

**DUE TO THE COVID-19 LOCAL EMERGENCY THESE MEETINGS WILL BE HELD BY PHONE, TO PARTICIPATE, THE DIAL IN NUMBER IS:  
(351) 999-4082**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION AGENDA  
TUESDAY, MARCH 24, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (530/824-7033) to make such a request. Notification at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**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.**

**A. CALL TO ORDER: 5:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Robert Snow  
Jose "Chuy" Valerio  
Dave Demo  
Karen Burnett  
Douglas Hatley Jr.**

**Mayor:**

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

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Continued from the March 10, 2020 Closed Session: Pursuant to Government Code 54957  
Title: City Manager.**
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8:  
Property: APN No. 069-210-057-000, Utility Easement.  
Negotiating Party: Kristina Miller, City Manager  
Property Negotiator: Mike Dudley  
Under Negotiation: Price and Terms of Payment.**
- 3. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.  
One Case:  
a. Case No. 20CI000038, City of Corning v. Bohme**

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

**DUE TO THE COVID-19 LOCAL EMERGENCY THESE MEETINGS WILL BE HELD BY PHONE, TO PARTICIPATE, THE DIAL IN NUMBER IS:  
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**A. CALL TO ORDER: 6:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Robert Snow  
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Dave Demo  
Karen Burnett  
Douglas Hatley Jr.**

**Mayor:**

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

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

**D. INVOCATION: Led by Councilor Burnett.**

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

1. Proclamation: March 30<sup>th</sup> – April 5<sup>th</sup> as "National Drug & Alcohol Facts Week <sup>SM</sup>"
2. Proclamation: April 12<sup>th</sup> – April 18, 2020 as Public Safety Telecommunications Week.
3. Proclamation: April 2020 as National Sexual Assault Awareness (SAAM) month and April 29<sup>th</sup> as Denim Day in the City of Corning.

**F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:**

**G. CONSENT AGENDA:**

4. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
5. Waive the reading and approve the Minutes of February 25, 2020 City Council Meeting with any necessary corrections.
6. March 18, 2020 Claim Warrant in the amount of \$315,697.52.
7. March 18, 2020 Business License Report.
8. Adopt Ordinance No. 687; an Ordinance amending the speed limit on various City Streets (2<sup>nd</sup> Reading & Adoption) and approve Ordinance Summary for publication.

**THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

9. Ordinance No. 686 Amending Chapter 3.12 (purchase of supplies, equipment and services) to add Section 3.12.090, a Local Business Preference Policy to the Corning Municipal Code. (2nd Reading & Adoption).

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

I. **PUBLIC HEARINGS AND MEETINGS:**

J. **REGULAR AGENDA:**

10. Approve Specifications and authorize Staff to seek proposals for a new perimeter security fence and card control access at the Corning Airport.

11. Two-year Extension Request: Tentative Tract Map 08-1000, Corning Crossroads located on the west side of I-5 approximately 200 feet southeast of the Corning Road/Barham Avenue Intersection. APN's: 69-210-43, 49 and 69-220-01 & 08.

12. Adopt Resolution 03-24-2020-01 declaring a local emergency regarding the COVID-19 virus and authorizing the City Manager to request assistance from the State of California if necessary.

13. Request City Council direction on proceeding with Bid Results for disposal of 2000 Westfield Single Wide Mobile Home.

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).

Snow:

Valerio:

Demo:

Burnett:

Hatley:

N. **ADJOURNMENT!:**

**POSTED: FRIDAY, MARCH 20, 2020**

**PROCLAMATION**  
**“National Drug & Alcohol Facts Week<sup>SM</sup>”**

**WHEREAS**, youth in our community and across the nation are bombarded with false and misleading information about drugs and alcohol from the internet, social media, TV, movies, music, family and friends;

**WHEREAS**, **National Drug & Alcohol Facts Week<sup>SM</sup>** is a week-long national health observance that helps teens shatter myths about drugs and alcohol by providing them with factual, scientific information through school and community-based events;

**WHEREAS**, **National Drug & Alcohol Facts Week<sup>SM</sup>** celebrates the inquisitive minds of teens by encouraging them to ask questions about substance use and linking them with experts who can provide answers based on science;

**WHEREAS**, **National Drug & Alcohol Facts Week<sup>SM</sup>** is sponsored by the two Centers at the National Institutes of Health responsible for most of the world’s research on drugs and drug abuse – the National Institute on Drug Abuse (NIDA) and the National Institute on Alcohol Abuse and Alcoholism (NIAAA);

**WHEREAS**, the Tehama County Drug-Free Community Coalition, the Tehama County Department of Education, and the Tehama County Health Services Agency – Substance Use Recovery Services, will be coordinating activities locally to engage and educate teens about the science behind drugs and drug addiction so that they can make informed decisions and share accurate information with their friends and families.

**NOW, THEREFORE BE IT RESOLVED** that I, Douglas Hatley Jr., as Mayor of the City of Corning, do hereby proclaim Monday, March 30<sup>th</sup> through Sunday, April 5<sup>th</sup>, 2020 to be **“National Drug & Alcohol Facts Week<sup>SM</sup>”** in the City of Corning. I urge all citizens to support and participate in the drug education and prevention activities planned during this week.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning, California to be affixed this 24th day of March 2020.

\_\_\_\_\_  
**Douglas Hatley, Jr., Mayor**  
**City of Corning**

**ATTEST:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**



# NATIONAL DRUG & ALCOHOL FACTS WEEK

SHATTER THE MYTHS

MARCH 30-APRIL 5, 2020



## National Drug & Alcohol Facts Week

NDAFW is a week-long health observance dedicated to providing teens with science-based facts about how drugs and alcohol affect the brain, body, and behavior. During the week, thousands of communities and schools sponsor fun, educational events to help teens SHATTER THE MYTHS about drugs so they can make healthy, informed decisions. We invite you to join the events planned for youth and adults in our community.

### Community Events



**Drug Fact Game Night-3/31**  
5:30 - 7:30 pm  
Red Bluff High School-Room F101

Play Drug Fact Jeopardy and other fun, educational games to increase your knowledge of drug facts & myths. Free pizza & popcorn!

### Proclamations



3/10/20 - City of Tehama at 6 pm  
3/17/20 - City of Red Bluff at 6 pm  
3/24/20 - Tehama County  
Board of Supervisors at 10 am  
3/24/20 - City of Corning at 6:30 pm



**Movie Night- 4/2 & 4/9**  
6:00 - 8:00 pm

FREE documentary on how marijuana normalization impacts communities. For parents, policymakers, youth (12 and up) and concerned citizens.

4/2 - Rodgers Theater (Corning)  
4/9 - Red Bluff Community Center

### School-Based Activities



- Drug Fact Announcements
- Assemblies
- Poster Displays
- Lunch time Activities



### National Drug & Alcohol IQ Challenge

Test your knowledge of drug facts by taking the online quiz at [teens.drugabuse.gov/national-drug-alcohol-facts-week](https://teens.drugabuse.gov/national-drug-alcohol-facts-week). The quiz is interactive and downloadable.



Presented by the Tehama County Department of Education, the Tehama County Drug-Free Community Coalition and the Tehama County Health Services Agency - Substance Use Recovery.

For more information, contact Ulanda Hinkston at [uhinkston@tehamaschools.org](mailto:uhinkston@tehamaschools.org) or (530) 528-7356.

Richard DuVarney, Tehama County Superintendent of Schools





NATIONAL  
**DRUG & ALCOHOL**  
FACTS WEEK

SHATTER THE MYTHS

# MOVIE NIGHT

APRIL 2 & 9 ~ 6-8:00 PM



TWO LOCATIONS

FREE ADMISSION!

FREE REFRESHMENTS!



## CHRONIC STATE

A Documentary On How Marijuana Impacts Communities

APRIL 2, 2020

**RODGERS THEATER - CORNING**

1217 Solano Street

APRIL 9, 2020

**RED BLUFF COMMUNITY CENTER**

1500 Jackson Street



Presented by the Tehama County Department of Education, the Tehama County Drug-Free Community Coalition and the Tehama County Health Services Agency - Substance Use Recovery. RSVP to Uianca Hinkston at [uhinkston@tehamaschools.org](mailto:uhinkston@tehamaschools.org) or (530) 528-7356.





**PROCLAMATION**  
**PUBLIC SAFETY TELECOMMUNICATIONS WEEK**  
**APRIL 12, 2020 THROUGH APRIL 18, 2020**

**WHEREAS**, emergencies can occur in the City of Corning at any time that require police and fire services; and,

**WHEREAS**, when these emergencies occur, the prompt response of Law Enforcement Officers and Firefighters is critical to the protection of life and property; and,

**WHEREAS**, the safety of our Law Enforcement Officers and Firefighters is dependent upon the quality and accuracy of the information obtained from citizens using 9-1-1; and,

**WHEREAS**, the City of Corning Dispatchers are the critical first contact for citizens who need emergency services; and,

**WHEREAS**, City of Corning Dispatchers are the vital link for Police Officers and Firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

**WHEREAS**, each City of Corning Dispatcher has exhibited compassion, understanding, and professionalism during the performance of their duties in the past year.

**NOW, THEREFORE, I, DOUGLAS HATLEY, JR., AS MAYOR OF THE CITY OF CORNING, DECLARE THE WEEK OF APRIL 12, 2020 THROUGH APRIL 18, 2020 AS NATIONAL TELECOMMUNICATIONS WEEK IN THE CITY OF CORNING** in honor of the men and women whose diligence and professionalism help keep our city and citizens safe.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 24<sup>th</sup> day of March 2020.

\_\_\_\_\_  
**Douglas Hatley, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

**PROCLAMATION  
RECOGNIZING APRIL 2020 AS  
NATIONAL SEXUAL ASSAULT AWARENESS (SAAM) MONTH  
AND APRIL 29<sup>TH</sup> AS DENIM DAY IN THE CITY OF CORNING**

**WHEREAS**, April is National Sexual Assault Awareness Month (SAAM). This Proclamation calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

**WHEREAS**, the goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it.

**WHEREAS**, rape, sexual assault, and sexual harassment and other forms of sexual violence harm our community, and statistics show one (1) in five (5) women, and one (1) in sixty seven (67) men will be raped at some point in their lives.

**WHEREAS**, child sexual abuse prevention must be a priority to confront the reality that one (1) in six (6) boys and one (1) in three (3) girls will experience sexual assault before age eighteen (18). On campuses, one (1) in five (5) women and one (1) in sixteen (16) men are sexually assaulted during their time in college.

**WHEREAS**, the theme of this year's SAAM campaign is "I Ask"; the campaign informs individuals on how to use their words to stop sexual violence before it happens by promoting safety, respect, and equality.

**WHEREAS**, our words shape the world around us. Whether you speak out against locker room talk or help someone better understand these issues, your voice is powerful and necessary in this conversation.

**WHEREAS**, individuals can embrace their voices to show their support for survivors, stand up to victim blaming, shut down rape jokes, correct harmful misconceptions, promote everyday consent, and practice healthy communication with kids.

**WHEREAS**, the City of Corning joins Sexual Assault Advocates and communities across the County in taking action to prevent sexual violence. April is Sexual Assault Awareness Month and each day of the year is an opportunity to create change for the future.

**NOW, THEREFORE I, DOUGLAS HATLEY, JR., AS MAYOR OF THE CITY OF CORNING, join Rape Crisis Intervention & Prevention Sexual Assault Advocates, and Communities across the Country in taking action to prevent sexual violence. Along with the United States Government and the State of California, I do hereby proclaim April 2020 as "Sexual Assault Awareness Month" and April 29, 2020 as Denim Day in the City of Corning.**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 24<sup>TH</sup> day of April 2020.**

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**MAYOR DOUGLAS HATLEY, JR.**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**





Administration: P.O. Box 423 • Chico, CA 95927  
Butte/Gienn Office: 530.891.1331 • Fax: 530.891.3680  
Tehama Office: 530.529.3980 • Fax: 530.529.3383

Follow us on  at Rape Crisis Intervention  
[info@rapecrisis.org](mailto:info@rapecrisis.org)  
[www.rapecrisis.org](http://www.rapecrisis.org)

Douglas Hatley, Jr, Mayor  
City of Corning  
794 3<sup>rd</sup> Street  
Corning, CA 96021

Dear Douglas Hatley, Jr, Mayor

April is nationally recognized as Sexual Assault Awareness Month (SAAM) and this year, *Rape Crisis Intervention & Prevention (RCIP)* is promoting SAAM through several activities to help every member of our community *make a personal commitment to end Sexual Violence*. Our goal is to encourage everyone in the *City of Corning* to learn about sexual violence, how to help prevent it, and how to encourage survivors to heal.

RCIP is calling for the City of Corning community – wide participation to *personally commit to ending Sexual Violence*, and would be honored if you would sponsor an official proclamation to recognize April as SAAM. You can further support SAAM by scheduling a presentation for your staff, wearing a teal ribbon to support the awareness of SAAM; participating in **Denim Day**; a national event which people are encouraged to wear jeans (denim) in order to dispel myths and raise awareness about Sexual Violence on **Wednesday, April 29, 2020** and/or by attending any or all of our scheduled events, on the calendar I will email you the last week of March.

We are hopeful that you will be able to present your proclamation during your next City Council meeting. A representative from RCIP will be present to receive this proclamation and to speak briefly about SAAM and the services we provide 24/7, 365 days a year.

Rape Crisis Intervention & Prevention is *Taking Action by promoting SAAM* in coordination with California's rape crisis centers and our California Coalition Against Sexual Assault (CalCASA). We share the view of the World Health Organization that sexual violence is a serious health problem that profoundly affects the physical, emotional, mental and social well-being of victim/survivors. With leadership and commitment, we believe that we can work together with others to create short and long-term solutions to the endemic problem of sexual violence, including the education of what is a healthy and respectful relationship.

A sample proclamation is enclosed. Please contact me to confirm your support of these critical violence prevention efforts. We look forward to partnering with you to achieve our vision of a world without sexual violence.

Sincerely,

Cindy Duckworth  
Bookkeeper / Special Events





**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, FEBRUARY 25, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Robert Snow  
Jose "Chuy" Valerio  
Dave Demo  
Karen Burnett  
Douglas Hatley Jr.**

**Mayor:**

All members of the City Council were present.

**C. PUBLIC COMMENTS: None.**

**D. REGULAR AGENDA:**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8:**

**Property: APN No. 071-136-001-000 through 071-136-009-000, 071-136-010-000, and 071-136-011-0000.**

**Negotiating Party: Kristina Miller, City Manager**

**Property Negotiators: Better Choice Real Estate (Colette Glattfelder) and Moller Realty (Mike Moller).**

**Under Negotiation: Price and Terms of Payment.**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:35 p.m.**

Mayor Hatley reported that Council met in closed session and provided direction to the City's Property Negotiator regarding counter offer.

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Lisa M. Linnet, City Clerk

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TUESDAY, FEBRUARY 25, 2020  
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Douglas Hatley Jr.**

**Mayor:**

All members of the City Council were present.

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

**D. INVOCATION: Led by Councilor Burnett.**

**THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

1. Si Se Puede Program Coordinator Esther Craig provided a presentation on the dangers of flavored tobacco products, information on current legislation and proposed banning flavored tobacco products within the City. Allison Gonzalez, Health Educator with the California Health Cooperative Si Se Puede addressed the Council on behalf of Esther Craig who was unable to be here tonight and introduced members of the Corning High School Friday Night Live Group who provided a presentation and provided information on the subject.

Councilor Demo requested, and by consensus of the City Council, directed City Staff to investigate a ban of flavored tobacco products within the City. City Manager Miller asked that associated information be sent to her.

**F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:**

Mayor Hatley stated that there is some talk about a proposal to paint a large downtown building pink. By Council consensus this will be brought back at a future meeting.

City Manager Miller stated that the City has had a hard time outreaching to high schoolers, if those present have any ideas please contact City Hall. She also stated that there are many programs available and the costs are low since the program is grant funded. She provided how to access the information associated with the recreation programs.

**G. CONSENT AGENDA:**

2. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
3. **Waive the reading and approve the Minutes of February 11, 2020 City Council Meeting with any necessary corrections.**
4. **February 19, 2020 Claim Warrant in the amount of \$126,319.37.**
5. **February 19, 2020 Business License Report.**

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

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

6. **Public Hearing - Introduce Ordinance No. 684, an Ordinance Updating Building Codes for the City of Corning (1<sup>st</sup> Reading).**

Presented by City Attorney Collin Bogener who explained the reason for the updates. Mayor Hatley opened the Public Hearing at 6:47 p.m. and with no comments closed the Public Hearing at 6:47 p.m.

