



**CITY COUNCIL  
CLOSED SESSION MEETING  
TUESDAY, JUNE 28, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**OR  
VIA ZOOM AT:**

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRvJwZ1FSTFFTUT09>

**Meeting ID: 934 294 8553, Passcode: 01252022**

**OR BY PHONE AT (720) 707- 2699**

**Meeting ID: 934 294 8553, Passcode: 01252022**

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: 6:00 p.m.**

**B. ROLL CALL:**

**Council:**

**Dave Demo**

**Karen Burnett**

**Shelly Hargens**

**Jose "Chuy" Valerio**

**Mayor:**

**Robert Snow**

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

**3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**

**Agency Negotiator: Greg Einhorn, Labor Relations Consultant**

**Management Bargaining Unit, Miscellaneous Bargaining Unit, Public Safety**

**Bargaining Unit, and Dispatch Bargaining Unit**

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



**CORNING CITY COUNCIL  
MEETING AGENDA  
TUESDAY, JUNE 28, 2022  
CITY COUNCIL CHAMBERS IN PERSON  
AT 794 THIRD STREET**

**OR  
VIA ZOOM AT:**

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRvJwZ1FSTFFTUT09>

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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 are 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.

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

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:** 6:30 p.m.

B. **ROLL CALL:**

**Council:** Dave Demo  
Karen Burnett  
Shelly Hargens  
Jose "Chuy" Valerio  
**Mayor:** Robert Snow

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

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

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

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

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

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the Minutes of the June 14, 2022 City Council Closed Session & Regular Meetings with any necessary corrections:
3. June 22, 2022 Claim Warrant in the amount of \$191,746.46.
4. June 22, 2022 Business License Report.
5. Authorize payment of Invoice #23236 in the amount of \$559.20 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.
6. Authorize payment of Invoice #23237 in the amount of \$652.40 to R.E.Y. Engineers for the Olive View ATP Connectivity Project Engineering and Environmental Services.

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

I. **PUBLIC HEARINGS AND MEETINGS:**

7. Public Hearing and action on request for Disposal Service CPI Rate Increase of 5.47% which includes increase for fuel.

J. **REGULAR AGENDA:**

8. Designation of League of California Cities voting Delegate and Alternate.
9. Award the Solano Street Construction Management and Testing Service Contract to PSOMAS in the amount of \$99,886 and authorize Staff to execute the Contract.
10. Approve Agreement between the City and Corning Union High School District for School Resource Officer Services.
11. Approve Agreement for P.O.S.T. Law Enforcement Police Training Academy Sponsorship for Dannette Ross.

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

12. Approve Agreement with the Paskenta Band of Nomlaki Indians for the City to provide Independent Contractor Services to the Tribe for the Implementation of the Corning Recreation Program.
  13. Resolution 06-28-2022-01 approving the Fiscal Year 2022-2023 Program of Service and Annual Budget.
  14. Resolution 06-28-2022-02 establishing the General Fund Appropriations Limit for the City of Corning for Fiscal Year 2022/2023 at \$16,287,625.
- K. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- L. **COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:**
- M. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).
- Demo:  
Burnett:  
Hargens:  
Valerio:  
Snow:
- N. **ADJOURNMENT:**

**POSTED: FRIDAY, JUNE 24, 2022**



**CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, JUNE 14, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Dave Demo  
Karen Burnett  
Shelly Hargens  
Jose "Chuy" Valerio  
Robert Snow**

**Mayor:**

All members of the Council were present except Mayor Snow.

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8:  
Property: 071-131-001 (Sixth and Yolo St.)  
Agency Negotiation: Kristina Miller  
Under Negotiation: Price and Terms**
- 2. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.  
One Case:  
a. Name of Case: City of Corning v. Trent Construction, et al. Case No.: CV24394**
- 3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:  
Agency Negotiator: Greg Einhorn, Labor Relations Consultant  
Management Bargaining Unit, Miscellaneous Bargaining Unit, Public Safety Bargaining Unit, and Dispatch Bargaining Unit**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:30 PM**

Vice Mayor Demo announced that there were no reportable actions.



**CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, JUNE 14, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**OR  
VIA ZOOM**

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRvJwZ1FSTFFUT09>

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**A. CALL TO ORDER: 6:35 p.m.**

**B. ROLL CALL:**

**Council: Dave Demo  
Karen Burnett  
Shelly Hargens  
Jose "Chuy" Valerio  
Mayor: Robert Snow**

All members of the Council were present except Mayor Snow.

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

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

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: None.**

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

Rosie Flores stated she had approached Planner II Christina Meeds to ask about a Stationary Food Truck Ordinance and was informed that the City currently does not have one. She is now approaching Council to request that a Stationary Food Tuck Ordinance be established in the City. She stated that she has two businesses located in Corning and has put a substantial amount of money into both to meet the required standards. She asked why she and other food related business owners/operators are required to abide by various requirements, yet these others are not, how is that fair? She stated she is not against food trucks, however they should be regulated and allowed in a specific place. She provided some information she obtained by contacting other jurisdictions regarding this issue. She was informed that the City is currently working on a mobile food vending ordinance.

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the May 24, 2022 Meeting with any necessary corrections:**
- 3. June 8, 2022 Claim Warrant in the amount of \$613,760.92.**
- 4. May 2022 Wages & Salaries: \$389,098.17.**
- 5. June 8, 2022 Business License Report.**
- 6. May 2022 Treasurer's Report.**
- 7. May Building Permit Valuation Report in the amount of \$1,611,183.**
- 8. May 2022 City of Corning Wastewater Operations Summary Report.**
- 9. Authorize payment of Invoice #23137 in the amount of \$13,050 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.**
- 10. Authorize payment of Invoice #23138 in the amount of \$33,250 to R.E.Y. Engineers for the Olive View ATP Connectivity Project Engineering and Environmental Services.**
- 11. Adopt Ordinance No. 698 and Summary; an Uncodified Ordinance of the City Council of the City of Corning adopting a Policy to provide guidelines for the approval, acquisition, and reporting requirements for military equipment. (Second Reading & Adoption).**

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Councilor Valerio moved to approve Consent Items 1-11; Councilor Burnett seconded the motion. **Ayes: Demo, Burnett, Valerio, and Hargens. Absent: Snow. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Snow absent.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**

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

**J. REGULAR AGENDA:**

**12. Approve Agreement between the City of Corning and Gregory P. Einhorn for Labor Negotiations Services.**

Presented by City Manager Kristina Miller who stated that via a Professional Services Agreement, Mr. Einhorn provided these same services during the previous negotiations and has agreed to provide the same services at the same rates/provisions as listed in the previous Agreement.

Councilor Burnett moved to approve the proposed Agreement between the City and Greg Einhorn for Labor Negotiation Services and authorize the City Manager to sign the Agreement on behalf of the City. Councilor Hargens seconded the Motion. **Ayes: Demo, Burnett, Valerio, and Hargens. Absent: Snow. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Snow absent.**

**13. Approve annual Agreement and Membership with 3CORE Economic Development District at a cost of \$7,500.**

Presented by City Manager Kristina Miller who outlined some of the services 3CORE has provided to the City in past years through our membership and Agreement. She confirmed that the proposed Agreement/Membership shows no rate increase.

Councilor Hargens moved to approve the annual participation in 3CORE and authorize payment on July 1, 2022 to 3CORE for the City's share of the local Grant Match in the amount of \$7,500 from Fund 001-7408-4010 Economic Development. Councilor Burnett seconded the motion. **Ayes: Demo, Burnett, Valerio, and Hargens. Absent: Snow. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Snow absent.**

**14. Adopt Resolution No. 06-14-2022-02, a Resolution finding that the issuance of a Liquor License to Nancy Murray for her business at 1301 Solano St. is a "Public Convenience or Necessity".**

Presented by City Attorney Collin Bogener who stated that the License type has been changed from a Type 20 to a Type 48 allowing for all types of alcohol on site and is not limited to just wine and beer.

Councilor Burnett moved to adopt Resolution No. 06-14-2022-04, a Resolution finding that the issuance of a Liquor License to Nancy Murray is a "Public Convenience or Necessity"; and direct Staff to issue a letter to ABC informing of City Council findings. Councilor Hargens seconded the motion. **Ayes: Demo, Burnett, Valerio, and Hargens. Absent: Snow. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Snow absent.**

**15. Presentation of the Fiscal Year (FY) 2022-2023 Program of Service and Annual Budget.**

Presented by City Manager Kristina Miller who stated that this year two budgets have been created. One is "As-Is"; the other includes costs for additional staff. She then provided the following summary:

- The total projected budget revenues, excluding transfers is \$16,067,075.
- The total budget expenditures, excluding transfers is \$18,850,726 for the "As-Is Budget, and \$19,059,660 with the added personnel.
- The anticipated General Fund Revenues/Transfers-In and Measure "A" Revenues are expected to total \$7,482,100 and \$1,350,000 respectively.
- The "As-Is" Budget Proposal projects the General Fund and Measure "A" budgeted expenditures to be: \$7,641,232 and \$1,353,000 respectively.

- The “Added Personnel” Budget proposal projects General Fund and Measure “A” budgeted expenditures to be: \$7,808,478 and \$1,353,000 respectively.
- The As-Is Budget and the Added Personnel Budget project General Fund Reserves will decrease by \$159,132 and \$326,378 during FY 2022-2023. Measure A Fund Reserves will decrease by \$3,000 during FY 2022-2023.

City Manager Miller then summarized some of the budgeted expenditures such employee raises already approved; current consultant fees; and 6 months of Recreation Programs costs. She also stated that the City projects:

- Transient Occupancy Tax (TOT) revenue to remain flat in FY 2022/23 due to fuel prices.
- Property Tax at \$734,500 for FY 2022/23 or about 8% over what was budgeted for FY 2022/23 based on current year receipts.
- Vehicle License Fees (VLF) to be \$760,00 for FY 2022/23 due to inflation.
- Other Revenue Funds are anticipated to be \$8,739,540 which is higher than previous years due to increases in grant revenue; these funds make up 54.4% of the City’s total revenues.

She stated that there are four items of concern that could potentially result in the City needing to increase water and sewer rates beyond the already approved and scheduled increases. They are:

- Extreme drought, as residents/businesses conserve water, the City experiences reductions in revenue. Since water consumption has not fully recovered since the last drought, it is not known how much residents/businesses will further reduce their water use. The proposed budget assumes no increases or decreases in water consumption;
- Additions to personnel will result in the need to increase water rates by an additional 0.50% in the fiscal years end 2024-2027. Sewer rates will also need to be increased by an additional 1.0% beginning FY end 2024-2026.
- The City needs to install a new City well in the next few years; while there are potential grant opportunities available, if the City is not successful, we will need to raise water rates to support the additional infrastructure.
- Capital Replacement needs for the water and sewer system infrastructure.

She concluded by providing information on personnel costs which on average are 75% of General Fund expenditures, rising pension debt (otherwise known as the unfunded accrued liability (UAL)) and possible ways to cut these costs.

#### **Discussion & Informational Item Only – No action at this time.**

##### **16. Resolution 06-14-2022-03 adopting the Fiscal Year 2022/2023 Street Project List that will utilize SB-1 Funding; the Road Repair and Accountability Act of 2017.**

Presented by City Engineer/Public Works Consultant Robin Kampmann who explained that Senate Bill 1 (SB1) refers to funding under the Road Repair and Accountability Act of 2017 which enables Cities and Counties to address significant maintenance, rehabilitation, and safety needs on local streets. Agencies receive funding allocations over a 10-year period which is meant to accelerate road maintenance projects. Prior to receiving funds, each Agency must annually submit a project list that is to be funded by SB1 – Road Maintenance and Rehabilitation Account (RMRA). The proposed locations for the City of Corning road/street projects for FY 2022/23 are:

- Almond Street between Peach St. and Marguerite Ave.;
- Fig St. between Almond St. to Fig Lane.

Proposed carryover projects from FY 2021/22 are:

- El Verano Ave. between McLane Ave. and Hoag Rd.;
- Del Norte Ave. between McLane Ave. and Hoag Rd.;
- El Paso Ave. between McLane Ave. and Hoag Rd.;
- Divisadero Ave. between Fripp Ave. and El Paso Ave.; and

- McLane Ave. between McLane Circle and El Paso Ave.

In order to receive the funding, the City must annually expend from its General Fund for Street and Road purposes an amount not less than the annual average of its expenditures for its General Fund during fiscal years 2009 through 2012 (known as the Maintenance of Effort or MOE). If the City fails to meet the MOE in a fiscal year, it can be made up the following fiscal year. The City's required MOE to meet State set Standards is \$234,447.

Councilor Burnett moved to adopt Resolution No. 06-14-2022-03 adopting the Fiscal Year 2022/2023 Street Project List that will utilize SB1 Funding, the Road Repair and Accountability Act of 2017. Councilor Hargens seconded the motion. **Ayes: Demo, Burnett, Valerio, and Hargens. Absent: Snow. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Snow absent.**

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

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

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

**Demo: Nothing.**

**Burnett: Senior Center is set to open for lunches again on July 1<sup>st</sup>.**

**Hargens: Nothing**

**Valerio: Announced the upcoming Olive Festival and Car Show on Saturday, October 8, 2022 from 10a, to 3pm at Corning Community Park and Lennox Fields.**

**Snow: Absent.**

**N. ADJOURNMENT: 7:16 p.m.**

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**Lisa M. Linnet, City Clerk**





## MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** June 22, 2022

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday June 28, 2022 Council Meeting

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

<b>A.</b>	<b>Cash Disbursements</b>	<b>Ending 06-22-22</b>	<b>\$</b>	<b>110,747.37</b>
<b>B.</b>	<b>Payroll Disbursements</b>	<b>Ending 06-16-22</b>	<b>\$</b>	<b>80,999.09</b>

**GRAND TOTAL \$ 191,746.46**

REPORT.: Jun 22 22 Wednesday  
 RUN....: Jun 22 22 Time: 13:56  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-22 thru 06-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033160	06/10/22	FIR10	FIRST NATIONAL BANK OMAHA	64.95	06102022	COMMUNICATIONS-DISPATCH
033161	06/15/22	3CO00	3CORE, INC.	7500.00	20215	3CORE/ECON DEVELOPMENT
033162	06/15/22	CAL10	CPCA	348.00	22190	ASSOC DUES-POLICE
033163	06/15/22	CEN01	CTR OF EXCELLENCE IN EDU.	1105.00	01-22	TRAINING/ED-POLICE
033164	06/15/22	CIT15	CITY OF SACRAMENTO	160.00	POLLPM009	TRAINING/ED-DISPATCH
033165	06/15/22	COM06	COMCAST	13.20	220609	COMMUNICATIONS-PW ADMIN
033166	06/15/22	COP01	COPWARE, INC.	85.00	06102022	TRAINING/ED-POLICE
033167	06/15/22	CYR00	CYRACOM, LLC	25.00	202202523	COMMUNICATIONS-DISPATCH
033168	06/15/22	DEP12	DEPT OF JUSTICE	285.00	582822	PROF SVCS-
033169	06/15/22	GRA02	GRAINGER, W.W., INC	34.62	934412570	MAT & SUPPLIES-PARKS
				29.20	934420456	MAT & SUPPLIES-PARKS
			Check Total.....:	63.82		
033170	06/15/22	LIN01	LINCOLN AQUATICS, INC.	3715.15	SN082937	MAT & SUPPLIES-POOL
				-1370.00	SN083169C	MAT & SUPPLIES-POOL
			Check Total.....:	2345.15		
033171	06/15/22	MOS03	MOSHER, JEREMY	56.39	220614	TRAINING/ED-WTR
033172	06/15/22	NOR47	NORTHSTAR	600.00	79168	CONSULT LIT-LGL SVCS (SOLANO)
033173	06/15/22	PAC29	PACE ANALYTICAL SERVICES,	162.40	220581628	PROF SVCS-WTR DEPT
033174	06/15/22	SCP00	SCP DISTRIBUTORS LLC	30.00	SN082936	MAT & SUPPLIES-WTR
033175	06/15/22	TEH33	TEHAMA COUNTY	10000.00	04.20.202	PARK VOL FUND-RECYCLE GRANT
033176	06/15/22	VER02	VERIZON WIRELESS	228.06	990780196	PROP 30-MDC
033177	06/15/22	FIR14	FIRST NATIONAL BANK OMAHA	4472.22	06132022	TRAINING/ED-
033178	06/15/22	REY05	R.E.Y. ENGINEERS, INC.	559.20	23236	PROF SVCS ADMIN-ATP-WEST ST SCHOOL
				652.40	23237	PROF SVCS ADMIN-ATP-OLIVE VIEW SCHOOL
			Check Total.....:	1211.60		
033179	06/16/22	CIT03	CITY OF CORNING	358.24	SAN0146	CDBG CV2&3-ASST-EMERGENCY RESP (HEIDI SANCHEZ)
033180	06/16/22	PAY01	PAYGOV.US LLC	3117.59	978	COVID 19-FINANCE
033181	06/20/22	MOS03	MOSHER, JEREMY	56.39	220616	TRAINING/ED-WTR
033182	06/20/22	NOR18	NORTH VALLEY DISTRIBUTING	987.11	S1356112.	CCTV SEC CAM SYS 21/22-POLICE DISPATCH
033183	06/20/22	QUI02	QUILL CORPORATION	44.66	25731330	OFFICE SUPPLIES-CITY COUNCIL
033184	06/20/22	SUN16	SUNBEAM SOLAR OPERATIONS	15548.44	171449	ELECT-
033185	06/20/22	BIG02	BIG VALLEY SANITATION, IN	125.00	103096	BLD MAINT-SENIOR CENTER
				345.00	103403	MAT & SUPPLIES-AIRPORT
			Check Total.....:	470.00		
033186	06/20/22	BOR00	BORER, NATHANIEL MATTHEW	360.00	220612	PROF SVCS-POOL
033187	06/20/22	CRO05	CROSS PETROLEUM	1996.86	CL22160	MAT & SUPPLIES-
033188	06/20/22	DEP03	DEPT OF TRANS/CAL TRANS	4126.07	22011172	Equip.Maint. St&Trf Light
033189	06/20/22	GRA02	GRAINGER, W.W., INC	135.51	934760397	MAT & SUPPLIES-BLD MAINT
033190	06/20/22	LIN01	LINCOLN AQUATICS, INC.	1967.21	SN083557	MAT & SUPPLIES-POOL
				1194.09	SN083731	MAT & SUPPLIES-POOL
			Check Total.....:	3161.30		
033191	06/20/22	PAC29	PACE ANALYTICAL SERVICES,	176.37	220612628	PROF SVCS-WTR DEPT
				57.23	220613128	PROF SVCS-WTR DEPT
			Check Total.....:	233.60		
033192	06/20/22	PGE09	PG&E	213.46	220614	ELECT-STONEFOX L&L-Z1, D2
033193	06/20/22	PGE2A	PG&E	46.20	220614	ELECT-BLUE HERON CT
033194	06/20/22	PIT03	PITNEY BOWES, INC	384.64	102093248	OFFICE SUPPLIES-
033195	06/20/22	RED01	RED BLUFF DAILY NEWS	430.19	220630	BOOKS/PERIODICS-LIBRARY
033196	06/20/22	SCP00	SCP DISTRIBUTORS LLC	976.65	SN083538	MAT & SUPPLIES-WTR
				220.00	SN083585	MAT & SUPPLIES-WTR

