



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 28, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

This is an Equal Opportunity Program; Federal Law prohibits discrimination. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

In compliance with the Americans with Disabilities Act and Title VI. If you need special assistance or translation services to participate in this meeting, please contact the City Clerk's Office at 530/824-7033 or via email at llinnet@corning.org. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

B. ROLL CALL:

**Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow**

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

D. INVOCATION: Led by Councilwoman Shelly Hargens.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the May 14, 2024 City Council Regular meeting with any necessary corrections.**
- 3. May 23, 2024 Claim Warrant in the amount of \$182,002.88.**
- 4. May 23, 2024, 2024 Business License Report.**
- 5. Accept Cody Lamb's resignation from serving as the City's representative to the Tehama County Flood Control & Water Conservation District Groundwater Commission and approve immediate appointment of Martin Spannaus as the City's representative to this Commission.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS: None

J. REGULAR AGENDA:

- 6. Approve Agreement for City Attorney Legal Services for a three (4) year term starting June 1, 2024 through June , 2027.**
- 7. Approve Agreement in the amount of \$12,433.03 with Corning Carpet Store for removal and replacement of City Council Chambers carpet, and vinyl flooring in the employee breakroom/kitchen.**

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:

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

Demo:

Valerio:

Hargens:

Lomeli:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, MAY 24, 2024



**CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, MAY 14, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

- A. CALL TO ORDER: 6:30 p.m.**
B. ROLL CALL:

Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow

All members of the City Council were present.

- C. PLEDGE OF ALLEGIANCE: Led by the City Manager.**
D. INVOCATION: Led by Councilor Hargens.
E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:
- 1. PROCLAMATION: National Public Works Week, May 19, 2024 through May 25, 2024.** Present to accept the Proclamation was Public Works Director Elijah Stanley.
- F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: None.**
G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request 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 April 23, 2024 City Council Closed Session & Regular Meeting with any necessary corrections.**
 - 4. May 9, 2024 Claim Warrant in the amount of \$543,179.59.**
 - 5. May 9, 2024 Business License Report.**
 - 6. April 2024 Wages & Salaries: \$417,613.38.**
 - 7. April 2024 Treasurer's Report.**
 - 8. April 2024 Building Permit Valuation Report in the amount of \$569,057.**
 - 9. April 2024 City of Corning Wastewater Operations Summary Report.**
 - 10. Approve waiver of Recreation Use Fees for the 15th Annual Tucker Mesker Memorial Scholarship Softball Tournament Fundraiser to be held August 2nd – 4th, 2024.**
 - 11. Approve Annual Agreement and Membership with 3CORE Economic Development District at a cost of \$7,500.**

Councilor Valerio moved to approve Consent Items 2-11; Councilor Hargens seconded the motion. **Ayes:** Snow, Demo, Valerio, Hargens, and Lomeli. **Absent/Abstain/Opposed:** None. Motion was approved by a 5-0 vote.

- H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**
I. PUBLIC HEARINGS AND MEETINGS: None.
J. REGULAR AGENDA:

- 12. Presentation and approval of the proposed Mural at Teddy Pohlers Memorial Pool (Corning City Pool).**

Presented by City Manager Mesker who stated in March 2024, Corning High School, the Tehama County Arts Council, and the Job Training Center teamed up on an innovative project to install a public mural in the City of Corning. After discussions with City Staff and consideration of various locations, they have requested authorization to install the mural at the City Pool. The proposed

mural was co-designed by Corning High School art students, their teacher Sara Trammell, and Tehama County local professional muralist Toni Gaylord with input from City Manager Mesker and Carrie Ferchaud, Tehama County Job Training Center Grant Executive Director. The proposed project is entirely funded utilizing grant funds awarded to the Job Training Center from Up State California Creative Corps with the goal of using art to promote public health and strengthen the artistic workforce in Tehama County. If approved, the mural will be installed May 28th – June 2nd with the help of Corning High School art students. Present to speak about the project were Carrie Ferchaud, Toni Gaylord, Sara Trammell, and two Corning High School Students. It was suggested that a UV overcoat be installed over the mural upon completion to protect the mural and aid in graffiti cleanup should that be necessary.

Councilor Demo moved to approve the Mural at Teddy Pohler's Memorial Pool to be entirely funded by grant dollars awarded to the Job Training Center from Up State California Creative Corps in partnership with the Corning High School Art Class. Councilor Valerio seconded the motion. **Snow, Demo, Valerio. Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

13. Presentation and Acceptance of the Annual City Audit for Fiscal Year 2022/2023.

Presented by City Manager Brant Mesker and contracted auditor Dom Reynolds who provided an overview of the financial status of the City. Mr. Reynolds stated that he found no "findings" and that the City had a clean audit. He stated that there was a new requirement this year, specifically GASB 87 which addresses City Leases, which can be found on pages 45-51 of the audit. The total General Fund balance on June 30, 2023 was \$5,432,979, a \$97,266 increase over June 30, 2022's ending balance. Total General Fund revenues at close of Fiscal Year ending June 30, 2023 were \$9,040,622 and expenditures were \$8,231,525. Mr. Reynolds announced that this would be his last year performing the City's audit as he would be retiring.