Councilor Burnett moved to: Have the City Clerk read Ordinance 684 by Title; Introduce Ordinance 684, an Ordinance proposing to adopt the current editions of various Uniform Codes; and set March 10, 2020 as the date for the second reading and proposed adoption of this Ordinance.

Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**J. REGULAR AGENDA:**

7. **Presentation and Acceptance of the Annual City Audit for Fiscal Year 2018/2019.**

Presented by City Manager Kristina Miller and City Auditor Don Reynolds, CPA. City Manager Miller and Mr. Reynolds stated that in FY 2018/19 the City's General Fund revenues experienced an unusual increase, \$650,220 or 10.33% over the previous year. These increases were largely due to increases in sales tax, transactions and use tax (Measure A), and transient occupancy taxes as a result from the Camp Fire. They are short term increases in revenue. Expenditures increased in FY 2018/2019 by \$323,380 or 6.13% from FY 2017/18 and most notably these increases were due to increases in Capital Outlay and Public Safety. City Manager Miller concluded by stating that overall, revenues came in \$730,117 higher than expected within the budget due to unanticipated Camp Fire revenue. Actual expenditures were \$111,126 less than

budgeted. The total General Fund balance at June 30, 2019 was \$2,373,527. This represents a \$708,761 increase from June 30, 2017.

Mr. Reynolds provided information on the of GASBY; etc.

Councilor Demo moved to receive and accept the Annual Audit for Fiscal Year ending June 30, 2019. Councilor Burnett seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**8. Approve one-year Building Consultant Services Contract to provide building inspection, building code enforcement and plan review services.**

Presented by City Manager Miller who explained that the City Building Official Dan Redding is the sole member of the Building Department; the City has no one else on staff qualified to provide backup coverage. She explained that Mr. Redding has been out due to an injury for some time, in the interim the City hired a part-time temporary inspector, Mr. Wally Lange to perform inspection services as needed. Mr. Lange is currently unavailable due to medical reasons and the City now seeks approval of the proposed one-year part-time professional services contract to provide inspection services and other related duties with John Fleming. Mr. Fleming also provides similar services to the City of Orland. She further stated the City is currently on our 3 Building Inspector (2 PT) and one Full time. She emphasized that these services are required and stated that she does not have another Inspector up her sleeve.

Councilor Snow moved to approve the Contract with John Fleming for Building Consultant Services at a rate of \$46 per hour. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**9. Review and adopt Resolution 02-25-2020-01, a Resolution adopting without revision the City's Conflict of Interest Code.**

Presented by City Attorney Collin Bogener who explained the California State requirements associated with the Conflict of Interest Code. He stated that the City Manager, City Clerk and himself have reviewed the Code and agree that it conforms to State requirements and no revisions are required at this time

Councilor Burnett, having reviewed the City's existing Conflict of Interest Code, moved to adopt Resolution No. 02-25-2020-02 to approve without any revisions the City of Corning Conflict of Interest Code. Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**10. Provide direction regarding the Block Building on the former City Animal Shelter Property.**

Provided by Public Works Consultant Robin Kampmann who stated that the existing block building formerly used as the Animal Shelter does not meet current Codes for a Shelter. She further stated Staffs concerns should the structure remain unoccupied in relation to vandalism and problems associated with homelessness.

Councilor Snow moved to demolish the existing structure, remove and dispose of all associated debris; and transfer \$5,000 from the General Fund Reserves to Fund 001-6750-3600 for disposal costs. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**11. Ratify Memorandum of Understanding Between the City and the City of Corning Management Bargaining Unit.**

Presented by City Manager Miller who stated that the City met numerous times with the Bargaining Units to reach the proposed Agreement. She stated that the proposed Agreement is a 3-year Agreement that will be in effect through December 31, 2020. She also stated that, as included in all proposed Bargaining Unit Agreements presented tonight, includes a clause which states the following: In the event the City General Fund Reserves fall below \$1,000,000, the City and Union agree to meet within fifteen days and discuss; provided, however, that this provision shall not be considered a contract reopener, and further provided that this contract provision shall not be used by the City in any action or proceeding to interpret this contract. She then listed the agreed changes and the associated projected costs to the City.

City Manager Miller briefed the City Council on all of the proposed changes and concluded by stating that the total projected 3-year increased will cost for salaries is \$101,636.01 (\$17,341.11 in FY 2019/2020, 6 months cost; \$41,280.57 in FY 2020/2021 for full year; and \$43,014.36 in FY 2021/2022 for full year) and stated that these costs were based on an average increase of 4.2% per year. The proposed 457 Deferred Compensation increase will cost an additional "Up to" \$1,440 annually; and projected maximum Medial Insurance cost increases if every employee received the full will be approximately \$33,000, however this increase will be offset by employees who switch to medical-in-lieu. The City will save \$6,000 per year for each employee that transitions to medical-in-lieu.

Councilor Snow moved to ratify the Memorandum of Understanding between the City of Corning and the City of Corning Management Union for the Period of January 1, 2020 through December 31, 2022. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**12. Ratify Memorandum of Understanding Between the City and the City of Corning Public Safety Bargaining Unit.**

Presented by City Manager Miller who emphasized that the City met numerous times with the Bargaining Unit to reach the proposed Agreement. The total projected 3-year increased cost at for salaries is \$151,017.73 (\$25,651.94 in FY 2019/2020; \$61,393.63 in FY 2020/2021; and \$63,972.16 in FY 2021/2022), these costs were based on an average increase of 4.2% per year. Medical Insurance Cost Increases: The maximum increase the City will experience is \$49,416 annually. This increase will be offset by employees who switch to medical-in-lieu. The City will save \$6,000 per year for each employee that transitions from medical-in-lieu. As employees leave City employment, the medical overage will not be allowed, and the overall cost of medic al insurance will decrease. City Manager Miller explained the one change from the previous Bargaining Unit in respect to working hours and overtime.

Councilor Burnett moved to ratify the Memorandum of Understanding between the City of Corning and the City of Corning Public Safety Bargaining Unit for the period of January 1, 2020 through December 31, 2022. Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**13. Ratify Memorandum of Understanding Between the City and the City of Corning Miscellaneous Bargaining Unit.**

Presented by City Manager Miller who stated the one change related to Uniforms. The total projected 3-year increased cost for salaries is \$114,000 (\$17,800 in FY 2019/2020; \$46,600 in FY 2020/2021; and 114,000 in FY 2021/2022), these costs were based on an average increase of 4.2% per year. Medical Insurance Cost Increases: The maximum annual increase in cost will be \$57,653 annually. This increase will be offset by employees who switch to medical-in-lieu. The City will save \$6,000 per year for each employee that transitions from medical-in-lieu. As employees leave City employment, the medical overage will not be allowed, and the overall cost of medical insurance will decrease.

Councilor Snow moved to ratify the Memorandum of Understanding between the City of Corning and the City of Corning Miscellaneous Bargaining Unit for the period of January 1, 2020 through December 31, 2022. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**14. Ratify Memorandum of Understanding Between the City and the City of Corning Dispatchers Bargaining Unit.**

City Manager Miller stated that there are not many changes from those presented in the three previous units. She provided the associated anticipated costs. The increase will cost \$11,600 in FY 2019/2020, \$30,600 in FY 2020/2021, and \$31,900 in FY 2021/2022. The three-year increase in cost to salaries is approximately \$74,000. (These costs were based on an average increase of 4.2% per year.) Medical Insurance Cost Increases: The maximum annual increase in cost will be approximately \$37,000. This increase will be offset by employees who switch to medical-in-lieu. The City will save \$6,000 per year for each employee that transitions from medical-in-lieu. As employees leave City employment, the medical overage will not be allowed, and the overall cost of medical insurance will decrease.



Councilor Burnett moved to ratify the Memorandum of Understanding between the City of Corning and the City of Corning Dispatchers Bargaining Unit for the period of January 1, 2020 through December 31, 2022. Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**15. Annual Mid-Year Budget Review and General Discussion, FY 2019/2020.**

Presented by City Manager Miller, who stated that the proposed Mid Year Budget is from July 1, 2019 to December 31, 2019. She stated that increases in revenues and expenditures when weighed against the General Fund Balance, work out to a projected increase of \$318,854 in the Fund Balance at year's end. That's a \$358,060 positive swing from the projection presented as part of the Budget Staff Report presented on June 11, 2019, as part of the FY 2019/20 Budget. The positive swing is largely due to increases in sales tax, transient occupancy tax, and building permit revenue offsetting increases in expenditures. During her presentation, among other information provided, she also stated that Fuels sales has been decreasing significantly in the last six years; in FY 2013/14 fuel sales tax represented 79% of total sales tax revenue received as compared to 38% in FY 2018/19. Lower fuel costs equate to less sales and lower sales tax revenue for us; the City is also being negatively impacted by the Pilot Truck Stop in Orland. The 2019 third quarter auto and truck sales are up by 9% from the same quarter in 2018.

City Manager Miller concluded by stating that the total fund balance projected as of June 30, 2019 is \$1,927,082 for the General Fund and \$1,155,209 for the Measure A fund. The total fund balance projected as of June 30, 2020 is \$2,245,936 for the General Fund and \$1,180,209 for the Measure A fund. She emphasized that the fund reserves are necessary to provide stability within the City during the next economic downturn.

Councilor Snow moved to approve the proposed budget adjustments as indicated in Exhibit "B" and receive the Mid-Year Budget Review. Councilor Burnett seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

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

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

**Snow:** No reports. He encouraged our Staff, emphasizing that they do a very good job, to continue their due diligence when working with Developers/Contractors or potential Investors coming to our community and do the best we can to work with them to promote a place where they want to build, spend their money, and stimulate our economy.

**Valerio:** Announced that the Chamber of Commerce will have a ribbon cutting at Rancho Tehama for the new AT&T cell tower this Friday from 11 a.m. to 12 p.m.; and the Corning Union High School will be hosting the Corning in the Evening on March 12<sup>th</sup> at 5:30 p.m., actual location to be determined.

**Demo:** Announced all his meetings were cancelled. He then reported that he attended the Corning in the Evening at the Senior Center along with Police Chief Fears. He asked our citizens to consider shopping and purchasing their gas locally to keep their tax revenue here; it really helps our local economy.

**Burnett:** Stated that she had to leave the Tripartite Board Meeting early therefore she has no report. She also stated that Police Chief Fears and his associates attended an event at the Senior Center. She posted pictures on Facebook and received the most likes she has ever gotten. She challenged the Fire Chief to attend a lunch at the Senior Center.

**Hatley:** Reported on his attendance at the Tehama County Transit Meeting where among other items of discussion, they discussed the County's unmet transit/transportation needs.

**N. ADJOURNMENT!: 7:30 p.m.**

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**Lisa M. Linnet, City Clerk**



## MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** March 18, 2020

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday March 24, 2020 Council Meeting

---

**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

<b>A.</b>	<b>Cash Disbursements</b>	<b>Ending 03-18-20</b>	<b>\$</b>	<b>227,604.42</b>
<b>B.</b>	<b>Payroll Disbursements</b>	<b>Ending 03-11-20</b>	<b>\$</b>	<b>88,093.10</b>

**GRAND TOTAL \$ 315,697.52**

check umber	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
29068	03/05/20	WEB02	WEBSTER, WAYNE C.	360.00	.00	360.00	200305	REC INSTRUCTOR-REC
29069	03/05/20	VIN00	VINSON, MADELYN F.	112.50	.00	112.50	200305	REC INSTRUCTOR-REC
29070	03/05/20	ROJ00	ROJAS, IVAN	90.00	.00	90.00	200305	REC INSTRUCTOR-REC
29071	03/06/20	SCH05	SCHLERETH, DAYMON	19.98	.00	19.98	200306	SAFETY ITEMS-FIRE
29072	03/06/20	MIL14	MILLER, KRISTINA	120.75	.00	120.75	200124	CONF/MTGS-CITY ADMIN
				245.25	.00	245.25	200205	CONF/MTGS-CITY ADMIN
			Check Total.....:	366.00	.00	366.00		
29073	03/06/20	WAR05	WARREN, DANA KARL	215.65	.00	215.65	200306	REC INSTRUCTOR-REC
29074	03/11/20	AIR00	AIRGAS USA, LLC	56.43	.00	56.43	996921866	MAT & SUPPLIES-FIRE
29075	03/11/20	ARA02	ARAMARK UNIFORM SERVICES	90.69	.00	90.69	637281335	MAT & SUPPLIES-BLD MAINT
				90.69	.00	90.69	637294149	MAT & SUPPLIES-BLD MAINT
				90.69	.00	90.69	637307107	MAT & SUPPLIES-BLD MAINT
				90.69	.00	90.69	637319884	MAT & SUPPLIES-BLD MAINT
			Check Total.....:	362.76	.00	362.76		
29076	03/11/20	ATT17	AT&T	58.85	.00	58.85	200229	COMMUNICATIONS-FIRE
29077	03/11/20	BAS01	BASIC LABORATORY, INC	135.80	.00	135.80	2002331	ProfServices Water Dept
29078	03/11/20	CON08	CONSTELLATION - EXELON GE	12075.94	.00	12075.94	202002	ELECT-
29079	03/11/20	COR11	CORNING SAFE & LOCK	10.78	.00	10.78	0633	MAT & SUPPLIES-WTR
29080	03/11/20	CRO05	CROSS PETROLEUM	816.72	.00	816.72	CL93053	MAT & SUPPLIES-
				1303.01	.00	1303.01	CL93054	VEH OP/MAINT-POLICE
				205.86	.00	205.86	CL93448	VEH OP/MAINT-FIRE
				32.81	.00	32.81	CL93449	MAT & SUPPLIES-PLANNING
			Check Total.....:	2358.40	.00	2358.40		
29081	03/11/20	EVA01	EVANS APPRAISAL SERVICE,	3500.00	.00	3500.00	20011032	ECON DEV PROJ-ECON DEV
29082	03/11/20	FIR05	FIRST NATIONAL BANK OMAHA	672.99	.00	672.99	200227	MAT & SUPPLIES-
29083	03/11/20	FIR10	FIRST NATIONAL BANK OMAHA	538.26	.00	538.26	03052020A	SAFETY ITEMS-
29084	03/11/20	FIR13	FIRST NATIONAL BANK OMAHA	558.91	.00	558.91	200227	MAT & SUPPLIES-
29085	03/11/20	FIR14	FIRST NATIONAL BANK OMAHA	708.78	.00	708.78	03052020	TRAINING/ED-
29086	03/11/20	FIR16	FIRST NATIONAL BANK OMAHA	42.66	.00	42.66	200227	MAT & SUPPLIES-REC
29087	03/11/20	GOL06	GOLDEN STATE EMERGENCY VE	2059.41	.00	2059.41	6WI000034	VEH OP/MAINT-FIRE
29088	03/11/20	GRA02	GRAINGER, W.W., INC	165.12	.00	165.12	945371014	EMERGENCY PREPARDNESS-
				153.46	.00	153.46	945699225	MAT & SUPPLIES-PARKS
				9.27	.00	9.27	945965842	EMERGENCY PREPARDNESS-
				32.38	.00	32.38	945987299	EMERGENCY PREPARDNESS-
				104.34	.00	104.34	946021280	EMERGENCY PREPARDNESS-
				28.44	.00	28.44	946123303	EMERGENCY PREPARDNESS-
				24.05	.00	24.05	946132731	EMERGENCY PREPARDNESS-
			Check Total.....:	517.06	.00	517.06		
29089	03/11/20	HOL04	HOLIDAY MARKET #32	3.38	.00	3.38	8321403/0	MAT & SUPPLIES-
29090	03/11/20	LNC01	LN CURTIS & SONS	167.01	.00	167.01	INV365046	MAT & SUPPLIES-
				269.38	.00	269.38	INV365740	SMALL TOOLS-FIRE
			Check Total.....:	436.39	.00	436.39		
29091	03/11/20	LOD00	LODI PUMP & IRRIGATION, I	46.78	.00	46.78	INVLPI-00	MAT & SUPPLIES-WTR
29092	03/11/20	MOR02	RAY MORGAN COMPANY	298.82	.00	298.82	2893846	COMMUNICATIONS-
29093	03/11/20	PES01	PESTMASTER SERVICES, INC.	990.79	.00	990.79	240833	TREE/PEST & WEED SPRAY-
				671.63	.00	671.63	240885	TREE/PEST & WEED SPRAY-
			Check Total.....:	1662.42	.00	1662.42		
29094	03/11/20	PGE01	PG&E	482.60	.00	482.60	200304	ELECT-
				1053.73	.00	1053.73	200304A	ELECT-
			Check Total.....:	1536.33	.00	1536.33		
29095	03/11/20	PGE04	PG&E	516.47	.00	516.47	200301	TranspFacility-
29096	03/11/20	PGE05	PG&E	1227.85	.00	1227.85	200301	FIRE-ELECT & GAS

