



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION AGENDA  
THURSDAY, NOVEMBER 10, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest 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: 5:00 p.m.**

**B. ROLL CALL:**

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

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

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

- 1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:  
Agency Negotiator: Greg Einhorn, Labor Relations Consultant  
Bargaining Units: Management, Public Safety, Dispatcher, and Miscellaneous**

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



**CITY COUNCIL  
REGULAR MEETING AGENDA  
THURSDAY, NOVEMBER 10, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET  
OR VIA ZOOM**

<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 IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

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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

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:

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 October 24, 2022 City Council Closed Session and Regular meetings with any necessary corrections.
3. November 2, 2022 Claim Warrant in the amount of \$320,530.61.
4. November 2, 2022 Business License Report.
5. October 2022 Wages & Salaries: \$387,563.81.
6. October 2022 Treasurer's Report.
7. October Building Permit Valuation Report in the amount of \$1,432,818.
8. October 2022 City of Corning Wastewater Operations Summary Report.
9. Authorize payment of invoice #188679 to PSOMAS in the amount of \$69,561.44 for construction management and inspections during the Solano Street Improvement Project.
10. Approve cancellation of the December 27, 2022 City Council Meeting due to the Christmas Holidays.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

11. Presentation of the updated Municipal Services Review (MSR) for City Council approval and recommendation to LAFCO (Local Agency Formation Commission) consideration and adoption.
12. Award Bid for the Building Demolition Project to Central Valley Environmental in the amount of \$123,153 and authorize Staff to execute Contract.
13. Approve the installation of a new 6 ft. tall fence at the Northside Park Basketball Court; and the installation of five solar lights with posts at the Corning Community Park Basketball Courts; and appropriation in the amount of \$26,475 from City General Fund Reserves for associated costs of these installations.
14. Request direction for future Youth Recreation Enrichment Program minimum enrollment requirements.

15. **Approve Purchase Agreement for the property located on the northwest corner of Marin and Fourth Street from David A & Eileen Rodgers in the amount of \$70,000. APN: 071-134-008-000**

16. **Approve Professional Service Contract for Building Official/Inspector Services with Wyatt Paxton.**

**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, NOVEMBER 4, 2022**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, OCTOBER 25, 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: 5:00 p.m.**

**B. ROLL CALL:**

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

All members of the Commission were present.

**C. PUBLIC COMMENTS: None**

**D. REGULAR AGENDA:**

- 1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**  
Agency Negotiator: Greg Einhorn, Labor Relations Consultant  
Bargaining Units: Management, Public Safety, Dispatcher, and Miscellaneous

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:30 p.m. Mayor Snow reported that direction was provided to Staff.**



**CORNING CITY COUNCIL  
MEETING MINUTES  
TUESDAY, OCTOBER 25, 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**

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  
Jose "Chuy" Valerio  
Shelly Hargens  
**Mayor:** Robert Snow

All members of the City Council were present.

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

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

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

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

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

**Judy Turner** (Friends of the Library): Stated that a letter had been sent to City Council Members and the City Manager requesting some improvements to the Library prior to the "50yr. Celebration of the Corning Library" Ce planned to be held in the summer of 2024. She further stated that the Friends of the Library would like to work with the City towards making the Library better.

**Renee Beckley:** Announced that the Barrier Tune-up event held this past weekend, October 22<sup>nd</sup>, at the Corning Airport was very successful. She thanked the City for their assistance. Mayor Snow also thanked City Staff for assisting in making this event successful.

**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 with any necessary corrections:**
  - a) **October 11, 2022 City Council Meeting; and**
  - b) **October 17, 2022 Special City Council Meeting.**
3. **October 19, 2022 Claim Warrant in the amount of \$377,266.35.**
4. **October 19, 2022 Business License Report.**
5. **Authorize payment of Invoice 23807 in the amount of \$489.31 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.**
6. **Authorize payment of Invoice #23808 in the amount of \$685.04 to R.E.Y. Engineers for the Olive View ATP Connectivity Project Engineering and Environmental Services.**
7. **Adopt Ordinance 702, an Ordinance amending Title 17 to add Chapters 17.70 and 17.71 establishing regulations regarding Urban Dwelling Units and Urban Lot Splits in Single Family Residential Zones. (2<sup>nd</sup> Reading & Adoption).**
8. **Adopt Ordinance 703, an Ordinance deleting Chapter 17.24 and amending Chapters 17.22, 17.47 and 17.48 of the Corning Municipal Code to permit all Commercial Uses within the CH Highway Service Commercial Overlay District. (2<sup>nd</sup> Reading & Adoption)**
9. **Approve moving the November 8, 2022 City Council Meeting to November 10, 2022 due to use of the City Council Chambers as a Polling Place for the Statewide General Election.**

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

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

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

**J. REGULAR AGENDA:**

10. **Authorize Staff to seek Requests for Proposals (RFP) for Architectural and Engineering Design Services for the Corning City Plaza and Recreation Center Project.**

Introduced by Public Works Consultant/Engineer Robin Kampmann who stated that this will be the second step in the construction process for the new Park across from City Hall. She stated that the RFP will be for a complete design team for the Project. The City is allowing about a month for review and submittal of RFP's.

Councilor Demo moved to authorize Staff to seek Requests for Proposals (RFP's) for architectural and Engineering Design Services for the City of Corning City Plaza and Recreation Center Project.

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

**11. Review of Community Public Art Program Artist Submissions - discussion and award.**

Introduced and presented by Planner II/Recreation Coordinator Christina Meeds. Ms. Meeds stated that the City received five applications with design and location. She then presented a slideshow illustrating the submitted applications. She stated that there were not enough submittals to cover all of the proposed sites, therefore she would like to leave the application period open.

Submitting designs and locations were Philip Moller; Caidee Johnson; Abdiel Campillo; Ruth Myhre, and Whitney Manning. Mayor Snow confirmed that we have five Signal Control Cabinets and have received five submissions requesting a box, this is a starting point. He then suggested that we move forward with selecting the art for the boxes.

By City Council consensus, the following design/artists were selected for the :

South/Hwy. 99W: Poppies – Philip Moller

Solano/Marguerite: Caidee Johnson– Olive Tree w/Cardinal

Solano/Hwy. 99W: Abdiel Campillo – Green Impala Vehicle

Sixth/Solano: Old Maywood Motel – Ruth Myhre

Solano/Toomes: Whitney Manning – VPS Painting Group

Also, by City Council consensus, the Trash Can and Backflow Device painting selection will be left up to Staff and Staff was authorized to continue accepting art submissions. Philip Moller also asked about painting trash cans and was informed to contact Christina Meeds to coordinate.

**12. Presentation of the updated Municipal Services Review (MSR) for City Council approval and recommendation to LAFCO (Local Agency Formation Commission) consideration and adoption.**

Planner II Christina Meeds stated this item would need to be pulled and rescheduled for presentation at the next City Council meeting.

**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:** Stated he missed the Tehama County Transportation Commission Meeting yesterday.

**Burnett:** A Craft Fair and lunch will be held at the Senior Center on December 10<sup>th</sup>.

**Hargens:** Announced that she had attended the Tripartite Board Meeting and it went well.

**Valerio:** Announced the annual Treat Street event on October 31<sup>st</sup> from 2pm to 5pm and stated that DM-Tech will have their haunted house. He reported he had attended the Spooktacular event in Red Bluff. He reported he also attended the Spook Fest event at Northside Park, it was a success, with 350 in attendance. He announced that the Veterans Day Parade will be held on November 11<sup>th</sup> starting at 11am. The Chamber of Commerce Polar Express Parade will be held on December 3<sup>rd</sup> starting at 5:30pm. The Annual Spaghetti Feed at the Fire Department on December 3<sup>rd</sup> from 4pm to 8pm.

**Snow:** Announced that he and Council Member Valerio attended a two/two branch out meeting with the Elementary and High School District.

**Kristina Miller:** Announced the December 10<sup>th</sup> "Breakfast with Santa" Event which will include a craft and story read by Mrs. Claus at the Library and a book given out. She thanked New Life Assembly and Corning Rotary for their assistance with the breakfast.