Councilor Hargens moved to receive and accept the Annual Audit for Fiscal Year ending June 30, 2023; Councilor Demo seconded the motion. **Snow, Demo, Valerio. Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

14. Award Bid for 3-year Request for Proposals for Palm & Street Tree Pruning in the amount of \$168.50/tree & Stump Grinding at \$100/stump to Arbor PROS, LLC, and authorize City Manager to execute the contract.

Presented by City Engineer Robin Kampmann, PE.

Councilor Demo moved to award the Bid for the 3-year City Palm/Street Tree pruning and stump grinding contract to Arbor Pros LLC in the amount of \$168.50 per tree and \$100 per stump grinding, not to exceed \$42,000, and authorize the City Manager to execute the contract. Councilor Valerio seconded the motion. **Snow, Demo, Valerio. Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

15. Approve Change Order No. 5 in the amount of \$7,287.51 for Builder Solutions, Inc. to modify the Hybrid Beacon System at the intersection of West and Solano Streets to solar for the West Street School Connectivity Project.

Presented by City Engineer Robin Kampmann, PE. who stated the reason for the additional cost is because PG&E initially stated they would allow the City to tie into the circuit at the nearest street but are now requiring the City to install a separate service meter for the lighted crosswalk. This would require trenching through the existing sidewalk and asphalt to the nearest alleyway. To adapt the Beacon System to solar would avoid much higher costs and the additional time to install a separate service line as required by PG&E.

Councilor Demo moved to approve Change Order #5 in the amount of \$7,287.51 for Builders Solutions, Inc. to modify the Hybrid Beacon System at the Intersection of West and Solano Streets to solar for the West Street School Connectivity Project. Councilor Valerio seconded the motion. **Snow, Demo, Valerio. Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

16. Approve Task Order No. 6 under Engineering Contract 2018-07 for the 2023/2024 Street Projects on Almond and Fig Streets in the amount of \$37,953 to NorthStar Engineering for City Engineer/Surveyor services.

Presented by City Engineer Robin Kampmann who stated that the proposed Task Order #6 is for engineering/surveyor services for the Street Project on Almond and Fig Street. She then outlined the services to be performed, the project timeline, and concluding stating it is planned to be completed prior to the start of the next school year.

Councilor Hargens moved to approve Task Order #6 to NorthStar Engineering in the amount of \$37,953 for Professional Services for engineering/survey services under Engineering Services Contract 2018-07 and authorize the City Manager to sign the Task Order authorization. Councilor Valerio seconded the motion. **Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

17. Approve General Fund Budget Transfer in the amount of \$40,000 from line-item Post Storm Exps. to Street Projects.

Presented by City Manager Brant Mesker who explained the reason for the requested transfer of \$40,000 to the General Fund to the Street Improvement Projects is to enable the City to meet our Maintenance of Effort as required by SB-1 and remain eligible for an allocation or apportionment of funds pursuant to Gov't Code Section 2032.

Councilor Demo moved to authorize the Transfer of General Funds in the amount of \$40,000 from line-item "Post Storms EXPS" to Street Projects 001-9287-3001. Councilor Valerio seconded the motion. **Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

18. Review and provide staff direction regarding Blue Shield Soft Enrollment and Align Open Enrollment Periods.

City Manager Brant Mesker presented a proposal to align the Open Enrollment Periods for employee health insurance enrollment.

By consensus of the City Council, direction was provided to take the proposed actions necessary to align the open enrollment periods.

19. Review and approve the 2024/2025 City of Corning Capital Improvement Program (CIP) and Measure A Funding Priorities for Service.

Presented by City Manager Brant Mesker who provided the following proposed Measure A Funding Allocations for discussion and consideration:

FY 2024/25 Measure A Funding Priorities	
Dispatch General Fund Contribution	350,000
Fire Reserve Fund	532,120
Police Reserve Fund	205,469
Public Works Reserve Fund	95,344
Taser and Body Camera Lease/Purchases	31,140
Clark Park Parking Lot	324,000
Total Measure A Funding	1,538,073

He then presented the following prioritized projects for inclusion in the fiscal year 2024/25 Budget:

FY 2024/2025 General Fund Funding Priorities	
General City CIP Depreciation Expense for future replacement of Finance Software, and City Server	12,915
Library Restroom Remodel	80,000
Parks Equipment/Special Projects and Renovation	102,500
Total General Fund Priorities	262,415

By consensus of the City Council, they would like to add repairs and the possible installation of a stop sign on Tehama Street.

City Manager Mesker stated that the 2024/25 Budget is planned to be introduced at the first meeting in June. Councilor Hargens requested a status update on the previously approved fencing installation around the basketball court at Northside Park.

With no further discussion, Councilor Hargens moved to approve the Fiscal Year 2024/2025 Capital Improvement Priorities with the inclusion of repairs and possible stop sign installation on Tehama Street as an additional priority. Councilor Valerio seconded the motion. **Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None.

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

Demo: Announced that he missed the Senior Center Board Meeting yesterday.

Lomeli: Announced that she had no meetings.

Hargens: Announced that she had attended the Tehama County Landfill Agency Meeting and thanked the Chamber of Commerce and City Staff for the hard work done on the most recent Tuesday Night Market.