check umber	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information----- Description
29097	03/11/20	PGE08	PG&E	61.72	.00	61.72	200301	MAT & SUPPLIES-REC
29098	03/11/20	PGE2A	PG&E	52.19 192.39 38.82	.00 .00 .00	52.19 192.39 38.82	200228 200228A 200302A	ELECT-MARTINI PLAZA ELECT- ELECT-CLELAND PROP
			Check Total.....:	283.40	.00	283.40		
29099	03/11/20	PGE2B	PG&E	7405.25	.00	7405.25	200227	ELECT-WWTP
29100	03/11/20	QUI02	QUILL CORPORATION	644.95	.00	644.95	5166585	OFFICE SUPPLIES-
29101	03/11/20	SCP00	SCP DISTRIBUTORS LLC	1771.97	.00	1771.97	SN036645	MAT & SUPPLIES-
29102	03/11/20	TRI02	TRI-COUNTY NEWSPAPERS	187.85 196.64	.00 .00	187.85 196.64	00251591 00251857	Print/Advert. City Clerk Print/Advert. City Clerk
			Check Total.....:	384.49	.00	384.49		
29103	03/11/20	ULI00	ULINE	39.38	.00	39.38	117568651	OFFICE SUPPLIES-FINANCE
29104	03/13/20	BAS02	BASSETT, RANDALL CRAIG	151.90	.00	151.90	03132020	Traing/Educ. Police Servi
29105	03/13/20	LUC02	DENNIS LUCERO	73.50 106.00	.00 .00	73.50 106.00	200227 200306	TRAINING/ED-FIRE TRAINING/ED-FIRE
			Check Total.....:	179.50	.00	179.50		
29106	03/16/20	ACC00	ACCESS INFORMATION MANAGE	219.14	.00	219.14	7972886	EQUIP MAINT-GEN CITY
29107	03/16/20	BAS01	BASIC LABORATORY, INC	135.80	.00	135.80	2002620	ProfServices Water Dept
29108	03/16/20	CAR12	CARREL'S OFFICE MACHINES	4.33	.00	4.33	AR23621	MAT & SUPPLIES-LIBRARY
29109	03/16/20	CCA01	CITY CLERKS ASSOCIATION O	90.00	.00	90.00	3124	Assoc.Dues City Clerk
29110	03/16/20	COM06	COMCAST	23.75	.00	23.75	200309	COMMUNICATIONS-PW ADMIN
29111	03/16/20	COR55	CORRY, CHASE	14.00	.00	14.00	03132020	TRAINING/ED-POLICE
29112	03/16/20	DEP10	DEPT OF MOTOR VEHICLES	94.71	.00	94.71	03132020	TRAINING/ED-POLICE
29113	03/16/20	EIN00	EINHORN, GREGORY PAUL	2265.00	.00	2265.00	13999	EE RELATIONS-LGL SVCS
29114	03/16/20	FMR01	FM RICHELIEU ENGINEERING	550.00	.00	550.00	2020-0308	PROF SVCS-BLD & SAFETY
29115	03/16/20	GRA02	GRAINGER, W.W., INC	14.60	.00	14.60	947104735	MAT & SUPPLIES-BLD MAINT
29116	03/16/20	HIN01	HINDERLITER, DE LLAMAS &	300.00	.00	300.00	0033368IN	PROF SVCS-FINANCE
29117	03/16/20	MIL11	MILL CREEK VETERINARY	60.00	.00	60.00	123401	FERAL CAT PROGRAM-ACO
29118	03/16/20	MOO07	MOORE & BOGENER, INC.	728.92	.00	728.92	10171	CONSULT/LIT-
29119	03/16/20	NOR47	NORTHSTAR	7950.00	.00	7950.00	75459	PROF SVCS-PW ADMIN
29120	03/16/20	PGE2B	PG&E	225.80	.00	225.80	000790528	SOLAR-WWTP
29121	03/16/20	SAF05	SAFARILAND, LLC	4.00	.00	4.00	I0102624A	MAT & SUPPLIES-POLICE
29122	03/16/20	SCH01	LES SCHWAB TIRE CENTER	65.00	.00	65.00	611003503	VEH/OP MAINT-POLICE
29123	03/16/20	VER02	VERIZON WIRELESS	190.05	.00	190.05	984952761	PROP 30-MDC
29124	03/16/20	XER00	XEROX CORPORATION	121.83	.00	121.83	099686725	EQUIP MAINT-DISPATCH
29125	03/16/20	DRW00	DR. WELL WATER WELL SERVI	11800.00	.00	11800.00	13466	WELL REPAIRS-WTR IMPROV
29126	03/16/20	FOU02	FOUTS BROS. INC.	99678.00	.00	99678.00	43203	RESCUE SQUAD VEH-FIRE CAP
29127	03/16/20	PRE07	PRECISION WIRELESS SERVIC	900.00	.00	900.00	36889	EQUIP MAINT-FIRE
29128	03/16/20	WES20	WEST COAST ARBORISTS, INC	37330.25	.00	37330.25	158143	TREE PRUNING-STR
29129	03/18/20	CRO05	CROSS PETROLEUM	1100.57	.00	1100.57	CL93779	MAT & SUPPLIES-
29130	03/18/20	GRA02	GRAINGER, W.W., INC	127.01 217.70 34.04 108.57	.00 .00 .00 .00	127.01 217.70 34.04 108.57	946591560 946742482 946832659 947644040	MAT & SUPPLIES- MAT & SUPPLIES- BLD MAINT-POLICE EMERGENCY PREPAREDNESS-
			Check Total.....:	487.32	.00	487.32		
29131	03/18/20	MGT00	MGT OF AMERICA, INC.	550.00	.00	550.00	37253	PROF SVCS-GEN CITY
29132	03/18/20	PGE01	PG&E	17624.50	.00	17624.50	200312	Electricity General City-
29133	03/19/20	PRE07	PRECISION WIRELESS SERVIC	617.86	.00	617.86	36887	VEH OP/MAINT-POLICE

REPORT: Mar 18 20 Wednesday  
 UN...: Mar 18 20 Time: 14:11  
 un By: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 03-20 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
29134	03/18/20	RED01	RED BLUFF DAILY NEWS	322.05	.00	322.05	200304	BOOKS/PERIODICS-LIBRARY
29135	03/18/20	TPX00	TPX COMMUNICATIONS	656.34	.00	656.34	127413847	COMMUNICATIONS-
29136	03/18/20	COR05	CORNING AUTO CENTER	366.80	.00	366.80	38033	VEH OP/MAINT-POLICE
29137	03/18/20	CRO05	CROSS PETROLEUM	1527.13	.00	1527.13	CL93780	VEH OP/MAINT-POLICE
29138	03/18/20	LEH03	LEHR AUTO ELECTRIC	90.01	.00	90.01	SI43063	VEH OP/MAINT-POLICE
29139	03/18/20	TEH15	TEHAMA CO SHERIFF'S DEPT	24.50	.00	24.50	03182020	PROF SVCS-FINANCE
Cash Account Total.....:				227604.42	.00	227604.42		
Total Disbursements.....:				227604.42	.00	227604.42		
Cash Account Total.....:				.00	.00	.00		



REPORT: Mar 18 20 Wednesday  
 JN: Mar 18 20 Time: 14:11  
 Jn By: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 03-20 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
11844	03/11/20	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	C00311	POLICE OFFICER ASSOC
11845	03/11/20	BAN06	BANNER BANK	5779.37	.00	5779.37	C00311	HSA DEDUCTIBLE
11846	03/11/20	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	C00311	WITHHOLDING ORDER
11847	03/11/20	EDD01	EMPLOYMENT DEVELOPMENT	6408.99	.00	6408.99	C00311	STATE INCOME TAX
				1516.89	.00	1516.89	1C00311	SDI
			Check Total.....:	7925.88	.00	7925.88		
11848	03/11/20	FED00	FEDERAL PAYROLL TAXES (EF	16101.53	.00	16101.53	C00311	FEDERAL INCOME TAX
				18112.82	.00	18112.82	1C00311	FICA
				4236.02	.00	4236.02	2C00311	MEDICARE
			Check Total.....:	38450.37	.00	38450.37		
11849	03/11/20	HEA05	HEALTHIEST YOU	18.00	.00	18.00	C00311	HEALTHIEST YOU
11850	03/11/20	ICM01	ICMA RETIREMENT TRUST-457	1862.13	.00	1862.13	C00311	ICMA DEF. COMP
				185.00	.00	185.00	1C00311	ICMA DEF. COMP ER PD
			Check Total.....:	2047.13	.00	2047.13		
11851	03/11/20	PERS1	PUBLIC EMPLOYEES RETIRE	27646.19	.00	27646.19	C00311	PERS PAYROLL REMITTANCE
11852	03/11/20	PERS4	Cal Pers 457 Def. Comp	2619.15	.00	2619.15	C00311	PERS DEF. COMP.
				520.00	.00	520.00	1C00311	PERS DEF. COMP. ER P
			Check Total.....:	3139.15	.00	3139.15		
11853	03/11/20	VAL06	VALIC	2398.55	.00	2398.55	C00311	AIG VALIC P TAX
				225.00	.00	225.00	1C00311	AIG VALIC P TAX ER P
			Check Total.....:	2623.55	.00	2623.55		
			Cash Account Total.....:	88093.10	.00	88093.10		
			Total Disbursements.....:	88093.10	.00	88093.10		

ate.: Mar 18, 2020  
ime.: 1:37 pm  
un 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
ARMSTRONG CONSULTANT	751 HORIZON CT STE 255	GRAND JUNCTION, CO 81506	ENGINEERING FIRM THAT OFFER ENGINEERING	03/05/20
FAMILY YARD CARE	115 MC LANE AVE	CORNING, CA 96021	OUTDOOR LAWN WORK, HAULING, WEEDEATING,	03/16/20

ITEM NO.: G-8  
ADOPT ORDINANCE NO. 687; AN  
ORDINANCE AMENDING THE SPEED  
LIMIT ON VARIOUS CITY STREETS  
(SECOND READING AND ADOPTION)

March 24, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: KRISTINA MILLER, CITY MANAGER  
JEREMIAH FEARS, CHIEF OF POLICE  
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

**SUMMARY:**

Staff recommends adoption of attached Ordinance No. 687. The Ordinance will amend Chapter 10, Section 10.08.030 increasing the speed limit for the following locations:

- ❖ 10.08.030.B. The maximum speed limit on Third Street, between the north city limit and Solano Street intersection shall be thirty-five miles per hour.

*Presently, the maximum speed limit on Third Street is 35 miles per hour from the north city limit to Colusa Street, and 25 miles per hour from Colusa Street to Solano Street. This amendment would extend the 35 miles per hour speed limit from Colusa Street to Solano Street.*

- ❖ 10.08.030.C. The maximum speed limit on Highway 99W between Solano Street and South Avenue shall be forty-five miles per hour.

*The speed limit between South Avenue and Solano Street is currently set forth in Sections C and D, with the limit at 35 miles per hour on Highway 99W between Solano Street and Fig Lane, and 45 miles per hour between Fig Lane and South Avenue. The amendment would combine the two sections into Section C with a speed limit of 45 miles per hour for the entire strip of road between Solano Street and South Avenue.*

- ❖ 10.08.030.D The maximum speed limit on Corning Road between the west City limits and I-5 shall be thirty-five miles per hour.

*This is a new increase in speed limit from 25 miles per hour to 35 miles per hour on the above described road.*

See the attached diagram.

**BACKGROUND:**

The Police Department and City Engineer Robin Kampmann recently completed a speed survey. That survey supported the continuation of the current speed limits in the City of Corning, with the above listed exceptions.

See the attached copy of the Chapter 10.08 of the Corning Municipal Code (CMC). In general, the speed limit on City streets is 25 miles per hour pursuant to CMC 10.08.010. Exceptions to that are listed in CMC Section 10.08.030.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- ❖ DIRECT THE CITY CLERK TO READ ORDINANCE NO. 687 BY TITLE ONLY; and,
- ❖ ADOPT ORDINANCE NO. 687, AN ORDINANCE PROPOSING TO AMEND SPEED LIMITS ON VARIOUS CITY STREETS AND APPROVE ASSOCIATED SUMMARY ORDINANCE 687 FOR PUBLICATION.

**SUMMARY OF ORDINANCE NO. 687 OF THE CITY OF CORNING, CALIFORNIA,  
AMENDING SECTION 10.08.030 OF THE CORNING MUNICIPAL CODE  
PERTAINING TO AN INCREASE IN THE SPEED LIMIT**

Pursuant to Government Code Section 36933(c), the following constitutes a summary of Ordinance No. 687 introduced by the Corning City Council on March 10, 2020 and scheduled for consideration of adoption on March 24, 2020 at its meeting held in the City Council Chambers 794 Third Street, Corning, California.

The purpose of Ordinance No. 687 is to amend section 10.08.030 to increase the speed limit on three separate sections of streets in Corning following the City Engineer conducting an engineering and traffic survey as required under the Vehicle Code. The increase will (1) increase the speed limit to 35 miles per hour on Third Street between the north city limit and Solano street; (2) increase the speed limit to 45 miles per hour on Highway 99 W between Solano Street and South Avenue; and (3) increase the speed limit to 35 miles per hour on Corning Road between the west City limits and Interstate 5.

A Certified copy of the full text of the Ordinance is posted and available for review in the City Clerk's Office at 794 Third Street, Corning, California. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law. This Ordinance was introduced by the City Council of the City of Corning on March 10, 2020 and is scheduled for consideration of adoption on March 24, 2020.

Lisa Linnet, Corning City Clerk

Published: Thursday, March 12, 2020, and to be published again on Thursday, March 26, 2020  
Posted at Corning City Hall

**ORDINANCE 687**  
**AN ORDINANCE OF THE CITY COUNCIL AMENDING THE SPEED LIMIT ON VARIOUS CITY STREETS**

**WHEREAS**, the City Council of the City of Corning has conducted engineering and traffic speed surveys (collectively referred to herein as the "surveys") on various City streets in accordance with the requirements of the California Vehicle Code, copies of which are on file at City Hall; and

**WHEREAS**, the City Engineer and the Police Department have analyzed the surveys, made appropriate adjustments, and made recommendations for the establishment of speed limits on said streets in accordance with the requirements of the California Vehicle Code; and

**WHEREAS**, radar enforcement of any speed limit other than those expressly established by State Law requires that such speed limits be based upon an engineering and traffic speed survey as has been conducted; and

**WHEREAS**, the Police Chief has carefully reviewed and fully supports the recommendations of the City Engineer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Corning hereby certifies the surveys and establishes speed limits on various City streets as provided below:

**Chapter 10, Section 10.08.030 of the Corning Municipal Code is hereby amended to read as follows:**

**10.08.030.B.** The maximum speed limit on Third Street, between the north city limit and Solano Street intersection shall be thirty-five miles per hour.

**10.08.030.C.** The maximum speed limit on Highway 99w between Solano Street and South Avenue shall be forty-five miles per hour.

**10.08.030.G** The maximum speed limit on Corning Road between the west City limits and I-5 shall be thirty-five miles per hour.

**10.08.030.D** Shall be removed, with the letters below revised to adjust.

**SECTION 2:** The Ordinance shall be and it is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage

**SECTION 3:** The forgoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning held March 10, 2020 and adopted at a regular meeting of the City Council of the City of Corning held on March 24, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT OR NOT VOTING:**

\_\_\_\_\_  
**Doug Hatley, Jr; Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Ordinance (Ordinance 687) was introduced to the City Council of the City of Corning at a regular meeting held on March 10, 2020 and adopted at a regular meeting of the City Council on March 24, 2020 by the votes listed above.