**N. ADJOURNMENT: 7:20 p.m.**

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Lisa M. Linnet, City Clerk



## MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** Mariana Brimm  
Accounting Manager

**DATE:** November 3, 2022

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday November 10, 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 10-31-22</b>	<b>\$</b>	<b>158,153.84</b>
<b>B.</b>	<b>Payroll Disbursements</b>	<b>Ending 10-31-22</b>	<b>\$</b>	<b>46,191.29</b>
<b>C.</b>	<b>Cash Disbursements</b>	<b>Ending 11-02-22</b>	<b>\$</b>	<b>39,973.71</b>
<b>D.</b>	<b>Payroll Disbursements</b>	<b>Ending 11-02-22</b>	<b>\$</b>	<b>76,211.77</b>

**GRAND TOTAL \$ 320,530.61**

REPORT.: Oct 31 22 Monday  
 RUN...: Oct 31 22 Time: 12:46  
 Run By.: MARY BRIMM

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 10-22 thru 10-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033868	10/20/22	LEE00	LEE, JACQUELINE PATTON	240.00	221022	REC INSTRUCTOR-REC
033869	10/21/22	CUR00	CURIEL, EDUARDO	379.50	221021	TRAINING/ED-POLICE
033870	10/21/22	FIR14	FIRST NATIONAL BANK OMAHA	8091.46	220927	MAT & SUPPLIES-
033871	10/21/22	ROB04	ROBBINS, RON	86.96	10212022	MEDICAL REIMBURSEMENT
033872	10/21/22	FIR10	FIRST NATIONAL BANK OMAHA	724.33	220927	COMMUNICATIONS-
033873	10/21/22	JON02	ROBERT C. JONES INSURANCE	304.00	2022-1019	GEN INS-GEN CITY
033874	10/21/22	WEB02	WEBSTER, WAYNE C.	105.00	221022	REC INSTRUCTOR-REC
033875	10/21/22	KNI01	KNIGHT, ASHLEY	160.88	221021	TRAINING/ED-DISPATCH
033876	10/31/22	ATT02	AT&T	993.49	18970305	Communications -
033877	10/31/22	COR08	CORNING LUMBER CO INC	355.17	221025	Mat/Supplies
033878	10/31/22	COR2A	CORNING MINI STORAGE	75.00	32185	Mat & Supplies - Rec
033879	10/31/22	DOW01	DOWN RANGE	89.00	577456	Safety Item - Police
033880	10/31/22	ECO05	ECORP CONSULTING, INC.	877.50	98184	Prof Svcs - Planning
033881	10/31/22	EMP03	EMPOWER TEHAMA	56609.42	08312022	EMPOWER TEHAMA - PROP 47 (2)
033882	10/31/22	ENT03	ENTEK CONSULTING GROUP, I	2000.00	22/0404	Hazardous Cleanup - Prop 68 Park
033883	10/31/22	GAY02	GAYNOR TELESYSTEMS, INC	160.14	000041689	Communications -
033884	10/31/22	IND03	INDUSTRIAL POWER PRODUCTS	210.09	362883	Mat & Supplies -
033885	10/31/22	INL01	INLAND BUSINESS SYSTEMS	157.49	IN3033699	Equip Maint -
033886	10/31/22	N.C00	N. COMPASS APPRAISALS	500.00	NC2204003	Prof Svcs - Gen City
033887	10/31/22	NYE01	NYE, GAVIN	54.00	20221024	LANDSCAPE MAINT - PARKS
033888	10/31/22	PAC29	PACE ANALYTICAL SERVICES,	176.37	221075128	Prof Svcs - Water
				343.39	221101328	Prof Svcs - Water
				176.37	221101928	Prof Svcs - Water
			Check Total.....:	696.13		
033889	10/31/22	PES01	PESTMASTER SERVICES, INC.	990.79	359879	Tree/Pest & Weed Spray -
				990.79	363403	Tree/Pest & Weed Spray -
			Check Total.....:	1981.58		
033890	10/31/22	PSO00	PSOMAS	69561.44	188679	Solano Street Proj - Str Projects
033891	10/31/22	QUI02	QUILL CORPORATION	24.33	28616833	Office Supplies
033892	10/31/22	RED19	REDDING, DANNY	2473.74	221031	Reimb - Sedgwick Check
033893	10/31/22	RES04	RESERVE ACCOUNT	3000.00	221026	Communications -
033894	10/31/22	RON03	RON DUPRATT FORD	114.65	340451	Veh Op/Maint -
033895	10/31/22	S&L00	S & L BREWER ENTERPRISES	250.00	22CORN10	K9 Program
033896	10/31/22	SCP00	SCP DISTRIBUTORS LLC	1967.20	SN091645	Mat & Supplies - Wtr
				1967.20	SN091785	Mat & Supplies - Wtr
				-555.00	SN091759CC	Mat & Supplies -Wtr
			Check Total.....:	3379.40		
033897	10/31/22	SIL03	SILK CONSULTING GROUP	1377.50	22117	CDBG CV2&3 - Admin Emergncy Resp
033898	10/31/22	SMI00	SMITH, JENNIFER	103.44	10222022	Mat & Supplies - Police
033899	10/31/22	TAN00	T AND S DVBE, INC.	467.64	22-3105	Mat/Supplies -
033900	10/31/22	USA01	USA BLUE BOOK	1750.63	147919	Mat/Supplies Water Dept
033901	10/31/22	WAL02	WALKER PRINTING	346.42	42168	Printing & Adv - Dispatch
				97.60	42183	Mat/Supplies - Police
			Check Total.....:	444.02		
033902	10/31/22	\C109	JULIAN & JOSEFINA CASTREJ	50.00	000C21001	MQ CUSTOMER REFUND FOR CAS0085
033903	10/31/22	\C110	PENNY SUE CHANDLEY	5.10	000C21001	MQ CUSTOMER REFUND FOR CHA0119
033904	10/31/22	\L065	FIDEL LLANOS	230.08	000C21001	MQ CUSTOMER REFUND FOR LLA0005
033905	10/31/22	\M157	DAVID MAGANA	50.00	000C21001	MQ CUSTOMER REFUND FOR MAG0010
033906	10/31/22	\S134	ADOLPH SIEBENEICHER	20.73	000C21001	MQ CUSTOMER REFUND FOR SIE0001
			Cash Account Total.....:	158153.84		
			Total Disbursements.....:	158153.84		
			===== Cash Account Total.....:	.00		



REPORT.: Oct 31 22 Monday  
 RUN...: Oct 31 22 Time: 12:46  
 Run By.: MARY BRIMM

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 10-22 thru 10-22 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13460	10/31/22	AFL01	AMERICAN FAMILY LIFE	960.66	C21031	APLAC INS.PRE TAX
				126.28	1C21031	APLAC INS.AFTER TAX
			Check Total.....:	1086.94		
13461	10/31/22	BLU02	BLUE SHIELD OF CALIFORNIA	18322.99	C21031	MEDICAL INSURANCE
13462	10/31/22	OEU01	OPERATING ENGINEERS #3	21666.00	C21031	MEDICAL INSURANCE
13463	10/31/22	OEU02	OPERATING ENG. (DUES)	335.00	C21031	UNION DUES MGMNT
				670.00	1C21031	UNION DUES POLICE
				540.00	2C21031	UNION DUES DISPATCH
				900.00	3C21031	UNION DUES-MISC
			Check Total.....:	2445.00		
13464	10/31/22	PRI04	PRINCIPAL LIFE INSURANCE	1981.03	C21031	DENTAL INSURANCE
				267.04	1C21031	VISION INSURANCE
				811.20	2C21031	LIFE INSURANCE
				-388.91	3C21031	ADJUSTMENTS - TERMS
			Check Total.....:	2670.36		
			Cash Account Total.....:	46191.29		
			Total Disbursements.....:	46191.29		

REPORT.: Nov 03 22 Thursday  
 RUN...: Nov 03 22 Time: 15:02  
 Run By.: MARY BRIMM

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 11-22 thru 11-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033907	11/01/22	MOO07	MOORE & BOGENER, INC.	5525.00	000C211031	CONSULTING SVCS-LGL SVCS
033908	11/01/22	NEL00	NELSON, JEFFREY NEIL	54.70	000C211011	PROF SVCS-FIRE DEPT
033909	11/01/22	OCH01	OCHOA CLEANING	4470.00	000C211011	JANITORIAL SERVICES-
033910	11/01/22	PIT01	PITNEY BOWES	183.80	000C211011	Rents/Leases Finance Dept
033911	11/01/22	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C211011	PROF SVCS-FIRE DEPT
033912	11/02/22	3CO00	3CORE, INC.	9000.00	1683	3 Core - Economic Dev
033913	11/02/22	BDI00	BDI	98.98	950277873	Mat & Supplies -
033914	11/02/22	BUS01	BUSINESS CONNECTIONS	57.00	81824	Prof Srvcs - PW Admin
033915	11/02/22	COR07	CORBIN WILLITS SYSTEMS, I	713.43	00C210151	Equip Maint-Finance
033916	11/02/22	COR09	CORNING CHAMBER OF COMM.	1000.00	00C211011	CngChamberComm. Economic
033917	11/02/22	GAB00	GABBARD, BRYAN	270.00	221030	Rec Instructor - Rec
033918	11/02/22	KIN14	KINETICS ACADEMY OF DANCE	690.00	221030	Rec Instructor - Rec
033919	11/02/22	KNI00	KNIFE RIVER CONSTRUCTION	665.81	281087	A/C Citywide - Str
033920	11/02/22	LCN01	LN CURTIS & SONS	201.49	INV641830	FireDepartment
033921	11/02/22	MCC07	MCCOY'S HARDWARE & SUPPLY	652.10	221027	Mat & Supplies -
033922	11/02/22	MIL16	MILLENNIUM HEALTH, LLC	120.00	10361893	Employee Screenings -
033923	11/02/22	PGE2A	PG&E	39.56	221025	Elect - CorningCommnty Park
033924	11/02/22	PGE2B	PG&E	10124.85 90.13	221025 8142421-0	Elect - WWTP Solar - WWTP
			Check Total.....:	10214.98		
033925	11/02/22	ROD10	RODRIGUEZ, JESENIA	270.00	221027	Rec Instructor - Rec
033926	11/02/22	SCH01	LES SCHWAB TIRE CENTER	1258.74	00447732	Veh Opr/Maint
033927	11/02/22	TEH34	TEHAMA COUNTY PROBATION	160.22	2021-187	Mat & Supplies - Rec
033928	11/02/22	TIM04	TIMECLOCK PLUS	4223.20	226754	Equip Maint - Finance
			Cash Account Total.....:	39973.71		
			Total Disbursements.....:	39973.71		
			Cash Account Total.....:	.00		

