



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, AUGUST 13, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 6:00 p.m.

B. ROLL CALL:

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

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. REGULAR AGENDA:

1. Conference with Legal Counsel – Existing Litigation (§ 54956.9)
Name of Case: Fountain v. City of Corning, Case No.24CI-000071
2. Public Employment (§ 54957) – City Manager

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 13, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. 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 rordaz@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 Councilor Hargens.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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 July 23, 2024 Regular City Council Meeting with any necessary corrections.
3. August 8, 2024 Claim Warrant in the amount of \$ 593,140.33.
4. August 8, 2024 Business License Report.
5. July 2024 Wages & Salaries: \$425,136.01.
6. July 2024 Treasurer's Report.
7. July 2024 Building Permit Valuation Report in the amount of \$340,980.
8. July 2024 City of Corning Wastewater Operations Summary Report.
9. Authorize the Public Works Department to declare equipment surplus and dispose of the items listed in the best interest of the city.
10. Accept resignation of Library Commissioner Sandy Sehorn effective January 1, 2024.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

11. Public Hearing: Adopt proposed Resolution 08-13-2024-01 setting two (2) annual City of Corning water rate increases of 10% per year beginning September 1, 2024 and subsequently on July 1, 2025.
12. Public Hearing: Adopt proposed Resolution 08-13-2024-02 setting two (2) annual City of Corning sewer rate increases of 5% per year beginning September 1, 2024 and subsequently on July 1, 2025.

J. REGULAR AGENDA:

13. Provide direction on Solar Project with Cenergy Power at the City's vacant property adjacent to the Wastewater Treatment Plant (WWTP).
14. Approve Plans & Specifications and authorize Staff to solicit Bids for the 2024 Almond and Fig Street Rehabilitation Project.
15. Approve agreement with the Paskenta Bank of Nomlaki Indians for continuation of grant funds for the youth recreation and enrichment program.
16. Consideration of changing the City Council & Planning Commission meeting times.

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:

Lomeli:

Hargens:

Valerio:

Snow:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

N. ADJOURNMENT:

POSTED: FRIDAY, AUGUST 9, 2024



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 23, 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 except Councilor Valerio.

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

D. INVOCATION: Led by City Councilwoman Shelly Hargens.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

Presentations were made to retiring City Clerk Lisa Linnet by City Manager Brant Mesker on behalf of the City, Police Chief Craig Bassett, and Councilwoman Lisa Lomeli.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

An audience member asked about information and circumstances relating to the closure of Shabby Mining Co. Mayor Snow suggested that they come into City Hall and speak with the City Manager and Staff.

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 following meetings with any necessary corrections:**
 - a. July 9, 2024 Regular City Council Meeting; and**
 - b. July 16, 2024 Special City Council and Recreation Ad-Hoc Committee Public Meeting.**
- 3. July 18, 2024 Claim Warrant in the amount of \$754,596.91.**
- 4. July 18, 2024 Business License Report.**
- 5. Accept resignation from Recreation Commissioner Christine Fears.**
- 6. Accept Mayor Snow's recommendation of appointment of Stefano (Steve) Miraglia to the City's Recreation Commission to fill one of the two vacancies scheduled to expire on July 30, 2025.**

Councilor Hargens moved to approve Consent Items 1-6; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS:

- 7. Adopt Resolution 07-23-2024-01, a Resolution declaring intent to levy and collect annual assessment for the City of Corning Lighting and Landscape District 1, Zone 1 in the amount of \$63.08 per parcel.**

City Engineer Robin Kampmann presented the assessment information relating to each of the five (5) Zones within the Lighting and Landscape Districts. Councilor Hargens confirmed with the City Attorney that 51% of residents within the zone would need to protest to substantiate a denial vote.

The Public Hearing for all of the Zones was opened at: 6:42pm, with no discussion, the Hearing was closed at: 6:43pm

Councilor Demo moved approve to approve the Engineers Report that no increases are recommended and adopt Resolution 07-23-2024-01 setting the Fiscal Year 2024/2025 Assessment at \$63.08 per parcel for Landscaping and Lighting District 1, Zone 1. Councilor Lomeli seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

- 8. Adopt Resolution 07-23-2024-02, a Resolution declaring intent to levy and collect annual assessment for the City of Corning Lighting and Landscape District 1, Zone 2 in the amount of \$91.00 per parcel.**

Councilor Hargens moved to the Engineers Report that no increases are recommended and adopt Resolution 07-23-2024-02 setting the Fiscal Year 2024/2025 Assessment at \$91 per parcel for Landscaping and Lighting District 1, Zone 2. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

- 9. Adopt Resolution 07-23-2024-03, a Resolution declaring intent to levy and collect annual assessment for the City of Corning Lighting and Landscape District 1, Zone 3 in the amount of \$142.10 per parcel.**

Councilor Demo moved to the Engineers Report that no increases are recommended and adopt Resolution 07-23-2024-03 setting the Fiscal Year 2024/2025 Assessment at \$142.10 per parcel for Landscaping and Lighting District 1, Zone 3. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

- 10. Adopt Resolution 07-23-2024-04, a Resolution declaring intent to levy and collect annual assessment for the City of Corning Lighting and Landscape District 1, Zone 4 in the amount of \$4,772.90 per parcel.**

Councilor Hargens moved to the Engineers Report that no increases are recommended and adopt Resolution 07-23-2024-04 setting the Fiscal Year 2024/2025 Assessment at \$4,772.90 per parcel for Landscaping and Lighting District 1, Zone 4. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

- 11. Adopt Resolution 07-23-2024-05, a Resolution declaring intent to levy and collect annual assessment for the City of Corning Lighting and Landscape District 1, Zone 5 in the amount of \$128.00 per parcel.**

Councilor Demo moved to the Engineers Report that no increases are recommended and adopt Resolution 07-23-2024-05 setting the Fiscal Year 2024/2025 Assessment at \$128 per parcel for Landscaping and Lighting District 1, Zone 5. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

J. REGULAR AGENDA:

- 12. Accept resignation from City Clerk Lisa Linnet and appoint Reina "Rubi" Ordaz as interim City Clerk effective August 2, 2024.**

Presented by City Manager Brant Mesker who announced that City Clerk Lisa Linnet is retiring effective at close of business on Friday, August 2 2024. As a result, Mrs. Linnet submitted her resignation from the office of City Clerk on that same date/ City Attorney Collin Bogener clarified the options provided under Government Code § 36512 for filling this position.

Mayor Snow moved to accept resignation from City Clerk Lisa Linnet and approve the appointment of Reina "Rubi" Ordaz as interim City Clerk effective August 2, 2024; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

13. Approve the budgeted Police Department purchase of one 2024 F-150 Crew Cab Pickup from Corning Ford in the amount of \$49,900 for use by the Community Service Officers.

Presented by Police Chief Craig Bassett who stated that the actual amount following discussion with Corning Ford is \$48,400. Chief Bassett stated that funding for this vehicle was included and approved in the 2024/2025 Police Department Budget

Councilor Demo moved to approve and authorize the Police Department purchase of one 2024 F-150 Crew Cab Pickup in the amount of \$48,400 from Corning Ford; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent: Valerio. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Valerio absent.**

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: Reported on his attendance at the Tehama County Transportation Commission Meeting yesterday stating that ridership is up within the County with exception of the City of Corning. TRAX now goes to Orland and Shasta County. TRAX Bus Service is free; also available is PARATRAX for those with special needs to accommodate wheelchairs, etc.

Valerio: Absent

Hargens: Nothing

Lomeli: Nothing

Snow: Nothing

City Clerk Lisa Linnet announced that those interested in running for an elected City position in the next election (November 5, 2024), can now obtain, complete, and submit their papers to run for Mayor, City Council, City Clerk or City Treasure. All election documents must be completed, signatures obtained and submitted to the County Elections Department by 5:00pm on Friday, August 9th. If interested, please come in and see either myself or my Deputies, Monday – Friday from 8am to 5pm. Please do not wait until the last minute or you may not be able to obtain the required signatures, have documents submitted, and signatures validated by the cut off time/date to enable your eligibility to be placed on the ballot. Signatures must be validated by the County Elections Department to ensure that they are registered voters residing within the City Limits.

N. ADJOURNMENT: 7:05pm

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS & RUBI ORDAZ
ACCOUNTING TECHNICIAN

DATE: August 7, 2024

SUBJECT: Cash Disbursement Detail Report for the
Tuesday August 13, 2024 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 08-07-24	\$	447,290.58
B.	Payroll Disbursements	Ending 07-31-24	\$	145,849.75
		GRAND TOTAL	\$	<u>593,140.33</u>

REPORT.: Aug 07 24 Wednesday
 RUN....: Aug 07 24 Time: 15:03
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-24 thru 08-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037473	07/18/24	BIG03	BIG STATE INDUSTRIAL SUPP	128.65	1566736	Safety Items-Fire
037474	07/18/24	GRA02	GRAINGER, W.W., INC	147.37	185387520	Material/Supplies-Parks
037475	07/18/24	HUN03	HUNTERS SERVICES INC.	958.33	354117	Pest & Weed/Tree Spraying-
037476	07/18/24	JMB01	JMB OIL COMPANY	842.93	266142	Material/Supplies-Water
037477	07/18/24	JOH10	JOHNSON, PARKER PAYNE	897.87	240716	Training/Education-Fire
037478	07/18/24	JON02	ROBERT C. JONES INSURANCE	73093.00	20240710	Gen.Insurance General Cit
037479	07/18/24	VAL11	VALLEY PACIFIC PETROLEUM	1662.58 1481.66 235.64 85.53	24780507 24780508 24780509 24780510	Material/Supplies- Vehicle Op/Maint- Vehicle Op/Maint-Fire Vehicle Op/Maint-Bldg & Sfty
Check Total.....:				3465.41		
037480	07/19/24	AWA01	AWARDS COMPANY	150.45	4287	Mat & Supplies - City Council
037484	07/23/24	BDI00	BDI	55.32	503842340	Material/Supplies-Street
037485	07/23/24	DEP03	DEPT OF TRANS/CAL TRANS	650.15	25000253	Equip.Maint. St&Trf Light
037486	07/23/24	GRA02	GRAINGER, W.W., INC	184.91	185697779	Material/Supplies-Streets
037487	07/23/24	HOM03	HOME DEPOT	228.15	240721	Material/Supplies-Park
037488	07/23/24	IND05	INDEPENDENT BUSINESS FORM	655.09	43296	Printing/Adv.-Dispatch
037489	07/23/24	KNI00	KNIFE RIVER CONSTRUCTION	725.18	305199	A/C Citywide - Street
037490	07/23/24	LEA06	LEADS ONLINE PARENT LLC	6295.00	412250	Communications
037491	07/23/24	MEN07	MENDOZA, BENTLEY	450.00	240713	Rec Instructor-Rec
037492	07/23/24	PAC29	PACE ANALYTICAL SERVICES,	427.18 234.56	282405519 282405522	ProfServices Water Dept ProfServices Water Dept
Check Total.....:				661.74		
037493	07/23/24	PGE01	PG&E	52164.95	240711	Electricity General City
037494	07/23/24	PGE09	PG&E	233.65	240715	Elect- Stonefox L&L-z1, D2
037495	07/23/24	PGE2A	PG&E	55.08	240715	Elect - Blue Heron Ct
037496	07/23/24	SHN00	SHN CONSULTING ENGINEERS	955.00	121916	Prof Svcs - Planning
037497	07/23/24	ZEL00	ZELMA'S	150.45	4287	Material/Supplies-City Council
037500	07/24/24	COR12	CORNING FORD MERCURY, INC	48400.00	269859	Vehicle Replacement/Capital Impr.
037506	07/30/24	AQU00	AQUA-METRIC SALES COMPANY	357.83	NV0103008	Well Repairs - Wtr Cap Improv
037507	07/30/24	ARB00	ARBOR PROS LLC	41923.50	12421	Tree Pruning - Streets
037508	07/30/24	ATK04	ATKIN, LACEY	892.50	240730	Rec Instructor - Rec
037509	07/30/24	ATT02	AT&T	973.39	22048788	Communications-
037510	07/30/24	ATT15	AT&T MOBILITY	759.67	240719	Communications-
037511	07/30/24	BUT10	BUTTE COLLEGE	99.50	2644	Traing/Educ - ACO
037512	07/30/24	COM01	COMPUTER LOGISTICS, INC	3720.00	85346	Equip Maint.-
037513	07/30/24	COR08	CORNING LUMBER CO INC	145.52	240725	Mat/Supplies-
037514	07/30/24	COR11	CORNING SAFE & LOCK	26.94	9988	Mat & Supplies - Bld Maint
037515	07/30/24	COR2A	TERESA LAMB	75.00	38668	Mat & Supplies - Rec
037516	07/30/24	DHT00	DH TOOLS INC	81.62	242472792	Small Tools - Mech Maint
037517	07/30/24	FER02	FERGUSON WATERWORKS #1423	663.65 667.94 765.56	1862458 1863267 1862458-1	Material/Supplies - Sewr Material/Supplies - Water Material/Supplies - Water
Check Total.....:				2097.15		
037518	07/30/24	GON02	GONZALEZ JUMPERS & PARTY	189.00	240720	Slip n Slide - Christmas in July
037519	07/30/24	GOR00	GORDON TRUCK CENTERS, INC	363.08	631019627	Vehicle Op/Maint-
037520	07/30/24	GRA02	GRAINGER, W.W., INC	23.34	196105028	Material/Supplies - Streets
037521	07/30/24	HAN04	HANSEL, JULIE	120.12	270669	Uniforms/Clothing - Police
037522	07/30/24	HIN01	HINDERLITER, DE LLAMAS &	1341.64	SIN041130	ProfServices
037523	07/30/24	HUN03	HUNTERS SERVICES INC.	645.75	354168	Pest & Weed/Tree Spraying

REPORT.: Aug 07 24 Wednesday
 RUN...: Aug 07 24 Time: 15:03
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-24 thru 08-24 Bank Account.: 1020

PAGE: 002
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037524	07/30/24	KIN14	KINETICS ACADEMY OF DANCE	368.00	240721	Rec Instructor - Rec
037525	07/30/24	MEN07	MENDOZA, BENTLEY	150.00	240727	Rec Instructor - Rec
037526	07/30/24	NAP01	NAPA AUTO PARTS	880.66	240725	Material/Supplies-
037527	07/30/24	NIC02	NICHOLS, EMBER V.	75.00	240628	Rec Instructor - Rec
037528	07/30/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	282405657	ProfServices Water Dept
037529	07/30/24	PGE2A	PG&E	247.58	240724	Elect - Corning Community Park
037530	07/30/24	PGE2B	PG&E	11416.55	240724	Elect - WWTP
037531	07/30/24	QUI02	QUILL CORPORATION	6.45 44.80 167.61 51.48 24.56	39445276 39493221 39493379 39583759 39630105	Office Supplies-PW Admin Office Supplies-PW Admin Office Supplies- Office Supplies- Office Supplies-Dipatch
			Check Total.....	294.90		
037532	07/30/24	RON03	RON DUPRATT FORD	63.19 272.84	4607 5544	Vehicle Op/Maint - Police Veh/Op Maint - Police
			Check Total.....	336.03		
037533	07/30/24	SCP00	SCP DISTRIBUTORS LLC	4455.26 -470.00 -1170.00	SN120507 SN120711C SN121138C	Material/Supplies-Pool Material/Supplies - Pool Material/Supplies-Pool & Water
			Check Total.....	2815.26		
037534	07/30/24	TEH11	TEHAMA CO TAX COLLECTOR	294.83	240724	Taxes - Airport
037535	07/30/24	UND01	UNDERGROUND SERVICE ALERT	2050.33 646.49	137152024 3715USB24	USA Serv. Alerts - Street Maint. USA Serv Alerts - Street Maint.
			Check Total.....	2696.82		
037536	07/30/24	USA01	USA BLUE BOOK	88.24	433005	Mat/Supplies Water Dept
037537	07/31/24	\P065	WILSON PEREZ PUC	36.41	000C40701	MQ CUSTOMER REFUND FOR PER0098
037538	07/31/24	\V052	EMILIANO VARGAS RIOS	50.00	000C40701	MQ CUSTOMER REFUND FOR VAR0023
036968	08/07/24	HOL04	HOLIDAY MARKET #32	-6.72	003204569u	Ck# 036968 Reversed
037539	08/01/24	COR07	CORBIN WILLITS SYSTEMS, I	876.55	000C408011	EQUIP MAINT-FINANCE
037540	08/01/24	COR09	CORNING CHAMBER OF COMM.	1000.00	000C408011	CngChamberComm. Economic
037541	08/01/24	GRA02	GRAINGER, W.W., INC	64.52 7.10	199539009 199760449	Material/Supplies-Parks Material/Supplies-Parks
			Check Total.....	71.62		
037542	08/01/24	L&T00	L & T TOWING	300.00	2427767	Prof Svcs - Police
037543	08/01/24	LAC01	LACY, CLINT	450.00	240726	Rec Instructor - Rec
037544	08/01/24	MOO07	MOORE & BOGENER, INC.	5525.00	000C408031	CONSULTING SVCS-LGL SVCS
037545	08/01/24	MUR02	MURRISON PH.D., KITT	450.00	CPD201	Prof Svcs - Police
037546	08/01/24	NEL00	NELSON, JEFFREY NEIL	54.70	000C408011	PROF SVCS-FIRE DEPT
037547	08/01/24	OCH01	OCHOA CLEANING	4655.00	000C408011	JANITORIAL SERVICES-
037548	08/01/24	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C408011	PROF SVCS-FIRE DEPT
037549	08/01/24	SON03	SONSRAY MACHINERY, LLC	1102.04	SW0056128	Equip Maint -
037550	08/01/24	VES00	VESTIS GROUP, INC.	89.06 89.06 89.06 88.05 88.05	066618825 066624306 066629683 066634377 066640378	Mat & Supplies - Bld Maint Mat & Supplies - Bld Maint Mat & Supplies - Bld Maint Mat & Supplies- Bld Maint Material/Supplies-Bld Maint
			Check Total.....	443.28		
037551	08/01/24	PIT01	PITNEY BOWES	186.29	240801	Rents/Leases Finance Dept
037552	08/02/24	AIR00	AIRGAS USA, LLC	89.50	510019250	Mat & Supplies - Fire
037553	08/02/24	COA06	COAR DESIGN GROUP	16639.70	22386	Prop 68 Pre Cons - City Plaza Rec Cntr
037554	08/02/24	COR12	CORNING FORD MERCURY, INC	375.27	240059	Veh Opr/Maint-FIRE
037555	08/02/24	FIR11	FIRST NATIONAL BANK OMAHA	801.15	240726	Safety Items-
037556	08/02/24	FIR16	FIRST NATIONAL BANK OMAHA	668.31	240726	Material/Supplies -