Valerio: Announced the upcoming Chamber of Commerce Annual Golf Tournament at Rolling Hills Casino's "The Links" to be held on May 18th stating that they need teams to play. He also announced the upcoming event "Corning Around the World" that will take place on June 15th.

Snow: None.

N. ADJOURNMENT: 8:02pm

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: May 22, 2024

SUBJECT: Cash Disbursement Detail Report for the
Tuesday May 28, 2024 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 05-21-24	\$	98,008.56
B.	Payroll Disbursements	Ending 05-16-24	\$	83,994.32

GRAND TOTAL \$ 182,002.88

REPORT.: May 22 24 Wednesday
 RUN...: May 22 24 Time: 15:53
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-24 thru 05-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037110	05/09/24	WAD02	WYATT WADE	34.64	WW 240506	REIMBURSEMENT LIFE GUARD CERT & TEST-POOL
037111	05/09/24	WAR05	WARREN, DANA KARL	137.75	240509	REC INSTRUCTOR-REC
037112	05/10/24	CHA06	CHAMBERLIN, JACOB	90.18	JC240506	Reimbursement Lifeguard Cert-Pool
037113	05/13/24	MOS03	MOSHER, JEREMY STEVEN	187.65	240513	PANT REIMBURSEMENT-PW ADMIN (ALL 5 FOR 2024)
037114	05/13/24	HAN04	HANSEL, JULIE	540.30	20240513	TRAINING/ED-ACO
037115	05/14/24	AME06	AMERICAN RIVER COLLEGE	128.00	20240514	Training/Education-ACO
037116	05/14/24	BDI00	BDI	13.94	950372829	Material/Supplies-
037117	05/14/24	BIG02	BIG VALLEY SANITATION, IN	125.00	132395	Bldg Maint- Senior Center
037118	05/14/24	BUI01	BUILDER SOLUTIONS, INC.	30018.11	10-0	Construction ATP-Olive View Project Retention
037119	05/14/24	BUR08	BURNETT, KAREN S.	210.00	240519	Rec Instructor-Rec
037120	05/14/24	COM06	COMCAST	26.56	240509	Communications-PW Admin
037121	05/14/24	DEP12	DEPT OF JUSTICE	498.00	731355	Professional Services-Police
037122	05/14/24	EWI00	EWING	728.54	22235880	Landscape Maint-Parks
037123	05/14/24	GRA02	GRAINGER, W.W., INC	65.36	115136922	Bldg Maint-Parks
				135.93	115136930	Bldg Maint-Parks
			Check Total.....:	201.29		
037124	05/14/24	JAC03	JACKSON, LINDSEY	212.50	240512	Rec Instructor-Rec
037125	05/14/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240359528	Prof Svcs- Water
				102.03	240359728	Prof Svcs- Water
				385.87	240369628	Prof Svcs-Water
			Check Total.....:	722.46		
037126	05/14/24	PAP00	PAPE MACHINERY INC.	390.60	15277659	Equipment Maintenance-
037127	05/14/24	PGE01	PG&E	3446.71	240508	Electricity-
037128	05/14/24	REY01	REYNOLDS, DONALD C.P.A	2550.00	30117	Prof Svcs-Finance
037129	05/14/24	SEI01	SEILER, ROY R., CPA	2592.00	30588	ProfServices Finance Dept
037130	05/14/24	SON03	SONGRAY MACHINERY, LLC	287.57	PS0131714	Equip Maint-
037131	05/14/24	UBE00	UBEO WEST LLC	327.21	4493137	Equip maint-Dipatch
037132	05/14/24	VER02	VERIZON WIRELESS	228.06	963040831	Prop 30- MDC
037133	05/14/24	WEB02	WEBSTER, WAYNE C.	120.00	240511	Rec Instructor-Rec
037134	05/15/24	GRE01	GREEN WASTE OP TEHAMA	215.91	9155	PROF SVCS-POLICE
037135	05/15/24	PAY01	PAYGOV.US LLC	2992.06	1385	BANKG/FEES/CHRG-FINANCE
037136	05/15/24	RED00	RED BLUFF DAILY NEWS	126.52	006827143	PRINT/ADVERT-CITY CLERK
				120.56	006827306	PRINT/ADVERT-CITY CLERK
				107.65	006827308	PRINT ADVERT-CITY CLERK
			Check Total.....:	354.73		
037137	05/15/24	SCH01	LES SCHWAB TIRE CENTER	65.00	00508455	VEH OP/MAINT-POLICE
037138	05/15/24	SCP00	SCP DISTRIBUTORS LLC	2238.95	SN115394	MAT & SUPPLIES-POOL
				64.98	SN115470	MAT & SUPPLIES-POOL
				-180.00	SN115595C	MAT & SUPPLIES-POOL
				2155.94	SN115790	MAT & SUPPLIES-WTR
				-480.00	SN116099C	MAT & SUPPLIES-WTR
			Check Total.....:	3799.87		
037139	05/15/24	VAL14	VALLEY COUNTER TOPS	2680.00	604	PD REMODEL-POLICE
037140	05/16/24	PLA06	PLACEWORKS, INC.	8666.19	83371	PROF SVCS-PLANNING
037141	05/16/24	ROD10	RODRIGUEZ, JESENIA	1350.00	240515	REC INSTRUCTOR-REC (COORDINATOR)
037142	05/17/24	ATT13	AT&T	723.89	240511	COMMUNICATIONS-DISPATCH
037143	05/17/24	GRA02	GRAINGER, W.W., INC	798.98	912198596	MAT & SUPPLIES-PARKS
037144	05/17/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240381628	PROF SVCS-WTR DEPT
037145	05/17/24	PGE09	PG&E	236.32	240515	ELECT-STONEFOX L&L-Z1, D2
037146	05/17/24	PGE2A	PG&E	56.26	240515	ELECT-BLUE HERON CT
037147	05/17/24	RED21	RED HAT FIRE PROTECTION	983.00	RH5098	SMALL TOOLS-POLICE

