



**CORNING CITY COUNCIL  
MEETING AGENDA  
TUESDAY, JULY 26, 2022  
CITY COUNCIL CHAMBERS IN PERSON  
AT 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**

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.

**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 following meetings with any necessary corrections:**
  - a. July 12, 2022 City Council Closed Session & Regular Meetings; and**
  - b. July 13, 2022 Emergency City Council Meeting.**

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

3. July 20, 2022 Claim Warrant in the amount of \$806,379.94
4. July 20, 2022 Business License Report.
5. Authorize payment of Invoice #23372 in the amount of \$2,336.31 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.
6. Authorize payment of Invoice #23373 in the amount of \$1,166.44 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:**

J. **REGULAR AGENDA:**

7. Approve Agreement with Alliance Environmental Services, Inc. in the amount of \$11,184 to provide required lead and asbestos testing on recently acquired buildings prior to demolition as part of the Proposition 68 Park Development and Community Revitalization Grant.
8. Approve and authorize the City Manager to sign the proposed Amendment extending the existing Janitorial Services Contract with Alejandra Ochoa for 3-years at the negotiated amount of \$4,370 per month.

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, JULY 22, 2022**



**CITY COUNCIL  
CLOSED SESSION AGENDA  
TUESDAY, JULY 12, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

B. **ROLL CALL:**

**Council:**

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

**Mayor:**

All City Council members were present.

C. **PUBLIC COMMENTS:** None.

D. **REGULAR AGENDA:**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8:  
Property: 071-134-008-000 (northwest corner of 4<sup>th</sup> and Marin St.)  
Agency Negotiation: Kristina Miller  
Under Negotiation: Price and Terms

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

Mayor Snow reported that direction was provided to staff.



**CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, JULY 12, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

**OR  
VIA ZOOM**

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

Meeting ID: 934 294 8553, Passcode: 01252022

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

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

B. **ROLL CALL:**

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

All City Council members were present.

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

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

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

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

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

Renee Beckley stated she has some serious concerns relating to dust from the construction on Solano Street. She stated that the employees from the City's Public Works Department came out to hose off the sidewalk, however that was a temporary fix. She asked that the City consider incorporate into the project some type of dust controls, such as cleaning off the sidewalks and buildings in front of the affected businesses during the construction period.

**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 28, 2022 Closed Session & Regular Meetings with any necessary corrections:**
- 3. July 6, 2022 Claim Warrant in the amount of \$388,439.85.**
- 4. June 2022 Wages & Salaries: \$592,841.81.**
- 5. July 8, 2022 Business License Report.**
- 6. June 2022 Treasurer's Report.**
- 7. June Building Permit Valuation Report in the amount of \$883,417.**
- 8. June 2022 City of Corning Wastewater Operations Summary Report.**
- 9. Approve waiver of Recreational Use Fees for the 12<sup>th</sup> Annual Tucker Mesker Memorial Scholarship Softball Tournament Fundraiser.**

Councilor Valerio moved to approve Consent Items 1-9; Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

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

**I. PUBLIC HEARINGS AND MEETINGS:**

- 10. Public Hearing: Extension Request on Tentative Tract Map 20-1001 to create 53 Single-Family Residential Lots located on the west side of Marguerite Avenue just north of the Moon Road/Marguerite Avenue intersection, and south of Maywood School. APN: 073-260-022 & 023, approximately 9.95 acres.**

Presented by Planner 2 Christina Meeds who stated that Mr. Abel's project is currently delayed by PG&E. She stated that the City has the final map, however we cannot do anything with it until PG&E completes their portion of the project. The Public Hearing was opened at 6:34pm. With no comments the Hearing was closed at 6:34p.m.

Demo/Burnett, approved by 5-0 vote of the Council.

**J. REGULAR AGENDA:**

City Attorney Aaron Moore requested the addition to the Agenda of Urgency Initiative Measure Ordinance 700, a proposed Ordinance to amend the Highway 99-W Specific Plan to remove the Initiative Area to allow development of a Grocery Store and Drive-Thru Coffee Shop stating this came before Staff after the Agenda was posted.

Mayor Snow moved to add Urgency Ordinance 700 for the Ballot Initiative to the Agenda as Item J-14; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

- 11. Adopt Resolution 07-12-2022-01, a Resolution of the City Council of the City of Corning approving the sale of real property located at the northeast corner of Sixth and Yolo Street, APN: 071-131-001-000.**

Presented by City Manager Kristina Miller who stated that the Resolution before the Council is authorization for the City to sell City vacant property located at the corner of 6<sup>th</sup> and Yolo Streets. Councilor Burnett moved to adopt proposed Resolution 07-12-2022-01 authorizing the City Manager to execute and finalize the Agreement for the sale of the property located at the northeast corner of Sixth and Yolo Street, APN # 071-131-002-000. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

**12. Approve the following actions associated with the Northside Park Tennis Court/Pickleball Court Resurfacing Project:**

- **Contract Change Order No. 1 in the amount of \$5,925 increasing the total contracted project cost with First Serve Productions, Inc. to \$90,875;**
- **Payment in the amount of \$86,331.25 to First Serve Productions, Inc.;**
- **Authorizing filing and recording of Project Notice of Completion; and**
- **Authorize final payment of the retention funds held in the amount of \$4,543.75 35-days following recording of the Notice of Completion.**

Presented by City Engineer/Public Works Consultant Robin Kampmann. Mrs. Kampmann stated that she would like to delay action on the Notice of Completion, and the retention payment at this time. She would like to move forward with action on the Change Order No. 1; and Payment No. 1. She stated that the Change Order costs would be funded from the Per Capita funds.

Councilor Demo moved to approve Contract Change Order No. 1; and approve payment of \$86,331.25. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

**13. Provide direction on participation in County Economic Development Corporation.**

Introduced by City Manager Kristina Miller, and County Supervisor Bill Moule. Mr. Moule stated that the County is taking COVID-19 Rescue Funds in the amount of \$275,000 -\$300,000 to seed the establishment of an Economic Development Corporation with and is requesting \$50,000 to be contributed by the City's of Red Bluff and Corning, with an additional \$75,000 proposed from the County. He asked if the City of Corning would be interested in contributing and participating in the development of a Tehama County Economic Development Corporation.

By consensus of the City Council, this item has been tabled at this time for possible action at a future meeting so that Council can obtain additional information.