REPORT.: Nov 03 22 Thursday  
 RUN...: Nov 03 22 Time: 15:02  
 Run By.: MARY BRIMM

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(8)  
 Check Listing for 11-22 thru 11-22 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13473	11/02/22	BAN03	POLICE OFFICER ASSOC.	275.00	C21103	POLICE OFFICER ASSOC
13474	11/02/22	CAL37	CALIFORNIA STATE DISBURSE	138.46	C21103	WITHHOLDING ORDER
13475	11/02/22	EDD01	EMPLOYMENT DEVELOPMENT	5165.22	C21103	STATE INCOME TAX
				1521.56	1C21103	SDI
			Check Total.....:	6686.78		
13476	11/02/22	FED00	FEDERAL PAYROLL TAXES (EF	14494.26	C21103	FEDERAL INCOME TAX
				17097.48	1C21103	FICA
				3998.62	2C21103	MEDICARE
			Check Total.....:	35590.36		
13477	11/02/22	ICM01	ICMA RETIREMENT TRUST-457	3613.00	C21103	ICMA DEF. COMP
				185.00	1C21103	ICMA DEF. COMP ER PD
			Check Total.....:	3798.00		
13478	11/02/22	PERS1	PUBLIC EMPLOYEES RETIRE	23599.19	C21103	PERS PAYROLL REMITTANCE
13479	11/02/22	PERS4	Cal Pers 457 Def. Comp	2268.41	C21103	PERS DEF. COMP.
				392.50	1C21103	PERS DEF. COMP. ER P
			Check Total.....:	2660.91		
13480	11/02/22	STA04	STATE OF CALIFORNIA	459.08	C21103	WAGEASN CS#571350142
				416.60	1C21103	WAGEASN CS#533907289
			Check Total.....:	875.68		
13481	11/02/22	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C21103	WageOrder F#20000149
13482	11/02/22	VAL06	VALIC	2334.00	C21103	AIG VALIC P TAX
				142.50	1C21103	AIG VALIC P TAX ER P
			Check Total.....:	2476.50		
			Cash Account Total.....:	76211.77		
			Total Disbursements.....:	76211.77		

Date.: Nov 3, 2022  
 Time.: 3:30 pm  
 Run by: MARY BRIMM

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
KEMMIS ELECTRICAL CO	7722 SHERWOOD BLVD	LOS MOLINOS, CA 96055	ELECTRICAL CONTRACTOR	11/02/22
MIDNIGHT AUTOMOTIVE	1417 SOLANO ST	CORNING, CA 96021	WINDOW TINT AND VINYL WRAPS	10/25/22
SOUTH AVE ACE HARDWA	2060 SOUTH AVE	CORNING, CA 96021	RETAIL HARDWARE, FARM SUPPLIES, SPORTING	10/27/22
THE FINAL DETAIL & C	1417 SOLANO ST	CORNING, CA 96021	CAR DETAILING & PAINT	10/25/22
WAGNER ELECTRIC	1856 KEYSTONE CT	REDDING, CA 96003	INSTALLATION AND REPAIR OF ELECTRICAL SY	11/02/22

**CITY OF CORNING**  
**TREASURER'S REPORT**  
**OCTOBER 2022**

<b><u>AGENCY</u></b>		<b><u>BALANCE</u></b>	<b><u>RATE</u></b>
Local Agency Investment Fund	\$	9,143,033.94	1.35%

Respectfully submitted:

Laura L. Calkins  
City Treasurer



## Monthly Permit Report

10/01/2022 - 10/31/2022

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
22391	10/31/2022	Online Application	071-093-004-000	608 Houghton Ave.	RUBIO, DIANA	608 Houghton Ave.	Corning	96021	Plumbing	\$2,000
22390	10/27/2022	PENDING	071-211-011-000	1954 Elizabeth Ave.	COATS, JUSTIN A & COATS, TOSHA M	1954 Elizabeth Ave.	Corning	96021	Building	\$9,000
22389	10/26/2022	ISSUED	071-292-014-000	1731 Palm Ave.	CHAPMAN, DAVID P	1731 Palm Ave.	Corning	96021	Electrical	\$2,825
22388	10/26/2022	ISSUED	073-200-045-000	395 North St.	Girdler, Katherine Lenore	395 North St.	Corning	96021	Electrical	\$4,000
22387	10/25/2022	PENDING	071-164-005-000	1409 Marin St.	VIRAMONTES, JESSENIA	110 Solano St.	Corning	96021	Solar	\$43,556
22386	10/25/2022	approved " FEES DUE "	071-073-005-000	1756 Colusa St.	GUST, CONNIE	1756 Colusa St.	Corning	96021	Electrical	\$1,500
22385	10/25/2022	HOLD (see note)	071-171-010-000	907 6 <sup>th</sup> St.	LOZA, JUAN J	907 6 <sup>th</sup> St.	Corning	96021	Roof	\$0
22384	10/25/2022	ISSUED	071-224-014-000	1595 Rice Ave.	MEFFERD, FRED C; % MEFFERD, CRAIG	631 Shasta Way	UPLAND	91786	Tenant Improvement	\$13,000
22383	10/24/2022	approved " FEES DUE "	075-330-001-000	296 Victorian Park	Strack, Nancy	296 Victorian Park Ct.	Corning	96021	Solar	\$23,510
22382	10/24/2022	ISSUED	073-200-045-000	395 North St.	Girdler, Katherine Lenore	395 North St.	Corning	96021	Mechanical	\$13,790
22381	10/21/2022	ISSUED	073-115-005-000	1020 Marguerite Ave.	Caler, Ronald Lee & Camille T	1020 Marguerite Ave.	Corning	96021	Solar	\$15,759
22380	10/20/2022	Cancelled	061-210-054-000	5520 JANINE WAY	DIMMICK FAMILY TRUST 10/29/14, Dimmick, Larry A ETAL TRS	5520 Janine Way	Corning	96021	Electrical	\$0
22379	10/18/2022	Duplicate Permit - Cancelled	073-300-032	976 Snow Peak Street	MORFIN DIOSALINA REYES	250 Divisidero Ave. #34	Corning	96021	Solar	\$0
22378	10/18/2022									\$0
22377	10/18/2022	ISSUED	071-020-058-000	1821 North St.	GONZALEZ, ANGELICA M RODRIGUEZ ETAL	1821 North St.	Corning	96021	Solar	\$33,000
22376	10/18/2022	ISSUED	073-115-010-000	1010 Marguerite Ave.	RJB BUILDING FAMILY PARTNERS	313 Cagle Crow	Mansfield TX	76063	Solar	\$18,000



22355	10/5/2022	ISSUED	073-010-049-000	555 Colusa St.	COSTA, ALEXANDER P	555 Colusa St.	Corning	96021	Solar	\$19,043
22354	10/4/2022	Closed	071-132-007-000	1309 Solano St.	Bravo, Efrain Abundiz ETAL, DBA Daisy's Ice Cream Shoppe	7931 Highway 99W	Gerber	96035	Electrical	\$1,500
22353	10/4/2022	PENDING	073-200-013-000	526 Hyland Dr.	Spannaus, Michael R	526 Hyland Dr.	Corning	96021	Solar	\$14,484
22352	10/4/2022	PENDING	073-200-029-000	470 Stanmar Dr.	Jenkins, Beverly J ETAL TRS Jenkins Family Trust 2	470 Stanmar Dr.	Corning	96021	Solar	\$30,381
										\$1,432,818

Total Records: 40

11/3/2022





# **CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT OCTOBER 2022**

Below is a summary of the monthly operations report that will be available for review in November 2022.

- Completed monthly reports
- Tehama County Environmental health on site for CUPA inspection
- Held staff meeting to discuss facility operations and issues
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Completed testing of chemical release sensors
- Calibrated SO<sub>3</sub> analyzer
- Inspected all fire extinguishers
- Calibrated gas detector
- Exercised emergency generator
- Submitted ESMR/DMR report to Regional Board
- Completed monthly receiving water sampling and analysis.

- Completed monthly facility inspection
- Completed pretreatment inspections at several restaurants.
- Performed inspections of collection system trouble spots
- Telstar Inc. on site to perform annual flow meter calibration.
- Inframark staff installed new wear bars and reassembled helsieve gear drive and Motor.
- Anderson Crane Service on site to install rebuilt helsieve in headworks.
- Inframark staff completed demonstration of capability test for laboratory Procedures.
- Performed plant tour for Rolling Hills Casino WWTP employees.
- Collected and submitted samples for NPDES required Most Sensitive Species Study.