REPORT : May 22 24 Wednesday
 RUN : May 22 24 Time: 15:53
 Run By : LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-24 thru 05-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037147	05/17/24	RBD21	RED HAT FIRE PROTECTION	290.00 2249.00	RH5099 RH5100	CERT OF EXTING/FIRE DEPT-BLD MAINT MAT & SUPPLIES-
			Check Total.....	3522.00		
037148	05/17/24	SHN00	SHN CONSULTING ENGINEERS	826.25	121133	PROF SVCS-PLANNING
037149	05/17/24	VAL11	VALLEY PACIFIC PETROLEUM	1532.55 1888.79 447.54	24-760757 24-760758 24-760759	MAT & SUPPLIES- VEH OP/MAINT- VEH OP/MAINT-FIRE
			Check Total.....	3868.88		
037150	05/17/24	WAL02	WALKER PRINTING	198.41	44675	PRINTING/ADVERT-DISPATCH
037151	05/20/24	ASB00	ASBURY ENVIRONMENTAL SERV	100.00	01070487	MAT & SUPPLIES-MECH MAINT
037152	05/20/24	FED01	FEDERAL EXPRESS	15.86	850286086	MAT & SUPPLIES-PARKS
037153	05/20/24	GRA02	GRAINGER, W.W., INC	69.25 154.57	912305170 912315767	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
			Check Total.....	223.82		
037154	05/20/24	GRE06	GREG'S HEATING & A/C	325.00	26203	BLD MAINT-BLD MAINT
037155	05/20/24	HUN03	HUNTERS SERVICES INC.	958.33 958.33	347840 350015	PEST & WEED/TREE SPRAYING- PEST & WEED/TREE SPRAYING-
			Check Total.....	1916.66		
037156	05/20/24	LAC01	LACY, CLINT	375.00	240518	REC INSTRUCTOR-REC
037157	05/20/24	LEP01	LEPEILBET, ADREANNA R.	70.35	240520	REIMBURSMENT LIFEGUARD CERT-POOL
037158	05/20/24	MCC05	MCCURDY'S TRUCK REPAIR, I	408.83	25480	VEH OP/MAINT-
037159	05/20/24	PGE2B	PG&E	365.80	8298055-8	SOLAR-WWTP
037160	05/20/24	QUI02	QUILL CORPORATION	43.09 75.41	38563953 38587171	EQUIP MAINT-FIRE DISPATCH OFFICE SUPPLIES-FIRE
			Check Total.....	118.50		
037161	05/20/24	MAL00	MALDONADO, NATALIA MARIA	156.25	240515	REC INSTRUCTOR-REC (LIL ATHLETES CLASS)
037162	05/21/24	ANG00	ANGEL ARMOR, LLC	4443.72	INV9588	SAFETY ITEMS-POLICE
037163	05/21/24	COM01	COMPUTER LOGISTICS, INC	3720.00	85156	EQUIP MAINT-
037164	05/21/24	GRA02	GRAINGER, W.W., INC	90.30	912547826	MAT & SUPPLIES-BLD MAINT
037165	05/21/24	PEN01	PENDERGRAFT, JAMES CURTIS	61.08	240521	TRAINING/ED-WTR
037166	05/21/24	RAD02	THE RADAR SHOP	658.00	15593	SMALL TOOLS-POLICE
037167	05/21/24	REY01	REYNOLDS, DONALD C.P.A	5000.00	30163	PROF SVCS-FINANCE (FY 22/23)
037168	05/21/24	ROJ00	ROJAS, IVAN	90.00 90.00	240505 240519	REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....	180.00		
037169	05/21/24	ROO02	ROOD & ASSOCIATES	3200.00	004-004	RUNWAY REHABILITATION-AIRPORT
037170	05/21/24	SCP00	SCP DISTRIBUTORS LLC	2541.03 -88.02 -450.00	SN116413 SN116547C SN116548C	MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL
			Check Total.....	2003.01		
037171	05/21/24	SON03	SONSRAY MACHINERY, LLC	143.07	PSO133232	EQUIP MAINT-
037172	05/21/24	TEH00	TEHAMA COUNTY SOLID WASTE	26.93	02.15.241	PROF SVCS-POLICE
			Cash Account Total.....	98008.56		
			Total Disbursements.....	98008.56		
			Cash Account Total.....	.00		

