



**CITY OF CORNING
SPECIAL MEETING & CLOSED SESSION AGENDA**

**TUESDAY, MARCH 8, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. RECOGNITION AND ISSUE OATH OF OFFICE TO NEWLY APPOINTED COUNCIL MEMBER:

Councilmember: Dave Linnet

E. ADJOURN TO CLOSED SESSION:

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

F. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION:

G. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL:

POSTED: MARCH 4, 2011



CITY OF CORNING

CITY COUNCIL AGENDA

**TUESDAY, MARCH 8, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

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

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

1. Proclamation: March 6, 2011 – Girl Scout Week in the City of Corning.

Joni Jobe and Kylee Braiser will be present along with local Girl Scouts to accept the Proclamation.

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

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.

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 February 22, 2011 City Council Meeting with any necessary corrections:

4. March 2, 2011 Claim Warrant - \$134,355.25.

5. March 2, 2011 Business License Report.

6. February 2011 Building Permit Valuation - \$44,153.28.

7. February 2011 Wages and Salaries - \$324,567.10.

8. February 2011 – Treasurer's Report.

9. City of Corning Wastewater Operation Summary Report – February 2011.

10. Approve Contract Change Order No. 3 Requesting a Time Extension and Progress Pay Estimate No. 3 in the Amount of \$6,150 to Franklin Construction for the 2010 Traffic Signal Installation Project.
11. Ordinance 644 Amending Chapter 13 of the Municipal Code Regarding Maintenance of Backflow Prevention Devices. (Second Reading)
12. Approve New Five-Year Agreement with the Corning Rodeo Association for Rodeo Grounds at Clark Park.
13. Adoption of Invocation Policy.

G. ITEMS REMOVED FROM THE CONSENT AGENDA:

H. PUBLIC HEARINGS AND MEETINGS:

I. REGULAR AGENDA:

14. Resident Selection Policy, Salado Orchard Apartments: Consider Supporting a Waiver to the Minimum Occupancy Standards for Two and Three Bedroom Apartments at Salado Orchard Apartments.
15. Approve Agreement for Completion of a Constituent Study Workplan (A Waste Discharge Permit Requirement) by Carollo Engineers and Appropriation of \$5,000 from Sewer Enterprise Fund 610 to WWTP Professional Services Account 610-6322-5200 to cover this Cost.
16. Approve Recommendation of Melodie Poisson for Appointment to the City Planning Commission.
17. Review Services Provided by Corning Disposal with An Eye Towards Reducing Service in order to Lower Service Rates.
18. Confirm Continued Compensation Plan for the Unrepresented Position of Administrative Assistant to the City Manager.
19. Authorize Fire Chief to Work with Glenn County Agencies on Fire Dispatch Contract.

J. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

K. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

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

Parkins:

Leach:

Dickison:

Linnet:

Strack:

M. ADJOURNMENT!:

POSTED: FRIDAY, MARCH 4, 2011

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

PROCLAMATION
PROCLAIMING THE WEEK OF MARCH 6, 2011
AS
GIRL SCOUT WEEK IN THE CITY OF CORNING

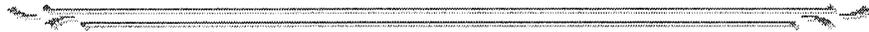
WHEREAS, March 12, 2011 marks the 99th anniversary of Girl Scouts of the USA, founded in 1912 by Juliette Gordon Low in Savannah, Georgia; and

WHEREAS, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with courage, confidence, and character to make the world a better place; and

WHEREAS, through the Girl Scout Leadership Experience girls develop the skills and lessons that will serve them throughout their lives so that they may contribute to their communities; and

WHEREAS, Girl Scouting takes an active role in increasing girls' awareness of the opportunities in math, science, sports, technology, and many fields of interest that can expand their horizons; and

WHEREAS, more than three million current Girl Scout members nationwide will be celebrating this American tradition and welcoming girls from every background to join.



NOW, THEREFORE I, Gary R. Strack, as Mayor of the City of Corning, do hereby applaud the commitment Girl Scouting has made to support the leadership development of America's girls and proudly proclaim the week of March 6, 2011 as Girl Scout Week in the City of Corning.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 8th day of March 2011.

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES**

**TUESDAY, FEBRUARY 22, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 7:31 p.m.

B. ROLL CALL:

Council:

Toni Parkins

John Leach

Vacant

Darlene Dickison

Mayor:

Gary Strack

All members of the City Council were present with one vacancy remaining on the Council pending appointment.

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

D. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. RECOGNITIONS: Recognition of Past Planning, Recreation, Library and Airport Commissioners.

Mayor Strack presented plaques to Ron Ostarello (Airport), Loretta Price (Recreation), Shannon Boles (Recreation) and Gloria Church (Library) for their service on the various Commissions.

2. PRESENTATIONS: Presentation by the Senior Center Treasurer Barbara Vandygriff.

Senior Center Treasurer Barbara Vandygriff presented the Council with a breakdown of the current finances for the Senior Center. She informed the Council that the Senior Center has modified their insurance coverage, eliminated internet service due to the fact that their computers are outdated, and they have reviewed and modified facility rental fees. All of these have helped to reduce their costs and improve their revenues. Mrs. Vandygriff informed the Council of some of their fundraising activities and informed the Council that the Board unanimously voted to raise Linda Lima's hourly wages by \$1 effective January 1, 2011 in recognition of the outstanding job she does.

E. BUSINESS FROM THE FLOOR:

No comments were received from the audience.

Mayor Strack announced that a request was received following posting of the Agenda from City Attorney Michael Fitzpatrick to add as an urgency item for Council action, "Provide Indemnity for City Attorney" in relation to recent threats of a law suit in connection with his representation of the City.

Councilor Leach moved to add Mr. Fitzpatrick's requested urgency item, "Provide Indemnity for City Attorney" to the City Council Agenda for discussion and action. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

City Attorney Michael Fitzpatrick presented his request for the City to provide indemnity for him in reference to recent threats of lawsuit from an individual he has been dealing with on behalf of the City. City Manager Kimbrough outlined the indemnification requested.

Councilor Parkins moved to approve the City Attorney's request that the City of Corning protect, defend and indemnify him against any kind of legal action taken against him by others due to his acting on behalf of the City of Corning. Such protection to extend not only to liability and damages of any kind but to all reasonable costs and expenses incurred by him or others on his behalf in providing him a defense. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

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.

3. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
4. **Waive the Reading and Approve the Minutes of the February 8, 2011 Special Closed Session and Regular City Council Meetings with any necessary corrections.**
5. **February 16, 2011 Claim Warrant - \$ 214,363.76.**
6. **February 16, 2011 Business License Report.**
7. **Authorize Public Works to Seek Proposals for a Three-Year Concrete Contract for Curb, Gutter and Sidewalk Installation.**
8. **Approve Progress Pay Estimate No. 7 in the Amount of \$3,343.32 to Azevedo Construction for the 2010 Rodgers Theater Improvement Project.**
9. **Appropriate \$1,350 from General Fund for Flow Testing 18 Fire Department Self Contained Breathing Apparatus (SCBA's).**
10. **Ordinance No. 643; An Ordinance Amending the Speed Limit on Solano Street from 35 mph to 25 mph from Marguerite Avenue to a Point 1,000 Feet to the East. (Second Reading)**

Mayor Strack introduced each of the Consent Agenda Items by title. Consent Item No. 9 was pulled by Councilor Leach for further discussion. Councilor Parkins moved to approve Consent Items 3-8 and 10. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

G. ITEMS REMOVED FROM THE CONSENT AGENDA:

9. **Appropriate \$1,350 from General Fund for Flow Testing 18 Fire Department Self Contained Breathing Apparatus (SCBA's).**

Councilor Leach clarified that this testing is required yearly and then suggested to add funding for this in the yearly budget. With that noted, Councilor Leach then moved to appropriate funds from the General Fund in the amount of \$1,350 to Account No. 001-6700-2300, Fire Department Equipment Maintenance. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

H. PUBLIC HEARINGS AND MEETINGS:

11. **Request for Disposal Service Rate Increase Public Hearing and Action.**

Mayor Strack introduced this item by title and City Manager Kimbrough outlined the requested increase of 1.19% stating that it is made up of two parts, CPI increase and fuel rate increase. He then stated the total proposed rate with the increase for residential (\$0.23) and senior services

(\$0.12). Mr. Kimbrough stated that as Council can see on the attached cost comparison, only two other Cities receive service at a lower fee, Anderson and Orland and noted that Corning receives services they do not.

Mayor Strack then opened the public hearing.

Ross Turner: Asked for a clarification of age for senior service stating he thought it was 62 not 65, Mr. Kimbrough confirmed that Mr. Turner was correct, it was 62.

Larry Williford: Stated his opposition to the rate increase citing that according to the Federal government, no change in the CPI (Consumer Price Index) occurred last year. He was informed that there are a number of different Consumer Price Indexes and according to the conditions of this Franchise Agreement the Annual Consumer Price Index – All Urban Consumers West – C is used.

Mr. Tim McGill of Waste Management stated that there are about four different CPI's and the Franchise Agreement the City has refers to the western States CPI. He stated that the City has a bulky waste pickup service and street sweeping service that some of the other communities don't receive. He also outlined some of the services they have consolidated with the County to also save residents money whereas they supply the site for the collection at no additional costs.

Councilor Leach stated that he is not ignorant to the cost in the waste operation industry. He stated his concerns as a taxpayer, stating that costs are increasing for everything, yet many of the taxpayers are not receiving raises and CPI increases seem to be the only area for negotiation.

Councilor Dickison stated her agreement with Councilor Leach stating that they provide an excellent service, but explained that a number of our residents are unemployed, our own employees have taken a 10% cut in pay, our City Manager and Police Chief are going to part-time to save our budget. She stated her concern that many residents won't be able to afford to pay their bill.

Dave Linnet, Joyce Lequia and Dean Blankenship stated their satisfaction with the service and would have no problem with the proposed fee increase.

With no further comments Mayor Strack closed the public hearing.

Councilor Leach suggested possibly reviewing the current services and reducing them in order to not raise the fees and help our citizens. Councilor Dickison voiced her agreement. Mayor Strack stated that possibly the City Manager and Public Works Director can review possible cuts in service. Mayor Strack suggested approving the proposed raise with a motion to explore means to reduce costs in the future.

Councilor Parkins moved to having conducted the public hearing and received all protests, consider and approve the proposed CPI increase of 0.31% and the fuel cost adjustment of an additional 0.88% for a total rate increase of 1.19%. Mayor Strack stated that he will second the motion with the amendment to the motion to state that Council will look at the contract to see if they would like to adjust some of the services and bring back to the Council at the March 8th meeting for discussion. **Ayes: Strack, Parkins, and Dickison. Opposed: Leach. Absent/Abstain: None. Motion was approved by a vote of 3-1 with one vacancy remaining on the Council.**

I. REGULAR AGENDA:

12. Ratify Memorandum of Understanding with the Corning Management Association.

Mayor Strack introduced this item by title and City Manager Kimbrough presented the Agreement stating it is for one year only, and emphasized that there will be no wage increases. He outlined the changes in retirement for new management employees hired after the date of Agreement

ratification. Mayor Strack also stated that the employees have also agreed to extend the furloughs as currently written for another full fiscal year.

Ross Turner: Confirmed that there will be no retirement savings for existing employees and that these changes will not affect the contracts for the City Manager and Police Chief. He also confirmed that the City Manager would not accrue 900 hours between now and June 30, 2011 and Chief Cardenas would not accrue 960 hours within this same time frame.

Susan Price: Confirmed that the Planning Director was working part-time for the County and stated that this Agreement doesn't reference the Planning Director's situation. Mayor Strack and the City Attorney explained that Mr. Stoufer is considered a full-time employee of the City, emphasizing that the City, not Mr. Stoufer, has the contract with the County.

Mrs. Price also stated that surrounding Cities are requiring employees to also pay a percentage of their retirement.

Councilor Dickison moved to ratify the Memorandum of Understanding with the Corning Management Association for the period of January 1, 2011 through December 31, 2011. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

13. Introduction of Ordinance 644 Amending Chapter 13 of the Municipal Code Regarding Maintenance of Backflow Prevention Devices. (First Reading)

Mayor Strack introduced this item by title and Public Works Director John Brewer stated that the City requires installation of backflow prevention devices to ensure that backflow contamination from irrigation or other waste lines doesn't affect our water distribution system. He stated that there are currently about 60 devices in town. Mayor Strack confirmed that this was for commercial, industrial and multi-family units not residential.

With no further comments, Councilor Dickison moved to waive the first reading and introduced Ordinance 644 by title as an Ordinance to authorize the City to inspect and repair backflow prevention devices and to collect the associated costs through the regular water billing. Councilor Parkins seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

14. Approve Contract Change Order No. 6 Amending Scope of Work and Increasing the Rodgers Theater Improvement Project by \$12,542.37 for a Total Project Cost of \$213,080.71.

Mayor Strack introduced this item by title clarifying that we are still within the budget for this project. Mr. Brewer informed Council that PG&E has agreed to pay for half of the undergrounding cost because the utility provider gave the City misinformation.

With no further comments, Councilor Leach moved to approve Contract Change Order No. 6 revising the scope of work to complete the unanticipated undergrounding of the electrical service at the Rodgers Theater Improvement Project, increasing the contract amount by \$12,542.37 for a total project cost of \$213,080.71. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

15. Approve Request for Assistance from the Corning Chamber of Commerce to Prevent Theft of Transient Occupancy Taxes (TOT'S).

Mayor Strack introduced this item by title. Councilor Leach asked whether the City receives any of the 10% TOT taxes collected from the hotel where he works; he was informed no, that particular hotel is located in the County.

Mr. Kimbrough stated that the League of California Cities has requested assistance from local governments in an effort to stop the theft of local TOT revenues occurring through bookings with online travel companies.

Councilor Parkins moved to authorize Staff to request assistance from the City's Chamber of Commerce for communicating the importance of transient occupancy tax (TOT) to Corning residents and businesses, and coordinating a correspondence effort to our State Assembly Representatives and Senator to request they oppose the theft of Transient Occupancy Tax by out-of State- travel companies. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach and Dickison. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 4-0 with one vacancy remaining on the Council.**

16. Mid-Year Budget Review and General Discussion.

Mayor Strack introduced this item by title and City Manager Kimbrough outlined the current status of our sales tax revenues. He stated that according to the Board of Equalization, three of our major businesses have noted an increase in sales in this last quarter and stated that the fourth quarter also looks good.

Mr. Kimbrough noted that the City intends to end the fiscal year with \$505,000 in the General Fund. He informed the Council that the funds the City will be receiving from the Indian Gaming Commission (\$19,320) is essentially found money and was not included in the approved budget. He stated that we have met our original policy statement and have not had to lay-off any of our employees. Mr. Kimbrough explained the necessity of the General Fund Reserve stating that it floats the City throughout the year in times when the City is awaiting incoming revenues from the State, Federal Aviation Fuel Tax Revenues, etc.

Discussion item only, no action required.

Susan Price stated that the Streets in Corning look like that of a third world country and hopefully the City will be able to do something about that in the future. She also stated that she is very concerned about the City's sustainability; we can't keep spending more than we are taking in.

Ross Turner asked whether there was any possibility of paying off the indebtedness on the water reserve fund early to save on the interest. City Manager Kimbrough responded stating yes, there is a possibility and noted that there is no penalty clause with USDA for early payment of the loan.

Dave Linnet stated that he totally disagrees with the statement comparing our City Streets with that of third world roads.

17. Invocation, Discussion and Action.

Mayor Strack introduced this item by title and City Attorney Michael Fitzpatrick provided the City with information regarding the legalities of prayer at the City Council meetings. Councilor Leach stated that in the past it was the practice to have local Clergy take turns providing the invocation at the meetings. Following discussion, Council by consensus requested that the City Attorney prepare a Staff Report for outlining the procedure for presentation to the Council for adoption.