October 2022

Effluent Flow Monthly Average= 639,774GPD

ITEM NO.: G-9  
AUTHORIZE PAYMENT OF INVOICE  
#188679 TO PSOMAS IN THE AMOUNT  
OF \$69,561.44 FOR CONSTRUCTION  
MANAGEMENT AND INSPECTIONS  
DURING THE SOLANO STREET  
IMPROVEMENT PROJECT

November 10, 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 #188679 for construction management and inspections during the Solano Street Improvement Project, in the amount of \$20,033.87. This will be the third payment for this contract.

A summary of work was completed between August 26, 2022 through September 29, 2022 is included with the invoice.

**BACKGROUND:**

Psomas was awarded the construction management and testing services contract for the Solano Street Rehabilitation Project on June 28, 2022 City Council Meeting in the amount of \$99,886.00. An additional work authorization in the amount of \$37,027.00 was also awarded to Psomas for an increased scope of work on August 18, 2022. The total cost for the contract including the approved additional work is \$136,912.00.

**FINANCIAL:**

Partial funding for this project is from the litigation/settlement funds in part and any additional funds will be funded from the City's General Fund (Non-Measure A).

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #188679 IN THE AMOUNT OF \$69,561.44 TO PSOMAS FOR CONSTRUCTION MANAGEMENT AND INSPECTIONS DURING THE SOLANO STREET IMPROVEMENT PROJECT FROM THE FUNDING ACCOUNT 001-9299-3001.**

# PSOMAS

## Invoice

PO Box 51463, Los Angeles, CA 90051-5763  
888.203.3311 fax: 310.703.1388  
www.Psomas.com

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

Invoice Date: October 11, 2022  
Project No: 6COR050100  
Invoice No: 188679

**Total this Invoice: \$69,561.44**

Solano Street Repairs Project  
Professional Services from August 26, 2022 to September 29, 2022

-----  
Task 00001 Construction Management & Inspection

**Professional Personnel**

	Hours	Rate	Amount
Construction Inspector OT	29.00	271.39	7,870.31
Project Manager	7.50	230.91	1,731.83
Resident Engineer	73.00	225.28	16,445.44
Construction Inspector	186.00	210.38	39,130.68
Office Engineer	29.00	136.72	3,964.88
Contract Administrator	5.00	83.66	418.30
Totals	329.50		69,561.44
<b>Total Labor</b>			<b>69,561.44</b>

**Total this Task \$69,561.44**

**Billing Limits**

	Current	Prior	To-Date
Total Billings	69,561.44	61,861.42	131,422.86
Limit			136,506.00
Remaining			5,083.14

**Total this Invoice \$69,561.44**

**Outstanding Invoices**

Number	Date	Balance
187551	9/6/2022	20,033.87
<b>Total Outstanding</b>		<b>20,033.87</b>
<b>Account Balance</b>		<b>\$89,595.31</b>

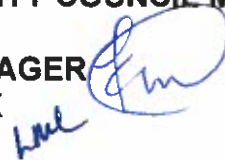


ITEM NO: G-10  
APPROVE CANCELLATION OF THE  
DECEMBER 27, 2022 CITY COUNCIL  
MEETING DUE TO THE CHRISTMAS  
HOLIDAY

November 10, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: KRISTINA MILLER CITY MANAGER  
LISA M. LINNET, CITY CLERK



**SUMMARY:**

Staff seeks City Council approval to cancel the December 27, 2022 City Council Meeting due to the Christmas Holidays.

**BACKGROUND:**

City Hall is closed on Friday, December 23<sup>rd</sup> and Monday, December 26<sup>th</sup> for the Christmas Holidays. The City Council traditionally cancels the second regularly scheduled City Council Meeting in December, which this year falls on December 27<sup>th</sup>, due to the Holidays.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE CANCELLATION OF THE DECEMBER 27, 2022 REGULARLY SCHEDULED CITY COUNCIL MEETING DUE TO THE HOLIDAYS.**

**ITEM NO. J-11  
PRESENTATION OF UPDATED  
MUNICIPAL SERVICES REVIEW (MSR)  
FOR CITY COUNCIL APPROVAL AND  
RECOMMENDATION TO LAFCO FOR  
CONSIDERATION & ADOPTION**

**November 10, 2022**

**TO: CITY COUNCIL OF THE CITY OF CORNING**  
**FROM: KRISTINA MILLER, CITY MANAGER**   
**CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR**

**SUMMARY:**

Annexations and boundary changes are considered and approved by the Local Agency Formation Commission (LAFCo). In order to consider an annexation request, the subject property must be located within the City's sphere of influence (SOI). To support an existing, or approve a change, to the SOI, the Cortese-Knox-Hertzberg Governmental Reorganization Act of 2000 (CKH) requires preparation of a Municipal Services Report (MSR). The MSR reports on the budget and governance of an agency allowing LAFCo to ensure that any boundary changes are within the ability of the requesting agency. The MSR is to be updated or revised every five years. The City of Corning's SOI was approved in 2005 and while it is older than the five years established in the CKH, there were no requests for annexation that would have triggered a need to update the MSR.

As part of the SB-2 Grant funding that resulted in the updated Housing Element and Zoning Code, there were enough remaining funds to support updating the MSR. While currently there are no annexations pending or proposed, there may be opportunity in the future. An updated MSR would remove a potential barrier to a future project annexation.

While the proposed MSR is similar to the existing document, one recent change is a requirement to consider disadvantaged communities (DUC) within the SOI. These are defined by LAFCo and can be found on the CalLAFCo [website](#) and also as Figure 3 in the proposed MSR. None of the DUCs are in the City, however they do fall within the SOI.

The City Council should review the proposed draft MSR and advise Staff of any recommended changes. Following Council review and discussion of the proposed draft MSR, Staff seeks City Council approval of the document and recommendation for Staff to submit the draft document to LAFCo for consideration of adoption. LAFCo will review the document and may recommend changes before they adopt. Staff will review any changes suggested by LAFCo and, if they are substantial, we will bring the MSR back to Council for additional consideration, however we do not anticipate significant changes to the MSR.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE DRAFT MUNICIPAL SERVICES REVIEW AND APPROVE RECOMMENDATION TO LAFCO TO CONSIDER ADOPTION.**

**ATTACHMENTS:**

**EXHIBIT A: DRAFT MUNICIPAL SERVICES REVIEW**

# Municipal Services Review

*For the*



Tehama County, California

October 2022

*Prepared for:*

Tehama County Local Agency Formation Commission  
444 Oak Street, Room I  
Red Bluff, CA 96080  
530.527.2200

*Prepared by:*

City of Corning  
794 Third Street  
Corning, CA 96201  
530.824.7029

*and*

*PlaceWorks*

101 Parkshore Drive, Ste. 201  
Folsom, CA 95630  
916.245.750



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# 1 Introduction

## 1.1 Introduction

The Tehama County Local Agency Formation Commissions (LAFCo) is the agency responsible for adopting a Sphere of Influence (SOI) for the City of Corning. The SOI represents the potential service area for the City. Establishment of the SOI is a necessary step in determining which governmental agencies can most efficiently provide services to the land and people within the SOI. Land must be within the City's SOI to be eligible for annexation.

## 1.2 Physical Setting

The City of Corning (City), California is a rural agricultural community in the northern central valley of California at the intersection of Interstate 5 and Tehama County Route A9. The City is a hub of services for the surrounding agricultural area and also provides housing for commuters to Chico. The 2022 population estimate for the City from the California Department of Finance is 8,244<sup>1</sup>. The City is approximately 25 miles northwest of Chico and 17 miles south of Red Bluff in south central Tehama County (Figure 1).