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**



ITEM NO.: G-9

**ADOPT ORDINANCE NO. 686 AMENDING  
CHAPTER 3.12 (PURCHASE OF SUPPLIES,  
EQUIPMENT AND SERVICES) TO ADD  
SECTION 3.12.090, A LOCAL BUSINESS  
PURCHASING PREFERENCE POLICY TO THE  
CORNING MUNICIPAL CODE (SECOND  
READING & ADOPTION)**

**March 24, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**COLLIN BOGENER, CITY ATTORNEY**



**BACKGROUND**

The City of Corning recognizes strategies promoting the use of local vendors and service providers help create a sustainable economy and preserve local businesses. The use of local businesses contributes toward retaining local dollars within the Community and strengthens employment opportunities. As such Ordinance No. 686 was drafted to promote employment and business opportunities for local businesses on all Contracts and give preference to Tehama County businesses and Consultants to the extent consistent with the law and interests of the public. Specifically, Ordinance No. 686 will provide a 5% local preference for purposes of quantitative comparisons. Exceptions to the Local Preference Policy include:

1. Services provided under a cooperative purchasing agreement.
2. Contracts which are funded in whole or in part by a Governmental Entity, and the Laws, Regulations or Policies governing such funding prohibit application of a local preference.
3. Construction Contracts or other Contracts procured under authority which requires award to the lowest responsible bidder without an exception for a local preference criterion or which otherwise does not allow consideration of a local preference criterion.
4. Contracts procured under emergency situations.
5. Purchases not made through competitive bidding, pursuant to Section 3.12.090 (Local Business Purchasing Preference Policy) of the Corning Municipal Code. **(Removed per City Attorney as this is referencing a Resolution, not Ordinance)**
6. When the City Manager determines that application of this policy would hinder the operational effectiveness or public benefit of the City.

**Quality and Fitness:**

The preference established in this Policy shall in no way be construed to inhibit, limit or restrict the right and obligation of the City to compare quality and fitness for use of services proposed for purchase and compare the qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting Bids or Proposals. Nor shall the preference established in this Policy be construed to prohibit the right of the City from giving any other preference permitted by law.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **ADOPT ORDINANCE NO. 686, AMENDING CHAPTER 3.12 (PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES) TO ADD SECTION 3.12.090, A LOCAL BUSINESS PURCHASING PREFERENCE POLICY TO THE CORNING MUNICIPAL CODE; and**
- **DIRECT THE CITY CLERK TO READ THE ORDINANCE BY TITLE ONLY.**

**ATTACHMENTS: Exhibit "A" is Proposed Ordinance No. 686**

## EXHIBIT "A"

### ORDINANCE NO. 686

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING AMENDING CHAPTER 3.12 (PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES) TO ADD SECTION 3.12.090, A LOCAL BUSINESS PURCHASING PREFERENCE POLICY TO THE CORNING MUNICIPAL CODE

**THE CITY COUNCIL OF THE CITY OF CORNING** does hereby find, determine and declare as follows:

**WHEREAS**, the City Council of the City of Corning desires to find opportunities to support, stimulate, and boost the City of Corning's economy, employment, and business development; and

**WHEREAS**, strategies that promote the use of local Vendors and Service Providers help retain local dollars and tax revenues within the Community and promote local business development and employment opportunities; and

**WHEREAS**, adoption of a Local Business Purchasing Preference Policy would stimulate local employment, business development, and provide business opportunities for existing City businesses and Consultants.

**WHEREAS**, a Local Business Purchasing Preference Policy would promote competitive preference to local industries, companies, or businesses offering services to the City by stipulating the following requirement: When more than one business or service provider is considered that are competitively matched in terms of other criteria, local service providers should be selected; and

**WHEREAS**, a Local Business Purchasing Preference Policy would provide a 5% local preference for purposes of quantitative comparisons when comparing the prices offered by Bidders.

**NOW THEREFORE**, the City Council of the City of Corning does Ordain to amend Chapter 3.12, Purchase of Supplies, Equipment and Services of the Municipal Code to add Section 3.12.090 as follows:

#### **Chapter 3.12**

#### **PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES**

#### **Section 3.12.090 – Purchase of Supplies, Equipment and Services from a Local Service Provider.**

The City of Corning recognizes that strategies that promote the use of local vendors and service providers help create a sustainable economy and preserve local businesses. The use of local businesses contributes toward retaining local dollars within the Community and strengthens employment opportunities. It is the policy of the City to promote employment and business opportunities for local businesses on all contracts and give preference to Tehama County businesses and consultants to the extent consistent with the law and interests of the public.

#### **3.12.091 - Local Service Provider - Definitions:**

A Local Business is defined as a business or consultant who meets all the following qualifications:

1. Has a valid physical address located within the County of Tehama from which the Vendor or Consultant operates or performs business on a day-to-day basis;
2. Has conducted business in Corning for at least six months prior to submittal of a qualifying Bid; and
3. Holds a valid City of Corning Business License for at least six months prior to submittal of a qualifying Bid.

#### **3.12.092 - Policy to Select a Local Service Provider:**

Departments shall consider the locality of Consultants or businesses and their sub-consultants when selecting business for purchases or Service Contracts. If there is more than one business or service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected.

When comparing the prices offered by Bidders, local businesses may be given a five percent (5%) local preference value for purposes of quantitative comparisons in determining the lowest responsible bidder. The financial value of this local preference shall not be higher than \$150,000. Application of the local preference is for comparison purposes only when evaluating proposals and does not actually reduce the amount ultimately paid to the successful Vendor. This Policy applies in all cases when the City is soliciting proposals for products or services, except as noted below.

**3.12.093 - Exceptions to Local Preference Policy:**

The Policy to select a Local Service Provider does not apply in the following scenarios:

1. Services provided under a Cooperative Purchasing Agreement.
2. Contracts which are funded in whole or in part by a Governmental entity, and the laws, regulations or policies governing such funding prohibit application of a local preference.
3. Construction Contracts or other Contracts procured under authority which requires award to the lowest responsible bidder without an exception for a local preference criterion or which otherwise does not allow consideration of a local preference criterion.
4. Contracts procured under emergency situations.
5. When the City Manager determines that application of this policy would hinder the operational effectiveness or public benefit of the City.

**3.12.094 - Quality and Fitness:**

The preference established in this Policy shall in no way be construed to inhibit, limit or restrict the right and obligation of the City to compare quality and fitness for use of services proposed for purchase and compare the qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting Bids or Proposals. Nor shall the preference established in this Policy be construed to prohibit the right of the City from giving any other preference permitted by law.

**3.12.095 - Other Criteria:**

Where the City will be paying sales tax on the purchase, the local business must possess a valid Resale License from the State Board of Equalization showing evidence of a City of Corning address. The payment of the local share of the sales tax must go to the City of Corning.

The local business must not be in default or delinquent on any fee, tax or charge owed to the City of Corning or the County of Tehama.

**3.12-096 - Verification of Local Business Preference Eligibility:**

Any Vendor or Consultant claiming to be a local business shall provide a signed declaration when submitting their Bid. The City shall verify the accuracy of the declaration and shall have sole discretion to determine if a Consultant meets the definition of "Local Business".

The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be posted and/or published in accordance with the law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning held on March 10, 2020, and enacted at a regular meeting of the City Council of the City of Corning held on March 24, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Douglas Hatley, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Ordinance (Ordinance 686) was duly introduced to the City Council of the City of Corning at a regular meeting of said Council held on March 10, 2020 and adopted at a regular meeting of the City Council on March 24, 2020 by the votes listed above.

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Lisa M. Linnet, City Clerk

**ITEM NO: J-10  
APPROVE SPECIFICATIONS AND  
AUTHORIZE STAFF TO SEEK  
PROPOSALS FOR A NEW PERIMETER  
SECURITY FENCE AND CARD CONTROL  
ACCESS AT THE CORNING AIRPORT**

**March 24, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER   
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT **

**SUMMARY:**

City Staff is requesting approval of the specifications and authorization from City Council to seek proposals for a New Perimeter Security Fence and Card Controlled Access at the Corning Airport. Specifications and Proposal documents are attached for Council review. The entire Proposal Packet is available for review at City Hall.

**BACKGROUND:**

City Staff has been working with Armstrong Consulting to prepare the bid documents and construction plans for the installation of a new perimeter security fence and card-controlled access gate at the Corning Airport. Once the bids are received Armstrong will complete the grant application for FAA and Caltrans funding for the design and construction of the new proposed fencing project.

City Staff has already submitted the pre-application for funding and has been authorized by the FAA to move forward with the project. It is anticipated to open construction bids for the projects at the end of March and submit the final grant application by mid-March.

**FUNDING:**

The Engineer's Estimate for this project is \$182,000. Funding will be approximately \$163,800 Federal, \$9,100 State, and \$9,100 City. This is only an estimate and a final project cost will be determined once the construction bids are received.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE THE SPECIFICATIONS AND AUTHORIZE STAFF TO SEEK PROPOSALS FOR A NEW PERIMETER SECURITY FENCE AND CARD CONTROL ACCESS AT THE CORNING AIRPORT.**



# CORNING MUNICIPAL AIRPORT

Corning, California

CONTRACT DOCUMENTS INCLUDING DETAILED SPECIFICATIONS

**BASE BID**

Install Perimeter Fencing (Approx. 4,000 LF) and Gates

**BID ALTERNATE**

Upgrade to Decorative Steel Fencing (Approx. 340 LF) and Gate

AIP No. 3-06-0053-007-2020

ACI No. 206658

March 2020



**ARMSTRONG**

751 Horizon Court, Suite 255  
Grand Junction, Colorado 81506  
O: 970.242.0101  
[www.armstrongconsultants.com](http://www.armstrongconsultants.com)

## **INSTRUCTIONS TO BIDDERS**

- 1. Defined Terms.** Terms used in these Instructions to Bidders, which are defined in the General Provisions of the Construction Contract, have the meanings assigned to them in the General Provisions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
  
- 2. Copies of Bidding Documents**
  - 2.1** Complete sets of the Bidding Documents in the number and for the deposit sum stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). The deposit will not be refunded. Partial sets of Bidding Documents shall not be issued. Portions of the Contract Documents not produced by the Owner or Engineer will not be furnished.
  
  - 2.2** Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
  
  - 2.3** Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
  
- 3. Qualifications of Bidders**
  - 3.1** Evidence of appropriate licensing by the California Contractor's State License Board shall be submitted to the Sponsor with the bid proposal indicating the appropriate license classification for the work specified. For this project the Sponsor has determined that, at a minimum, the Prime Contractor shall possess the following license, or be licensed as a General Engineering Contractor:  
  

C13     Fencing Contractor
  
- 4. Examination of Contract Documents and Site**
  - 4.1** Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Document.
  
  - 4.2** Where any soils investigation or report of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications, for the convenience of the Bidder, the Engineer will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make

such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.3** On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4** The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Provisions, General Provisions, or Drawings.
- 4.5** Drawings and Specifications were prepared on the basis of interpretation, judgment and discretion of Engineer. Accuracy of the Drawings and Specifications cannot be guaranteed. Questions about perceived inconsistencies, ambiguities or errors should be directed to the Engineer. By submitting its Bid, Bidder waives the right to assert that inconsistencies, ambiguities or errors impacted its Bid, Bidder assumes the risk attendance to successful performance of the work, waives all claims for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood at the time of Bidding and waives all claims of any nature against the Owner and the Engineer arising out of or related to submission of its bid. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6** The Bid Set of Drawings and Specifications may have been obtained through a plan room, either physically or through Internet access. Bidder acknowledges that the Engineer has no control over the operation of the plan room. Bidder acknowledges and accepts sole responsibility for obtaining all Bid information, including but not limited to, Addenda which may be issued subsequent to the Original Bid Set.

**5. Interpretations.** All questions about Contract Documents including Detailed Specifications and/or Construction Plans shall be submitted to Engineer in writing. Questions will be accumulated and a reply will be issued by Addendum. Bidders identified on the planholders list will be notified by email that an Addendum is available by no later than five (5) business days before the scheduled Bid Opening. Questions received less than seven (7) business days prior to the time and date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding and receipt of all addenda must be properly acknowledged on the appropriate proposal page. If acknowledgement for receiving any of the issued addenda is missing, then your bid will not be accepted. Oral and other interpretations or clarifications will be without legal effect.

## **6. Bid Security**

- 6.1** Bid Security shall be made payable to Owner, in an amount of five (5) percent of the Bidder's total Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety as assurance that the Bidder will, upon acceptance of his Bid, execute such contractual documents as may be required within the time specified.

- 6.2** The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security; whereupon, it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" or the ninety first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.
- 7. Contract Time.** The number of days within which, or the date by which the Work is to be completed, (the Contract Time) is set forth in Article 30 of the Agreement.
- 8. Liquidated Damages.** Provisions for liquidated damages, if any, are set forth in the Agreement.
- 9. Substitute Material and Equipment.** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Section 60, paragraph 3 of the General Provisions that may be supplemented in the Special Provisions.

## **10.0 Subcontractors**

- 10.1** Proposal requires that the identity of intended Subcontractors be submitted to Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 10.2** In contracts where the Contract Price is on the Basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify, in writing to Owner, those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.
- 10.3** No Contractor shall be required to employ any Subcontractor, other person or organization against which he has reasonable objection.
- 10.4** The Contractor shall provide a list of all subcontractors performing work on the project that constitutes more than 0.5% of the total value of the Prime Contractor's bid amount. This list

shall be provided on the form provided in the Proposal section and shall be supplied to the Owner within 24 hours of bid opening.

## **11. Bid Proposal Form**

- 11.1** The Bid Proposal Form is attached hereto; additional copies may be obtained from Engineer.
- 11.2** Bid Proposal Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5** All names must be typed or printed below the signature.
- 11.6** The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7** The address to which communications regarding the Bid are to be directed must be shown.

## **12. Submission of Bids**

- 12.1** Bidders must submit proposals for all of the work entailed by the base bid and the bid alternate.
- 12.2** Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Each Bidder shall prepare his Proposal, including supporting data, in duplicate.
- 12.3** Each Bidder will submit the following in a sealed opaque envelope:
  - A.** The Owner's copy of the Proposal and such other items as may be required to accompany the Proposal. The entire contract documents book is not required to be submitted.
  - B. Bid Security.** The outside of the sealed envelope must be clearly marked with Bidder's name and address, the Owner's name and address and the name of the project for which the Proposal is being submitted. The Bidder shall retain a duplicate copy of Proposal for Bidder's records.

**13. Modification and Withdrawal of Bids.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**14. Opening of Bids.** When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available within seven (7) days after the opening of Bids.

**15. Bids to Remain Open.** All Bids shall remain open for the period specified in General Provision 30-02, but Owner may, at his sole discretion, release any Bid and return the Bid Security prior to that date.

## **16. Award of Contract**

**16.1** Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder. The Owner further reserves the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**16.2** In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices, if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted), but Owner may accept them in any order or combination.

**16.3** Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Proposal. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner. A Certification of Inclusion of Labor and EEO Requirements in Subcontracts shall be submitted to the Owner for each subcontract.

**16.4** Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

**16.5** Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

**16.6** The scope of the project may be revised prior to award depending on the availability of funds. The lowest bid shall be the lowest total of the bid prices of the base contract plus the bid alternate, even if the alternate is not awarded.



**16.7** If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the period specified in General Provision 30-02.

**17. Performance and Other Bonds.** Article 33 of the Agreement sets forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

## **18. Agreement**

**18.1** The successful Bidder shall, within 15 days after Notification of the Award:

- A.** Enter into an Agreement, in writing, with Owner covering all matters detailed in these Specifications and his Proposal.
- B.** Execute the necessary Bonds with Surety acceptable to the Owner as indicated in the Agreement.
- C.** Show evidence of adequate insurance acceptable to the Owner as defined by the General Provisions and Special Provisions.
- D.** If requested by the Owner, provide a fully detailed financial statement.

**18.2** The aforesaid Agreement and Bonds shall be subject to approval by the Owner's Attorney. All Bonds are to be furnished at the sole cost of the successful Bidder. Surety therein provided for shall be a Corporate Surety authorized to do business in the State of California.

**18.3** The Agreement, when executed, shall be deemed to include the entire Agreement between the parties hereto and the Contractor shall not claim any modification thereof resulting from any representation of the Owner or any other person.

**19. State and Federal Regulations.** The successful Contractor must fully comply with all applicable Federal and State requirements pertaining to the work, employees used on the job and any special requirements pertaining to work procedures.

## **20. Disadvantaged Business Enterprises (DBE)**

**20.1** The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Corning, California to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**20.2 Prompt Payment.** The Prime Contractor agrees to pay each Subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 20 days from receipt of each payment the Prime Contractor receives from the Sponsor. The Prime Contractor further agrees to return retainage payments to each Subcontractor within 20 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subcontractors.

**20.3 Bidders List.** The bidder shall submit the name, address, DBE status, age and gross receipts of all firms bidding or quoting subcontractors on D.O.T.-assisted projects.

**21. Affirmative Action 41 CFR part 60-4 and Executive Order 11246**

- A.** The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B.** The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for Minority participation for each trade 6.8%.

Goals for Female participation for each trade 6.9%

These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C.** The Contractor shall provide written notification to the Director OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of Subcontract; and the geographical area in which the Subcontract is to be performed.
- D.** As used in this notice and in the Contract resulting from this solicitation, the "covered area" is in Corning, Tehama County, California.