REPORT.: May 22 24 Wednesday
 RUN...: May 22 24 Time: 15:53
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 05-24 thru 05-24 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14439	05/16/24	BAN03	POLICE OFFICER ASSOC.	225.00	C40515	POLICE OFFICER ASSOC
14440	05/16/24	EDD01	EMPLOYMENT DEVELOPMENT	5667.36	C40515	STATE INCOME TAX
				1631.80	1C40515	SDI
				456.96	2C40515	STATE INCOME TAX
				151.07	3C40515	SDI
			Check Total.....:	7907.19		
14441	05/16/24	FED00	FEDERAL PAYROLL TAXES (BF	15094.85	C40515	FEDERAL INCOME TAX
				18476.38	1C40515	FICA
				4321.12	2C40515	MEDICARE
				917.27	3C40515	FEDERAL INCOME TAX
				1702.96	4C40515	FICA
				398.26	5C40515	MEDICARE
			Check Total.....:	40910.84		
14442	05/16/24	MIS03	MISSIONSQUARE - PLAN#3020	592.99	C40515	MISSIONSQUARE 457
				122.50	1C40515	MISSIONSQUARE 457 ER
			Check Total.....:	715.49		
14443	05/16/24	PERS1	PUBLIC EMPLOYEES RETIRE	28102.68	C40515	PERS PAYROLL REMITTANCE
				.00	1C40515	PERS PAYROLL REMITTANCE
			Check Total.....:	28102.68		
14444	05/16/24	PERS4	Cal Pers 457 Def. Comp	2558.08	C40515	PERS DEF. COMP.
				467.50	1C40515	PERS DEF. COMP. ER P
			Check Total.....:	3025.58		
14445	05/16/24	VAL06	VALIC	2837.54	C40515	AIG VALIC P TAX
				270.00	1C40515	AIG VALIC P TAX ER P
			Check Total.....:	3107.54		
			Cash Account Total.....:	83994.32		
			Total Disbursements.....:	83994.32		

Date...: May 22, 2024
Time...: 3:46 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTPMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
COX STRATEGIC SERVIC		LLC DBA: COX BUSINESS ATLANTA, GA 19808	TELEPHONE SERVICES FOR COMMERCIAL CUSTOM	05/21/24
DANIELS ROOFING	2035	STONYBROOK DRIVE RED BLUFF, CA 96080	ROOFING	05/10/24
JUSTINE REDDISH PHOT	915	TEHAMA ST CORNING, CA 96021	PHOTOGRAPHER-TAKES, EDITS & DELIVERS PHO	05/15/24
PYRAMID ROOFING	25267	ORANGE ST LOS MOLINOS, CA 96055	ROOFING	05/13/24
VELASCO'S ELECTRICAL	1705	HALDEN WAY MODESTO, CA 95350	SOLAR & ESS INSTALLATION	05/16/24
WHISKEY AND WATERS	428	MARGUERITE AVE CORNING, CA 96021	MOBILE BARTENDING SERVICE FOR PARTIES/EV	05/17/24

ITEM NO: G-5
**ACCEPT CODY LAMB'S RESIGNATION
AS CITY REPRESENTATIVE ON THE
TEHAMA COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT
GROUNDWATER COMMISSION AND
APPROVE RECOMMENDATION FOR
APPOINTMENT OF MARTIN SPANNAUS
TO SERVE AS CITY'S REPRESENTATIVE
ON THIS COMMISSION**

May 28, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: ROBERT SNOW, MAYOR
LISA M. LINNET, CITY CLERK

SUMMARY:

Cody Lamb was appointed to take the place of former City Manager Kristina Miller as the City's appointed representative on the Tehama County Flood Control & Water Conservation District Groundwater Commission on June 27, 2023. Mr. Lamb has submitted notification that he would like to resign this appointment at this time. In response to an application received from Martin Spannaus, Mayor Snow now recommends the appointment of Martin Spannaus to serve as the City's representative on this Commission.

BACKGROUND:

The Mayor makes unilateral appointments to various local Commissions and Committees subject to Council approval or disapproval. Mayor Snow now offers for City Council discussion and action the recommendation of Martin Spannaus as the City's representative to the Tehama County Flood Control & Water Conservation District Groundwater Commission. Mr. Spannaus has voiced his willingness to represent the City on this Commission and City Clerk Lisa Linnet has confirmed with Nichole Bethuren of Tehama County Flood Control & Water Conservation District Groundwater Commission that the City can choose their representative. Their next meeting is June 26th.

RECOMMENDATION:

**MAYOR AND COUNCIL ACCEPT RESIGNATION OF CODY LAMB AND
APPOINT MARTIN SPANNAUS TO SERVE AS THE CITY'S REPRESENTATIVE ON
THE TEHAMA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
GROUNDWATER COMMISSION EFFECTIVE IMMEDIATELY.**

Brant Mesker

From: Cody Lamb <codylamb613@yahoo.com>
Sent: Tuesday, May 7, 2024 4:48 PM
To: Brant Mesker
Subject: Ground Water Commission Appointment

RECEIVED

MAY 07 2024

CORNING CITY CLERK


Brant

I would like to start by thanking the Corning City Council for the appointment to the Tehama County Groundwater Commission. However I would like to vacate my seat on the commission. With recent changes to the by laws of the Ground Water Commission, and scheduling conflicts, I do not feel that I am serving the seat to its fullest potential. I have listed a couple of good candidates, that have attended meetings of the Ground Water Commission, and various other entities related to ground water such as: Tehama County Flood Control District, CSAB, and the Corning GSA. All three of these candidates are well versed in ground water and have civic service back grounds. They would all be able to step in and be up to date with the current situations.