**14. Added Item: Urgency Ordinance 700 adopting the Initiative Measure relating to amendment of the Hwy. 99W Specific Plan to remove the Initiative Area to allow development of a Grocery Store and Drive-Thru Coffee Shop.**

Presented by City Manager Kristina Miller and City Attorney Aaron Moore: They explained that on April 21, 2022, a Notice of Intent to Circulate a Petition for the City of Corning for a proposed Initiative Measure was received by the City Clerk. The Initiative seeks to remove the area designated as the Initiative Area from the "Highway 99-W Specific Plan" and convert it to "Commercial" allowing it to be developed into a project that includes a 16,000 sq. ft. grocery store and a 950 ft. drive-thru coffee shop. The proponents filed their proof of publication as required, and circulated petitions. The proponents filed the signed petitions with the City of Corning City Clerk's office who provided a prima facie review of the petitions. The Petition was then sent to the Tehama County Registrar of Voters for the actual review of the signatures and certified as sufficient under the provision of Elections Code Section 9414, signed by not less than 15% of the voters of the City.

City Attorney Moore stated that this is added as an Urgency Ordinance order to meet the established time constraints to allow the Ballot Measure to be on the November Elections Ballot. Under the established time constraint, the Ballot Measure and associated Ordinance must be presented to the County Elections Department no later than Monday, July 18, 2022. If received after that date, it would have to be calendared as a stand-alone Ballot Measure greatly increasing the cost to the City and taxpayers. He explained that, as an Urgency Ordinance, if adopted, the

Urgency Ordinance will become effective immediately upon adoption. He further explained now that the Petition has been certified, Elections Code Section 9214 offers the Council three options:

1. Adopt the Measure without alteration at this meeting. The effect of this measure would be to convert the Initiative Area from "Highway 99-W Specific Plan" to Commercial to permit the development of a grocery store and drive-thru coffee shop;
2. Present the Measure to the Voters at the first available Special City Election; or
3. Order a report pursuant to Section 9212 of the Elections Code which allows for a study of its fiscal impact, its effect on various land use matters, such as the General Plan, Specific Plans, Infrastructure, or other matters the Council requests. The report must be completed within a 30-day period, at which time the report then returns, and the Council may either adopt the Measure, or order it to a Special Election.

If a Special Election is chosen, the Registrar of Voters will set a date between 99 and 103 days of the date that the Council calls for an Election. That would result in the Election taking place on the first Tuesday after the first Monday in November of 2022 per Elections Code Section 1000. Cost of a Special Election in November would be \$10,000-\$15,000.

Former Mayor and project proponent Gary Strack stated that the City needs businesses and as attested by the signatures collected, the residents are in support of this establishment.

Councilor Demo having received certification of sufficiency of the Initiative Petition moved to adopt Urgency Ordinance 700 without alteration; Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

Councilor Demo moved to waive reading, except by title, of Ordinance 700 per Government Code Section 36934. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

City Clerk Lisa Linnet then, for the record, read Ordinance 700 by title.

**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:** None

**Burnett:** Announced that the Senior Center is now opened every weekday from 10am to 12:30pm and is serving lunch.

**Hargens:** Stated that she played Pickle Ball and helped with the painting of the Holistic Playground at Clark Park.

**Valerio:** Nothing

**Snow:** Nothing.

**N. ADJOURNMENT: 7:15pm.**

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Lisa M. Linnet, City Clerk



**EMERGENCY  
CITY COUNCIL MEETING MINUTES  
WEDNESDAY, JULY 13, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**A. CALL TO ORDER: 4:00 p.m.**

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

All members of the City Council were present.

**C. PUBLIC COMMENTS: None.**

**D. REGULAR AGENDA:**

**1. Solano Street Improvement Project Change Order #1 for the 3<sup>rd</sup> and Solano St. Intersection**

Item was presented by City Engineer/Public Works Consultant Robin Kampmann and City Manager Kristina Miller. They explained that the Project Change Order cost of \$150,000 was necessary to address and correct the unforeseen soil conditions at the intersection of 4<sup>th</sup> and Solano Streets and ensure the street stability.

Councilor Demo moved to approve the Project Change Order #1 for the Solano Street Repaving Project in the amount of \$150,000 to Walberg Construction; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0.**

**E. ADJOURNMENT: 4:15 p.m.**

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**Lisa M. Linnet, City Clerk**



## MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** July 20, 2022

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday July 26, 2022 Council Meeting

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

A.	Cash Disbursements	Ending 06-30-22	\$	299,936.40
B.	Cash Disbursements	Ending 07-20-22	\$	417,966.24
C.	Payroll Disbursements	Ending 07-14-22	\$	88,477.30