**22. Buy American – Steel and Manufactured Products for Construction Contracts**  
(Title 49 USC § 50101)

**22.1 Buy American Preference Statement**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included in the Proposal package with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**22.2** The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

- A. Steel and manufactured products.** As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.
- B. Components.** As used in this clause, components mean those articles, materials and supplies incorporated directly into steel and manufactured products.
- C. Cost of components.** This means the costs for production of the components, exclusive of final assembly labor costs.

**22.3 Buying goods produced in the United States**

- A. Preference.** The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106 (k), 44502 (a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except section 48102 (e), 48106, 48107 and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- B. Waiver.** The Secretary may waive subsection (a) of this section if the Secretary finds that
  - 1)** Applying subsection (a) would be inconsistent with the public interest;

- 2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of satisfactory quality.
  - 3) When procuring a facility or equipment under section 44502 (a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102 (e), 48106, 48107 and 48110) of this title
    - a) The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
    - b) Final assembly of the facility or equipment has occurred in the United States; or
  - 4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- C. **Labor Costs.** In this section, labor costs involved in final assembly are not included in calculating the cost of components.

**22.4** The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, Subcontractors, material men and suppliers in the performance of this Contract, except those-

- A. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- B. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
- C. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

**23. Title VI Solicitation Notice (49 USC § 47123 and FAA Order 1400.11)**

The City of Corning, California , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**24. Federal Fair Labor Standards Act (29 USC § 201, et seq.)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**INVITATION FOR BIDS**  
**FOR IMPROVEMENTS TO**  
**CORNING MUNICIPAL AIRPORT**  
**PERIMETER FENCING**  
**CORNING, CALIFORNIA**

**AIP NO. 3-06-0053-007-2020**

Sealed bids for improvements to the Corning Municipal Airport, AIP No. 3-06-0053-007-2020, will be received by the City of Corning, California at City Hall at 794 Third Street, Corning, California 96021 until April 29, 2020 at 1:00 p.m. PDT and then opened and read aloud.

The work involved includes the following:

**BASE BID**  
INSTALL PERIMETER FENCING (APPROX. 4,000 LF) AND GATES

**BID ALTERNATE**  
UPGRADE TO DECORATIVE STEEL FENCING (APPROX. 340 LF) AND GATE

For a complete set of Plans, Specifications and Contract Documents all purchases must be made through our website at [www.armstrongconsultants.com](http://www.armstrongconsultants.com). A digital copy may be downloaded for \$25.00. There will be no refunds.

Each bid must be accompanied by a Certified Check or Cashier's Check in an amount not less than five (5) percent of the total bid made payable to City of Corning, California, or by a Bid Bond in like amount executed by a Surety Company.

The Bidder must supply all the information required by the proposal forms and specifications and he/she must bid on both the base bid and the bid alternate. The City of Corning, California reserves the right to waive any informality in or to reject any or all portions of the various bid items. No proposal may be withdrawn for a period of ninety days from the opening thereof.

A Non-Mandatory Pre-Bid meeting will be held at the Corning Municipal Airport on April 15, 2020 at 1:00 p.m., PDT. All bidders are advised to examine the site to become familiar with all site conditions.

The proposed contract is under and subject to Executive Order 11246 of 24 September 1965, as amended and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications, including the goals and timetables for minority and female participation.

The proposed contract is subject to the provisions of Department of Transportation Regulations 49 CFR Part 26 (Disadvantaged Business Enterprise Participation).

Minimum wage rates as established by the U.S. Secretary of Labor and State of California Department of Industrial Relations are applicable to all schedules awarded for this project.

The proposed contract is under and subject to the following federal provisions:

Affirmative Action Requirement  
Buy American Preference  
Civil Rights – Title VI Assurances  
Debarment and Suspension  
Federal Fair Labor Standards Act  
Trade Restriction Clause

Any questions regarding this project are to be directed to the office of Armstrong Consultants, Inc., Grand Junction, Colorado, (970) 242-0101 for interpretation.

**CORNING, CALIFORNIA**

Newspaper of Record  
Published: April 2, 9, 16, and 23, 2020



**PROPOSAL**

**FOR IMPROVEMENTS TO  
CORNING MUNICIPAL AIRPORT  
PERIMETER FENCING  
CORNING, CALIFORNIA  
AIP NO. 3-06-0053-007-2020**

**\*\*BIDDERS TO SUBMIT PAGES P-1 THROUGH P-10 WITH BID\*\***

TO: City of Corning, California  
794 Third Street  
Corning, California 96021

The undersigned Bidder, having examined the Plans, Specifications and other Contract Documents as designated and all Addenda thereto; having investigated the location of and conditions affecting the Proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Proposal and all factors and conditions affecting or which may be affected by the Work;

HEREBY PROPOSES, pursuant to the Invitation for Bids published April 2, 9, 16, and 23, 2020, to furnish all required materials, tools, equipment and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work required for Corning Municipal Airport, AIP No. 3-06-0053-007-2020, in Corning, California, in full accordance with Plans, Specifications and Contract Documents hereto attached or by reference made a part thereof, at and for the following prices:

**BID SCHEDULE**

"Unit Prices" are to be handwritten or typed in both words and figures. In case of discrepancy, the amount shown in words will govern.

**BASE BID - INSTALL PERIMETER FENCING (APPROX. 4,000 LF) AND GATES**

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price in Figures and in Writing	Total Price
1				TON	\$	\$
2					\$	\$
3			Incidental		Incidental	
4					\$	\$
5					\$	\$
6					\$	\$
7					\$	\$
8					\$	\$
9					\$	\$
10					\$	\$
11					\$	\$
12					\$	\$
13					\$	\$
<b>TOTAL BID AMOUNT - BASE BID</b>					\$	

**BID ALTERNATE - UPGRADE TO DECORATIVE STEEL FENCING (APPROX. 340 LF) AND GATE**

Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price in Figures and in Writing	Total Price
1					\$	\$
2					\$	\$
<b>TOTAL BID AMOUNT – BID ALTERNATE</b>					\$	

<b>SUMMARY</b>	
Bid Amount – Base Bid	\$
Bid Amount - Bid Alternate	\$
<b>TOTAL</b>	\$

**Certification requirements for procurement of steel or manufactured products.**

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b) of this part.

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53696, Sept. 20, 2007]

**Buy American Certification**  
(Title 49 USC Section 50101)

Airport Name:	Corning Municipal Airport
AIP No.	3-06-0053-007-2020
Base Bid	Install Perimeter Fencing (Approx. 4,000 LF) and Gates
Bid Alternate	Upgrade to Decorative Steel Fencing (Approx. 340 LF) and Gate

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bids or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy America Compliance

**Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

**(NOTE: For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.)**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - 2. To faithfully comply with providing US domestic products.
  - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  - c) To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  - d) To furnish US domestic product for any waiver request that the FAA rejects.
  - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 Waiver is:

- 1. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and

products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

2. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
3. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

1. Detailed cost information for total project using US domestic product
2. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title

## CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(NOTE: For construction projects, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of construction projects include runway or equipment acquisition. This should not be used for building projects.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
1. Only installing steel and manufactured products produced in the United States, or;
  2. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  3. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic product.
  3. To furnish US domestic product for any waiver request that the FAA rejects.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  - c) To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 Waiver is:

1. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued

listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

2. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
3. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 Waiver is:

1. Detailed cost information for total project using US domestic product.
2. Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title



## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Corning, California, (hereinafter "Sponsor"), a body corporate and politic and constituting a political subdivision of the State of California, and \_\_\_\_\_ (hereinafter "Contractor").

## WITNESSETH

**WHEREAS**, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for the installation of a perimeter fence (Approximately 4,000 LF) and gates, and which more fully defined and identified in AIP No. 3-06-0053-007-2020, or ACI No. 206658 (hereinafter "Project"); and

**WHEREAS**, Contractor submitted a sealed proposal to Sponsor for the Project; and

**WHEREAS**, the Project has been awarded to Contractor; and

**WHEREAS**, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

**THEREFORE**, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

### ARTICLE 1

#### ACCESS TO RECORDS AND REPORTS

(2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpt and transcriptions. The Contract agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### ARTICLE 2

#### AFFIRMATIVE ACTION REQUIREMENT

(41 CFR part 60-4 and Executive Order 11246)

**\*\*\*NOTE: SEE INSTRUCTIONS TO BIDDERS – SECTION 21 FOR SOLICITATION COMPLIANCE\*\*\***

**ARTICLE 3  
BREACH OF CONTRACT TERMS  
(2 CFR § 200 Appendix II(A))**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 4  
BUY AMERICAN PREFERENCE  
(Title 49 USC § 50101)**

*\*\*\*SEE INSTRUCTIONS TO BIDDERS - SECTION 22 AND PROPOSAL FOR SOLICITATION COMPLIANCE.\*\*\**

**ARTICLE 5  
GENERAL CIVIL RIGHTS PROVISIONS  
(49 USC § 47123)**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ARTICLE 6  
CIVIL RIGHTS - TITLE VI ASSURANCES  
(49 USC § 47123 and FAA Order 1400.11)**

*\*\*\*NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 23 FOR SOLICITATION COMPLIANCE.\*\*\**

**6.1 Title VI Clauses for Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 6.1.1 Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 6.1.2 Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 6.1.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 6.1.4 Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 6.1.5 Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (a)** Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - (b)** Cancelling, terminating, or suspending a contract, in whole or in part.
- 6.1.6 Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any

litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**6.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**ARTICLE 7**  
**CLEAN AIR AND WATER POLLUTION CONTROL**  
**(49 CFR § 200, Appendix II (G))**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**ARTICLE 8**  
**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**  
**(2 CFR § 200, Appendix II (E))**

- 8.1 Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 8.2 Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- 8.3 Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
- 8.4 Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance

by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**ARTICLE 9**  
**COPELAND "ANTI-KICKBACK" ACT**  
**(2 CFR § 200, Appendix II (D) and 29 CFR parts 3 and 5)**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

**ARTICLE 10**  
**DAVIS BACON REQUIREMENTS**  
**(2 CFR § 200, Appendix II (D) and 29 CFR Part 5)**

**10.1 Minimum Wages**

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

**(b)**

- (i)** The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- a. The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii)** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (iii)** In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (iv)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (v)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (vi)** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**10.2 Withholding.** The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**10.3 Payrolls and Basic Records**

**(a)** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**(b)**

**(i)** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Sponsor, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social



security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant or Sponsor, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant or Sponsor).

- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

  - a. The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
  - b. Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
  - c. Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - d. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
  - e. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, or applicant, take

such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **10.4 Apprentices and Trainees.**

- (a) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**10.5 Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**10.6 Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**10.7 Contract Termination: Debarment.** A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**10.8 Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**10.9 Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10.10 Certification of Eligibility.**

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**ARTICLE 11**  
**DEBARMENT AND SUSPENSION**  
**(2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5)**

\*\*\*NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE.\*\*\*

**ARTICLE 12**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**(49 CFR part 26)**

No goal has been established for this project.

**Prime Contracts (Projects Covered by a DBE Program)**

**Contract Assurance (§ 26.13)** - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than twenty (20) days from the receipt of each payment the prime contractor receives from City of Corning, California. The prime contractor agrees further to return retainage payments to each subcontractor within twenty (20) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Corning, California. This clause applies to both DBE and non-DBE subcontractors.

**ARTICLE 13**  
**DISTRACTED DRIVING**  
**(Executive Order 13513 and DOT Order 3902.10)**

**Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies

that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**ARTICLE 14**  
**ENERGY CONSERVATION**  
**(2 CFR § 200 Appendix II(H))**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

**ARTICLE 15**  
**DRUG FREE WORKPLACE REQUIREMENTS**  
**(49 CFR part 32 and Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*, as amended))**

NOT APPLICABLE

**ARTICLE 16**  
**EQUAL OPPORTUNITY CLAUSES**  
**(2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)**

**16.1** During the performance of this contract, the Contractor agrees as follows:

**16.1.1** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**16.1.2** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

**16.1.3** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments

under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**16.1.4** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**16.1.5** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**16.1.6** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**16.1.7** The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **16.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

**16.2.1** As used in these specifications:

**(a)** "Covered area" means the geographical area described in the solicitation from which this contract resulted;

**(b)** "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

**(c)** "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

**(d) "Minority" includes:**

- (i) Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (iii) Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**16.2.2** Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

**16.2.3** If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

**16.2.4** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

**16.2.5** Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or

women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

**16.2.6** In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

**16.2.7** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

(a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the



Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- (f)** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g)** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h)** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (i)** Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j)** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- (k)** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- (l)** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**16.2.8** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**16.2.9** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

**16.2.10** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

**16.2.11** The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**16.2.12** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as

amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**16.2.13** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

**16.2.14** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**16.2.15** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**ARTICLE 17  
FEDERAL FAIR LABOR STANDARDS ACT  
(29 USC § 201, et seq.)**

**\*\*\*SEE INSTRUCTIONS TO BIDDERS - SECTION 24 FOR SOLICITATION COMPLIANCE.\*\*\***

**ARTICLE 18  
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES  
(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J),**

**18.1** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

**18.1.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 18.1.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 18.1.3** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 19**  
**PROHIBITION OF SEGREGATED FACILITIES**  
**(41 CFR § 60)**

- 19.1** The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- 19.2** "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- 19.3** The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**ARTICLE 20**  
**OCCUPATIONAL SAFETY & HEALTH ACT OF 1970**  
**(29 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR

Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**ARTICLE 21**  
**PROCUREMENT OF RECOVERED MATERIALS**  
**(2 CFR § 200.322, 40 CFR part 247, and Solid Waste Disposal Act)**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- (a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- (b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/consERVE/tools/cpg/products/](http://www.epa.gov/epawaste/consERVE/tools/cpg/products/)

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- (a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- (b) Fails to meet reasonable contract performance requirements; or
- (c) Is only available at an unreasonable price.

**ARTICLE 22**  
**RIGHTS TO INVENTIONS**  
**(2 CFR § 200, Appendix II(F), 37 CFR § 401)**

NOT APPLICABLE

**ARTICLE 23**  
**SEISMIC SAFETY**  
**(49 CFR part 41)**

NOT APPLICABLE

**ARTICLE 24**  
**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**  
**(DOT Order 4200.6)**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- (a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note:** If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**ARTICLE 25**  
**TERMINATION OF CONTRACT**  
**(2 CFR § 200 Appendix II(B). FAA Advisory Circular 150/5370-10, Section 80-09)**

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Sponsor may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Sponsor. Upon receipt of a written notice of termination, except as explicitly directed by the Sponsor, the

Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (a)** Contractor must immediately discontinue work as specified in the written notice.
- (b)** Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (c)** Discontinue orders for materials and services except as directed by the written notice.
- (d)** Deliver to the Sponsor all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- (e)** Complete performance of the work not terminated by the notice.
- (f)** Take action as directed by the Sponsor to protect and preserve property and work related to this contract that Sponsor will take possession.

Sponsor agrees to pay Contractor for:

- (a)** completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- (b)** documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- (c)** reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- (d)** reasonable and substantiated expenses to the Contractor directly attributable to Sponsor's termination action.

Sponsor will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Sponsor's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Sponsor termination of this contract due to default of the Contractor.

**ARTICLE 26  
TRADE RESTRICTION CLAUSE  
(49 USC § 50104, 49 CFR part 30)**

\*\*\*NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE.\*\*\*

**ARTICLE 27  
VETERAN'S PREFERENCE  
(49 USC § 47112(c))**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**ARTICLE 28  
CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

Invitation for Bids	Instructions to Bidders	Change Orders
Notice of Award	Agreement	Applications for Payment
Performance Bond	EEO Requirements in Subcontracts	Proposal
Payment Bond	Wage Rates	Notice to Proceed
Addenda	Certification of Inclusion of Labor	General Provisions
Technical Specifications	Special Provisions	Construction Safety and Phasing Plan
Plans and Drawings		

These Contract Documents are incorporated herein and are a part of this Agreement.

**ARTICLE 29  
SCOPE OF WORK**

Contractor is to complete the Project in accordance with the Contract Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.



**ARTICLE 30  
CONTRACT TIME**

Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed as issued by the Sponsor and agrees to fully complete the Project within thirty (30) calendar days unless an extension of time is granted by Sponsor in accordance with the provisions of Section 80, Paragraph 7, of the General Provisions.

**ARTICLE 31  
DAMAGES**

**31.1** It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of Two Thousand Two Hundred Fifty and No/100ths Dollars (\$2,250) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy.