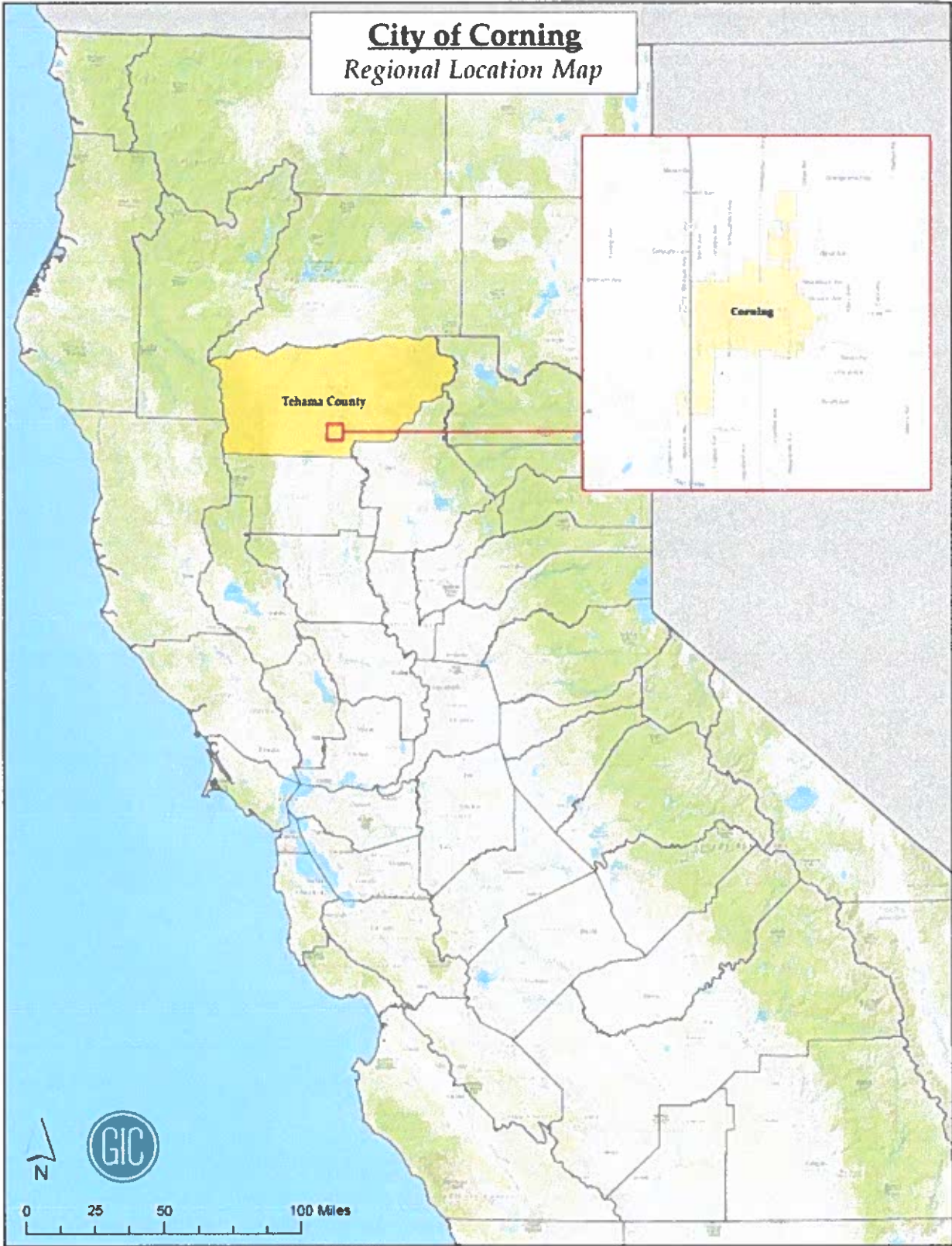
## 1.3 Purpose

LAFCo is required to prepare a Municipal Service Review (MSR) to assess the ability of the City to provide services, and identification of any impediments to providing services after annexation of land. The MSR is also intended to examine and address future growth, municipal services, and infrastructure and needs over the next 15 to 20 years. State law requires that MSRs be reviewed and updated every five years. This MSR replaces the previous MSR was adopted by LAFCo on September 14, 2005. The purpose of this MSR is to review the existing MSR and make any modifications that would affect the City's ability to provide services to newly annexed land. No change is requested of the existing SOI at this time, and this update is intended to allow the City to annex land already within the sphere.

## 1.4 CEQA

MSRs are not projects subject to the California Environmental Quality Act (CEQA) because they do not result in entitlements for change the existing land use pattern as established by the City's General Plan. MSRs are considered planning studies and as such qualify for an exemption from CEQA under Article 18, Section 15262, Feasibility and Planning Studies.

Figure 1 – City Regional Location Map



Source: Geographic Information Center, CSU Chico

## 2 Executive Summary

The following general determinations have been made based upon the information contained within this MSR.

1. The City of Corning is professionally managed by its Council and senior staff, operating efficiently and with fiscal restraint.
2. The City is actively seeking additional staff to accommodate increased demand for services and to plan for growth.
3. The City hires consultants to augment staff and provide specialized services.
4. With the drought, the City is seeing additional requests to provide water to County residents outside of the City Limits who are on private wells too far from the City to be connected to the water system.
5. The City works with the Sheriff's Office augmenting service to areas near the City but outside of the corporate limits.
6. There is interest in growth west of I-5 that will require an extension of water and wastewater services.

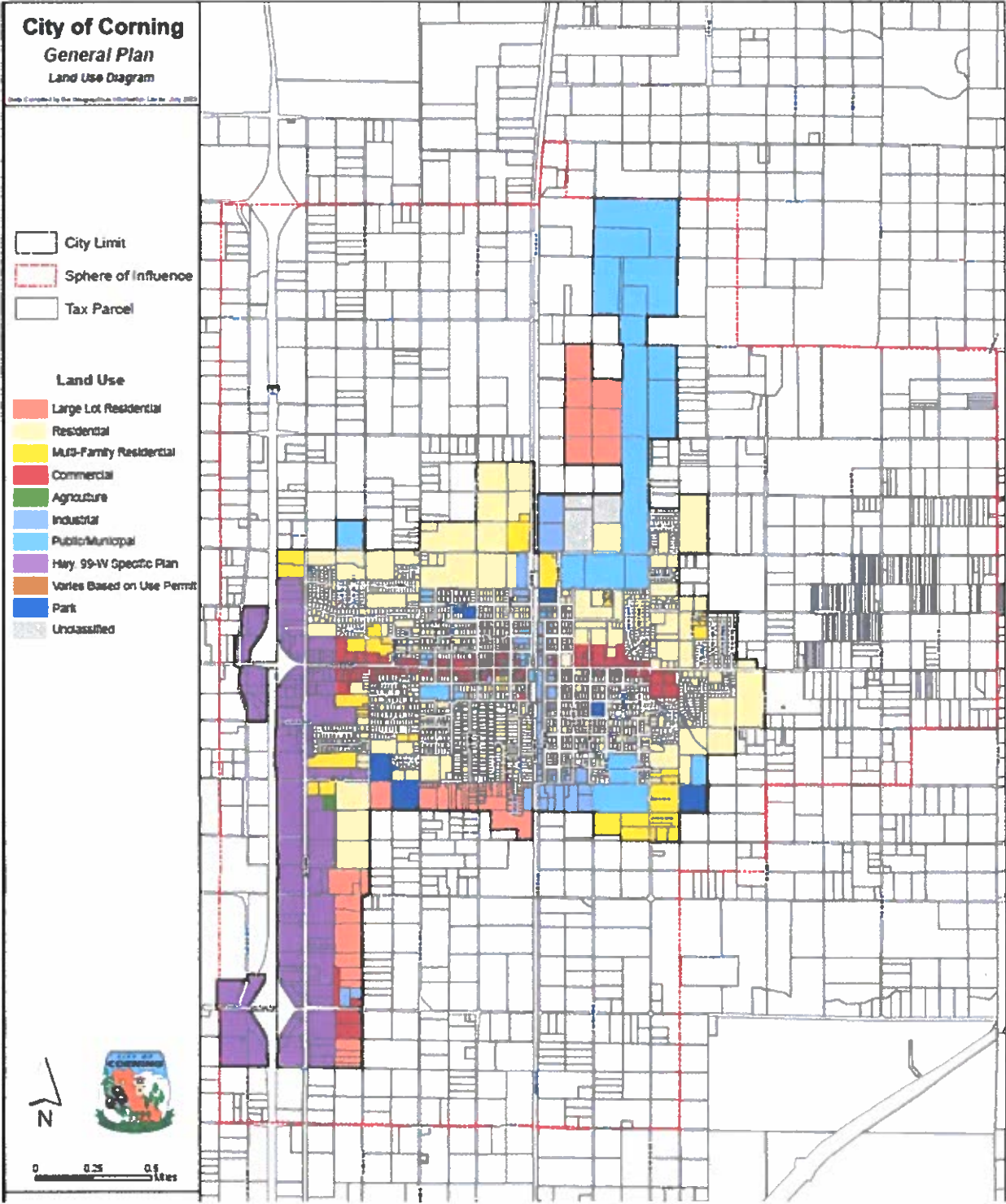
## 3 Projected Growth

There are no official population projections for the City however the state Department of Finance Demographic Research Unit estimates population growth for Tehama County. Table 1 shows the projected population growth for Tehama County over the next twenty years and Figure 2 shows the general plan land use map as of the drafting of this MSR. As the City has historically been approximately 12 percent of the County, Table 1 shows the growth in the city if the percentage of county population stays the same. The April 2021 population estimate by the U.S. Census is 8,244 which exceeds the current population estimate by the State Department of Finance of 7,644. The difference of 600 residents could be a factor of census tracts that partially outside of the City limits but totaled entirely within the City, or an aggregation by zip code, or possibly a miscount. The increase may also reflect the statewide housing shortage that results in larger family sizes, or the longstanding policy of directing regional growth into the cities.

The General Plan estimated that Buildout could result in a population of approximately 15,500 but that buildout would not occur within the planning horizon of 2034. The General Plan projects an annual growth of 0.86 percent that could result in a 2040 population of approximately 9,702.