REPORT.: Jun 22 22 Wednesday  
 RUN...: Jun 22 22 Time: 13:56  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-22 thru 06-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Check Total.....:				1196.65		
033197	06/20/22	TRI02	TRI-COUNTY NEWSPAPERS	83.69	00279913	PRINT/ADVERT-L&L 5 (MARGUERITE)
033198	06/20/22	QUI02	QUILL CORPORATION	172.39	25642749	COMP/EQUIP/SOFT-FIRE DISPATCH
033199	06/20/22	SAN00	SANDOVAL, STEFAN	92.00	220620	TRAINING/ED-FIRE
033200	06/21/22	ATT13	AT&T	778.83	220611	COMMUNICATIONS-DISPATCH
033201	06/21/22	BUS01	BUSINESS CONNECTIONS	25.00	80966	MAT & SUPPLIES-REC
033202	06/21/22	CRO05	CROSS PETROLEUM	2641.12	CL22161	VEH OP/MAINT-
033203	06/21/22	ECO05	ECORP CONSULTING, INC.	877.50	96816	PROF SVCS-PLANNING
033204	06/21/22	FLE02	FLEMING, JOHN E.	1950.00	220616	PROF SVCS-BLD & SAFETY
033205	06/21/22	SCH01	LES SCHWAB TIRE CENTER	311.03	00433396	VEH OP/MAINT-POLICE
				310.04	00433398	VEH OP/MAINT-POLICE
Check Total.....:				621.07		
033206	06/21/22	XER00	XEROX CORPORATION	23.60	016470796	EQUIP MAINT-DISPATCH
033207	06/22/22	BAI02	BAILEY, DILLON	60.00	220618	REC INSTRUCTOR-REC
033208	06/22/22	BPR00	BPR CONSULTING GROUP	820.50	197	PROF SVCS-BLD & SAFETY
033209	06/22/22	GRA02	GRAINGER, W.W., INC	37.72	935072911	BLD MAINT-MECH MAINT
				33.90	935172398	MAT & SUPPLIES-BLD MAINT
Check Total.....:				71.62		
033210	06/22/22	GRE07	GREGORIO III, FRANK S.	40.00	220618	REC INSTRUCTOR-REC
033211	06/22/22	HOM03	HOME DEPOT	109.10	6023386	MAT & SUPPLIES-PARKS
033212	06/22/22	JON05	JONES, TRISTAN	30.00	220618	REC INSTRUCTOR-REC
033213	06/22/22	KNI00	KNIFE RIVER CONSTRUCTION	637.44	274532	A/C CITYWIDE-STR
033214	06/22/22	KNI01	KNIGHT, ASHLEY	15.00	06212022	TRAINING/ED-DISPATCH
033215	06/22/22	KOM00	KOMPAN CALIFORNIA, INC.	39896.42	INV110207	PARK IMPROV FUND-PARK SPEC PROJ
033216	06/22/22	MAD04	MADRIGAL, FRANCISCO	50.00	220618	REC INSTRUCTOR-REC
033217	06/22/22	MCI04	MCINTYRE, JASON	49.39	06202022	TRAINING/ED-POLICE
033218	06/22/22	ROS03	ROSS, SHANE	60.00	220618	REC INSTRUCTOR-REC
033219	06/22/22	ROS04	ROSS, KADEN EARL	20.00	220618	REC INSTRUCTOR-REC
Cash Account Total.....:				110747.37		
Total Disbursements.....:				110747.37		
Cash Account Total.....:				.00		

REPORT.: Jun 22 22 Wednesday  
 RUN...: Jun 22 22 Time: 13:56  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 06-22 thru 06-22 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13224	06/16/22	BAN03	POLICE OFFICER ASSOC.	275.00	C20614	POLICE OFFICER ASSOC
13225	06/16/22	CAL37	CALIFORNIA STATE DISBURSE	138.46	C20614	WITHHOLDING ORDER
13226	06/16/22	EDD01	EMPLOYMENT DEVELOPMENT	5165.81 1679.14	C20614 1C20614	STATE INCOME TAX SDI
Check Total.....:				6844.95		
13227	06/16/22	FED00	FEDERAL PAYROLL TAXES (EF	14517.10 19053.88 4456.14	C20614 1C20614 2C20614	FEDERAL INCOME TAX FICA MEDICARE
Check Total.....:				38027.12		
13228	06/16/22	ICM01	ICMA RETIREMENT TRUST-457	3576.24 185.00	C20614 1C20614	ICMA DEF. COMP ICMA DEF. COMP ER PD
Check Total.....:				3761.24		
13229	06/16/22	PERS1	PUBLIC EMPLOYEES RETIRE	25795.46	C20614	PERS PAYROLL REMITTANCE
13230	06/16/22	PERS4	Cal Pers 457 Def. Comp	3061.59 497.50	C20614 1C20614	PERS DEF. COMP. PERS DEF. COMP. ER P
Check Total.....:				3559.09		
13231	06/16/22	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C20614	WageOrder F#20000149
13232	06/16/22	VAL06	VALIC	2344.38 142.50	C20614 1C20614	AIG VALIC P TAX AIG VALIC P TAX ER P
Check Total.....:				2486.88		
Cash Account Total.....:				80999.09		
Total Disbursements.....:				80999.09		

Item No.: G-4

Date.: Jun 22, 2022  
Time.: 2:26 pm  
Run by: LORI SIMS

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
AKTIVFIT	955 HIGHWAY 99W STE 115	CORNING, CA 96021	PERSONAL TRAINING	06/21/22
HOMETOWN HUB	955 955 HWY 99W STE 119	CORNING, CA 96021	FULL-SERVICE RESTAURANT	06/21/22
MOON'S CLEANING SERV	1521 FIRST ST	CORNING, CA 96021	CLEANING OF OFFICES, APARTMENTS, AND HOU	06/21/22
PATTERSON'S HANDYMAN	4455 EAST AVE	CORNING, CA 96021	GENERAL HANDYMAN	06/21/22
ROGERS & ROGERS UNLI	18650 COUNTY RD 200	ORLAND, CA 95963	GENERAL HANDYMAN	06/21/22
WITH FAITH, HOPE AND	820 KIMBALL RD #101	RED BLUFF, CA 96080	OFF SITE PHOTOGRAPHY AND ONLINE SALES	06/21/22

ITEM NO.: G-5  
AUTHORIZE PAYMENT OF INVOICE  
#23236 IN THE AMOUNT OF \$559.20 TO  
R.E.Y. ENGINEERS FOR THE WEST  
STREET SCHOOL ATP CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES

June 28, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

**SUMMARY:**

Staff requests Council authorize payment of invoice #23236 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$559.20. This will be the tenth payment for this contract.

A summary of work completed between May 1<sup>st</sup> to May 31<sup>st</sup> is attached to the invoice.

**BACKGROUND:**

On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the West Street School Connectivity Project to R.E.Y. Engineers in the amount of \$190,000.00.

**FUNDING:**

The City of Corning was awarded an ATP Grant for the West Street School Connectivity Project in the amount of \$1,304,000.00 to prepare plans, and to construct new sidewalks, curbs, gutters, and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #23236 IN THE AMOUNT OF \$559.20 TO R.E.Y. ENGINEERS FOR THE WEST STREET SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES**



**R.E.Y. ENGINEERS, INC.**  
Civil Engineers | Land Surveyors | LiDAR

905 Sutter Street, Suite 200  
Folsom, CA 95630  
(916) 366-3040

City of Corning  
794 Third Street  
Corning, CA 96021

Invoice number 23236  
Date 06/10/2022

Project: 1804.001 West Street School Connectivity  
Scope of Work: Project No. 118-77727-9007 / ATPSBIL-5161(017)

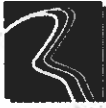
Professional services through May 31, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	145,000.00	55.39	80,309.20	79,750.00	559.20
3 Right of Way	15,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	884.42	884.42	0.00
<b>Total</b>	<b>190,000.00</b>	<b>58.25</b>	<b>111,193.62</b>	<b>110,634.42</b>	<b>559.20</b>

Invoice total 559.20

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23137	05/19/2022	13,050.00	13,050.00				
23236	06/10/2022	559.20	559.20				
<b>Total</b>		<b>13,609.20</b>	<b>13,609.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



June 10, 2022

City of Corning  
794 Third Street  
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: West Street Elementary School Connectivity Project  
Period: May 1 – May 31, 2022

Work Performed This Period:

- Project Approval and Environmental Document
  - Complete
- Project Management
  - Status Report
  - Bi weekly check in calls
- Environmental Services
  - No work this month
- Topographic data collection
  - No work this month
- Preliminary Design
  - No work this month
- PS&E
  - Pending 60% review
- Additional Tasks
  - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Final Design
  - Respond to 60% Comments

Issues / Concerns:

- Need to coordinate the driveway location with the school project.

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	100%	\$30,000.00
2 Plans, Specifications and Estimates	\$145,000.00	55.39%	\$80,309.20
3 Right of Way	\$15,000.00	0	\$0.00
Additional Tasks			
4 Utility A Letters		100%	\$884.42
<b>Total</b>	<b>\$190,000.00</b>	<b>58.25%</b>	<b>\$111,193.62</b>

Submitted By,

Aaron Brusatori, PE



ITEM NO.: G-6  
AUTHORIZE PAYMENT OF INVOICE  
#23237 IN THE AMOUNT OF \$652.40 TO  
R.E.Y. ENGINEERS FOR THE OLIVE  
VIEW SCHOOL ATP CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES

June 28, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

**SUMMARY:**

Staff requests Council authorize payment of invoice #23237 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$652.40. This will be the tenth payment for this contract.

A summary of work completed between May 1<sup>st</sup> to May 31<sup>st</sup>, is attached to the invoice.

**BACKGROUND:**

On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the Olive View School Connectivity Project to R.E.Y. Engineers in the amount of \$175,000.00.

**FUNDING:**

The City of Corning was awarded an ATP Grant for the Olive Street School Connectivity Project in the amount of \$1,118,000.00 to prepare plans, and to construct new sidewalks, curbs, gutters, and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #23237 IN THE AMOUNT OF \$652.40 TO R.E.Y. ENGINEERS FOR THE OLIVE VIEW SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES.**



**R.E.Y. ENGINEERS, INC.**  
Civil Engineers | Land Surveyors | LiDAR

905 Sutter Street, Suite 200  
Folsom, CA 95630  
(916) 366-3040

City of Corning  
794 Third Street  
Corning, CA 96021

Invoice number 23237  
Date 06/10/2022

Project: 1804.002 Olive View School Connectivity  
Scope of Work: Project No. 118-77727-9006 / ATPSBIL-5161(018)

**Professional services through May 31, 2022**

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	133,000.00	55.49	73,802.40	73,150.00	652.40
3 Right of Way	12,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	643.82	643.82	0.00
<b>Total</b>	<b>175,000.00</b>	<b>59.46</b>	<b>104,446.22</b>	<b>103,793.82</b>	<b>652.40</b>

Invoice total 652.40

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23138	05/19/2022	33,250.00	33,250.00				
23237	06/10/2022	652.40	652.40				
<b>Total</b>		<b>33,902.40</b>	<b>33,902.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



June 10, 2022

City of Corning  
 794 Third Street  
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: Olive View Elementary School Connectivity Project  
 Period: May 1 – May 31, 2022

Work Performed This Period:

- Preliminary Engineering
  - Project Management
    - Status Report
    - Bi weekly check in call(s)
  - Environmental Services
    - No work this month
  - Topo / Boundary
    - No work this month
  - Preliminary Design
    - No work this month
  - PS&E
    - Pending 60% Comments
- Additional Tasks
  - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Respond to 60% comments

Issues / Concerns:

- None at this time

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	100%	\$30,000.00
2 Plans, Specifications and Estimates	\$133,000.00	55.49%	\$73,802.40
3 Right of Way	\$12,000.00	0%	\$0.00
Additional Tasks			
4 Utility A Letters		100%	\$643.82
<b>Total</b>	<b>\$175,000.00</b>	<b>59.46%</b>	<b>\$104,446.22</b>

Submitted By,

Aaron Brusatori, PE

ITEM NO.: I-7  
PUBLIC HEARING AND ACTION ON  
REQUEST FOR DISPOSAL SERVICE  
CPI RATE INCREASE OF 5.47%  
June 28, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: KRISTINA MILLER, CITY MANAGER   
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER

**SUMMARY:**

The rate increase proposed is 5.47%, based on the rate increase methodology described in Section 3.4 of the Refuse Collection Agreement. The increase for residential customers with 96-gallon service will be from \$24.27 to \$25.60 per month, an increase of \$1.33. Should residents have excess capacity, they may choose to downsize their current 96-gallon cart to a 64-gallon cart at \$23.57 per month, for a monthly savings of \$2.03. The Senior Citizen rate for the smaller 32-gallon roller cart will rise from \$12.14 to \$12.80 per month, an increase of \$0.66 per month. The cost of commercial service is based on service level and would also increase by 5.47% (same as the residential rate). Rates are detailed in Exhibit E of the Agreement (attached). If approved, the new rates will be retroactive to April 1, 2022. There will be a one-time retroactive increase for the months of April through June 30, 2022 included in the July 2022 billing.

The annual CPI increase, and Fuel Cost adjustments are specifically addressed within the Agreement (copy of applicable section attached as Exhibit "A"). As a result of the Agreement approved by the City Council on December 22, 2020, Staff scheduled the matter for Council consideration and sent out notices of the hearing to all utility customers.

Commercial rates vary by service need (size/frequency of service).

**BACKGROUND:**

The Refuse Collection Agreement between the City of Corning and Corning Disposal provides for an annual rate increase equal to the Consumer Price Index for the 12-month period ending on the prior September 30th. The Consumer Price Index (CPI) indicates that inflation for this period is 5.39%, and a fuel cost adjustment of 0.08%, for a total rate increase as previously mentioned of 5.47% (Exhibits C & D). The last rate increase was approved by the City Council on February 23, 2021.

**NOTICE:**

Notices (Exhibit "B") of this hearing were sent to all utility customers on May 9, 2022 in accordance with Proposition 218, the "Right to Vote on Taxes Act". All protests received to date are attached.

**RECOMMENDATION:**

**MAYOR AND COUNCIL, HAVING CONDUCTED THE PUBLIC HEARING AND RECEIVED ALL PROTESTS; APPROVE THE PROPOSED DISPOSAL SERVICE RATE INCREASE OF 5.47%, AS SHOWN ON THE RATE SCHEDULE ATTACHED AS EXHIBIT "C" TO BE EFFECTIVE RETROACTIVELY TO APRIL 1, 2022.**

## EXHIBIT "A"

### 3.4 Annual CPI Rate Adjustment.

Commencing on April 1, 2021 and on April 1 annually thereafter, the rates set forth on Exhibit C shall, subject to CITY Council review to confirm calculations, be adjusted by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers, U.S. city average, All Items ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous September 30. Not later than November 30 of each year, CONTRACTOR shall notify the CITY of its intent to increase the rate and provide the rate computations and a proposed new schedule. The CITY Manager shall promptly schedule the request for a rate adjustment on the next CITY Council agenda at which action could be taken in accordance with all applicable laws and regulations.

### 3.5 Fuel Cost Adjustment.

In addition to the CPI and other rate adjustments provided by this Section, the rates in Schedule C may be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below:

- (a) Not later than November 30 of each year, CONTRACTOR shall notify the CITY of any intent to seek a fuel cost adjustment. CITY may also by such date each year notify CONTRACTOR of its intent to seek a fuel cost adjustment. CONTRACTOR, on its own initiative or at the request of the CITY, shall then submit to CITY a written proposal for a fuel cost rate adjustment, including a report detailing the calculations in accordance with the formula agreed to below. Within thirty (30) days after CONTRACTOR provides the CITY with such proposal and report, the CITY shall notify the CONTRACTOR in writing as to whether the CITY accepts such information as complete or specifying any respect in which the CITY deems such information incomplete or deficient. CITY and CONTRACTOR shall attempt in good faith to review such information and complete all its deliberations in connection therewith within ninety (90) days from the date of submittal of the proposal and report to the CITY. The effective date for any such increase, if approved, shall be April 1.
- (b) The fuel cost adjustment shall be calculated by the following formula:  
$$(1 + ((\text{Fuel Cost Change} - \text{CPI Change}) \times \text{Fuel Percentage})) \times \text{Old Rate} = \text{New Rate}$$

The terms used in the preceding formula shall have the following meanings:  
"Fuel Cost Change" means, for No. 2 diesel fuel, the average price for California No 2-diesel fuel for the twelve (12) month period immediately preceding the submission of a proposal and report by the CONTRACTOR divided by such average price for the immediately preceding 12-month period average price for the calendar year preceding the most recent calendar year. The price used to compute the Fuel Cost Change shall be the price reported by the United States Department of Energy, Energy Information Administration. In the event that price is no longer reported, the parties will designate a new methodology for determining the price based on comparable data. The parties will meet to determine this designation as soon as practically possible. For fuels other than No. 2 diesel, the CONTRACTOR shall calculate the change in fuel cost using the same time periods and a reasonably comparable fuel price index.

"CPI Change" means the average CPI (defined in Section 3.4) for the most recently completed calendar year divided by such average price for the calendar year preceding the most recent calendar year.

"Fuel Percentage" means the CONTRACTOR's total cost for diesel fuel (or such other fuel as is employed by CONTRACTOR) incurred during the most recent calendar year divided by CONTRACTOR's total operating revenue for such calendar year, in both cases calculated for CONTRACTOR's operations district that includes the CITY.

"Old Rate" means each of the rates on Exhibit C, as they may have been previously adjusted or amended.

"New Rate" means the new rate calculated pursuant to the preceding formula that will replace the Old Rate.

This rate adjustment for fuel costs shall be in addition to, and not in lieu of, any other rate increase to which CONTRACTOR may be entitled under this Agreement. Under no circumstances may an adjustment for fuel costs reduce a rate below the base rates as specified in Exhibit C, as increased for changes pursuant to this Section 3. Adjustments for fuel costs shall only be made to increase or reduce (but not below zero) prior adjustments for fuel costs. In addition to the preceding limitations on fuel cost adjustments, the percentage increase or decrease in the New Rate from the Old Rate in any single adjustment for fuel costs shall not exceed 2%.

**Exhibit "B"**

**Notice to Property Owners  
Proposed Annual CPI Increase for Disposal Service**

Each year Corning Disposal Company may request a Refuse Customer Rate Increase limited to the past year's Consumer Price Index (CPI).

A Public Hearing on their proposed rate increase of 5.47% which includes an increase for fuel will be held on **Tuesday, June 28, 2022**. The proposed rates for residences & Senior Citizens are shown in the box below. This increase would amount to \$1.33 for residential customers, and \$0.66 for Senior Citizens service per month. If approved, the new rates will be retroactive to April 1, 2022. There will be a one-time retroactive increase for the months April through June 30, 2022 included in the July 2022 billing.

This Hearing gives the City Council and the Public the opportunity to discuss and object to the proposed rate increase, but, according to the contract, "the City Council shall not unreasonably withhold" the rate increase.

Corning Disposal's Service includes yard waste pickup, street sweeping, recycling, and scheduled large household item pickups per customer per year at no additional cost. A second recycling cart can also be provided free of charge for residential accounts. Recycling is also included for commercial accounts.

<b>Monthly Service Charges for both Residential and Commercial customers is proposed to increase by 5.47%.</b>	
<b>Current</b>	<b>Proposed Rate</b>
<b>Monthly Rate</b>	<b>Effective April 1, 2022</b>
\$24.27 for a 96 gal. roller cart	\$ 25.60
\$22.35 for a 64 gal. roller cart	\$ 23.57
\$12.14 for a 32 gal. Senior Citizen Cart	\$ 12.80
Commercial Rates will go up by 5.47%. The Commercial 96-gal roller cart will be set at \$25.50.	

Since City Code requires all residents to take the disposal service at the negotiated fee, the City believes it must inform every property owner and conduct a public hearing to receive any fee protests. Please contact City Hall at 530-824-7033 if you have questions.