- 1- Toni Turri
- 2- Matt Biagi
- 3- Martin Spannus

Cody Lamb
Lamb Unlimited General Engineering
(530)518-9082
codylamb613@yahoo.com

ITEM NO: J-6
APPROVE AGREEMENT FOR
CITY ATTORNEY LEGAL
SERVICES FOR A THREE (3)
YEAR TERM STARTING JUNE 1,
2024 AND ENDING JUNE 1, 2027
May 28, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: BRANT MESKER, CITY MANAGER 
COLLIN BOGENER, CITY ATTORNEY

BACKGROUND:

Since June 2018, City Attorney services have been provided by Collin Bogener of the law firm of Moore and Bogener. City staff are very pleased with the services provided by Moore and Bogener in terms of professionalism and timeliness.

DISCUSSION:

Proposed contract costs are limited to and consist of:

- Monthly compensation cost of \$6,000 (an increase of \$500/mo., not increased since 2018);
- Monthly administrative expenses of \$40 (for telephone, stationary, computer research costs, etc.); and
- Litigation fee of \$150 per hour (litigation is defined as any work requiring the attorney of Moore and Bogener to seek, defend, or otherwise participate in the Court issuing a decision, order, or judgement, including, but not limited, to trial court judgement jury trial judgement, warrant, Pitchess motion, and/or injunctive relief).
- Reimbursement of lodging, meals, and other out of pocket expenses incurred during travel on City business as authorized, and continuing education classes/events.

FISCAL IMPACTS:

If this recommendation is approved by the City Council, the City will pay a total of:

- \$6,000 per month (\$72,000 per year) as monthly compensation (a change of \$500/mo. from the current contract signed in 2019,);
- \$40 per month (\$480 per year) as monthly compensation for administrative expenses (this is not a change from the current contract signed in 2019).
- \$150/hr. for litigation (this is not a change from the current contract signed in 2019).

RECOMMENDATION:

MAYOR AND COUNCIL MOVE TO:

- **APPROVE THE PROPOSED AGREEMENT WITH THE LAW FIRM OF MOORE & BOGENER AS CORNING'S CITY ATTORNEY FOR A PERIOD OF TIME BEGINNING JUNE 1, 2024 THROUGH JUNE 1, 2027, AND**
- **AUTHORIZE THE AGREEMENT TO BE SIGNED BY THE CITY MANAGER ON BEHALF OF THE CITY.**

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

THIS AGREEMENT, made and entered into this 1st day of June, 2024, is by and between the City of Corning, hereinafter referred to as "**CITY**" and MOORE & BOGENER, a law corporation, hereinafter referred to as "**MOORE & BOGENER**".

RECITALS

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

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

WHEREAS, **MOORE & BOGENER** is willing to provide the primary legal services required by **CITY** (other than services requiring outside specialized counsel);

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

SERVICES:

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

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

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

WORK DAYS AND HOURS:

As legal needs are presented, **MOORE & BOGENER** will work on projects for the City of Corning and such work will be performed at various locations in City Hall, in **MOORE & BOGENER**'s private offices, in court as required and in other locations appropriate to the tasks being performed. **MOORE & BOGENER** will use best efforts to be available on a daily basis throughout the work week to respond to legal issues as they arise.

The actual amount of time required will vary from time to time depending on the projects and assignments which arise.

REPORTING RELATIONSHIP:

MOORE & BOGENER shall report directly to the City Council.

COMPENSATION:

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

Compensation: **MOORE & BOGENER** will be paid the following amounts: **\$6000.00** as monthly compensation; and **\$40.00** for administrative expenses (set forth below) monthly; and **\$150.00** per hour for litigation time. Litigation is defined as any work requiring the attorneys of **MOORE & BOGENER** to seek, defend, or otherwise participate in the Court issuing a decision, order, or judgment, including, but not limited to, trial court judgment, jury trial judgment, warrant, Pitchess motion, and/or injunctive relief.

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

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

Retirement: **MOORE & BOGENER** shall not receive PERS entitlements or other retirement benefits.

REIMBURSEMENT OF EXPENSES:

MOORE & BOGENER shall be entitled to the same reimbursement for lodging, meals and other out-of-pocket expenses incurred during travel on **CITY** business as authorized for employees of the **CITY** while traveling on **CITY** business. **CITY** will reimburse the **MOORE & BOGENER** the sum of \$40.00 per month for administrative expenses (telephone, stationary, computer research costs, etc.) incurred on behalf of **CITY**. **MOORE & BOGENER** shall be entitled to attend at **CITY** expense continuing education classes and events subject to whatever budget constraints are in place annually.

TERM:

This agreement shall be for a period of time beginning on **June 1, 2024** and ending on **June 1, 2027** and **extends automatically from fiscal year to year** thereafter on the same terms and conditions as in the last fiscal year included above unless either party provides the other with notice of termination or a requested adjustment. Either party may terminate this Agreement at- will by providing the other party not less than sixty (60) calendar days written notice of termination. The termination shall become effective upon the 60 later designated day following delivery of written notice thereof. **MOORE & BOGENER** shall be compensated for all services performed to the effective date of termination.