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CITY OF CORNING
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PAGE : 003
 ID # : PY-DP
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037557	08/02/24	FIR21	FIRST NATIONAL BANK OMAHA	1500.64	240726	Code Enforce-
037558	08/02/24	GRA02	GRAINGER, W.W., INC	94.61 11.06	201627040 201912327	Material/Supplies - Parks Material/Supplies - Parks
			Check Total.....	105.67		
037559	08/02/24	IMA02	IMAGE TREND	6666.67	INV109313	Comp/Equip/Soft - Fire
037560	08/02/24	NOR03	NCCSIP	1300.00	2958	Safety Items - Police
037561	08/02/24	PAC29	PACE ANALYTICAL SERVICES,	191.03 234.56	282405819 282405833	ProfServices Water Dept ProfServices Water Dept
			Check Total.....	425.59		
037562	08/02/24	PGE04	PG&E	353.34 177.97	240728 240728A	Elect- Trans Fac Elect - Trans Fac
			Check Total.....	531.31		
037563	08/02/24	PGE2A	PG&E	142.01 21.36 235.67	240726 240729 240726A	Elect - Martini Plaza Elect - Cleiland Prop Elect-
			Check Total.....	399.04		
037564	08/02/24	PGE2B	PG&E	363.61	8314224-0	Solar - WWTP
037565	08/02/24	ROD10	RODRIGUEZ, JESENIA	1740.00	240731	Rec Coordinator
037566	08/02/24	SOU06	SOUTH AVENUE ACE	1206.62	240727	Material/Supplies-
037567	08/02/24	VAL11	VALLEY PACIFIC PETROLEUM	1693.37 387.77	24770672 24781833	Material/Supplies - Vehicle Op/Maint - Fire
			Check Total.....	2081.14		
037568	08/06/24	DM001	DM-TECH	119.90	202408011	COMMUNICATIONS-GEN CITY
037569	08/06/24	EDD02	EMPLOYMENT DEVELOPMENT DE	4500.00	L16310966	UNEMPLOYMENT INS-GEN CITY
037570	08/06/24	EMP01	EMPIRE INSIGNIAS	500.00	2408024	UNIFORMS/CLOTHING-POLICE
037571	08/06/24	FIR13	FIRST NATIONAL BANK OMAHA	2792.46	07262024	CREDIT CARDS-
037572	08/06/24	JAC03	JACKSON, LINDSEY	225.00 37.50	240728 240811	REC INSTRUCTOR-REC REC INSTRUCTOR-REC (SUNSET YOGA)
			Check Total.....	262.50		
037573	08/06/24	LEX00	LEXIPOL, LLC	2849.05	INVCOR112	BSCC-23 CORDIAPP
037574	08/06/24	MEN07	MENDOZA, BENTLEY	150.00	240810	REC INSTRUCTOR-REC (BALLET FOLKLORICO)
037575	08/06/24	PGE01	PG&E	4219.25 395.77	240731 240731A	ELECT- ELECT-
			Check Total.....	4615.02		
037576	08/06/24	PGE04	PG&E	1011.44	240731	TranspFacility-
037577	08/06/24	QUI02	QUILL CORPORATION	24.76 587.75	39744981 39792381	OFFICE SUPPLIES- OFFICE SUPPLIES-FINANCE
			Check Total.....	612.51		
037578	08/06/24	RED00	RED BLUFF DAILY NEWS	113.12	6845386	PRINT ADVERT-CITY CLERK
037579	08/06/24	ROD11	RODRIGUEZ MARTINEZ, JERRY	200.00	240724	REC INSTRUCTOR-REC (CARDIO DRUMMING)
037580	08/06/24	SEI01	SEILER, ROY R., CPA	1120.00	30598	PROF SVCS-FINANCE
037581	08/06/24	SHO01	SHOEMAKER, KHRYSTIE	400.00	240806	REFUND-PAYMENT FOR POOL RENTAL
037582	08/06/24	TRI02	TRI-COUNTY NEWSPAPERS	69.19 167.06	300866 300880	Print/Advert. City Clerk Print/Advert. City Clerk
			Check Total.....	236.25		
037583	08/06/24	VAL11	VALLEY PACIFIC PETROLEUM	2378.01	24-781832	VEH OP/MAINT-
037584	08/07/24	AIR00	AIRGAS USA, LLC	89.54	551001925	MAT & SUPPLIES-FIRE
037585	08/07/24	ATT17	AT&T	123.05 133.04	240630 240731	COMMUNICATIONS-FIRE COMMUNICATIONS-
			Check Total.....	256.09		
037586	08/07/24	FIR20	FIRST NATIONAL BANK OMAHA	643.27	240726	CREDIT CARD CHARGES-
037587	08/07/24	GRA02	GRAINGER, W.W., INC	20.90	920536257	MAT & SUPPLIES-PARKS

REPORT.: Aug 07 24 Wednesday
 RUN...: Aug 07 24 Time: 15:03
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-24 thru 08-24 Bank Account.: 1020

PAGE: 004
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037588	08/07/24	HOL04	HOLIDAY MARKET #32	6.72	00320456A	MAT & SUPPLIES-WTR
037589	08/07/24	INF00	INFRAMARK, LLC	77464.42	129281	PROF SVCS-
037590	08/07/24	LUM00	LUMINACE AGGREGATOR LLC	16235.96	213699	ELECT-
037591	08/07/24	NOR47	NORTHSTAR	7763.75	82803	PROF SVCS-ENGINEERING
037592	08/07/24	PGE05	PG&E	2475.81	240731	FIRE-ELECT & GAS
037593	08/07/24	SCH01	LES SCHWAB TIRE CENTER	70.69	00517516	VEH OP/MAINT-POLICE
037594	08/07/24	SCP00	SCP DISTRIBUTORS LLC	2456.34	SN121651	MAT & SUPPLIES-
				-850.00	SN121755C	MAT & SUPPLIES-
			Check Total.....:	1606.34		
037595	08/07/24	TEH06	TEHAMA CO ENVIRON HEALTH	320.00	IN0012128	TCEH, PLAN CHECK REVIEW
037596	08/07/24	THO01	THOMES CREEK ROCK CO	267.91	240731	MAT & SUPPLIES-
037597	08/07/24	TIM04	TIMECLOCK PLUS	108.00	INV003638	PROF SVCS-FINANCE
037598	08/07/24	USA01	USA BLUE BOOK	786.45	INV004444	MAT & SUPPLIES-WTR
037599	08/07/24	VAL11	VALLEY PACIFIC PETROLEUM	1551.42	24-770673	VEH OP/MAINT-
037600	08/07/24	WAS00	WASTE MANAGEMENT - USA WA	287.30	1243670-0	CLEANING CONTRACT-STR
			Cash Account Total.....:	447290.58		
			Total Disbursements.....:	447290.58		
				=====		
			Cash Account Total.....:	.00		

REPORT.: Aug 07 24 Wednesday
 RUN...: Aug 07 24 Time: 15:03
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 07-24 thru 08-24 Bank Account.: 1025

PAGE: 005
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14542	07/25/24	BAN03	POLICE OFFICER ASSOC.	250.00	C40723	POLICE OFFICER ASSOC
14543	07/25/24	CAL37	CALIFORNIA STATE DISBURSE	486.23	C40723	WITHHOLDING ORDER
14544	07/25/24	EDD01	EMPLOYMENT DEVELOPMENT	6572.72	C40723	STATE INCOME TAX
				122.28	C40724	STATE INCOME TAX
				.00	C40725	STATE INCOME TAX
				1862.90	1C40723	SDI
				80.24	1C40724	SDI
				4.78	1C40725	SDI
			Check Total.....	8642.92		
14545	07/25/24	FED00	FEDERAL PAYROLL TAXES (EF	17325.76	C40723	FEDERAL INCOME TAX
				448.05	C40724	FEDERAL INCOME TAX
				.00	C40725	FEDERAL INCOME TAX
				21081.48	1C40723	FICA
				904.58	1C40724	FICA
				53.84	1C40725	FICA
				4930.40	2C40723	MEDICARE
				211.54	2C40724	MEDICARE
				12.60	2C40725	MEDICARE
			Check Total.....	44968.25		
14546	07/25/24	MIS03	MISSIONSQUARE - PLAN#3020	592.99	C40723	MISSIONSQUARE 457
				122.50	1C40723	MISSIONSQUARE 457 ER
			Check Total.....	715.49		
14547	07/25/24	PERS1	PUBLIC EMPLOYEES RETIRE	29004.83	C40723	PERS PAYROLL REMITTANCE
				.00	C40724	PERS PAYROLL REMITTANCE
				64.31	C40725	PERS PAYROLL REMITTANCE
			Check Total.....	29069.14		
14548	07/25/24	PERS4	Cal Pers 457 Def. Comp	2558.08	C40723	PERS DEF. COMP.
				467.50	1C40723	PERS DEF. COMP. ER P
			Check Total.....	3025.58		
14549	07/25/24	VAL06	VALIC	2837.54	C40723	AIG VALIC P TAX
				270.00	1C40723	AIG VALIC P TAX ER P
			Check Total.....	3107.54		
14550	07/31/24	AFL01	AFLAC	805.56	C40731	AFLAC INS.PRE TAX
				96.56	1C40731	AFLAC INS.AFTER TAX
			Check Total.....	902.12		
14551	07/31/24	BLU02	BLUE SHIELD OF CALIFORNIA	20579.38	C40731	MEDICAL INSURANCE
14552	07/31/24	OEU01	OPERATING ENGINEERS #3	26947.00	C40731	MEDICAL INSURANCE
14553	07/31/24	OEU02	OPERATING ENG. (DUES)	552.00	C40731	UNION DUES MGMT
				690.00	1C40731	UNION DUES POLICE
				594.00	2C40731	UNION DUES DISPATCH
				1139.00	3C40731	UNION DUES-MISC
			Check Total.....	2975.00		
14554	07/31/24	PRI04	PRINCIPAL LIFE INSURANCE	1974.49	C40731	DENTAL INSURANCE
				1249.81	1C40731	VISION INSURANCE
				956.80	2C40731	LIFE INSURANCE
			Check Total.....	4181.10		
			Cash Account Total.....	145849.75		
			Total Disbursements.....	145849.75		

Date.: Aug 7, 2024
 Time.: 3:09 pm
 Run by: LORI SIMS

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ALFA CONSTRUCTION	200 PARKVIEW TERRACE	VALLEJO, CA 94589	CONSTRUCTION/HOUSE REMODELING	07/18/24
ANDER SONS LANDSCAPI	5781 KEENE RD	CORNING, CA 96021	LANDSCAPING & GARBAGE REMOVAL	06/26/24
APIWAN THAI CARD REA	855 STONEFOX ST	CORNING, CA 96021	CERTIFIED THAI CARD READER	08/01/24
BELL-CARTER OLIVE PA	1012 SECOND ST.	CORNING, CA 96021	PACKING COMPANY FOR TABLE OLIVES	07/24/24
CENTIMARK	1010 WINDING CREEK ROAD	ROSEVILLE, CA 95678	COMMERCIAL ROOFING CONSTRUCTION-LOVES	06/26/24
CORNING SMOKE SHOP	1935 SOLANO ST	CORNING, CA 96021	RETAIL CIGARETTE & TOBACCO PRODUCTS STOR	08/07/24
JOSEPHINE WELLNESS C	4360 ORCHARD AVE	CORNING, CA 96021	YOGA, PILATES & MEDITATION, ALONG WITH	06/26/24
LAND J HOME CARE	22299 CORNING RD	CORNING, CA 96021	HANDY MAN SERVICES	07/11/24
LAUREN AG & WATER, L	2920 HIGHWAY 99W	CORNING, CA 96021	RETAIL SALES OF IRRIGATION & FARM SUPPLY	06/28/24
MIDNIGHT CUSTOMS	1417 SOLANO ST	CORNING, CA 96021	AUTO TINTING AND DETAILING SHOP	07/11/24
RENTOKIL NORTH AMERI	DBA: TERMINIX	REDDING, CA 96003	PEST CONTROL SERVICES	08/01/24
THE BARBERS CRIB	965 HIGHWAY 99W SUITE 131	CORNING, CA 96021	BARBERSHOP OFFERING HAIRCUTTING SERVICES	07/15/24
WIZARDLY WOODS WORKS	1404 LINK ST	CORNING, CA 96021	MOBILE REPAIR OF BICYCLES AND FLAT REPAI	08/07/24

**CITY OF CORNING
TREASURER'S REPORT
JULY 2024**

<u>AGENCY</u>	<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$ 15,805,876.43	4.55%

Respectfully submitted:



Laura L. Calkins
City Treasurer



Monthly Permit Report

07/01/2024 - 07/31/2024

Item: G-7

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
24215	7/30/2024	Online Application	073-200-054-000	250 ELLER DR	LAROSKI, DONNA R	250 ELLER DR	CORNING CA 96021		Solar	\$16,000
24214	7/24/2024	ISSUED	071-162-002-000	1615 SOUTH ST	OLIVEIRA, JOHN B & MARGARET A	P O BOX 555	Corning	96021	Plumbing	\$9,000
24213	7/22/2024	Online Application	071-223-004-000	1680 ALGER AVE	STELLING, LEE R & EDITH	1680 ALGER ST	Corning	96021	Solar	\$44,723
24212	7/19/2024	Online Application	073-311-002	610 Spruce Ave.-Lot 2	CHIP-Lot 2	1001 Willow St.	Chico		Fire Protection	\$2,675
24211	7/19/2024	Online Application	073-311-006	650 Spruce Ave.-Lot 6	CHIP-Lot 6	1001 Willow St.	Chico		Fire Protection	\$2,675
24210	7/19/2024	Online Application	073-311-005	640 Spruce Ave.-Lot 5	CHIP-Lot 5	1001 Willow St.	Chico		Fire Protection	\$2,675
24209	7/19/2024	Online Application	073-312-014	530 Sturmgarten Dr.-Lot 50	CHIP-Lot 50	1001 Willow St.	Chico		Fire Protection	\$2,675
24208	7/19/2024	Online Application	073-311-004	630 Spruce Ave.-Lot 4	CHIP-Lot 4	1001 Willow St.	Chico		Fire Protection	\$2,675
24207	7/19/2024	Online Application	073-311-010	690 Spruce Ave.-Lot 10	CHIP-Lot 10	1001 Willow St.	Chico		Fire Protection	\$2,675
24206	7/19/2024	Online Application	073-312-012	510 Sturmgarten Dr.-Lot 48	CHIP-Lot 48	1001 Willow St.	Chico		Fire Protection	\$2,675
24205	7/19/2024	Online Application	073-311-003	620 Spruce Ave.-Lot 3	CHIP-Lot 3	1001 Willow St.	Chico		Fire Protection	\$2,675
24204	7/19/2024	Online Application	073-312-015	540 Sturmgarten Dr.-Lot 51	CHIP-Lot 51	1001 Willow St.	Chico		Fire Protection	\$2,675
24203	7/19/2024	Online Application	073-312-011	500 Sturmgarten Dr.-Lot 47	CHIP-Lot 47	1001 Willow St.	Chico		Fire Protection	\$2,675
24202	7/19/2024	Online Application	073-312-010	490 Sturmgarten Dr.-Lot 46	CHIP-Lot 46	1001 Willow St.	Chico		Fire Protection	\$2,675
24201	7/19/2024	Online Application	073-311-009	680 Spruce Ave.-Lot 9	CHIP-Lot 9	1001 Willow St.	Chico		Fire Protection	\$2,675
24200	7/19/2024	Online	073-312-009	480	CHIP-Lot 45	1001 Willow St.	Chico		Fire	\$2,675

24199	7/19/2024	Application	073-312-013	Sturmgarten Dr.-Lot 45	CHIP-Lot 49	St.	Chico	1001 Willow St.	Fire Protection	\$2,675
24198	7/19/2024	Online Application	073-311-008	670 Spruce Ave.-Lot 8	CHIP-Lot 8	St.	Chico	1001 Willow St.	Fire Protection	\$2,675
24197	7/19/2024	Online Application	073-312-016	550 Sturmgarten Dr.-Lot 52	CHIP-Lot 52	St.	Chico	1001 Willow St.	Fire Protection	\$2,675
24196	7/19/2024	Online Application	073-311-001	600 Spruce Ave.-Lot 1	CHIP-Lot 1	St.	Chico	1001 Willow St.	Fire Protection	\$2,675
24195	7/19/2024	Online Application	073-312-017	560 Sturmgarten Dr.-Lot 53	CHIP-Lot 53	St.	Chico	1001 Willow St.	Fire Protection	\$2,675
24194	7/19/2024	Online Application							Fire Protection	\$2,675
24193	7/19/2024	Online Application							Fire Protection	\$2,675
24192	7/19/2024	Online Application							Fire Protection	\$2,675
24191	7/19/2024	Online Application							Fire Protection	\$2,675
24190	7/19/2024	Online Application							Fire Protection	\$2,675
24189	7/19/2024	Online Application							Fire Protection	\$2,675
24188	7/19/2024	Online Application							Fire Protection	\$2,675
24187	7/19/2024	Online Application							Fire Protection	\$2,675
24186	7/19/2024	Online Application							Fire Protection	\$2,675
24185	7/19/2024	Online Application							Fire Protection	\$2,675
24184	7/19/2024	Online Application							Fire Protection	\$2,675
24183	7/19/2024	Online Application							Fire Protection	\$2,675
24182	7/19/2024	Online Application							Fire Protection	\$2,675
24181	7/19/2024	Online Application							Fire Protection	\$2,675
24180	7/19/2024	Online Application							Fire Protection	\$2,675
24179	7/19/2024	Online Application							Fire Protection	\$2,675

24162	7/5/2024	Finalled	071-340-030-000	2078 North St.	Franco, Rodolfo Hernandez Jr. etal	2078 North St.	Corning	96021	Roof	\$8,520
24161	7/3/2024	ISSUED	071-174-001-000	1201 SOUTH ST	FETTERMAN, JOSHUA N ETAL	1201 SOUTH ST	Corning	96021	Electrical	\$3,000
24160	7/2/2024	ISSUED	071-133-007-000	1208 SOLANO ST	DAVIES, LOUIS J ETAL TRS DAVIES FAMILY L/TR 1/26/0	721 SOLANO ST	Corning	96021	Building	\$1,000
24159	7/1/2024	ISSUED	071-056-003-000	1115 TEHAMA ST	CASEY, MICHAEL EDWARD	P O BOX 344	Corning	96021	Plumbing	\$7,940
24158	7/1/2024	approved " FEES DUE "	073-200-041-000	493 NORTH ST	DOBSON, JESS RICHARD & DOBSON, SHOSHANA	493 NORTH ST	CORNING CA 96021		Solar	\$21,950
24157	7/1/2024	ISSUED	071-222-009-000	1671 KAUFMAN AVE	MAGANA, SALVADOR	23757 Carona Ave	Corning	96021	ReModel	\$3,600
										\$340,980

Total Records: 59

8/7/2024



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT JULY 2024

Below is a summary of the monthly operations report that will be available for review in August 2024.

- Completed monthly reports.
- Held staff meeting to discuss facility operations and issues.
- Held daily safety tailgate meetings.
- Inspected eyewash stations and emergency showers.
- Completed testing of chemical release sensors.
- Calibrated SO3 analyzer.
- Inspected all fire extinguishers.
- Calibrated gas detector.
- Exercised emergency generator.
- Submitted ESMR/DMR report to Regional Board.



- Completed monthly facility inspection.
- Completed annual stormwater report and evaluation
- Completed inspections on collection system trouble spots.
- Mowed lawns.
- Installed new cooler pads and water pump on shop cooler
- Sprayed weeds on facility grounds.
- Built structure over new SBS pump skid.

July 2024

Effluent Flow Monthly Average= 589,967 GPD

ITEM NO.: G-9

**AUTHORIZE THE PUBLIC WORKS
DEPARTMENT TO DECLARE
EQUIPMENT SURPLUS AND
DISPOSE OF THE ITEMS IN THE
BEST INTEREST OF THE CITY.**

August 13, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER 
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR 

SUMMARY:

The Public Works Department seeks authorization to declare the items listed below as surplus and dispose of them in the best interest of the City.

- 1990 Puckett Bros Power Box T650 BD Paving Machine
- 1990 Tack Oil Tank – Replaced
- 1990 Paving Trailer & Equipment
- 1991 Honda TRX200 – Blown Transmission
- Sullair Air Compressor
- Yard-Man Leaf Vacuum
- Retired Parks Trailer – Replaced
- Old Fuel Storage Tanks - Replaced

See photos attached:

BACKGROUND:

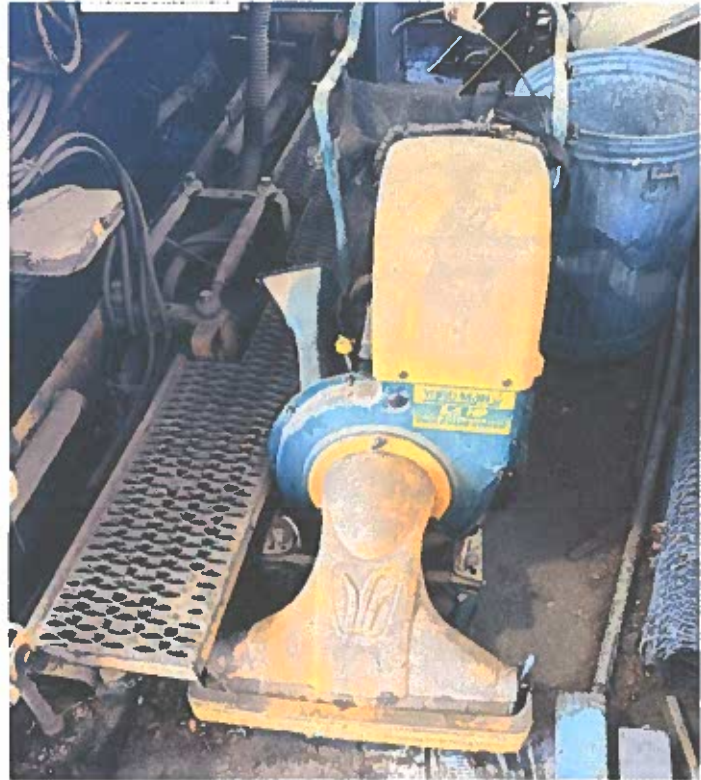
The items listed above are no longer operational or would cost more than their value to repair if they have not been replaced already. These items are in disrepair, deeming these items as surplus will allow Staff to create much-needed room throughout the Public Works Corp Yard for material and new equipment.