**Only Written Protests** filed by Property Owners **will be counted**. If a majority protests, the rate increase will not be enacted. Protests in writing should be sent to: City Clerk, 794 Third St., Corning, CA 96021 and must be received by June 28, 2022 to be presented to the City Council during the Public Hearing. Written protests may also be personally delivered to the Hearing. Your protest **must** include your name, address, and Assessor's Parcel Number of your property within the City (this is found on your tax bill).

**Notice of Public Hearing**

The City Council encourages you to attend the **Public Hearing**, Tuesday, June 28, 2022, at 6:30 PM, to be held in the City Council Chambers, 794 Third Street, Corning, California.



**CORNING DISPOSAL**  
3281 HIGHWAY 99 W  
CORNING, CA 96021

November 30, 2021

Kristina Miller  
City Manager  
City of Corning  
994 3<sup>rd</sup> Street  
Corning, CA 96021

Dear Ms. Miller,

In accordance with the franchise agreement between the City of Corning and Corning Disposal, Section 3.4 (Annual CPI Rate Adjustment), and Section 3.5 (Fuel Cost Adjustment), we are requesting approval of the attached new rates to be effective April 1, 2022.

The CPI rate adjustment has been calculated using the All Urban Consumers, U.S. city average "for the 12-month period ending on the previous September 30" and resulted in a 5.39% increase. The franchise contract fuel index for the same period increased by 0.08%. The combined CPI and fuel changes result in an increase of 5.47%.

Attached are the supporting schedules for this rate adjustment.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Diana Ramirez". The signature is written in a cursive, flowing style.

Diana Ramirez  
Public Sector Manager



Exhibit "C"



CITY OF CORNING  
CPI CALCULATION

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0  
 Not Seasonally Adjusted  
 Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Index Point Change	
Prior Year CPI - Sep-20	260.280
Current CPI - Sep-21	274.310
Change	14.03
CPI % Change	5.39%

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.28	260.388	260.229	260.474	258.811
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.31	276.589			

3.4 **Annual CPI Rate Adjustment.** Commencing on April 1, 2021 and on April 1 annually thereafter, the rates set forth on Exhibit C shall, subject to CITY Council review to confirm calculations, be adjusted by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers, U.S. city average, All Items ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous September 30. Not later than November 30 of each year, CONTRACTOR shall notify the CITY of its intent to increase the rate and provide the rate computations and a proposed new schedule. The CITY Manager shall promptly schedule the request for a rate adjustment on the next CITY Council agenda at which action could be taken in accordance with all applicable laws and regulations.



**CITY OF CORNING  
FUEL COST ADJUSTMENT CALCULATION**

Adjustment Calculation:	
Diesel % Change	7.35%
CPI % Change	5.39%
Net % Change	1.96%
Fuel as a % of Operating Revenue	4.09%
Adjustment Factor	<b>0.08%</b>

Information for Basis of Calculation:	
<b>Diesel (cents per gallon)</b>	
Oct-20 - Sep-21	\$3.812
Oct-19 - Sep-20	\$3.551
Change	\$0.261
% Change	7.35%

CPI	
Sep-21	274.310
Sep-20	260.280
Change	14.03
% Change	5.39%

Corning Disposal Cost/Revenue October 2018 to September 2019 Actuals	
Fuel Cost	\$313,370
Operating Revenue	\$7,660,185
Fuel as a % of Revenue	4.09%

# EXHIBIT E



**CITY OF CORNING**  
**RATE SCHEDULE**  
 Effective April 1, 2022

CPI	FUEL	Total Adj.
5.39%	0.08%	5.47%

RESIDENTIAL RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective April 1, 2022
<b>Cart Rates</b>				
Roller Carts (64-Gallon)	\$22.35	\$1.20	\$0.02	\$23.57
Roller Carts (96-Gallon)	\$24.27	\$1.31	\$0.02	\$25.60
Senior Citizen Roller Cart (32-Gallon)	\$12.14	\$0.65	\$0.01	\$12.80
Up to 2 - 64 Gallon Recycling and 1 - 96 Gallon Green Waste Carts (included)	\$0.00	N/A	N/A	\$0.00
Additional Recycling or Green Waste Carts	\$5.71	\$0.31	\$0.00	\$6.02

COMMERCIAL AND MULTI-FAMILY RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective April 1, 2022
<b>Cart Rates</b>				
Roller Cart - 1X Week	\$24.18	\$1.30	\$0.02	\$25.50
<b>Bin Rates</b>				
1 Yard - 1X Week	\$77.29	\$4.17	\$0.06	\$81.52
1.5 Yard - 1X Week	\$108.07	\$5.82	\$0.09	\$113.98
1.5 Yard - 2X Week	\$197.73	\$10.66	\$0.16	\$208.55
2 Yard - 1X Week	\$138.94	\$7.49	\$0.11	\$146.54
2 Yard - 2X Week	\$273.47	\$14.74	\$0.22	\$288.43
2 Yard - 3X Week	\$348.97	\$18.81	\$0.28	\$368.06
3 Yard - 1X Week	\$197.73	\$10.66	\$0.16	\$208.55
3 Yard - 2X Week	\$353.82	\$19.07	\$0.28	\$373.17
3 Yard - 3X Week	\$458.20	\$24.70	\$0.37	\$483.26
4 Yard - 1X Week	\$259.43	\$13.98	\$0.21	\$273.62
4 Yard - 2X Week	\$442.98	\$23.88	\$0.35	\$467.21
4 Yard - 3X Week	\$599.07	\$32.29	\$0.48	\$631.84
4 Yard - 4X Week	\$811.68	\$43.75	\$0.65	\$856.08
6 Yard - 1X Week	\$353.82	\$19.07	\$0.28	\$373.17
6 Yard - 2X Week	\$599.09	\$32.29	\$0.48	\$631.86
6 Yard - 3X Week	\$844.24	\$45.50	\$0.68	\$890.42
6 Yard - 4X Week	\$1,063.75	\$57.34	\$0.85	\$1,121.94
6 Yard - 5X Week	\$1,283.26			\$1,353.46
<b>Recycling</b>				
1st Recycle Container up to 2 yards per week are included with service	\$0.00	\$0.00	\$0.00	\$0.00
<b>Larger Recycle Bins (First Container)</b>				
3 Yard Recycle Bin (Additional 1 Yard Charge)	\$43.61	\$2.35	\$0.03	\$46.00
4 Yard Recycle Bin (Additional 2 Yard Charge)	\$63.03	\$3.40	\$0.05	\$66.48
6 Yard Recycle Bin (Additional 4 Yard Charge)	\$109.49	\$5.90	\$0.09	\$115.48
<b>Additional Recycle Carts</b>				
Each Additional 64 Gallon Recycle Cart	\$21.73	\$1.17	\$0.02	\$22.92
<b>Additional Recycle Bins</b>				
Each Additional 2 Yard Recycle Bin	\$63.03	\$3.40	\$0.05	\$66.48
Each Additional 3 Yard Recycle Bin	\$90.07	\$4.85	\$0.07	\$95.00
Each Additional 4 Yard Recycle Bin	\$109.49	\$5.90	\$0.09	\$115.48
Each Additional 6 Yard Recycle Bin	\$149.14	\$8.04	\$0.12	\$157.30

Extra Pickup Rates				
Roller Cart Extra Pickup				\$15.00
1 Yard - Extra Pickup	\$16.91	\$0.91	\$0.01	\$17.83
1.5 Yard - Extra Pickup	\$23.65	\$1.27	\$0.02	\$24.94
2 Yard - Extra Pickup	\$30.43	\$1.64	\$0.02	\$32.09
3 Yard - Extra Pickup	\$43.27	\$2.33	\$0.03	\$45.64
4 Yard - Extra Pickup	\$56.80	\$3.06	\$0.05	\$59.91
6 Yard - Extra Pickup	\$77.47	\$4.18	\$0.06	\$81.71
Temporary Bin Rate				
4 Yard "BIN-A-DAY" 3 Day Rental	\$111.20	\$5.99	\$0.09	\$117.28

ROLL OFF BIN RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective April 1, 2022
Temporary Drop Box Rates				
20 Yard Haul - includes 3 tons*	\$523.64	\$28.22	\$0.42	\$552.28
30 Yard Haul - includes 3 tons*	\$587.09	\$31.64	\$0.47	\$619.20
Compactor Rates				
Compactor Haul Rate - Any Size - does not include tonnage**	\$399.32	\$21.52	\$0.32	\$421.16


\*Disposal over 3 tons are charged actual disposal charges from Tehama County/Red Bluff Landfill

\*\*Customer owned. Actual tonnage is charged from Tehama County/Red Bluff Landfill

ANCILLARY RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective April 1, 2022
Residential				
Extra Pickup on non-service day	Not Available	N/A	N/A	Not Available
Go back charge (same day)	\$49.41	\$2.66	\$0.04	\$52.11
Contamination charge: Recycle & Organics	\$16.00	\$0.86	\$0.01	\$16.88
Overfull Container: all material types	\$16.00	\$0.86	\$0.01	\$16.88
Replace lost or stolen cart	\$93.33	\$5.03	\$0.07	\$98.44
Replace or Exchange damaged container (not caused by WM)	\$93.33	\$5.03	\$0.07	\$98.44
Account reactivation charge (from bad pay) - no delivery	\$49.41	\$2.66	\$0.04	\$52.11
Account reactivation charge (from bad pay) - w/ delivery	\$87.84	\$4.73	\$0.07	\$92.64
Late Payment charge	2.5% of balance (\$5.00 min.)	N/A	N/A	2.5% of balance (\$5.00 min.)
Commercial				
Contamination charge: Recycle	\$55.24	\$2.98	\$0.04	\$58.26
Overfull Container: all material types	\$75.00	\$4.04	\$0.06	\$79.10
Long walk service. Up to 100 feet	\$10.82	\$0.58	\$0.01	\$11.41
Long walk service. 101 to 200 feet	\$21.63	\$1.17	\$0.02	\$22.81
Replace lost or stolen cart	\$93.33	\$5.03	\$0.07	\$98.44
Replace or Exchange damaged container (not caused by WM)	\$93.33	\$5.03	\$0.07	\$98.44
Account reactivation charge (from bad pay) - no delivery	\$49.41	\$2.66	\$0.04	\$52.11
Account reactivation charge (from bad pay) - w/ delivery	\$87.84	\$4.73	\$0.07	\$92.64
Late Payment charge	2.5% of balance (\$5.00 min.)	N/A	N/A	2.5% of balance (\$5.00 min.)
Roll Off				
Roll Off Trip Charge	\$164.71	\$8.88	\$0.13	\$173.72
Per Day rental charge after seven days	\$12.27	\$0.66	\$0.01	\$12.94
Per hour relocation charge	\$30.65	\$1.65	\$0.02	\$32.33
Late Payment charge	2.5% of balance (\$5.00 min.)	N/A	N/A	2.5% of balance (\$5.00 min.)

**ITEM NO.: J-8  
DESIGNATION OF LEAGUE OF  
CALIFORNIA CITIES VOTING  
DELEGATE AND ALTERNATE**

**June 28, 2022**

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

**BACKGROUND:**

Prior to the League of California Cities Annual Conference, which this year is to be held in Long Beach from September 7 – 9, 2022, the City Council always designates its voting delegate and alternate to represent the City at the League of Cities General Assembly. The League By-Laws require that the voting delegate be officially designated by the City Council. Each member City has a right to cast one vote on matters pertaining to Cal Cities Policy.

Funding has been budgeted in the City's fiscal year 2022-23 Budget for Council Members to attend various meetings/conferences, possibly including this year's League Conference. Regardless of whether Council Members attend the Conference, the City should still appoint a delegate and alternate to act on behalf of the City in relation to League of California Cities business.

In past years Council has appointed the Mayor as the voting delegate, with the City Manager as the alternate; however last year the Council appointed the City Manager as the voting delegate with Councilor Hargens as the alternate. These appointees would act only upon direction via vote or consensus of the Council.

**RECOMMENDATION:**

**MAYOR AND COUNCIL SELECT AND APPOINT THE CITIES LEAGUE OF CALIFORNIA CITIES VOTING DELEGATE AND ALTERNATE.**



**Council Action Advised by August 31, 2022**

**DATE: June 1, 2022**

**TO: City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.**

**Please view Cal Cities' event and meeting policy in advance of the conference.**

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities website](#). In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



## **Annual Conference Voting Procedures**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



<b>CITY:</b> _____
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**2022 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Friday, September 2, 2022 to:**  
Darla Yacub, Assistant to the Administrative Services Director  
E-mail: [dyacub@calcities.org](mailto:dyacub@calcities.org); Phone: (916) 658-8254



ITEM NO.: J-9  
AWARD THE SOLANO STREET  
CONSTRUCTION MANAGEMENT AND  
TESTING SERVICE CONTRACT TO  
PSOMAS IN THE AMOUNT OF \$99,886  
AND AUTHORIZE STAFF TO EXECUTE  
CONTRACT

June 28, 2022

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

**SUMMARY:**

The Solano Street Improvement Project consists of, but is not limited to, removing, and replacing existing asphalt improvements, minor concrete site work, striping and minor landscaping improvements at the intersections of Solano Street and 4<sup>th</sup> Street, 5<sup>th</sup> street and 6<sup>th</sup> Street. Additive bid items include 12 decorative solar streetlights and 10 decorative street signs with poles. Construction is anticipated to start on July 5, 2022 with a tentative completion date of the end of August.

Due to the scope of the proposed project staff feels that it would be in the best interest of the City to contract with a consultant to perform construction management service to ensure that the improvements are constructed in accordance with the plans and specifications. Managing and providing construction engineering and inspections would severely impact he City Public Works Staff.

Staff requested a quote to perform the construction management consulting services from Psomas. The scope of work included project management services, construction engineering, construction inspections and materials testing services. See attached proposal for all tasks to be performed. The cost for Psomas and their sub-consultant M.T. Hall & Associates to perform the services is \$99,886.

**FUNDING:**

The proposed corrections will be funded through litigation, at least in part. If costs exceed what is provided through litigation/settlement those costs will need to be funded from the City's General Fund (Non-Measure A). As litigation is ongoing, the exact amount to be funded by the General Fund is unknown at this time. If Council elects to award the additive bid items, the entire amount would be funded from the General Fund.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL AWARD THE SOLANO STREET CONSTRUCTION MANAGEMENT AND TESTING SERVICE CONTRACT TO PSOMAS IN THE AMOUNT OF \$99,886 AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT.**

June 16, 2022

Robin Kampmann, PE  
Director of Public Works / City Engineer  
City of Corning  
794 Third Street  
Corning, CA 96021

**Subject: Proposal for City of Corning – Solano Street Repairs Project – REV1**

Dear Robin:

As requested, I have prepared a scope and fee proposal to provide construction management, inspection and materials testing services for the Solano Street Repairs Project. Work inspected will consist of sidewalk repairs, curb ramps, cold planing asphalt, removal and replacement of stamped and colored concrete crosswalks, placement of HMA and landscaping at 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Streets along Solano Street in the City of Corning.

Psomas will provide full support on this project, utilizing Psomas staff as the Resident Engineer (RE), Office Engineer (OE) and Construction Inspector (CI) duties, along with sub-consultant MT Hall & Associates providing QC/QA Materials Testing for this project. Based on the project communication with City staff, this project is anticipated to be constructed within two months, with pre-construction and pos-construction services in addition to the contract workings days. The project is expected to begin in July 2022 and be completed by the end of August 2022. See list of task-oriented scope of work below, with cost proposal at the end of this proposal.

#### Task 1: Project Management Services

- Statement of Work Items:
  - Oversee and manager Psomas staff and sub-consultants to ensure the City of Corning is receiving the level of service desired.
  - Process contract documentation and invoicing.
  - Site visits for quality control and project management needs.
- Deliverables:
  - Provide compliant invoicing, documentation and budget tracking to City staff.
- Assumptions:
  - Work will not proceed until a contract Task Order has been fully executed and encumbered.

Task 2: Construction Engineering and Inspection

- **Statement of Work Items:**
  - Provide part-time Resident Engineer, inspection and office engineer services to support the Solano Street Repairs project.
  - Maintain project files in compliance with the Caltrans Construction Manual.
  - Track project schedule(s), timelines and completion in compliance with project special provisions.
  - Provide construction services including, but not limited to:
    - Track project costs and overall budget of the construction contract.
    - Prepare daily inspection reports of work performed, labor compliance and ensure work performed is complete.
    - Provide photo documentation of pre-, during and post-construction activities
    - Complete Weekly Statement of Working Days (WSWD's) reports
    - Worker interviews in compliance with Davis-Bacon Act requirements.
    - Monitor, track and execute contract change orders.
    - Review and respond to material and work flow submittals required by contract specifications.
    - Obtain certificates of compliance, bills of lading, etc. to ensure material installed is in accordance with approved materials submittals.
    - Maintain RFI, submittal, material testing and change order logs.
    - Manage and coordinate project meetings, including pre-construction meeting, weekly meetings (if needed) and site specific meetings.
    - Maintain separate As-Builts.
    - Develop 'punch-list' and follow up corrective measures.
    - Provide stormwater site implementation and compliance.
    - Coordinate materials testing for Quality Assurance (QA) level of testing.
- **Deliverables:**
  - Provide access to sharepoint file system to City staff for ongoing project activity.
  - Provide complete file system at project completion in compliance with Caltrans Construction Manual (or modified version as desired by City staff since this project is locally funded).
- **Assumptions:**
  - Normal work hours during weekdays with night-time work for inspection coverage, 8-hours per day.
  - Pre-construction activities to begin in early June 2022, with construction activities anticipated to begin July 2022.
  - Two months of construction activities.

To meet the needs of the Task Order, we propose the following staff, whose resumes I have attached.

- For the Resident Engineer position, we propose Shawn Hagstrom (Psomas).
- For the Office Engineer we will utilize Todd Scott (Psomas).
- Construction Inspection will be provided by Richard Jones (Psomas).
- Materials Testing (QC) will be performed by MT Hall & Associates
- Contract Administrator, we will utilize Christin Ayers.

Predicated on the above, our opinion of probable cost is as shown below. Payment shall be based on an actual time & materials basis using the following rates:

<b>City of Corning</b>					
<b>Solano Street Rehab Project</b>					
<b>COST PROPOSAL</b>					
Consultant Name	<u>PSOMAS</u>				
<b><u>DIRECT LABOR</u></b>					
<u>Classification</u>	<u>Name</u>	<u>Hours</u>	<u>Initial Hourly Rate</u>	<u>Total</u>	
Resident Engineer	Shawn Hagstrom	112	\$ 225.28	\$	25,231
Office Engineer	Todd Scott	102	\$ 136.72	\$	13,945
Construction Inspector	Richard Jones	164	\$ 210.38	\$	34,503
Project Manager	Brendan Ottoboni	8	\$ 230.91	\$	1,847
Contract Administrator	Christin Ayers	12	\$ 83.66	\$	1,004
<b>Subtotal Cost Proposal:</b>				\$	76,531
<b><u>OTHER COSTS</u></b>					
Vehicles (Included in Overhead)				\$	-
Office Supplies				\$	-
Miscellaneous Expenses				\$	-
				\$	-
<b><u>SUBCONSULTANT COST</u></b>					
MT Hall & Associates	(Materials Testing QC)	1	LS	\$	23,355
				\$	23,355
<b><u>TOTAL COST</u></b>					\$ 99,886

Should you have any questions or comments, please do not hesitate to give me a call at 925-628-6196. Psomas is looking forward to being a part of improving Paradise.