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

K. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None

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

Parkins: Suggested that in future when having the budget review we have a shorter Agenda.

Leach: Nothing.

Dickison: Nothing.

Strack: Stated if the applicants for the vacant Council position have questions relating to Conflict of Interest, etc. please contact the City Manager and he will refer these questions to the City Attorney for an answer. Mayor Strack announced that a Special Open Meeting will be held on March 1 at 7:00 p.m. to interview the applicants. He then thanked City Manager Kimbrough and Police Chief Cardenas for their years of service to the City – noting that Mr. Kimbrough had 18 years as of February 24th and Mr. Cardenas 21 years as of January 8th and invited those present to enjoy some cake and punch provided to show appreciation for this service.

M. ADJOURNMENT!: 9:35 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: March 2, 2011

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, March 8, 2011 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	02-28-11	\$	27,300.68
B.	Payroll Disbursements	Ending	02-28-11	\$	78,312.54
C.	Cash Disbursements	Ending	03-02-11	\$	28,742.03
GRAND TOTAL				\$	<u>134,355.25</u>

REPORT.: Feb 28 11 Monday
 RUN....: Feb 28 11 Time: 14:58
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-11 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
012007	02/28/11	ACI01	ACI SPECIALTY BENEFITS	324.00	.00	324.00	11399	WorkmensComp. General Cit
012008	02/28/11	ALL01	ALLISON, MELVIN	135.00	.00	135.00	110222	TRAINING/ED-POLICE
012009	02/28/11	ARA02	ARAMARK UNIFORM SRV.INC.	34.09	.00	34.09	0995104	Mat/Supplies-
012010	02/28/11	ATT13	AT&T	720.57	.00	720.57	110211	COMMUNICATIONS-
012011	02/28/11	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1101642	ProfServices Water Dept
012012	02/28/11	CAM02	CAMELLIA VALLEY SUPPLY	146.31	.00	146.31	0765173	MAT & SUPPLIES-WTR
				177.12	.00	177.12	0764374-1	MAT & SUPPLIES-WTR
			Check Total.....:	323.43	.00	323.43		
012013	02/28/11	COM01	COMPUTER LOGISTICS, INC	113.00	.00	113.00	52109	MAT & SUPPLIES-WTR
				1081.41	.00	1081.41	52124	Equip.Maint.-POLICE
			Check Total.....:	1194.41	.00	1194.41		
012014	02/28/11	CON07	CONEXIS	30.00	.00	30.00	01110R348	MEDICAL INS-COBRA
012015	02/28/11	COR11	CORNING SAFE & LOCK	2.98	.00	2.98	3074	MAT & SUPPLIES-PARKS
012016	02/28/11	DON05	DON AZEVEDO CONSTRUCTION,	3008.99	.00	3008.99	11-0223	THEATER RESTORATION-RODGE
012017	02/28/11	GRA01	GRANDFLOW, INC	853.57	.00	853.57	111572	Office Supplies Finance D
012018	02/28/11	HOL04	HOLIDAY MARKET #32	17.81	.00	17.81	38549	Mat/Supplies-FINANCE
				26.64	.00	26.64	38728	Mat/Supplies-CITY COUNCIL
			Check Total.....:	44.45	.00	44.45		
012019	02/28/11	LAR01	LARRY'S PEST & WEED,	4667.00	.00	4667.00	36987	WEED/TREE SPRAY-STR
012020	02/28/11	LIN02	LINNETS TIRE SHOP	10.00	.00	10.00	51559	Veh Opr/Maint-STR
012021	02/28/11	MAY01	MAY, WILLIAM L.	2757.10	.00	2757.10	112212011	EE RELATIONS-LEGAL SVCS
012022	02/28/11	NEX02	NEXTEL	122.14	.00	122.14	086319111	COMMUNICATIONS-DISPATCH
012023	02/28/11	NOR01	NORTH VALLEY BARRICADE	121.24	.00	121.24	13963	SIGN REPLACEMENT-STR
012024	02/28/11	NOR31	NORM'S PRINTING	190.63	.00	190.63	009473	PRINTING/ADV-POLICE
012025	02/28/11	PGE2A	PG&E	47.97	.00	47.97	110216	ELECT-BLUE HERON CT
012026	02/28/11	PRO11	PROFORCE LAW ENFORCEMENT	766.54	.00	766.54	104648	SAFETY ITEMS-POLICE

REPORT.: Feb 28 11 Monday
 RUN...: Feb 28 11 Time: 14:58
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
012027	02/28/11	RAR01	ROLLS, ANDERSON & ROLLS	4889.50	.00	4889.50	8235	SIGNAL IMPROVEMENTS-STR P
012028	02/28/11	RED14	RED BLUFF OUTDOOR POWER,	158.87	.00	158.87	000000001	MAT & SUPPLIES-
012029	02/28/11	RON03	RON DUPRATT FORD	447.46	.00	447.46	668441	EQUIP REPLAC-STR
012030	02/28/11	RYA04	RYAN APPRAISALS	2000.00	.00	2000.00	110210	APPRAISALS-PARKLAND DEV
012031	02/28/11	SCH08	SCHOOL ADMIN PUBLISH CO	31.10	.00	31.10	00124016	Traing/Educ. PoliceServic
012032	02/28/11	TEH30	TEHAMA CNTY AIR POLLUTION	276.00	.00	276.00	1011921	MAT & SUPPLIES-
012033	02/28/11	UPS01	UNITED PARCEL SERVICE	8.97	.00	8.97	F7377X081	CLARK PARK WELL/WTR CIP
012034	02/28/11	USB01	US BANK	902.32	.00	902.32	171667371	Rents/Leases-GEN CITY
012035	02/28/11	WAR05	WARREN, DANA KARL	152.00	.00	152.00	110218	REC INSTRUCTOR-REC
012036	02/28/11	\B044	BAUMAN, SANDI	50.00	.00	50.00	000B10201	MQ CUSTOMER REFUND FOR BA
012037	02/28/11	\B045	BELTRAN VARGAS, CECILIO	42.57	.00	42.57	000B10201	MQ CUSTOMER REFUND FOR BE
012038	02/28/11	\C059	CARROLL, AMY	9.63	.00	9.63	000B10201	MQ CUSTOMER REFUND FOR CA
012039	02/28/11	\C060	CHICO HOMES,	50.00	.00	50.00	000B10201	MQ CUSTOMER REFUND FOR CH
012040	02/28/11	\D015	DUBY, MARIA	.77	.00	.77	000B10201	MQ CUSTOMER REFUND FOR DU
012041	02/28/11	\P035	PRATHER, KENNETH	33.03	.00	33.03	000B10201	MQ CUSTOMER REFUND FOR PR
012042	02/28/11	\S087	SCHLAFER, ANTONE&MELISSA	131.98	.00	131.98	000B10201	MQ CUSTOMER REFUND FOR SC
012043	02/28/11	\T016	TORRES, VIDAL	87.91	.00	87.91	000B10201	MQ CUSTOMER REFUND FOR TO
012044	02/28/11	CLA01	CLARKS DRUG STORE	6.14	.00	6.14	32420	VEH OP/MAINT-POLICE
012045	02/28/11	COM01	COMPUTER LOGISTICS, INC	25.00	.00	25.00	52210	COMMUNICATIONS-POLICE
				116.67	.00	116.67	52211	COMMUNICATIONS-POLICE
			Check Total.....:	141.67	.00	141.67		
012046	02/28/11	HIG00	HIGHT, MONTY W.	200.00	.00	200.00	10	OTS/DUI GRANT-PIO
012047	02/28/11	RYA04	RYAN APPRAISALS	2000.00	.00	2000.00	110207	APPRAISALS-PARKLAND DEV
012048	02/28/11	SCH02	SCHMIDT, RALPH	212.65	.00	212.65	110228	Traing/Educ. PoliceServic
			Cash Account Total.....:	27300.68	.00	27300.68		
			Total Disbursements.....:	27300.68	.00	27300.68		

Cash Account Total.....:	.00	.00	.00
--------------------------	-----	-----	-----

REPORT.: Feb 28 11 Monday
 RUN....: Feb 28 11 Time: 14:58
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 02-11 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
4896	02/23/11	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	B10222	POLICE OFFICER ASSOC
4897	02/23/11	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	B10222	WITHHOLDING ORDER
4898	02/23/11	EDD01	EMPLOYMENT DEVELOPMENT	4015.45	.00	4015.45	B10222	STATE INCOME TAX
				1232.71	.00	1232.71	1B10222	SDI
			Check Total.....:	5248.16	.00	5248.16		
4899	02/23/11	ICM01	ICMA RETIREMENT TRUST-457	200.00	.00	200.00	B10222	ICMA DEF. COMP
4900	02/23/11	OEU03	OPERATING ENGINEERS	550.00	.00	550.00	B10222	CREDIT UNION SAVINGS
4901	02/23/11	PERS1	PUBLIC EMPLOYEES RETIRE	28299.45	.00	28299.45	B10222	PERS PAYROLL REMITTANCE
4902	02/23/11	PERS4	Cal Pers 457 Def. Comp	25.00	.00	25.00	B10222	PERS DEF. COMP.
4903	02/23/11	PRE03	PREMIER WEST BANK	6917.77	.00	6917.77	B10222	HSA DEDUCTIBLE
4904	02/23/11	TEH15	TEHAMA CO SHERIFF'S DEPT	589.71	.00	589.71	B10222	WAGE ASSN # 43462
4905	02/23/11	VAL06	VALIC	1375.42	.00	1375.42	B10222	AIG VALIC P TAX
4906	02/28/11	AFL01	AMERICAN FAMILY LIFE	1550.90	.00	1550.90	B10228	AFLAC INS.PRE TAX
				81.06	.00	81.06	1B10228	AFLAC INS.AFTER TAX
			Check Total.....:	1631.96	.00	1631.96		
4907	02/28/11	BLU02	BLUE SHIELD OF CALIFORNIA	20413.00	.00	20413.00	B10228	MEDICAL INSURANCE
4908	02/28/11	CIT01	CITY OF CORNING	6.00	.00	6.00	B10228	CHGS FOR WAGE ATCHMT
4909	02/28/11	OEU01	OPERATING ENGINEERS #3	6043.00	.00	6043.00	B10228	MEDICAL INSURANCE
4910	02/28/11	OEU02	OPERATING ENG. (DUES)	343.00	.00	343.00	B10228	UNION DUES MGMNT
				611.00	.00	611.00	1B10228	UNION DUES POLICE
				252.00	.00	252.00	2B10228	UNION DUES DISPATCH
				440.00	.00	440.00	3B10228	UNION DUES-MISC
			Check Total.....:	1646.00	.00	1646.00		
4911	02/28/11	PRI04	PRINCIPAL	3208.86	.00	3208.86	B10228	DENTAL INSURANCE
				591.75	.00	591.75	1B10228	VISION INSURANCE
			Check Total.....:	3800.61	.00	3800.61		
4912	02/28/11	TRA03	TRANSAMERICA LIFE INS CO.	1078.00	.00	1078.00	B10228	LIFE INSURANCE
			Cash Account Total.....:	78312.54	.00	78312.54		
			Total Disbursements.....:	78312.54	.00	78312.54		

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REPORT.: Mar 02 11 Wednesday
 RUN...: Mar 02 11 Time: 15:48
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
012049	03/01/11	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000B103011	Finance Dept.
012050	03/01/11	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B103011	CngChamberComm. Economic
012051	03/01/11	FIT01	FITZPATRICK LAW OFFICES	910.00	.00	910.00	000B103011	Consulting Serv LegalServ
012052	03/01/11	HAL05	HALL, ROBERT	104.70	.00	104.70	000B103011	ProfServices FireDepartme
012053	03/01/11	KEN00	KEN VAUGHAN & SONS	950.00	.00	950.00	000B103011	LANDSCAPE MAINT-
012054	03/01/11	PIT01	PITNEY BOWES	192.92	.00	192.92	000B103011	Rents/Leases Finance Dept
012055	03/01/11	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000B103011	K-9 PROGRAM-POLICE
012056	03/01/11	TLD01	TEDC	208.33	.00	208.33	000B103011	Economic Development
012057	03/01/11	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B103011	PROF. SVCS-FIRE DEPT
012058	03/01/11	WHI05	WHITE GLOVE CLEANING SERV	2800.00	.00	2800.00	000B103011	JANITORIAL SVCS-
012059	03/02/11	AND01	ED ANDERSON	2966.92	.00	2966.92	11-0301	ProfServices-
012060	03/02/11	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1101861	ProfServices Water Dept
012061	03/02/11	BAT01	BATTERIES PLUS	96.91	.00	96.91	133692	SAFETY ITEMS-FIRE
012062	03/02/11	COM01	COMPUTER LOGISTICS, INC	20.00	.00	20.00	52209	Equip.Maint.-GEN CITY
012063	03/02/11	COR11	CORNING SAFE & LOCK	58.29	.00	58.29	3073	MAT & SUPPLIES-PARKS
012064	03/02/11	COR22	CORNING MEDICAL ASSOC	130.00	.00	130.00	110225	Emp Physicals-
012065	03/02/11	HOA03	HOAG, NICK	10.00	.00	10.00	110301	MAT & SUPPLIES-REC
012066	03/02/11	INT00	INTERSTATE BATTERY SYSTEM	201.23	.00	201.23	617776	VEH OP/MAINT-POLICE
012067	03/02/11	LNC01	LN CURTIS & SONS	91.07	.00	91.07	120634501	SAFETY ITEMS-FIRE
012068	03/02/11	MON07	MONROE, ANTHONY	120.00	.00	120.00	110301	MAT & SUPPLIES-REC
012069	03/02/11	NAP01	NAPA AUTO PARTS	71.66	.00	71.66	110223F	Veh Opr/Maint-FIRE
012070	03/02/11	OFF01	OFFICE DEPOT	138.81	.00	138.81	552767631	Office Supplies-POLICE
012071	03/02/11	PGE2B	PG&E	4854.55	.00	4854.55	110224	ELECT-WWTP
012072	03/02/11	QUI02	QUILL CORPORATION	401.63	.00	401.63	2338341	Office Supplies-
012073	03/02/11	ROD05	RODRIGUEZ, RAYMOND	130.00	.00	130.00	110301	MAT & SUPPLIES-REC