RECOMMENDATION:

**MAYOR AND COUNCIL AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO
DECLARE EQUIPMENT SURPLUS AND DISPOSE OF THE ITEMS IN THE BEST
INTEREST OF THE CITY.**



SULLAIR COMPRESSOR - REPLACED



YARD-MAN LEAF VACUUM



PAVING TRAILER



RETIRED PARKS TRAILER - REPLACED



1990 PUCKT BROS POWER BOX T650 BD PAVING MACHINE



TACK OIL TANK - REPLACED



OLD FUEL STORAGE TANKS - REPLACED



1991 HONDA TRX200 - BLOWN TRANSMISSIC

ITEM NO.: G-10
ACCEPT RESIGNATION OF
LIBRARY COMMISSIONER
SANDY SEHORN EFFECTIVE
JANUARY 1, 2025.

August 13, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BRANT MESKER, CITY MANAGER *BM*
RUBI ORDAZ, CITY CLERK *RO*

SUMMARY:

On July 17, 2024, Library Commissioner Sandy Sehorn submitted her resignation from the Library Commission effective January 1, 2025.

BACKGROUND:

Commissioner Sandy Sehorn was appointed to the Library Commission on September 28, 2021 and will have served on the Commission for just over three years and three months on January 1. She has been a strong and active proponent of the City's Library and is hoping to remain on the Commission until January 1 to see most if not all of the current remodel project completed.

I received an email dated July 17, 2024 formalizing Mrs. Sehorn's resignation notification. Mrs. Sehorn has served the City and the Community well; we wish her well and thank her for her years of dedicated service.

RECOMMENDATION:

MAYOR AND COUNCIL ACCEPT THE RESIGNATION OF LIBRARY COMMISSIONER SANDY SEHORN EFFECTIVE JANUARY 1, 2025.

Lisa Linnet

*On 8/13/24 Council
Agen*

From: Randy Sehorn
Sent: Wednesday, July 17, 2024 1:40 PM
To: Lisa Linnet
Subject: City of Corning Library Commission

Dear Lisa,

This letter is to inform you of my intention to resign from the City of Corning Library Commission effective January 1, 2025.

Thank you for the opportunity to serve on the library commission. I have enjoyed serving on the commission and have learned much from our meetings and working with the Corning City Administrators.

Sincerely,

Sandy Sehorn, Commissioner

ITEM NO.: I-11
PUBLIC HEARING: ADOPT RESOLUTION
NO. 08-13-2024-01 SETTING TWO (2)
ANNUAL WATER RATE INCREASES OF 10%
STARTING SEPTEMBER 1, 2024 AND ON
JULY 1, 2025.

August 13, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BRANT MESKER; CITY MANAGER *BM*
RUBI ORDAZ, CITY CLERK *RO*

SUMMARY:

Staff seeks Council adoption of Resolution 08-13-2024-01 and approval to apply two (2) separate annual 10% water rate increases of which will amount to a \$2.26 per month increase the first year and \$2.49 in the second year for residential users who use up to 4,000 gallons per month. An additional cost of \$1.95 in the first year, and \$2.14 in the second year will be charged for usage above the 4,000 gallons per monthly allotment per residence. The first increase would become effective September 1, 2024; and the second on July 1, 2025. T

The proposed 10% water rate increase for the next two (2) years is necessary to maintain compliance with the terms of the debt service refinancing as well as insure the financial stability of the City's Water Enterprise Fund.

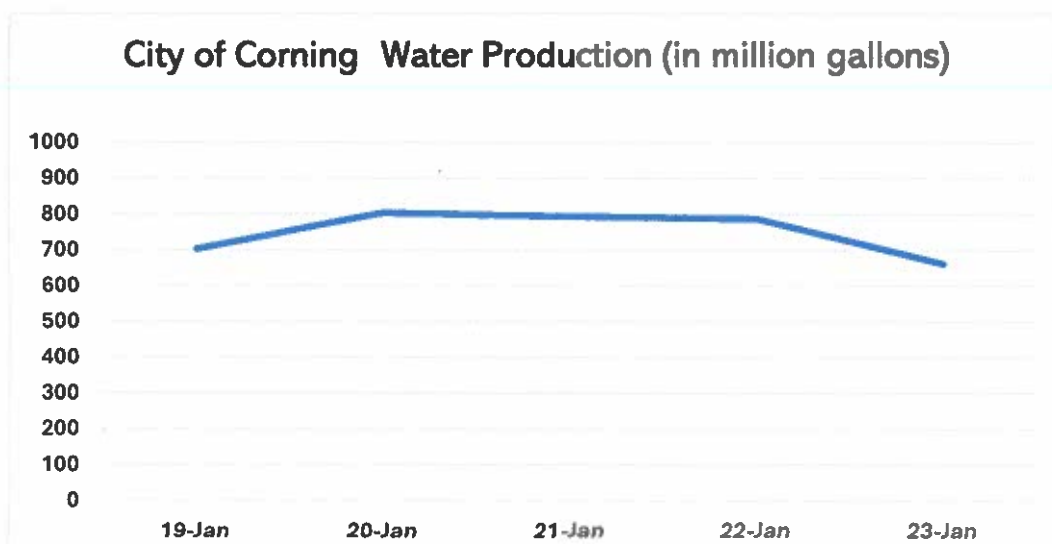
BACKGROUND:

Due to the lack of a rate increase in fiscal year 2023/24, the fund ended fiscal year 2023/24 in a deficit of \$154,701 requiring the use of water capital reserves. Additionally, the City **may not be in compliance** with our rate covenant requirement as part of the 2017 refunding of the City's water and sewer debt without the use of reserves.

The City Council at its meeting on June 11, 2024 set August 13, 2024 as the Public Hearing on a series of two (2) proposed water rate increases of 10% annually with the first increase effective September 1, 2024 followed by additional increases of 10% starting on July 1, 2025.

FINANCIAL:

The City approved a 3.5% increase to the Water Enterprise Fund in 2019 that assumed water usage would increase; the last rate increase took place on July 1, 2022. Water usage has begun to trend down as you will see in the graph below.



The Water Replacement Fund used for system repairs and emergencies is offsetting net operating losses. This cannot be sustained over time and has been substantiated by the most recent FY 2022/2023 audit. Although there was an annual 5-year water rate increase of 3.5% effective from 2019 through July 1, 2022; due to projected maintenance costs averaging 5.5% each year and decreases in consumption, further increases are necessary. As is evident in the spreadsheet titled "Water Enterprise Budget Rate Increase 10%", to reach a slightly positive net income in fiscal year 2025/26 and satisfy our rate covenant requirements an additional 10% increase is necessary for the next two (2) years. For fiscal years FY 2022/2023 and FY 2024/2025 the City will continue transferring funds from our Replacement Reserve Fund to balance the budget and meet the City's rate covenant requirement. If consumption rates increase resulting in the increased revenues needed, the City can reduce or eliminate rate increases at a later date. Due to changes in water consumption patterns, this increase in usage is not anticipated. It should be noted that with previous increase the trend remains which would warrant a complete rate study. Water rates are proposed to be increased as follows:

PROPOSED WATER RATE CHANGES					
Meter Size	Current Rate	Year 1 Increase Amt.	Effective 9/1/2024 Amt.	Year 2 Increase Amt.	Effective 7/1/2025 Amt.
Percentage of Increase		10%		10%	
5/8" & 3/4" Service Size	\$22.64	\$2.26	\$24.90	\$2.49	\$27.39
1" Service	\$42.48	\$4.25	\$46.73	\$4.67	\$51.40
1.5" Service	\$69.66	\$6.97	\$76.63	\$7.66	\$84.29
2" Service	\$111.39	\$11.14	\$122.53	\$12.25	\$134.78
3" Service	\$163.64	\$16.36	\$180.00	\$18.00	\$198.00
6" Service	\$320.33	\$32.03	\$352.36	\$35.24	\$387.60
*Cost of each additional 1,000 gallons used per month above the base 4,000 gallons.	\$1.77		\$1.95		\$2.14

PUBLIC NOTICE REQUIREMENTS MET:

Proposition 218 requires that the City mail Notices of a proposed rate increase to property owners at least 45 days prior to a public hearing on the proposed rates; Notices were sent out on June 14, 2024.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 08-13-2024-01, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING SETTING WATER RATES EFFECTIVE SEPTEMBER 1, 2024 AND JULY 1, 2025.

RESOLUTION NO.: 08-13-2024-01

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING SETTING WATER RATES
EFFECTIVE SEPTEMBER 1, 2024 AND JULY 1, 2025**

WHEREAS, the City Council has met and discussed the need for a Water Rate Increase, with public discussion and planning at a Public Hearing on August 13, 2024; and

WHEREAS, the City Council established the setting of Water Rates by Resolution, through the adoption of Ordinances No. 496, 516, 534, and 554 & 555 (part) pertaining to Chapter 13.08.12, Water fees – Establishing rates (13.04.320).

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby set the Water Rate Increases listed below to become effective starting August 13, 2024 and increase by 10% starting on September 1, 2024 and on July 1, 2025

PROPOSED WATER RATE CHANGES					
Meter Size	Current Rate	Year 1 Increase Amt.	Effective 9/1/2024 Amt.	Year 2 Increase Amt.	Effective 7/1/2025 Amt.
Percentage of Increase		10%		10%	
5/8" & 3/4" Service Size	\$22.64	\$2.26	\$24.90	\$2.49	\$27.39
1" Service	\$42.48	\$4.25	\$46.73	\$4.67	\$51.40
1.5" Service	\$69.66	\$6.97	\$76.63	\$7.66	\$84.29
2" Service	\$111.39	\$11.14	\$122.53	\$12.25	\$134.78
3" Service	\$163.64	\$16.36	\$180.00	\$18.00	\$198.00
6" Service	\$320.33	\$32.03	\$352.36	\$35.24	\$387.60
*Cost of each additional 1,000 gallons used per month above the base 4,000 gallons.	\$1.77		\$1.95		\$2.14

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on August 13, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Snow., Mayor

ATTEST:

Rubi Ordaz, City Clerk

Exhibit "A"
Proposed Water Rate Increases

Notice to Property Owners
Proposed Annual CPI Increase for WATER SERVICE

The City is proposing to hold water rate increases to only an Inflation Rate of 10% per year for the next 2 years. To do so will also require City Staff to hold operating expenses at only a 5.5% rise per year. August 13, 2024 is the Public Hearing on their proposed rate increase.

As a Water User, you are one of the owners of the City's water System, a public business with over \$1 million in annual sales! The long-term setting of rates allows the City to plan ahead. The City must build an operating reserve and fund a continuous Water Line and Well Refurbishment Program. A detailed report is available for your review at City Hall.

Proposed Monthly Rates will be effective September 1, 2024 and increase again on July 1st of the next consecutive year thereafter.

PROPOSED WATER RATE CHANGES					
Meter Size	Current Rate	Year 1 Increase Amt.	Effective 9/1/2024 Amt.	Year 2 Increase Amt.	Effective 7/1/2025 Amt.
Percentage of Increase		10%		10%	
5/8" & 3/4" Service Size	\$22.64	\$2.26	\$24.90	\$2.49	\$27.39
1" Service	\$42.48	\$4.25	\$46.73	\$4.67	\$51.40
1.5" Service	\$69.66	\$6.97	\$76.63	\$7.66	\$84.29
2" Service	\$111.39	\$11.14	\$122.53	\$12.25	\$134.78
3" Service	\$163.64	\$16.36	\$180.00	\$18.00	\$198.00
6" Service	\$320.33	\$32.03	\$352.36	\$35.24	\$387.60
*Cost of each additional 1,000 gallons used per month above the base 4,000 gallons.	\$1.77		\$1.95		\$2.14

Please contact City Hall at 530-824-7033 if you have any questions. This Hearing allows the City Council and the Public an opportunity to discuss and/or object to the proposed rate increase.

Only Written Protests filed by Property Owners will be counted. If a majority so protests, the rate increase will not be enacted. Protests in writing should be sent to: City Clerk, 794 Third St., Corning, CA 96021 and must be received by August 13, 2024 to be presented to the City Council during the Public Hearing. Written protests may also be personally delivered to the Hearing. By State Law, your Protest must include your name, address, and Assessor's Parcel Number of your property within the City (found on your tax bill).

Notice of Public Hearing

The City Council encourages you to attend the **Public Hearing** on Tuesday, August 13, 2024 at 6:30 p.m. in the City Council Chambers, 794 Third Street, Corning, California.

ITEM NO.: I-12

PUBLIC HEARING: ADOPT RESOLUTION
NO. 08-13-2024-02 SETTING TWO (2)
ANNUAL SEWER RATE INCREASES OF 5%
STARTING SEPTEMBER 1, 2024 AND ON
JULY 1, 2025.

August 13, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BRANT MESKER; CITY MANAGER *BM*
RUBI ORDAZ, CITY CLERK *RO*

SUMMARY:

Staff seeks Council adoption of Resolution 08-13-2024-02 and approval to apply two (2) separate annual 5% sewer rate increases of which amounts to a \$2.24 per month increase for 5/8" residential effective September 1, 2024; and \$2.35 effective July 1, 2025. The proposed 5% sewer rate increase for the next two (2) years is necessary to maintain compliance with the terms of the debt service refinancing as well as insure the financial stability of the City's Sewer Enterprise Fund.

BACKGROUND:

Due to the lack of an approved rate increase in the upcoming fiscal year 2024/25, the fund is projected to end fiscal year 2024/25 in a deficit of \$155,141, requiring the use of sewer capital reserves. Additionally, the City may not be in compliance with our rate covenant requirement, as part of the 2017 refunding of the City's water and sewer debt without the use of reserves.

The City Council at its meeting on June 11, 2024 set August 13, 2024 as the Public Hearing on a series of two (2) proposed sewer rate increases of 5% annually with the first increase effective September 1, 2024 followed by additional increases of 5% starting on July 1, 2025.

FINANCIAL:

The last sewer rate increase took effect July 1, 2023 in the amount of 3% as part of Resolution 07-23-2019-09. Attached to this report is a spreadsheet titled "Sewer Enterprise System Budget Rate Increase 5.0%" and Sewer Enterprise System Budget Rate Increase 0%". The annual net income for the Sewer Enterprise Fund, when no rate increase is applied, begins to run into a deficit in FY 2024/2025. This is due to costs of maintaining the system increasing on average 5.5% per year. With a 5.0% increase, the Sewer Enterprise Fund is projected to run into a slight deficit while meeting the City's rate covenant requirement of net system revenues 120% of the debt service. It should be noted that with previous increases, the trend remains, which would warrant a complete rate study. In the interim, Staff seeks Council direction to apply two (2) separate annual sewer rate increases of 5% which amounts to a \$2.24 per month increase for 5/8" residential effective September 1, 2024; and \$2.35 effective July 1, 2025. The proposed monthly rates for residential customers, if approved would be as follows:

PROPOSED SEWER RATE CHANGES					
USER GROUP	Current Rate 7/1/2023	5% Increase Amt.	Year 1 Rate Increase 9/1/2024	5% Increase Amt.	Year 2 Rate Increase 7/1/2025
SINGLE FAMILY RESIDENCE	\$44.75	\$2.24	\$46.99	\$2.35	\$49.34

PUBLIC NOTICE REQUIREMENTS MET:

Proposition 218 requires that the City mail Notices of a proposed rate increase to property owners at least 45 days prior to a public hearing on the proposed rates; Notices were sent out on June 14, 2024.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 08-13-2024-02, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING SETTING SEWER RATES EFFECTIVE SEPTEMBER 1, 2024, AND JULY 1, 2025.

RESOLUTION NO.: 08-13-2024-02

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING SETTING SEWER RATES
EFFECTIVE SEPTEMBER 1, 2024 AND JULY 1, 2025**

WHEREAS, the City Council has met and discussed the need for a Sewer Rate Increase, with public discussion and planning at a Public Hearing on August 13, 2024; and

WHEREAS, the City Council established the setting of Sewer Rates by Resolution, through the adoption of Ordinance No. 551 and Ordinance 555, pertaining to Chapter 13.04, Sewer Service Regulations, Article IV. – Charges and Fees (13.04.320).

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby set the Sewer Rate Increases listed below to become effective starting August 13, 2024 and increase by 5% starting on September 1, 2024 and on July 1, 2025

PROPOSED SEWER RATE CHANGES					
USER GROUP	Current Rate 7/1/2023	5% Increase Amt.	Year 1 Rate Increase 9/1/2024	5% Increase Amt.	Year 2 Rate Increase 7/1/2025
SINGLE FAMILY RESIDENCE	\$44.75	\$2.24	\$46.99	\$2.35	\$49.34

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on August 13, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Snow., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

Exhibit "B"
Proposed Sewer Rate Increases

Notice to Property Owners
Proposed Annual CPI Increase for SEWER SERVICE

The City is proposing to hold Sewer rate increases to only an Inflation Rate of 5% per year for the next 2 years. To do so will also require City Staff to hold operating expenses at only a 5.5% rise per year. August 13, 2024 is the Public Hearing on their proposed rate increase.

As a Sewer User, you are one of the owners of the City's Sewer System, a public business with over \$1 million in annual sales! The long-term setting of rates allows the City to plan ahead. The City must build an operating reserve and fund a continuous Sewer Line and Sewer Refurbishment Program. A detailed report is available for your review at City Hall.

Proposed Monthly Rates will be effective September 1, 2024 and increase again on July 1st of the next consecutive year thereafter.

PROPOSED SEWER RATE CHANGES					
USER GROUP	Current Rate 7/1/2023	5% Increase Amt.	Year 1 Rate Increase 9/1/2024	5% Increase Amt.	Year 2 Rate Increase 7/1/2025
SINGLE FAMILY RESIDENCE	\$44.75	\$2.24	\$46.99	\$2.35	\$49.34

Please contact City Hall at 530-824-7033 if you have any questions. This Hearing allows the City Council and the Public an opportunity to discuss and/or object to the proposed rate increase.

Only Written Protests filed by Property Owners will be counted. If a majority so protests, the rate increase will not be enacted. Protests in writing should be sent to: City Clerk, 794 Third St., Corning, CA 96021 and must be received by August 13, 2024 to be presented to the City Council during the Public Hearing. Written protests may also be personally delivered to the Hearing. By State Law, your Protest must include your name, address, and Assessor's Parcel Number of your property within the City (found on your tax bill).

Notice of Public Hearing

The City Council encourages you to attend the **Public Hearing** on
Tuesday, August 13, 2024 at 6:30 p.m. in the City Council Chambers,
794 Third Street, Corning, California.

**ITEM NO.: J-13
PROVIDE DIRECTION ON SOLAR PROJECT
WITH CENERGY POWER AT THE CITY'S
VACANT PROPERTY ADJACENT TO THE
WASTEWATER TREATMENT PLANT (WWTP)**

August 13, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: BRANT MESKER; CITY MANAGER *BM*
ELIJAH STANLEY; PUBLIC WORKS DIRECTOR *ES***

SUMMARY:

Staff was approached by Cenergy Power requesting to lease land from the City to build and maintain a solar farm to generate clean energy for PG&E. The proposed site location is adjacent to the City's Wastewater Treatment Plant. The Lease Site is 18.3 acres and would be designated as the Solar Site upon approval.

The attached "Lease Option Agreement" is a draft that can be potentially negotiated. The lease agreement would provide a period of 24 months for the Lessee to deem the Solar Site as viable and the interconnection capacity is available. During this period the Lessee would have the right to use the land for engineering work and surveys to establish the site's feasibility for the Solar Project.

Once the Solar Project is deemed feasible the City and Cenergy Power would enter an agreement subject to Council approval, which would include a ground lease for a 20-year term along with 2 lease extensions for 10 years each. The lease rate will be \$2,500 per acre/year. This would provide the city with \$45,750 year one along with a 2% increase each year. The City and its residents would have priority to subscribe for utility bill savings of approximately 20% from the project, and Cenergy would donate at least \$100,000 to the City.