Sincerely,



**PSOMAS**  
 Brendan Ottoboni, PE  
 Project Manager

Cc: Brian Fragio, PE

**Labor Utilization**

NAME	FIRM	RESPONSIBILITY	PRE-CON	CON PHASE		POST-CON	TOTAL
			Jun-22	Jul-22	Aug-22	Sep-22	HOURS
Brendan Ottoboni, PE	Psomas	Project Manager	2	2	2	2	8
Shawn Hagstrom, PE	Psomas	Resident Engineer / Structures Rep	16	40	40	16	112
Todd Scott	Psomas	Office Engineer	16	35	35	16	102
Richard Jones	Psomas	Construction Inspector	8	80	60	16	164
Christin Ayers	Psomas	Contract Administrator	4	2	2	4	12
<b>TOTAL Labor Utilization</b>			<b>46</b>	<b>159</b>	<b>139</b>	<b>54</b>	<b>398</b>



**M.T. HALL & ASSOCIATES**

**June 16, 2022**

**PSOMAS**

**ATTN: Brendan Ottoboni**

**DIR# - 1000025222**

**Re: RFP - QA Material Testing Proposal for Solano Street Improvements – City of Corning**

Thank you for giving MT Hall & Associates, the opportunity to submit our cost estimate for the above-referenced project. It is our understanding this project includes field technician for subgrade, aggregate base, concrete, HMA Compaction Testing, Coring, Sampling and associated lab testing. The following scope of work items have been established based on discussion.

**SCOPE OF WORK**

Includes Project Engineering Support, Data Review, Data Entry, & Transmittal of Test Results travel, Compaction Testing

	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Field Technician Subgrade	20 hours	\$150	\$3,000
Field Technician AB	30 hours	\$150	\$4,500
Field Technician HMA (Assumed 2 Days)	16 hours	\$150	\$2,400
Field Technician - OT	4 hours	\$190	\$760
Field Technician Concrete (Assumed 6 Pours)	30 hours	\$150	\$4,500
AB R-Value	1 EA	\$320	\$320
Gradations – AB	3 EA	\$160	\$480
Sand Equivalent – AB	3 EA	\$140	\$420
Durability – AB	1 EA	\$180	\$180
ASTM 1557 Curve – SG & AB	2 EA	\$230	\$460
Concrete Compression Test	30 EA	\$35	\$1,050
Concrete Aggregate Gradation	3 EA	\$160	\$480
Concrete Aggregate Cleanness	2 EA	\$140	\$280
Concrete Aggregate Sand Equivalent	1 EA	\$140	\$140
Concrete Aggregate Moisture	1 EA	\$25	\$25
HMA Oil Content	2 EA	\$180	\$360
HMA Max. Theo. Density	2 EA	\$150	\$300
AGG. Gradation	2 EA	\$160	\$320
AGG. Sand Equivalent	2 EA	\$140	\$280
AGG. Moisture	2 EA	\$25	\$50
RAP Burn & Gradation	2 EA	\$275	\$550
Binder Content Correction Factor	1 EA	\$300	\$300
Administration	1	Lump Sum	\$2,200
<b>Estimated T&amp;M</b>			<b>\$23,355</b>

Important Notes:

1. These fees are only for the testing described in the above scope of work and specifically does not include other improvements not mentioned above.
2. Quantities are estimates only, and any additional tests or hours will be considered extra work and billed on a time and materials basis.
3. All extra work and re-testing will be billed on a time and materials basis.
4. All extra work will need authorization prior to providing such work.
5. No retention shall be held from progress payments.

M.T. Hall & Associates acknowledges that client reserves the right to terminate work on this project at any time prior to the completion of the work described above. Upon such termination, client shall pay M.T. Hall & Associates for the work completed as of the date of said termination. M.T. Hall & Associates will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

This proposal is valid for ninety (90) working days from the date of this letter.

We appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

**MT Hall & Associates**



---

Tom Hall, P.E.  
Construction Service Engineer

**ITEM NO: J-10  
APPROVE AGREEMENT BETWEEN THE  
CITY AND CORNING UNION HIGH  
SCHOOL DISTRICT FOR SCHOOL  
RESOURCE OFFICER SERVICES**

**June 28, 2022**

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

**BACKGROUND:**

For several years, the City has provided an Officer to serve as a School Resource Officer at Corning Union High School. Funding for this has previously been provided through various grants.

Beginning in Fiscal Year 2018/19 the School Resource Officer (SRO) position cost was shared on a 50/50 basis between the City and the Corning Union High School District. The City's portion is budgeted 100% from the General Fund.

The proposed Agreement between the City of Corning and the Corning Union High School District will allow funding to continue the assignment of a School Resource Officer (SRO) shared between Corning High School and Centennial High School. If approved, the Agreement term shall commence on September 1, 2022 and terminate on June 30, 2023.

**FINANCIAL IMPACT:**

If approved, under this Agreement, Corning Union High School District agrees to the following:

- Total monies paid to the City if the Agreement is completed with zero (0) SRO absence from the District for critical incidents and/or emergencies would be \$67,848 for a 9-month period (September through May). This equates to 50% of the total SRO salary, inclusive of benefits;
- The rate shall be billed on a 40-hour week and payable to the City at \$7,538 per month, which calculates to an hourly rate of \$65.24; and
- SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by \$65.24 for every hour, beyond two hours of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.
- The rate shall increase to reflect any salary increase for all members of the Operating Engineers Local Union No. 3 Public Safety Unit during the contract period.
- District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hour work schedule. Costs shall be actual overtime costs paid by the Corning Police Department plus actual administrative costs to process said overtime. The Police Chief has the discretion to limit overtime hours of the SRO and the overtime paid shall be in addition to the compensation set above. All overtime costs are in addition to compensation described in Section II, A.

**RECOMMENDATION:**

**APPROVE PROPOSED AGREEMENT BETWEEN THE CITY AND CORNING UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES BEGINNING SEPTEMBER 1, 2022 AND TERMINATING ON JUNE 30, 2023.**



## **AGREEMENT BETWEEN THE CITY OF CORNING AND THE CORNING UNION HIGH SCHOOL DISTRICT FOR THE PROVISION OF SERVICES AND PLACEMENT OF A SCHOOL RESOURCE OFFICER**

This Agreement is entered into between the **City of Corning**, a municipality of the State of California ("City") and the **Corning Union High School District** ("District"). Collectively, the City and District shall be referred to as the parties.

### **I.**

#### **RESPONSIBILITY OF PARTIES**

1. Pursuant to the terms and conditions herein, the City agrees to perform all of the following:
  - A. Under the supervision of the Corning Police Chief or other person so designated by the Police Chief, a sworn Police Officer shall be assigned to the District as a School Resource Officer during regularly scheduled school days as specified on the District's school calendar, which is attached hereto as EXHIBIT "A" and made part of this Agreement by express reference. Notwithstanding the preceding, should any school day be an official Holiday of the City, the School Resource Officer ("SRO") shall not be assigned to work on any such day.
  - B. City, through its Police Department, shall assign the SRO to the District at a 40-hour per week assignment. The City, through its Police Chief or other responsible person of the Department shall have the discretion to remove the SRO from his or her regular 40-hour per week assignment for purpose of responding to any critical incident or emergency. A critical incident or emergency as used herein is intended to mean any act necessitating SRO response as determined by the City, through its Police Department, including but not limited to staffing shortages. City shall inform the District of any SRO removal as provided in this paragraph and further inform the District of when, approximately, the SRO will resume services at the District. *Removal of the SRO as allowed herein shall result in a reduction in the amount of compensation payable by the District to the City pursuant to this Agreement. In such an event, the parties shall establish a per-hour reduction in what the District pays City for the pay-period in which the SRO was absent as provided for critical incidents and/or emergencies. The parties shall consider the total monies paid to the City if the Agreement is completed with zero SRO absence from the District for critical incidents and/or emergencies, which is **\$67,848.38**. Being 52 weeks in a year, and a 40-hour per week work schedule as mandated by this Agreement, it equates to 2,080 hours or work at **\$65.24** per hour. Any SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by **\$65.24** for every hour, beyond two hours, of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.*
  - C. The SRO shall coordinate enforcement details, including truancy, and utilize the resources available to the Corning Police Department in doing so. It is the goal of the Corning Police Department to maintain a low rate of truancy at the District through enforcement and counseling of students and parents. The SRO, among other duties, shall target violence, gangs, and illegal drug activity occurring at the District, and to work with District Staff, Students, and Parents in combatting these problems.
  - D. The SRO, through use of its Police Department resources and any applicable youth violence prevention program, to educate parents of students attending the District of gang member recognition, early warning signs of illegal drug use, and other issues relating to the health and safety of the students attending the District. The SRO will also attempt to contact parents of any student believed to be involved with gangs, violence, illegal drugs, or other matters of concern to request parental involvement to aid in re-directing the student's behavior.

- E. The SRO shall work with District Staff and Administrators to seek the safest learning environment for the District students, which can include, but is not limited to, communication enhancement, prevention, planning and in school safety training to prevent criminal conduct within the District.
  - F. The City, through its Police Department, will complete quarterly reports of the SRO activity, including total time spent at the District, statistical tracking of crimes reported, and arrests made at the District as the SRO, citations issued by the SRO, the number of truancy contacts, and counseling sessions had through SRO contact and/or diversion efforts. The quarterly reports will be provided to the District Superintendent.
  - G. The person assigned to the SRO position may change during the term of the Agreement. Notwithstanding, the City recognizes the benefit in maintaining assigned consistency in the position and will attempt, in good faith, to allow the person designated SRO to maintain the position for the duration of the Agreement unless circumstances require a change as determined by the Police Chief in his or her absolute discretion.
2. Pursuant to the terms of this Agreement, and during the term thereof, the District agrees to perform all of the following:
- A. Compensate the City as provided in Section II entitled "Compensation" of this Agreement.
  - B. Provide to the City Police Chief a schedule of the calendared school days for the school year and any planned events of which the District desires the SRO to attend that are not regularly scheduled school days and/or within the regularly scheduled school hours. This information is to be provided in writing upon execution of the Agreement for a period of one month. Thereafter, this information is to be provided to the Police Chief every month for the following month's calendar to allow for proper planning and scheduling by the Police Department. Additionally, the City Police Chief may adjust the SRO schedule to allow his or her presence at the non-scheduled school day and/or non-school hour events, which District acknowledges will prevent the SRO from being at the District for 40-hours for the given week in which the non-school day and/or non-school hour events occur.

## II.

### COMPENSATION

- A. District shall pay **\$67,848** to the City for the SRO services described in this Agreement. This amount is calculated at the hourly rate of **\$65.24**, which shall be billed on a 40-hour week and payable to the City at **\$7,538.71** per month for the 9-month school year term (September through May). The parties recognize that the hours may differ each month with Holidays and scheduling, and that at the end of the term the parties will reconcile as needed to ensure payments made for services performed are met; however, for convenience, the parties elect to pay as agreed. This rate shall increase to reflect any salary increase for all members of the Operating Engineers Local Union No. 3 of the International Union for Operating Engineers AFL-CIO for Public Safety Employees of the City of Corning during the contract term.
- B. District shall pay City of a net-30 basis, and this provision shall survive the term of this Agreement.
- C. District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hour work schedule. This cost shall be the actual overtime costs paid by the Corning Police Department plus the actual administrative costs to process the overtime. The Police Chief has the discretion to limit overtime hours of the SRO. The overtime paid shall be in addition to the compensation set above. All overtime costs are in addition to compensation described in Section II, A.

**III.**  
**TERM**

This Agreement shall commence on September 1, 2022 and shall thereafter terminate on June 30, 2023. This Agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum.

**IV.**  
**TERMINATION**

- A. If District and/or City materially fail to perform its responsibilities as established in this Agreement, the non-breaching party shall have the right to terminate the Agreement for cause effective immediately. Upon termination, the District shall pay the City for services rendered through the date of termination. There is no limitation on damages, type, or amount that either party can pursue against the other following an allegation of breach or other warranted basis.

**V.**  
**ENTIRE AGREEMENT, AMENDMENTS, HEADINGS, EXHIBITS/APPENDICES**

- A. This Agreement supersedes all previous MOUs relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. City and District specifically acknowledge that in entering into and executing this Agreement, each are relying solely upon the provisions contained in this Agreement and no others, whether oral or written.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both City and District.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement, such ambiguity, conflict, or inconsistency shall not be construed against one party over the other.

**VI.**  
**NO ASSIGNMENT AND NON-WAIVER**

This Agreement is not assignable. The waiver by either party of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

**VII.**  
**INDEPENDENT CONTRACTOR**

The parties are construed as independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow one party over the other to exercise discretion or control over the professional manner in which they perform their work or services that are the subject matter of this Agreement.

**VIII.**  
**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AND INSURANCE  
COVERAGE**

- A. To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless District, its Elected Officials, Officers, Employees, Agents, and Volunteers against all liability, claims, suits, actions, costs, expenses, damages, judgements, or decrees arising from the

provision of services undertaken by the SRO pursuant to this Agreement. City shall also, at City's own expense, defend the District, its Elected Officials, Officers, Employees, Agents, and Volunteers against any liability, claim, suit, action or proceeding brought against District, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the actual work performed by the SRO. The obligations of this paragraph survive the termination of this Agreement.

- B.** District shall, at District's own expense, defend the City, its Officers, Employees, Police Department and its Officers, Board Members, Agents, and Volunteers against any liability, claim, suit, action or proceeding brought against City and/or any of its Police Department members or the Department itself, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the District's performance, or non-performance, of any obligation set forth in this Agreement and/or for performance of non-obligations beyond the Agreement that create liability, loss, damage, or harm of any kind in which the City and/or any of its paid Staff are made a party to the litigation as a result of such actions or non-actions of the District. The obligations of this paragraph survive the termination of this Agreement.
- C.** District shall secure and maintain, at all times during the term of this Agreement, Commercial General Liability Insurance, or participation in a Self-Insurance Program with minimum limits of one million combined single limit bodily injury and property damage. On request by City, District shall provide a Certificate of Insurance or other evidence demonstrating compliance with this provision of the Agreement.
- D.** Each party has the absolute discretion to determine whether a settlement of any claim, liability, lawsuit, demand, or litigation, as to that party, is acceptable or should otherwise be had; however, where the claim, liability, lawsuit, demand, or litigation is the sole obligation of the other party as established in Section VIII (A) or (B), the party responsible for indemnification, defense and/or hold harmless obligations shall have the right to take control of the matter through their retained counsel so long as the obligations of this Section are being met and are thereafter satisfied, including but not limited to any indemnification and/or defense obligation.

## **IX.**

### **MISCELLANEOUS**

- A.** Each party shall promptly notify the other of any claim being threatened or advanced that arises from the terms of this Agreement. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B.** Any dispute between the parties, or any claim for declaratory relief seeking an interpretation of this Agreement, shall be governed by the laws of the State of California, and shall be filed and prosecuted through dismissal or judgement in the Tehama County Superior Court.
- C.** Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- D.** District represents that it is in compliance with and agrees that District and City shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines pursuant thereto and actually and legally applicable to the City.

E. If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal or State statute or regulation or County and/or City Ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**X.**  
**NOTICES**

A. Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

**If to District: Corning Union High School District**  
**Attn: Jared Caylor, Superintendent**  
**643 Blackburn Avenue**  
**Corning, CA 96021**  
**(530) 824-8000**

**If to City: City of Corning**  
**Attn: Kristina Miller, City Manager**  
**794 Third Street**  
**Corning, CA 96021**  
**Phone: (530) 824-7034**

B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section X and shall be deemed to be effective immediately.

**IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this MOU and to bind the Party on whose behalf his/her execution is made.**

**DISTRICT:**

**CITY OF CORNING, CALIFORNIA:**

\_\_\_\_\_  
**Jared Caylor, Superintendent**

\_\_\_\_\_  
**Kristina Miller, City Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**LEGAL COUNSEL:**

**LEGAL COUNSEL:**

\_\_\_\_\_  
**Collin Bogener, City Attorney**

**ATTEST:**

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

**ITEM NO: J-11  
APPROVE AGREEMENT FOR P.O.S.T.  
LAW ENFORCEMENT POLICE  
TRAINING ACADEMY SPONSORSHIP  
FOR DANNETTE ROSS**

**June 28, 2022**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS  
FROM: KRISTINA MILLER, CITY MANAGER  
JEREMIAH J. FEARS, CHIEF OF POLICE**

**SUMMARY:**

At the March 22, 2022 City Council Meeting, Council authorized the continuation of Police Dispatcher Dannette Ross' existing salary during her Police Academy attendance. Staff now seeks Council approval of the Law Enforcement Police Academy Trainee Sponsorship and the associated Agreement and Conditions of P.O.S.T. Law Enforcement Training Academy Costs and Employment with Police Department for the City of Corning.

The City has successfully sponsored Police Officers through the Academy, two Officers previously sponsored remain on the Department. The below financial information, approved by City Council on March 22, 2022, relating to the sponsorship of Police Dispatcher Dannette Ross is reflected in the proposed Agreement.

**FINANCIAL:**

The cost of a six-month Butte College Basic Law Enforcement Academy this semester is \$6,000. City Council approved continue Dannette Ross her continued Police Dispatch salary step E for the Police Trainee position (including benefits). Contingent of Mrs. Ross completing all requirements of the academy, including class registration, agility, background, psychological evaluation, and live scan. The total cost will be approximately \$58,026.95.

<b>Description</b>	<b>Costs</b>
Academy	6,000.00
Uniform (uniform card, badge, carrier, body armor)	2,296.45
Salary(6mos) including current benefits \$7482 month	44,892.00
Background	1,896.00
Health Physical	287.00
Credit Check	12.00
Psych Evaluation	425.00
Live Scan	73.50
Lunch during Academy (15\$ (143 days) a day)	2,145.00
<b>Total</b>	<b>\$ 58,026.95</b>

Mrs. Ross shall become a full-time Police Officer at Step "A" (\$5,391/mo.) of the City's Police Officer pay-scale contingent upon her successful completion of the Law Enforcement Basic Academy and the six criterions listed in the proposed Agreement (Section D; a-f).

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE PROPOSED AGREEMENT AND CONDITIONS FOR SPONSORSHIP OF DANNETTE ROSS AS A POLICE TRAINEE ATTENDING THE P.O.S.T. LAW ENFORCEMENT TRAINING ACADEMY.**

## **AGREEMENT FOR THE PAYMENT OF PEACE OFFICER STANDARDS AND LAW ENFORCEMENT TRAINING ACADEMY COSTS**

THIS AGREEMENT, effective as of June 28, 2022 (the "Effective Date"), by and between DANNETTE ROSS (hereinafter "Police Officer Trainee"), and the City of Corning, California, which is a General Law City located at 794 Third Street, Corning, California 96021 (hereinafter "City").

### **RECITALS**

WHEREAS, Police Officer Trainee plans to attend a 23-week Peace Officer Standards and Training ("POST") Basic Law Enforcement Training Academy course and any subsequent customary and/or necessary testing to allow for employment as a Peace Officer in the State of California; and

WHEREAS, Police Officer Trainee will incur significant costs in completing the basic POST training, which the parties acknowledge is not considered an employer-mandated expense of discharging the duties of employment within the meaning of Labor Code, § 2802, but is rather an expense which is to be borne by the individual Officer as defined in *In Re Acknowledgment Cases, 2015 Cal. App. LEXIS 770* (Cal. App. 4<sup>th</sup> District, August 12, 2015); and

WHEREAS, The City desires to pay such non-mandated costs as further outlined herein upon Police Officer Trainee agreeing to satisfactorily complete basic POST training within the 23-week period, to use good faith efforts to pass all subsequent and customary testing mandated by the State and the City for employment as a Peace Officer. Upon execution of this Agreement, Police Officer Trainee will continue to be considered an employee of City to be paid based upon current hourly rate based upon the rate of FOUR THOUSAND, EIGHT HUNDRED, AND THIRTY-TWO (\$4,832.00) per month plus medical, dental and vision coverage.