**31.2** If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, Sponsor shall have all available rights and remedies pursuant to California's and any applicable Tribal statutes related to the Construction Defect Action Reform Act as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

**ARTICLE 32  
TERMS OF PAYMENT**

**32.1** Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal, for the total cost of the Project, or the "Contract Price," will be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Partial payments will be made for work completed

on the Project during the previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.

**32.2** Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by Armstrong Consultants, Inc. ("Engineer"), to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials in question from consideration for partial payment. Partial payments for work completed on the Project during the previous month will be made based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. Sponsor will retain, from any partial payments, ten percent (10%) of the total amount due to Contractor based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. In lieu of retention withholdings, the Contractor may elect to substitute securities or have retention withholdings deposited with an escrow agent and invested for the benefit of the Contractor. Nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.

**32.3** It is the intent of Sponsor to make any partial payments in the following manner:

**32.3.1** The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.

**32.3.2** Engineer will, within 7 days after receipt, submit the Application for Payment to Sponsor for payment along with its Recommendation of Payment, noting any changes. The Sponsor will then make payment to Contractor when funds are received from the FAA and/or State and are available to Sponsor for payment to Contractor.

### **ARTICLE 33 BONDS & INSURANCE**

**33.1** At the time of the execution of this Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to Sponsor. The obligation period of the Performance Bond will provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and it shall provide for the payment of all Project costs in accordance with the Contract Documents, without additional cost to Sponsor.

**33.2** Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as

required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance for the Contractor and for his Subcontract operations with a limit of at least \$2,000,000. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to, property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. At a minimum, Public Liability Insurance shall be in the amount of not less than \$2,000,000.00 for injuries, including accidental death, to any one person, nor less than \$2,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than \$2,000,000.00. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, the insurance required under this Agreement cannot be cancelled by Contractor. See Special Provisions for additional insurance information.

#### **ARTICLE 34 BONDING CLAUSES**

- 34.1** Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement.
- 34.2** Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

#### **ARTICLE 35 CHANGE ORDERS**

Changes in the scope of work for the Project or the performance of the work under this Agreement and any materials used may be accomplished after execution of the Agreement and without invalidating the Agreement. However, a change order shall be in writing and signed by Sponsor, Contractor, Engineer, and other Funding Agencies as required. Change orders shall include notice to the Sponsor of the increase in cost as a result thereof. Any revision to the Plans and Specifications that are approved by Sponsor, if any, shall be considered to be a change order that has been approved by Sponsor when delivered to Contractor, requiring no further approval by Sponsor.

#### **ARTICLE 36 DEBRIS REMOVAL**

Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project.

**ARTICLE 37  
ATTORNEY'S FEES & PUNITIVE DAMAGES**

In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

**ARTICLE 38  
GOVERNING LAW**

This Agreement shall be interpreted and governed in accordance with the laws of the State of California all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority.

**ARTICLE 39  
MODIFICATION OF AGREEMENT**

No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

**ARTICLE 40  
SEVERABILITY**

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

**ARTICLE 41  
BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

**ARTICLE 42  
HOLD HARMLESS**

Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently

enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

**CAUTION: READ BEFORE SIGNING.**

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth next to their signatures.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

City of Corning, California  
SPONSOR

By: \_\_\_\_\_  
Kristina Miller  
City Manager

Date: \_\_\_\_\_

**ITEM NO: J-11  
TWO YEAR EXTENSION REQUEST; TENTATIVE  
TRACT MAP 08-1000, CORNING CROSSROADS  
LOCATED ON THE WEST SIDE OF I-5  
APPROXIMATELY 200 FEET SOUTHEAST OF  
THE CORNING ROAD/BARHAM AVE.  
INTERSECTION.  
APN's: 69-210-43, 49 & 69-220-01 & 08  
MARCH 24, 2020**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**CHRISSE MEEDS, PLANNER 1**  
**JOHN STOUFER, PLANNING CONSULTANT**

**PROJECT DESCRIPTION & BACKGROUND:**

Pursuant to Section 66452.6 of the Subdivision Map Act, and Section 16.18.010 (C) of the Corning Municipal Code (CMC), a request for a two-year time extension for Tentative Tract Map 08-1000, approved on March 13, 2018 by the Corning City Council has been submitted. The approved tentative map proposes to subdivide approximately 9.07 acres and create seven commercial parcels ranging from 0.75 acres to 1.32 acres with a 1.08 common parcel that will be used as a drainage detention basin in a C-3 – CBDZ, General Business District – Corning Business Development Zone, Zoning District. An entrance court intersecting with Barham Ave. will be constructed to serve the parcels.

Tentative Subdivision Maps are approved for an initial two (2) year period with the ability to be extended for an additional six (6) years as explained by discussion below referencing the Corning Subdivision Ordinance. This is the first extension request for Tract Map 18-1000, typically the City has extended maps for two-year periods. With this extension the map will be valid until March 13, 2022 The applicant will still have the ability to apply for additional extensions for up to four more years.

On March 17, 2020 the Corning Planning Commission reviewed the extension request and voted 5:0 to recommend that the City Council approve a two-year time extension for Tentative Tract Map 18-1000.

**CORNING SUBDIVISION ORDINANCE:**

The Corning Subdivision Ordinance (CMC Title 16) is the local ordinance that implements the provisions of the state Subdivision Map Act. The ordinance describes the process for consideration and approval or denial of subdivision applications. On April 14, 2009 the Corning City Council adopted Ordinance 634 that amended Section 16.18.010 (C) of the CMC to read as follows:

Upon application of the Subdivider filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for an initial period of two years. Additional extensions, upon application of the Subdivider, are available for a period or periods not to exceed the limits established by Section 66452.6 (e), or any amendments thereto, of the California Government Code. If the advisory agency denies a Subdivider's application for extension, the Subdivider may appeal to the legislative body within fifteen days after the advisory agency denied the extension.

**EXISTING CONDITIONS:**

Sixty-eight (68) Conditions of Approval applicable to development of the site were adopted by the City Council on 03/13/2018, Staff is still recommending these conditions with no modifications.

**DENIAL CRITERIA:**

Tentative Map time extensions are not automatic; the City has discretion to deny the requests. However, denials should not be capricious. The City should have a legitimate reason to deny an extension and must make appropriate supporting findings. An example of a legitimate reason might be if the City had amended its General Plan and designated the project site for non-commercial use (commercial or industrial). In that case, the changing land use objectives of the community would be sufficient grounds for denial.

In this case there have been no Land Use Element revisions to this site. The site remains designated for commercial use and zoned C-3 General Business District CBDZ. The approved tentative map complies with the General Plan and Zoning Code therefore, Staff recommends approval of the final two-year extension subject to the modification of Conditions of Approval as previously discussed.

**ACTION:**

- **Move to approve a two-year time extension for Tentative Tract Map 18-1000 subject to the original 68 conditions adopted by the City Council on March 13, 2018.**

**OR;**

- **Direct Staff to prepare findings for denial and recommend that the City Council deny a two-year time extension for Tentative Tract Map 18-1000.**

**ATTACHMENTS:**

**68 Conditions of Approval adopted by the City Council on March 13, 2018; and  
EXHIBIT "A" -Reduced copy of Tentative Map and Planning Application**

## **CONDITIONS OF APPROVAL ADOPTED BY CITY COUNCIL ON 03/13/2018:**

**1. UNDERGROUND UTILITIES.** All new and existing public utilities serving the development or adjacent to the development shall be undergrounded. Additionally, no overhead facilities shall cross any on site or adjacent streets.

**2. REMOVE CONSTRUCTION DEBRIS.** Prior to the recordation of a Final Map all construction debris shall be removed from the site.

### **3. Mitigation Measure I. C. 1**

**LANDSCAPING PLANS.** Prior to commencing construction activities associated with the creation of the parcels, the applicant or his engineer shall submit landscaping and signage plans for the entrance at Barham Ave. and the entrance road as depicted on the tentative map. The landscaping plan must also include landscaping within the right-of-ways of Barham Ave., Corning Rd. and the entrance road. These plans must comply with the landscaping design guidelines and sign design guidelines of the Highway 99W Corridor Specific Plan and approved by the Planning Director.

### **4. Mitigation Measure I. C. 2**

**LANDSCAPING.** The landscaped areas within the right-of-ways of Barham Ave., Corning Rd. and the entrance road must be provided with permanent and automatic means of irrigation and all landscaping of these areas, along with the placement of the entrance sign, must be constructed pursuant to the landscaping standards of the Highway 99W Corridor Specific Plan, and completed prior to recordation of a Final Map.

### **5. Mitigation Measure II. C. 1**

**DISCLOSURE OF AGRICULTURAL OPERATIONS.** The following disclosure statement must be shown as a note on the Final Map:

The City of Corning permits operation of properly conducted agricultural operations within the City Limits, including those that utilize chemical fertilizers and pesticides. You are hereby notified that property you are purchasing; leasing or renting may be located close to agricultural lands and operations. You may be subject to inconvenience or discomfort arising from the lawful and proper use of agricultural chemicals and pesticides and other agricultural activities, including without limitation, cultivation, plowing, spraying, irrigation, pruning, harvesting, burning of agricultural waste products, protection of crop and animals from depredation, and other activities which occasionally generate dust, smoke, noise, and odor. Consequently, depending on the location of your structures, it may be necessary that you be prepared to accept much inconveniences or discomfort as a normal and necessary aspect of conducting a business in an agriculturally active region.

**6. GRADING PLANS.** Complete grading plans shall be submitted for approval by the City Engineer.

**7. STREET CLEANING.** Paved City roadways leading to or from the project area shall be swept or washed at the end of each day as necessary to remove excessive accumulations of silt and/or mud, which may have accumulated as the result of construction activities.

### **8. Mitigation Measure III. B. 1**

#### **FUGITIVE DUST PERMIT**

Prior to commencement of any type of construction activities the applicant must submit a construction emission dust/control plan and obtain a Fugitive Dust Control Permit from the Tehama County Air Pollution District and comply with the conditions of approval.



**9. Mitigation Measure III. B. 2**

**OPEN BURNING**

No opening burning shall occur on this parcel unless a special land clearing permit is obtained from the Tehama County Air Pollution Control District.

**10. Mitigation Measure III. C. 1**

**SPRINKLE EXPOSED SOILS.**

During construction, unprotected or bare soils, including inactive storage piles, shall be watered a minimum of 2 times per day to minimize wind erosion. Frequency should be based upon the type of operation, soil, and wind exposure.

**11. Mitigation Measure III. C. 2**

**COVER EXPOSED SOILS.** Areas denuded by construction activities and not scheduled for development for an indefinite period shall be seeded or covered by impervious materials to minimize water and wind erosion prior to the beginning of the rainy season (October 15<sup>th</sup>).

**12. Mitigation Measure IV. A. 1**

**PRE-CONSTRUCTION SURVEY:** Pre-construction surveys for nesting raptors should be conducted for construction activities between March 1 and September 30 pursuant to California Department of Fish & Game requirements. These surveys should be accomplished no later than 7 days prior to the commencement of grading activities. If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after September 30<sup>th</sup> or until the adults and young are no longer dependent on the nest as determined by a qualified biologist.

**13. Mitigation Measure IV. B. 1**

**JEWETT CREEK PROTECTION:** The Final Map shall indicate a 50' no disturbance zone from the top of the north bank of Jewett Creek on lots 6 & 7 with a taper down to 20' on Lot 7 as depicted on the tentative map. Prior to recordation of the Final Map this no disturbance zone, along with the site proposed for a sewage pumping station and detention basin must be fenced with 6' high earthtone colored plastic dipped chain link or wrought iron material. The location and widths of gates for access to the sewage pumping station and detention basin must be approved by the Public Works Director prior to construction of the fence.

**14. Mitigation Measure IV. B. 2**

**UTILITY CASING:** Water and sewer lines that are placed beneath the streambed of Jewett Creek must be encased in steel pipe in a size to be determined by the City Engineer.

**15. Mitigation Measure IV. B. 3**

**DRY SEASON BORING:** Work, including all activity associated with boring in the stream channel, defined as the 100-year flood plain, shall be limited to the period July 1 to October 15 of any year. If water is present during this period, no construction activity may commence until the streambed is dry.

**16. Mitigation Measure IV. B. 4**

**EQUIPMENT STORAGE & MAINTENANCE:** Staging, storage, and re-fueling areas for machinery, equipment and materials shall be located outside the stream channel. Any equipment or vehicles driven and/or operated within or adjacent to the stream channel shall be checked daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat.

**17. Mitigation Measure IV. B. 5**

**SPILL CLEANUP:** The clean-up of all petroleum and/or chemical spills shall begin immediately. The Responsible Party shall notify the Tehama County Department of Environmental Health and comply with all applicable regulations associated with spill cleanup.

**18. Mitigation Measure IV. B. 6**

**SITE CLEANUP:** No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, asphalt, paint or other coating material, oil or petroleum products or other organic or earthen material from any construction activity of whatever nature shall be allowed to enter into, or placed where it may be washed by rainfall or runoff into Jewett Creek. When operations are completed, any excess materials or debris must be removed from the site.

**19. Mitigation Measure IV. B. 7**

**EROSION CONTROL:** Soils exposed by construction shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches (except hydro-mulches) shall be applied in a layer not less than two inches deep. All mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils shall be reseeded, by November 1 of each year, with a mix of grasses free from seeds of noxious or invasive weed species and applied at a rate which will ensure establishment.

**20. Mitigation Measure IV. B. 8**

**SOIL STABILIZATION:** Soils adjacent to the stream channel that are exposed by construction activities shall be adequately stabilized when rainfall is reasonably expected and immediately upon completion of construction, to prevent the mobilization of sediment into Jewett Creek.

**21. Mitigation Measure IV. B. 9**

**REMOVAL OF RIPARIAN VEGETATION:** The disturbance or removal of riparian vegetation will not exceed the minimum necessary to complete the installation of the extended water and sewer lines.

**22. Mitigation Measure IV. B. 10**

**STREAMBED DISTURBANCE:** If any portions of the stream channel are disturbed during or after the placement of the water and sewer lines under Jewett Creek, the disturbed portions of the stream channel within the high water mark of the stream shall be restored as near to the original natural condition as possible.

**23. Mitigation Measure V. 1**

**CULTURAL RESOURCES.** If subsurface deposits believed to be cultural in origin are discovered during construction, then all work must halt within a 100-foot radius of the discovery, and the City of Corning notified. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist, shall be retained to evaluate the significance of the find. Work cannot continue at the discovery location until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant. If a potentially eligible resource is encountered, then the archaeologist, lead agency, and project proponent shall arrange for either 1) total data recovery as a mitigation, or, preferably, 2) total avoidance of the resource, if possible. The determination shall be formally documented in writing and submitted to the lead agency as verification that the provisions in CEQA for managing unanticipated discoveries have been met.

**24. Mitigation Measure V. D. 1**

**HUMAN REMAINS.** If human remains, or remains that are potentially human, are discovered during project construction or implementation, all work must stop within a 100-foot radius of the find. The Construction Supervisor must notify the Corning Police Department immediately and take appropriate action to ensure that the discovery is protected from further disturbance or vandalism.

**25. Mitigation Measure VI. B. 1**

**STORMWATER PERMIT.** Applicant shall apply for and obtain a "Construction Activities Storm Water General Permit" from the State Water Resources Control Board, Central Valley Regional Water Quality Control Board.

**26. Mitigation Measure VI. B. 2**

**STORMWATER POLLUTION PREVENTION PLAN.** Prior to any site disturbance or earthmoving activities on or adjacent to the site, a construction period and post-construction period Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and presented to the Central Valley Regional Water Quality Control Board and approved by the City of Corning. The objective of the plan shall be no net loss of soil (above an undisturbed natural, stable background state) from the site due to erosion. All requirements of the post construction period SWPPP shall be completed as part of the required improvement plans and shall be maintained in the same manner.

**27. DETENTION PLANS.** Prior to recording a final map, the Developer shall present improvement plans for detention of the net increase in runoff resulting from the development project during a 25-year storm for a duration of four hours.

**28. SOILS INFORMATION.** Soils information (Soils Log) must be submitted to verify adequacy of on-site storm water detention design.

**29. Mitigation Measure VIII. A. 1**

**WASTE DISCHARGE REQUIREMENTS.** The Developer must apply for, receive and comply with waste discharge requirements from the California Regional Water Quality Control Board for the release of storm water from the detention basin into Jewett Creek.

**30. Mitigation Measure VIII. C. 1**

**LOT GRADING.** Lots must be graded to direct runoff to storm drain facilities within the public right-of-way or into the drainage easements as depicted on the tentative map. No lot to lot or offsite runoff shall be permitted.