REPORT.: Mar 02 11 Wednesday
 RUN....: Mar 02 11 Time: 15:48
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-11 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
012074	03/02/11	SHO00	SHOEMAKER, MICHAEL	30.00	.00	30.00	110301	MAT & SUPPLIES-REC
012075	03/02/11	COR01	CORNING VETERINARY CLINIC	408.86	.00	408.86	29171	MAT & SUPPLIES-
012076	03/02/11	COR03	CORNING RENTALS	30.00	.00	30.00	33559	MAT & SUPPLIES-PARKS
				150.00	.00	150.00	33572	MAT & SUPPLIES-PARKS
			Check Total.....:	180.00	.00	180.00		
012077	03/02/11	COR12	CORNING FORD MERCURY, INC	139.09	.00	139.09	136816	Veh Opr/Maint-POLICE
012078	03/02/11	HAT10	HATFIELD'S	954.41	.00	954.41	110225	Mat/Supplies-
012079	03/02/11	INT01	INTERLAND BUSINESS SUPPLY	58.84	.00	58.84	110301	Office Supplies-
012080	03/02/11	LIN02	LINNETS TIRE SHOP	283.70	.00	283.70	52482	Veh Opr/Maint-
012081	03/02/11	LNC01	LN CURTIS & SONS	183.48	.00	183.48	120704100	SAFETY ITEMS-FIRE
				44.38	.00	44.38	120749701	SAFETY ITEMS-FIRE
			Check Total.....:	227.86	.00	227.86		
012082	03/02/11	MCC01	MCCOY'S HARDWARE & SUPPLY	333.81	.00	333.81	110225	MAT & SUPPLIES-
012083	03/02/11	NAP01	NAPA AUTO PARTS	526.44	.00	526.44	110223	Veh Opr/Maint-
012084	03/02/11	NEX01	NEXTEL COMMUNICATIONS	532.58	.00	532.58	110301	COMMUNICATIONS-
012085	03/02/11	NOR25	NORTHERN LIGHTS ENRGY, INC	2427.90	.00	2427.90	39135	VEH OP/MAINT-
				2663.50	.00	2663.50	39177	MAT & SUPPLIES-
				300.41	.00	300.41	39178	VEH OP/MAINT-FIRE
			Check Total.....:	5391.81	.00	5391.81		
012086	03/02/11	NOR31	NORM'S PRINTING	51.42	.00	51.42	009533	OFFICE SUPPLIES-
012087	03/02/11	NOR40	NORTHSTATE AGGREGATE, INC	157.50	.00	157.50	51377	MAT & SUPPLIES-
012088	03/02/11	ODC01	OVERHEAD DOOR COMPANY	190.00	.00	190.00	31526	BLD MAINT-FIRE
012089	03/02/11	PAC16	PACIFIC TELEMAGEMENT SE	38.00	.00	38.00	255792	COMMUNICATIONS-GEN CITY
012090	03/02/11	RON03	RON DUPRATT FORD	47.71	.00	47.71	667548	VEH OP/MAINT-POLICE
				45.38	.00	45.38	667549	VEH OP/MAINT-POLICE
				55.63	.00	55.63	668736	VEH OP/MAINT-POLICE
			Check Total.....:	148.72	.00	148.72		
012091	03/02/11	SEI01	SEILER, ROY R., CPA	1485.00	.00	1485.00	24136	ProfServices-Finance Dept

REPORT.: Mar 02 11 Wednesday
RUN....: Mar 02 11 Time: 15:48
Run By.: LORI

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 03-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
012091	03/02/11	SEI01	SEILER, ROY R., CPA	564.30	.00	564.30	24199	ProfServices-Finance Dept
Check Total.....:				2049.30	.00	2049.30		
012092	03/02/11	TH001	THOMES CREEK ROCK CO	138.94	.00	138.94	110301	Mat/Supplies-WTR
012093	03/02/11	VAL07	VALLEY VETERINARY CLINIC,	131.54	.00	131.54	72543	K-9 PROGRAM-POLICE
012094	03/02/11	XER00	XEROX CORPORATION	241.77	.00	241.77	053630610	EQUIP MAINT-POLICE
Cash Account Total.....:				28742.03	.00	28742.03		
Total Disbursements.....:				28742.03	.00	28742.03		
				=====	=====	=====		

Date.: Mar 2, 2011
Time.: 3:35 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
AZTECA TECH	1307 SOLANO ST	CORNING, CA 96021	BELTRAN	CECILIO COMPUTER REPAIR & TRAINING	02/18/11	(530)824-1444
JOHN BROWN HEATING	1024 REGENCY DR	CHICO, CA 95926	BROWN	JOHN	02/24/11	(530)529-9277
JVAN PHOTOGRAPHY	1120 SOLANO ST	CORNING, CA 96021	THUEMLER	JACQUIE PHOTOGRAPHY	03/02/11	(530)693-0677
LONNIE CARRUTH CONST	22604 RIO ALTO DR	COTTONWOOD, CA 96022	CARRUTH	LONNIE CONTRACTOR	02/18/11	(530)864-0370
LYTLE BOOKKEEPING &	585 MARGUERITE AVE	CORNING, CA 96021	LYTLE	CASSAND BOOKKEEPING & DOCUMENT PRODUCTION SRVCS	02/18/11	(530)405-7257
YOUR BUSINESS OFFICE	1120 SOLANO ST	CORNING, CA 96021	WEST	MELANIE ACCOUNTING & BOOKKEEPING SERVICES	02/24/11	(530)209-5448

PERMITS ISSUED (sort by Permit #)

Item No.: F-6

For the Period 2/1/2011 thru 2/28/2011

Owner and Address	Parcel Number	Issued On	Valuation
SAUNDRA ELDRIDGE 1190 FIG ST CORNING CA 96021 Permit Description: REPLACE 2 SIDED WALL FURNACE	7311410 Site Street Address: 1190 FIG ST	2/3/2011	1,431.42
PATRICK EARNSHAW 1614 MARIN ST CORNING CA 96021 Permit Description: ADD REAR PORCH	7112212 Site Street Address: 1614 MARIN ST	2/7/2011	1,000.00
FANNY MAE (ROBERT THAYER) 1805 Mc KINNLEY CORNING CA 96021 Permit Description: 2ND LAYER REROOF OVER EXISTING	7115404 Site Street Address: 1805 Mc KINNLEY	2/7/2011	2,500.00
LOGAN JENNINGS 311 SIXTH ST. CORNING CA 96021 Permit Description: ADD NEW FENCE	7105108 Site Street Address: 311 SIXTH ST.	2/8/2011	600.00
ROLLING HILLS CLINIC 740 SOLANO ST. CORNING CA 96021 Permit Description: INSTALL MONUMENT & CABINET SIGNS	7301056 Site Street Address: 740 SOLANO ST.	2/10/2011	9,000.00
TIM FRANER 523 WALNUT ST CORNING CA 96021 Permit Description: ADD DIRECT VENT FURNACE	7311201 Site Street Address: 523 WALNUT ST	2/9/2011	2,600.00
CORNING APTS 674 TOOMES AVE #668 CORNING CA 96021 Permit Description: REPLACE WALL FURNACE	7108004 Site Street Address: 674 TOOMES AVE #668	2/10/2011	1,272.86

PERMITS ISSUED (sort by Permit #)

For the Period 2/1/2011 thru 2/28/2011

Owner and Address	Parcel Number	Issued On	Valuation
ADAM HATFIELD 689 EL PASO AVE CORNING CA 96021 Permit Description: REPLACE 2 SIDED WALL FURNACE	7322034 Site Street Address: 689 EL PASO AVE	2/17/2011	3,500.00
MARY ALICE GEORGE 1428 BUTTE ST CORNING CA 96021 Permit Description: REMODEL BATH, ADD HVAC, CHANGE ELECT	7110514 Site Street Address: 1428 BUTTE ST	2/17/2011	17,000.00
MARGUERITA PAREZ 1165 PEAR ST CORNING CA 96021 Permit Description: REPLACE 100 AMP ELECT SERVICE	7311207 Site Street Address: 1165 PEAR ST	2/18/2011	500.00
EPIFANIO GRACIANO 284 E SOLANO ST CORNING CA 96021 Permit Description: REPLACE WOOD STEPS & LANDING WITH CON	7302045 Site Street Address: 284 E SOLANO ST	2/18/2011	400.00
RICK JONES 1212 FOURTH AVE CORNING CA 96021 Permit Description: REPLACE HVAC	7124304 Site Street Address: 1212 FOURTH AVE	2/22/2011	2,850.00
MARIA SANTIAGO 1511 FIG LN CORNING CA 96021 Permit Description: REPLACE FREE STANDING GAS HEATER	7128002 Site Street Address: 1511 FIG LN	2/23/2011	1,499.00
13 Permits Issued from 2/1/2011 Thru 2/28/2011			FOR A TOTAL VALUATION OF \$ 44,153.28

*** END OF REPORT ***

CITY OF CORNING**FEBRUARY 2011****TREASURERS REPORT**

AGENCY	BALANCE	RATE	MATURES ON
LOCAL AGENCY INVESTMENT FUND	1,261,057.41	.46	
PREMIER WEST BANK	198,805.79	.85	03/28/11
PREMIER WEST BANK	178,338.91	.85	04/20/11
TRUST ACCOUNTS			
PREMIER WEST BANK RIDELL TRUST	211,237.57	.90	12/13/11

Respectfully Submitted

Pala Cantrell
City Treasurer

RECEIVED
MAR 03 2011
CITY OF CORNING



Item No.: F-9
**SouthWest
Water Company®**

SWWC Services, Inc.
P.O Box 230
25010 Gardiner Ferry Rd
Corning, CA 96021
Phone 530.824.5863
Fax 530.824.5769
www.swwc.com

**CITY OF CORNING
WASTEWATER OPERATION SUMMARY REPORT
FEBRUARY 2011**

Below is a summary of the Monthly Operations Report that will be available for City review on MARCH 2011

- 1) Filled out monthly reports.
- 2) Performed weekly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Sent vehicle report to Texas.
- 5) Wasted to EQ basin
- 6) Staff meeting on plant operations and issues.
- 7) Changed chart on So3 analyzer.
- 8) Safety meeting.
- 9) Winn Benbow worked on lift station communications
- 10) Inspected eyewash and emergency showers.
- 11) Unloaded chlorine truck.
- 12) Cleaned So2 pump.
- 13) Checked storm water discharge sites at WWTP and airport.
- 14) Cleaned distiller.
- 15) Tested all chlorine and So2 sensors.
- 16) River samples.

- 17) Completed SSO report
- 18) Cleaned probe at lift station.
- 19) Tested alarms with Fire Dept.
- 20) Inspected Corning Olive Oil
- 21) Pretreatment inspections
- 22) Drained and flushed drinking water pneumatic tank
- 23) Exercised emergency generator.
- 24) Held employee training.
- 25) IIPP plant inspection.
- 26) Collected storm water samples
- 27) Exercised floating aerator.
- 28) Checked all fire extinguishers.
- 29) Tested high level alarm at lift station
- 30) Sprayed weeds
- 31) Mowed lawns
- 32) Downloaded data logger from effluent chart record
- 33) Changed code on front gate
- 34) Ordered new first aid cabinet for office

January 2011

Domestic Flow = 685,387 GPD

February 2011

Domestic Flow = 678,892 GPD

ITEM NO: F-10
APPROVE CONTRACT CHANGE ORDER
NO. 3 AND PROGRESS PAY ESTIMATE
NO. 3 IN THE AMOUNT OF \$6,150 TO
FRANKLIN CONSTRUCTION FOR THE
2010 TRAFFIC SIGNAL INSTALLATION
PROJECT

MARCH 8, 2011

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

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



SUMMARY:

Attached for City Council review is a copy of Contract Change Order No. 3 requesting a time extension to the Traffic Signal Installation contract. The initial project completion date is March 31, 2011. The saturated soil and recent cold temperatures have prevented the Contractor from completing the street work and retaining wall improvements of this project. Project Engineer Ed Anderson recommends the 90-day extension in order to allow time for the ground to dry. Contract Change Order No. 3 will not have any monetary affect on the cost of this project.

Also attached for City Council review is a copy of Partial Pay Estimate No. 3 requesting payment of \$6,150 for the 2010 Traffic Signal Installation Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to Franklin Construction.

FINANCIAL:

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

Original Construction Contract	\$ 252,242.00
Contract Change Order No. 1	\$ 28,225.37
Contract Change Order No. 2	\$ 4,372.20
Contract Change Order No. 3	\$ 0.00
Total Adjusted Contract Amount	\$ 284,839.57
Proposed PPE No. 1	\$ 53,510.00
Retention to be held (10%)	\$ (5,351.00)
Amount due to Contractor	\$ 48,159.00
Proposed PPE No. 2	\$ 59,722.20
Retention to be held (10%)	\$ (5,972.22)
Amount paid to Contractor	\$ 53,749.98
Proposed PPE No. 3	\$ 6,150.00
Retention to be held (10%)	\$ (615.00)
Amount due to Contractor	\$ 5,535.00

The table below lists each funding source for this project:

Account No	Title	Funds Allocated for Project
116-9254-3001	Signal Improvement/Street Projects	\$230,000.00
	Council Approved Appropriation at August 24, 2010 Council Meeting	\$22,242.00
CCO #1 (1/11/11)	Council Appropriation from Fund 116	\$28,225.37
CCO #2 (1/25/11)	Council Appropriation from Fund 116	\$4,372.20
Total		\$284,839.57

BACKGROUND:

The contract for the 2010 Traffic Signal Installation Project was awarded to Franklin Construction of Chico, CA at the August 24, 2010 Regular City Council Meeting. The new traffic signal is currently under construction and located at the Marguerite Avenue and Solano Street Intersection.

RECOMMENDATION:

That the Mayor and Council:

- 1. Approve Contract Change Order No. 3, thereby extending the term of the construction contract to June 30, 2011, and,**
- 2. Approve Progress Pay Estimate No. 3 in the amount of \$6,150 to Franklin Construction for the 2010 Traffic Signal Installation Project.**

CONTRACT CHANGE ORDER

Order No. 3

Date: February 25, 2011

Contract for: Traffic Signal Installation and Related Work at Marguerite and Solano St.

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

To: Franklin Construction, Inc. 217 Flume St., Suite 200, Chico, CA 95928

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

Description of Changes	DECREASE In Contract Price	INCREASE In Contract Price
------------------------	-------------------------------	-------------------------------

1. Extend contract completion date to 06/20/11

Net Change in Contract Price:	0	0
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JUSTIFICATIONS:

1. Inclement weather has delayed completion of various aspects of the project including, street excavation and paving, curb and gutter work, and installation of the modular block retaining wall. The existing saturated conditions of the ground will inhibit obtaining satisfactory compaction of the sub-grade prior to installing aggregate base rock, concrete and the retaining wall. Additionally, the cold weather will prevent obtaining a satisfactory paving surface. The specifications require the ambient temperature to be at or above 50-degrees F., and the surface to be dry before placing asphalt concrete paving.

The contract total including this and previous change orders will remain at: \$ 284,839.57

The contract completion date will be extended to: June 30, 2011

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

Requested: _____
Franklin Construction, Inc.

Date: _____

Recommended: _____
J.E. (Ed) Anderson, City Engr.

Date: _____

Accepted: _____
City of Corning

Date: _____

PARTIAL PAYMENT ESTIMATE

Corning: Solano/Marguerite Traffic Signal Project

Progress Payment Estimate No. 3

OWNER:

City of Corning

CONTRACTOR:

Franklin Construction of Chico, CA

PERIOD OF ESTIMATE:

FROM: 02/01/11 to 01/25/2011

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Approval Date	Amount		
		Additions	Deductions	
1	01/11/11	\$28,225.37		1. Original Contract..... <u>\$252,242.00</u>
2	01/25/11	\$ 4,372.20		2. Change Orders..... <u>\$ 32,597.57</u>
				3. Revised Contract (1+2)..... <u>\$284,839.57</u>
				4. Work Completed (40%)..... <u>\$119,382.20</u>
				5. Stored Materials <u>0</u>
				6. Subtotal (4+5)..... <u>\$ 119,382.20</u>
				7. Retainage10%..... <u>\$ (11,938.22)</u>
				8. Previous Payments..... <u>\$ 101,908.98</u>
				9. Amount Due (6-7-8)..... <u>\$ 5,535.00</u>
NET CHANGE		\$32,597.57		

CONTRACT TIME

Original (days) 120
 Revised 210
 Remaining 120

On Schedule Yes
 No

Starting Date: 12/01/10
 Projected Completion: 06/30/11

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor Franklin Construction, Inc.