**GRAND TOTAL \$ 806,379.94**



REPORT : Jul 20 22 Wednesday  
 RUN : Jul 20 22 Time: 13:57  
 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 #: FY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	
033318	06/30/22	BAI02	BAILEY, DILLON	40.00	220702	REC INSTRUCTOR-REC
033319	06/30/22	BLA10	BLANKENSHIP, JACS CORNING	20.00	220702	REC INSTRUCTOR-REC
033320	06/30/22	COR01	VETERINARY CLINIC FIRST	74.00	68320	PROF SVCS-ACO
033321	06/30/22	FIR19	SERVE PRODUCTIONS I JONES,	86331.25	2445	PROP 60 PER CAP '21-PARK SPEC PROJ
033322	06/30/22	JON05	TRISTAN	20.00	220702	REC INSTRUCTOR-REC
033323	06/30/22	REV05	R.E.Y. ENGINEERS, INC.	2336.31	23372	PROF SVCS ADMIN-ATP-WEST ST
				1166.44	23373	PROF SVCS ADMIN-ATP-OLIVE VIEW
			Check Total.....	3502.75		
033324	06/30/22	ROS04	ROSS, KADEN EARL	40.00	220702	REC INSTRUCTOR-REC
033338	06/30/22	BIG02	BIG VALLEY SANITATION, IN	125.00	105178	BLD MAINT-SENIOR CENTER
033339	06/30/22	BUS01	BUSINESS CONNECTIONS	139.00	81127	MAT & SUPPLIES-REC
033340	06/30/22	CAL35	CALIFORNIA BUILDING STAND	167.00	APRJUNE22	SB 1473-BLD & SAFETY
033341	06/30/22	CAR12	CARREL'S OFFICE SOLUTIONS	17.23	AR46170	MAT & SUPPLIES-LIBRARY
033342	06/30/22	CHI14	CHICO STATE ENTERPRISES	2500.00	SP007681	GIS SUPPORT-PLANNING
033343	06/30/22	CYR00	CYRACOM, LLC	25.00	202202805	COMMUNICATIONS-DISPATCH
033344	06/30/22	DEP12	DEPT OF JUSTICE	623.00	589425	PROF SVCS-
033345	06/30/22	BMP01	EMPIRE INSIGNIAS	210.00	2206296	UNIFORMS/CLOTH-POLICE
033346	06/30/22	ENG00	ENGINEERED FIRE SYSTEMS,	187.50	18714	PROF SVCS-BLD & SAFETY
033347	06/30/22	NOR47	NORTHSTAR	800.00	79271	CONSULT LIT-LGL SVCS
				12705.00	79296	PROF SVCS-PW ADMIN
			Check Total.....	13505.00		
033348	06/30/22	PGE01	PG&E	1594.47	220708A	ELECT-
033349	06/30/22	PGE2A	PG&E	301.98	220705A	ELECT-CLELAND PROP
033350	06/30/22	SIL03	SILK CONSULTING GROUP	1757.50	22095	CDBG CV2&3-ADMIN-EMERGENCY RESP (CONSULTANT)
033351	06/30/22	SUB01	SUBURBAN PROPANE	421.48	278622	PROPANE-AIRPORT
033352	06/30/22	TRI02	TRI COUNTY NEWSPAPERS	103.63	00281182	Print/Advert. City Clerk
				107.25	00281237	Print/Advert. City Clerk
			Check Total.....	210.88		
033353	06/30/22	VER02	VERIZON WIRELESS	228.06	991010922	PROP 30-MDC
033355	06/30/22	PAY01	PAYGOV.US LLC	2837.30	1007	COVID 19-FINANCE
033356	06/30/22	STA02	STATE WATER RESOURCES CON	91122.14	220714	ARPA-WATER ARREARAGES GRANT
033372	06/30/22	COR12	CORNING FORD MERCURY, INC	45278.59	233900	VEH REPLAC-POLICE CAP REPLAC
033391	06/30/22	DEP03	DEPT OF TRANS/CAL TRANS	23.49	23000477	Equip.Maint. St&Trf Light
033392	06/30/22	BMP03	EMPOWER TEHAMA	39953.92	05312022	EMPOWER TEHAMA-PROP 47 (2)
033393	06/30/22	JOB01	JOB TRAINING CENTER	632.82	6881	JOB TRAINING CTR-PROP 47 (2)
033394	06/30/22	JOH06	JOHNSON'S TURBO CLEAN	725.00	10132	MAT & SUPPLIES-BLD MAINT
033395	06/30/22	MOO07	MOORE & BOGENER, INC.	1052.04	13176	LGL SVCS-
033396	06/30/22	REV02	REVENUE & COST SPECIALIST	6270.00	9068	PROF SVCS-PW ADMIN
			Cash Account Total.....	299,936.40		
			Total Disbursements.....	299,936.40		
			Cash Account Total.....	.00		

REPORT.: Jul 20 22 Wednesday  
 RUN...: Jul 20 22 Time: 15:12  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-22 thru 07-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033325	07/12/22	CIT03	CITY OF CORNING	166.52	HAL0046	CDBG CV2&3-ASST-EMERGENCY RESP (CHRISTINA HALE)
033326	07/12/22	JOB02	JOBE, WAYNE	68.94	220711	MAT & SUPPLIES-AIRPORT
033327	07/12/22	LEE00	LEE, JACQUELINE PATTON	240.00	220709	REC INSTRUCTOR-REC
033328	07/12/22	MIL17	MILLS, ROBERT	632.26	220711	REFUND SECURITY DEPOSIT-PROP 68 PARK
033329	07/12/22	PGE00	PG&E	358.74	220711	CDBG CV2&3-ASST-EMERGENCY RESP (CHRISTINA HALE)
033330	07/13/22	COM06	COMCAST	13.20	220709	COMMUNICATIONS-PW ADMIN
033331	07/13/22	INF00	INFRAMARK, LLC	65440.15	79488	PROF SVCS-WWTP
033332	07/13/22	LIN01	LINCOLN AQUATICS, INC.	-920.00 3708.69 -258.34 -430.00	SN084748C SN084994 SN085084C SN085175C	MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL
			Check Total.....	2100.35		
033333	07/13/22	NOR03	NCCSIF	209372.00 41694.00	2563 2582	LIABILITY INS-GEN CITY WORKMENS COMP-GEN CITY
			Check Total.....	251066.00		
033334	07/13/22	PAC29	PACE ANALYTICAL SERVICES,	176.37	220673128	PROF SVCS-WTR DEPT
033335	07/13/22	SCH01	LES SCHWAB TIRE CENTER	162.41	00435409	MAT & SUPPLIES-PARKS
033336	07/13/22	TAN00	T AND S DVBE, INC.	1209.75	22-1530	SIGN REPLACEMENT-STR
033337	07/13/22	TEH15	TEHAMA CO SHERIFF'S DEPT	267.80	CLETSCPD	PROF SVCS-DISPATCH
033354	07/14/22	GAB00	GABBARD, BRYAN	210.00	220719	REC INSTRUCTOR-REC
033357	07/15/22	WEB02	WEBSTER, WAYNE C.	300.00	220716	REC INSTRUCTOR-REC
033358	07/18/22	BAI02	BAILEY, DILLON	60.00	220716	REC INSTRUCTOR-REC
033359	07/18/22	GRE07	GREGORIO III, FRANK S.	40.00	220716	REC INSTRUCTOR-REC
033360	07/18/22	HEW01	HEWITT, MATTHEW	185.00	07142022	TRAINING/ED-POLICE
033361	07/18/22	MAD04	MADRIGAL, FRANCISCO	20.00	220716	REC INSTRUCTOR-REC
033362	07/18/22	ROS03	ROSS, SHANE	50.00	220716	REC INSTRUCTOR-REC
033363	07/18/22	ROS04	ROSS, KADEN EARL	30.00	220716	REC INSTRUCTOR-REC
033364	07/18/22	ROS05	ROSS, SHANE LEVI	1200.00	220715	REC INSTRUCTOR-REC
033365	07/18/22	COR55	CORRY, CHASE	15.00	07142022	TRAINING/ED-POLICE
033366	07/18/22	CUR00	CURIEL, EDUARDO	15.00	07142022	TRAINING/ED-POLICE
033367	07/18/22	MCI04	MCINTYRE, JASON	50.50	07142022	TRAINING/ED-POLICE
033368	07/19/22	DOW01	DOWN RANGE	374.40	556374	SAFETY ITEMS-POLICE
033369	07/19/22	QUI02	QUILL CORPORATION	85.95	26276132	OFFICE SUPPLIS-FINANCE
033370	07/19/22	TEH08	COUNTY OF TEHAMA	20.00	2022/0719	PROF SVCS-CITY CLERK
033371	07/19/22	VAL11	VALLEY PACIFIC PETROLEUM	444.91	CL2251951	VEH OP/MAINT-PIRE
033373	07/20/22	ASB00	ASBURY ENVIRONMENTAL SERV	95.00	I50000843	MAT & SUPPLIES-MECH MAINT
033374	07/20/22	COP02	COPY CENTER	37.57	21020	OFFICE SUPPLIES-WTR
033375	07/20/22	COR12	CORNING FORD MERCURY, INC	702.00	216416	VEH OP/MAINT-ACO
033376	07/20/22	COR55	CORRY, CHASE	15.00	07202022	TRAINING/ED-POLICE
033377	07/20/22	GRA02	GRAINGER, W.W., INC	18.24	938069348	MAT & SUPPLIES-PARKS
033378	07/20/22	HOL04	HOLIDAY MARKET #32	194.89	003204313	COVID 19-GEN CITY
033379	07/20/22	INF00	INFRAMARK, LLC	12060.85	80232	PROF SVCS-WWTP
033380	07/20/22	JON02	ROBERT C. JONES INSURANCE	64708.00	220701	GEN INS-GEN CITY
033381	07/20/22	LIN01	LINCOLN AQUATICS, INC.	3715.15 -470.00	SN085639 SN085846C	MAT & SUPPLIES-POOL MAT & SUPPLIES-POOL
			Check Total.....	3245.15		
033382	07/20/22	MCI04	MCINTYRE, JASON	15.00	07202022	TRAINING/ED-POLICE
033383	07/20/22	PAC29	PACE ANALYTICAL SERVICES,	176.37 314.94 302.18	220693328 220697828 220706028	PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT

REPORT : Jul 20 22 Wednesday  
 RUN : Jul 20 22 Time: 15:12  
 Run By : LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-22 thru 07-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Check Total.....				793.49		
033384	07/20/22	PGE09	PG&E	214.23	220715	ELECT-STONEFOX L&L-Z 1, D2
033385	07/20/22	PGE2A	PG&E	46.55	220715	ELECT-BLUE HERON CT
033386	07/20/22	QUI02	QUILL CORPORATION	183.49	226371568	OFFICE SUPPLIES-
033387	07/20/22	RES04	RESERVE ACCOUNT	3000.00	220715	COMMUNICATIONS-
033388	07/20/22	SCP00	SCP DISTRIBUTORS LLC	1948.26	SN085465	MAT & SUPPLIES-WTR
				-500.00	SN085742C	MAT & SUPPLIES-WTR
Check Total.....				1448.26		
033389	07/20/22	TEH06	TEHAMA CO ENVIRON HEALTH	294.00	IN0009150	REQ PYMTS/CNTY-MECH MAINT
				315.00	IN0009367	MAT & SUPPLIES-POOL
Check Total.....				609.00		
033390	07/20/22	VAL11	VALLEY PACIFIC PETROLEUM	1699.92	CL2251950	MAT & SUPPLIES-
033397	07/20/22	ATT13	AT&T	778.83	220711	COMMUNICATIONS-DISPATCH
033398	07/20/22	UND01	UNDERGROUND SERVICE ALERT	716.81	202211371	USA SERV ALERTS-STR
033399	07/20/22	VAL11	VALLEY PACIFIC PETROLEUM	2380.71	519509	VEH OP/MAINT-
Cash Account Total.....				417966.24		
Total Disbursements.....				417966.24		
Cash Account Total.....				.00		

REPORT.: Jul 20 22 Wednesday  
 RUN...: Jul 20 22 Time: 15:12  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 07-22 thru 07-22 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13270	07/14/22	BAN03	POLICE OFFICER ASSOC.	250.00	C20712	POLICE OFFICER ASSOC
13271	07/14/22	CAL37	CALIFORNIA STATE DISBURSE	138.46	C20712	WITHHOLDING ORDER
13272	07/14/22	EDD01	EMPLOYMENT DEVELOPMENT	5663.90 1693.42 1063.48 161.11	C20712 1C20712 2C20712 3C20712	STATE INCOME TAX SDI STATE INCOME TAX SDI
			Check Total.....	8581.91		
13273	07/14/22	FED00	FEDERAL PAYROLL TAXES (EF	16041.93 19022.54 4448.78 2932.09 1816.12 424.74	C20712 1C20712 2C20712 3C20712 4C20712 5C20712	FEDERAL INCOME TAX FICA MEDICARE FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	44686.20		
13274	07/14/22	ICM01	ICMA RETIREMENT TRUST-457	3576.24 185.00	C20712 1C20712	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....	3761.24		
13275	07/14/22	PERS1	PUBLIC EMPLOYEES RETIRE	24798.35 104.28	C20712 1C20712	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....	24902.63		
13276	07/14/22	PERS4	Cal Pers 457 Def. Comp	3061.59 497.50	C20712 1C20712	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	3559.09		
13277	07/14/22	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C20712	WageOrder F#20000149
13278	07/14/22	VAL06	VALIC	2344.38 142.50	C20712 1C20712	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2486.88		
			Cash Account Total.....	88477.30		
			Total Disbursements.....	88477.30		

Date.: Jul 20, 2022  
Time.: 3:23 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
MIKE'S HEATING & AIR	19833 RIVERSIDE AVE	ANDERSON, CA 96007	CONTRACTOR - HVAC	07/19/22
RUSH, ASHLEY	1706 SOLANO ST	CORNING, CA 96021	BOOTH RENTAL @MANE FOCUS - COSMETOLOGIST	07/13/22

ITEM NO.: G-5  
AUTHORIZE PAYMENT OF INVOICE  
#23372 IN THE AMOUNT OF \$2,336.31 TO  
R.E.Y. ENGINEERS FOR THE WEST  
STREET SCHOOL ATP CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES

July 26, 2022

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

**SUMMARY:**

Staff requests Council authorize payment of invoice #23372 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$2,336.31. This will be the tenth payment for this contract.