BACKGROUND:

The proposed Solar Site is located west of the City's Wastewater Treatment Plant. The Site would be adjacent to both sides of the existing Solar Field which is part of the Power Purchase Agreement the City has in place with Ecoplexus. The proposed Solar Field is not expected to impact future development at the Wastewater Treatment Plant. Attached is a site plan showing the proposed location in proximity to the Wastewater Treatment Plant, the existing Solar Field along with a proposed access road to the Solar Site.

RECOMMENDATION:

- **PROVIDE DIRECTION ON SOLAR PROJECT WITH CENERGY POWER AT THE CITY'S VACANT PROPERTY ADJACENT TO THE WASTEWATER TREATMENT PLANT (WWTP)**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE LEASE OPTION AGREEMENT**

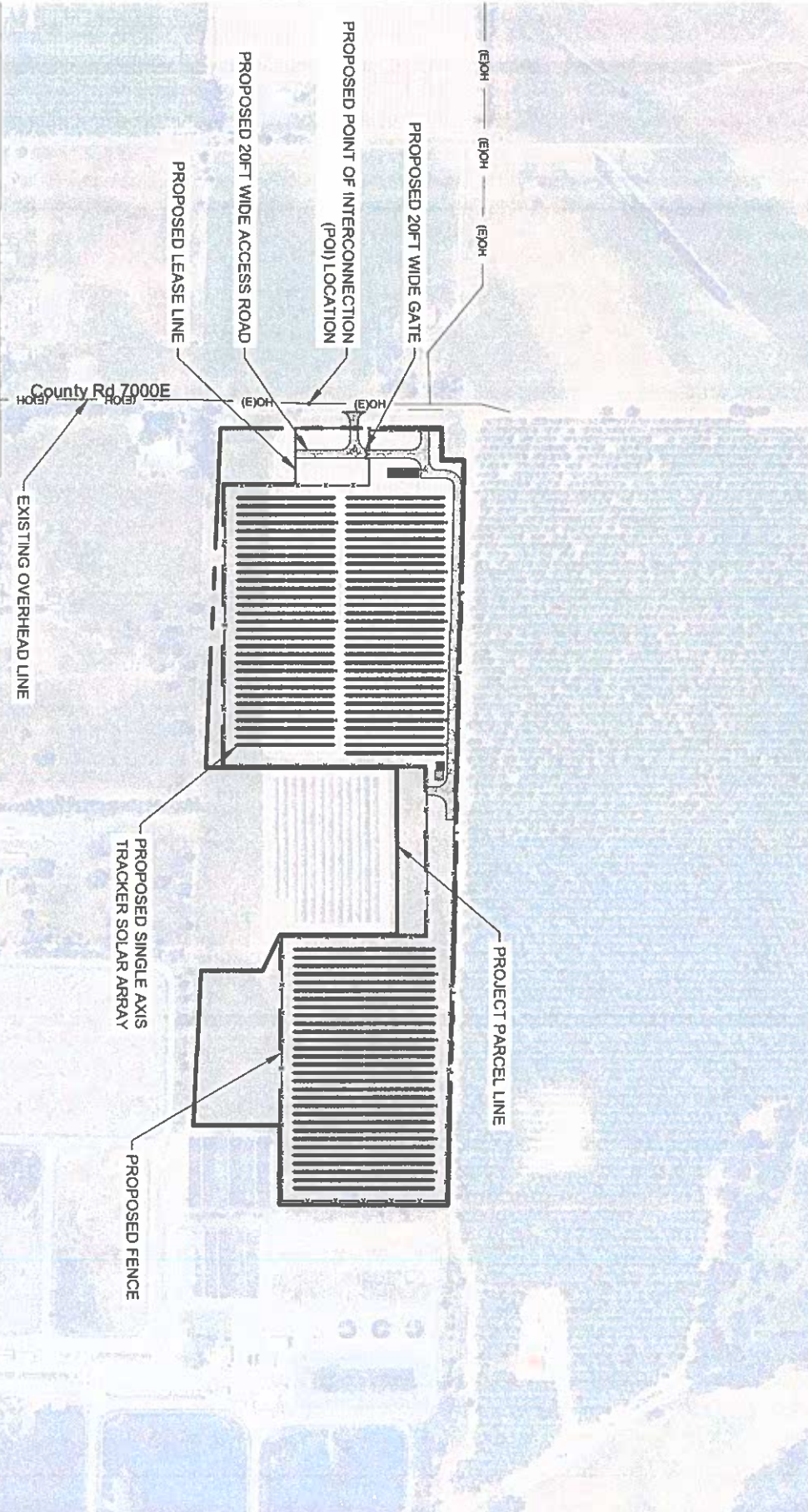
LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT (“Agreement”) is made and entered into as of Aug __, 2024 (“Effective Date”), by and between CITY OF CORNING (“Lessor”), and BAP POWER CORPORATION DBA CENERGY POWER (“Lessee,” and together with Lessor, the “Parties”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Property Address:	That certain properties (“ <u>Properties</u> ”) APN’s: 075-290-036, 075-290-038, 075-290-004 located near GPS 39.91 706679368109, -122.11181206883613 in Corning, CA 96021.
Solar Site:	Up to 25 usable acres of the Properties shall be designated for the solar site (the “ <u>Solar Site</u> ”) and be subject to Lessee’s lease option rights hereunder to exclusively develop and build: a solar project sized up to 3MW AC (the “ <u>Solar Project</u> ”).
Lease Option Period:	<ol style="list-style-type: none"> 1. Lessee is hereby granted an option to lease the Solar Site for a period of 24 months (“<u>Lease Option Period</u>”), commencing on the date that: (a) Lessor secures city council approval to move forward with the Project, and (b) Lessee confirms that interconnection capacity is available (“<u>Effective Date</u>”). Lessee shall issue a non-refundable payment to Lessor of \$2,000 promptly after the Effective Date. 2. Lessee’s right to use land during the Lease Option Period shall be limited to site engineering work and surveys to establish the site’s feasibility for the Solar Project.
Lease:	<ol style="list-style-type: none"> 1. To the extent Lessee deems the Solar Site to be feasible for the Solar Project during the Lease Option Period, Lessee may, at its option, lease the Solar Site from Lessor for a term of 20 years in furtherance of the Solar Project. Such lease may be extendable 2 times at Lessee’s election for 10 years each at substantially the same lease terms and conditions as the initial term. 2. Upon Lessee’s exercise of this option, the Parties will memorialize their agreement by entering into a ground lease in form and substance reasonably acceptable to the Parties. 3. Year 1 lease rate shall be \$2,500 per acre/ year. The lease rate will increase each year by 2%.
Lessee:	BAP POWER CORPORATION DBA CENERGY POWER By: _____ Name/ Title: William Pham, CEO
Lessor:	CITY OF CORNING By: _____ Name/ Title:

LEGEND	
	PROJECT PARCEL LINE
	LEASE LINE
	EXISTING OVERHEAD LINE
	FENCE LINE



PROJECT DATA			
MODULE	690W	QUANTITY	5832
INVERTER	166kW	QUANTITY	18
PROJECT AREA	17.01 ACRES		
LEASE AREA	18.30 ACRES		
PARCEL AREA	21.48 ACRES		
APN	075-290-036, 075-290-038, 075-290-004		
TOTAL CAPACITY	4,024,0800 KW-DC (STC) 3,815,2944 KW-DC (PTC) 3,758,0650 KW-AC (CEC) 2,968,0000 KW-AC (NAMEPLATE) 2,968,0000 KW-AC (BESS - 4 HOURS)		



SHEET NO	SHEET TITLE	PROJECT	OWNER	REVISION	
				NO.	DESCRIPTION
SP101	BASE SITE PLAN	CITY OF CORNING WWTP		X1	07/02/24 CBV INITIAL RELEASE

CENERG
 26880 ALISO VIEJO PARKWAY, SUITE 10C
 ALISO VIEJO, CA 92656
 www.CenergyPower.com
 TEL 760.603.1933 FAX: 760.683.3116

CAD: SP1_City Of Corning (###)_BaseSitePlan_001.dwg
 XREF: ..11 Master XrefMasterLayout_City of Corning (###)_001.dwg

**ITEM NO.: J-14
APPROVE PLANS AND SPECIFICATIONS AND
AUTHORIZE STAFF TO SOLICIT BIDS FOR
THE 2024 ALMOND & FIG STREET
REHABILITATION PROJECT.**

AUGUST 13, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: BRANT MESKER, CITY MANAGER 
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR **

SUMMARY:

Staff recommends City Council approve the plans and specifications and authorize Staff to seek bids for the 2024 Almond & Fig Street Rehabilitation Project. The project consists of pavement maintenance, rehabilitation, and striping on Almond Street, from 2nd Street to Marguerite Avenue, and Fig Street from Fig Lane to Almond Street, and Hickory Street from Fig Street to Marguerite Avenue. Contract, Proposal, and Plans are attached for Council review. The complete Project Bid packet, including Specifications, are available for review at Corning City Hall.

Once bids are received and reviewed by Staff, the successful low bid will be brought back to Council for the approval of the contract award.

FINANCIAL:

These funds are intended specifically for street maintenance and **cannot** be used within the General Fund. The following was allocated in the approved budget for the street projects in the Fiscal Year 2024/2025:

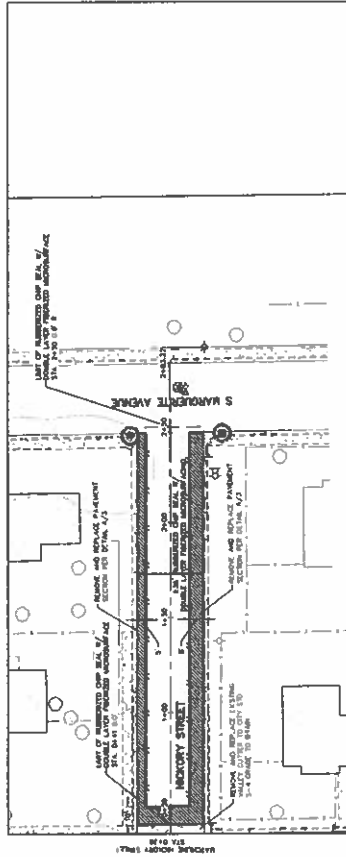
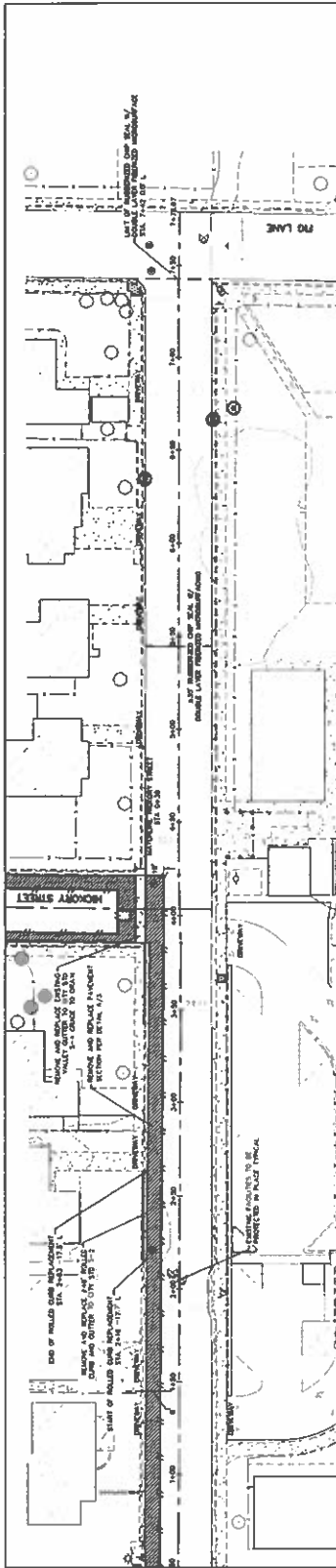
2024 Almond & Fig Street Project

001-9287-3001	\$115,000
106-9287-3301	\$100,000
108-9287-3001	\$300,000
114-9287-3001	\$25,000
106-9298-3001	\$100,000
108-9298-3001	\$300,000
114-9298-3001	\$100,000

Total: \$1,040,000

RECOMMENDATION:

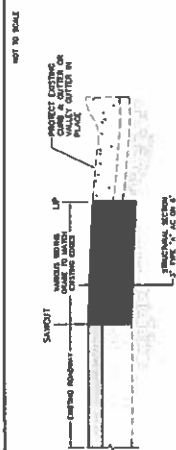
THAT MAYOR AND COUNCIL APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE STAFF TO SOLICIT BIDS FOR THE 2024 ALMOND & FIG STREET PROJECTS.



NOTES

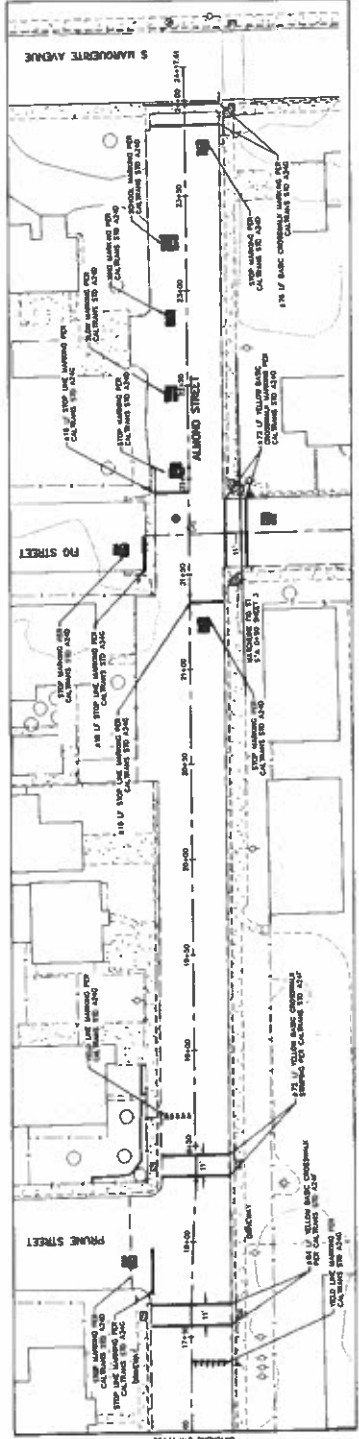
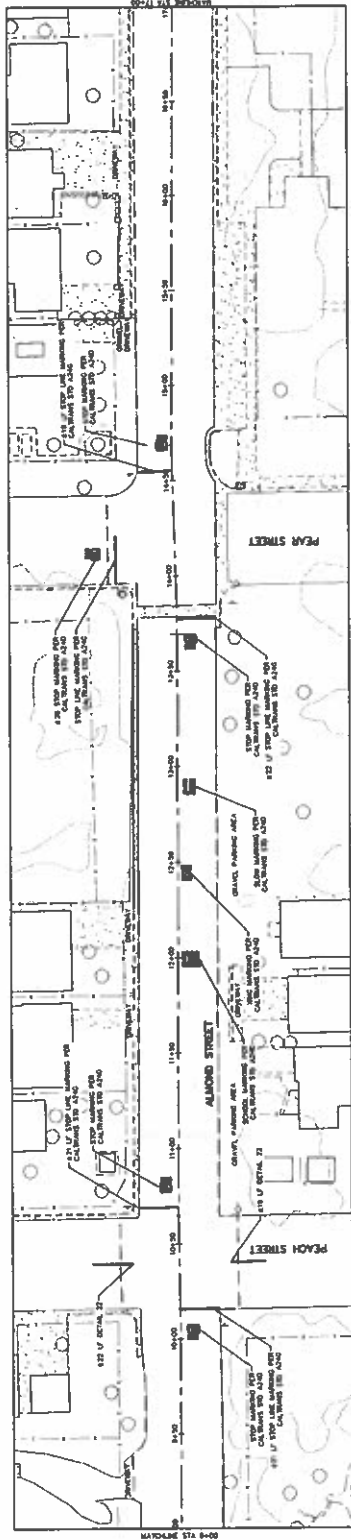
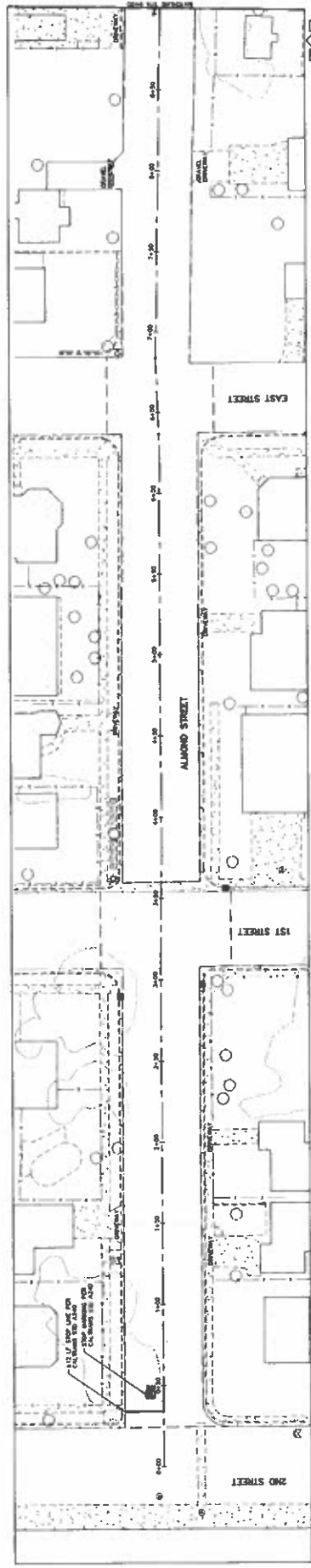
1. THE LOCATION AND EXTENT OF EXISTING UTILITIES SHOWN ON THIS DRAWING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND THE PRESENCE OF UTILITIES IS NOT GUARANTEED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORNING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CORNING.
4. ALL UTILITIES SHALL BE MARKED BY A RED SPRAY LINE AND SHALL BE PROTECTED BY A 4\"/>

A PAVEMENT SECTION



CITY OF CORNING
 784 THIRD STREET
 CORNING, CALIFORNIA

RESURFACING PLAN FG AND HICKORY STREET
ALMOND AND FG ST RESURFACING PROJECT
 APN Number: 15-14-001-001
 Job Number: 15-14-001
 Scale: 1" = 30'
 Date: 10/15/15
 Sheet 3 of 6



- NOTES**
1. ALL STRIPING AND SIGNAGE SHALL BE INSTALLED BY THE DATE SHOWN ON THESE DRAWINGS PRIOR TO WORK BEGINS.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR THE USE OF PUBLIC RIGHTS-OF-WAY AND FOR ANY NECESSARY CONSTRUCTION OF TEMPORARY STRUCTURES, SIGNAGE, AND/OR TRAFFIC CONTROL. ALL PERMITS SHALL BE OBTAINED PRIOR TO THE START OF WORK.
 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CORNING'S STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 4. ALL STRIPING AND SIGNAGE SHALL BE VERIFIED BY THE ENGINEER PRIOR TO THE START OF WORK.