By _____

Date _____

APPROVED BY OWNER:

Owner City of Corning

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer Ed Anderson, City Engineer

By _____

Date: February 25, 2011

**City of Corning
Engineering Division
Partial Payment Request**

Contractor: Franklin Construction, Inc.				Date: 2/23/11		Purchase Order No.:			
Address: 217 Flume Street, Suite 200, Chico, CA 95928				Project No.: 21038		Application No.: 3			
Project: Traffic Signal Installation and Related Work at Marguerite and Solano St.				From: 2/1/11		To: 2/25/11			
Item No.	Description	Estimated Contract Quantity	Previous Quantity To Date	Quantity To Date	Unit	Unit Cost	Total To Date	% Complete	Remarks
BASE BID									
1	Demolition	1	0.10	0.10	LS	\$ 29,100.00	\$ 2,910.00	10%	
2	Traffic Signal - Complete	1	0.85	0.90	LS	\$ 123,000.00	\$ 110,700.00	90%	
3	Concrete Valley Gutter	385	0.00	0.00	SF	\$ 2,752.75	\$ -	0%	
4	Vertical Curb & Gutter	295	0.00	0.00	LF	\$ 6,785.00	\$ -	0%	
5	Concrete Flatwork	1475	0.00	0.00	SF	\$ 8,112.50	\$ -	0%	
6	Concrete Handicap Curbs	115	0.00	0.00	LF	\$ 1,523.75	\$ -	0%	
7	Truncated Domes	3	0.00	0.00	EA	\$ 1,020.00	\$ -	0%	
8	Install 6" Concrete Driveway	216	0.00	0.00	SF	\$ 1,188.00	\$ -	0%	
9	Aggregate Baserock	2650	0.00	0.00	SF	\$ 12,985.00	\$ -	0%	
10	Install 2" Type C Asphalt Concrete	2650	0.00	0.00	SF	\$ 13,250.00	\$ -	0%	
11	Thermoplastic Striping	1	0.00	0.00	LS	\$ 9,815.00	\$ -	0%	
12	Install Modular Block Wall	525	0.00	0.00	LF	\$ 31,500.00	\$ -	0%	
13	Traffic Control	1	0.00	0.00	LS	\$ 9,810.00	\$ -	0%	
14	SWPPP	1	1.00	1.00	LS	\$ 1,400.00	\$ 1,400.00	100%	
CCO#1 Contract Change Order #1									
1	Reduce Curb Return Radius From 30-feet to 20-feet	1	1.00	1.00	LS	\$ -	\$ -	100%	
2	Replace Iteris VIVDS with Trafficon Brand	1	0.00	0.00	LS	\$ 8,771.89	\$ -	0%	
3	Install (2) Pedestrian Push Buttons	1	0.00	0.00	LS	\$ 1,433.48	\$ -	0%	
4	Install 0.10-foot Asphalt Concrete Overlay on Solano St.	1	0.00	0.00	LS	\$ 18,020.00	\$ -	0%	
CCO#2 Contract Change Order #2									
1	Connt 2nd Line in Solano St., Replace CG&SW	1	1.00	1.00	LS	\$ 4,372.20	\$ 4,372.20	100%	

Distribution: Finance
Contractor
Engineering
P.O. Binder

Total Amount Earned to Date: \$119,382.20
10% Retention: \$11,938.22
Retention Released: \$0.00
Net Amount Retained: \$11,938.22
Total Less Net Retention: \$107,443.98
Amount Previously Paid: \$101,908.98
Total Amount Payable: \$5,535.00

Reviewed and Approved: _____
Construction Engineer

ITEM NO.: F-11
ADOPT ORDINANCE NO. 644; AMENDING
CHAPTER 13 OF THE MUNICIPAL CODE
REGARDING MAINTENANCE OF BACKFLOW
PREVENTION DEVICES (Second Reading).

March 8, 2011

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

Steve
JLB

SUMMARY:

The City Council introduced and conducted the first reading of Ordinance No. 644 at its meeting on February 22, 2011. The ordinance will authorize the City to complete maintenance of backflow prevention devices and then attach and collect the costs through the regular water bill process.

BACKGROUND:

The City of Corning requires the installation of backflow prevention devices in commercial, industrial and multi-family residential projects. The purpose is to ensure that "backflow:" contamination from irrigation or other waste lines doesn't affect our water distribution system. We currently have about 60 of the devices in town. We notify the property owners of the need to inspect and maintain the backflow devices annually.

We occasionally encounter customers that either ignore our annual reminders or postpone backflow device inspection/ maintenance. These situations cause us to write and rewrite requests, oftentimes without success. Currently our sole remedy is to shut off the water to the address. Shutting off water service interrupts business activities and can damage the relationship between the City and the business owner.

Staff proposes to amend the City Code to allow the City to initiate the inspection and any repair work, and then to attach the associated costs to the business's water utility bill. Attached Ordinance 644 would add section 13.08.170.D. 3 for that purpose.

Additionally, the ordinance will fix a typo where Section 13.08.170 has two subsections labeled "B". The second one should be "D", and will be upon adoption of Ordinance 644.

RECOMMENDATION:

That the City Council;

- **Adopt Ordinance No. 644, the ordinance to authorize the City to inspect and repair backflow prevention devices and to collect the associated costs through the regular water billings.**

ORDINANCE NO. 644

AN ORDINANCE OF THE CITY OF CORNING REGARDING CITY INITIATION OF BACKFLOW PREVENTION DEVICE INSPECTIONS AND REPAIRS THERETO AND RECOVERING COSTS THOUGH THE WATER UTILITY BILLINGS.

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

Section 1. Sections 13.08.170.B. titled "Annual Inspection of Cross-connection Devices Required" is hereby recodified as Section 13.08.170.D to correct the current duplication.

Section 2. Section 13.08.170.D.3 is hereby added to read as follows:

When a customer-user fails to complete the annual testing and/or repairs in a timely manner, the Director of Public Works is hereby authorized to order said testing and repairs be completed by a certified tester and/or appropriately qualified repair firm. The costs incurred for the testing and /or repairs of the backflow prevention device(s) shall be the responsibility of the customer user, and may be assigned and collected as part of the water service billing.

Section 3. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. It or a summary of it, shall be published once before the expiration of fifteen (15) days after its passage as provided in Section 36933 of the Government Code of California, with the names of the Council persons voting for and against the same, in a newspaper of general circulation in the County of Tehama.



The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on **February 22, 2011** and adopted at a regular meeting of the City Council of the City of Corning held on **March 8, 2011** by the following vote:

Ayes:

Noes:

Absent or Not Voting:

(Ordinance 644-continued)

GARY STRACK,
MAYOR

ATTEST:

LISA M. LINNET,
CITY CLERK

EXISTING MUNICIPAL CODE:

Section 13.08.170 Cross-connections.

A. Cross-connection Control Required. It shall be the responsibility of the public works department of the city of Corning to protect the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection. If, in the judgment of the director of public works or a designated agent, an approved backflow-prevention device is required at the city's water service connection to any customer's premises, for the safety of the city water system, the director or designated agent shall give notice in writing to said customer to install such an approved device at each service connection to their premises. The customer shall immediately install such device, at their expense. Failure, refusal or inability on the part of the customer to install such device shall constitute grounds for discontinuing water service to the premises until such device has been properly installed.

B. Approved Standards for Cross-connection Control Devices and Systems.

1. Any backflow-prevention device required by this code shall be a model and size approved by the public works director. The term "approved backflow-prevention device" means a device that has been manufactured in full conformance with the standards established by the American Water Works Association (A.W.W.A.), entitled "A.W.W.A. C 506-78 Standards for Reduced Pressure and Double Check Valve Backflow Prevention Devices"; and which has met completely the laboratory and field performance specifications of the Foundation for Cross-Connection and Hydraulic Research of the University of Southern California, and Specifications of Backflow Prevention Devices (#69-2) or the most current issue. 2. Said A.W.W.A. and F.C.C.C. and H.R. standards and specifications have been adopted by the city of Corning by resolution. The public works department shall maintain a current list of approved devices.

3. As a protection to the customer's plumbing system, a suitable pressure-relief valve shall be installed and maintained at the customer's expense. The relief valve shall be installed between the backflow-prevention device and the customer's water heater.

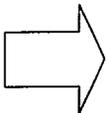
4. In special cases, the city may require the customer to eliminate certain plumbing or piping connections as an additional precaution to prevent backflow.

C. Approval of Public Works Director Required. Prior to the installation of any such devices, the customer shall submit to the public works director a statement containing the make and model of the device, and location and method of installation of such device for approval. Failure to do so could result in the installation of a nonapproved device.

B. Annual Inspection of Cross-connection Control Devices Required.

1. It shall be the duty of the customer-user at any premises where said devices have been installed to have certified inspections and operational tests made at least once a year. If in the opinion of the director or his designated agent a hazard is great enough, he may require a certified inspection at more frequent intervals. These inspections and tests shall be done at the customer's expense and shall be performed by the device manufacturer's representative, by the city's utility personnel, or a certified tester approved by the city.

2. It shall be the duty of the public works department to insure that these timely tests are made. The customer shall notify the city in advance of these tests so that a representative may witness the tests if so desired. These devices shall be repaired, overhauled or replaced whenever said devices are found to be defective at the customer's expense. Records of such tests, repairs or replacement shall be kept and made available to the city. (Ord. 443 §2, 1986).



ITEM NO. : F-12
APPROVE A NEW 5-YEAR
AGREEMENT WITH CORNING
JUNIOR RODEO ASSOCIATION
MARCH 8, 2011

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



SUMMARY:

The Corning Junior Rodeo Association leases the Rodeo grounds located at Clark Park. They have constructed and continue to maintain the Rodeo Grounds facilities. Their current agreement ended December 31, 2010, and is proposed to be extended for another five (5) years, through March 31, 2016.

BACKGROUND:

At the time of the last extension of the Lease by the City, the Association explained that it had difficulty in obtaining full-year Liability Insurance coverage, though they explained it was quite simple to buy the insurance coverage for the once a year 3-day event. The City Council agreed that there is no reason to require the annual insurance any longer, as long as Rodeo Events in the facilities are insured. The Rodeo Association has provided the City with Comprehensive Liability Coverage for the once a year Junior Rodeo event in the amount of one (1) million dollars, naming the City of Corning as an additional insured.

All of Clark Park, including the Rodeo facilities is already insured through the City's membership in the Northern California Cities Self Insurance Fund, to the amount of \$10 million per occurrence. All City facilities are regularly inspected by City Staff, and periodically, by the Insurance Authority Safety Engineering Staff in order to insure that the facilities are maintained hazard-free.

The last agreement with the Rodeo Association was approved April 13, 2004 for a term of six (6) years, extending the agreement to December 31, 2010.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE A NEW LEASE AGREEMENT BETWEEN THE CITY OF CORNING AND THE CORNING JUNIOR RODEO ASSOCIATION RESTATING ALL THE EXISTING TERMS AND CONDITIONS.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on March 9, 2011, between the CITY OF CORNING, the Lessor, herein called "City", and the CORNING JUNIOR RODEO ASSOCIATION, herein called "Lessee", on the following terms and conditions:

WHEREAS, City is the owner of real property in the southeast part of the City of Corning which property is generally referred to as the Estil C. Clark Park;

WHEREAS, on such property there is located a baseball field, open space, a horse arena, and other facilities;

WHEREAS, Lessee has used the horse arena, and improved the horse arena facilities, thus making substantial capital improvements thereon;

WHEREAS, City, recognizing that Lessee is involved in an educational and recreational program which includes citizens of the City of Corning;

IT IS THEREFORE AGREED that, City shall hereby continue to lease to Lessee the above described horse arena on the following terms and conditions:

1. The term of the lease shall be for a period of five years commencing March 9, 2011, and terminating on March 31, 2016.
2. At the end of the term of this lease, Lessee shall have an opportunity to renew this lease. Any renewal of this lease shall be negotiated with City, in writing.
3. City is leasing to Lessee, and Lessee is leasing from City the above described horse arena, hereinafter referred to as the "leased premises". In addition, Lessee may use the unsurfaced area for parking of vehicles or for warm-up of horses, and may use the adjacent surfaced area for vehicle parking, but shall not permit horses on the surfaced area or in the baseball field area. Furthermore, Lessee may build, construct or remodel the facilities of the horse arena, but prior to any such building, construction, or remodeling, Lessee shall first present to the Recreation Commission for review and recommendation to the City Council of the City of Corning written plans and proposals for such building, construction or remodeling, and must obtain the approval of the City of Corning for each such plan before beginning any building, construction and remodeling.
4. The horse arena is leased to Lessee in consideration of the benefit to the public and citizens of the City of Corning, and in consideration of the recreational and educational benefits to the public and citizens of the City of Corning, and in consideration of Lessee maintaining the corrals and other improvements at the leased premises and construction of further capital improvements.
5. The horse arena is leased to Lessee for the purpose of horse shows, rodeo, and other normal activities of Lessee.
6. Any improvements built, constructed or remodeled by Lessee on the arena, or affixed or fastened to the ground on the leased premises shall become the property of City as soon as placed on the premises and shall remain on the property at the expiration of this lease or any extension and shall not be removed by Lessee or any assignee of Lessee.

7. Lessee shall not use the premises for any unlawful purpose, taking into consideration laws, ordinances, and rules of federal, state, county and city entities.
8. City shall not be responsible for furnishing any utilities or other facilities. However, at such points in the area where water is available, Lessee may use the same without fee.
9. Lessee shall not encumber the leased premises, in any manner, for any purpose.
10. This Agreement creates an exclusive right in the Lessee to use and control the use of the premises throughout the entire term of the lease subject only to the Lessee's obligation to make the premises available for City use upon reasonable advance notice.
11. Lessee shall protect, defend and indemnify City and hold City free and harmless from any and all liability, claims, injuries, losses, damages, or expenses resulting from Lessee's occupation and use of said leased premises, specifically including, without limitation, any liability, claim, loss, injury, damage, or expense arising by reason of the death or injury of any person or persons, or any damage to any property, whether the property belongs to City or some other person or entity.
12. Lessee shall, for each activity or event conducted by it or authorized by it to be conducted on the premises, at Lessee's own cost and expense, secure and maintain a broad form comprehensive coverage of public liability insurance issued by an insurance company acceptable to City and authorized to issue liability insurance in California insuring Lessee and protecting City as described in paragraph 11 above and insuring City against loss or liability caused by or connected with the occupation and use of the leased premises and any activity conducted thereon in a combined coverage amount of at least one million dollars to cover death or injury to a person or persons and property damage. City shall be named as an additional insured on the policy and lessee shall provide City with a certificate of insurance verifying the required coverage within one week prior to any such scheduled activity or event. During the intervals between insured activities or events conducted on or authorized to be conducted on the premises by the Lessee, the City shall provide liability coverage for injuries or damage which may occur on the premises through its Northern California Self Insurance Fund.
13. At all times during the term of this lease, or any extensions, Lessee shall maintain the leased premises and adjoining areas in a clean and sanitary condition. At the expiration of this lease or any extension thereof, Lessee shall vacate the leased premises and adjoining areas, and leave them in a clean and sanitary condition and in as good a condition as when this lease begins, reasonable wear and tear excluded.
14. It is specifically agreed and understood that City is not obligated to furnish a horse arena for the use of its citizens, and that it is doing so only as part of a recreational program. It is further understood and agreed that City is not obligating itself to expend nor budget any funds to maintain or operate the horse arena.
15. Lessee shall not assign nor sublease its right or interest in this lease or the leased premises, or adjoining areas, without the prior written consent of City. Under no circumstance is City obligated to consent to any proposed assignment or sublease.

16. If the Lessee shall breach or commit a default under the terms and conditions of this lease concerning any term or condition of this lease, City shall have the right to terminate the lease on 30 days written notice to the Lessee. Waiver of any breach or default by City shall not constitute a waiver of any future breach or default.

17. In the event of any legal action taken by a party to this lease, the prevailing party in any such action shall be entitled to an award of reasonable attorney fees and costs from the other party.

IN WITNESS WHEREOF, this Agreement is executed at Corning, California on the date first above written.

CORNING JUNIOR RODEO ASSOCIATION,
LESSEE

CITY OF CORNING,
LESSOR

BY: _____

BY: _____
GARY R. STRACK, MAYOR

Dated: _____

Dated: _____

**ITEM NO: F-13
INVOCATIONS**

March 8, 2011

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

FROM: MIKE FITZPATRICK, CITY ATTORNEY *mcf*

BACKGROUND:

The City Council at its last meeting reviewed policies for invocations adopted by other cities and directed the City Attorney to draft a proposed policy for the City of Corning to consider adopting.