### **AGREEMENT**

NOW, THEREFORE, the parties incorporate the Recitals into this Agreement as though fully set forth below, and with recognition that good and valuable consideration is had by both parties, the receipt of which is hereby acknowledged, agree as follows:

#### **A. Obligations of City:**

1. City agrees to pay up to *ten thousand dollars* (\$10,000.00) for POST Basic Law Enforcement Training Academy enrollment costs (enrollment fee, ammunition, uniforms and equipment, books, etc.) which shall be paid directly to the basic POST academy in which Police Officer Trainee is enrolled. *Police Officer Trainee shall arrange for billing of enrollment costs for POST training to be sent directly to City for payment.*
2. City shall also pay the non-Union represented Police Officer Trainee the wage on a monthly basis rate of FOUR THOUSAND, EIGHT HUNDRED, AND THIRTY-TWO (\$4,832.00) per month, of which shall begin upon commencement of the academy. Medical, dental and vision coverage shall begin as soon as selected benefit plan allows following execution of this Agreement, with the City contributing such plans up to \$1,890.00 per month. The Police Officer Trainee shall pay any remaining costs of

insurance. The Police Officer Trainee will remain a Miscellaneous employee under the contract with the California Public Employees Retirement System 2.0% @ 62, 3-year final compensation as defined by CalPERS. The member contribution rate is up to 7.0%.

3. City shall also pay to the Police Officer Trainee a bonus of ONE THOUSAND DOLLARS (\$1,000.00) upon completing the Academy with an overall POST score/ranking that is the top five of their class.

**B. Representations and Warranties of Police Officer Trainee:**

1. Police Officer Trainee represents and warrants that they presently possess, and shall maintain, all of the following minimum criteria until termination or completion of the terms of this Agreement:
  - (a) A valid California Driver's license;
  - (b) Satisfactory driving record;
  - (c) High School Diploma or General Education Development (G.E.D.) certification;
  - (d) United States Citizenship;
  - (e) The lawful ability to possess guns;
  - (f) Be twenty-one (21) years of age upon completion of POST training;
  - (g) That Police Officer Trainee has not been charged with, have any involvement in, or alleged by a law enforcement agency to have committed a felony or misdemeanor violation; and
2. That during the term of term of this Agreement and prior to the receipt of an offer of employment, Police Officer Trainee shall immediately notify the City Police Chief of any direct contact with law enforcement on a matter directly concerning Police Officer Trainee.
3. That Police Officer Trainee agrees to utilize the payments identified in Section (A)(1) of this Agreement for payment, or repayment, of costs/fees including but not limited to ammunition, equipment, and/or housing/travel costs directly related to the completion of basic POST training.

**C. Obligations of Police Officer Trainee:**

1. Satisfactory completion of basic POST training within 7 months of execution of this Agreement, unless extended a greater duration by mutual and written assent of the parties.

**D. Conditional Offer of Employment:**

1. Upon satisfactory completion of basic POST training as required herein, Police Officer Trainee shall become a full-time Step "A" Police Officer with the City on a condition of the successful completion of the following:
  - (a) Psychiatric evaluation;
  - (b) Physical examination,
  - (c) Drug screening,
  - (d) An administrative review;
  - (e) Demonstration of completion of Basic POST Training by Police Officer Trainee with satisfactory results, and



- (f) Any other customary testing associated with the peace officer employment in the State of California.
- 2. That any offer of employment be subject to the terms and conditions of the existing Memorandum of Understanding between the Operating Engineers Union Local No. 3 and City.
- 3. That the position of Full-Time Step "A" Police Officer is subject to a one-year probationary period. If, during this one-year probationary period, the Chief of Police determined that the individual is not performing to the standards of the Corning Police Department, the position may be immediately terminated.

**E. Reimbursement of Costs to City:**

- 1. Police Officer Trainee shall be obligated to repay City the monies received as set forth in Section (A)(1) of this Agreement upon any of the following circumstances:
  - (a) Electing to terminate enrollment and/or completion of basic POST training for reasons that are unrelated to a health condition, a family emergency or other unforeseen circumstance that prevents the Police Officer Trainee's continued enrollment or completion of basic POST training;
  - (b) Refusal or rejection of a conditional offer of employment for reasons unrelated to an unforeseen medical condition, family emergency or other unforeseen condition that does reasonably permit Police Officer Trainee to accept the conditional offer of employment;
  - (c) That any representation or warranty set forth in Section (B)(1) of this Agreement is determined to be incorrect;
  - (d) That Police Officer Trainee, upon acceptance of the conditional offer of employment and achieving satisfactory results in all testing set forth in Section (D)(1) of this Agreement, fails to complete three years of continued employment as a peace officer with the City. Termination for reasons of a physical or mental incapacity that precludes the Police Officer Trainee from performing the duties of a Police Officer shall not constitute a breach of this Agreement if a licensed physician approved by the City certifies that the Police Officer Trainee, then employee, is unable to perform the duties of a Police Officer.
- 2. In the event that the Police Officer Trainee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.
- 3. Repayment to the City under Section (E) of this Agreement shall be made in United States dollars and occur within 30-days after receipt of written demand by City for repayment.

**F. Miscellaneous Terms:**

- 1. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full

force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

2. The waiver of any covenant or condition by the City shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the City may have pursuant to the terms of this Agreement.
3. In the event of breach of this Agreement, Police Officer Trainee agrees and consents to the City withholding any and all sums due to Police Officer Trainee (as an employee) from the City, to include wages, contributions to the retirement accounts and unpaid leave as a setoff against the damages described above and where allowed under applicable laws. Police Officer Trainee further agrees to pay all court costs, attorney's fees and other costs incurred by the City in an action to enforce this Agreement and/or to collect the damages provided for herein.
4. This Agreement may not be assigned to any other person, firm, or organization without the express written consent of City.
5. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.
6. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

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

\_\_\_\_\_  
**Kristina Miller, City Manager**  
**City of Corning, California**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Jeremiah Fears, Chief of Police**  
**City of Corning, California**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dannette Ross**  
**Police Officer Trainee**

\_\_\_\_\_  
**Date**

**ITEM NO.: J-12  
APPROVE AGREEMENT WITH THE PASKENTA  
BAND OF NOMLAKI INDIANS FOR THE CITY  
TO PROVIDE INDEPENDENT CONTRACTOR  
SERVICES TO THE TRIBE FOR THE  
IMPLEMENTATION OF THE CORNING  
RECREATION PROGRAM**

**June 28, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: KRISTINA MILLER; CITY MANAGER**  
**CHRISSE MEEDS, RECREATION COORDINATOR**

**BACKGROUND:**

The City was awarded \$200,000 in 2018, \$130,000 in CY 2019, \$75,000 in 2020, and \$100,000 in 2021, and \$60,000 thus far in 2022 to implement a Youth Recreation and Enrichment Program through the Promise Neighborhood Grant administered by the Paskenta Band of Nomlaki Indians. The funding allowed the City to develop a new recreation, youth enrichment, and educational program, known as Corning Recreation. Funding can be used for the salary of a Recreation Coordinator, course/program Instructors, volunteer stipends, materials/supplies, and online reservation software. Assuming available Federal funding, it is anticipated the Agreement will again be extended for the period of July 1 through December 31, 2022 at \$60,000. There is a 50% grant match requirement, which the City has met with the value of Rodgers Theatre and other costs not allowable per the grant. Beginning January 1, 2023, the City will be responsible for 100% of program costs. The City exceeded all programmatic goals of the grant since its inception, except for in CY 2020 where program participation was significantly impacted due to the COVID-19 pandemic.

**CONTRACTUAL TERM/RESPONSIBILITIES:**

**Term:** July 1, 2022 through December 31, 2022.

**Responsibilities:**

**CC.Y6.N.1 Youth Recreation & Enrichment Program (7/1/22 – 12/31/22, not to exceed \$60,000):**

- a) Continues funding for the Corning Youth Recreation and Enrichment Program with a goal that at least 750 children/youth must participate in the program in calendar year 2022. The Paskenta Band of Nomlaki Indians understands reaching these goals could be impacted by the COVID-19 pandemic.
- b) City will provide quarterly reports to Promise Neighborhood.

**FINANCIAL:**

- Contract is not to exceed \$60,000 for the term of July 1, 2022 – December 31, 2022.
- Funding contingent upon congressional appropriation and evidence of successful implementation, executing and fulfillment of local objectives.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. APPROVE AGREEMENT FOR CITY TO PROVIDE INDEPENDENT CONTRACTOR SERVICES TO THE PASKENTA BAND OF NOMLAKI INDIANS AS IT RELATES TO THE AWARDED UNITED STATES DEPARTMENT OF EDUCATION GRANT, PR/AWARD NO. U215B160003-16B IN THE AMOUNT OF \$60,000; AND**
- 2. AUTHORIZE THE CITY MANAGER TO SIGN ALL ASSOCIATED DOCUMENTS.**

## INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made and entered into as of the first day of **July 01, 2022**, by and between the Paskenta Band of Nomlaki Indians (the "Tribe"), a federally recognized Indian tribe, and the **City of Corning** ("Contractor").

WHEREAS, the United States Department of Education awarded PR/Award Number U215B160003 to the Tribe for the Everett Freeman Promise Neighborhood Initiative:

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

WHEREAS, the United States Department of Education awarded a grant (the "Grant Funds") to the Tribe supporting a continuum of solutions to improve the academic and developmental outcomes of children, youth and young adults residing within the Corning Union Elementary School District attendance area and to students currently enrolled in the Corning Union High School District;

WHEREAS, the Tribe has determined that successful administration of the Grant requires partnerships with local entities such as Contractor to achieve cradle-to-college and career outcomes and desires to engage and contract for the services of Contractor to perform certain tasks as set forth herein;

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

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

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

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

**2. Relationship of Parties/Independent Contractor Status.** Contractor shall provide services related to managing the Grant Funds, as more particularly described in **Exhibit A** attached to this Agreement (the "Scope of Work"), to and on behalf of the Tribe hereunder as an independent contractor, and nothing contained in this Agreement shall be construed to create the relation of employer and employee between the Tribe and Contractor.

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

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

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

*(d) Equipment.* Use of equipment and/or supplies purchased with Promise Neighborhood federal funds shall be governed by the Office of Management and Budget (OMB) Guidance (2 CFR 200.313 and 200.315) and any applicable successor guidance

from the OMB. Contractor acknowledges Contractor has reviewed such guidance and shall comply with all current and any future OMB requirements set forth therein.

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

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

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

3. **Term.** The term of this Agreement shall commence on **July 01, 2022**, and unless sooner terminated in accordance with the terms of this Agreement, and shall end on **December 31, 2022**.

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

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

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

- (a) by the mutual agreement of both parties;
- (b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party;
- (c) by either party with sixty (60) days prior written notice; or
- (d) by the Tribe upon at least fourteen (14) days' prior written notice in the event that the Grant Funds do not receive congressional appropriation for the full term of this Agreement.

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

- (a) deliver to the Tribe all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);
- (b) deliver to the Tribe all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material;
- (c) permanently erase all of the Confidential Material from Contractor's computer or other device systems; and
- (d) certify in writing to the Tribe that Contractor has complied with the requirements of this clause.
- (e) Return equipment and supplies to the Tribe as required by OMB Guidance, including 2 CFR 200.313 and 200.315 and all applicable successor guidance.

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

Contractor shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance. Contractor shall promptly provide the Tribe copies of such records as requested by the Tribe. Notwithstanding the foregoing, or anything to the contrary contained herein: (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Department of Education and the Regional Office of the Environmental Protection Agency. (b) Contractor certifies that it is not listed on the government-wide exclusions in the System for Award Management (“SAM”) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” Contractor shall promptly notify the Tribe if it becomes listed in SAM and shall immediately forfeit all rights hereunder. (c) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (d) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines. (e) Contractor acknowledges that the Grant Funds have been awarded pursuant to Catalog of Federal Domestic Assistance Fund for the Improvement of Education Number 84.215 (“CFDA 84.215”). Contractor shall abide by all requirements of CFDA 84.215, including but not limited to reporting, audit and recordkeeping requirements. Contractor shall provide reports, undergo audit(s) and maintain records as required under CFDA 84.215 in the forms and formats specified therein.

#### **8. Compliance with Tribe Policy on Background Investigations.**

##### *(a) Background Investigations.*

- (i) In compliance with the Policy and federal law, Contractor agrees to subject all Contractor Personnel to a fingerprint check through the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- (ii) Contractor will ensure that background investigations are conducted at no cost to the Tribe; however, Contractor may expend Grant funds to comply with the Policy’s background investigations requirements.
- (iii) No Contractor Personnel will be permitted to perform work in connection with the Grant unless the Tribe is satisfied that the individual has the necessary overall character and fitness to care for the safety and well-being of a child, as determined in accordance with Section 11 of the Policy.



- (iv) Contractor shall maintain in its internal records copies of the results of all investigations performed under this Agreement, which must detail each step taken during the investigation.
- (v) Contractor will certify to the Tribe in writing that there is nothing in the background investigation of each Contractor Personnel performing services in connection with the Grant indicating that Contractor Personnel may perform work for the Tribe without being in conflict with the Policy, federal law, or this Agreement. Contractor's certification to the Tribe shall be in the form attached hereto as **Exhibit B** (the "Certification") as a way to ensure compliance with the Policy, Contractor shall promptly deliver all required Certifications to the Tribe.
- (vi) All background investigations conducted by Contractor shall comply in all respects with the Fair Credit Reporting Act. In doing so, Contractor shall take all steps to maintain the confidentiality of the investigation process and to ensure that the Tribe is only notified of final determinations of Contractor via delivery of the Certifications.
- (vii) The Tribe, at its sole discretion, retains the right to approve or disapprove all Contractor Personnel providing services in connection with the Grant at any time.

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

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

## **9. Proprietary Information.**

(a) Contractor hereby acknowledges that the Tribe has made, or may make, available to Contractor certain confidential financial information, membership information, and other confidential and/or proprietary information of, or licensed to, the Tribe (the "Confidential Material"). Contractor and all Contractor Personnel shall treat as confidential and proprietary any Confidential Information belonging to the Tribe or any third party that is disclosed to Contractor or any Contractor Personnel, or that Contractor or any Contractor Personnel otherwise becomes aware of, in the course of Contractor's services under this Agreement. The Confidential Material is the exclusive property of the Tribe. Contractor shall not, without the prior written consent of the Tribe, disclose or reveal any of said Confidential Material to any third party or use such information for any purposes other than to provide the services required under this

Agreement. Contractor further agrees to comply with all reasonable rules established from time to time by the Tribe for the protection of the confidentiality of the Confidential Material. Notwithstanding the foregoing, Contractor may disclose Confidential Material to the extent so required by law or order of court or government agency; provided, that Contractor uses best efforts to give reasonable prior notice of any such disclosure to the Tribe.

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

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

**PASKENTA BAND OF NOMLAKI INDIANS**

By:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF CORNING**

By:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF CORNING**

**I. SERVICES**

**COMPONENT 1: CC.Y6.N.1.**

**Program Name: Youth Recreation and Enrichment Program**

**Jul 2022 – Dec 2022: \$60,000**

Contribute to Promise Neighborhood Results: # and % who demonstrate age-appropriate functioning at three years old and at the start of kindergarten (GPRA 2); # and % of students at or above grade level on the state English Language Arts assessment and math (GPRA 4); # and % of physically active students (GPRA 8); # of students who feel safe (GPRA 10); and, # and % of parents who read to their children (GRPA 12).

Description: The City of Corning will manage the Recreation and Enrichment Program. The City of Corning will provide a range of diverse recreation, enrichment, and educational programs in support of improving the mental, physical well-being, and learning outcomes of children and youth, birth to high school, living in the footprint.

All the recreation and enrichment activities offered must support the goal of supporting the improvement of educational and developmental outcomes. Activities not previously approved will require written approval by the Paskenta Band of Nomlaki Indians Tribe - Corning Promise Director before implementation of the proposed activity to ensure the activity adheres to federal grant regulations.

The City of Corning will:

- Engage community partnerships to strengthen programming and services.
- Provide programs that serve all ages, all abilities, and diverse cultural and language backgrounds.
- Take the necessary precautions to ensure the safety of all the participants.
- Implement strategies to increase program access.
- Assess the needs and desires expressed by target populations in the region and offer recreational and enrichment activities to create alignment.
- Acknowledge the funding sources on all marketing material, including adding the Corning Promise logo on all published material - flyers, posters, social media, and webpage postings.
- Keep an inventory of all supplies and devices purchased using Promise Neighborhood grant funds.

All equipment and supplies will be governed by the Office of Management and Budget (OMB) Guidance (2 CFR 300.313 and 200.314) and all applicable successor guidance from the OMB. Promise Neighborhood funds can only be used to supplement, not supplant, current programs and resources.

Indicators: Promise Neighborhood has developed the following specific outcomes to assess the program's success and to determine the ongoing allotment of grant funds:

- By December 31, 2022, more than 750 children and youth will participate in the City of Corning Youth Recreation and Enrichment Program (the total is for the entire 2022 calendar year).
- The number of participants served by program activities will be reported on the quarterly report by type of activity.

## **II. PAYMENT SCHEDULE**

Payment on this Contract will not exceed **\$60,000** for the term **July 01, 2022 – December 31, 2022**. The City of Corning will be reimbursed for staffing, materials, and other services incurred in the implementation of the Recreation and Enrichment Program that benefits the cradle-to-high school population. Invoice(s), requested **monthly and no later than quarterly**.

Funds for this term are contingent on Congressional approval of funds and evidence of successful implementation, execution, and fulfillment of local objectives and compliance with federal regulations. Prior written approval is required for any items and/or activities not explicitly outlined in the Scope of Work or were not previously approved.

Limitations on use of Promise Neighborhood Grant funds: PN funds *cannot* be used to purchase or reimburse food, beverages, supplies, for personal use, purchase gift cards, incentives for participants (i.e. t-shirts, etc.), and any items not previously approved and not in compliance with the federal code of regulations.

## **III. MATCHING CONTRIBUTION**

Partnering contractors will provide matching contributions or in-kind contributions as part of the Contract.

The Contractor will maintain the necessary documentation to support matching (in-kind) funds and will submit a letter of in-kind bi-annually to the Corning Promise Project Director. The substantiating contribution must be supported by detailed records, and compliant with federal requirements.

## **IV. PROGRESS MONITORING**

The Contractor will provide a summary of their project and progress in achieving tasks in a report and/or meet with the Project Director. The reports will be submitted on *July 15* for January 1 – June 30 activities and, on *January 15* for July 1 – December 31 activities.

## **V. PRODUCTS AND PUBLICATIONS**

All products and publications services funded under this contract use the following statement: *“Funding for these services is in part through a U.S. Department of Education Promise Neighborhood Grant Program (CFDA 84.215N) administered by the Paskenta Band of Nomlaki Indians”*.

The Corning Promise logo will be used on all published material, including flyers, posters, social media, and webpage postings.

**EXHIBIT B**

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



We, the undersigned Independent Contractor, hereby certify, to the Paskenta Band of Nomlaki Indians ("Tribe") that **City of Corning** ("Independent Contractor") has determined in accordance with the Independent Contractor Agreement ("Agreement") between the Tribe and **City of Corning**, dated July 2018, and the Tribe's Public Law 101-630 Background Investigation Policy ("Policy") that \_\_\_\_\_ ("Employee"):

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

OR

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

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

Independent Contractor: **City of Corning.**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ITEM NO.: J-13  
ADOPT RESOLUTION 06-28-2022-01  
SETTING THE APPROPRIATIONS AND  
EXPENDITURE LIMITS FOR ALL CITY  
FUNDS TO IMPLEMENT THE FISCAL  
YEAR 2022-2023 BUDGET**

**June 28, 2022**

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

**FROM: KRISTINA MILLER, CITY MANAGER  
ROY SEILER, CPA; ACCOUNTING CONSULTANT**

**INTRODUCTION:**

City Staff hereby presents the City Council with the proposed "Annual Program of Service and Fiscal Year 2022-2023 City Budget".