PERFORMANCE STANDARDS:

MOORE & BOGENER agree that they will at all times faithfully, industriously, and to the best of their ability, experience, and talent, perform all of the duties and functions that may be required of or from them pursuant to all terms of this Agreement in a manner

reasonably satisfactory to the CITY, and in accordance with the standards reasonably expected of professional persons so engaged.

MALPRACTICE INSURANCE:

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

ATTORNEY AS INDEPENDENT CONTRACTOR:

It is understood that **MOORE & BOGENER** is an independent contractor and not an employee of CITY. It is understood that **MOORE & BOGENER** is an Independent Contractor. **MOORE & BOGENER** maintains an office separate from the CITY and is entitled to perform legal services for other clients in addition to CITY. CITY does not specify or control how **MOORE & BOGENER** is to work but does approve or disapprove the final work product requested of **MOORE & BOGENER**. CITY and **MOORE & BOGENER** agree that, in executing its responsibilities under this Agreement, (1) **MOORE & BOGENER** is free from the control and direction of CITY in connection with the performance of the work, both under this contract and the work in fact; (2) **MOORE & BOGENER** performs work that is generally outside the CITY'S business operations; and (3) **MOORE & BOGENER** is customarily engaged in this independently established trade.

ENTIRE AGREEMENT; MODIFICATION:

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

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

CITY OF CORNING

MOORE & BOGENER

Mayor, Robert Snow

Collin M. Bogener, President

**ITEM NO.: J-7
APPROVE AGREEMENT IN THE AMOUNT OF
\$12,433.03 WITH CORNING CARPET STORE
FOR REMOVAL / REPLACEMENT OF
FLOORING IN THE CITY COUNCIL
CHAMBERS AND KITCHEN AND AUTHORIZE
THE CITY MANAGER TO EXECUTE THE
CONTRACT**

May 28, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER 
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR 

SUMMARY:

On Wednesday, May 22, 2024, the City received no responsive bids for the removal and replacement of the existing carpet and vinyl flooring in the City Council Chambers and Kitchen.

Under City Municipal Code 15.32.010 – Contract Procedures; the City of Corning elected to adopt the California Uniform Construction Cost Accounting Policies and Procedures Manual of which Section 22038 states that:

"If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account or negotiated contract without further complying with this article."

Since no bids were received, Staff contacted the Corning Carpet Store to see if they were interested in the proposed work and obtain a bid proposal to complete the proposed work. Corning Carpet Store provided a proposal of \$12,433.03 to complete the proposed work which involves removal of existing carpet and sheet vinyl in the City Council Chambers and Kitchen, and the installation of carpet tiles and commercial sheet vinyl.

Staff recommends awarding the following:

- > Award the Council Chambers and City Hall Kitchen Flooring Project to Corning Carpet in the amount of \$12,433.03; and
- > Authorize the City Manager to execute the Contract and Change Orders not to exceed 10% of the overall contract price.

BACKGROUND:

The City recognized the need for the removal and replacement of the flooring in the Council Chambers and City Hall Kitchen as the existing flooring has been damaged over time. Due to this, the City requested bid proposals from five local flooring companies to perform the work.

FINANCIAL:

During the fiscal year 2023/2024 budgeting process, \$50,000 was approved for the removal and replacement of the flooring in the City Council Chambers and City Hall Kitchen. The proposed agreement with Corning Carpet Store in the amount of \$12,433.03 will not exceed this budgeted amount.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE:

- **APPROVE THE AGREEMENT WITH CORNING CARPET REMOVAL AND REPLACEMENT OF THE COUNCIL CHAMBERS AND CITY HALL KITCHEN FLOORING IN THE AMOUNT OF \$12,433.03; AND**
- **AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS NOT TO EXCEED 10% OF THE OVERALL CONTRACT PRICE; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.**



AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of this _____ day of _____, **2024** by and between the City of Corning, a Municipal Corporation, hereinafter referred to as “City” and **Corning Carpet** hereinafter referred to as “Contractor”. It is hereby agreed by and between the parties that Contractor shall improve the Council Chambers and City Hall Kitchen Flooring for the City, as hereinafter more particularly described hereafter.

1. CONTRACTOR’S OBLIGATION:

- a. Contractor shall, safely perform the removal of the existing flooring and install of new flooring in the Council Chambers and City Hall Kitchen. Such improvement shall be done safely and in a workmanlike manner with the materials approved and as indicated herein. Location and improvements are as described on the **Invitation to Bidders** attached hereto and incorporated by this reference. The City reserves unto itself the right to reject any or all performance hereunder and to require touchup and/or follow-up services to the City’s satisfaction and without further compensation.
- b. Contractor shall, during the term of this Contract, maintain a valid City of Corning Business License.
- c. Contractor must, at all times during the term of this contract, be a state-licensed contractor in the following categories throughout the term of this agreement: C-15 – Flooring and Floor Covering.
- d. Contractor must complete the scope of work prior to the end of the fiscal year June 30, 2024.