**31. Mitigation Measure VIII. E. 1**

**STORMWATER ANALYSIS.** Applicant shall provide a Drainage Analysis prepared by a registered Civil Engineer or Certified Hydrologist. The analysis shall quantify the increased runoff resulting from a 25-year storm for a duration of four hours that will result from the creation of the parcels and potential commercial development.

**32. Mitigation Measure VIII. E. 2**

**STORMWATER DETENTION.** Storm Drain and detention facilities shall be installed in accordance with the Drainage Analysis and constructed to City Standards as approved by the Public Works Director.

**33. Mitigation Measure XI. A.1**

The following statement must be noted on the Final Map prior to recordation: "A noise impact study must be submitted with each application for a Conditional Use Permit to develop the parcels."

**34. Mitigation Measure XI. D. 1**

**CONSTRUCTION HOURS.** Excavation and construction work shall occur only between the hours of 7:00 AM to 7:00 PM, Monday through Friday, and between the hours of 8:00 AM to 6:00 PM on weekends and federally observed holidays.

**35. Mitigation Measure XI. D. 2**

**CONSTRUCTION EQUIPMENT.** The primary contractor shall be responsible for ensuring that all construction equipment is properly tuned and maintained. When feasible, existing power sources, such as power poles, or clean fuel generators should be used, rather than temporary power generators. Minimize idling time to 10 minutes.

**36. FIRE HYDRANT REPAIR KIT:** The Developer must provide the City of Corning Fire Department with 1 Fire Hydrant Repair Kit.

**37. WELL & SEPTIC ABANDONMENT.** Prior to recording a final map, the applicant shall properly abandon any water wells or septic systems occurring on the property in accordance with the requirements of the Tehama County Environmental Health Department.

**38. Mitigation Measure XIII. A. 1**

**LANDSCAPE & LIGHTING DISTRICT.** Prior to recording a final map for the project, the Developer shall establish a Landscaping and Lighting District, or annex to an existing district if one exists, to fund the annual operation and maintenance of the landscaping, including automatic irrigation systems, and electrification of the streetlights placed within the right-of ways of Barham Ave., Corning Rd. the entrance road and the continued maintenance of common facilities, including the stormwater detention system and appurtenant facilities. The Developer must submit an engineer's cost estimate for the annual cost to fund the Landscape and Lighting District. This cost estimate must be approved by the City Engineer prior to formation of the district. Any costs associated with the formation of the district shall be borne by the Developer.

**39. Mitigation Measure XIII. A. 2**

**FIRE HYDRANT INSTALLATION.** Prior to the submittal of improvement plans for the subdivision the Developer must consult with the City of Corning Fire Chief to determine the location of a minimum of 3 fire hydrants to serve the parcels. These hydrants with valves shall be installed, to Public Works standards, as required by the Fire Chief.

**40. PUBLIC IMPROVEMENTS.** All public improvements shall be constructed in accordance with the Subdivision Ordinance of the City of Corning and required Public Works Standards.

**41. ROAD DEDICATION.** Dedicate a 60' wide right-of-way for the entrance road. Provide an additional 10' public service easement along each side of the right of way.

**42. CURB, GUTTER, SIDEWALK.** Install curb, gutter, and sidewalks, with approved handicap ramps at the intersection of the entrance road and Barham Ave.

**43. ENTRANCE ROAD STANDARD.** Proposed "Entrance Road" shall be constructed in accordance with Standard Drawing S-18 (40' 2 Lane Street).

**44. ENTRANCE ROAD CONSTRUCTION.** The entrance road shall be fully constructed with driveway entrances to each parcel with curb and gutter and 5' wide sidewalk adjacent to curb as per Standard Drawing No. S-18.

**45. STREET NAME SIGNS.** Applicant shall install street name signs, according to standards provided by the Director of Public Works at all intersections.

**46. STREET NAMES.** Final street names are subject to approval of City Staff and shall appear on the final map.

**47. NON-ACCESS STRIP.** No new driveways shall be permitted direct access onto Corning Road. The Final Map shall offer "1 foot wide Non-Access" strips along Corning Road excepting the 12' wide utility easement as depicted on the tentative map.

**48. CURBSIDE PARKING.** Once commercial uses are established on a parcel curbside parking along the entrance road must be prohibited.

**49. BARHAM AVENUE IMPROVEMENTS.** Re-construct the adjacent (eastern) half width of Barham Avenue in accordance with Standard Drawing S-18 (40' Street) and complete an asphalt overlay on a 12 foot travel lane on the west half width from the south project boundary to Corning Road/Solano Street. If adequate structure section exists, the City Engineer may approve an alternative Barham Avenue improvement plan.

**50. CORNING RD./SOLANO ST. IMPROVEMENTS.** Reconstruct the adjacent (southern) half width, the median turn lane and a 12' wide travel lane on the north side of Corning Road/Solano Street along the frontage from I-5 overpass structure through the Barham Avenue intersection. Complete pavement markings in accordance with the recommendations in the Traffic Study. If adequate structure section exists, the City Engineer may approve an alternative Corning Road/Solano Street improvement plan.

**51. Mitigation Measure XV. A. 1**

**LEFT TURN LANES.** A westbound left turn lane at the intersection of Barham Ave./Corning Rd., and left turn lanes on Corning Rd. at the north bound and south bound I-5 on ramps must be constructed prior to the recordation of a final map.

**52. Mitigation Measure XV. D. 1**

**INTERSECTION SIGHT DISTANCE.** No shrubbery, fencing, entrance signs or trees exceeding 36 inches in height, and no tree branches shall extend lower than seven feet so as to limit a 200 ft. minimum sight distance at the proposed entrance road and Barham Ave. intersection.

**53. Mitigation Measure XV. D. 2**

**STOP SIGNS.** Install a stop sign and apply thermoplastic stop legend with bar where entrance road intersects with Barham Ave. Temporary signs must be in place during construction at the new intersection.

**54. UTILITY LOCATION.** Applicant shall ensure, prior to final street construction, that all water and sewer mains, utility and storm drains, and all access points are in the proper location for serving the proposed new lots. No street cutting nor excavation shall be allowed in the new street once completed.

**55. WATER & SEWER CONNECTIONS.** All water and sewer connections shall be completed in accordance with Public Works Specifications.

**56. WATER SERVICES.** All water services to the parcels are to be 1 inch, or larger, poly pipe iron pipe size.

**57. WATER METERS.** All water meters to be Sensus compound meters to register in gallons, ¾" meters are the minimum required, but the City recommends 1" meters for irrigation.

**58. MANHOLE INSTALLATION.** Install Manholes in Subdivision as per Public Works Specifications.

**59. STREET LIGHT INSTALLATION.** Street lights shall be set installed in accordance with Public Works Standards. Final location shall be shown on the plans for public improvements and approved by the Director of Public Works.

**60. PUBLIC UTILITY EASEMENTS.** Public utility easements shall be dedicated and noted as required by the City Engineer on the Final Map.

**61. PUBLIC IMPROVEMENTS.** All public improvements shall be constructed in accordance with the Subdivision Ordinance of the City of Corning and required Public Works Standards.

**62. WATER LINE ENCROACHMENT PERMIT.** Obtain an encroachment permit from Caltrans and extend City water main line from east side of Interstate 5 to serve the project. Install water main lines within entrance road and reconstructed Barham Avenue along project frontage, as per Public Works Specifications and as directed by City Engineer. Minimum mainline pipe diameter shall be 8".

**63. SEWER LINE ENCROACHMENT PERMIT.** Obtain an encroachment permit from Caltrans and extend City sanitary sewer line from east side of Interstate 5 to serve project and adjacent properties. Install sanitary sewer trunklines in the entrance road and reconstructed Barham Avenue in accordance with City standards.

**64. SEWER LIFT STATION.** Prior to recording the final map, Developer shall install a sewer lift station on public property adjacent to the retention pond. Developer shall size lift station to accommodate commercial development on all current incorporated properties on the west side of I-5. Additionally, Developer shall construct a building to house a generator with the capacity to power the lift station during power outages and construct a building to house the generator and fuel supply. Building size and materials shall be as directed by the City Engineer.

**65. POSTAL BOXES.** If requested by the Corning Postmaster for commercial development, provide one or more "Cluster Box Units (CBUs) for postal service at locations approved by the Postmaster. CBU positions shall appear on the improvement plans for the subdivision.

**66. CABLE TELEVISION.** Developer shall ensure service by authorized cable provider to each lot at Developer's expense.

**67. Mitigation Measure XVI. B. 1**

**PARCEL DEDICATION:** The Final Map shall offer for dedication to the City of Corning, Lot "A", as depicted on the Tentative Subdivision Map, and a minimum 16 foot wide drainage and utility easement to Lot "A". Prior to recordation of the Final Map the 16 foot wide Easement must be improved with a minimum 8 foot wide all-weather access road.

**68. REGULATORY COMPLIANCE.** The Developer must comply with all Local, State and Federal regulations and permit requirements applicable to the creation of the parcels, especially the Tehama County Air Pollution Control District and the California Regional Water Quality Control Board.

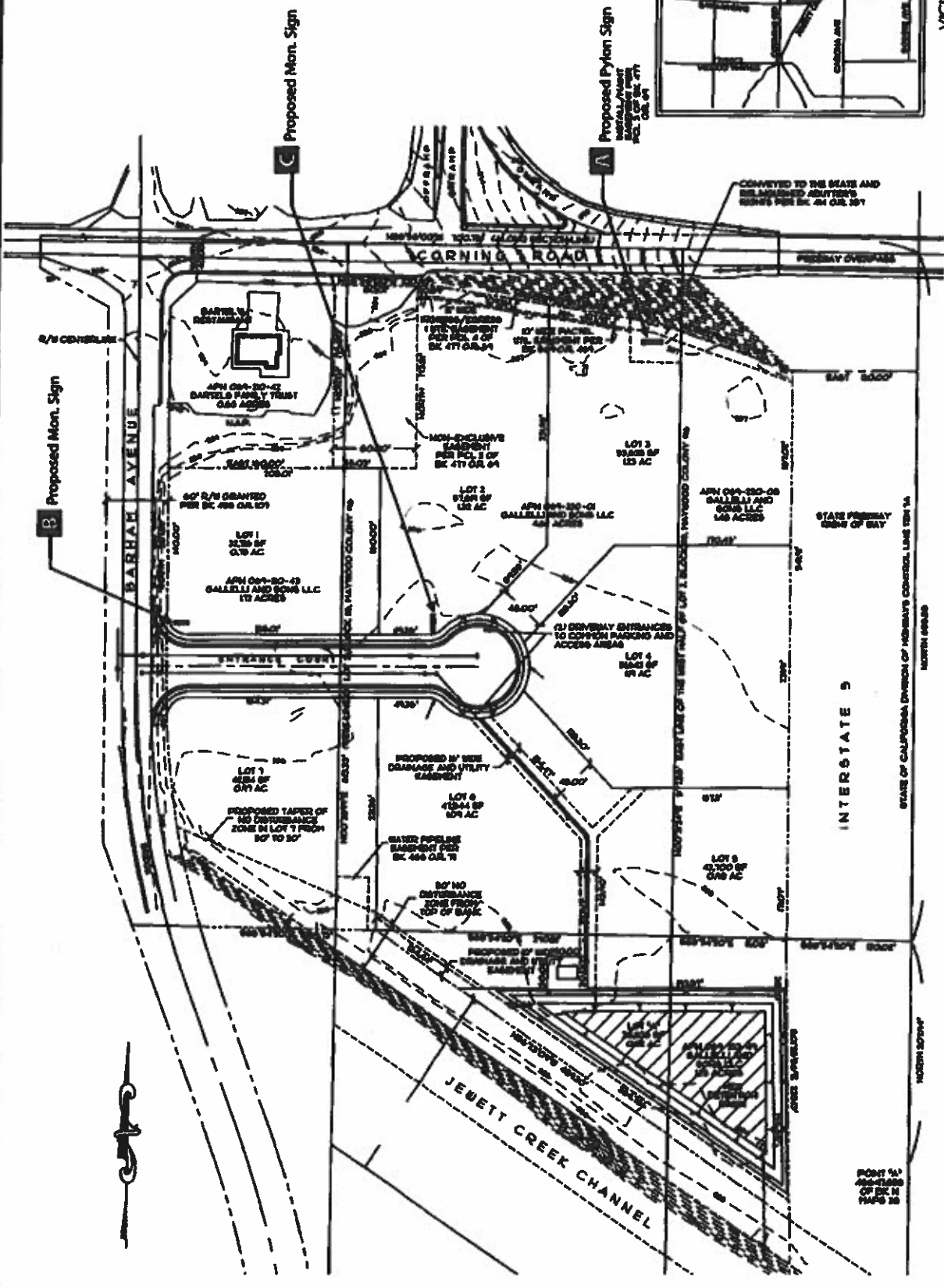
# Exhibit "A"

## TENTATIVE SUBDIVISION MAP & PROPOSED SIGN LOCATIONS TRACT MAP 08-1003



VICINITY MAP

The contents of this document represent the preliminary design of a tentative subdivision map. Any construction restrictions in respect to a 21,000 design fee. Landlord: Tenant:



Drawing #: Designer: Jeff  
File Name: Sq. Feet: A 200, B 120, C 120

Acct. Rep.: Yanna Inaba  
Permits By: Revisions: A 9/22/04, B, C, D, E, F

Date: 9/15/04 OFF: 9432  
Project: Contra Costa  
Loc: Contra Costa

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**CITY OF CORNING  
PLANNING APPLICATION  
TYPE OR PRINT CLEARLY**

FEB 03 2020

Submit Completed Applications to:  
City of Corning  
Planning Dept.  
794 Third Street  
Corning, CA 99021

**CITY OF CORNING**

PROJECT INFORMATION	PROJECT ADDRESS Southwest Corner of Crossroads 1-5, Corning Rd		ASSESSOR'S PARCEL NUMBER 069-210-43, 069-210-49, 069-220-01, 069-220-08	G.P. LAND USE DESIGNATION HWY 99-W Specific Plan															
	ZONING DISTRICT C-3/CBDZ	FLOOD HAZARD ZONE None, Zone A in Jewett Creek	SITE ACREAGE 9.07 acres	AIRPORT SAFETY ZONE? No															
	PROJECT DESCRIPTION: (attach additional sheets if necessary) Subdivision of property (4 existing commercial parcels) into 7 commercial and 2 common lots.																		
	<b>APPLICATION TYPE (Check All Applicable)</b>																		
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Annexation/Detachment</td> <td><input type="checkbox"/> General Plan Amendment</td> <td><input type="checkbox"/> Lot Line Adjustment</td> </tr> <tr> <td><input type="checkbox"/> Merge Lots</td> <td><input type="checkbox"/> Planned Dev. Use Permit</td> <td><input type="checkbox"/> Parcel Map</td> </tr> <tr> <td><input type="checkbox"/> Preliminary Plan Review</td> <td><input type="checkbox"/> Rezone</td> <td><input type="checkbox"/> Street Abandonment</td> </tr> <tr> <td><input type="checkbox"/> Subdivision</td> <td><input checked="" type="checkbox"/> Time Extension</td> <td><input type="checkbox"/> Use Permit</td> </tr> <tr> <td><input type="checkbox"/> Variance</td> <td><input type="checkbox"/> Other _____</td> <td></td> </tr> </table>					<input type="checkbox"/> Annexation/Detachment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Merge Lots	<input type="checkbox"/> Planned Dev. Use Permit	<input type="checkbox"/> Parcel Map	<input type="checkbox"/> Preliminary Plan Review	<input type="checkbox"/> Rezone	<input type="checkbox"/> Street Abandonment	<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Time Extension	<input type="checkbox"/> Use Permit	<input type="checkbox"/> Variance	<input type="checkbox"/> Other _____	
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<input type="checkbox"/> Variance	<input type="checkbox"/> Other _____																		
APPLICANT INFORMATION	APPLICANT Warren Hughes, Gallelli & Sons, LLC	ADDRESS 3005 Douglas Blvd. #200, Roseville, CA 95661	DAY PHONE (916) 997-0110																
	REPRESENTATIVE (IF ANY) Eric Robertson, Robertson Erickson Civil Engineers & Surveyors	ADDRESS 888 Manzanita Ct. Ste A, Chico, CA 95928	DAY PHONE (530) 894-3500																
	PROPERTY OWNER Gallelli & Sons, LLC	ADDRESS 3005 Douglas Blvd. #200, Roseville, CA 95661	DAY PHONE (916) 784-2700																
	CORRESPONDENCE TO BE SENT TO			<input checked="" type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> REPRESENTATIVE <input type="checkbox"/> PROP. OWNER															
	APPLICANT/REPRESENTATIVE: I have reviewed this application and the attached material. The information provided is correct. Signed: 		PROPERTY OWNER: I have read this application and consent to its filing. Signed: 																
By signing this application, the applicant/property owner agrees to defend, indemnify, and hold the City of Corning harmless from any claim, action, or proceeding brought to attack, set aside, void or annul the City's approval of this application, and any Environmental Review associated with the proposed project.																			