**BACKGROUND:**

Attached you will find the proposed FY 2022/2023 budget. The one-half cent sales tax (Measure A) is estimated to yield \$1,350,000 in FY 2022/2023. A significant amount of capital improvement is proposed to be funded this year. There are also significant increases to salaries and benefits as a result of the Memorandum's of Understanding being approved with the Public Safety, Dispatch, Management, and Miscellaneous bargaining units. There are two budgets proposed: An as-is budget, and a budget with the following additional personnel:

Full-Time Maintenance Worker/Meter Reader  
Police Officer  
Police Officer promoted to Sergeant  
Contracted Grant Administrator

**SUMMARY:**

If approved in their entirety the Budget will:

- Continue to maintain "full-time" Municipal Operations at current staffing levels.
- Includes a budgeted 4.0% pay increase effective the first pay period in January 2023 for all employees in the Miscellaneous, Public Safety, Dispatch, and Management Bargaining Units.
- Continue the independent Planning Consultant arrangement (at approximately 7 hours per week with Scott Friend), the Public Works Consultant and Engineering Services Agreements (at approximately 19 hours per week), and CPA Services Agreement with Roy Seiler on an as-needed basis.
- Fund the Recreation Program utilizing existing grant funding for six months and General Funds for the remainder of the year. This is the last six months of funding.
- \$250,000 will be utilized from Measure A to fund Dispatch. These funds are necessary to reduce losses to the General Fund.
- \$343,871, \$183,560, and \$184,401 to Capital Improvement and Replacement Reserve transfers from Measure A are proposed to be funded for the future replacement of City equipment for the Fire, Police, and Public Works, respectively.
- The replacement of 1 desktop at the Police Department and 2 desktops at the Fire Department.
- \$250,000 for the Awning Grant Program and \$300,000 to support the initial engineering studies for the water and sewer extension across Interstate 5 utilizing American Rescue Plan Act funds.
- \$147,733 in funding set aside to support the replacement of the City's Finance Software in FY 2023/2024.



- \$15,000 in funding to support Code Enforcement clean-up projects.
- \$5,000 to support the Corning Market and \$2,500 to support local community-organized events.
- \$11,500 in ADA Improvements to City Buildings, the Library and Rodgers Theatre.
- \$10,000 for safety improvements to the front counter at the Finance Department.
- \$8,000 in funding for the K-9 Program.
- \$51,500 to support the Animal Shelter Services Agreement with the County.
- \$200,000 in additional street projects and/or street maintenance from Measure A.
- \$200,000 is being re-budgeted for the Clark Park parking lot as it will be completed after the beginning of the fiscal year.
- Demolition, hazardous clean-up and pre-construction costs for the Recreation Center and City Plaza in the amount of \$1,195,000.
- \$1,009,000 in funding for the West Street School Safe Routes to Schools Project.
- \$858,000 in funding for the Olive View School Safe Routes to Schools Project.
- The following items identified within the Capital Improvement Program:

<b>Capital Improvement Proposed Funding</b>		
<b>Type</b>	<b>Dollar Amount</b>	
Patrol Vehicle	75,500	Police Capital Replacement Reserves
Radar Signs	16,500	
Almond Street/ Fig Street	500,000	Street Funds
Water Meter Replacement	25,000	Water Fund
Variable Frequency Drive for Well No. 3	50,000	
SCADA system for well system	100,000	
Replace Roof at WWTP	61,500	Sewer Fund
Mechanics Truck	50,000	25% each Public Works Reserve Fund, Water Fund, Sewer Fund, and Streets Fund
Hydrovac Excavator Trailer	100,000	50% Water, 50% Sewer Fund
Playground Replacement at Northside Park	106,259	Measure A
Alternative Bid #1 Decorative Street Light and pole and street signs	84,909	
Transportation Center Roof Repair	61,500	General Fund
PAPI System Repairs	122,222	Grant-Funded
<b>Total</b>	<b>\$1,353,390</b>	

\*Due to delays at the manufacturing plant the patrol vehicle requested is a roll over from FY 21/22.

We've continued the budget format utilized last year. In the staff report we have included many of the charts that were provided last year. All recommended expenditures are accounted for in the budget document and/or described in this staff report.

### **EXECUTIVE SUMMARY:**

- **FY 2022/2023 Total Projected City-wide Revenues (excluding transfers): \$17,318,275.**
- **FY 2022/2023 Total Expenditures As-Is and Added Personnel, respectively (excluding transfers): \$19,315,726 and \$19,524,660, respectively.**
- **Anticipated General Fund Revenues/Transfers-In and Measure A Revenues will total \$7,482,100 and \$1,355,000, respectively.**
- **The As-Is budget proposal projects General Fund and Measure A Budgeted Expenditures to be: \$7,645,232 and \$1,353,000, respectively.**
- **The Added Personnel budget proposal projects General Fund and Measure A Budgeted Expenditures to be: \$7,812,478 and \$1,353,000, respectively.**
- **The As-Is budget and Added Personnel budget, project General Fund Reserves will decrease by \$163,132 and \$330,378, respectively during FY 2022-2023. Measure A Fund Reserves will decrease by \$3,000 during FY 2022-2023, as indicated in Exhibit A and B.**

### **BUDGET FORMAT:**

The budget document presented tonight has two primary components: This "Budget Message" staff report with pages marked in lower case Roman Numerals, and the large binder document labeled "City of Corning 2022-2023 Budget & Program of Services" with regular page numbers. The document should be considered a "Draft" at this time.

Following this budget message is the Table of Contents and the Financial Projections Tab. Use the information under that tab to understand the financial status of the City's important funding sources.

The next two Tabs display the sources and history of the "General Fund" and all "Other Fund Revenues". There is a detailed narrative explaining each revenue source. The Department Summaries provide a short history of expenditures in each of the City's Departments. Individual expenditure plans for each Department are provided for detailed review.

### **IMPLEMENTING THE PROGRAM OF SERVICE AND ANNUAL BUDGET:**

Staff will present their budget recommendations to the City Council. Council will also listen to the public's comments and suggestions, and then deliberate and make any changes deemed necessary and/or appropriate.

The City Manager and Accounting Consultant Roy Seiler, CPA will then incorporate those changes in a final budget Resolution document. The current schedule anticipates Council to work toward completing the budget review in order to adopt the Resolution at the June 28, 2022 regular City Council meeting. The individual line items of the budget will not be adopted; instead, the Council will use the Resolution to set the budget limits for each of the Operating Funds that support City services. Staff will then operate within these budget limits to carry out the City Council's adopted Program of Services.

### **THE BUDGET:**

"Budgeting" is a process to project revenues and then allocate those funds as expenditures in order to implement the Council's desired programs, services, and projects.

The budget addresses anticipated revenues and expenditures affecting the "General Fund" and "Other Funds" that account for the Water & Sewer Utilities, the Airport, Street

Maintenance, and maintaining the Transportation Center. Revenues and expenditures for those "Other Funds" are earmarked for specific uses. That leaves little discretion to the City Council for those "Other Funds". For that reason, we primarily focus on the General Fund.

The General Fund budget can be viewed in three primary parts:

1. **History.** We start with "actual numbers" from the audit at last fiscal year's end (FY 2020-2021; ending June 30, 2021).
2. **2021-2022 Projected.** We normally prepare the budget before the current fiscal year "closes out". For this reason, we must "project" what the fund balance will be at fiscal year-end (June 30, 2022) based on ten months of data (July through April).
3. **Fiscal Year 2022-2023 Budgeted.** We utilize various sources to make projections about the "income" or "revenue" we will receive for the next fiscal year. Staff then uses those projections to make recommendations about which programs, services and projects we can fund and where we expect to be on June 30, 2023. New this year, two budgets are proposed. A budget with current staffing levels is proposed (As-is budget) along with a budget with the following additions to personnel (Added Personnel budget):
  - a. Full-Time Maintenance Worker/Meter Reader
  - b. Police Officer
  - c. Police Officer promoted to Sergeant
  - d. Contracted Grant Administrator

Please refer to the "General Fund Summary and Projections" spreadsheets on the following pages. It details the recent history and projects the current and future balances of the General Fund.

## **SUMMARY OF PROPOSED REVENUES AND EXPENDITURES FY 2022-2023**

### **REVENUES:**

The **total City revenues** from all sources for Fiscal Year 2022-2023 are projected to be **\$17,318,275**, excluding transfers. City operating income comes from a number of sources which are described fully in the Draft Budget Book sections under the Tab "**General Fund Revenues**" and "**Other Fund Revenues**".

### **GENERAL FUND REVENUES (Including Measure A):**

We project General Fund Revenues to be \$7,482,100 for FY 2022-2023. That amounts to 47% of total projected revenues. General Fund revenues are largely "discretionary"; meaning the City Council can largely decide how these funds are expended.

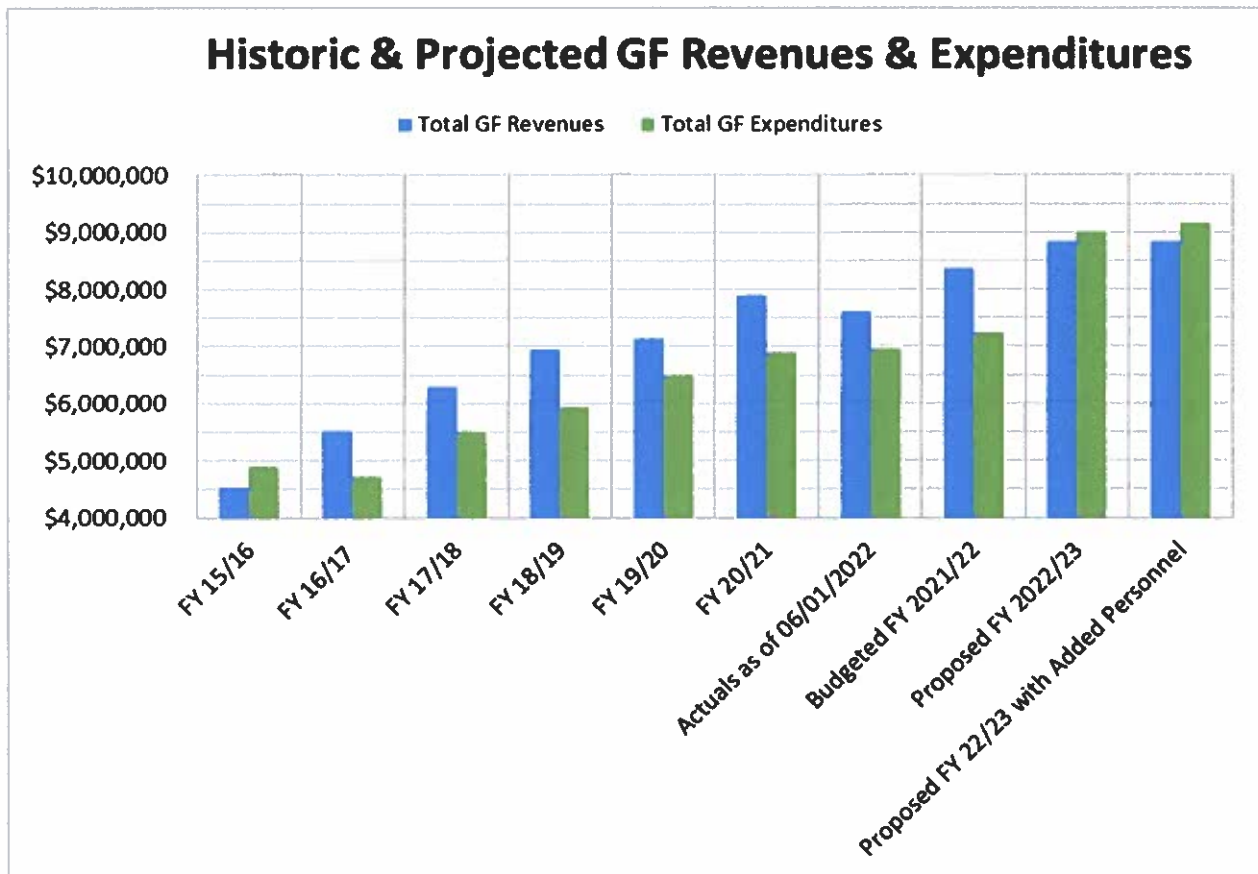
The revenue sources for the General Fund include the five major categories (Sales Tax, Transactions and Use Tax (Measure A), Transient Occupancy Tax, Property Tax, Motor Vehicle in Lieu and "Other GF Revenues") shown on the spreadsheet marked "General Fund Revenue Projections" (Page 5). The spreadsheet shows how the fund amounts have varied among the recent budget cycles. The category's totals are also graphed on Page 4.

"Sales Tax" is a significant component of the General Fund. See the graph at Page 6 showing the history of sales tax receipts.

### **HISTORY, ANALYSIS AND TRENDS:**

### **GENERAL FUND ANALYSIS AND EXPECTATIONS:**

As described previously, we focus on the General Fund because it provides the discretionary revenue that fund many of the City's important services and programs. The spreadsheet that is the basis of the chart below is included under the Financial Projections Tab at page 5 of the Draft Budget document and titled "General Fund Revenue History Projections". The spreadsheet shows the various sources of General Fund revenue for each fiscal year and the corresponding amount received. As you can see in the table below, General Fund revenues are anticipated to be about \$ 473,491 higher than budgeted FY 2021/2022 levels, with expenditures increasing at significantly higher rates. This large rate of increase in expenditures from fiscal year 2021/22 is due largely to one-time projects such as the repair of Solano St and the set aside of funds for the replacement of the City's finance software.



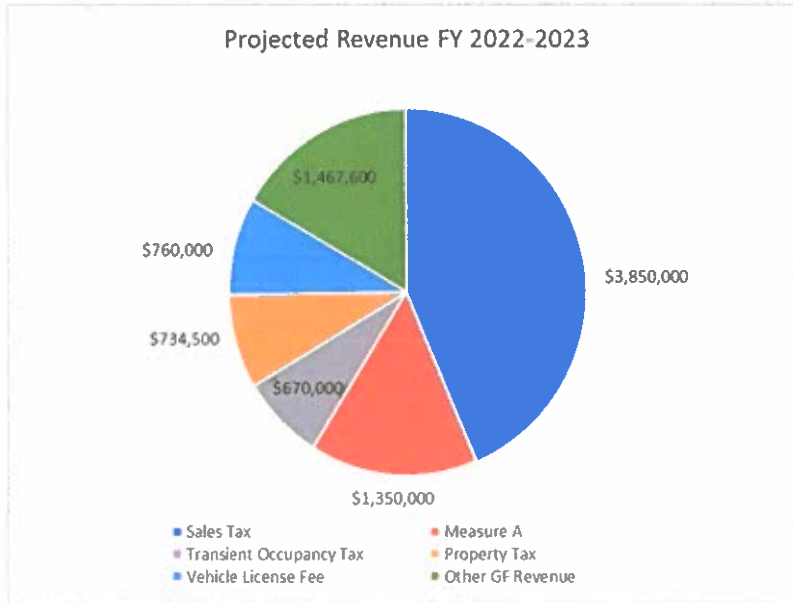
We are projecting the following:

General Fund and Measure A	Revenue	Expenditures
As-Is	\$8,837,100	\$8,994,232
Added Personnel	\$9,193,232	\$9,360,478

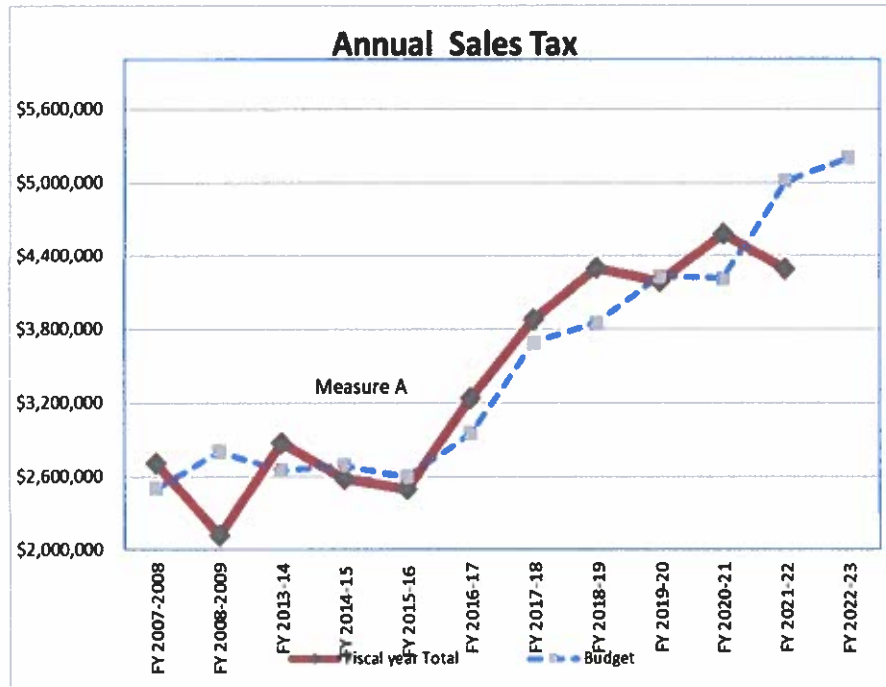
Due to the importance of the key General Fund Revenues, please see the detailed spreadsheets and charts at pages 4, 5, & 6 in the Financial Projections Section.

**SALES TAX REVENUE:**

Sales Tax is the principal component of General Fund Revenues as the chart below depicts. Since we rely heavily on sales tax revenue, our fiscal stability can be significantly affected by recessionary economic conditions and fuel prices. Two industry groups (Fuel Sales and Auto Sales) typically account for over 65-75% of our sales tax revenues depending on the year. In FY 2021/2022 fuel sales and transient occupancy taxes offset decreases in auto sales, which significantly minimized the economic impact of the Pandemic to the City.



As the chart below depicts, fiscal year 2022/2023 sales tax and Measure A receipts are anticipated to total \$5,200,000. It is anticipated that sales tax revenues including Measure A will be approximately 59% of total General Fund Revenues. A one percent swing in sales tax revenue equates to about a \$52,000 effect on the General Fund/Measure A. Volatile fuel prices can cause significant swings in sales tax received by the City. HdL, the City's sales tax consultants, expect overall sales tax to decrease by -0.7% in fiscal year 2022/2023 due to fuel prices, inflation, and expected interest rate increases by the Federal Reserve affecting transportation and consumption. Staff project we will experience a 2.0% increase based on a historical review and the truck stop's location along Interstate 5, a major transportation corridor.



**TRANSIENT OCCUPANCY TAX (TOT):**

TOT is a 10% room tax that is collected at the motels in town for stays of less than thirty days. For FY 2022/2023, we project revenue of \$678,000 based on current fiscal year revenue of \$678,925. This is \$25,000 more than what was budgeted in FY 2021/2022. Staff expect Transient Occupancy Tax (TOT) revenue will remain flat in FY 2022/2023 due to fuel prices.

**PROPERTY TAX:**

We are projecting \$734,500 for FY 2022/2023 or about 8.9% over what was budgeted for FY 2022/2023 based on current year receipts.

**VEHICLE LICENSE FEES:**

This is property tax paid by the County Auditor in lieu of Vehicle License Fees. We project to receive \$760,000 for FY 2022-2023 due to inflation.