STRIPING PLAN ALMOND STREET
ALMOND AND FG ST RESURFACING PROJECT

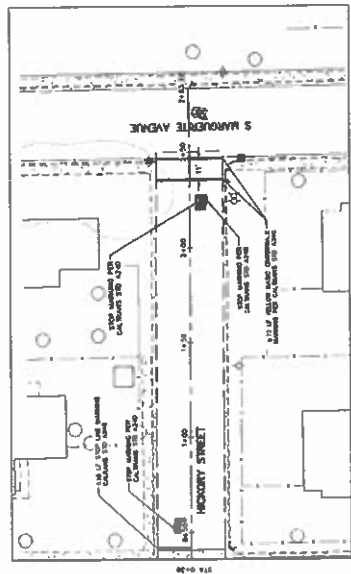
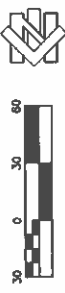
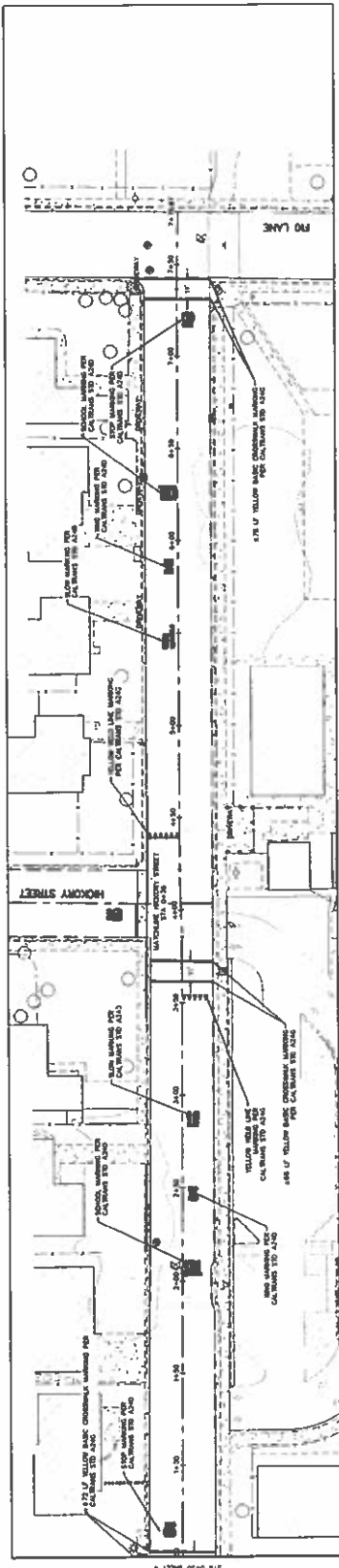
CITY OF CORNING
794 THIRD STREET
CORNING, CALIFORNIA

APR1 Number: NA
 Job Number: 15-001
 Scale: 1"=40'
 Date: 07/17/2015
 Sheet 3 of 3



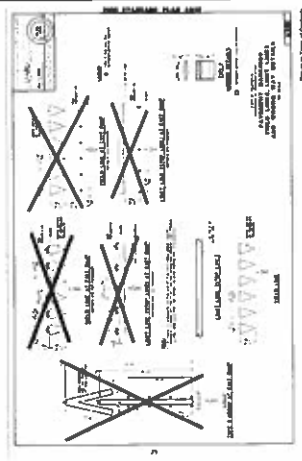
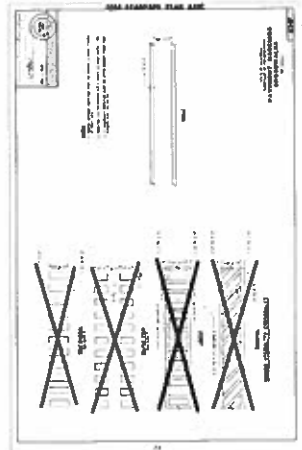
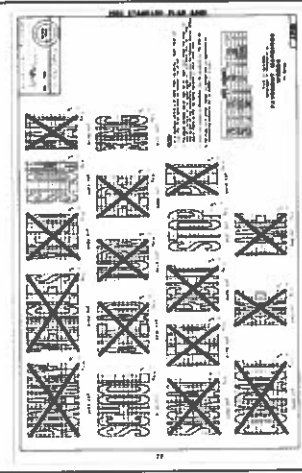
Design	Drawn	Checked	Date	By
AKCO	JMF			





NOTES

1. LIMITS OF STRIPING AND SIGNAGE SHALL BE AS SHOWN BY THE CITY.
2. EXISTING SIGNAGE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
3. ALL STRIPING AND SIGNAGE SHALL BE AGRIPLASTIC UNLESS OTHERWISE NOTED.
4. ALL STRIPING AND SIGNAGE SHALL BE AGRIPLASTIC UNLESS OTHERWISE NOTED.



Designer	MCO
Checker	JMF
Approver	
Date	
By	
Position	



CITY OF CORNING
794 THIRD STREET
CORNING, CALIFORNIA

STRIPING PLAN FG AND HICKORY ST
ALMOND AND FG ST RESURFACING PROJECT
APN Number: 014-007-007
Job Number: 2014-0001
Scale: 1"=30'
Sheet 2 of 6



TECHNICAL SPECIFICATIONS

FOR CONSTRUCTION ON
ALMOND AND FIG STREET
RESURFACING PROJECT

THE TECHNICAL SPECIFICATIONS AND PLANS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED CIVIL ENGINEER.

SIGNED: _____

Licensed Civil Engineer

DATE: _____

PRELIMINARY

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
I - TECHNICAL SPECIFICATIONS.....	3
SECTION 5 - CONTROL OF WORK.....	3
SECTION 6 - CONTROL OF MATERIALS.....	6
II - GENERAL CONSTRUCTION.....	8
SECTION 10 – GENERAL.....	8
SECTION 12 – TEMPORARY TRAFFIC CONTROL.....	11
SECTION 13 – WATER POLLUTION CONTROL.....	14
III - EARTHWORK AND LANDSCAPE.....	16
SECTION 17 – CLEARING AND GRUBBING.....	16
SECTION 19 – EARTHWORK.....	16
IV – SUBBASES AND BASES.....	17
SECTION 26 – AGGREGATE BASE.....	17
V - SURFACINGS AND PAVEMENTS.....	19
SECTION 39 – ASPHALT CONCRETE.....	19
VIII - MISCELLANEOUS CONSTRUCTION.....	20
SECTION 73 – CONCRETE CURBS AND SIDEWALKS.....	20
IX – TRAFFIC CONTROL DEVICES.....	21
SECTION 84 – MARKINGS.....	21
ADDITIONAL SPECIFICATIONS.....	22
FIBERIZED MICRO SURFACING.....	22
ASPHALT-RUBBER CHIP SEAL.....	30

Revised Standard Specifications applicable to the 2023 Edition of the Standard Specifications (1350 pages) from Caltrans website:
<https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications>

I - TECHNICAL SPECIFICATIONS

SECTION 5 - CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5 "Control of Work" of the 2023 Standard Specifications and these Technical Specifications.

Replace "Department's website" in the ninth paragraph of section 5-1.01 with:
State of California Department of Transportation Web site

Replace items 1.1 through 1.7 of paragraph 2 of section 5-1.02 with:

- 1.1. Technical Specifications
- 1.2. Project plans
- 1.3. City of Corning Land Division and Engineering Design Standards
- 1.4. State of California Department of Transportation revised standard specifications
- 1.5. State of California Department of Transportation standard specifications
- 1.6. State of California Department of Transportation revised standard plans
- 1.7. State of California Department of Transportation standard plans
- 1.8. Supplemental project information

Delete the second paragraph of section 5-1.09A.

Add to section 5-1.20:

Contractor is to coordinate with utility companies for the relocation of existing, and construction of new utility facilities, if applicable.

Replace section 5-1.20B(3) with the following:

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor. Unless otherwise specified by the Engineer in writing, all after-award PLACs are to be obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration. Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of Contractor-obtained after-award PLACs for review. Permits from the City will be of no-charge to the Contractor.

Add to section 5-1.20G

Construction Water

The Contractor can obtain water for construction use at no cost from nearby City services. The contractor will have to obtain a hydrant meter from City of Corning City Hall. The Contractor will be charged a deposit that will be reimbursed when the meter is returned at end of project undamaged. The Contractor will not be charged for construction water used.

Delete item 2 from the list following the third paragraph of section 5-1.23A.

Add to section 5-1.24:

As-Built Plans

Contractor shall provide the City with a set of As-Built drawings at the end of the project. As-Built drawings shall be maintained and updated throughout construction, at the end of the project. As-Built drawings shall identify at a minimum all installations of typical and non-typical materials.

Replace section 5-1.26 with the following:

The Contractor must provide stakes if they deem necessary for completing scope of work. Full compensation for staking will be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

Replace "State representatives" in the first, second and third paragraphs of section 5-1.27C:
City of Corning authorized representatives

Replace section 5-1.27E with the following:

Maintain separate records for change order works costs. Change order bills shall be submitted hard copy and shall adhere to Section 5-1.23 "Submittals" of the Standard Specifications.

Delete the second, third, fourth (including items 1 and 2) and fifth paragraph of section 5-1.27E.

Add to section 5-1.27E:

Submit change order bills as part of progress payments as described in section 9-1.16.

Add to section 5-1.29:

Construction Limits

The Contractor shall confine his operations to designated property, road rights-of-way, existing easements, or as identified and designated on the Plans. Any encroachment onto lands outside of these aforementioned areas will require the contractor to supply, in writing, an agreement which shows a right-of-entry, temporary construction easement, proof of ownership or other form of right to use such land(s) PRIOR to the encroachment or use of such lands. Contractor shall also acknowledge, understand and comply with the limitations of activities relating to the approved CEQA and NEPA environmental documents which may limit scope of impacts. Failure to comply with the provisions for construction limits shall result in the immediate suspension of all work until the provisions have been met.

Add to section 5-1.31:

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete and asphalt against vandalism and damage. Any damaged concrete or asphalt will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control will be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

Add to section 5-1.36D:

No valves or other controls on existing utility systems shall be operated for any purpose by the Contractor without prior approval of the Engineer and/or the utility company.

Replace section 5-1.46 with the following:

When you complete the work, request the Engineer's final inspection. The Engineer will promptly inspect the project work.

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance.

Immediately after Contract acceptance, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified in section 6-3.06 of the Standard Specifications.

If the Engineer determines that the work is not complete, the Engineer will develop a final punch list, and the Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that this project work has been completed, the Engineer will again inspect the project work and when satisfied that all project work has been done in accordance with the contract drawings and these Technical Specifications, the Engineer will recommend to the City Council that they formally accept the contract as complete. The completion date, for purposes of computing "Time for Completion" and liquidated damages, if any, will be considered to be the date of Contractor's first written completion notice, provided that, in the Engineer's judgment, the project work is substantially complete and operational at that time.

SECTION 6 - CONTROL OF MATERIALS

The bidder's attention is directed to the provisions in Section "6 Control of Materials" of the 2023 Standard Specifications and these Technical Specifications.

Add to section 6-1.01:

The Department adopts Caltrans's maintained Pre-Qualified Products List (Authorized Materials List) for various construction materials, and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

Materials may be used or specified to be on this maintained list. The Engineer shall not be precluded from sampling and testing products on the Pre-Qualified Products List.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of material supplied that applies to this list.

For those categories of materials included on the Pre-Qualified Products List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the Pre-Qualified Products List if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

Replace section 6-1.04C with the following:

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials subject to Buy America provisions in Section 6-1.04C.

Replace the seventh paragraph of section 6-2.01A "General" with the following:

For a material to comply with a property show in the following table, the Department tests under the corresponding test methods shown:

II - GENERAL CONSTRUCTION

SECTION 10 – GENERAL

The bidder's attention is directed to Section 10 "General" of the 2023 Standard Specifications, and these Technical Specifications.

Replace section 10-1.02B with the following:

Before starting the operational test of a traffic management system that directly impacts traffic, the system must be ready for operation, and all signs, pavement delineation, and pavement markings must be in place at the system's location.

If maintaining existing traffic management system elements during construction is shown on the Bid Item List, a list of the systems shown within the project limits and their operational status is included in the *Information Handout*. Before starting job site activities, conduct a preconstruction operational status check of the existing system's elements and each element's communication status with the transportation management center to which it communicates. If an existing system element is discovered and has not been identified, the Department adds the element to the list of systems. The pre- and post-construction operational status check of the discovered elements is change order work.

If maintaining existing traffic management system elements during construction is not shown on the Bid Item List and an existing system element is discovered during the work, notify the Engineer. The Engineer orders a pre- and post-construction operational status check of the discovered elements. The status check of the discovered elements is change order work.

Conduct the status check with the Engineer and an electrical representative from the traffic operations office of the district in which the work is located. The Department provides you a list of the preconstruction operational status-check results, including:

1. Existing traffic management system elements and their locations within the project limits
2. Fully functioning elements
3. Nonoperational elements

Before Contract acceptance, conduct a postconstruction operational status check of all elements shown on the list with the Engineer and an electrical representative from the traffic operations office of the district in which the work is located.

Add to section 10-1.05:

Coordinate work activities such that will garbage pick-up will not disrupt access to garbage bins. Do not place seals or paving during days of garbage pick-up. Refer to Section 10-1.06 "Advanced Notification".

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

Construction of the new structural section adjacent to the existing traveled way must be performed in successive and once all operations are under way concurrent operations of excavating, preparing subgrade, placing base materials, and paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than 2 working days unless:

- i. Authorized

Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation operations, native material may be used for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal : vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

At the end of each working day if a difference in excess of 8 feet exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural

material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal: vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Before any paving operation that may cover existing utility or monument, reference and record the location of all utility covers and monument.

Add to section 10-1.06:
Advanced Notification

Add to section 10-1.06A:
Advanced Notification of Agencies

Contractor shall have available at all times during Contractor's working hours, a public relations person to deal with public and business concerns and shall report to the Engineering Division, Department of Public Works.

The Contractor shall notify all agencies which may be affected by the construction. Notification shall be in writing and at least 72 hours prior to construction. The notice shall include the project limits, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. The agencies shall include, but not be limited to:

AGENCY	PHONE No:	AGENCY	PHONE No:
Tehama County Landfill/Recycling	(530) 528-1102	City of Corning Fire Department	(530) 527-1126
Corning Irrigation District	(530) 527-4300 Ext. 2	U. S. Postal Service (Corning Post Office)	(530) 527-1455
Corning Joint Unified School District	(530) 529-8700	Corning Municipal Airport	(530) 527-2605
Tehama Rural Area Express	(530) 385-2877	Corning Police Department	(530) 527-3131

The Contractor shall keep current and notify the local Police and Fire Departments of Contractor's construction operation and traffic control changes three (3) days before project work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make Contractor's own arrangements in keeping the project work area clear of parked vehicles

Failure to comply with the provisions for notification shall result in the suspension of all project work until the provisions have been met.

Add to section 10-1.06B:
Advanced Notification to Residents

The Contractor shall notify all residents, businesses, and tenants that may be affected by or are in the immediate vicinity of the construction at least 72 hours prior to construction. Notification shall be in writing and include a brief description of the project work, starting date, planned date of completion, Contractor contact person and Contractor phone number. Notice shall be hand carried by Contractor Representative. Should a change in the project work schedule occur after the residents and/or businesses have been notified the Contractor shall notify the residents and/or businesses of the change in schedule within 24 hours of the originally scheduled starting date.

Contractor shall have at the job site, at all times during Contractor's working hours, a full-time public relations person to deal with public and business concerns and shall report to the City Engineer.

When the construction requires prohibiting parking, "No Parking" signs shall be posted along the construction routes. The signs shall include the dates and times that no parking periods will be in effect. "No Parking" signs shall be mounted on Class I barricades and placed in the gutter pan not more than 500 feet apart. Signs shall be posted a minimum of 24 hours in advance of construction and immediately

SECTION 12 – TEMPORARY TRAFFIC CONTROL

The bidder's attention is directed to Section 12 "Temporary Traffic Control" of the 2023 Standard Specifications and these Technical Specifications.

Add to section 12-1.01:

Temporary Traffic Control Plan

Prepare and submit to the Engineer a Temporary Traffic Control Plan for approval. The Temporary Traffic Control Plan must adhere to the California Manual on Uniform Traffic Control Devices. Refer to Section 5-1.23B of the Standard Specifications and as amended in these Technical Specifications for submittal requirements.

The Contractor or Contractor's representative and all subcontractors shall have a copy of the approved Temporary Traffic Control Plan pertinent to the project work in progress at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the City of Corning to require the Contractor to stop the project work until traffic control is in compliance with the approved Temporary Traffic Control Plan.

Replace section 12-1.03 with the following:

All flagging costs shall be included in the lump sum cost to perform Temporary Traffic Control.

Replace section 12-1.04 with the following:

Temporary Traffic Control shall be paid for on a lump sum basis. The contract price paid for the temporary traffic control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for all the work involved with temporary traffic control including signs and flagging costs, for furnishing and operating the pilot car (including driver, radios, other equipment, and labor), maintaining traffic, portable changeable message signs, including furnishing, placing, operating, modifying messages, maintaining, transportation from location to location, removing and repairing or replacing defective or damaged portable changeable messages, and removal of, when completed, the temporary traffic control devices as shown on the plans, as specified in the 2018 Standard Specifications and these Technical Specifications, and as directed by the Engineer. All fines due to improper installation of the temporary traffic control will be at the Contractors expense.

Add to section 12-4.01 General:

Construction Area Traffic Control:

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

Work Zone Safety and Mobility

A. POLICY: To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.

B. TRAFFIC MANAGEMENT PLAN: Road Rehabilitation projects include preparation, leveling and overlay asphalt courses and/or asphalt seal treatments followed by shoulder backing tasks completed on specific roadway segments selected on an annual basis. For overlays and seal coats, single open lane traffic control in the vicinity of the work zone is utilized to maintain traffic flow and worker safety. For micro-surfacing treatments, local roads may be closed entirely for up to 8 hours while the work is executed. As the work is done during the summer months, there is no impact to local school traffic. The City of Corning utilizes our staff construction inspector to evaluate the traffic delays and impacts to road users to determine if modifications are needed.

City roads, in addition to motorists, service the needs of bicyclists and pedestrians. Since their usage is rare and random, they will be accommodated through the construction zone alongside vehicular traffic throughout the duration of the project.

C. TEMPORARY TRAFFIC CONTROL PLAN: Construction area traffic control will be developed and maintained per the guidelines in the California Manual of Uniform Traffic Control Devices (CA MUTCD) 2014 Revision 2 Part 6, "Temporary Traffic Control".

The primary function of temporary traffic control (TTC) is to provide for the reasonably safe and efficient movement of road users through or around TTC zones while reasonably protecting workers, responders to traffic incidents, and equipment. It is the responsibility of the contractor to install and maintain devices which are necessary to provide passage for the traveling public, through the work, as well as safety of workers.

For the work location, submit a traffic control plan for the road closure and detour required for the construction, for review by the City Engineer prior to starting work. Detour route to be provided by the City Engineer.

At the end of each work day the Contractor shall place temporary pavement delineation in accordance with Section 12-6 of the 2015 Standard Specifications.

Add to section 12-4.01A:

Emergency vehicles shall be permitted to pass through project work area without delay at all times.

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way and on:

1. Friday after 3:00 p.m.
2. Saturday
3. Sunday
4. Designated holidays
5. Special days

Delete the entirety of section 12-4.02C(2)

Add to section 12-4.02C(3)(a):

Maintain all-weather access to all residences and businesses at all times. If a parcel has two driveways, a minimum of one driveway must be open at all times. Contractor shall coordinate with property owners, residents, and business operators as necessary should a driveway closure be required. All businesses are to stay open and operating during the construction.

Add to the end of section 12-4.02C(3)(a):

If you use an impact attenuator vehicle as a shadow vehicle, you are not required to close the adjacent traffic lane for the following activities:

1. Grinding
2. Grooving
3. Saw cutting of concrete slabs
4. Installing loop detectors
5. Structure Excavation and Backfill

Keep a minimum of 1 paved traffic lane at least 10 feet wide open for traffic.

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of section 12-4.02C(7)(a):

Do not use an impact attenuator vehicle to place, remove, or place and remove components of a stationary traffic control system on a 2-lane, two-way highway where the useable shoulder width is less than 10 feet unless otherwise authorized.

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a closure. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the work space from passing traffic.
2. As a shadow vehicle in a moving lane closure.

After placing components of a stationary traffic control system, you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Add to the end of section 12-4.02C(7)(b):

Except for one-way-reversing traffic-control lane closures, the maximum length of the work area inside a closure is 2 miles.

Not more than 2 stationary closures are allowed in each direction of travel at one time.

Concurrent stationary closures in the same direction of travel must be spaced no closer than 1 miles apart. Closures in the same direction of travel on alternating inside lanes and outside lanes must be spaced by an additional 1 mile, unless otherwise authorized.

Closure spacing is the distance between the last cone of the upstream closure and the temporary sign W20-1 of the downstream closure. The number of lanes open in the upstream closures must be less than or equal to the number of lanes open in the downstream closures. For multiple closures in each direction of travel, pick up the downstream closures first.

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not **to exceed 10 minutes**. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 1 miles between flaggers.

Transport bicyclists through the one-way-reversing traffic-control work zone.

For traffic under one-way-reversing traffic control on unpaved areas, the cones shown along the centerline are not required.

You may use a pilot car to control traffic. If a pilot car is used to control traffic, the cones shown along the centerline are not required. Pilot cars must have cellular or radio contact with other pilot cars and personnel in the work zone. The maximum speed of the pilot cars convoying or controlling traffic through the traffic control zone is 25 mph. Pilot cars must only use traffic lanes open to traffic.

Replace section 12-6.04 with the following:

Full compensation for Temporary Pavement Delineation shall be considered as included in other Temporary Traffic Control prices paid and no separate payment will be made.

END OF SECTION

AA

SECTION 13 – WATER POLLUTION CONTROL

The bidder's attention is directed to Section 13 "Water Pollution Control" of the 2023 Standard Specifications and these Technical Specifications.