A summary of work completed between June 1<sup>st</sup> to June 30<sup>th</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 #23372 IN THE AMOUNT OF \$2,336.31 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 23372  
 Date 07/08/2022

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

Professional services through June 30, 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	57.00	82,645.51	80,309.20	2,336.31
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>59.48</b>	<b>113,529.93</b>	<b>111,193.62</b>	<b>2,336.31</b>

Invoice total 2,336.31

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23372	07/08/2022	2,336.31	2,336.31				
	<b>Total</b>	<b>2,336.31</b>	<b>2,336.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



July 8, 2022

City of Corning  
 794 Third Street  
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: West Street Elementary School Connectivity Project  
 Period: June 1 – June 30, 2022

Work Performed This Period:

- Project Approval and Environmental Document
  - Complete
- Project Management
  - Status Report
  - Bi weekly check in calls
  - Notify PG&E of project delay with respect to pedestrian crossing
- Environmental Services
  - No work this month
- Topographic data collection
  - No work this month
- Preliminary Design
  - No work this month
- PS&E
  - Review 60% Comments
  - Prepare 60% Comment Matrix
  - Review sample specifications and front-end documents provided by City
- Additional Tasks
  - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Final Design
  - Respond to 60% Comments
  - Prepare specifications

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	57%	\$82,645.51
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>59.48%</b>	<b>\$113,529.93</b>

Submitted By,

Aaron Brusatori, PE



ITEM NO.: G-6  
AUTHORIZE PAYMENT OF INVOICE  
#23373 IN THE AMOUNT OF \$1,166.44 TO  
R.E.Y. ENGINEERS FOR THE OLIVE  
VIEW SCHOOL ATP CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES

July 26, 2022

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

**SUMMARY:**

Staff requests Council authorize payment of invoice #23373 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$1,166.44. This will be the tenth payment for this contract.

A summary of work completed between June 1<sup>st</sup> to June 30<sup>th</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 #23373 IN THE AMOUNT OF \$1,166.44 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 23373  
Date 07/08/2022

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

Professional services through June 30, 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	56.37	74,968.84	73,802.40	1,166.44
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>60.13</b>	<b>105,612.66</b>	<b>104,446.22</b>	<b>1,166.44</b>

Invoice total 1,166.44

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23373	07/08/2022	1,166.44	1,166.44				
	<b>Total</b>	<b>1,166.44</b>	<b>1,166.44</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



July 8, 2022

City of Corning  
 794 Third Street  
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: Olive View Elementary School Connectivity Project  
 Period: June 1 – June 30, 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
    - Review sample specifications and front-end documents provided by the City. Prepare list of standard plans utilized with project.
- 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	56.37%	\$74,968.84
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>60.13%</b>	<b>\$105,612.66</b>

Submitted By,

Aaron Brusatori, PE

**ITEM NO.: J-7  
APPROVE AGREEMENT WITH ALLIANCE  
ENVIRONMENTAL SERVICES INC. FOR  
CONSULTANT SERVICES TO PROVIDE LEAD  
AND ASBESTOS TESTING AS PART OF  
PROPOSITION 68 PARK DEVELOPMENT  
AND COMMUNITY REVITALIZATION GRANT  
July 26, 2022**

**TO: CITY COUNCIL OF THE CITY OF CORNING**  
**FROM: KRISTINA MILLER, CITY MANAGER**   
**LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER**

**SUMMARY:**

Staff requests Council approval of the proposed Agreement (attached) for Consultant Services to :

1. Provide lead and asbestos testing for all buildings located in Exhibit A;
2. Collect bulk samples of suspected Asbestos Containing Materials (ACM's/lead containing paint) and submit to a certified laboratory for analysis; and
3. Preparation and submittal of sample results.

Lead and asbestos testing and removal is required prior to demolition of the buildings. Three quotes were received with Alliance Environmental Services, Inc. providing the lowest response. While the City did follow purchasing procedures, pursuant to Corning Municipal Code section 3.12.082.A.3, professional services are exempt from the formal bidding process.

**BACKGROUND:**

The City of Corning was awarded \$8.5 million in funding from the California Department of Parks and Recreation, Proposition 68 Round 4 Statewide Park Development and Community Revitalization Program. This Grant Funding is to be utilized to construct a Recreation Center, Splash Pad, and City Plaza on 1.79 acres across from Corning City Hall on the southside of Solano Street between 3rd and 4th streets.

The Recreation Center and City Plaza will act as a catalyst to revitalize downtown, create a sense of place for community events and activities, and provide recreational opportunities for residents. The project will also incorporate a visual element to educate the community about the history of Corning and its Indigenous people. The Recreation Center will provide a healthy place for youth and community members of all ages to recreate and form positive relationships.

According to University of Wisconsin Population Health Institute California County Health Ranking, the City of Corning (being located in Tehama County) ranks 55th of 58 California counties in terms of health behaviors (i.e., adult obesity, physical inactivity, lack of access to exercise opportunities, etc.). This Project will allow the City to expand its current recreation program offerings, which the City currently cannot offer due to a lack of facilities.

The Project will greatly enhance downtown Corning by replacing the existing blighted property and dilapidated buildings with an attractive City Plaza and Recreation Center. The Recreation Center and City Plaza will be constructed to LEED standards, comply with CalGreen requirements, and contain drought tolerant and native landscaping.

**FINANCIAL:**

The cost of the lead and asbestos testing and reporting in the amount of \$11,184 will be fully funded through the California Department of Parks and Recreation Proposition 68 Round 4 Statewide Park Development and Community Revitalization Program Grant. Should an additional day of testing be required there is potential for the cost to increase. Due to the need to timely move this project forward, Staff is requesting City Manager authorization to sign contract amendments up to an additional \$5,000.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE STAFF TO:**

- **APPROVE AGREEMENT WITH ALLIANCE ENVIRONMENTAL SERVICE INC. TO PROVIDE THE CITY WITH LEAD AND ASBESTOS TESTING AND REPORTING SERVICES AT A COST OF \$11,184; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN CONTRACT AMENDMENTS UP TO AN ADDITIONAL \$5,000.**

## **PROFESSIONAL SERVICES AGREEMENT FOR DEVELOPMENT IMPACT FEE CONSULTANT**

**IDENTIFICATION:** This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Corning, a California Municipal Corporation ("City"), and Alliance Environmental Services Inc., a Professional Services Consultant ("Consultant").

### **1. RECITALS:**

1.1. City has determined that it requires the following professional services from a consultant:

1. Perform lead and asbestos sampling services for all buildings located in "Exhibit A".
2. Collect bulk samples of suspected Asbestos Containing Materials (ACM's/lead containing paint and submit to a certified laboratory for analysis.
3. Preparation and submittal of sample results.
4. Provide a report of location of asbestos and lead containing materials, disposal methods, and worker protection requirements.