The State of California typically reconciles the census data with their annual projections, and it is possible that new population estimates will be published. However, for purposes of this MSR, assuming that the census population is accurate the City's percentage of the total county population would be approximately 13 percent.

Figure 2 - General Plan Land Use Map



Source: Geographic Information Center, CSU Chico

**Table 1 - Population Estimates Tehama County and City**

Year	County	Corning	Corning Census Start	General Plan Growth Assumption
2021	63,950	7,674	8,244	8,244
2025	64,566	7,748	8,394	8,532
2030	65,570	7,868	8,524	8,905
2035	66,502	7,980	8,645	9,295
2040	66,922	8,031	8,700	9,702

Source: DOF Sheet P2A, County Totals, 2021

## 4 Disadvantaged Communities

Disadvantaged Unincorporated Communities (DUCs) are defined as inhabited territory (12 or more registered voters) that constitutes all or a portion of a community with an annual median household income that is less than 80% (or \$60,188) of the statewide annual median household income (MHI), which was \$75,235 as of 2020 (U.S. Census Bureau, 2020). Table 2 shows information on the DUCs adjacent to the City boundaries. Note that these are large census blocks which is normal for rural areas, however there is no concentration of development that would necessarily be considered a separate community.

DUCs were identified as an area of concern by SB 244 that was adopted into State law in 2011. DUCs may lack essential municipal services such as water or sewer as they may have been developed in areas that lacked infrastructure or were not connected once services were available. Pursuant to State law, LAFCo is now required to identify any DUC adjacent to the City and determine if they should be included with any SOI amendment.

The Calafco maintains a statewide disadvantaged unincorporated communities mapping site that identifies one area east of the City adjacent to the City Limits, and a larger area west of I-5<sup>2</sup>. See Figure 3. However, pursuant to Government Code Section 56430, DUCs also lack water, wastewater, and structural fire protection services. The areas identified on the Calafco map have private facilities such as wells and septic tanks and the City of Corning Volunteer Department and CalFire collaboratively provide structural fire protection through mutual aid agreements.

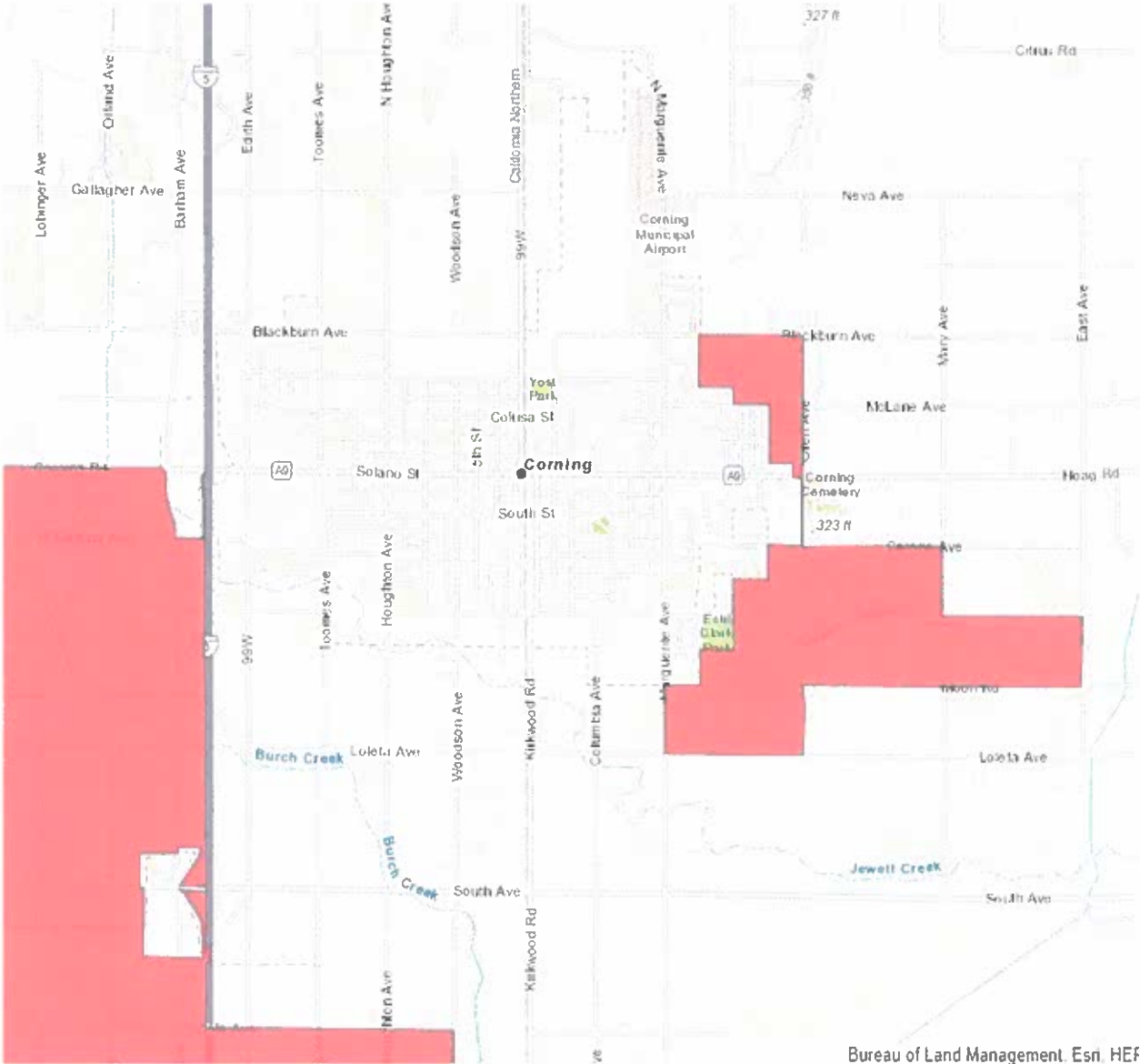
**Table 2 - Disadvantaged Unincorporated Communities**

Block Group	Median Income	Registered Voters
3, Census Tract 10	\$40,521	151
3, Census Tract 11	\$53,750	105

Source: Calafco Statewide DUC Map

Based on the information available, it can be determined that, these areas meet the definition of a DUC as it pertains to income level, water, and wastewater but not structural fire protection. Therefore, these areas are not considered a DUC. This determination is also made in the City's 2019-2024 Housing Element which was certified by the State Department of Housing and Community Development (HCD).<sup>3</sup>

Figure 3 - Disadvantaged Unincorporated Communities Map



Source: CALAFCO Statewide DUC Map, March 2022



Determinations:

- There are two areas within the City’s Sphere of Influence that can be considered unincorporated disadvantaged communities due to median household income being below 80% of the statewide average.
- These identified areas currently receive water and wastewater services through private facilities such as water wells and septic tanks.
- Due to the identified areas receiving the essential municipal service of structural fire protection but not municipal water or wastewater, there are no communities within the existing Sphere of Influence which may be considered a disadvantaged unincorporated community.

## 5 Present and Planned Service Capacity

The current service providers for each service are presented in Table 3 below. The provider may differ, depending upon the location of the property relative to City boundaries. For services provided by a private company under a contract, the service provider is listed as the City of Corning. For those services provided exclusively by private companies, no further consideration is provided in this MSR; only City-provided services are evaluated.

**Table 3 - Existing Service Providers for Corning Municipal Area**

Service	City Limits Provider	County Area Provider
Water	City of Corning Public Works	Private Wells
Wastewater	City of Corning Public Works	Private Septic Systems
Circulation and Roadways	City of Corning Public Works	Tehama County Public Works; Caltrans
Law Enforcement	City of Corning Police Department	Tehama County Sheriff’s Office
Animal Control	City of Corning Police Department	Tehama County Animal Services
Fire Protection	City of Corning Volunteer Fire Department	Corning Rural Fire-Tehama County Fire Agency
<i>Solid Waste</i>	<i>Waste Management Inc.; Corning Disposal/Waste Management</i>	<i>Tehama County Sanitary Landfill Agency</i>
Curbside Recycling and Green Waste	Corning Disposal/Waste Management	Green Waste of Tehama County
Storm Drainage	City of Corning Public Works	Tehama County Public Works
Parks	City of Corning Public Works	No county facilities in SOI
Libraries	Tehama County Library housed in City owned building	Tehama County Library housed in City owned building
<i>Electricity</i>	<i>PG&amp;E</i>	<i>PG&amp;E</i>
<i>Natural Gas</i>	<i>PG&amp;E</i>	<i>PG&amp;E</i>

## 5.1 Governance and Finance

The City of Corning employs and elects numerous citizens to govern, manage, and operate the services provided by the City (Figure 4). These roles are contained within three primary areas: general City management and administration (seven regular employees); public safety (26); and public works and facilities (14). In addition, nine seasonal part-time employees are hired as pool lifeguards each year, and a number of other citizens serve on a voluntary or elected basis with no pay.