This project is greater than 1 acre in size; therefore, a California General Permit for Stormwater Discharges will be needed. The Contractor shall be responsible for preparing an Erosion Control Plan and implementing the associated BMPs.

Add to section 13-1.01A:

This project qualifies for a Low-Erosivity Waiver because the soil disturbance area is anticipated to be between 1 and 5 acres and the R-factor is less than 5 if construction activities are performed in climatically drier time. The Erosivity Waiver and R-factor are described in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by 2010-0014-DWQ).

Discharges of storm water from the project must comply with most current NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-009-DWQ, NPDES No. CAS000002, as amended by 2010-0014-DWQ).

Add to section 13-1.01B:

Active and Inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

Construction Phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

CSMP: Construction Site Monitoring Program.

NAL: Numeric Action Level

NEL: Numeric Effluent Limit

NPDES: National Pollutant Discharge Elimination System

NOI: Notice of Intent

normal working hours: The hours you normally work on this project

Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

QSD: Qualified SWPPP Developer

QSP: Qualified SWPPP Practitioner

REAP: Rain Event Action Plan.

RWQCB: Regional Water Quality Control Board.

SAP: Sampling and Analysis Plan

SSC: Suspended Sediment Concentration

SWRCB: State Water Resources Control Board

SWPPP: Storm Water Pollution Prevention Plan

WDID: Waste Discharge Identification Number

WPC: Water Pollution Control

WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the Erosion Control Plan and oversees revisions and amendments to the Erosion Control Plan.

Add to section 13-2.03:

No condition of the erosion control plan shall release the contractor from any responsibilities or requirements under other environmental statutes and regulations.

The Contractor shall maintain the BMP measures throughout the project. It is the Contractors responsibility to continue BMP maintenance during any project delays if any shall occur.

It is the Contractor's responsibility to perform daily visual inspections of all stormwater pollution control devices. Summaries noting the daily inspections shall be submitted monthly to the contracting agency along with payment requests. The contractor shall maintain all storm water pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

Replace section 13-2.04 with:

The cost of installing, maintaining, conducting daily inspections and removal of, when completed, the BMP items shall be measured on a lump sum basis. The contract lump sum price paid for the water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with the erosion control plan as specified on the plan and these Technical Provisions. All fines due to improper installation of the BMP will be at the Contractors expense.

END OF SECTION

AA

III - EARTHWORK AND LANDSCAPE

SECTION 17 – CLEARING AND GRUBBING

The bidder's attention is directed to Section 17-2, "Clearing and Grubbing" of the 2023 Standard Specifications and these Technical Specifications.

Add to section 17-2.01:

In addition, the following existing facilities, as described below and as shown on the contract plans, shall be removed and disposed of by the Contractor:

- i. Traffic stripes and pavement markings shall be removed by a method that does not materially damage the exiting pavement.
- ii. Remove and additional items encountered by the Contractor that are associated with the completion of this project as determined necessary by the City of Corning
- iii. Remove all excess construction materials and equipment at the end of the project

Do not sell or give away materials from improvements to the general public at the job site. You may sell materials to duly licensed contractors and material vendors provided that you remove the materials from the job site.

Add to section 17-2.03D:

Residue resulting from removal operations of existing pavement markings and traffic stripes shall be removed from pavement surfaces by seeping or vacuuming before the residue is blow by the action of traffic or winds, migrates across lanes or shoulders, or enters into drainage facilities.

Replace section 17-2.04 with:

Clearing and grubbing shall be paid for on a lump sum basis. The contract price paid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in clearing and grubbing including the placement of temporary construction fencing and the removal of all listed items above, as shown on the plans, as specified in the 2023 Standard Specifications and these Technical Specifications, and as directed by the Engineer.

SECTION 19 – EARTHWORK

The bidder's attention is directed to Section 19-2, "Roadway Excavation" of the 2023 Standard Specifications and these Technical Specifications.

Replace section 17-2.04 with:

Roadway Excavation shall be measured in cubic yard (CY). The contract price paid for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in Roadway Excavation including the placement of temporary construction fencing, removal of all removed existing pavement material and unfit native/aggregate base, as shown on the plans, as specified in the 2023 Standard Specifications and these Technical Specifications, and as directed by the Engineer.

END OF SECTION

AA

IV – SUBBASES AND BASES

SECTION 26 – AGGREGATE BASE

The bidder's attention is directed to Section 26, "Aggregate Base" of the 2023 Standard Specifications and these Technical Specifications.

Add to section 26-1.02A:

Only Class 2 Aggregate Base shall be used.

Remove section 26-1.02C.

Replace 26-1.04 with:

Aggregate Base shall be measured in cubic yard (CY). The contract price paid for Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in Aggregate Base including the placing, grading and compaction of Aggregate Base material, as shown on the plans, as specified in the 2023 Standard Specifications and these Technical Specifications, and as directed by the Engineer.

V - SURFACINGS AND PAVEMENTS

SECTION 39 – ASPHALT CONCRETE

The bidder's attention is directed to Section 39, "Asphalt Concrete" of the 2023 Standard Specifications and these Technical Specifications.

Place Hot Mix Asphalt as shown.

Replace SP-2 at each occurrence in section 39 with:

MS-2

Add between the 3rd and 4th paragraphs of section 39-2.01A(1):

For HMA that uses asphalt binder containing crumb rubber modifier, submit a Crumb Rubber Usage Report form monthly and at the end of the project.

Add to section 39-2.01A(1):

Asphalt Institute MS-2	7th edition (2015)
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Replace the 2nd sentence in the 3rd paragraph of section 39-2.01A(4)(b) with:

Submit 3 parts and keep 1 part.

Replace section 39-2.01D with:

Asphalt concrete shall be measured by the ton. The contract price paid for Asphalt concrete shall include full compensation for furnishing all labor, materials, tools and equipment and incidentals and for doing all the work involved in constructing asphalt concrete, complete in place, including application of prime coat or paint binder (tack coat), as shown on the plans and as specified in the 2023 Standard Specifications and these Technical Specifications, and as directed by the Engineer.

END OF SECTION

AA

VIII - MISCELLANEOUS CONSTRUCTION

SECTION 73 – CONCRETE CURBS AND SIDEWALKS

The bidder's attention is directed to Section 73, "Concrete Curbs and Sidewalks" of the 2023 Standard Specifications and these Technical Specifications.

Add to the end of the first paragraph of section 73-1.01:
and valley gutters.

Replace section 73-3.04 with the following:

Minor concrete for curb and gutter and driveway approaches shall be paid by the lineal foot. Minor concrete for valley gutter shall be paid by the square foot. The contract price paid for minor concrete (curb [rolled and vertical], gutter, driveway approaches, and valley gutters) shall include full compensation for furnishing all labor, tools, materials, and equipment, and for doing all the work involved in installing minor concrete including minor grading under the concrete, and aggregate base placement and compaction, as shown on the plans, as specified in the 2023 Standard Specifications and these Technical Specifications, and as directed by the Engineer.

END OF SECTION

AA

IX – TRAFFIC CONTROL DEVICES

SECTION 84 – MARKINGS

The bidder's attention is directed to Section 84, "Markings" of the 2023 Standard Provisions and these Technical Provisions.

END OF SECTION

AA

ADDITIONAL SPECIFICATIONS

FIBERIZED MICRO SURFACING

GENERAL

Fiberized micro surfacing shall consist of mixing a polymer modified cationic quickset emulsion, glass fibers, aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer.

The fibers shall be added by means of automatic injection into the micro surfacing pug-mill at a consistent length and application rate which is adjustable to meet the approval of the Engineer.

MATERIAL

The material for fiberized micro surfacing shall conform to the following requirements:

Fiberized Emulsion

The asphalt emulsion for fiberized shall be a polymer modified cationic quickset (PMCQS.-lb), shall be homogenous and shall conform to the provisions of these special provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. Polymer solids must be a minimum of 3.0 % by weight of the emulsion's residual asphalt. Provide a certificate of compliance certifying the amount of polymer.

The PMCQS-1h emulsion shall conform to the following requirements when tested in conformance with the following test methods:

POLYMER MODIFIED CATIONIC QUICKSET EMULSION		
Specification Designation	Test Method	Requirement
Viscosity SSF @ 77°F (25°C) '1	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max*	ASTMD 244	5 Percent
Residue by Evaporation, min.	AASHTO T59	62 Percent

Note: *Waived if to be used within 48 hours of manufacture.

SPECIFICATION DESIGNATION FOR RESIDUE		
Specification Designation	Test Method	Requirement
Penetration @ 77°F (25°C), IOOg, 5s	AASHTO T 51	40-90
Softening Point °F (°C) min.	AASHTO T 53	135 (57)
Torsional Recovery min.	California Test 332	20'

Fiber

The fiber used in the fiberized micro surfacing shall be FORTA Surface-EXT fiber, or equivalent alkali and acid resistant fiber, meeting the following specifications. It shall be cut to ¼ to ½ inch in length by an automated fiber cutter system installed on truck prior to adding to the PMCQS-1h emulsion. The fiber shall be added at a rate 0.15% - 0.40% by dry weight of aggregate. The fiber shall meet the following requirements:

ALKALI AND ACID RESISTANT GLASS FIBER					
Lineal Weight of Roving (tex) ISO 1889	Linear Weight of Strand (tex) ISO 1889	Moisture Content (%) ISO 3344	Specific Gravity	Softening Point (°C)	Tensile Strength (MPa)
4800 min.	100 min.	0.35 max.	2.68 g/cm ³	860 min.	1700 min.

Note: Bidder must submit the proposed fiber physical properties and test results at the time of bid.

Water and Additives

The water shall be potable and free of harmful soluble salts or reactive chemicals and other contaminants. If necessary, for workability, a set-control agent may be used and must be included as part of the mix design and be compatible with the other components of the mix.

Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs and will be considered part of the aggregate gradation.

Aggregate

Aggregate used in the fiberized micro surfacing shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversize particles.

The aggregate, prior to the addition of emulsion, shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed.

The percentage composition by weight of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with AASHTO T 27 and AASHTO T 11:

Type II Grading		Type III Grading	
Sieve Size	Percentage Passing	Sieve Size	Percentage Passing
3/8"	100	3/8"	100
No. 4	94-100	No. 4	70-90
No. 8	65-90	No. 8	45-70
No. 16	40-70	No. 16	28-50
No. 30	25-50	No. 30	19-34
No. 200	5-15	No. 200	5-15

Test	Test Method	Requirements
Sand Equivalent (Min.)	AASHTO T 176	65
Durability Index (Min.)	AASHTO T 210	60
Percentage of Crushed Particles (min.)	ASTM D 5821	100%
Loss Angeles Rattler Loss at 500 rev. (Max.)	AASHTO T 96	35%

Los Angeles Rattler shall be performed on the parent aggregate before crushing. 2. When a single lift is specified it shall be designated by the engineer. When a double lift is specified, type III shall be placed as the first lift and type II shall be placed as the second (i.e. final) lift.

No single aggregate grading or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

MIX DESIGN

At least 7 working days before the fiberized micro surfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt	5.5% to 10.5% by dry weight of aggregate
Mineral Filler	0.5% to 3% by dry weight of aggregate
Fiber	0.15% to 0.40% by dry weight of aggregate
Additive and Water	As needed

Test	ISSA Test Method	Requirements
Wet Cohesion @30 Minute (Set) (Min.) @ 60 Minute (Traffic) (Min.)	TB*139	12 kg-cm 20 kg-cm
Excess Asphalt	TB*109	540 g/m ²
Wet Stripping (Min.)	TB* 114	90%
Wet Track Abrasion 6-day Soak Loss (Max.)	TB*100	810g/m ²
Displacement Lateral (Max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg)(Max.)	TB*147A	5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @77°F (25°C)	TB* 113	Controllable to 120 Seconds

Note: TB* = Technical Bulletin

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed fiberized micro surfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

The laboratory that performed the tests and designed the mixture shall sign the laboratory report and shall be AMRL certified and/or participate in the AASHTO Proficiency Program. The report shall show the results of the tests on individual materials and shall compare them values to those required by these special provisions. The report shall clearly show the proportions of aggregate, fiber, filler (minimum and maximum), water (minimum and maximum), set control additive, and PMCQS-lh solids content (minimum and maximum) based on the dry weight of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 6 months.

The component materials used in the mix design shall be representative of the fiberized micro surfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the fiberized micro surfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these special provisions, the fiberized micro surfacing mixture shall be sufficiently cured to support unrestricted traffic.

PROPORTIONING

Aggregate, mineral filler, PMCQS-lh, fiber, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cut off gate. The height of the gate opening shall be determinable. The PMCQS-lh shall be proportioned by a positive displacement

pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with the ISSA Inspector's Manual MA-1 prior to usage.

The delivery rate of aggregate and PMCQS-lh per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with ISSA Inspector's Manual MA-1 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pug-mill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons each. The emulsion pump shall deliver PMCQS-lh to the pug-mill with such volumetric consistency that the deviation for

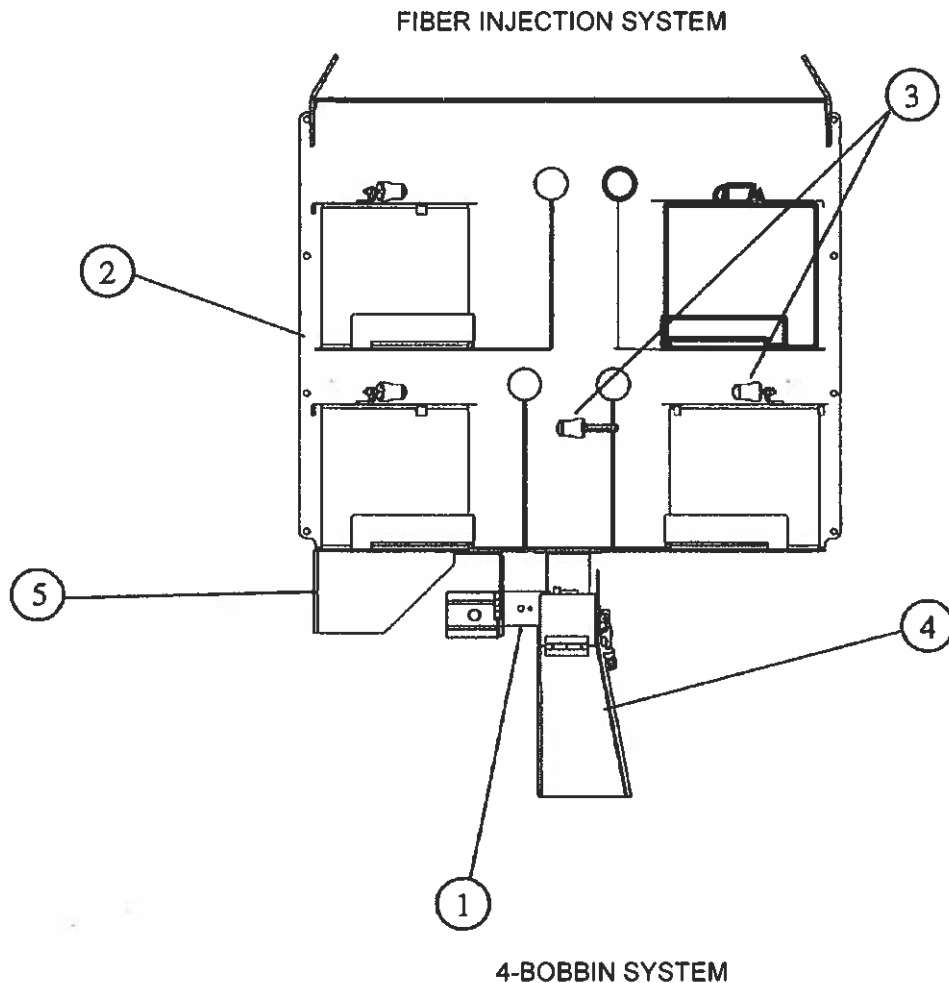
any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3' runs of at least 300 gallons each. The water pump shall deliver water to the pug-mill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The PMCQS-lh storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the PMCQS-lh level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the PMCQS-lh and shall be accurate to within 10°F.

The fiber shall be added at a rate of 0.15 to 0.40% by weight of dry aggregate. The mixer-spreader trucks shall be equipped with a fiber chopper, fiber storage and control systems for injecting fibers into the micro surfacing mix. Pre-chopped barrel type feeders shall not be used. It shall be capable of providing up to 7 lbs./min. of fiber injection. The chopper shall cut from 4 bobbins of fiber into ¼ to ½ inch long pieces and feed them into the aggregate as it enters the inlet hopper the system shall turn on and off with the main start of the mixers spreader truck. The system shall be powered by the main hydraulic system of the mixer-spreader truck. The mixer-spreader truck shall be capable of providing 3-5 cu.ft./min. of air from the truck air compressor for nozzle cooling and chopper flushing. The mixer-spreader truck shall include an enclosure/mounting and feed system for up to 4 bobbins of fiber roving.

Contractor may use a 4 bobbin injection system as specified in the following diagram, a FORTA Ranger or equivalent fiber dispenser:



- | | |
|---|---|
| <ul style="list-style-type: none"> 1. Fiber Chopper Head 2. Fiber Enclosure 3. Fiber Roll Supports and Feed System | <ul style="list-style-type: none"> 4. Fiber Chopper Output Chute 5. System Monitoring and Control Panel |
|---|---|

Note: The bidder must submit the specifications for the injection system at the time of bid. The belt delivering the aggregate to the pug-mill shall be equipped with a device to monitor the depth of aggregate being delivered to the pug-mill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

MIXING AND SPREADING EQUIPMENT

The fiberized micro surfacing shall be mixed in continuous pug-mill mixers of adequate size and power for the type of fiberized micro surfacing to be placed. All indicators shall be in conformance with the provisions of these special provisions and shall be in working order prior to commencing mixing and spreading operations.

All mixer-spreader trucks shall be equipped to proportion the PMCQS-lh, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The device shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one tenth of a revolution.

The fiberized micro surfacing mixture shall be spread by means of a spreader box conforming to the requirements in the "Spreader Box" section of these specifications.

The automated fiber cutter system must have an automated counting mechanism to mechanically monitor and count the gross amount of fiber being cut and directly injected into the mix during application.

Stainless Steel Liquid Additive System

150-gallon (565 liter) stainless steel tank connected to main water pump for water supply to dilute additive. Additive pump must also be stainless steel, driven hydraulically for a maximum delivery capacity of 15 gallons (57-liters) per minute. Must also include electronic flow meter as part of the computer display and is automatically sequenced to production start/stop.

Monitoring System

Each fiberized micro surfacing truck must include a system that can monitor Conveyor Slip Ratio (the timing between the head pulley and the tail pulley and measures slippage between the two and automatically shuts down the conveyor belt if too much slippage is registered). The emulsion tank and aggregate hopper must also have safety shut down systems that will stop the production of slurry if they fail to register material flows. All three systems must have, warning lights with push buttons, which allow the alarm to be shut off during calibration or in case of a malfunction. The emulsion tank and water tank levels must be displayed on the computer display. This system must also have a calibration mode, which allows it to be preset for a determined number of revolutions for aggregate, emulsion and fines counts which will allow the unit stop at that number. The reporting system must monitor ground travel and when the spreader box width is input into the computer, the production rate and spread rate can be displayed, as well as displaying an average distance remaining per load. In addition, the computer must provide automatic maintenance indications based upon filter condition and engine hours. To comply with CalTrans specifications a separate display must be provided that can be viewed from the ground next to the machine that displays material usage and shutdown alarms.

Spreader Box

For Type II fiberized micro surfacing the spreader box shall be capable of spreading a lane width and equipped with a material such as flexible rubber belting on each side and in contact with the pavement. If the spread width is wider than 7.5 feet, a spreader box shall be equipped with a means, such as baffles or reversible motor-driven augers, to uniformly apply micro surfacing on super elevated sections and shoulder slopes. The spreader box shall be equipped with rear flexible strike-off blades making close contact with the pavement and adjustable to various crown shapes in order to apply a uniform micro surfacing.

The spreader box shall be equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs. The spreader box shall be clean and free of excess micro surfacing and/or PMCQS-lh at the start of each work shift.

For Type III fiberized micro surfacing the spreader box shall be capable of placing the minimum of 12 feet wide and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent the loss of fiberized micro surfacing from the box. Spreader boxes over eight feet in application width shall have baffles and be double shafted reversible motor driven augers.

Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of fiberized micro surfacing and PMCQS-lh at the start of each work shift.

For Type III fiberized micro surfacing the spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform fiberized micro surfacing finished surface. The final strike-off device shall be fabricated of flexible material and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the fiberized micro surfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

PREPARATION FOR FIBERIZED MICRO SURFACING

Before placing the fiberized micro surfacing, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, and other extraneous material. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

A tack coat of asphaltic emulsion shall be applied to all Portland cement concrete surfaces when there is a contract item for the work or when the work is required in these special provisions. The asphaltic emulsion for tack coat shall be grade SS-1, SS-lh, CSS-1, CSS-lh or CQS and shall conform to the provisions in the Standard Specifications. The asphaltic emulsion shall be mixed in the proportion of one part of emulsion (which contains up to 43 percent water) to 3 parts water. The mixture shall be applied at the approximate rate of 0.04-0.08 gal/yd². When asphaltic emulsion is used as a tack coat, fiberized micro surfacing shall not be placed until the asphaltic emulsion has cured.

PLACING

The fiberized micro surfacing mixture shall be uniformly spread on the existing surface within the rate specified without spotting, re-handling or otherwise shifting of the mixture. For a double fiber seal, the first layer (bottom) will be Type III and second layer will be Type II (on top). Type III bottom lift should stay off the gutter line by 6" inches.

The fiberized micro surfacing mixture shall not be placed when the ambient temperature is below 50 °F or during unsuitable weather. Fiberized micro surfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

Fiberized micro surfacing shall be spread at a rate within the following ranges of pound of dry aggregate per square yard:

FIBERIZED MICRO SURFACING TYPE	LOCATION	SPREAD RATE LBS. AGG/SQ. YD.
Type II	Full Traffic Width	14-16
Type III	Full Traffic Width	28-30

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product. Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be (butt joints) with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the fiberized micro surfacing. Other suitable methods to avoid double placement of the fiberized micro surfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the PMCQS-lh and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the fiberized micro surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the fiberized micro surfacing will not adhere to or be picked up by the tires of vehicles. When placing multiple layers of fiberized micro surfacing the second layer shall not be placed until the following day or later.

After the initial break of the fiberized micro surfacing and within a minimum of 2 hours after placement the fiberized micro surfacing shall be rolled with a pneumatic tire roller meeting the following requirements:

- Pneumatic - 9.3 tons minimum weight
- Pneumatic - The roller shall be equipped with 7 total wheels, 4 in the rear and 3 in the front of the roller with an equipped water sprayer system.

The rollers shall make a minimum of three passes per layer on the surface.
The roller shall make a minimum of three passes on the surface.

Fiberized Micro surfacing shall be traffic ready within 60 minutes of being applied to roadway surface. The term "Traffic Ready" means allowing uncontrolled traffic on the roadway surface.

Placement of the fiberized micro surfacing shall cease a minimum of one hour before the expiration of the road closure hours as specified in "Maintaining Traffic" of these special provisions, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

REPAIR OF EARLY DISTRESS

If bleeding, raveling, delamination, rutting, or wash boarding occurs within 60 days after placing the fiberized micro surfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

MEASUREMENT AND PAYMENT

Micro surfacing is measured by square yard of material placed on each lift and differentiated between double and single fiber seal. The Contract price paid per square yardage for micro surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the micro surfacing, complete in place, including testing for the furnished mix design, cleaning the surface, furnishing added water and set-control additives, mixing water with asphalt emulsion for coating the pavement and protecting the micro surfacing until it has set, all as shown on the plans, and as specified in these special provisions, and as directed by the engineer.

END OF SECTION

ASPHALT-RUBBER CHIP SEAL

ASPHALT-RUBBER SEAL COAT

Asphalt-rubber seal coat shall consist of an application of asphalt-rubber binder and screenings precoated with paving asphalt. Asphalt-rubber seal coat shall conform to the provisions specified for seal coats in Section 37-2, "Seal Coats," of the Caltrans Standard Specifications 2023 and to these special provisions.

PAVING ASPHALT

Paving asphalt to be used in the asphalt-rubber binder shall be Grade 64-16 and shall conform to the provisions in Section 92 of the Caltrans Standard Specifications and ASTM 6373. The paving asphalt for use in asphalt-rubber binder shall not be polymer modified.

ASPHALT MODIFIER

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the following requirements:

Asphalt Modifier

Test Parameter	ASTM Designation	Requirement
Viscosity, m ² /s (10-6) at 100°C	D 445	X ±3*
Flash Point, CL.O.C. °C	D 92	207 min.
Molecular Analysis		
Asphaltenes, % by mass	D 2007	0.1 max.
Aromatics, % by mass	D 2007	55 min.

* "X" denotes the proposed asphalt modifier viscosity from 19 to 36. A change in "X" requires a new asphalt rubber binder submittal.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder. The asphalt rubber binder supplier determines the exact percentage.

If blended, the asphalt binder must be from 375 to 440 degrees F when asphalt modifier is added and the mixture must circulate for at least 20 minutes. Asphalt binder, asphalt modifier, and crumb rubber modifier may be proportioned and combined simultaneously.

CRUMB RUBBER MODIFIER (CRM)

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. CRM shall be ground or granulated at ambient temperature.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced crumb rubber modifier particles must be large enough to be ground or granulated.

Wire must not be more than 0.01 percent by weight of crumb rubber modifier. Crumb rubber modifier must be free of contaminants except fabric, which must not exceed 0.05 percent by weight of crumb rubber modifier.

The length of an individual crumb rubber modifier particle must not exceed 3/16 inch.

Crumb rubber modifier must be dry, free-flowing particles that do not stick together. A maximum of 3 percent calcium carbonate or talc by weight of crumb rubber modifier may be added. Crumb rubber modifier must not cause foaming when combined with the asphalt binder and asphalt modifier.

Specific gravity of crumb rubber modifier must be from 1.1 to 1.2 determined under California Test 208.

When tested under ASTM D 297, crumb rubber modifier must comply with the requirements shown in the following table:

Test Parameter	Scrap Tire CRM Percent		High Natural CRM Percent	
	Minimum	Maximum	Minimum	Maximum
Acetone Extract	6.0	16.0	4.0	16.0
Rubber Hydrocarbon	42.0	65.0	50.0	—
Natural Rubber content	22.0	39.0	40.0	48.0
Carbon Black Content	28.0	38.0	—	—
Ash Content	—	8.0	—	—

The CRM for asphalt-rubber binder shall conform to the gradations specified below when tested in conformance with the requirements in ASTM C 136, except as follows:

- A. Split or quarter 100 g±5 g from the CRM sample and dry to a constant mass at a temperature of not less than 57°C nor more than 63°C and record the dry sample mass. Place the CRM sample and 5 g of talc in a 0.5-L jar. Seal the jar, then shake the jar by hand for a minimum of one minute to mix the CRM and the talc. Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc is uniformly mixed.
- B. Place one rubber ball on each sieve. Each ball shall have a mass of 8.5 g ±0.5 g, have a diameter of 24.5 mm ±0.5 mm, and shall have a Shore Durometer "A" hardness of 50 ±5 in conformance with the requirements in ASTM Designation: D 2240. After sieving the combined material for 10 minutes ±1 minute, disassemble the sieves. Material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-mm sieve and leave this material (do not discard) on the scale or balance. Observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00-mm sieve) shall be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on that sieve (2.00-mm sieve). Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total mass of fabric balls in the sample.
- C. Determine the mass of material passing the 75-µm sieve (or mass retained in the pan) by subtracting the accumulated mass retained on the 75-µm sieve from the accumulated mass retained in the pan. If the material passing the 75-µm sieve (or mass retained in the pan) has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75-µm sieve and record that number (next to the crossed out number) as the accumulated mass retained in the pan. If the material passing the 75-µm sieve (or mass retained in the pan) has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan is made to account for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent.

Scrap Tire CRM Gradation

Percentage Passing			
Sieve Size	Gradation Limit	Operating Range	Contract Compliance
No. 8	100	100	100
No. 10	98-100	95-100	90-100
No. 16	45-75	35-85	32-88
No. 30	2-20	2-25	1-30
No. 50	0-6	0-10	0-15
No. 100	0-2	0-5	0-10
No. 200	0	0-2	0-5

High Natural CRM Gradation

Percentage Passing			
Sieve Size	Gradation Limit	Operating Range	Contract Compliance
No. 10	100	100	100
No. 16	95-100	92-100	85-100
No. 30	35-85	25-95	20-98
No. 50	10-30	6-35	2-40
No. 100	0-4	0-7	0-10
No. 200	0-1	0-3	0-5

ASPHALT-RUBBER BINDER

Asphalt-rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier.

At least 15 days before its intended use, the Contractor shall furnish the Engineer four 1-quart cans filled with the asphalt-rubber binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation and samples of all materials to be used in the asphalt-rubber binder, at least 15 days before construction is scheduled to begin. The binder formulations shall consist of the following information:

- A. Paving Asphalt and Modifiers:
 - a. Source and grade of paving asphalt.
 - b. Source and identification (or type) of modifiers used.
 - c. Percentage of asphalt modifier by weight of paving asphalt.
 - d. Percentage of the combined blend of paving asphalt and asphalt modifier by total weight of asphalt-rubber binder to be used.
 - e. Laboratory test results for test parameters shown in these special provisions.
- B. Crumb Rubber Modifier (CRM):
 - a. Source and identification (or type) of scrap tire and high natural CRM.
 - b. Percentage of scrap tire and high natural CRM by total weight of the asphalt-rubber blend.
 - c. If CRM from more than one source is used, the above information will be required for each CRM source used.
 - d. Laboratory test results for test parameters shown in these special provisions.
- C. Asphalt-Rubber Binder:
 - a. Laboratory test results of the proposed blend for test parameters shown in these special provisions.
 - b. The minimum reaction time and temperature.

The method and equipment for combining the paving asphalt, asphalt modifier, and CRM shall be so designed and accessible that the Engineer can readily determine the percentages by weight for each material being incorporated into the mixture.

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 79 percent ±1 percent combined paving asphalt and asphalt modifier and 21 percent ±1 percent CRM. However, the minimum amount of CRM shall not be less than 20.0 percent. Lower values shall not be rounded up. The CRM shall be combined at the production site and shall contain 76 percent ±2 percent scrap tire CRM and 24 percent ±2 percent high natural CRM, by weight.

The blended paving asphalt and asphalt modifier mixture and the CRM shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture.

The temperature of the blended paving asphalt and asphalt modifier mixture shall not be less than 375 °F nor more than 440 °F when the CRM is added. The combined materials shall be reacted for a minimum of 45 minutes after incorporation of the CRM at a temperature of not less than 375 °F nor more than 425 °F. The temperature shall not be higher than 10 °F below the actual flash point of the asphalt-rubber binder.

After reacting, the blended asphalt-rubber binder shall conform to the following requirements:

Blended Asphalt-Rubber Binder

Test Parameter	ASTM Test Method	Requirement	
		Minimum	Maximum
Cone Penetration @ 25°C, 1/10 mm	D 217	25	60
Resilience @ 25°C, Percent rebound	D 5329	18	50
Field Softening Point, °C	D 36	55	88
Viscosity @190°C, Pa · s (x10 ⁻³)	ASTM D 7741	1500	2500
Vialit Test "French Chip"	Caltrans Method	90%	-

1) The Vialit test shall be performed according to Caltrans specifications except asphalt rubber shall be applied to the test plates in an amount equivalent to the specified application rate for the project. The 48 hour cure shall be at ambient temperature not 60C. Test pan lips shall be high enough to prevent asphalt cement from over flowing. Aggregate used shall be the aggregate proposed for use on the project and shall be pre-coated as required for asphalt rubber chip seal.

The reacted asphalt-rubber binder shall be maintained at a temperature of not less than 375 °F nor more than 415 °F.

Stop heating unused asphalt rubber binder 4 hours after the 45-minute reaction period. Reheating asphalt rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt rubber binder must be from 375 to 415 degrees F before use.

During reheating, you may add scrap tire crumb rubber. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt rubber binder must comply with the specifications for asphalt rubber

SCREENINGS

Screenings for asphalt rubber seal coat must comply with the 3/8" grading.

Before precoating with asphalt binder and when tested under California Test 202, screenings for asphalt rubber seal coat must have the gradation shown in the following table:

Asphalt Rubber Seal Coat Screenings Gradation

Sieve sizes	Percentage passing by weight		
	Coarse 1/2" max	Medium 1/2" max	Fine 3/8" max
3/4"	100	100	100
1/2"	75-90	85-90	95-100
3/8"	0-20	0-30	70-85
No. 4	0-2	0-5	0-15
No. 8	--	--	0-5
No. 200	0-1	0-1	0-1

Screenings must have the values for the properties shown in the following table:

Seal Coat Screenings

Properties	Test method	Value
Cleanness value, min	California Test 227	80
Durability, min	California Test 229	52

EQUIPMENT

The Contractor shall utilize the following equipment for asphalt-rubber seal coat operations:

- A. Self-propelled power brooms that clean the existing pavement and remove loose screenings without dislodging screenings set in the asphalt-rubber binder. Gutter brooms or steel-tined brooms shall not be used;
- B. Pneumatic tired rollers conforming to the provisions in Section 39-3.03, "Spreading and Compacting Equipment," of the Standard Specifications, except that the rollers shall have an air pressure of 100 pounds per square inch and maintained so that the air pressure will not vary more than ± 5 pounds per square inch in each tire or the tires shall be foam filled. A sufficient number of rollers shall be used so that one complete coverage will be provided in one pass;
- C. A self-propelled screenings spreader, equipped with a screenings hopper in the rear and belt conveyors to carry the screenings to the front of a spreading hopper. The screenings spreader shall be capable of providing a uniform screening spread rate over the entire width of the traffic lane in one application;
- D. An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within ± 5 °F and shall be of the recording type;
- E. A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The blending system shall vary the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than ± 25 °F. The paving asphalt feed, the asphalt modifier feed, and CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters

used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device that delivers a representative sample of the completed asphalt-rubber binder of sufficient size to permit the required tests;

- F. An asphalt-rubber binder storage tank equipped with a heating system to maintain the proper temperature of the asphalt-rubber binder and an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier, and CRM;
- G. A self-propelled truck or trailer mounted distributor, equipped with an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM. The distributor shall have a pump or pumps that sprays asphalt-rubber binder within ± 0.05 gallon per square yard of the specified rate. The distributor shall have a fully circulating spray bar that applies the asphalt-rubber binder without a streaked or otherwise irregular pattern. The distributor shall be equipped with a tachometer, pressure gages, volume measuring devices, and thermometer. The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles are in full view and readily accessible for unplugging plugged nozzles, should plugging occur; and
- H. Tailgate discharge trucks for hauling screenings shall be equipped with a device to lock onto the hitch at the rear of the screenings spreader. Haul trucks shall be compatible with the screenings spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in screenings spilling while dumping into the receiving hopper.
- I. Under supports for scale bearing points for scale structures where the total load, live plus dead load, is less than 17 tons, shall be as follows:
 - a. Structure shall be supported on at least 4 legs. The total load on any one leg shall not be greater than 14.5 psi.
 - b. Undersupport shall be structural grade steel with a minimum cross sectional dimension of 20 inches and a minimum thickness of 1.5 inch.
 - c. Entire scale structure including supports shall be constructed so no movement or deflection is possible during production operations. Only metal shall be used in the scale support structure.
 - d. Scale structure shall be level during device calibration and material production.
 - e. Adequate drainage shall be provided to prevent saturation of the ground under the scale. The ground under the scale shall remain in a condition which will support 14.5 psi at each support.
 - f. At the option of the Contractor, the scale structure shall be installed using concrete under supports in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications may be used.

Equipment shall be approved by the Engineer prior to use.

ASPHALT-RUBBER BINDER APPLICATION

Apply asphalt rubber binder immediately after the reaction period. At the time of application, the temperature of asphalt rubber binder must be from 385 to 415 degrees F.

Apply asphalt rubber binder at a rate from 0.55 to 0.65 gal/sq yd. The Engineer determines the exact rate.

Apply asphalt rubber binder when the atmospheric temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 55 degrees F.

Do not apply asphalt rubber binder unless there are sufficient screenings available to cover the asphalt rubber binder within 2 minutes. Intersections, turn lanes, gore points, and irregular areas must be covered within 15 minutes.

Do not apply asphalt rubber binder when weather or road conditions are unsuitable, including high wind or when the pavement is damp. In windy conditions you may adjust the distributor bar height and distribution speed, and use shielding equipment, if the Engineer authorizes your request.

SCREENINGS APPLICATION

During transit, cover precoated screenings for asphalt rubber seal coat with tarpaulins if the ambient air temperature is below 65 degrees F or the haul time exceeds 30 minutes.

At the time of application, screenings for asphalt rubber seal coat must be from 225 to 325 degrees F. Spread screenings at a rate from 28 to 40 lb/sq yd. The exact rate is determined by the Engineer. Spread to within 10 percent of the determined rate.

ROLLING AND SWEEPING

Perform initial rolling within 90 seconds of spreading screenings. Do not spread screenings more than 200 feet ahead of the initial rolling.

For final rolling, you may request use of a steel-wheeled roller weighing from 8 to 10 tons, static mode only. Perform a final sweeping before Contract acceptance. The final sweeping must not dislodge screenings. Dispose of swept screenings at least 150 feet from any waterway.

MEASUREMENT AND PAYMENT

Screenings for asphalt rubber seal coat are measured by coated weight after they are preheated and precoated with asphalt binder. The weight of screenings must be the coated weight.

If recorded batch weights are printed automatically, the bid item for screenings for asphalt-rubber seal coat are measured using the printed batch weights, provided:

1. Total aggregate weight for screenings per batch is printed
2. Total asphalt binder weight per batch is printed
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch
4. Time, date, mix number, load number and truck identification are correlated with a load slip
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer
- 6.

Screenings for asphalt rubber seal coat is paid for as screenings (hot applied).

Asphalt-rubber binder is measured under the specifications for asphalts.

If test results for gradation tests do not comply with the specifications, deductions are taken.

Each gradation test for scrap tire crumb rubber represents 10,000 lbs or the amount used in that day's production, whichever is less.

Each gradation test for high natural rubber represents 3,400 lbs or the amount used in that day's production whichever is less.

**ITEM NO.: J-15
APPROVE AGREEMENT WITH THE PASKENTA
BAND OF NOMLAKI INDIANS FOR CONTINUATION
OF GRANT FUNDS FOR THE YOUTH RECREATION
AND ENRICHMENT PROGRAM,
AUGUST 13, 2024**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR
BRANT MESKER, CITY MANAGER 

SUMMARY:

The Promise Neighborhood Grant Project Director for the Paskenta Band of Nomlaki Indians approached the City with the offer of additional funding for the final round, for the City's Recreation Program. The proposed Agreement (attached) will provide funding in the amount of \$70,000 to the City's Recreation Program for the term of July 1, 2024, to June 30, 2025. This grant funding was awarded to the Tribe for the Everett Freeman Promise Neighborhood Initiative ("Corning Promise") from the California Department of Social Services Budget Act of 2022 Assembly Bill No. 178. The grant's target result is to

The funding will be used to continue to support the recreation and enrichment programming for children in the Corning, Paskenta, and Rancho Tehama areas. It will also contribute funds for:

- Supporting the City's Recreation Coordinator and her Assistant for time spent coordinating and managing the program;
- The purchase of educational and recreation supplies;
- Costs for storage program supplies and equipment;
- Facility use fees and facility cleaning; and
- Pay the facilitators/instructors for delivering and coordinating recreation/enrichment activities.

Grant funding cannot be used for food, beverages, or one-time activities that are not aligned with reaching the goal of changing developmental and educational outcomes.

The City will initiate and sustain partnerships with families, community-based organizations, and school districts; to increase the number of "opportunity youth" participating in the program. The City will also continue working with Corning High School to recruit student volunteers to assist in the Recreation Program. The local objectives are:

- 750 youth will participate in recreation programming each year,
- Obtain a 5% increase per year in social media followers; and
- Obtain 10 plus student volunteers.

Under the terms of the Grant, the City is required and will report bi-annually to the Corning Promise Director on the recreation and enrichment activities. The Corning Promise Director will meet with the City's Recreation Coordinator and the City Manager every quarter to obtain and discuss updates. Staff believes these goals are realistic and achievable and is grateful the Paskenta Band of Nomlaki Indians are providing this opportunity to the youth in the City and surrounding communities.