1.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

1.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

### **2. DEFINITIONS:**

2.1. "Lead and Asbestos Professional": A Lead and Asbestos Professional is any individual with the qualifications and experience to perform the professional services identified in Section 2.1.

2.2. "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit B and incorporated herein by this reference.

2.3. "Agreement Administrator": The Agreement Administrator for this project is Kristina Miller, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. City reserves the right to change this designation upon written notice to Consultant.

2.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

2.5. "Commencement Date": **July 26, 2022.**

2.6. "Termination Date": **November 1, 2022.**

**3. TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### **4. CONSULTANT'S DUTIES:**

4.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

4.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

4.3. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

4.4. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

4.5. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The City Manager shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

4.6. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement. Should one or more of

such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

4.7. Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, laboratory analysis, encroachment permits and building and safety permits and inspections.

4.8. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

4.9. Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **5. SUBCONTRACTING:**

5.1. General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.2. Consultant Responsible. Consultant shall be responsible to City for all services to be performed under this Agreement.

5.3. Identification in Fee Schedule. All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

## **6. COMPENSATION:**

6.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

6.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor



charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

6.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

6.4. Disputes. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.5. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

6.6. City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

6.7. Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

**7. PREVAILING WAGES:** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

**8. OWNERSHIP OF WRITTEN PRODUCTS:** All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**9. RELATIONSHIP OF PARTIES:**

9.1. General. Consultant is, and shall at all times remain as to City, a wholly independent contractor.

9.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

9.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

9.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **10. INDEMNIFICATION:**

10.1 Consultant to Indemnify City. Consultant shall indemnify the City, its elected officials, officers and employees from any judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a negligent act, or omission of the Consultant, or the willful misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work.

## **11. INSURANCE:**

11.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

11.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference:

- Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.

- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

11.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
  - General Aggregate: \$2,000,000 • Products Comp/Op Aggregate \$2,000,000
    - Personal & Advertising Injury \$1,000,000
    - Each Occurrence \$1,000,000
    - Fire Damage (any one fire) \$ 50,000
    - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of: (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

11.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited, or restricted Occurrence forms are not acceptable.

11.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

11.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, nonowned, and hired automobiles, and trucks.

11.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

11.8. Claims-Made Policies. If any of the required policies provide coverage on a claims made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of City of Corning must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

11.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

11.11. Notices. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Corning, ATTN: Public Works Director, 794 Third Street, Corning, CA 96021.

11.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or

self-insurance maintained by City and/or its officers, employees, agents, or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.13. Report of Claims to City. Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

11.14. Premium Payments and Deductibles. Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

11.15. Duty to Defend and Indemnify. Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

## **12. MUTUAL COOPERATION:**

12.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

## **13. NOTICES:**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

### **If to City:**

City of Corning  
ATTN: City Manager  
794 Third Street  
Corning, CA 96021

### **If to Consultant:**

Alliance Environmental Services  
Attn: William Irwin, President  
3135 Rae Creek Dr.  
Chico, CA 95973

**14. SURVIVING COVENANTS:** The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to

the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

#### **15. TERMINATION:**

15.1. City Termination. City may terminate this Agreement for any reason on ten calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials, or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

15.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

15.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

15.4. Remedies. City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

#### **16. INTERPRETATION OF AGREEMENT:**

16.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

16.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

16.3. Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

16.4. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

16.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not

be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## **17. GENERAL PROVISIONS:**

17.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

17.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

17.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

17.4. Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

17.5. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

17.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.

17.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam Veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in

conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

17.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

17.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

17.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers, or remedies.

17.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

17.12. Venue. The venue for any litigation shall be Tehama County, California and Consultant hereby consents to jurisdiction in Tehama County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**CITY OF CORNING:**