2. COMPENSATION / TERM:

For those services as outlined in the **Invitation to Bidders**

- a. hereto the City shall pay to Contractor the sum of **\$ 12,433.03** unless terminated under Section 3.
- b. City will pay Contractor, upon completion of the project. However, should the performance not be satisfactory as determined by the Public Works Director, as hereinafter specified, the City may retain and use such funds as the Public Works Director deems appropriate for purposes of ensuring proper performance and/or hiring other general engineering companies to complete to the City’s satisfaction the contract.

3. TERMINATION:

Should contractor fail to perform satisfactorily as herein set forth, City reserves to itself the right to cancel any remaining portion of said contract upon thirty days written notice to Contractor, by notice in writing provided to Contractor at his usual place of business. Should Contractor breach any of the terms and conditions of this contract, or violate any laws, especially those relative to negligent behavior that puts the public at risk, the City reserves unto itself the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, upon thirty days written notice, and pay contractor such amounts as he may then be entitled to on a pro-rata basis (pro-rated according to amount of work satisfactorily completed).



4. PAYMENTS:

The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by him.

5. SUSPENSION OF WORK:

The Public Works Director shall have authority to suspend the work wholly or in part for such period as he may deem necessary to investigate complaints regarding improper or unsafe use of equipment.

6. AUTHORITY OF DIRECTOR OF PUBLIC WORKS:

The Public Works Director shall be the City's representative in deciding any and all questions that may arise as to the quality or acceptability of the work performed, all questions that arise as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation. The City Manager also is authorized to act as the City's representative at any time with respect to this agreement. Contractor is an independent contractor; therefore the City will not be supervising the work performed or directing Contractor how to do his work but will be expecting the Contractor to perform all work agreed upon in a safe and professional manner according to the terms of this agreement.

7. LAWS TO BE OBSERVED:

The Contractor shall keep himself fully informed of all State, Federal and Municipal Ordinances and/or regulations of the City of Corning which in any manner affect those engaged in or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor must comply with all provisions of the Immigration Reform and Control Act and of the California Labor Code which includes the requirements of the prevailing wage laws and the obligation to register with the Department of Industrial Relations.

8. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons in this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. Violation of this section shall subject Contractor to penalties referenced in **Section 1735** of the **Labor Code**.

9. RESPONSIBILITY FOR DAMAGES:

Neither the City of Corning, the City Council, nor the City Staff, shall be responsible or accountable in any manner for any loss or damage that may happen during the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause whatsoever.

10. LIABILITY INSURANCE:

The Contractor shall secure and maintain in full force and effect, during the term of this agreement and for one year thereafter, a valid comprehensive public liability and property damage insurance policy listing the City as additional insured in the following amounts:



- a. \$2,000,000.00 for death or injury to any person arising out of any incident or accident;
- b. \$50,000.00 for property damage arising out of any one incident or accident.

11. WORKMAN'S COMPENSATION INSURANCE:

Contractor at all times shall keep fully insured, at his own expense, all persons employed by him in connection with this **Agreement** as required by Workman's Compensation and Insurance (California Labor Code Section 3200 et seq.), and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any of the employees of the Contractor who are injured while performing at work any labor necessary to carry out the provisions of this agreement.

12. CERTIFICATION OF INSURANCE AND CANCELLATION THEREOF:

The Contractor shall keep on file with the City a Certificate of Insurance duly executed by the Contractor's insurance carrier or carriers, which shall serve as evidence of the continued existence of said insurance policies. The Contractor's insurance carriers shall be required to give the City thirty (30) days written notice prior to the cancellation of the Contractor's Insurance.

13. INDEMNITY, DEFENSE AND HOLD HARMLESS:

The Contractor shall indemnify, defend and save harmless the City of Corning, the City Council, and the City Staff from any suits, claims, liability, loss, damages, fines, penalties, settlements or actions brought by any person or entity for, or on account of, any injuries or damage arising from, or related to in any way, the work performed, or not performed, as set forth in this contract no matter how removed. The City may retain so much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

Any defense obligation arising from this contract requires retention of qualified legal counsel of no less than five years of experience in the area of contract litigation.

14. ACCIDENTS:

The Contractor shall provide at the site of the project such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the city all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the job site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported to the City immediately by telephone or messenger.

15. SAFETY:

In accordance with generally accepted practices, the Contractor will be solely and completely responsible for the conditions of the job site(s), including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.



17. CONTRACTOR AGREEMENT:

Contractor agrees to perform the services between the hours of 7:00 a.m., and 6:00 p.m., on any day.

18. RENEWAL OF CONTRACT:

Upon agreement of both parties and satisfaction of any legal requirements to solicit other bids, this contract may be extended from year to year or for an additional term of years upon such terms as are acceptable to both City and Contractor.

19. NON-EMPLOYEE STATUS:

Contractor agrees and affirms that nothing in this agreement causes or creates an employer/employee relationship between City and Contractor.

CITY OF CORNING:

APPROVED AS TO FORM:

**Brant Mesker,
City Manager**

**Collin Bogener
City Attorney**

Date

Date

CONTRACTOR:

By (signature)

Contractor

By and Title (printed)

Date

Address

E-Mail Address

Telephone Number