**OTHER FUND REVENUES:**

The Council has limited discretion regarding “Other Fund” (Non-General Fund) Revenues. These funds are restricted to specific purposes. Some refer to these as “earmarked” funds. For example, gas taxes must go to street maintenance such as repaving projects, and water revenues may be spent only on water-related repairs or improvements, etc. The sum of all Other Fund Revenues anticipated for FY 2022-2023 is \$8,481,175 which is higher than previous years due to increases in grant revenue. Other Fund Revenues make up 54.4% of the City’s total revenues.

See the “Financial Projection” Tab following this report. Under that tab are separate spreadsheets for the Street Funds, the Sewer Enterprise and the Water Enterprise beginning on page 7.

Street Maintenance Funds (please see Page 7) are reliant on the various Gas Taxes collected from fuel sales and funds provided via the Tehama County Transportation Commission.

Please refer to the Sewer Enterprise Fund spreadsheet (Page 10). The Council approved Resolution No. 07-23-2019-09 on July 23, 2019. The Resolution implements a series

of five separate 3.0% annual increases to the Sewer Rates beginning on August 1, 2019 and on July 1<sup>st</sup> each year thereafter.

Please refer to the Water Enterprise Fund Spreadsheet (Page 13). In 2018, the City implemented a series of five annual 3.5% water rate increases. As anticipated, consumption levels did not return to pre-drought levels. As a result, the City Council adopted Resolution 07-23-2019-08 approving an additional 3.5% annual increase (a total of 7%) for the next four years (through 2023) in order to remain in compliance with its rate covenant requirements.

Please note, the Water and Sewer Enterprise budgets presume all water and sewer invoices will be paid by account users. This was done previously because of the City's ability to shut-off water allowing it to recoup funds in almost all cases. During the Pandemic the City was not able to shut off water. Fortunately, this is no longer the case. Due to grant funding and the ability to shut off water, residents are more actively making their monthly payments and paying off their bad debt.

There are four items of concern that could result in the City needing to increase water and sewer rates beyond the aforementioned approved rate increases:

1. Most of the County of Tehama is experiencing extreme drought. As residents and businesses conserve water, the City experiences reductions in revenue. Since water consumption has not fully recovered since the last drought, it is not known how much residents and businesses will further reduce their water use. The budget proposed assumes no increases or decreases in water consumption.
2. Additions to personnel will result in the need to increase water rates by an additional 0.50% in the fiscal years end 2024-2027. Sewer rates will also need to be increased by an additional 1.0% beginning FYE 2024-2026
3. The City needs to install a new City well in the next few years. While there are potential grant opportunities available, if the City is not successful, we will need to raise water rates to support the additional infrastructure.
4. The City will better understand its capital replacement needs for the water and sewer system as it completes the Geographical Information Systems map layer of City water and sewer infrastructure. Knowing the age and type of infrastructure in the ground will likely increase system costs, but also create greater financial and operational sustainability of the system.

## **EXPENDITURES-HOW THE CITY SPENDS ITS MONEY:**

### **PERSONNEL COSTS**

Since personnel costs represent on average 75% of general fund expenditures, there are little other means to cut expenditures unfortunately. Rising pension debt, otherwise known as the unfunded accrued liability (UAL), continues to be a concern for jurisdictions statewide. In fiscal year 2022/2023 the City's annual payment for its unfunded pension debt is \$648,900, an \$80,277 increase from fiscal year 2021/22. Despite the increase in payment, as the table below depicts, the City of Corning's UAL increased by \$701,740 for the most recent valuation period. Clearly, something needs to be done. For the Classic Safety, and Miscellaneous Plans alone the City could save approximately \$1,450,000 by switching from a 23-year to a 15-year amortization schedule. Other cost savings options are available as well. Staff will bring forward options to pay down this debt for the City Council to consider in the next year.

Unfunded Accrued Liability (UAL)			
Tier	As of 6/30/2018	As of 6/30/2019	As of 6/30/2020
Misc Classic	\$3,096,650	\$3,264,656	\$3,550,436
Misc Tier II	\$24,829	\$36,530	\$56,153
Misc Tier III	\$13,857	\$20,244	\$31,498
Safety Classic	\$4,139,961	\$4,363,328	\$4,724,529
Safety Tier II	\$1,672	\$929	\$1,642
Safety Tier III	\$20,113	\$33,686	\$53,504
Fire Tier II	\$537	\$2,112	\$5,463
<b>Total</b>	<b>\$7,297,619</b>	<b>\$7,721,485</b>	<b>\$8,423,225</b>

**FUTURE STAFFING NEEDS**

As a result of the new recreation center and City Plaza and other general staffing needs, in the next five years it is anticipated the following additions to staffing will be requested.

**FY 2022-2023 Proposed:**

- Full-Time Maintenance Worker/Meter Reader
- Police Officer
- Police Officer promoted to Sergeant
- Contracted Grant Administrator

**FY 2023-2024:**

- Detective
- Recreation Coordinator, Full-time
- Planner, Full-time
- Public Works Maintenance Worker

**FY 2024-2025**

- Public Works Director, net of current contract
- Recreation Assistant

**FY 2025-2026**

- Three firefighter positions

Exhibit "C" provides a general Eight-Year Projection utilizing the following assumptions:

- A 4.0% increase in revenues based on historical averages while taking into consideration HdL's budget predictions. HdL anticipates a 1.6% increase in sales tax in FY 2023/2024 and a 2.8% increase thereafter.
- A 5.0% increase in expenditures based on historical averages.
- No increases to Unfunded Accrued Liability or to the normal cost rate
- Does not anticipate a recession
- Capital Improvement Plan costs are accurate, no extraordinary increases to construction
- Takes into consideration Public Works capital improvement costs for the marquee at Rodgers Theatre, Library restroom remodel, Restroom renovation at Woodson and Yost



Parks, lighting at Clark Park and Yost Parks, Library HVAC replacement, Finance HVAC Replacement.

- No Strategic Planning Projects
- Does not include additional operations costs for the Recreation Center and City Plaza that could run \$100,000 per year

The Eight-Year Projection is somewhat like looking into a crystal ball. It provides a rough picture, but I would not bet on its accuracy. As highlighted in red, the City runs an operating loss between -\$27,360 and -243,328 in four of the eight years. Since some of these staffing needs are absolutely critical as a result of the new Recreation Center and City Plaza, I recommend the City be fiscally conservative until those costs are known.

#### **CURRENT BUDGET MANAGEMENT:**

The following bullet points summarize Staff's recommendations contained in the FY 2022-2023 Draft Budget and for the future.

- Thanks to Measure A and conservative budgeting by the City Council, the City is in a much better financial condition than it has been in a long time. Our General Fund (excluding Measure A and ARPA) balance at June 30, 2023 is projected to be \$3,146,571 as-is (4.95 months of budgeted operating expenditures). If additional staffing is approved, it is estimated the General Fund Balance will be \$2,979,325 at June 30, 2023 (4.7 months of budgeted operating expenditures)
- While considering additions to personnel, it is critical to focus on items deemed important during the strategic planning process, including but not limited to, beautification, community events, lighting, walkable and ADA friendly streets, and recreation.
- The City needs to evaluate options to reduce its CalPERS unfunded accrued liability pension debt.
- Increases in revenue are not quite outpacing increases in expenditures, especially when you consider unfunded capital replacement (City buildings, parks) and pension debt.
- As electric vehicles become commonplace the City can expect to receive less revenue from fuel sales. The City needs to invest in economic development to expand its tax base to allow it to maintain and expand existing services.
- The City should continue to fund Capital Improvement at appropriate levels.
- The City should evaluate its Development Impact Fees and user fees to ensure service levels are maintained as residential development occurs and that the general public is not paying for services that benefit a single source.
- The City will need to fund the Recreation Program beyond the grant term. While this is an additional General Fund expense, recreational programs decrease criminal activity and support youth development.

#### **SUBSEQUENT YEARS; FY 2022-2023 AND BEYOND:**

- The maintenance and improvement of City infrastructure should remain a priority for the City.
- Long-term pension obligations and sales tax revenue should remain a concern when considering the hiring of additional staffing or other personnel related expenditures. If we pay down this debt now, more funds will be available for additional staffing later.
- We should carefully consider changes that we can undertake to improve the efficiency of our service delivery, cost control measures, and increase revenue opportunities
- The City should continue to closely monitor the water and sewer funds while exploring grant opportunities to fund the construction of a new well.

As a final statement, the City has met its policy to increase its reserves to a minimum of six months of General Fund expenditures when including Measure A. General Fund Reserves

at June 30, 2022 are anticipated to increase to over six months of general fund expenditures. This is a huge achievement the City should be proud of. At the same time, the City must work to fully fund its capital improvement/replacement costs and reduce its CalPERS unfunded accrued liability pension debt. If the City focuses on paying down its long-term debt, I feel comfortable that the City can support the additional staffing proposed while also balancing the goals identified during the Strategic Planning meeting.

**ACTION NEEDED AT THIS TIME:**

Immediately following this Staff Report is the proposed Resolution of the City Council of the City of Corning adopting the Budget for the Program of Service for the coming Fiscal Year, 2022-2023. Only the General Fund 001 is discretionary in its use, and to a lesser degree is Fund 002, Measure A. All of the other Funds listed are special purpose Funds dedicated by the City Code or State Law to a particular use like road maintenance or sewer maintenance.

The Budget Resolution sets the Appropriation of expected Revenue for each Fund. A Fund represents a specific revenue source such as "Sec. 2106 Gas Tax" or in the General Fund, a group of revenue sources like Sales Tax and Property Tax. Then the Resolution establishes the limit on expenditures as reflected in the budget. The third column (Net Change in Fund Balance) represents the period increase or decrease in estimated revenues less appropriated expenditures and does not represent the projected fund balance at June 30, 2023. Grand totals have not been provided. Due to the unique nature of each fund, including a grand total would not provide any beneficial information. Actual Fund balances are shown in the Annual Audit.

**RECOMMENDATION**

**MAYOR AND COUNCIL ADOPT RESOLUTION 06-28-2022-01, A RESOLUTION SETTING THE APPROPRIATION AND EXPENDITURE LIMITS FOR ALL CITY FUNDS TO IMPLEMENT THE 2022-2023 PROGRAM OF SERVICE AND ANNUAL BUDGET.**

**RESOLUTION NO.: 06-28-2022-01**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING**  
**ADOPTING THE ANNUAL PROGRAM OF SERVICES AND CITY BUDGET**  
**FOR FISCAL YEAR 2022-2023**

**WHEREAS**, the draft Budget and Program of Service for Fiscal Year 2022-2023 was posted to the City's website ([www.corning.org](http://www.corning.org)) on **June 24, 2022** and is being presented to the City Council for review, discussion and proposed adoption tonight, Tuesday, **June 28, 2022**. Tonight's Regular Council Meeting affords the Council the opportunity for further public discussion and possible adoption.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Corning approves the Annual Program of Service and Budget, with changes, by adopting the Appropriations and Expenditures for each City Fund as listed in the following table:

<u>FUND DESCRIPTION</u>	<u>ESTIMATED REVENUE AND TRANSFERS</u>	<u>APPROPRIATED EXPEND. &amp; TRANS</u>	<u>NET CHANGE IN FUND BALANCE</u>
001 General Fund	\$7,482,100	\$7,843,478	\$ (326,378)
002 Measure A	\$1,355,000	\$1,548,000	\$ (193,000)
009 ARPA, COVID Relief	\$ -0-	\$ 550,000	\$ (550,000)
071 PD Equip. Replace. Fund	\$ 183,560	\$ 92,000	\$ 91,560
072 ACO F & A Restricted	\$ -0-	\$ -0-	\$ -0-
073 Proposition 30, Police	\$ -0-	\$ 21,400	\$ (21,400)
075 Park Equipment Reserve	\$ 200	\$ -0-	\$ 200
076 Fire Equip Replace. Fund	\$ 343,871	\$ 64,500	\$ 284,371
077 Economic Dev. Reserve	\$ 100	\$ -0-	\$ 100
078 PW Equip Replace. Fund	\$ 184,401	\$ 32,500	\$151,901
079 Accounting Software Res.	\$ 147,733	\$ 147,733	\$0
080 Business License ADA	\$ 200	\$ 700	\$ ( 500)
106 SB 1 Road Maintenance	\$ 175,700	\$ 195,000	\$ (19,300)
108 RSTP	\$ 197,500	\$ 190,000	\$ 7,500
109 Gas Tax #2105	\$ 49,800	\$ 88,808	\$ (39,008)
110 Gas Tax #2106	\$ 33,800	\$ 60,008	\$ (26,208)
111 Gas Tax #2107	\$ 67,800	\$ 89,508	\$ (21,708)
112 Gas Tax #2107.5	\$ 2,000	\$ 2,000	\$ -0-
114 Transportation Sales Tax	\$ 120,600	\$ 317,100	\$ (196,500)
115 Gas Tax #2103	\$ 76,000	\$ 116,508	\$ ( 40508)
118 ATP (SR2S)	\$1,000,000	\$1,867,000	\$ ( 867,000)
116 Traffic Mitigation Fees	\$ 8,000	\$ 1,000	\$ 7,000
154 LEAP	\$ 65,000	\$ 65,000	\$ -0-
155 SB2 Planning Grant	\$ 60,000	\$ 40,000	\$ 20,000
160 Promise Grant-REC	\$ 60,000	\$ 83,051	\$ ( 23,051)

180 CDBG CV 1,2,3	\$ 65,000	\$ 65,000	\$ -0-
193 Promise Neighborhood	\$ 55,000	\$ -0-	\$ 55,000
195 Prop 47 Grant, Cycle Two	\$1,126,099	\$1,304,000	\$ ( 177,901)
<b><u>FUND DESCRIPTION</u></b>	<b><u>ESTIMATED REVENUE AND TRANSFERS</u></b>	<b><u>APPROPRIATED EXPEND. &amp; TRANS</u></b>	<b><u>NET CHANGE IN FUND BALANCE</u></b>
323 Program Income, Unrestrict.	\$ 10,300	\$ -0-	\$ 10,300
325 Prog. Income Ec Dev Infrs.	\$ -0-	\$ -0-	\$ -0-
326 1992 CDBG	\$ 500	\$ -0-	\$ 500
341 Park Acquisition	\$ 5,600	\$ 4,000	\$ 1,600
344 Salado Wall Deposit	\$ 400	\$ -0-	\$ 400
345 Drainage	\$ 11,000	\$ -0-	\$ 11,000
346 Water Capital Improve.	\$ 17,000	\$ 117,000	\$ (100,000)
347 Sewer Capital Improve.	\$ 2,900	\$ 2,500	\$ 400
348 WWTP Sewer	\$ 224,000	\$ 224,800	\$ ( 800)
353 Park Recycling Gant	\$ 5,000	\$ 5,000	\$ -0-
355 Parkland Acquisition	\$ 800	\$ -0-	\$ 800
360 Prop 68 Park	\$1,000,000	\$ 1,195,000	\$ ( 195,000)
370 Way Finding Sign Deposit	\$ -0-	\$ 1,200	\$ (1,200)
380 WWTP Capital Replace	\$ 94,000	\$ 61,500	\$ 32,500
381 Sewer Capital Replace.	\$ 50,700	\$ 112,500	\$ (61,800)
383 Water Capital Replace.	\$ 104,000	\$ 357,000	\$ ( 253,000)
401 JT Levy Trust	\$ 250	\$ 500	\$ (250)
403 Ridell Library Trust	\$ 1,000	\$ 5,000	\$ ( 4,000)
610 Sewer Enterprise	\$2,204,500	\$ 2,187,110	\$ 17,390
620 Airport	\$ 151,201	\$ 153,222	\$ ( 2,021)
625 Transportation Center	\$ 18,320	\$ 19,170	\$ (850)
630 Water Enterprise	\$1,770,500	\$1,790,310	\$ 19,810
701 Lighting & Landscape D1,Z1	\$ 900	\$ 1,136	\$ (236)
702 Lighting & Landscape D1,Z2.	\$ 7,380	\$ 4,711	\$ 2,669
703 Lighting & Landscape D1,Z3	\$ 3,100	\$ 4,311	\$ (1,211)
704 Lighting & Landscape D1,Z4	\$ 4,825	\$ 3,961	\$ 864
<b>Totals</b>	<b>\$18,382,430</b>	<b>\$21,034,225</b>	<b>\$ ( 2,406,965)</b>

**BE IT FURTHER RESOLVED,** that the City Council hereby maintains the following policies:

1. Should Public Safety Sales Tax money be received this year, which was approved by the voters in Prop. 172, it shall be distributed to the Police Equipment Replacement Fund 071 and Fire Equipment Replacement Fund 076.
2. Should the State Indian Gaming money be received this year, it shall be deposited in the General Fund Revenue Acct. 001-4160 to be used for the funding of front-line law enforcement personnel costs.
3. Deposit Fire Dispatch Contract income into the General Fund revenue account 001-4671 to support the Fire Dispatch Center.
4. From the Measure A Fund 002, transfer \$183,560 to the Police Equipment Replacement Fund 071.
5. From the Measure A Fund 002, transfer \$343,871 to the Fire Equipment Replacement Fund 076.
6. From the Measure A Fund 002, transfer \$184,401 to the Public Works Equipment Replacement Fund 078.
7. From the Measure A Fund 002, transfer \$250,000 to the General Fund 001 for Dispatch Support.
8. The \$5,000 Annual rent for PAL Program Use shall be paid to the Transportation Center Fund 625 by the General Fund 001-6600-2201 PAL Program.
9. From the Sewer Enterprise Fund 610, transfer \$90,000 to the WWTP Capital Replacement Fund 380.
10. From the Sewer Enterprise Fund 610, transfer \$50,000 to the Sewer Capital Replacement Fund 381,
11. From the Sewer Enterprise Fund 610, transfer \$160,000 to the WWTP Sewer Expansion Fund 348 in order to meet debt service requirements.
12. From the Water Enterprise Fund 630, transfer \$100,000 to the Water Capital Replacement Fund 383.
13. Following is a listing of City Funds which are complete, inactive or unusual in nature, along with the necessary action:
  - Fund 189, SAFE Grant, a positive balance of \$5,906.03 likely due to allocation of expenditures. This item is now complete. Transfer \$5,906.03 from fund 189 to the general fund
  - Fund 190, Homeland Security, a positive balance of \$14,974.97 likely due to allocation of expenditures. This item is now complete. Transfer \$14,974.97 from fund 190 to the general fund
  - Fund 192, Prop 47 Cycle 1, the revenue stream is complete and there is a negative remaining balance of \$<1,283.22>. Transfer \$1,283.22 from the general fund to fund 192.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning, held on **June 28, 2022**, by the following vote:

**AYES:**

**NOES:**

**ABSTAINING:**

**ABSENT:**

---

**Robert Snow, Mayor**

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, DO HEREBY CERTIFY that the foregoing Resolution 06-28-2022-01 was approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the June 28, 2022 by the votes listed above.