**CONSULTANT:**

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

By: \_\_\_\_\_  
**Alliance Environmental Services, Inc.**

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

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

**Attest:**

**Approved as To Form:**

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

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

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

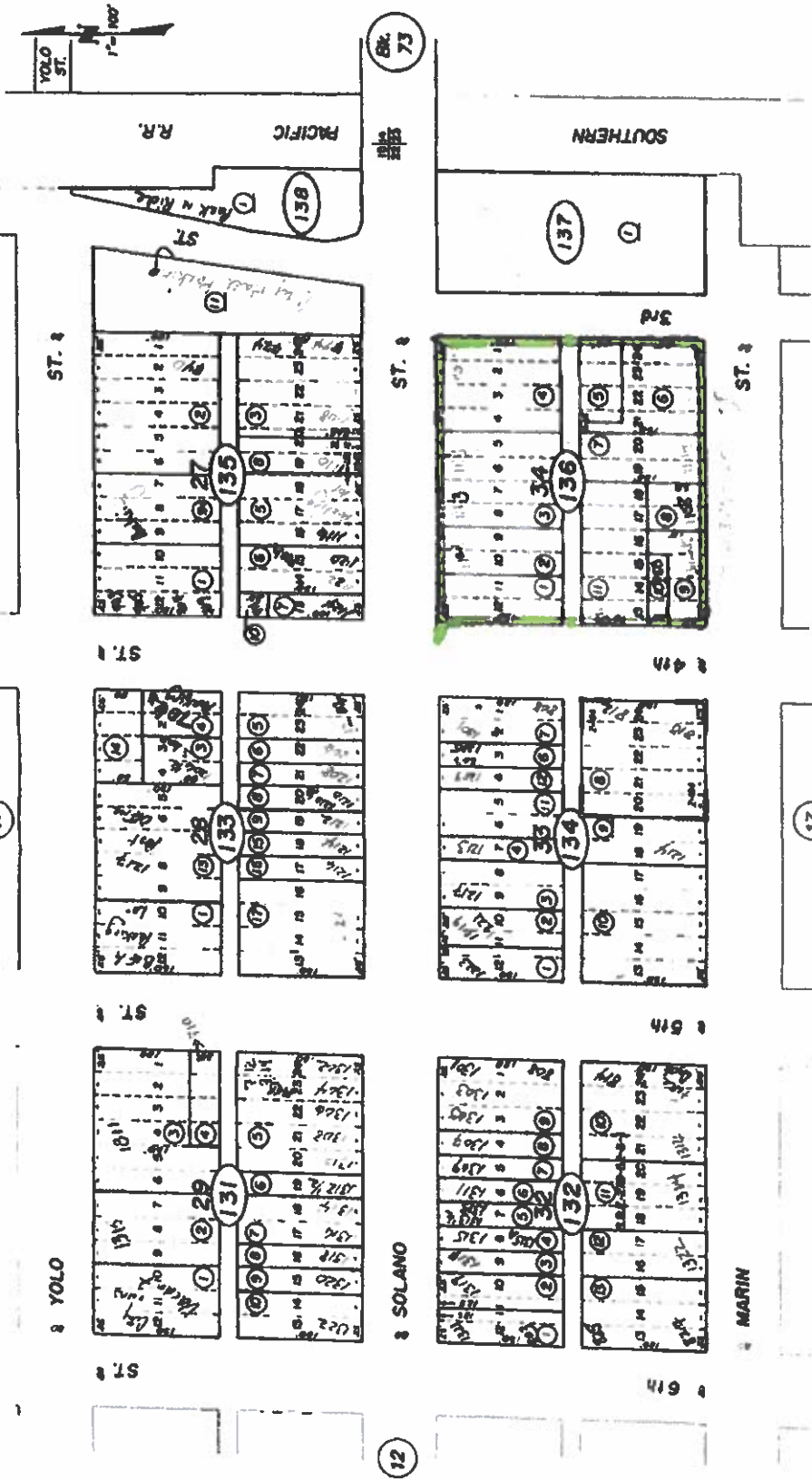
Date: \_\_\_\_\_



Exhibit A:

71-13

SUBDIVIDED LAND IN SE1/4 SEC. 15, & NE1/4 SEC. 22, T.24N., R.3W., M.D.B.&M.  
Tax Atlas Code



Assessor's Map Blk. 71 -Pg. 13  
County of Tehama, Calif.

NOTE-Assessor's Block Numbers Shown in Ellipse  
Assessor's Parcel Numbers Shown in Circles

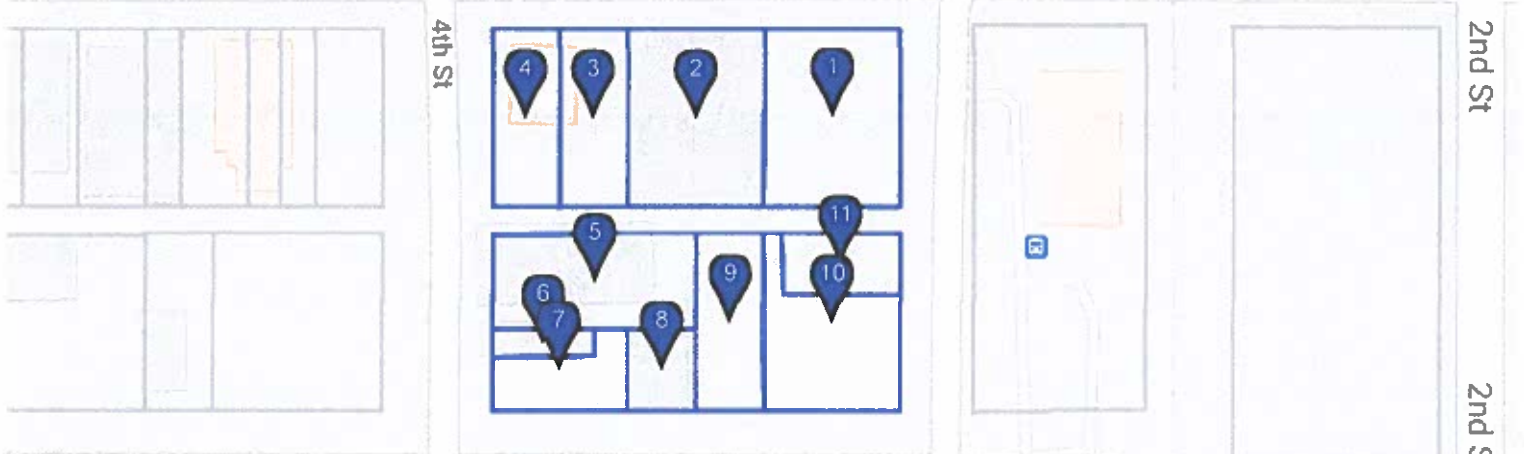
R.S. Blk. Z. Pg. 94

Exhibit A:  
Corning City Library



Solano St

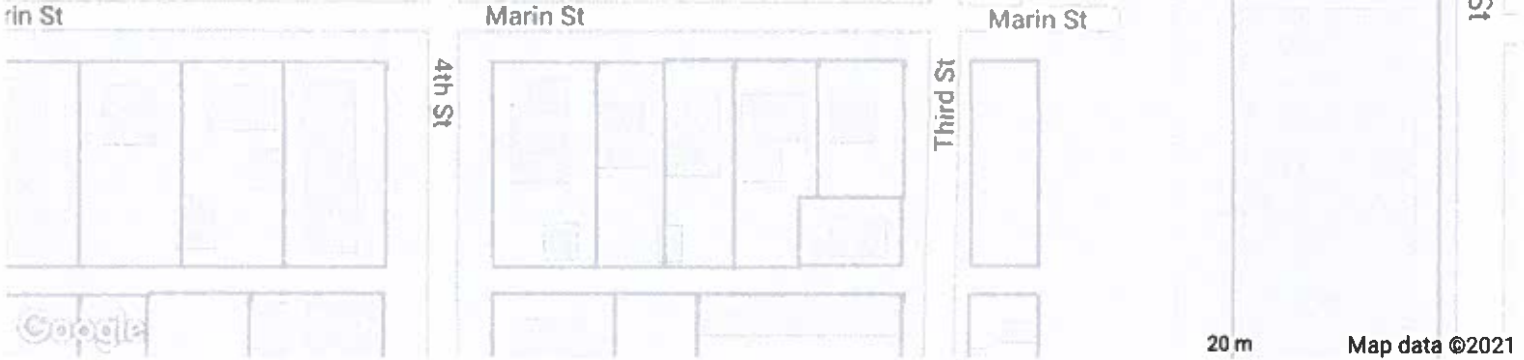
Solano St



4th St

2nd St

2nd St



4th St

Third St



Phone/Fax: (530) 345-8562

CA. Lic. #776274

Exhibit B:

## Alliance Environmental Services Inc. (AES)

3135 Rae Creek Drive  
Chico, CA. 95973  
www.alliancehazmat.com

June 20, 2022

City of Corning  
Kristina Miller, City Manager  
794 Third Street  
Corning, CA 96021  
kmiller@corning.org  
530-824-7033

**RE: Bid Proposal for Asbestos and Lead Sampling for Four (4) Buildings and One (1) Shed located at 811 and 813 4<sup>th</sup> Street, 1111 Solano Street and 1158 Marin Street Corning, CA 96021.**

To whom it may concern:

Please find herewith a cost estimate for providing asbestos/lead sampling services for the four (4) buildings and one (1) shed located at 811 and 813 4th Street, 1111 Solano Street and 1158 Marin Street Corning, CA 96021. Bid proposal is based on Alliance Environmental Services, Inc. (AES) recent discussion of the property. Alliance Environmental Services, Inc. will follow laws regarding Asbestos Containing Material (ACM), Asbestos-Containing Construction Material (ACCM), and lead containing materials.