### 5.1.1 City Council

#### *Existing Levels of Service*

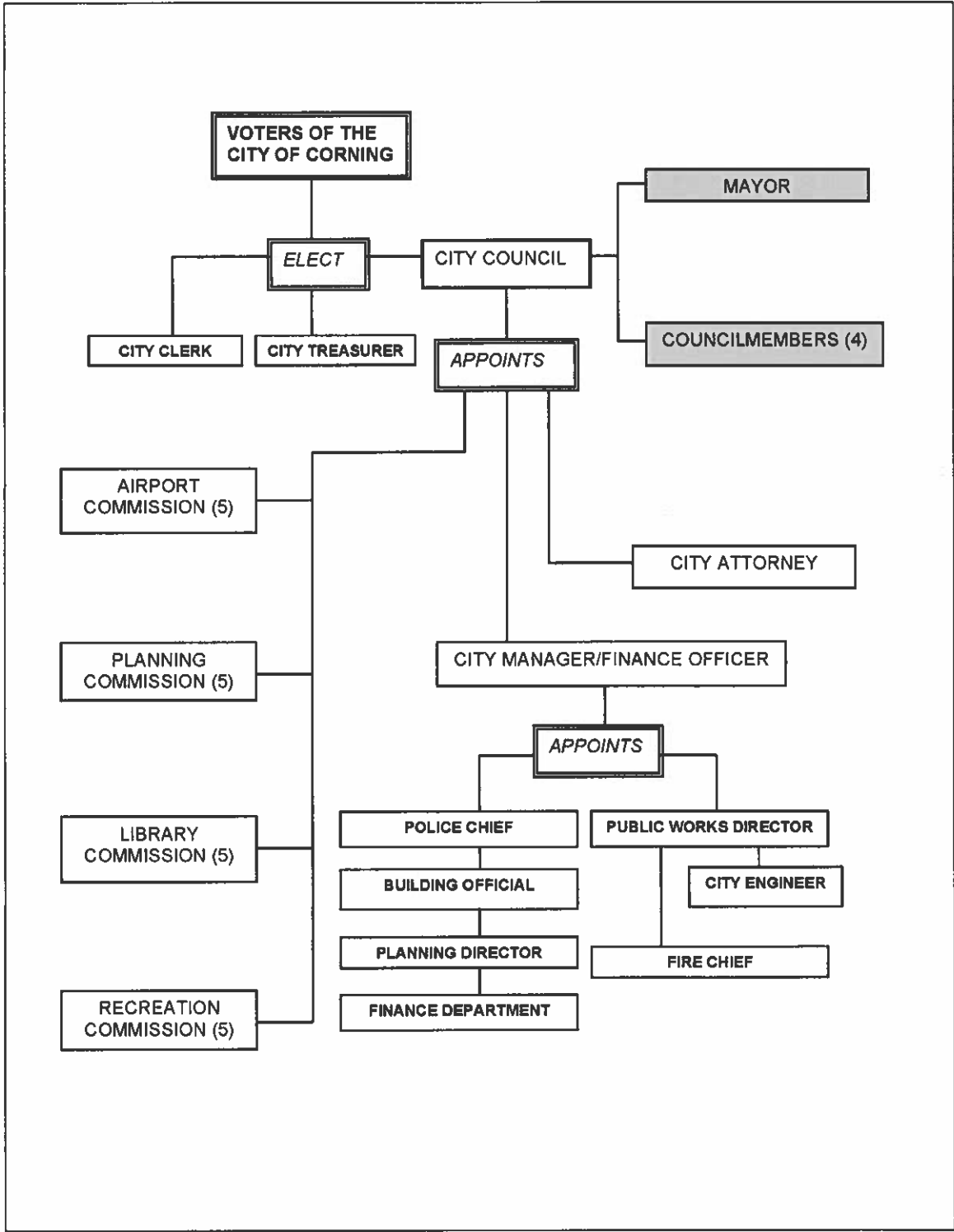
The City of Corning City Council is composed of four elected council members and an elected Mayor. The voters elect the Mayor every two years, and the City Council members are elected to four-year terms that overlap with the Mayor's term. The Council is subject to the provisions of City Ordinances, Resolutions, California Government Code, and the Constitution of the State of California as well as the Constitution of the United States. The Mayor and City Council members also serve as City representatives on various Committees/Commissions and represent the City at official functions. The decisions made by the City Council are implemented by their appointee, the City Manager who in turn manages the City staff. Currently the Council meetings are held on the second and fourth Tuesdays of each month at 6:30 p.m.

#### *Efficiencies and Strengths*

The City Council has supported City staff in approving major infrastructure improvements and equipment upgrades and makes decisions that ensure the wellbeing of the City. As a small City, the Council is always open to public comment and is easily accessible to the public. The Council is involved in every aspect of City operations and is kept apprised of critical issues by the City Manager. Because the Council is exposed to important decisions ahead of time, they can gather information and make informed decisions. For example, the council often holds public hearings about important matters up to four times before making a decision.

Because Corning is a small semi-rural community, City Council members and the Mayor are known to the citizenry and are approachable on matters outside of their scheduled meetings. Corning residents may contact them on the street, on the job, or by telephone to express opinions. The City has a feature on the [www.corning.org](http://www.corning.org) website (<https://www.corning.org/contact/>) that allows residents to contact the City with questions or issues of concern. The website also allows anyone to sign up for email notification of City Council agendas. This further increases the distribution of information and improves the communication between the Council and the members of the public.

Figure 4 - Organizational chart of the senior administration and staff.



### *Deficiencies*

The Corning City Council is composed of community members that represent the knowledge and opinions of the general public. Although some Council members have extensive knowledge of municipal governance, most are elected without any prior knowledge or experience in community planning, finances, or environmental issues. Currently, the City Council is educated in-house during staff training sessions. The training program should be tailored to include introductions to City fiscal matters, General Plan law, the California Environmental Quality Act (CEQA), and other pertinent reviews.

As the City grows and new residents move in, there may be a decrease in familiarity with City Council members. As many of the new residents may be commuting to nearby cities to work, the opportunity to meet with Council members during the daytime will decrease, which will place an emphasis on public outreach to inform residents of important community issues.

### **5.1.2 City Clerk**

#### *Existing Levels of Service*

The City Clerk position is an elected position filled by public vote every four years. The City Clerk works in cooperation with the City Administration, including the City Manager and the City Council. The primary responsibilities of the City Clerk are to maintain official City records and legal documents, and to conduct voter registration in conjunction with the Tehama County Clerk.

Toward this end, the City Clerk must attend all meetings of the City Council and Planning Commission, and other City Commission meetings as needed, to take, transcribe, and distribute Minutes. Other duties of the City Clerk include maintaining the City Council's legislative history; preparing Agendas and Agenda Packets for the City Council, City Staff, and news media; preparing, posting, and publishing all legal notices of the City Council and Commissions; and preparing a variety of other notices in accordance with City, State, and Federal Law. The City Clerk is also responsible for: maintaining Resolutions, Ordinances, Contracts, and Municipal Code codifications; composing and preparing correspondence advising various individuals/groups of City Council actions; acting as the Custodian of the City Seal; administering oaths or affirmations and taking and certifying affidavits and depositions pertaining to City affairs; and acting as Filing Officer as required by the Political Reform Act of 1974 (City of Corning 2005).

#### *Efficiencies and Strengths*

Currently, the City Clerk's office is functioning in a highly efficient manner. Efforts to reach a larger number of residents include electronic posting of all agendas and supporting materials, and an automated email notification service, in addition to traditional published postings.

### *Deficiencies*

The constantly changing state legal requirements and the number of development applications in the Planning and Building Departments has increased workload on the City Clerk position. Consideration should be given to at least one half-time or one full-time administrative assistant to assist the City Clerk in routine paperwork and tasks. The time spent by the City Clerk in daily duties should be divided – 20 to 30 hours of time spent on the duties pertaining directly to the position of City Clerk and the remainder for the Planning and Public Works Departments.

The work of the City Clerk's office will increase with the development proposals resulting from the annexation of land within the SOI. Depending on the size and scope of the development proposals, a full-time administrative assistant may be necessary to ensure that all documents are processed in a timely fashion and in accordance with City and State law.

## 5.2 City Treasurer

### *Existing Levels of Service*

The position of City Treasurer is filled every four years in a public election. The primary duties of this position are largely ceremonial in nature and include co-signing City warrants, working with the City Clerk in handling City investments, preparation of monthly investment reports for the City investments, and reporting monthly to the City Council. The majority of the duties are performed by other City staff members, including the City Manager and the Accounting Technician.

### *Efficiencies and Strengths*

Strengths- The City Treasurer has filled the role for many years. As a result, she has developed expertise and knowledge to understand the elected position and the importance of the role within City operations.

### *Deficiencies*

The City should look at possible considering allowing the City Treasurer to be a City employee or someone who lives within 5 miles of the City, as it has been difficult in past years' filling the position. The City might consider combining the duties of the City Treasurer with the Finance Department in the future, thereby reducing the workload of the City Manager and Accounting Technician.

## 5.3 City Administration and Management

### *Existing Levels of Service*

The City Manager serves as the "administrative head of the City Government, under the direction and control of the City Council." The City Manager is responsible to the City Council for the day-to-day management of all City affairs and the leadership of City staff and is assisted by the Secretary to the City Manager.