DISCUSSION:

The two cases discussed at the last meeting were:

1. *Marsh v. Chambers* (1983) 463 U.S. 782, the Supreme Court case which upheld the legality of invocations given in the Nebraska Legislature by the chaplain at the opening of each session. The Court in that case said that “the opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country.” The Court did not concern itself with the content of the prayers given because it was obvious that the event was not “exploited to proselytize or advance any one, or to disparage any other, faith or belief.” The Court did not say that the person praying was prohibited from naming the power or entity to which the prayer was being directed.

2. *Rubin v. Burbank* (2002) 101 C.A. 4th 1194, the Court of Appeals case which held that an invocation which invoked the name of Jesus Christ violated the principle set forth in the *Marsh* case. This court held that, even though persons of many faiths were allowed to provide invocations at Burbank City Council meetings, the problem still existed when any one of those offering the prayer did so in the name of their deity...making it a “secular” prayer.

The *Rubin* decision has not been overruled so the Council, if it allows invocations in Council meetings, should inform the person coming to pray what the current law is (by providing him or her a copy of its adopted “policy”) but should not ask the person for a copy of his or her invocation ahead of time nor otherwise specify the content of the offered prayer.

MOTION RECOMMENDED:

MOVE TO ADOPT THE ATTACHED POLICY CONCERNING INVOCATIONS.

CITY OF CORNING INVOCATION POLICY

WHEREAS, the City Council of the City of Corning is a legislative and deliberative body serving the citizens of the City of Corning; and

WHEREAS, legislative bodies at all levels of government in the United States have for many years maintained traditions allowing prayer as an important component of public meetings where those making decisions need great wisdom in governing their communities; and

WHEREAS, the City of Corning has for many years agendized invocations as a part of its City Council meetings and has been open to having members of the clergy offer prayers at the beginning of its regular meetings; and

WHEREAS, the offering of prayers before deliberative public bodies has been upheld as constitutional by American courts including the United States Supreme Court; and

WHEREAS, in *Marsh v. Chambers*, 463 U.S. 783 (1983), the United States Supreme Court rejected a challenge to the Nebraska Legislature's practice of opening each day of its sessions with a prayer by a chaplain paid with taxpayer dollars, and specifically concluded, "The opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom; and

WHEREAS, in this same decision our Supreme Court determined that "The content of [such] prayer is not of concern to judges where...there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief;" and

WHEREAS, in a case entitled *Rubin v. Burbank* (2002) 101 Cal.App.4th 1194, a California Court of Appeal held that an invocation which invoked the name of Jesus Christ violated the principles set forth in the *Marsh* case even though persons of different religious persuasions participated in offering invocations at different Burbank City Council meetings;

NOW, THEREFORE, THE CORNING CITY COUNCIL ADOPTS THE FOLLOWING POLICIES WITH REGARD TO INVOCATIONS AT ITS CITY COUNCIL MEETINGS:

1. An opportunity will be provided at the beginning of each City Council meeting, in a manner consistent with then current law, for a brief invocation to be given by a member of the public or City Council or Staff;
2. The City will neither dictate nor review ahead of time the content of any such invocation nor will the Mayor or Council interfere with its presentation unless it becomes abusive of others in some manner, disparages any other faith or belief or clearly becomes an effort to proselytize or advance one particular faith over another; and
3. Persons of all religious persuasions will be allowed to participate in offering invocations; and
4. It will be stated on the printed agenda that persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

**ITEM NO: I-14
CONSIDER SUPPORTING A WAIVER
TO THE MINIMUM OCCUPANCY
STANDARDS FOR TWO AND THREE
BEDROOM APARTMENTS AT
SALADO ORCHARD APARTMENTS.**

MARCH 8, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JOHN STOUFER, PLANNING DIRECTOR

DISCUSSION:

Cambridge Real Estate Services, current managers of Salado Orchards Apartments, has requested support in their effort to obtain approval from the Department of Housing & Community Development (H&CD) for a Resident Selection Policy that would allow the City to approve an exception to the current minimum occupancy standards imposed by H&CD.

Current minimum occupancy standards restrict the number of occupants required for a two bedroom apartment to two (2) or more; and for three bedroom apartments to four (4) or more. Pursuant to information submitted to the Planning Department by Cambridge, (Exhibit "A") there are currently no two bedroom apartments vacant and nine (9) households on the waiting list for occupancy of a two bedroom apartment.

Additionally, the information indicates there are eight (8) available three bedroom apartments and currently seven (7) are vacant. Cambridge is currently processing four (4) rental applications for possible occupancy of the three bedroom apartments. Cambridge has managed the apartments since April 2010 and has constantly had vacancies in the three bedroom apartments.

The Resident Selection Policy (Exhibit "B") that will be submitted to H&CD for consideration states on page 10 that *"The request for an occupancy standard waiver is made on a case-by-case basis and is individual to the household. Cambridge will request the waiver from the jurisdiction – in this case the City of Corning; the request will include the name, unit number, the listed number of the waiver, (waiver form attached as Exhibit "C") and supporting documentation to the City of Corning no less than fifteen working days prior to occupancy date by the tenant household. The City of Corning will review the request and respond within seven to ten working days upon the receipt of the request."*

On the waiver form there are seven types of waivers for minimum occupancy standards that can be considered. These are the only type of waivers that can be granted any other type of waiver application presented to the City must be denied.

Salado Orchards Apartments consists of 48 apartments that were constructed using federal and state grant funds for low to moderate income households. For this reason the modifications to the Resident Selection Policy allowing waivers on a case-by case basis to the minimum occupancy standards must be approved by H&CD before it can be implemented. The Council has three options regarding Resident Selection Policy that will be submitted to H&CD, they can either support the changes to the policy, oppose the changes to the policy, or remain neutral on the changes to the policy.

Staff offers the Council the following three actions for consideration:

ACTION:

- 1) Move to support the Resident Selection Policy allowing the City of Corning to consider a waiver to the minimum occupancy standards on a case-by-case basis.**

- 2) Move to oppose the Resident Selection Policy allowing the City of Corning to consider a waiver to the minimum occupancy standards on a case-by-case basis.**

- 3) Move to remain neutral on the Resident Selection Policy allowing the City of Corning to consider a waiver to the minimum occupancy standards on a case-by-case basis.**

ATTACHMENTS:

- Exhibit "A" Support letter from Cambridge**

- Exhibit "B" Resident Selection Policy**

- Exhibit "C" Waiver Form**

- Exhibit "D" Craigslist Ad**

Exhibit "A"

CAMBRIDGE
real estate services

February 17, 2011

VIA ELECTRONIC MAIL

John Stouffer
City of Corning

RE: Salado Orchards

Dear Mr. Stouffer:

The purpose of this letter is to request approval for the attached Exception to Minimum Occupancy Standard Waiver for the above-named property.

Salado Orchards consists of two and three bedroom apartments. Current minimum occupancy standards restrict the number of occupants required for a two-bedroom apartment to two (2) or more; and for three bedroom apartments to four (4) or more. These occupancy standards have proved to be a deterrent in leasing available apartments, specifically three bedrooms. Due to this ongoing challenge, we are requesting the attached waiver be implemented at the property, due to the following:

Two Bedrooms

There are currently no two bedrooms vacant or on notice at Salado Orchards. There are nine (9) households on the waiting list for two bedrooms, which were added as far back as September 21, 2010. In the past 60 days, there have been no two bedrooms that have come available for rent. We have identified four (4) households currently on the two-bedroom waiting list that appear to meet one or more of the exceptions outlined on the attached waiver.

Three Bedrooms

There are eight (8) available three bedrooms, seven (7) of which are vacant. There is currently no waiting list for three bedrooms. We are processing four (4) rental applications on these apartments, for a net available of four (4) three bedrooms. Additionally, there have been at least this many three bedrooms available for rent each and every month since Cambridge assumed management in April 2010.

1107 nw 14th avenue
portland, oregon 97209
p.o. box 2968
portland, oregon 97208

telephone 503.450.0230
facsimile 503.450.0240
e-mail info@cambridgeres.com

Marketing

Marketing efforts to fill available units include:

- Weekly advertisements for three-bedrooms on Craigslist.com (sample attached).
- Marketing flyers distributed and ads placed in Corning Observer in accordance with the current AFHMP.
- Property advertisement placed on local pharmacy bags beginning in May 2010 (1000 bags total).
- Resident referral flyers distributed monthly since April 2010.
- Marketing flyers distributed frequently to local stores such as Safeway, Coin-Up Laundry, Burger King, Taco Bell, Jack in the Box, Country market, Arby's, Iron Skillet, Corning Post Office, Dollar Tree and the local barber shop.

Applications

Our extensive marketing efforts have resulted in the screening of 111 applications since assuming management on April 1, 2010.

Of the 111 applications screened, 15 were denied due to not meeting our published criteria for residency. The remaining 96 applications resulted in 18 move-ins since April 1, 2010; 13 of which moved into two bedrooms.

Since April 1, 2010, the property has averaged 10 vacancies, the majority of which have been three bedrooms. At current the property is performing at its best, where there are still four (4) available apartments -- all of which are three bedrooms. This is unfortunate as there are eight (8) households waiting for affordable housing, all of which qualify for two-bedrooms and will likely meet one of the exceptions on the attached minimum occupancy standard waiver that we are requesting to be approved.

To clarify the procedure for waivers to be granted:

- When an application is received and a household is identified as not meeting minimum occupancy standards, the site manager interviews the household to determine if one or more of the exceptions are applicable.
- If an exception does not apply, the household is notified and given the option to be placed on a waiting list for a smaller unit size.
- If one or more exception(s) apply, the attached Exception to Minimum Occupancy Waiver form is completed; supporting documentation is attached and forwarded to the approving authority. Once the waiver is approved, the household is granted to move into the property, as long as the household meets all other criteria for residency.

You will note the attached waiver has been approved and is currently being utilized by properties we manage in the State of California in other jurisdictions.

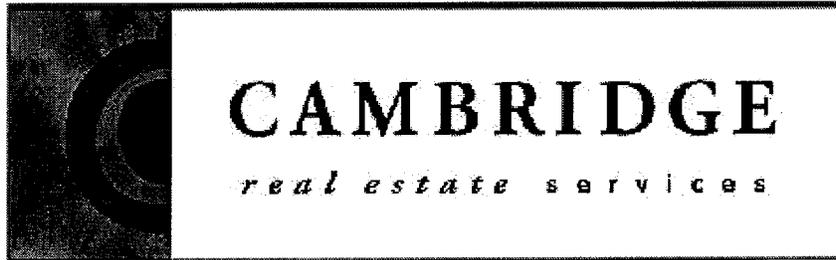
We anticipate that all comments in this letter and supporting documentation attached will aid in clarifying the need for exceptions to the minimum occupancy standards. Please feel free to contact me at (503) 450-0230 should you have any questions.

We look forward to receiving your approval.

Very truly yours,

Janeen Kallus
Agent for Owner

Exhibit "B"



RESIDENT SELECTION POLICY

SECTION I- GENERAL INFORMATION:

1. Application Assistance

If you have a vision, hearing, physical or other condition that does not permit you to complete our required paperwork, please advise us of your needs. Assistance to insure equal access to this information will be provided in a confidential manner and setting.

2. Marketing

It is Cambridge Real Estate's policy to advertise affirmatively. Market broadly, Cambridge uses a variety of advertising media to attract people from all walks of life to let them know about the rental opportunities at our properties.

SECTION II- NON-DISCRIMINATION POLICY:

It is the policy of Cambridge Real Estate Services to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendments Act of 1988, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Americans with Disabilities Act and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.

Cambridge Real Estate Services does not discriminate against any person in the terms, conditions or privileges of employment, sale or rental of a dwelling or in the provisions of services of facilities in connection therewith, because of race, color, religion, sex, age, handicap/disability, familial status, national origin or source of income. In addition, Cambridge Real Estate Services recognizes Sexual Orientation as a protected class. It is the company's intention that its policies and practices will be discrimination-free, and carried out in strict accordance with federal, state, and local fair housing laws and regulations.

Cambridge Real Estate Services operates in accordance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act and other relevant civil rights laws and statutes. In addition, we have a legal obligation to provide "reasonable accommodations" to applicants if they or any family members have a disability. Compliance actions may include "reasonable accommodations" as well as other modifications to the unit or premises.

A "reasonable accommodation" is a modification or change that can be made to the rules, policies, practices, procedures, services, dwelling unit, or building that will assist an otherwise eligible applicant with a disability to have an equal opportunity to use and enjoy the unit and the common areas of a rental community, or to participate in or have access to the program and other activities conducted or sponsored by the property.



An applicant household that has a member with a disability must still be able to meet essential obligations of tenancy: They must be able to pay rent, care for their apartment, report required information to the resident manager, etc., but there is no requirement they be able to do these things without assistance. When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, Cambridge Real Estate Services will provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial or administrative burden for the property. If the community in which you are seeking residency is the recipient of federal funds, the cost for the modification is typically the responsibility of the rental community; in other cases, the resident shall pay for the modifications and, in certain situations, maybe be asked to post a deposit equal to the estimated cost to restore the area to pre-modification conditions.

All requests for reasonable accommodations must be made in writing to the site manager / site management office. If the individual with a disability requires assistance in providing a written reasonable accommodation request, Cambridge Real Estate Services will assist with this request. To assist with requests for Reasonable Modifications, Cambridge Real Estate Services has developed a Reasonable Accommodation Request form which is available from the site manager and may be used by the resident and/or persons advocating on behalf of the resident.

Should any person feel they have been discriminated against, denied housing, employment, or accessibility to housing unjustly under Section 504 of the Rehabilitation Act of 1973, Fair Housing Amendment Act or Americans with Disabilities Act, they should contact the designated Equal Housing Opportunity Coordinator, located at the corporate office for Cambridge Real Estate Services, PO Box 2968, Portland, Oregon 97208, 503.450.0230. Upon receipt of the complaint, the Equal Housing Opportunity Coordinator will review and respond within ten (10) working days.

We believe it is important to publicly demonstrate our commitment to nondiscrimination by being as proactive as possible. It is Cambridge Real Estate Service's policy to provide our employees with continuing education on Fair Housing, ADA, and 504 compliance training.

SECTION III - ELIGIBILITY REQUIREMENTS:

Project eligibility establishes whether applicants are eligible to reside in a specific property. Applications are accepted only from families whose head of household or co-head is at least 18 years of age or emancipated minors under State law, and thereby eligible to enter into a legal contract to lease the dwelling. All applicants must meet all additional criteria established by Cambridge Real Estate Services. For communities operated in accordance with specific affordable housing program guidelines, additional eligibility requirements may apply.

1. Government Subsidized – Project Specific Requirements:

All eligible households for assisted programs must meet the criteria established by the U.S. Department of Housing and Urban Development (HUD) or the United States Department of Agriculture / Rural Housing Service pertaining to the specific property to which they have applied, as well as all additional criteria established by Cambridge Real Estate Services.

The eligibility criteria per HUD is as follows:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits



- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required
- At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before program assistance may be provided.
- The initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the applicant is selected from the waiting list for final eligibility processing for an apartment.

A. DEFINITIONS

Section 8 “Family” Properties:

(Section 8 New Construction; Section 8 Substantial Rehabilitation; Section 8 State Agency; Section 8 Property Disposition Set-Aside; RHS Section 515/8; Section 231 with Section 8)

Definition A – Family and Elderly Family. [24 CFR 5.403]

Family: Family includes but is not limited to:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family;
- The remaining member of a resident family; and
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

Elderly Family: Elderly family means a family whose head or spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Definition B – Disabled Family. [24 CFR 5.403]

A disabled family is a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Definition C – Person with Disabilities [24 CFR 5.403].