SUBMITTAL INFO	<b>FOR OFFICE USE ONLY</b>			
	APPLICATION NO.	RECEIVED BY:	DATE RECEIVED	DATE APPL. DEEMED COMPLETE
FEEES RECEIVED/RECEIPT NO.	CEQA DETERMINATION Exempt ND MND EIR		DATE FILED	





# CITY OF CORNING

## ENVIRONMENTAL INFORMATION FORM (To be completed by Applicant)

DATE FILED \_\_\_\_\_

### General Information

1. Project Title: Gallelli & Sons, LLC Corning Project

2. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

None

### Additional Project Information

3. For non-residential projects, indicate total proposed building floor area: TBD sq. ft. in TBD floor(s).

4. Amount of off-street parking to be provided. TBD parking stalls. (Attach plans)

5. Proposed scheduling/development.  
TBD depending on tenant interest and future parcel sales.

6. Associated project(s).  
None

7. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected. (This information will help the City track compliance with the objectives of the Housing Element of the General Plan.)

N/A

**CITY OF CORNING  
PLANNING APPLICATION**

8. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.

Commercial food/retail outlets and gas station. Square footages and loading facilities are to be determined.

9. If industrial, indicate type, estimated employment per shift, and loading facilities.

N/A

10. If institutional, indicate the primary function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.

N/A

11. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required.

N/A

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

	YES	NO
12. Change in existing topographic features, or substantial alteration of ground contours?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Change in scenic views or vistas from existing residential areas or public lands or roads?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Change in pattern, scale or character of general area of project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Significant amounts of solid waste or litter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Change in dust, ash, smoke, fumes or odors in vicinity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Substantial change in existing noise or vibration levels in the vicinity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Is the site on filled land or on slopes of 10 percent or more?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Use, storage, or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives? (fuels related to a gas station)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Substantially increase energy usage (electricity, oil, natural gas, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Relationship to a larger project or series of projects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**CITY OF CORNING  
PLANNING APPLICATION**

**Environmental setting**

24. Describe the project site as it exists before the project, including information on topography, soil type and stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site, snapshots or Polaroid photos will be accepted.

See attached sheet.

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25. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

See attached sheet.

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**Certification**

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 1/30/20

Signature 

For: CORNING CROSSROADS  
GALLELLI & SONS, LLC

SECURITY FEATURES INCLUDE THE WATERMARK PAPER FEEL SENSITIVE COLOR FOLIO LOGO R.M.

1489

River City Bank  
80-33417211

**GALLELLI & SONS, LLC**  
3005 Douglas Blvd, Suite 200  
Roseville, CA 95661

1/15/2020

\$ \*\*\*150.00

PAY TO THE  
ORDER OF City of Corning

DOLLARS

One Hundred Fifty and 00/100

City of Corning

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AUTHORIZED SIGNATURE  


MEMO

Corning Crossroads - Tract Map 08-1003

⑆001489⑆ ⑆2133416⑆ 4393940895⑆

**GALLELLI & SONS, LLC**

1489

City of Corning  
Corning:Permits & Fees

1/15/2020

Tentative Map Extension

150.00

River City Bank-Chec Corning Crossroads - Tract Map 08-1003

150.00

Security Features Included

**ITEM NO.: J-12  
ADOPT RESOLUTION 03-24-2020-01  
DECLARING A LOCAL EMERGENCY  
REGARDING THE COVID-19 VIRUS AND  
AUTHORIZING THE CITY MANAGER TO  
REQUEST ASSISTANCE FROM THE STATE OF  
CALIFORNIA IF NECESSARY**

**March 24, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**COLLIN BOGENER, CITY ATTORNEY**

**DISCUSSION AND BACKGROUND:**

The COVID-19 virus is currently spreading in California and the United States. There are currently no known or suspected cases in Anderson, but one case has tested positive in Shasta County. However, the Tehama County Office of Emergency Services has declared a local emergency for Tehama County, and Red Bluff has followed suit. The Director of Emergency Services in Corning signed a proclamation of local emergency on March 19, 2020 and the City Manager and City Attorney have determined that a declaration of local emergency, ratifying the proclamation, by the City Council may help the City obtain state or federal disaster funds if the City ends up having to make expenditures related to COVID-19. Under Chapter 2.36 of the Anderson Municipal Code, a declaration of local emergency also positions the City to act very quickly in taking steps to prevent or contain a COVID-19 outbreak, and it seems prudent for the City to be prepared.

It is worth reiterating that this declaration of emergency is proactive in nature. There is no reason for Anderson residents or visitors to panic. The City's emergency operations staff remain in close contact with their Tehama County to coordinate efforts and engage in planning and forecasting. The City will continue these preparation and planning efforts, alongside our partner agencies.

As indicated, the Director of Emergency Services (the Mayor) signed a proclamation of local emergency on March 19, 2020. Per Section 2.36.060 of the Corning Municipal Code, such a proclamation must be ratified by the City Council within 7 days of the execution in order to remain in effect.

**FISCAL IMPACT:**

The declaration of emergency will not incur any costs for the City and may help the City receive disaster funding in the event that the City has to expend funds on dealing with COVID-19 and related issues.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **ADOPT RESOLUTION 03-24-2020-01 DECLARING A LOCAL EMERGENCY REGARDING THE COVID-19 VIRUS; AND**
- **AUTHORIZE THE CITY MANAGER TO REQUEST ASSISTANCE FROM THE STATE OF CALIFORNIA IF NECESSARY.**

**ATTACHMENTS: Proposed Resolution 03-24-2020-01**

**RESOLUTION NO. 03-24-2020-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CONCERNING THE COVID-19 VIRUS**

**WHEREAS**, Government Code section 8558 defines a local emergency as including conditions of extreme peril to the safety of persons and property within the City which are likely to be beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other government entities to combat; and

**WHEREAS**, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infected more than 125,000, and killed more than 4,000 individuals as of March 11, 2020 per the World Health Organization; and

**WHEREAS**, World Health Organization officials now report that sustained human-to-human transmission of COVID-19 is occurring and that transmission from asymptomatic individuals has been documented; and

**WHEREAS**, on January 30, 2020, the World Health Organization declared the COVID19 outbreak to be a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States of America; and

**WHEREAS**, the United States Centers for Disease Control and Prevention has determined that COVID-19 presents a serious public health threat requiring coordination among state and local health departments to ensure readiness for potential health threats associated with the virus; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

**WHEREAS**, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen and are threatened within the City of Corning resulting from the COVID-19 virus pandemic; and

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof, when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part thereof, of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and

**WHEREAS**, Government Code § 8630 and Chapter 2.36 of the Corning Municipal Code authorize the Mayor of the City of Corning, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code § 8558, subdivision (c) when the Corning City Council is not in session; and

**WHEREAS**, on March 19, 2020, the City of Corning Mayor proclaimed a local emergency based on an extreme threat to public health from the introduction of a novel coronavirus (named "COVID-19") into the City of Corning regarding COVID-19, such proclamation is attached hereto and incorporated by reference as Exhibit A; and

**WHEREAS**, under Health and Safety Code § 101080, Government Code § 8630(b), and Section 2.36.060 of the Corning Municipal Code, a proclamation of local health emergency or proclamation of local emergency, respectively, must be ratified by the City Council within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code § 101080 and Government Code § 8630(c) generally requires the City Council to review the need for continuing the local health emergency and local emergency at least every thirty (30) or sixty (60) days, respectively, but as part of Governor Gavin Newsom's March 4, 2020 Declaration of a State of Emergency in California due to COVID-19, these provisions have been waived for the duration of the statewide emergency; and

**WHEREAS**, the threat of exposure to, and spread of, COVID-19 cannot be quarantined to one defined geographical area, and the danger of transmission is therefore pervasive and present to the residents of the City of Corning; and

**WHEREAS**, the conditions caused by the COVID-19 pandemic are beyond the control of the services, personnel, equipment and facilities of the City of Corning; and

**WHEREAS**, the City Council hereby finds that the aforesaid conditions of extreme peril warrant and necessitate the declaration of the existence of a local emergency, ratifying the March 19, 2020 proclamation.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED as follows:**

1. The recitals stated above are true, correct, and are adopted herein as findings.
2. That, pursuant to Government Code section 8630(a), a local emergency within the meaning of Government Code section 8558(c) continues to exist within the jurisdictional limits of the City of Corning and the proclamation of local emergency by the Director of Emergency Services is hereby ratified.
3. That, pursuant to Public Contract Code section 20168 and 22050, the public interest and necessity demand the immediate expenditure of public money to safeguard life, health and property; the local emergency will not permit a delay resulting from a competitive solicitation for bids; immediate action is necessary to respond to the local emergency; and the City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by the local emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids to let contracts.
4. That the City Manager shall coordinate planning, preparedness and response efforts regarding COVID-19 with federal, state and local government authorities and shall be delegated all authority held by the Director of Emergency Services consistent with the laws of the State of California and in the Corning Municipal Code; and
5. That the City Manager is further authorized to exercise specific authority to close or limit access to city facilities and to limit or cease public services, direct employee absences from work and to grant leave accruals in order to secure the same, and to take whatever other prudent actions with regard to City operations and staffing which, in the City Manager's sole discretion, are considered by her to be necessary to secure the public health, welfare and safety during the existence of the local emergency; and
6. That, pursuant to Public Contract Code section 22050(c)(1), the state of local emergency shall be deemed to continue to exist until its termination is proclaimed by a Resolution adopted by a four-fifths vote of the City Council.
7. That, pursuant to Government Code section 8630(c) and Public Contract Code section 22050(c)(1), the City Council shall review the need for continuing the local emergency at every regularly scheduled meeting of the City Council until the City Council terminates the local emergency.
8. That this Resolution shall serve as a request to the State of California and the United States of America to make available funding to the City of Corning in order to address the impacts caused by this emergency.

**I HEREBY CERTIFY** that the foregoing Resolution was introduced and adopted at a regular meeting of the Corning City Council on the 24th day of March, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

\_\_\_\_\_  
**Douglas Hatley, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

**I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution No. 03-24-2020-01 was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 24<sup>th</sup> day of March, 2020 by the votes listed above.**



## **City of Corning**

### **Proclamation of the Existence of a Local Emergency By the Director of Emergency Services**

WHEREAS, Section 2.36.060 of the Corning Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Corning (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the Centers for Disease Control and Prevention (the "CDC") considers the novel coronavirus ("COVID-19") to be a very serious public health threat with outcomes ranging from mild sickness to severe illness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to approximately one hundred eighteen (118) countries infected more than one hundred twenty-five thousand (125,000) people, and killed more than four thousand (4,000) people as of March 12, 2020, according to the World Health Organization (the "WHO"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services Secretary declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the "Governor"), declared a state of emergency in the State of California (the "State") due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, the WHO characterized COVID-19 as a pandemic; and

WHEREAS, on March 11, 2020, the Governor announced that State public health officials have determined that gatherings of more than two hundred fifty (250) people should be postponed or canceled across the State until at least the end of March; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to COVID-19; and

WHEREAS, on March 17, 2020, the County of Tehama Director of Emergency Services proclaimed a Local Emergency due to the threat of COVID-19 in the County; and

WHEREAS, the health, safety, and welfare of City residents, businesses, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, declaring a local emergency allows additional resources to flow into the City in a timely fashion; and

WHEREAS, existing conditions related to COVID-19 constitute an emergency as defined in the Corning Municipal Code Section 2.36.020; and

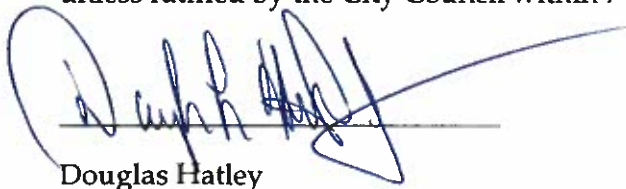
WHEREAS, The Director of Emergency Services of the City of Corning hereby finds that:

- The efforts required to prepare for, respond to, mitigate, and recover from the increasing spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses on the City, requiring diversion from day-to-day operations;
- In addition to the above facts, conditions or threatened conditions caused by COVID-19 including, but not limited to, potential isolation and quarantines of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City;
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City due to COVID-19.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency, the powers functions and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Corning Emergency Plan.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within 7 days of this proclamation.



Douglas Hatley  
Director of Emergency Services  
Mayor

Dated: March 19, 2020

**ITEM NO.: J-13  
REQUEST CITY COUNCIL  
DIRECTION ON PROCEEDING  
WITH BID RESULTS FOR  
DISPOSAL OF 2000 WESTFIELD  
SINGLE WIDE MOBILE HOME**

**March 24, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**LISA M. LINNET, CITY CLERK**

**SUMMARY:**

At the January 28, 2020 City Council Meeting, Council directed Staff to seek bids for the mobile home. The City received one (1) bid by the Bid Date of March 17, 2020 in the amount of \$200. The bid document is attached for Council Review. Staff is requesting Council approve this bid and authorize the sale and removal of the mobile home from the Animal Shelter location or deny the bid and direct Staff on how to proceed.

**BACKGROUND:**

The City currently has a 2000 Westfield single wide mobile home that in previous years was used for a residence at the City's former Animal Shelter by the contracted caretaker and Second Chance Pet Rescue member. Upon the Caretaker's retirement, and following installation of new flooring, the mobile was used for storage and as an office. As a result of contracting with the County for licensing and animal housing services and the resulting closure of the City's Animal Shelter, the City has no need for this mobile.

Staff now seeks City Council direction to dispose the Mobile Home by advertising request for Bids on Craigslist, Facebook Marketplace, the City's website and by newspaper due no later than March 17<sup>th</sup> at 5:00 p.m.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. APPROVE BID AND AUTHORIZE THE SALE AND REMOVAL OF THE MOBILE HOME FROM THE ANIMAL SHELTER LOCATION; OR**
- 2. DENY THE BID RECEIVED AND DIRECT STAFF ON HOW TO PROCEED REGARDING THE 2000 WESTFIELD SINGLE WIDE MOBILE HOME.**

# BID FORM

## FOR SURPLUS PROPERTY BELONGING TO THE CITY OF CORNING

**Description of property: One (1) 2000 Westfield single-wide 2-bedroom 1-bath mobile home**

**For additional information, call Angel Garman at 530-824-7029**

This mobile home is being sold "as is". The City makes no other representations or warranties regarding the condition or usability of the mobile home or its suitability or fitness for any purpose.

The mobile home will be sold to the highest bidder. The City reserves the right to reject any or all bids. If identical bids are received, the award will be made based on the date and time bid is received by City of Corning.

The mobile home is currently located at the former City of Corning Animal Shelter located at 4312 Rawson Rd. Corning, CA 96021. The mobile home was used as an office and as the home of the shelter manager. Bidders must participate in a viewing of the mobile home on Thursday March 12, 2020 at 9:00 AM. The successful bidder must remove the mobile home from the site within 90 days following notice of bid award. The mobile home must be legally transported to a location where it can be legally sited. Please note, the County of Tehama and City of Corning does not allow mobile homes of this age to be placed on private property. Mobile home parks may be able to accept mobile homes of this age. Please confirm mobile home can be legally placed in jurisdiction being transported to, prior to bid.

Prior to removal of the mobile home, payment in full by cash or check made payable to "City of Corning" must be delivered to the City of Corning at 794 Third St. Corning, CA 96021, at which time the mobile home will be turned over to the buyer.

Your bid must be received on or before 5:00 p.m., March 17, 2020 at:

**CITY OF CORNING  
ATTN: ANGEL GARMAN  
794 THIRD ST.  
CORNING, CA 96021  
530-824-7029  
[angela@corning.org](mailto:angela@corning.org)**

**E-MAILED BIDS WILL BE ACCEPTED WITH SUBJECT LINE: MOBILE HOME BID**

Bid: \$ 200

*Please Print Legibly*

NAME OR NAME OF COMPANY:

Colin Klinesteker

ADDRESS: 25020 Marek Rd. Los Molinos, CA

PHONE #: 530-840-0212 EMAIL: colinklinesteker@gmail.com

LOCATION MOBILE HOME WILL BE TRANSPORTED TO:

High & Dry Mobile Home Park - 24800 Taft St., Los Molinos, CA

Signature of Authorized Representative: Colin Klinesteker