The purpose of the sampling will be to identify possible friable and non-friable Asbestos-Containing Material (ACM) and/or lead paint that may require remediation. The services will be conducted by a Certified Asbestos Consultant (CAC).

**Scope of Work will consist of the following tasks:**

1. Perform asbestos/lead sampling of the four buildings and one shed.
2. Collect bulk samples of suspect ACMs/lead containing paint and submit to a certified lab for analysis.
3. Preparation and submittal of sample results.
4. Provide a report of location of asbestos and lead containing materials, disposal methods, and worker protection requirements.

**Note:** Pricing does not include multiple visits to site. Sampling of all locations to be performed on same day/time in succession. If a second day of sampling is required there will be an additional \$250.00 cost.

**Alliance Environmental Services, Inc. will perform the services outlined in the above tasks for a lump sum price of \$11,184.00.**

This project is based on information provided by the Client and completed limited property inspection and is subject to change if the requirements identified in the scope of work are modified or changed by the Client. All work performed under this proposal is subject to our terms and conditions set forth in our Services Agreement. A completed and signed Services Agreement will be required to initiating our services.

Sincerely,  
William E. Irwin, President, Certified Hazardous Materials Manager, U.C. Davis  
Asbestos DOSH #1090 (MTA-5818)

Certified Asbestos Consultant #13-5191 (MTA-5818)

Certified Project Designer, Planner and Project Contractor/Supervisor #MTA-5818

CA DOPH Lead Supervisor #27415

**ITEM NO: J-8  
APPROVE AND AUTHORIZE CITY  
MANAGER TO SIGN A 3-YEAR  
JANITORIAL CONTRACT EXTENSION  
AMENDMENT FOR JANITORIAL  
SERVICES WITH ALEJANDRA OCHOA,  
DBA OCHOA CLEANING**

**July 26, 2022**

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

**SUMMARY:**

The City is currently Contracted with Alejandra Ochoa for Janitorial Services. This Agreement expires July 31, 2022. Alejandra Ochoa has agreed to the contract amendment for an additional 3-years with a \$363/month increase to the existing negotiated monthly contract amount of \$4,007/month.

Staff is requesting Council approval of a Contract Amendment with Alejandra Ochoa to extent the Janitorial Service Contract for a term of 3 years with a negotiated monthly rate increase of \$363, a yearly increase of \$4,356 over what was included in the 2022-2023 Annual Budget for these services.

**FUNDING:**

If approved, the contract amount of \$4,370 per month would be funded from the following budget line numbers:

001-6320-3600	Building Maintenance/Janitorial Services	\$767.26
610-6320-3600	Building Maintenance/Janitorial Services	\$471.79
630-6320-3600	Building Maintenance/Janitorial Services	\$471.79
001-6320-1700	Library/Janitorial Services	\$565.59
001-6320-6100	Parks/Janitorial Services	\$975.86
625-6750-3160	Transportation Facility/Building Maintenance.	\$551.86
160-6150-3300	Materials & Supplies/Recreation	\$565.85

The Rodgers Theater cleaning will be paid from the Recreation Budget Line Number 160-6150-3300 in the amount of \$565.85 per month and will continue to be funded through the Promise Neighborhood Recreation Program Grant through December 31, 20122 and General Funds thereafter. The Transportation Facility/Building Maintenance is paid through a current reimbursement Agreement with the County.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE 3-YEAR JANITORIAL CONTRACT EXTENSION AMENDMENT FOR JANITORIAL SERVICES WITH ALEJANDRA OCHOA, DBA OCHOA CLEANING AT \$4,370 PER MONTH; AND**
- **AUTHORIZE APPROPRIATION OF \$4,370 FROM GENERAL FUND RESERVES TO COVER INCREASED COSTS.**

## **FIRST AMENDMENT TO CONTRACT FOR JANITORIAL SERVICES**

This First Amendment to the Janitorial Services Contract dated July 30, 2019 ("First Amendment") is entered into on August 1, 2022 by and between the City of Corning, a Municipal Corporation ("City"), and Alejandra Ochoa dba Ochoa Cleaning ("Contractor"). City and Contractor may collectively be referred to as the "Parties."

### **RECITALS**

- A. On July 30, 2019, City and Contractor entered into a Janitorial Services Contract ("Original Contract") whereby Contractor was to provide janitorial services to various City owned and/or leased properties at a total monthly cost of \$4,392.00. By mutual agreement of both parties, this amount was later decreased by \$385/mo. when Recreation Room cleaning services were no longer needed, leaving the monthly service amount at \$4,007. The Original Contract and this First Amendment may jointly be referred to herein as the "Agreement".
- B. The term of the Original Contract was three years, from August 1, 2019 through July 31, 2022.
- C. The Parties seek to amend the Original Contract through this First Amendment to extend the term of the Agreement an additional three years, and to also to increase the monthly compensation by \$363/mo. to \$4,370.00.

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. The Parties seek to amend the compensation set forth in Article II of the Original Contract to increase it to \$4,370.00 per month.
- 3. The Parties seek to amend the term set forth in Article III of the Original Agreement to repeal the current language and replace it with the following:

"The term of this Agreement shall be a three-year period, commencing August 1, 2022 and ending on July 31, 2025, unless extended by written consent from both Parties, or otherwise terminated as set forth in Article IV below."

- 4. Confirmation of Other Terms. All of the terms and conditions from the Original Contract not specifically modified or amended by this First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereby have executed this Second Amendment effective on August 1, 2022.

**CITY OF CORNING**

**ALEJANDRA OCHOA, DBA Ochoa Cleaning**

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

\_\_\_\_\_  
**Alejandra Ochoa, Ochoa Cleaning**

**ATTEST**

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