A person with disabilities for purposes of program eligibility means a person who:

- Has a disability, as defined in 42 U.S.C. 423;
- Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or



- In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that;
- Is expected to be of long continued and indefinite duration,
- Substantially impedes his or her ability to live independently, and
- Is of such a nature that the ability to live independently could be improved by more housing conditions; or
- Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (8)), i.e., a person with a severe chronic disability that:
 - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - Is manifested before the person attains age 22;
 - Is likely to continue indefinitely;
 - Results in substantial functional limitation in three or more of the following areas of major life activity:
 - Self care,
 - Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are lifelong or extended duration and are individually planned and coordinated.
 - Does not exclude persons who have the disease if acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for immunodeficiency syndrome;
 - For purposes of qualifying for affordable housing, does not include a person whose disability is based solely on any drug or alcohol dependence and
 - Means a person with disabilities, as defined in 24CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Section 202 "Senior" Properties with Section 8:

Definition D – Elderly Family. [24 CFR 891.505]

Elderly families are:

- Families of or the surviving member or members of a family described in paragraph (1) living in a unit assisted under subpart E of this part (Section 202 loans) with the now deceased member of the family at the time of his or her death;
- A single person who is 62 years of age or older; or
- Two or more elderly persons living together or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well being.



Definition E – Disabled Family. (24 CFR 891.505)

Disabled family means:

- Families of two or more persons where the head of household of which(or his or her spouse) is a person with disabilities;
- The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart D if this part (Section 202 loans) with the deceased member of the family and the time of his or her death;
- A single person with disabilities over the age of 18; or
- Two or more persons with disabilities living together, or one or more persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

Definition F – Person with a Disability. (24 CFR 891.505 and 891.305)

A person with disabilities means:

- Any adult having a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.
- A person with a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights (42 U.S.C. 6001 (8)), i.e., a person with a severe chronic disability that:
 - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - Is manifested before the person attains age 22;
 - Is likely to continue indefinitely;
 - Results in substantial functional limitation in three or more of the following areas of major life activity:
 - Self-care,
 - Receptive and expressive language,
 - Learning,
 - Mobility,
 - Self-direction,
 - Capacity for independent living, and
 - Economic self-sufficiency; and
 - Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
- A person with a chronic mental illness, i.e., a person who has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and whose impairment could be improved by more suitable housing conditions.
- Persons infected with the human acquired immunodeficiency virus (HIV) who are disabled as a result of infection with the HIV are eligible for occupancy in the Section 202 projects designed for the physically disabled, developmentally disabled, or chronically mentally ill depending on the nature of the person's disability. (24CFR 891.505)



Definition G- Non-Elderly Disabled Family. [24 CFR 891.505]

A non-elderly disabled family means a disabled family in which the head of household (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.



2. TAX CREDIT PROPERTIES (LIHTC)- SPECIFIC REQUIREMENTS:

The eligibility criteria per the Internal Revenue Service (IRS) code Section 42 is as follows:

- The household's annual income does not exceed the income limit requirements of the state finance agency having jurisdiction over the property in question. You may request a copy of these income limits from the resident manager at the site you are applying to occupy.
- This program does not allow households comprised totally of full-time students unless they qualify for an exception. If a household's status changes and they no longer qualify for an exception, they become ineligible. A full-time student household requires each household to meet at least one of the following student status exceptions in order to live at a tax credit property:
 - Household members are married and filing a joint tax return
 - Single parents and their dependent children as long as the children are not dependents of another individual (other than a parent of such children).
 - Household member is currently enrolled in a local, state or federal JTPA program
 - Household member is a recipient of AFDC
- All members of the household age 18 and older must be willing to sign a consent to have all qualifying information verified.

In addition to meeting the criteria established by the Internal Revenue Service (IRS) code Section 42, households must meet all additional criteria established by Cambridge.

3. Conventional Properties – Specific Requirements:

An eligible household would be one who's total rent does not exceed one-third of the total household income. In addition, households must meet all additional criteria established by Cambridge.

SECTION IV - CITIZENSHIP REQUIREMENTS:

Only U.S. citizens and eligible non-citizens may benefit from federal rental assistance programs. These requirements apply to families making application to the property, families on the waiting list, and residents. All persons will be treated equally, applying the same non-citizen rule procedures without regard to race, color, national origin, sex, religion, disability, familial status, or source of income. The status of each member of the family is considered individually before the family's status is defined. All family members, regardless of age, must declare their citizenship or immigration status prior to move-in or at such time there is a new family member added to the household. The following documentation must be provided for all family members regardless of age:

- From U.S. citizens
 - a signed declaration of citizenship, and
 - a U.S. birth certificate, or
 - a U.S. passport
- From non-citizens 62 years and older
 - a signed declaration of eligible immigration status, and
 - a proof of age document.
- From non-citizens under the age of 62 claiming eligible status:
 - a signed declaration of eligible immigration status;
 - a signed consent form; and
 - a DHS-approved document.



Non citizens not claiming eligible immigration status may elect to sign a statement that they acknowledge their ineligibility for assistance.

Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant.

Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and they may request a hearing if they contest this determination.

All Members Ineligible: Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission if the apartment they are applying to occupy includes a provision for financial assistance from the Federal Government. They will be offered an opportunity for a hearing.

Non-citizen Students: Applicants who hold a non-citizen student visa are ineligible for assistance, as are any non-citizen family members living with the student.

SECTION V - SOCIAL SECURITY NUMBER REQUIREMENTS:

Applicants must provide verification of Social Security Numbers (SSN) for all family members age 6 and older prior to move-in, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after move-in.

Management reserves the right to request a signed personal statement from persons who have not been issued a SSN stating they have never been issued a SSN from the Social Security Administration. Failure to furnish verification of a valid SSN, or in the absence of a SSN the requested personal statement attesting to the fact they have not been issued a SSN, is grounds for denial or termination of assistance.

SECTION VI - INCOME REQUIREMENTS:

In order for an applicant to be eligible for occupancy, the applicant family's annual income at move-in must not exceed the current applicable HUD Income Limits for Tehama County. This limit depends upon type of subsidy and family size.

A pre-determination of the applicant family's income (using HUD Part 5 Income methodology) eligibility is made by comparing the family's annual income to the applicable income limit for the family's size, prior to placing them on a waiting list. However, actual verification of the family's annual income is not completed until their name is approaching the top of the waiting list or a unit is available. Families whose annual income exceeds the income limit will be denied admission due to a failure to meet the published HUD income limits applicable for Tehama County.

All income limits are based on the median income for a metropolitan statistical area (MSA) or applicable county and are generally obtained from HUD and are available at www.huduser.org.



SECTION VII - APPLICATION PROCESS:

1. Application:

All persons interested in becoming a resident must complete a written application form. Applications will not be accepted if they are not signed by all adult members of the household. Applications are accepted at the site management office for the property where the applicant is applying for housing, or at other locations as may be designated by Cambridge Real Estate Services.

All applicants must provide a verifiable, current picture identification card such as drivers license, state issued identification card, military identification, etc. When the completed application is submitted to the site, it is recorded with the date and time received. The application is then placed on the appropriate waiting list chronologically.

An incomplete application will be returned to the applicant for completion. If it is not returned completed within 10 days the application will be removed from the waiting list and certain notifications will be provided to the applicant, in writing, describing this action.

2. Preferences and Income Targeting:

All properties with project-based Section 8 assistance must lease not less than 40% of the dwelling units (assisted under the contract) that become available for occupancy in any project fiscal year to extremely low-income families.

In an effort to comply with the required Income Targeting as specified by HUD, Cambridge Real Estate Services uses waiting lists in chronological order. Our Resident Selection Policy states that approved in-house transfers are the first consideration and then persons on the waiting lists are considered for available apartments.

Each quarter, the percentage of extremely low-income admissions on a year-to-date basis will be examined. An alternate resident selection method will be implemented if extremely low-income admissions are:

- Less than 30% after the first quarter of the fiscal year.
- Less than 35% after the second quarter of the fiscal year.
- Less than 40% after the third quarter of the fiscal year.

This policy will ensure that, to the greatest extent possible, regardless of which bedroom size units become available, every effort will be made to meet the income targeting requirements.

3. Screening Criteria:

When the applicant is approaching the top of the waiting list, they must complete an updated application which will be used for determination of final eligibility and will be basis for background screening to determine suitability for tenancy. Background screening for suitability for tenancy is separate and distinct to the process of determining eligibility for the applicable housing program.

Applicants must be deemed both suitable for tenancy (based on Background Screening standards) and eligible for housing (based on the applicable housing program guidelines) in order to be approved to occupy an apartment.

An eligible household may or may not qualify for housing through Cambridge Real Estate Services depending upon information disclosed by Cambridge Real Estate Service's screening policies. Cambridge



Real Estate Service will evaluate each applicant to determine suitability utilizing the resident screening criteria. An applicant will be rejected for falsifying any information on the application.

All prospective residents will be screened by a third party screening agency using the current Criteria for Residency, a copy of which is available from the site management office of each community managed by Cambridge Real Estate Services.

4. Rejecting Applicants:

A denial letter may be issued by either Cambridge Real Estate Services and/or a third party screening agency if: (A) negative information on any of the screening criteria is revealed, or (B) if the prospective resident refuses to give complete information, or (C) submits false information, or (D) deliberately omits information necessary to complete the screening process.

If an applicant is unable to meet the standards identified in the Criteria for Residency, or if it is determined the applicable is ineligible for a specific housing program, they will be promptly notified stating the reason(s) for rejection of their application. This notification will include information regarding the opportunity to request an appeal of the denial decision.

All appeals will be handled by the Corporate Office of Cambridge Real Estate Services. Requests for appeal should be in writing and mailed to: Equal Housing Opportunity Manager, Cambridge Real Estate Services, PO Box 2968, Portland, Oregon 97208. Depending upon the additional information presented by the applicant, a decision either confirming the denial or reversing the denial for housing will be made within 10 business days after the appeal request. Should the denial decision be reversed, the applicant will then be placed in the next available unit for which they are qualified. Under no circumstances will a vacant unit be held vacant awaiting an appeal decision.

SECTION VIII - OCCUPANCY REQUIREMENTS:

Maximum Occupancy Standards

Subject to local ordinances and standards, Cambridge Real Estate Services generally restricts occupancy to no more than two people per bedroom with minors under the age of two being excluded from the count of household members. Apartments with particularly large sleeping areas may have site-specific occupancy standards which permit higher occupancy than these standards.

Because overcrowding can lead to complications in the event of an emergency evacuation, Cambridge Real Estate Services reserves the right to consult with local community ordinances and seek the input of local fire officials regarding maximum occupancy levels as a fire / life safety-related policy. Therefore, local fire code, where available and sufficiently specific, may be adopted by Cambridge Real Estate Services in an effort to assure the housing is utilized in a manner deemed safe and appropriate by local officials and code enforcement personnel.

Minimum Occupancy Standards

Except in conventional housing where no such minimum requirements exist, apartment size is based on the minimum standard of

2-bedroom	2 household members
3-bedroom	4 household members



In cases where housing demand does not meet the objective standard outlined above, it may be necessary to modify minimum occupancy standards in order to optimize the utilization of the housing unit rather than have it remain vacant. Exceptions for minimum occupancy standards shall be made as follows:

1. Households which include an expectant mother shall be granted an apartment size which recognizes the unborn child as a member of the household at the time of application.
2. Households which are actively seeking the adoption or legal custody of members not yet part of the household shall be granted an apartment size which recognizes the pending adoption action and/or the assignment of legal custody or guardianship.
3. Households that include members who meet the HUD definition of a temporarily absent household members.
4. Households where the head or co-head have shared legal custody of part-time (more than 50%) shall be granted an apartment size which recognizes the part-time household members and provides for their part-time residency in accordance with both minimum and maximum occupancy guidelines.
5. Three person households that consist of an adult and two children of the opposite sex will be permitted to occupy a three bedroom apartment.
6. Unmarried adults shall be permitted to occupy separate bedrooms, with no obligation that such bedrooms be shared with minors living within the apartment.
7. When valid third-party verifications are provided by the resident or applicant which state that one or more rooms typically reserved for sleeping are instead necessary for any of the following: (A) a live-in care attendant who is otherwise specifically not included in the list of household members; or, (B) the proximate availability and accessibility to equipment essential to treat a medical condition or disability and it is not practical to have this equipment located elsewhere in the dwelling

Cambridge Real Estate Services will diligently work to provide housing units to households meeting the stated minimum occupancy standards. In cases where Cambridge determines that an applicant or potential household does not meet the minimum occupancy standards but does not meet one of the exceptions numbered as one through seven above, an occupancy standard waiver may be requested. Occupancy standard waivers are neither assumed nor automatic.

The request for an occupancy standard waiver is made on a case-by-case basis and is individual to the household. Cambridge will request the waiver from the jurisdiction – in this case The City of Corning; the request will include the name, unit number, the listed number of the waiver and supporting documentation to The City of Corning no less than fifteen working days prior to the occupancy date by the tenant household. The City of Corning will review the request and respond within seven to ten working days upon the receipt of the request. Cambridge will maintain in the tenant file the request and the City of Corning's response.

Each request for a waiver to occupancy standards is individual to the specific tenant household to occupy a specific unit. The waiver does not remain with the household should they transfer to another unit or move to another property. The occupancy standard waiver becomes void once the specific household vacates the unit for any reason. Any occupancy standard waiver requested and approved becomes void upon occupancy of that unit changing.

Should any request for a waiver of occupancy standards be requested and for any reason not approved, Cambridge Real Estate Services will comply with minimum occupancy standards.



SECTION IX - TRANSFER POLICIES:

Transfers are considered in cases where changes in household composition necessitate either a move to a larger or smaller apartment. Transfers must abide by Housing Community Development Uniform Multi-Family Regulations occupancy standard, and/or must be responsive to reasons that would prohibit a resident from physically achieving accessibility (Example: entering, leaving, or moving about the unit) and enjoying equal use of the facilities and features.

All requests for transfers must be received in writing. In cases where regulatory agreements prohibit transient tenancies, certain transfers may not be considered until after the tenancy reaches six full months of duration. Generally, transfer requests require that the resident be 'in good standing' at the time of the request to transfer, and at the time of the actual transfer. Transfer policies and requirements may vary depending on the property and rental program involved, and therefore will be considered on a case-by-case basis. Inspections will be performed prior to transfer to confirm (along with other considerations such as payment history and general adherence to house rules) a resident's status as 'in good standing'.

For government programs, at the time a unit becomes vacant, any pre-approved in-house transfers are given first priority for the newly vacated apartment. If there are no pre-approved, in-house transfers, consideration is then given to persons on the waiting lists. In the event of no pre-approved in-house transfers and in the absence of a waiting list, availability of housing is based on a first-come-first-serve criteria, subject to confirmation of suitability and eligibility for housing as described elsewhere in this plan.

SECTION X - WAITING LISTS:

Waiting lists are maintained on-site. Waiting lists are kept separate according to unit type and size (one, two, three bedroom), accessibility need, and transfer status. The applicant is required to designate their preference so they can be placed on the appropriate waiting list in chronological order by date and time received. In certain cases, waiting list applicants may be eligible to occupy a range of unit sizes, and apartments with and without features designed for the disabled. In such cases, a household may elect to be placed on multiple waiting lists for the same rental community.

For government programs, at the time a unit or units are anticipated to become vacant, the approved in-house transfers are the first consideration and then persons on the waiting lists. For all other units, placement will be based on first-come-first-serve criteria, providing screening information is acceptable.

Persons are selected from the waiting list on a first-come first-serve basis without regard to race, color, religion, sex, national origin, familial status, handicap/disability, or source of income.

1. Maintaining the Waiting List:

Periodically, follow-up letters are mailed to applicant households on the waiting list to ensure applicant information is current and any names that should no longer be on the list are removed. If a letter is returned by the Postal Service, the applicant will automatically be put in our inactive file.

