given upon transfer. Second Chance would provide future vaccinations if necessary (for puppies).
4. The City of Corning designates \$500 (five hundred dollars) per month to Debbie Eaglebarger for the services provided to the shelter. The city has already realized the cost savings in no dog food purchases and a dramatically reduced dead animal disposal rate.

Being the onsite caretaker, Ms. Eaglebarger has taken on some of the roles the ACOs used to do. She intakes animals from Corning residents that just show up at the shelter with "found dogs and puppies," she releases dogs back to their owners when animal control is not available. She transports dogs to the vet for spaying and neutering before the dogs goes into the new adopter's home. She saves police dispatch and the ACO countless

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and has become a leader in the north state for her pit bull ambassador and training program. A small stipend from Second Chance Pet Rescue is her only source of income. The services provided by Ms. Eaglebarger helps the ACOs tremendously by freeing them up to handle more police-related duties.

As with any proposal, revisions and fine-tuning may be necessary to satisfy both parties. Thank you for your time, attention, and consideration.

Patricia Panko

Patricia Panko
President

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Jurisdiction	Adoption	Impound	Surrender	Daily Maint	License (Altered)	License (Unaltered)	County
Red Bluff Police	\$62.50	\$15.00	\$5.00	\$7.50	\$7.00	\$20.00	Tehama
Tehama County		\$15.00	\$5.00	\$6.00	\$7.00	\$20.00	Tehama
Chico Police		\$27.00	\$25.00	\$8.50	\$10.50	\$21.50	Butte
Paradise Police	\$25.76	\$30.24	\$23.52	\$8.50	\$14.56	\$29.12	Butte
Butte County		\$27.00	\$25.00	\$8.50	\$10.00	\$20.00	Butte
Anderson Police	\$65.00	\$20.00		\$10.00	\$10.00	\$22.00	Shasta
Redding Police		\$10.00	\$20.00	\$10.00	\$10.00	\$22.00	Shasta
Shasta County		\$20.00	\$20.00	\$10.00	\$10.00	\$22.00	Shasta
Orland Police	\$70.00	\$40.00	\$50.00	\$5.00	\$12.00	\$25.00	Glenn
Willows Police	\$70.00	\$40.00	\$50.00	\$5.00	\$12.00	\$25.00	Glenn
Glenn County	\$70.00	\$40.00	\$50.00	\$5.00	\$12.00	\$25.00	Glenn
Average	\$64.84	\$25.84	\$28.27	\$7.64	\$10.46	\$22.87	
Corning	\$40.00	\$12.00	\$12.00	\$3.50	\$4.00	\$8.00	

Shaded boxes represent the average of two different dollar amounts based upon whether the animal is altered or intact. Anderson is based on the weight of the surrendered animal.