FINANCIAL IMPACT

Under the proposed Agreement, the Tribe, through the Promise Neighborhood Grant will provide funding in the amount of \$70,000 for the Recreation Program through June 30, 2025. The City is required to provide a soft grant match of 20% that can be met through administrative support, facility usage, volunteers, and/or direct support as required from the City.

This \$70,000 grant was anticipated and included in the current 2024/25 fiscal year budget.

RECOMMENDATION

MAYOR AND COUNCIL:

- **APPROVE THE AGREEMENT BETWEEN THE CITY OF CORNING AND THE PASKENTA BAND OF NOMLAKI INDIANS FOR CONTINUED SUPPORT OF THE YOUTH**

RECREATION AND ENRICHMENT PROGRAM AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT AGREEMENT; AND

- **ACCEPT THE FUNDING IN THE AMOUNT OF \$70,000.**

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made and entered into as of the first day of **July, 2024**, by and between the Paskenta Band of Nomlaki Indians (the "Tribe"), a federally recognized Indian tribe, and the **City of Corning** ("Contractor").

WHEREAS, the California Department of Social Services awarded funds to the Tribe for the Everett Freeman Promise Neighborhood Initiative ("Corning Promise - Promise Neighborhood") from the California Budget Act of 2022 Assembly Bill No. 178 (the "Grant");

WHEREAS, the Tribe and certain organizations with which it collaborates provide various services to Tribe members and the surrounding community, including education in Tehama County, California, that depend on grant funds from federal and state agencies and foundations;

WHEREAS, the Grant will support a continuum of solutions to improve the academic and development outcomes of children, youth and young adults residing within the Corning Union Elementary School District attendance area and students currently enrolled in the Corning Union High School District

WHEREAS, the Tribe has determined that successful administration of the Grant requires partnerships with local entities such as Contractor to deliver services and track results and desires to engage and contract for the services of Contractor to perform certain tasks as set forth herein;

WHEREAS, the Tribe is required under federal law to conduct background investigations to ensure certain minimum standards of character for individuals whose job requires contact with and/or control over children and the Tribe has enacted a background investigation policy (the "Policy") that requires that employees of entities who partner with the Band in connection with the Grant ("Contractor Employees") be subject to background investigations to the satisfaction of the Band before any Contractor Employee may be hired to work in connection with the Grant; and

WHEREAS, Contractor desires to enter into this Agreement and perform as an independent contractor for and on behalf of the Tribe and is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants, and the terms and conditions contained herein, the parties hereby mutually agree:

1. **Engagement.** The Tribe hereby engages Contractor as an independent contractor only, and Contractor hereby accepts such engagement with the Tribe upon the terms and conditions set forth in this Agreement.

2. **Relationship of Parties/Independent Contractor Status.** Contractor shall provide services, as more particularly described in Exhibit A attached to this Agreement (the "Scope of Work"), to and on behalf of the Tribe hereunder as an independent contractor, and nothing

contained in this Agreement shall be construed to create the relation of employer and employee between the Tribe and Contractor.

(a) *Status as Independent Contractor.* This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and that neither Contractor nor any of its members, managers, employees, contractors or agents (any such person, "Contractor Personnel") shall be an employee of the Tribe for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and California and tribal unemployment, workers' compensation, and wage and hour laws. Contractor represents and warrants that Contractor and each Contractor Personnel shall perform the services set forth in the Scope of Work as an independent contractor for whom no federal or state income tax will be withheld by the Tribe and that Contractor and all Contractor Personnel will be responsible for paying any income taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities in accordance with all provisions of federal and state law. Contractor hereby promises and agrees to indemnify the Tribe for any damages or expenses, including taxes, penalties, costs, expenses and fees and attorneys' fees, incurred by the Tribe resulting from Contractor's failure to pay any such taxes.

(b) *Withholding of Taxes.* Contractor recognizes and understands that the Tribe shall not be responsible for withholding taxes with respect to compensation paid for services performed under this Agreement. If the Tribe is at any time required to pay or withhold any taxes or make any other payment with respect to fees payable to Contractor under this Agreement, Contractor authorizes the Tribe to make corresponding deductions from any sum due to Contractor under this Agreement. At the Tribe's request, Contractor shall provide proof of required tax payments.

(c) *Benefits.* No Contractor Personnel shall be entitled to any of the benefits that may be provided to the employees of the Tribe, including without limitation any group life insurance, hospitalization, retirement or pension benefits, sick leave, vacation leave, worker's compensation or other benefits afforded to the Tribe's employees. Contractor acknowledges that no Contractor Personnel shall have any claim against the Tribe hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. In the event that any Contractor Personnel is subsequently reclassified as an employee, such reclassification will not be done on a retroactive basis to require the payment of such benefits.

(d) *Computing Devices or Other Technical Equipment.* Use of computing devices purchased with Promise Neighborhood funds shall be governed by the Tribe and the California Department of Social Services. Contractor shall comply with all current and any future California Department of Social Services regulations.

(e) *Location/Schedule.* Neither Contractor nor any Contractor Personnel will be required to follow or establish a regular or daily work schedule or work out of a particular location; provided, that Contractor and/or Contractor Personnel shall be available to meet regularly with the Promise Neighborhood Director.

(f) *Contractor's Authority to Determine Manner and Means of the Carrying out the Work.* Within the Scope of Work, as defined herein, Contractor shall retain discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement; provided, that Contractor and all Contractor Personnel shall adhere to instructions from the Tribe regarding final decisions for how to allocate and expend the Grant Funds and shall not knowingly or recklessly enter into any binding commitments or contracts regarding how to allocate and expend the Grant Funds on behalf of the Tribe with any third party without prior written authorization from the Tribe.

(g) *Limited Agency Relationship.* The Tribe shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Tribe, ostensibly or otherwise, nor bind the Tribe in any manner, nor represent that it has authority to so act unless Contractor has first received authority in writing from the Tribe that specifically sets forth the terms of such authority and the scope of the action authorized to be taken by Contractor on behalf of the Tribe.

3. **Term.** The term of this Agreement shall commence on **July 01, 2024**, and unless sooner terminated in accordance with the terms of this Agreement, and shall end on **June 30, 2025**.

4. **Scope of Engagement.** Contractor and its personnel shall (i) use diligent efforts and professional skills and judgment; (ii) perform all services in accordance with any applicable specifications provided herein and by the Tribe, and (iii) perform all services in accordance with recognized standards of the applicable industry and profession and consistent with past practice. Services under this Agreement will be provided by Contractor personnel. Subject to the confidentiality provisions set forth in Section 9 hereof and applicable law, Contractor is expressly free to perform services for other persons and entities while performing services in accordance with this Agreement.

5. **Compensation.** The parties agree that Contractor will be compensated for services performed pursuant to this Agreement, payable with approval of the Promise Neighborhood Project Director. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor or any Contractor Personnel in connection with the performance of the services pursuant to this Agreement.

6. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated:

(a) by the mutual agreement of both parties;

(b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party;

(c) by either party with 60 days prior written notice; or

(d) by the Tribe upon at least 14 days' prior written notice in the event that the Grant Funds do not receive congressional appropriation for the full term of this Agreement.

Upon expiration or termination of this Agreement for any reason, or at any other time upon the Tribe's written request, Contractor shall within 30 days after such expiration or termination:

(a) deliver to the Tribe all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);

(b) deliver to the Tribe all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material (as that term is defined in Section 9);

(c) permanently erase all of the Confidential Material from Contractor's computer or other device systems; and

(d) certify in writing to the Tribe that you have complied with the requirements of this clause.

(e) confer with the Tribe on the disposition or continued use of computing devices or any other technical equipment at the completion of the grant.

7. Contractor's Compliance with Law. Contractor represents that it and all Contractor Personnel will perform such services in conformance with all tribal, state and federal laws, rules, regulations and codes of ethics of any kind that may be required by or applicable to the Scope of Work.

Contractor shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance. Contractor shall promptly provide the Tribe copies of such records as requested by the Tribe. Notwithstanding the foregoing, or anything to the contrary contained herein: (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Department of Education and the Regional Office of the Environmental Protection Agency. (b) Contractor certifies that it is not listed on the government-wide exclusions in the System for Award Management ("SAM") in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Contractor shall promptly notify the Tribe if it becomes listed in SAM and shall immediately forfeit all rights hereunder. (c) Contractor certifies that it will not and has not used Federal or

State appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award. Contractor certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (d) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines. (e) Contractor acknowledges that the Grant Funds have been awarded pursuant to the California Budget Act of 2022 Assembly Bill No. 178. Contractor shall abide by all California Department of Social Services requirements, including but not limited to reporting, audit and recordkeeping requirements. Contractor shall provide reports, undergo audit(s) and maintain records as required by the Tribe and the California Department of Social Service.

8. Compliance with Tribe Policy on Background Investigations.

(a) Background Investigations.

- (i) In compliance with the Policy and federal law, Contractor agrees to subject all Contractor Employees to a fingerprint check through the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- (ii) Contractor may expend Grant funds to comply with the Policy's background investigations requirements. Otherwise, the Contract must conduct the background investigations at no cost to the Tribe.
- (iii) No Contractor Employee will be employed or hired in connection with the Grant unless the Tribe is satisfied that the individual has the necessary overall character and fitness to care for the safety and well-being of a child, as determined in accordance with Section 11 of the Policy.
- (iv) Contractor shall maintain in its internal records copies of the results of all investigations performed under this Agreement, which must detail each step taken during the investigation.
- (v) Contractor will certify to the Tribe in writing that there is nothing in the background investigation of each Contractor Employee performing services in connection with the Grant indicating that the employment of each Contractor Employee would be in conflict with the Policy, federal

law, or this Agreement. Contractor's certification to the Tribe shall be in the form attached hereto as **Exhibit B** (the "Certification") as a way to ensure compliance with the Policy, Contractor shall promptly deliver all required Certifications to the Tribe.

- (vi) All background investigations conducted by Contractor shall comply in all respects with the Fair Credit Reporting Act. In doing so, Contractor shall take all steps to maintain the confidentiality of the investigation process and to ensure that the Tribe is only notified of final determinations of Contractor via delivery of the Certifications.
- (vii) The Tribe, at its sole discretion, retains the right to approve or disapprove all Contractor Employees providing services in connection with the Grant at any time.

(b) *Confirmation of Certifications.* The Tribe may at its sole discretion confirm Contractor's performance of background checks to ensure compliance with this Agreement. When requested, Contractor shall provide the Tribe with evidence of Contractor's background investigation, as is required to be maintained by Contractor pursuant to this Agreement.

(c) *Liaison.* Contractor shall designate a liaison who shall be available to answer any questions or to address any concerns that may arise during the performance of this Agreement.

9. Proprietary Information.

(a) Contractor hereby acknowledges that the Tribe has made, or may make, available to Contractor certain confidential financial information, membership information, and other confidential and/or proprietary information of, or licensed to, the Tribe (the "Confidential Material"). Contractor and all Contractor Personnel shall treat as confidential and proprietary any Confidential Information belonging to the Tribe or any third party that is disclosed to Contractor or any Contractor Personnel, or that Contractor or any Contractor Personnel otherwise becomes aware of, in the course of Contractor's services under this Agreement. The Confidential Material is the exclusive property of the Tribe. Contractor shall not, without the prior written consent of the Tribe, disclose or reveal any of said Confidential Material to any third party or use such information for any purposes other than to provide the services required under this Agreement. Contractor further agrees to comply with all reasonable rules established from time to time by the Tribe for the protection of the confidentiality of the Confidential Material. Notwithstanding the foregoing, Contractor may disclose Confidential Material to the extent so required by law or order of court or government agency; provided, that Contractor uses best efforts to give reasonable prior notice of any such disclosure to the Tribe.

(b) Contractor further agrees that all intellectual property developed by Contractor or any Contractor Personnel while accomplishing the Scope of Work (a "Development") shall be considered a work-for-hire under applicable law and shall be the sole and exclusive property of the Tribe, and in the event that any Development does not qualify for treatment as work-for-hire under applicable law, Contractor hereby assigns to the Tribe all rights, title, and interest in and to such Development and agrees to execute any document necessary to effect such assignment.

(c) Contractor also agrees that, immediately upon request from the Tribe, Contractor shall return to the Tribe all Confidential Material or proprietary property or documents obtained by Contractor in the performance of services under this Agreement. Contractor shall notify each person to whom any authorized disclosure is made that such disclosure is made in confidence and that the Confidential Material shall be kept in confidence by such persons.

10. **Assignment.** This Agreement may not be assigned by either party unless agreed to in writing by the Tribe and Contractor.

11. **Hold Harmless/Indemnification.** Contractor hereby releases and agrees to hold the Tribe harmless of any and all claims Contractor or any Contractor Personnel might have against the Tribe as a result of personal injuries sustained during the term of this Agreement, except to the extent resulting from the Tribe's negligence. Each of the parties to this Agreement shall defend, indemnify, and hold harmless the other from any and all damages expenses or liability resulting from or arising out of, any representations, acts, omissions, negligence or misconduct on the part of the indemnifying party, violation of law or from any breach or default of this Agreement which is caused or occasioned by the acts of the indemnifying party, or its owners, members, principals, employees or associates. The Tribe may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Tribe and the laws of the State of California. In the event of any conflict between the laws of the Tribe and the laws of the State of California, the laws of the Tribe shall control in all respects.

13. **Modification.** This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by both Contractor and the Tribe.

14. **Obligations Beyond Terms of Agreement.** The obligations of Contractor and the Tribe set forth in Sections 9 and 11 shall survive the termination or expiration of this Agreement.

15. **Severability.** If any term or provision of this Agreement or its application to any party or circumstances shall be declared invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In such event, the parties shall use their best efforts to replace the invalid or unenforceable

provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Tribe and Contractor with respect to the subject matter hereof and supersedes and cancels any prior understanding or Agreement, written or oral, express or implied, between the Tribe and Contractor relating to the subject matter hereof.

17. **Counterparts.** This Agreement may be executed in two counterparts (including via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

18. **Insurance.** Throughout the term of this Agreement and any extensions or renewals thereof, Contractor shall maintain at his/her/its sole expense general liability insurance in such amounts as the Tribe shall reasonably require and approve, listing the Tribe as an additional insured. Upon execution of this Agreement, and at any time thereafter upon five (5) days of a request from the Tribe, Contractor shall provide the Tribe with written evidence satisfactory to the Tribe of Contractor's compliance with the insurance requirements under this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Tribe and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives as of the date first written above.

PASKENTA BAND OF NOMLAKI INDIANS

By: _____
Name: _____ Title: _____

Signature _____ Date: _____

CITY OF CORNING

By: _____
Name: _____ Title: _____

Signature _____ Date: _____

EXHIBIT A: SCOPE OF WORK CITY OF CORNING

Exhibit A of the Agreement details the services, description of activities, payment terms, accountability measures, and reporting obligations.

1. SERVICES

COMPONENT 1: CITY.2024-25.01

PROGRAM NAME: Recreation Program

Jul 2024 – Jun 2025: \$70,000

Target Result: Offer a diverse set of recreation and enrichment activities for students of all ages to improve self-esteem, increase academic achievement, and build stronger connections with peers

Description: The Paskenta Band of Nomlaki Indian tribe will allocate funds from the CDSS PN grant to support recreation and enrichment programming for children living in the Paskenta-Corning-Rancho Tehama footprint and attending the district schools. The programming will enhance the quality of life for children by offering diverse, low- or no-cost activities to children from preschoolers to high school-age young adults. The activities will be well-supervised and structured to encourage positive socialization, academic growth, appropriate behavioral development, enhanced self-esteem, and support healthy social-emotional and physical development. The selection of activities will be informed by data collected from the community, and from interests (i.e., high engagement).

The City of Corning's Recreation and Enrichment program will be a way to foster meaningful connections and strengthen the "community." Through this effort, the City of Corning will initiate and sustain partnerships with families, community-based organizations, and school districts. The City will collaborate with the high school to recruit student volunteers to assist in the recreation program.

Objectives/Performance Indicators: To assist in measuring program effectiveness, the local objectives are as follows:

- 750 children will participate in recreation programming each year of implementation.
- Provide a report that includes the following data:
 - Count of participants by activity (non-duplicated by activity)
 - List of recreation activities offered with the number of weeks identified
 - Participant satisfaction survey
- 5% increase per year in social media followers
- 10+ student volunteers assisting each year

The data reporting commitments and the methodology will be provided in the Data Accountability Plan. Any successor Data Accountability Plan will govern the objectives/indicators.

PN funds will be used to support the Supervisor and Coordinator's time overseeing the program, purchase educational and recreation supplies, cover storage of items, facility use, facility cleaning, and pay the facilitators for delivering and coordinating recreation/enrichment activities. Revenue generated from the low-cost courses will be deducted monthly from the overall expenditure. Prior authorization is required for any expenses not listed. Funds cannot be used to purchase food, beverages, or other items that do not comply with federal cost principles (2 CFR Part 200 Subpart E). Advance approval is required for any items not listed.

Reporting Expectations: The City of Corning will report bi-annually to the Corning Promise Director on the recreation and enrichment activities. The reports will synthesize information from the performance measures and provide narratives obtained from participants from the last six months. The Corning Promise Director will meet with the City of Corning Recreation Coordinator and City Manager every quarter to discuss updates.

2. PAYMENT SCHEDULE

Payment on this Contract will not exceed \$70,000 per year. Funds cannot be used to purchase food and beverages, or any activities not approved in advance. Invoice(s) must be submitted monthly and will include supporting documentation.

In-Kind contribution: The City of Corning may be required to provide matching or in-kind contributions as part of the Contract. The total provided through in-kind contributions will equal 20% of the total funded amount. The City of Corning will maintain necessary documentation of matching (in-kind) funds and provide bi-annual reports on matching funds. Detailed records must support the contribution.

3. PROGRESS MONITORING

The City of Corning will report on the progress of initiatives and will meet with the Corning Promise Director as outlined in the Scope of Work component descriptions.

4. PRODUCTS AND PUBLICATIONS

All products and publications services funded under this contract will use the following statement: "Funding for these services is provided by the California Department of Social Services, administered in partnership with the Paskenta Band of Nomlaki Indians." The Corning Promise logo will be used on all published material, including flyers, posters, social media, and webpage postings.

EXHIBIT B

**INDEPENDENT CONTRACTOR CERTIFICATION
TO THE
PASKENTA BAND OF NOMLAKI INDIANS**



We, the undersigned Independent Contractor, hereby certify, to the Paskenta Band of Nomlaki Indians ("Tribe") that **City of Corning** ("Independent Contractor") has determined in accordance with the Independent Contractor Agreement ("Agreement") between the Tribe and **City of Corning** and the Tribe's Public Law 101-630 Background Investigation Policy ("Policy") that _____ ("Employee"):

- has passed a background investigation and has the necessary overall character and fitness to care for the safety and well-being of a child;

OR

- will be employed and/or retained by Independent Contractor in a capacity for which Employee will NOT be in regular contact with or have control over children at any time.

The Independent Contractor further certifies that employment of the above-named contractor employee would not otherwise conflict with the Policy, Federal law, or the Agreement.

Independent Contractor: **CITY OF CORNING**

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

ITEM NO.: J-16
CONSIDERATION OF CHANGING THE
CITY COUNCIL AND PLANNING
COMMISSION MEETING TIMES

August 13, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER 

SUMMARY:

On behalf of City Council there has been a suggestion to change the City Council meeting start time from 6:30 p.m. to 5:30 p.m. For City Council meetings specifically, the public portion of the meeting, if approved by City Council, would start at 5:30 p.m. Should a closed session be agendized, in most cases, it would be scheduled for 5:00 p.m. In the event closed session would take longer than thirty minutes, it can be finished following the meeting. Council may also decide to allow closed session to be scheduled to start as early as 4:30 p.m.

For consistency in City of Corning meetings and business, Council may consider for the Planning Commission meetings to be scheduled at 5:30 p.m., as well.

BACKGROUND:

City Council meetings are currently the second and fourth Tuesday of every month at 6:30 p.m. Closed session items may be scheduled as early as 5:30 p.m. Depending on the closed session business agendized, often only requires thirty minutes and is therefore scheduled a 6:00 p.m.

Planning Commission meetings are currently the third Tuesday of every month at 6:30 p.m.

RECOMMENDATION:

**CONSIDERATION OF CHANGING THE CITY COUNCIL AND PLANNING
COMMISSION MEETING TIMES FROM 6:30 P.M. TO 5:30 P.M.**