If during the process of updating a waiting list the household composition changes, the applicant must update their application information and a representative of Cambridge Real Estate Services must update the waiting list by determining if the household needs the same or a different unit size. Regardless of changes in the unit size required, such re-designations are made with the family maintaining their original application date.



If the applicant contact information changes, such as the address or phone number, after receipt of this information from the applicant, a representative of Cambridge Real Estate Services will note the new contact information and the date that information it was received. This will be noted on the original application submitted by the family.

2. Removal from the Waiting List:

After rising to the top of the waiting list, the applicant is offered the next available unit which fits the family size and special needs. The applicant has 48 hours to accept or decline the available unit once notified. If the applicant declines the available unit, the applicant will be removed from the waiting list. Applicants will be notified of their removal from the waiting list in writing via the Postal Service.

If the applicant fails to respond to the notification of the available unit within 48 hours, their non-response will be deemed a refusal of the available unit and they will be removed from the waiting list.

At the applicants request, they will be allowed to remain on the waiting list after refusing an available apartment but will move to the bottom of the waiting list with the date of refusal of the available apartment used as the new 'date of initial application'.

In select cases such as an inability to relocate in a timely manner due to medical circumstances, management reserves the right to leave an applicant in-place at the top of the waiting list if their refusal of an apartment is supported by a current notice from a medical service provider. Such a notice must specifically recommend that the applicant not relocate at the present time. Such a deferral may last for a period of not to exceed 180 days. After 180 days, the applicant will be removed from the waiting list provided they do not request to be moved to the bottom of the waiting list as outlined above.

SECTION XI – SECURITY DEPOSITS:

All security deposits must be paid in full prior to move-in. Deposit refunds will be made in accordance with the Rental Agreement and applicable state law.

Pet Deposits for properties established for the elderly and/or disabled are defined by HUD as:

Those persons living in such a designated property who choose to keep an approved pet in their home are required to pay a pet deposit in addition to any additional financial obligation generally imposed on residents of the property.

Pet deposit refunds will be made in accordance with the pet agreement and state law.

Conventional properties establish pet deposit requirements with regard to each specific property.

SECTION XII - PETS

Cambridge Real Estate Service has a “no pet” policy. Assistance, companion, aide and service animals are not considered pets and will be permitted when required to assist a disabled person as per policy.

Properties that are established for the elderly and/or disabled as defined under the HUD guidelines permit pets in all cases. Persons living in such a designated property who choose to keep an approved pet in their home are required to pay a pet deposit. The pet deposit requirements are set by HUD for elderly and/or disabled properties and may change periodically with future HUD publications.



Conventional properties establish pet policies on a property-by-property basis.

SECTION XIII - PRIVACY ACT STATEMENT

It is the policy of Cambridge to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by Cambridge.

The information being collected is to determine an applicant's eligibility; the recommended unit size; and the amount the resident(s) will pay toward rent and utilities. It will be used to manage the programs covered by HUD; to protect the Government's financial interest; and to verify the accuracy of the information furnished.

It may be released to appropriate Federal, State and local agencies when relevant to civil, criminal or regulatory investigators and prosecutors. It is mandatory to provide social security numbers. Failure to provide any other information may result in a delay or rejection of your eligibility approval. The Department authorized to ask this information by the U.S. Housing Act of 1937, as amended (42 U.S.C., 1437 et seq.); the Housing and Community Development Amendments of 1981 (P.L. 97- 35); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); and the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479).

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on the disability of an individual will be treated in a confidential manner.

SECTION XIV - REQUIRED VERIFICATION AND CONSENT FORMS

Adult members of assisted families must authorize properties to request independent verification of data required for program participation. To provide properties with this authorization, adult family members must sign verification forms needed to request information from employers, child care providers, medical professionals, and others. Families sign these consent forms at the time of initial certification and the annual recertification. All adults in each assisted family must sign the required consent forms or the family must be denied assistance.



Exhibit "C"

CAMBRIDGE
real estate services

Household Name: _____

Community: _____

Apartment: _____

Cambridge Real Estate Services, acting on behalf of the above named applicant household, hereby requests a waiver of minimum occupancy standards in the following particulars:

- Less than 2 people per two bedroom apartment
- Less than 4 people per three bedroom apartment

Cambridge makes this request no less than 15 days prior to the proposed occupancy date by the household referenced above. We look forward to a response from the local jurisdiction within five days. Cambridge will maintain as part of our file documentation the response received from the local jurisdiction.

Each of the pre-determined exceptions to the Minimum Occupancy Standards are noted below. In preparing this form, a representative of management has indicated the basis for the exception(s).

- 1. Households which include an expectant mother shall be granted an apartment size which recognizes the unborn child as a member of the household at the time of application.
- 2. Households which are actively seeking the adoption or legal custody of members not yet part of the household shall be granted an apartment size which recognizes the pending adoption action and/or the assignment of legal custody or guardianship.
- 3. Households that include members who meet the HUD definition of temporarily absent household members.
- 4. Households where the head or co-head have shared legal custody of part-time household members shall be granted an apartment size which recognizes the part-time household members and provides for their part-time residency in accordance with both minimum and maximum occupancy guidelines. (More than 50%)
- 5. Three person households that consist of an adult and two children of the opposite sex will be permitted to occupy a three-bedroom apartment.
- 6. Unmarried adults shall be permitted to occupy separate bedrooms, with no obligation that such bedrooms be shared with minors living within the apartment.

7. When valid third-party verifications are provided by the resident or applicant which state that one or more rooms typically reserved for sleeping are instead necessary for any of the following: (A) a live-in care attendant who is otherwise specifically not included in the list of household members; or, (B) the proximate availability and accessibility to equipment essential to treat a medical condition or disability and it is not practical to have this equipment located elsewhere in the dwelling.

Cambridge acknowledges that waivers are not assumed nor are they automatic. This request is being made based on a household-specific set of circumstances and is individual to the household noted above.

Documentation supporting the exception(s) identified above is enclosed for your review and consideration.

We appreciate your review of this request for an exception.

Very truly yours,

Site Management

<property name>

Waiver Approved: Yes No (check one)

Date Approved: _____ **By:** _____

Exhibit "D"

[chico craigslist](#) > [housing](#) > [apts/housing for rent](#)

[email this posting to a friend](#)

Stating a discriminatory preference in a housing post is illegal - please flag discriminatory posts as prohibited

Avoid scams and fraud by dealing locally! Beware any arrangement involving Western Union, Moneygram, wire transfer, or a landlord/owner who is out of the country or cannot meet you in person. [More info](#)

please flag with care: [?]

[miscategorized](#)

[prohibited](#)

[spam/overpost](#)

[best of craigslist](#)

\$698 / 3br - Salado Orchard Apartments (Corning, CA.)

Date: 2011-02-14, 12:28PM PST

Reply to: hous-ub9sf-2214415150@craigslist.org [Errors when replying to ads?]

Welcome Home to Salado Orchard Apartments!

Salado Orchard has beautiful two and three bedroom apartments ranging from \$547 to \$698, depending on income. All of our apartments include private patios, ample storage space, washer / dryer hookups and energy efficient appliances. Enjoy the property amenities including beautifully landscaped grounds, covered parking, playground, pool, BBQ area, laundry facility, fitness room, and club house that can be used for birthdays or other events.

We encourage you to call or visit us today! Salado Orchard is located at 250 N Toomes Ave. in Corning. Please call (530) 824-0576 to set an appointment to tour our beautiful apartments today. Our office hours are 10:00 am to 4:00 pm Monday through Saturday and Sunday by appointment only. **DON'T FORGET TO ASK ABOUT OUR MOVE-IN SPECIAL!**

Salado Orchard is professionally managed by Cambridge Real Estate Services and provides an equal housing opportunity. We look forward to welcoming you home!

250 N Toomes Ave. ([google map](#)) ([yahoo map](#))

- Location: Corning, CA.
- it's NOT ok to contact this poster with services or other commercial interests



PostingID: 2214415150

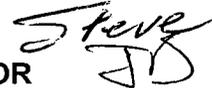
Copyright © 2011 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback forum](#)

**ITEM NO. : I-15
AGREEMENT FOR PROFESSIONAL SERVICES
TO COMPLETE CONSTITUENT STUDY
WORKPLAN FOR COMPLIANCE WITH WASTE
DISCHARGE PERMIT REQUIREMENTS;
CAROLLO ENGINEERS**

DATE: MARCH 8, 2011

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA

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



SUMMARY:

Staff recommends the Council authorize the City Manager to sign the attached agreement with Carollo Engineers, Inc. for the preparation of a Work Plan for the purpose of analyzing Dichlorobromomethane and Salinity constituents that are discharged from our Wastewater Treatment Plant to the Sacramento River.

BACKGROUND:

The state Regional Water Quality Control Board recently reissued our National Pollutant Discharge Elimination System (NPDES) permit that authorizes the City to discharge into the Sacramento River. The new permit includes some new requirements. Among them are "evaluation and minimization" plans for two constituents; Dichlorobromomethane; a residual of the chlorination process and Salinity.

The first component needed to comply is a "Workplan" to detail how we're going to perform the testing. Our contract plant operator, Southwest Water Co. (SWWC) initially thought they could complete this task. However, they recently discovered that the Workplan must be prepared by a Civil Engineering firm. Additionally, our NPDES permit includes a timing component that required completion of the Workplan by March 1, 2011. We've since obtained an extension to April 1, 2011.

Once the Workplan is finished and approved by RWQCB, we'll need to complete sampling and testing to determine what, if any, additional measures must be taken to mitigate these particular constituents.

Kathy Stone of SWWC is meeting with RWQCB staff to determine just how much of that subsequent work they can perform. The answer to that question will determine if subsequent engineering services are necessary.

FINANCIAL:

Since compliance with this task was urgent, and the work quite specialized, we were able to secure proposals from only two engineering firms; Carollo Engineers and West-Yost Associates. Carollo Engineers has provided the lower cost proposal and agreement to complete the required Workplan for the cost of \$4,448.00.

RECOMMENDATION:
That the City Council:

- **Appropriate \$5,000 from Sewer Enterprise Fund 610 to WWTP Professional Services Account 610-6322-5200, and,**
- **Authorize the City Manager to sign the attached Agreement for Professional Services with Carollo Engineers Inc., for the NPDES Permit Special Studies Workplan services outlined as Task Order No. 1, in the amount of \$4,448.00.**

AGREEMENT FOR PROFESSIONAL SERVICES

Project No. _____

This AGREEMENT made and entered into this _____ day of February, 2011 by and between City of Corning, (hereinafter "OWNER"), and Carollo Engineers, Inc, (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services in connection with

NPDES Permit Special Studies.

(Owner and Project Description)

(hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.

1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event ENGINEER shall bill OWNER on an hourly basis together with cost of material.

SECTION 2 - PAYMENT TO ENGINEER

2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.

2.2 The ENGINEER is not responsible for damage or delay in performance

2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.

2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.

2.6 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

Steve Kimbrough

794 Third Street

Corning, CA 96021

TO ENGINEER:

Scott Parker

2880 Gateway Oaks Drive Suite 300

Sacramento, CA 95833

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc.

P.O. Box 7032

San Francisco, CA 94120-7032

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.

3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

3.4 The ENGINEER maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 - LEGAL RELATIONS

4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards.

4.2 OWNER and ENGINEER shall each defend, indemnify and hold harmless the other and their respective principals, directors, officers and

employees from and against claims, loss, liability, suits and damages, including attorney's fees, caused in whole or in part by either party's negligent acts, errors or omissions, willful misconduct or OWNER's lawful responsibility respectively or, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable regardless of whether or not such claim, loss, liability or damage is caused in part by a party indemnified hereunder.

In the event that both OWNER's and ENGINEER's wrongful act or lawful responsibility is the proximate cause of any liability or damages, then in such event, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs. Notwithstanding the foregoing, a party's defense obligation hereunder shall be limited to reimbursement of the other party's reasonable defense costs which are judicially determined to have been incurred as a result of the first party's negligence.

4.3 If the project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to

the parties herein with reference to such provisions.

4.4 ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

4.5 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

4.6 The ENGINEER's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the OWNER, the ENGINEER shall furnish to the OWNER both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media.

Because data stored in electronic media form can be altered, inadvertently, it is agreed that the OWNER shall hold ENGINEER harmless from liability arising out of changes or modifications to ENGINEER's data in electronic media form in the OWNER's possession or released to others by the OWNER.

SECTION 5 - TERMINATION OF AGREEMENT

5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:

- a. not less than five (5) working days' written notice of intent to terminate, and
- b. an opportunity for good faith consultation prior to termination.

SECTION 6 - DISPUTE RESOLUTION

6.1 Disputes arising during the course of this Agreement shall be promptly addressed at completion of work when professional services can be reasonably and fully assessed. The parties shall use best efforts to reach final resolution of disputes through meetings and negotiations required to resolve the dispute before any other forms of dispute resolution.

SECTION 7 - ENTIRE AGREEMENT

7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and ENGINEER.

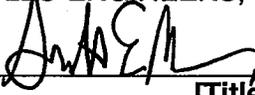
SECTION 8 - GOVERNING LAW

8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

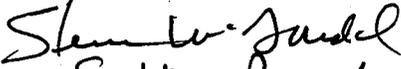
CAROLLO ENGINEERS, INC.

OWNER

By:  Vice President
[Title]

By: _____ 

PE# C 52672

By: 
Sr. Vice President
[Title]

PE# C 44074

TASK ORDER NO. 1

CITY OF CORNING
(OWNER)

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the ____ day of February, 2011, in connection with City of Corning/Carollo Engineers, Inc. – Service Provider Agreement: NPDES Permit Special Studies

PURPOSE

The purpose of this Task Order is to prepare the NPDES Permit required special studies workplans for the City of Corning (City) Water Pollution Control Plant (WPCP) listed as tasks below for submittal to the Regional Water Quality Control Board (RWQCB) in a timely fashion.

ENGINEER'S SERVICES

The following specific services will be provided by Engineer.

TASK 1– Constituent Study Workplan and Time Schedule – Dichlorobromomethane

ENGINEER will prepare a Constituent Study Workplan and Time Schedule for Dichlorobromomethane in accordance with Provision VII.B.2.b. of Order No. R5-2010-0080.

- A. Report Preparation - Carollo will prepare a DRAFT Constituent Study Workplan and Time Schedule in accordance with the requirements of the aforementioned Order. Upon review and comments received from the City, Carollo will prepare a FINAL Constituent Study Workplan and Time Schedule for submittal to the RWQCB.

Format: Report

Due Date: March 1, 2011

TASK 2– Salinity Evaluation and Minimization Workplan

ENGINEER will prepare a Salinity Evaluation and Minimization Workplan in accordance with Provision VII.B.3.a Order No. R5-2010-0080.

- A. Report Preparation - Carollo will prepare a DRAFT Salinity Evaluation and Minimization Workplan in accordance with the requirements of the aforementioned Order. Upon review and comments received from the City, Carollo will prepare a FINAL Salinity Evaluation and Minimization Workplan for submittal to the RWQCB.

Format: Report

Due Date: March 1, 2011

TASK 3 - PROJECT MANAGEMENT

Project management, including invoices and coordination with City Staff during the development of the required reports. This task includes coordination with the RWQCB during the progression of the work.

COMPLETION SCHEDULE

Both reports are due to the RWQCB by March 1, 2011. Both will require an extension from the RWQCB, and as such, the ENGINEER will request 30 days on the City's behalf. If granted, the ENGINEER will submit both documents to the City a minimum of two weeks before the extension due date to provide the City with sufficient review time. The City will return comments within 1 week of receipt of the DRAFT document.

If no extension is granted, the ENGINEER will prepare both documents in as timely as manner as possible. No guarantee is granted by the ENGINEER that the listed due date will be met.