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



**Exhibit "A"**  
**GENERAL FUND SUMMARY**  
**AND PROJECTIONS**

City of Corning  
 Budget Summary AS-IS  
 2022-2023

	General Fund	Measure A	ARPA	TOTAL
<b>Audit Balance, June 30, 2021</b>	<b>\$ 3,305,409</b>	<b>\$ 1,417,644</b>	<b>\$ 922,198</b>	<b>\$ 5,645,251</b>
 <b><u>2021-2022 Budgeted</u></b>				
Revenues and Transfers In, After Mid Year Adjustments	\$ 7,008,609	\$ 1,355,000	\$ 922,198	\$ 9,285,807
Estimated Change in Revenues over Projections	\$ 150,000	\$ 40,000		\$ 190,000
				\$ -
Expenditures and Transfers Out, Including Budget Modifications	\$ (7,404,315)	\$ (1,166,999)	\$ -	\$ (8,571,314)
Estimated Change in Expenditures over Projections	\$ 250,000	\$ -	\$ -	\$ 250,000
<b>Net Change in Fund Balance</b>	<b>\$ 4,294</b>	<b>\$ 228,001</b>	<b>\$ 922,198</b>	<b>\$ 1,154,493</b>
 <b>Projected Fund Balance, June 30, 2022</b>	 <b>\$ 3,309,703</b>	 <b>\$ 1,645,645</b>	 <b>\$ 1,844,396</b>	 <b>\$ 6,799,744</b>
 <b><u>2022-2023 Budgeted</u></b>				
Revenues and Transfers In	\$ 7,482,100	\$ 1,350,000	\$ -	\$ 8,832,100
Expenditures and Transfers Out	\$ (7,645,232)	\$ (1,353,000)	\$ (550,000)	\$ (9,548,232)
<b>Net Change in Fund Balance</b>	<b>\$ (163,132)</b>	<b>\$ (3,000)</b>	<b>\$ (550,000)</b>	<b>\$ (716,132)</b>
 <b>Budgeted Fund Balance, June 30, 2023</b>	 <b>\$ 3,146,571</b>	 <b>\$ 1,642,645</b>	 <b>\$ 1,294,396</b>	 <b>\$ 6,083,612</b>



**Exhibit "B"**  
**GENERAL FUND SUMMARY**  
**AND PROJECTIONS**

City of Corning

**Budget Summary with Added Personnel**  
**2022-2023**


	General Fund	Measure A	ARPA	TOTAL
<b>Audit Balance, June 30, 2021</b>	<u>\$ 3,305,409</u>	<u>\$ 1,417,644</u>	<u>\$ 922,198</u>	<u>\$ 5,645,251</u>
<b><u>2021-2022 Budgeted</u></b>				
Revenues and Transfers In, After Mid Year Adjustments	\$ 7,008,609	\$ 1,355,000	\$ 922,198	\$ 9,285,807
Estimated Change in Revenues over Projections	\$ 150,000	\$ 40,000		\$ 190,000
				\$ -
Expenditures and Transfers Out, Including Budget Modifications	\$ (7,404,315)	\$ (1,166,999)	\$ -	\$ (8,571,314)
Estimated Change in Expenditures over Projections	\$ 250,000	\$ -	\$ -	\$ 250,000
<b>Net Change in Fund Balance</b>	<u>\$ 4,294</u>	<u>\$ 228,001</u>	<u>\$ 922,198</u>	<u>\$ 1,154,493</u>
<b>Projected Fund Balance, June 30, 2022</b>	<u>\$ 3,309,703</u>	<u>\$ 1,645,645</u>	<u>\$ 1,844,396</u>	<u>\$ 6,799,744</u>
<b><u>2022-2023 Budgeted</u></b>				
Revenues and Transfers In	\$ 7,482,100	\$ 1,350,000	\$ -	\$ 8,832,100
Expenditures and Transfers Out	<u>\$ (7,812,478)</u>	<u>\$ (1,353,000)</u>	<u>\$ (550,000)</u>	<u>\$ (9,715,478)</u>
<b>Net Change in Fund Balance</b>	<u>\$ (330,378)</u>	<u>\$ (3,000)</u>	<u>\$ (550,000)</u>	<u>\$ (883,378)</u>
<b>Budgeted Fund Balance, June 30, 2023</b>	<u>\$ 2,979,325</u>	<u>\$ 1,642,645</u>	<u>\$ 1,294,396</u>	<u>\$ 5,916,366</u>

GENERAL FUND REVENUE HISTORY AND PROJECTIONS

Revenue Source	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Actuals as of 06/01/2022	Budgeted FY 2021/22	Proposed FY 2022/23	Proposed FY 22/23 with Added Personnel
Sales Tax	\$ 2,525,050	\$ 2,788,838	\$ 2,802,041	\$ 3,132,010	\$ 3,085,211	\$ 3,423,546	\$ 3,147,391	\$ 3,660,000	\$ 3,850,000	\$ 3,850,000
Measure A		\$ 445,682	\$ 1,077,958	\$ 1,159,465	\$ 1,110,928	\$ 1,152,530	\$ 1,143,316	\$ 1,350,000	\$ 1,355,000	\$ 1,355,000
Transient Occupancy Tax	\$ 354,024	\$ 391,313	\$ 423,362	\$ 618,181	\$ 553,446	\$ 415,518	\$ 678,925	\$ 645,000	\$ 670,000	\$ 670,000
Property Tax	\$ 541,764	\$ 563,253	\$ 560,571	\$ 631,494	\$ 661,616	\$ 716,189	\$ 728,944	\$ 674,500	\$ 734,500	\$ 734,500
Vehicle License Fee	\$ 552,103	\$ 574,763	\$ 592,977	\$ 629,699	\$ 672,747	\$ 730,670	\$ 775,019	\$ 780,000	\$ 760,000	\$ 760,000
Other GF Revenue	\$ 544,864	\$ 747,717	\$ 823,877	\$ 766,672	\$ 1,033,565	\$ 1,455,016	\$ 1,120,559	\$ 1,249,109	\$ 1,467,600	\$ 1,467,600
<b>Total GF Revenues</b>	<b>\$ 4,517,805</b>	<b>\$ 5,511,566</b>	<b>\$ 6,280,786</b>	<b>\$ 6,937,521</b>	<b>\$ 7,117,513</b>	<b>\$ 7,893,469</b>	<b>\$ 7,594,154</b>	<b>\$ 8,358,609</b>	<b>\$ 8,837,100</b>	<b>\$ 8,837,100</b>
<b>Total GF Revenues (less Measure A)</b>	<b>\$ 4,517,805</b>	<b>\$ 5,065,884</b>	<b>\$ 5,202,828</b>	<b>\$ 5,778,056</b>	<b>\$ 6,006,585</b>	<b>\$ 6,740,939</b>	<b>\$ 6,450,838</b>	<b>\$ 7,008,609</b>	<b>\$ 7,482,100</b>	<b>\$ 7,482,100</b>
<b>Total GF Expenditures</b>	<b>\$ 4,877,376</b>	<b>\$ 4,714,736</b>	<b>\$ 5,493,985</b>	<b>\$ 5,910,804</b>	<b>\$ 6,475,438</b>	<b>\$ 6,884,356</b>	<b>\$ 6,948,238</b>	<b>\$ 7,226,363</b>	<b>\$ 9,193,232</b>	<b>\$ 9,360,478</b>
<b>Total GF Expenditures (less Measure A)</b>				<b>\$ 5,035,123</b>	<b>\$ 5,516,821</b>	<b>\$ 5,837,736</b>	<b>\$ 6,036,199</b>	<b>\$ 6,059,364</b>	<b>\$ 7,645,232</b>	<b>\$ 7,812,478</b>

**ITEM NO.: J-14  
ADOPT RESOLUTION NO. 06-28-2022-02  
ESTABLISHING THE GENERAL FUND  
APPROPRIATIONS LIMIT FOR THE CITY  
OF CORNING FOR FISCAL YEAR 2022 –  
2023 AT \$16,287,625.**

**June 28, 2022**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**   
**ROY R. SEILER, CPA**  
**LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER**

**SUMMARY:**

Each year the City must set its Appropriation Limit as required by Article XIII B of the California Constitution. The Appropriation Limit is also known as the "Gann Limit," named after the Initiative Proponent who sought a Constitutional Amendment to put limitations on the growth of Government.

The City's outside Certified Public Accountant Roy R. Seiler has produced the attached report for public review. In support of the proposed Resolution, the Appropriation Limit for City's General Fund for Fiscal Year 2022-2023 is \$16,287,625 which far exceeds the City's proposed General Fund Base Operating Budget of approximately \$7,843,478 million.

**RECOMMENDATION:**

**MAYOR AND COUNCIL RECEIVE THE REPORT FROM THE CITY'S CONSULTING CERTIFIED PUBLIC ACCOUNTANT AND ADOPT RESOLUTION NO. 06-28-2022-02 ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE CITY OF CORNING GENERAL FUND FOR FISCAL YEAR 2022-2023 IN THE AMOUNT OF \$16,287,625.**

**RESOLUTION NO.: 06-28-2022-02**

**A RESOLUTION ESTABLISHING A GENERAL FUND APPROPRIATIONS LIMIT  
FOR THE CITY OF CORNING FOR  
FISCAL YEAR 2022-2023**

**WHEREAS**, Article XIII B of the California Constitution requires that an appropriations limit be established,

**BE IT RESOLVED** that the City Council of the City of Corning declares that the appropriation limit for the City of Corning General Fund, subject to correction and adjustment, is \$16,287,625. This appropriations limit is for fiscal year 2022-2023 pursuant to the provisions of Sections 36936.1 and 36937 of the Government Code of California.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon adoption and shall be published at least once in the Corning Observer, a newspaper of general circulation, printed, published, and circulated in the City of Corning.

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This Resolution was introduced and adopted by the City Council of the City of Corning on the 28<sup>th</sup> day of June 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

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**Robert Snow, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution 06-28-2022-02 was duly adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 28<sup>th</sup> day of June 2022 by the votes listed above.

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**Lisa M. Linnet, City Clerk**

ROY R. SEILER

***CERTIFIED PUBLIC ACCOUNTANT***

---

PO 81  
Artois, CA 95913

Roy.Seiler@yahoo.com

June 15, 2022  
City of Corning

Attached is the appropriations limitation work papers and report. **The appropriation limitation for 2022-2023 is \$16,287,625.** The appropriations worksheets need to be accepted by the City Council and the appropriations limitation for the coming fiscal year must be approved by resolution. Please give me a copy of that resolution after it is approved.

As always, let me know if you have questions or concerns.

Sincerely,  
***Roy R. Seiler, CPA***

CITY OF CORNING  
APPROPRIATIONS LIMIT WORKSHEETS  
FISCAL YEAR 2022-2023

ROY R. SEILER

***CERTIFIED PUBLIC ACCOUNTANT***

---

PO 81  
Artois, CA 95913

Roy.Seiler@yahoo.com

City of Corning  
Corning, California  
City, State

The accompanying GANN Initiative, Appropriations Limitations worksheets, for the City of Corning, for the year 2022-2023 were not subjected to an audit, review, or compilation engagement by me and, accordingly, I do not express an opinion, a conclusion, nor provide any assurance on them.

I am not independent with respect to the City of Corning

June 15, 2022  
***Roy R. Seiler, CPA***

Appropriations Limit  
City of Corning  
Fiscal Year 2022-2023  
Article XIII B Appropriations Limit (Gann Appropriation Limit)

Background and calculations

Article XIII B of the California State Constitution, more commonly known as the Gann or "Prop 4" Appropriation Limit, was adopted by California voters in 1980. The Gann Limit places limits on the amount of Tax proceeds that government agencies can receive and appropriate each year. The Appropriation limit is based on actual appropriations during the 1978-79 fiscal year, and is adjusted each year using the growth in population and inflation. The City's limit is adopted each year via resolution by the City Council.

In 1990, Proposition 111 made changes to the manner in which the Appropriations Limit is calculated by allowing government agencies choice of annual growth factors. Proposition 111 also provides for the exclusion from the limit capital expenditures for fixed assets of \$100,000 or more in value that have an expected life of ten years or more.

GANN INITIATIVE  
APPROPRIATION LIMITATION GUIDELINES

REVENUES EXEMPT FROM LOCAL LIMITS:

- All Enterprise Revenues
- State Grants (Airport, CDGB, etc.)
- State Funded Programs administered locally
- Gas Tax
- Transportation Development Act Funds

REVENUES TO BE INCLUDED:

- Shared Revenues
- Off Hwy. License Fees
- Vehicle License Fees
- Cigarette Tax
- Tax Relief Subventions (Personal Property Tax Relief, Homeowners)

See Accountant's Disclaimer Report



City of Corning  
Fiscal Year 2022-2023

Appropriation Limitation Guidelines

User Fees Verses Costs, Enterprise Funds

Worksheet #1

Budget (X)  
Actual

Program Areas

	<u>Airport</u>	<u>Water</u>	<u>Sewer</u>	<u>Transit</u>	<u>Total</u>
A. Costs Reasonably Borne	31,000	1,771,613	2,186,335	19,170	4,008,118
B. Fee Revenue	28,979	1,770,500	2,204,500	18,320	4,022,299
C. Amount that Fee Exceeds Cost	(2,021)	(1,113)	18,165	(850)	14,181
D. Amount of Fee Revenue Greater Than Cost					14,181
E. Use the Results to Complete Worksheet #2					

See Accountant's Disclaimer Report

City of Corning  
 Fiscal Year 2022-2023

Appropriation Limitation Guidelines

Calculation of Proceeds From Taxes

Worksheet #2

REVENUES	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
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TAXES:

PROPERTY TAX	715,700		715,700
SALES & USE TAX	3,850,000		3,850,000
SALES & USE TAX, T & U	1,350,000		1,350,000
UTILITY USERS TAX	173,500		173,500
TRANSIENT OCCUPANCY TAX	670,000		670,000
SPECIAL POLICE OR FIRE	175,000		175,000
OTHER TAXES	38,700		38,700

FROM STATE:

MOTOR VEHICLE IN LIEU	760,000		760,000
HOMEOWNERS' RELIEF TAX	8,000		8,000
MANDATED COST REIMBURSE		2,000	2,000
POST and SALARY REIMBURSEMENTS		87,300	87,300
PROP 172 - PUBLIC SAFETY	38,000		38,000
BUSINESS LICENSES	24,000		24,000
REAL PROP TRANSFER TAX	20,000	0	20,000
PUBLIC SAFETY GRANTS	0		0

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APPROPRIATIONS LIMIT GUIDELINES  
WORKSHEET # 2  
CONTINUED

OTHER GOVERNMENTS: COMMUNITY DEVELOPMENT	0	0
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LOCALLY RAISED:		
SPECIAL BEN ASSESSMENTS		0
LOCAL LIBRARY FINES AND FEES		0
OTHER MISCELLANEOUS REVENUES	447,900	447,900
DONATIONS AND CONTRIBUTIONS		0
PARKS AND RECREATION FEES	18,000	18,000
DEVELOPMENT FEES	0	169,000
RENTS, ROYALTIES, PENALTIES	15,000	15,000
FINES AND FORFEITURES	15,000	15,000

USER FEES (From Worksheet # 1)	14,181	14,181
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SUB-TOTAL (To Worksheet # 3)	7,837,081	754,200	8,591,281
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INTEREST EARNINGS (From Worksheet # 3)	9,122	878	10,000
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TOTAL REVENUE (Use for Worksheet #4)	7,846,203	755,078	8,601,281
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TOTAL OF THESE FUNDS	7,846,203	755,078	8,601,281
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OTHER FUNDS NOT INCLUDED			
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GRAND TOTAL	7,846,203	755,078	8,601,281
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Allocation of Interest Income, Worksheet #3	-878		
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Total Appropriations Subject to Limit 7,845,325

See Accountant's Disclaimer Report

City of Corning  
Fiscal Year 2022-2023

Appropriation Limitation Guidelines

Interest Earnings Produced by Taxes

Worksheet #3

	<u>AMOUNT</u>	<u>SOURCES</u>
A. TAX PROCEEDS NOT INCLUDING INTEREST	7,837,081	(WORKSHEET #2)
B. MINUS EXCLUSIONS	0	(WORKSHEET #7)
C. NET INVESTED TAXES	7,837,081	(A-B)
D. TOTAL REVENUES NOT INCLUDING INTEREST	8,591,281	(WORKSHEET #2)
E. TAX PROCEEDS AS A PERCENT OF TOTAL	91.22%	
F. INTEREST EARNINGS, General Fund	10,000	
G. AMOUNT OF INTEREST EARNED FROM TAXES	9,122	(E*F)
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	878	(F-G)

See Accountant's Disclaimer Report

City of Corning  
Fiscal Year 2022-2023

Appropriation Limitation Guidelines

Appropriations Subject to Limitation

Worksheet #4

	AMOUNT	SOURCES
A. PROCEEDS OF TAXES	7,846,203	(WORKSHEET #2)
B. EXCLUSIONS	0	(WORKSHEET #7)
C. APPROPRIATIONS SUBJECT TO LIMITATIONS	7,845,325	(A-B)
D. CURRENT YEAR LIMIT	16,287,625	(WORKSHEET #6)
E. OVER/(UNDER) LIMIT	-8,442,300	(C-D)

See Accountant's Disclaimer Report

City of Corning  
Fiscal Year 2022-2023

Appropriation Limitation Guidelines

Appropriations Limit Computation

Worksheet #5

<u>Fiscal Year</u>	<u>Previous Limit</u>	<u>Factor</u>	<u>New Limit</u>
1980-1999	1,846,944		6,266,722
1999-2000	6,266,722		6,659,072
2000-2001	6,659,072	1.0579	7,044,632
2001-2002	7,044,632	1.0779	7,593,409
2002-2003	7,593,409	0.9952	7,556,961
2003-2004	7,556,961	1.0322	7,800,295
2004-2005	7,800,295	1.0381	8,097,486
2005-2006	8,097,486	1.0657	8,629,491
2006-2007	8,629,491	1.0557	9,110,154
2007-2008	9,110,154	1.0479	9,546,530
2008-2009	9,546,530	1.0507	10,030,539
2009-2010	10,030,539	1.0335	10,366,562
2010-2011	10,366,562	0.9801	10,160,268
2011-2012	10,160,268	1.03	10,465,076
2012-2013	10,465,076	1.0381	10,863,795
2013-2014	10,863,795	1.0529	11,438,490
2014-2015	11,438,490	0.9976	11,411,037
2015-2016	11,411,037	1.0357	11,818,411
2016-2017	11,818,411	1.0516	12,428,241
2017-2018	12,428,241	1.0352	12,865,715
2018-2019	12,865,715	1.0332	13,292,857
2019-2020	13,292,857	1.0424	13,856,474
2020-2021	13,856,474	1.0491	14,536,827
2021-2022	14,536,827	1.0491	15,250,585
2022-2023	15,250,585	1.068	16,287,625

City of Corning  
 Fiscal Year 2022-2023

Appropriation Limitation Guidelines

Appropriations Limit Computation

Worksheet #6

	Amount	Source
A. LAST YEAR'S LIMIT	14,536,827	
Correction of Prior Year's Limit	0	
A. LAST YEAR'S LIMIT	15,250,585	
<b>B. ADJUSTMENT FACTORS</b>		
1. Population Ratio	0.9930	State Finance or Assessor
2. Inflation Ratio	1.0755	State Finance or Assessor
Total Adjustment Factor	1.0680	(B1 * B2)
C. ANNUAL ADJUSTMENT	1,037,040	(B*A)-A
<b>D. OTHER ADJUSTMENTS</b>		
1. Lost Responsibility	0	
2. Transfers to Private	0	
3. Transfers to Fees	0	
4. Assumed Responsibility	0	
Subtotal	0	
E. TOTAL ADJUSTMENT	1,037,040	(C+D)
F. THIS YEAR'S APPROPRIATION LIMIT	16,287,625	(A+E)
Subject Appropriation for GANN, Worksheet 2	7,845,325	
Appropriations Remaining or (over limit ) of Prop 4 GANN Appropriation	8,442,300	
Percentage Remaining or (over limit ) of Prop 4 GANN Appropriation	51.83%	

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**City of Corning  
Fiscal Year 2022-2023**

**Appropriation Limitation Guidelines**

**Excluded Appropriations**

**Worksheet #7**

**Exclusion Category:**

<b>A. Court Orders</b>	<b>None</b>
<b>B. Federal Mandates</b>	<b>None</b>
<b>C. Qualified Capital Outlay</b>	<b>None</b>
<b>D. Qualified Debt Service</b>	<b>None</b>
<b>Total Excludable</b>	<b>None</b>

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