PAYMENT

Carollo's compensation for the services described herein shall be on a Fee Schedule basis as agreed in the Service Provider Agreement with a not to exceed limit of four thousand four hundred forty-eight dollars (\$4,448) without prior authorization from the OWNER. These costs are developed in the attached Exhibit A.

Costs are based on the production of the reports described above. Any additional reports or studies that may be deemed to be necessary by the RWQCB or any other agency are not included and costs will be developed at a later date.

EFFECTIVE DATE

This Task Order No. 1 is effective as of the _____ day of _____, 2011.

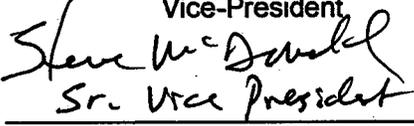
IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 1 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

CITY OF CORNING

By: 
Vice-President

Accepted this _____ day of _____, 2011

By: 
Sr. Vice President
Vice-President

By: _____
Officer



**Exhibit A
T01**

**2011 NPDES Permit Required Reports Project
City of Corning Wastewater Treatment Plant**

15-Feb-11

Task	Description	Carollo Labor Hours						Total	PECE	Carollo Total Cost
		SP \$234	PP \$197	PE \$165	AP \$134	G/D \$100	WP \$90			
No. 1	Constituent Study Workplan for Dichlorobromomethane	2	0	8	0	0	2	12	\$108	\$2,076
	Subtotal	2	0	8	0	0	2	12	\$108	\$2,076
No. 2	Salinity Evaluation and Minimization Workplan	2	0	8	0	0	2	12	\$108	\$2,076
	Subtotal	2	0	8	0	0	2	12	\$108	\$2,076
No. 3	Project Management	1	0	2	0	0	0	3	\$27	\$296
	Subtotal	1	0	2	0	0	0	3	\$27	\$296
Total		5	0	18	0	0	4	27	243	\$4,448

SP = SENIOR PROFESSIONAL
PP = PROJECT PROFESSIONAL

PE = PROFESSIONAL
AP = ASSISTANT PROFESSIONAL

G/D = GRAPHICS/DRAFTING
WP = WORD PROCESSING/CLERICAL

PECE = PROJECT EQUIPMENT AND COMMUNICATION EXPENSE

ITEM NO.: I-16
APPROVE RECOMMENDATION OF
MELODIE POISSON FOR
APPOINTMENT TO THE CITY
PLANNING COMMISSION
MARCH 8, 2011

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM:  GARY R. STRACK, MAYOR

SUMMARY:

The City has received two applications for the vacant Planning Commissioner position. Mayor Gary Strack has interviewed both applicants and recommends Melodie Poisson to serve as a Commissioner on the City Planning Commission.

BACKGROUND:

On January 25, 2011 Planning Commissioner Jesse Lopez resigned his appointment to the City Planning Commission.

The City has received two applications for this vacant Commission position, one from Melodie Poisson on December 2, 2010, and another from current Recreation Commissioner Kyle Lauderdale on February 7, 2011. Mayor Strack has interviewed both candidates and finds that both would be excellent Commissioners.

After careful consideration, Mayor Strack recommends that the Council appoint Melodie Poisson to the Commission believing her connection with the local businesses would be beneficial to the Planning Commission and the City.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPOINT MELODIE POISSON TO THE PLANNING COMMISSION EFFECTIVE IMMEDIATELY TO FILL THE VACANCY CREATED BY THE RESIGNATION OF JESSE LOPEZ.



CITY OF CORNING

RECEIVED

DEC 02 2010

APPLICATION FOR COMMISSION APPOINTMENT CITY OF CORNING

Date: Dec. 2, 2010

- Commission: Planning Commission
 Recreation Commission
 Library Commission
 Airport Commission

Name: Melodie Poisson

Home Address: 520 Lincoln St
Corning, CA 96021

Phone No.: 408-250-2790

Business Address: 1413 Solano St.
Corning, CA 96021

Phone No.: 530-824-3522

DM-Tech Occupation: Business Owner - Wireless Internet Service Provider

Do you reside within the City of Corning? Yes No

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions? Teacher - 20 years I taught student government
Campbell Youth Commission - 4 years Led Student Council
Business Owner - 3 years Worked in Retail Management 10 years

Have you served on other Boards, Committees, or Commissions? Yes No

If so, please list them:
Campbell Youth Commission

Have you researched the time and travel commitments associated with serving on this

Commission? Yes No

Can you meet those commitments? Yes No

Please comment on your reasons for seeking this appointment.

I wish to be involved in decision-making for Corning.

Melodie Poisson
Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

ITEM NO: I-17
REVIEW SERVICES PROVIDED BY
CORNING DISPOSAL WITH AN EYE
TOWARDS REDUCING SERVICE IN
ORDER TO LOWER SERVICE FEES

MARCH 8, 2011

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

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER



SUMMARY:

On Tuesday, February 22, 2011, the City Council held a public hearing to consider granting a refuse rate increase to Corning Disposal Company. Prior to approving the rate increase of \$0.23 per month for residential and small business customers, and a Senior Citizen rate increase of \$0.12 per month, the City Council discussed ways the City might work with Corning Disposal to reduce the monthly rate during this economic recession.

BACKGROUND:

The current Franchise Agreement with Corning Disposal was effective on April 1, 2008. The Agreement provides for rate increases to be limited to a combination of the Annual Consumer Price Index – All Urban Consumers West – C, and the fuel cost change for No. 2 Diesel Fuel based upon the “Fuel Cost Change” reported by the United States Department of Energy.

The City has always believed that the limiting rate increases to the actual Consumer Price Index helps control costs. The survey of refuse rates and services provided by other Cities in the Region confirm that the City has been able to hold the rates down sufficiently to ensure that Corning has the best price and the most services. In the Staff Report dated February 22, 2011, the “survey shows that only the Cities of Anderson and Shasta Lake have lower rates than Corning, and they do not provide street sweeping services and they charge extra for white goods curbside pick-up of appliances; only Corning and Red Bluff have street sweeping included as a part of the service.”

The services delivered to Corning residents include;

- **Refuse Pick Up:** Once per week curbside pick-up of refuse, and Corning Disposal provides 96-gallon roller carts for the use of the residents.
- **Senior Rate:** The Company also provides a 32-gallon roller cart at half price for Senior Citizens 62 years of age or older.
- **Green waste:** Every other week Corning Disposal picks up green waste which includes grass clippings, leaves, hedge trimmings and small branches, and provides a 96-gallon green waste roller cart for the use of the residents.
- **Recycling:** On alternating weeks, the Company also picks up recyclable materials and provides a 64-gallon roller cart for the use of the residents.
- **Appliances “White Goods”:** The Company will accept large appliances, including refrigerators, stoves, washer & dryers and smaller household items at no additional costs to single family residential customers including multi-family residences consisting of four units or less.

- **Curb Side Pick up:** They will conduct four curbside pick-up events per year for residential customers, by taking up to four cubic yards of bulky goods per event. they will take up to three large appliances per year.
- **Drop Off Station:** The company provides a drop off site at their offices to receive White Goods when they are dropped off at their yard on Highway 99W.
- **Street Sweeping:** The Company provides street sweeping at no additional cost to City residents and businesses. Street sweeping is done twice per month in the residential areas and once per week in the commercial areas.
- **No charge for pickup of City waste** at all Parks Solano Street trash receptacles and all City facilities.
- **Provide City a Drop Box for City** to discard Bulky Goods and other large items collected by City along city streets at no additional charge.
- **Provide the Household hazardous Waste** receiving site at no charge for use by City and County to receive paint and other hazardous waste.
- **Compliance with State Recycling Law:** the Company guarantees City's compliance with AB939 recycling mandates, coordinates with Tehama County Solid Waste Department and relieves City of need to employ a specialist to insure compliance.
- **Mandatory Pick-up:** The Company must collect refuse from every home and business in City even when the customer fails to pay their bill.

City Staff would appreciate direction from the City Council on which of these services can be eliminated. Staff will then contact Corning Disposal to discuss the elimination of the service and how much the monthly rate can be reduced. The refuse rate study is included for reference.

City Staff has concerns about the elimination of any of the services. Corning's level of service which exceeds any other City in the north State, was only won through many hours of negotiation by the City Council team who met with Waste Management – Corning Disposal prior to the execution of new franchises.

RECOMMENDATION:

MAYOR STRACK AND COUNCILOR DICKISON MEET WITH CORNING DISPOSAL AND PARENT COMPANY WASTE MANAGEMENT ON POTENTIAL COST SAVINGS FROM REDUCING, OR ELIMINATING SERVICES.

2011 Rates in Surrounding Areas

	Residential Curbside Trash				Yardwaste Curbside	Recycling Curbside		White Goods Curbside	Street Sweeping
	Senior	32 Gal	64 gal	96 gal	96 gal	64 or 96 gal	Basket		
Shasta County	\$8.35	N/A	\$21.26	\$24.60	N/A	Included in trash price	N/A	N/A	N/A
City of Anderson	\$6.28	N/A	\$16.45	\$17.68	Included in trash price	Included in trash price	N/A	Extra Charge	N/A
City of Shasta Lake	\$10.35	N/A	\$16.87	\$18.12	Included in trash price	Included in trash price	N/A	N/A	N/A
City of Chico	N/A	\$11.80	\$18.88	\$23.81	\$3.89 to \$5.60 based on lot size	Included in trash price	N/A	Extra Charge	N/A
Chico Outskirts	N/A	\$11.00	\$17.45	\$21.90	Limited-County sphere areas near City	Included in trash price	N/A	Extra Charge	N/A
City of Gridley	N/A	\$21.80	\$32.70	\$43.60	Included in trash price	Included in trash price	N/A	N/A	N/A
City of Orland	\$12.21	N/A	\$16.96	\$24.19	\$4.37	Included in trash price	N/A	N/A	N/A
City of Willows	\$12.21	N/A	\$16.96	\$24.19	\$4.37	Included in trash price	N/A	N/A	N/A
Glenn County	\$13.79	N/A	\$24.03	\$33.59	N/A	Included in trash price	N/A	N/A	N/A
City of Red Bluff	\$9.52	\$12.70	\$18.30	\$21.08	Owner provided can in rate – cart extra \$4.23	Included in trash price	N/A	N/A	Yes
Tehama County	N/A	\$12.75	\$18.31	\$22.46	\$5.76	Basket in rate – cart extra \$5.76	Included in trash price	N/A	N/A
County of Colusa	N/A	\$15.75	N/A	\$28.08	N/A	N/A	Included in trash price	N/A	N/A
City of Corning	\$9.75	N/A	N/A	\$19.50	Included in trash price	Included in trash price	N/A	Quarterly	Yes

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

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

ITEM NO.: I-18
CONFIRM CONTINUED COMPENSATION PLAN
FOR THE UNREPRESENTED POSITION OF
ADMINISTRATIVE ASSISTANT TO THE CITY
MANAGER
MARCH 8, 2011

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

SUMMARY:

The Administrative Assistant, appointed by the City Manager, is not represented by an Employee Association or the Union. The position is classified as "Administrative Exempt". The Administrative Assistant is a "Confidential" position, and the City sets the compensation for this position based upon the agreed compensation package with the Management Association.

Administrative Assistant Lisa Linnet has submitted the attached Memo declaring her intent to continue her 10% reduction in compensation through taking one furlough day of eight hours during each eighty hour pay period as has been agreed to by all the management Employees. She also has committed to the furloughs through June 30, 2012., another complete budget year.

BACKGROUND:

City of Corning ratified the Corning Management Association agreement on February 22, 2011. Here are the key elements of the proposed new Agreement:

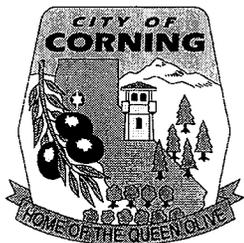
1. This is a 1-Year Agreement (January 1, 2011 through December 31, 2011);
2. For existing Management Employees, the City will continue to provide retirement benefits under a contract with the California Public Employee Retirement System (PERS) as follows:
 1. For PERS Miscellaneous Members, the City will continue the 2% at 55 Plan and will pay 7% of the "Employee Contribution"; and
 2. For PERS Safety Members, the City will continue the 3% at 50 Plan and will pay 9% of the "Employee Contribution".
3. The City and the Association agree to implement the following changes for new hires as soon as administratively feasible under PERS procedures:
 - (a) For PERS Miscellaneous members the City will provide the 2% at 60 formula with three (3) year average salary.
 - (b) For PERS Safety members the City will provide the 3% at 55 formula with three (3) year average salary.
 - (c) For Management employees hired after the date the City Council approves the Memorandum of Understanding (MOU), new Miscellaneous Members will pay 3.5% of the 7% employee share of the retirement cost, and Safety members will pay 4.5% of the 9% of the employee share of retirement cost.

FINANCIAL

The Administrative Assistant will be governed by the same terms. There are no new costs to the City as a result of this action.

RECOMMENDATION:

MAYOR AND COUNCIL CONFIRM CONTINUED COMPENSATION PLAN FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE CITY MANAGER TO BE THE SAME AS THE CORNING MANAGEMENT ASSOCIATION FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2011.



City of Corning

794 Third Street, Corning, CA 96021
(530) 824-7033 Fax (530) 824-2489

TO: CITY COUNCIL
FROM: LISA M. LINNET, ADMIN. ASSIST. TO CITY MANAGER
DATE: TUESDAY, MARCH 8, 2011
SUBJECT: COMMITMENT TO ACCEPT FURLOUGHS ALONG WITH OTHER CITY EMPLOYEES



As Administrative Assistant to the City Manager, a position classified as "Administrative Exempt" and not represented by an Employee Association or the Union, I do willingly confirm my intent to continue my voluntary participation in the Furlough Plan through June 30, 2012. I do this with the knowledge that this Plan consists of a 10% reduction in compensation through taking one furlough day of eight hours during each eighty hour pay-period as has been agreed to by all members of the Management Unit.

Lisa M. Linnet
Administrative Assistant

ITEM NO.: I-19
**AUTHORIZE FIRE CHIEF TO
WORK WITH GLENN COUNTY
AGENCIES ON DISPATCH
SERVICES**

March 3, 2011

TO: HONORABLE MAYOR AND COUNCIL

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

MPS *Steve*

SUMMARY:

Staff requests Council authorization to work with Glenn County Fire Agencies to investigate taking over dispatch services. The Fire Chief, assisted by the City Manager and City Attorney will work with Glenn County Fire Agencies to formulate a plan to bring back to Council for approval.

BACKGROUND:

Chief Spannaus was contacted by the Glenn County Fire Chiefs regarding the feasibility of the City assuming dispatch services for all the fire dispatch in that County. In addition to Orland and Capay, who the City currently provides fee based fire dispatch service, this proposal would include an additional 9 Agencies. This additional service would produce approximately an additional 1500+ calls a year.

Corning Fire Dispatchers all agree they could handle the additional workload and are excited about this possible opportunity.

As the Council has previously been informed, both Orland and Capay are very happy with the dispatch services the City has provided.

FINANCIAL:

The City currently charges \$42 per call for dispatch services. This cost per call needs to increase as costs have gone up. This issue could be addressed during negotiations for a new proposed contract that would encompass fire dispatch service to all of Glenn County. Under the current contract price, providing the additional service at \$42 per call would bring in an additional \$63,000+ a year. The proposed additional service revenues, added to those earned under the current contract could potentially increase revenues for fire dispatching services to \$95,000 annually based upon a new negotiated final per call cost.

RECOMMENDATION:

**MAYOR AND COUNCIL AUTHORIZE THE FIRE CHIEF, ASSISTED BY THE CITY
MANAGER AND CITY ATTORNEY TO NEGOTIATE WITH THE GLENN COUNTY
AGENCIES ON FOR PROVIDING DISPATCH SERVICES.**