The City Manager is responsible for continual review and analysis of all City administrative operations, including budget preparation and control, organizational and procedural issues, and staffing. The City Manager's responsibilities, authority, and limits on authority are clearly defined in City law in City Code chapter 2.44. The City Manager also currently serves as the Finance Director.

### **5.3.1 Efficiencies and Strengths**

One of the primary strengths of the City Manager is regular participation in all the departments within the City. Weekly meetings are held with department heads to discuss City matters and to encourage input from all those in attendance, regardless of their departmental affiliation. Department heads can share their experiences with each other as problems arise, leading to early and effective resolutions to matters of concern. Observations made during the preparation of this MSR indicate that senior staff members interact well on both professional and personal levels. This open forum style of governance extends outside of the City Administration buildings as well. The City Manager maintains a policy of open and transparent government to the public.

The City Manager works closely with the City Planner to manage daily development needs and with the public works leads to ensure the infrastructure is maintained and available for expansion. The City Manager has also been successful in working with State agencies and new developers to remediate and revitalize a contaminated and abandoned truck stop. The City Manager is accomplishing the needed tasks, and the City is in excellent shape financially.

#### *Deficiencies*

The City Manager also serves as Finance Officer, which consumes increasing amounts of time as the City grows. Currently the Finance Officer has a part-time accountant to assist in the workload. The City would benefit from the hiring of a part-time Financial Officer, such as a professional accountant, to handle the duties of City Treasurer and the Finance Department. While the City Manager will continue to be involved in the fiscal management of the City, the daily financial duties would be better handled by someone with dedicated time and expertise. With additional growth, the need for financial management will require a full-time position.

## **5.4 Legal Services**

### *Existing Levels of Service*

Legal Services for the City of Corning are provided under contract by a designated City Attorney. This position is appointed by the City Council and serves on an as-needed basis. The primary responsibility of the City Attorney is to serve as legal counsel to the City in its day-to-day operations, and to serve as legal advisor to the City Council, Commissions, and Departments of the City. The City Attorney is also charged with the preparation and review of Ordinances, Resolutions, and other legislation.

### *Efficiencies and Strengths*

The City has elected to use a contract City Attorney on an as-needed basis, which keeps the cost lower than maintaining a full-time attorney on staff. The City has also benefited from the current attorney's term of duty, serving as City Attorney since 1988. Because of his knowledge of Municipal Law, local precedent, and the legal issues arising from court decisions, the City has been able to apply a uniform interpretation of the various laws and regulations that pertain to the City of Corning.

### *Deficiencies*

The present need for the services of the City Attorney appears to be fully met. The addition of more controversial projects before the City Council and Planning Commission may require more time than the current attorney has available for City business. With the contract model however the City Attorney can bring on expertise they feel is needed to meet the challenge. Unless the City grows considerably it is unlikely that the City will need a full time City Attorney soon.

## 5.5 Building and Safety

### *Existing Levels of Service*

The Building Official oversees the Department of Building and Safety. The department is responsible for all building inspection services on new buildings, building additions, and inspections on modifications to existing structures. The department also performs all plan-checks, works closely with contractors to ensure compliance with all applicable building codes, and assists the Planning Department in providing zoning, application, and environmental information. These services are paid for, in part, by standard building and plan check fees paid into the General Fund.

### *Efficiencies and Strengths*

The City has consistently promoted from within its existing staff base for the position of Building Official. This provides a director familiar with the City's infrastructure and buildings, and the needs of the community.

### *Deficiencies*

A deficiency exists under current conditions for the areas of plan inspections and field inspectors. Additional training is required to raise the efficiency of these services, and the City should consider hiring an additional trained inspector to meet current demands for development, or contract with outside services to reduce the workload for City staff. As growth occurs, City will need to hire additional professional staff.

## 5.6 Planning Department

### *Existing Levels of Service*

The Planning Department is responsible for the implementation of the General Plan, Zoning, Environmental Reviews, Use and Variance Permit processing, and the processing of Parcel and Subdivision Maps. The Planning Department is essential to economic development as it has all the information needed by those who would invest in the City. In addition, the Planning Department must be responsive to questions from residents and property owners on how the zoning code is implemented, and the process for seeking approval from the Planning Commission and City Council. The City Planner is the first contact for new development and helps the development applicant through the Planning process, with the assistance of the City Engineer, Building Official, and Public Works Director. Additional input may be obtained from the City Attorney, Fire Chief, Police Chief, and City Manager.

The City contracts for specialized planning services such as compliance with the California Environmental Quality Act, specific plans, large rezonings, and large subdivisions. The department is also assisted by the City Clerk, who provides secretarial services in preparing public notices, Planning Commission minutes and other basic administrative tasks. The City Engineer also assists in the review of subdivision maps

### *Efficiencies and Strengths*

The City Planner position shares time between current planning and recreation. For complex projects the planner works with the City Manager and may engage planning consultants.

### *Deficiencies*

Planning Department is essentially a “single person operation” and if a large volume of projects or complex development requests could take more time than the planner has available. As growth continues and the City provides services to more residents demands on the planner’s time will increase. The City may need to provide a dedicated counter person or modify hours so that the planner can complete tasks. Ensuring that the City’s general plan, zoning, and development standards are current and available on the City’s website will relieve at least some of the pressure from the planner.

## 5.7 Planning Commission

### *Existing Levels of Service*

The Planning Commission is composed of five residents appointed by the City Council. They serve as the decision-making body for some environmental documents, consider and approve use permits and variances, and review parcel and tentative subdivision maps. The Commission also advises the Council on planning decisions that require Council action and can recommend changes and may also recommend approval or denial of development entitlements.

### *Efficiencies and Strengths*

Efforts have been made recently to improve upon the handling of important Planning Commission matters. Distribution of agendas is now provided through an automated email service, in addition to traditional postings.

### *Deficiencies*

As the planning environment changes through new state laws and court decisions, the Commission needs more training to help them evaluate projects. While the City budget includes a line item for Commissioner training, but there is no indication that Commissioners are taking advantage of this funding. While staff provide guidance, the Commissioners should be given some training in planning subjects to assist them in their review and decisions. They would also benefit greatly by training on how to deal with difficult and emotional participants during the public hearing process. Such behavior by such participants can be discouraging and detrimental to this appointed body that donates their time and decisions as public service. The League of California Cities provides training for Commissioners at regular academies and through online instruction. There are also public and private organizations that can assist in training for little to no cost to the City.

## 5.8 Finance Department

### *Existing Levels of Service*

The Finance Department is led by the Finance Director, a position currently filled by the City Manager. The department is responsible for maintaining the financial records of all City departments, such as the water and sewer billing system, business licenses, dog licenses, motel taxes, employee payroll, and all



accounts receivable and payables. Two Accounting Technicians and one Accounting Assistant provide clerical assistance to the Finance Director.

### *Efficiencies and Strengths*

Because the City Manager is the coordinator of all City activities, the finance portion of the job is integrated with other tasks. The City Manager has done an excellent job as Finance Officer including reporting to the City Council and department heads of the City's financial status.

### *Deficiencies*

The City Manager is spending approximately one-half of their time on matters associated with the wastewater treatment plant. Population increases and the need for more financial transactions will require more time spent on financial matters. There will be a need for more management time spent in this department, and a potential need for an Assistant Finance Manager.

## 5.9 Public Works

### *Overview*

The Public Works Administration is composed of 11 permanent full-time employees and 1 permanent part time employee which includes the Public Works Director (currently filled by an contracted public works/engineering consultant), public works secretary, assistant public works director, one equipment mechanic, two equipment operators, and five full-time meter reader/maintenance workers, and one part-time landscape/maintenance worker Corning 2020a).

### *Efficiencies and Strengths*

As done in previous years, Public Works will again contract tree-trimming services for the City. This service not only improves the City appearance, but also reduces the possibility of damage to power lines, private and City property, or potential injuries to citizens from dead, broken, and hazardous trees and tree limbs.

### *Deficiencies*

The Public Works administration office is impacted by the same short-staffing issues seen across City departments. Staffing for new projects or annexed areas could be augmented through use of assessment districts such as Mello-Roos that can help pay for both capital improvements and operations and maintenance. Although not citywide, the City has some Landscape and Lighting Districts that collect tax to pay for the electricity of lighting within the specific subdivisions and the maintenance of landscape and storm drain facilities also within the specific subdivisions.

### 5.9.1 Water

Table 4 provides a summary of the water system as it is currently managed by the City.

Table 4 - Water At a Glance

<b>Employees</b>	11			
<i>Director</i>	1			
<i>Assistant Director</i>	1			
<i>Secretary</i>	1			
<i>Equipment Mechanic</i>	1			
<i>Equipment Operators</i>	2			
<i>Meter Reader/ Maintenance</i>	5			
<i>Part-time Landscape/Maintenance Worker</i>	1			
<b>Connections</b>	2,378	<b>Pipeline Size</b>	4" – 12" Diameter	
<b>Water Lines</b>	23+/- miles	<b>Wells</b>	7	
<b>Budget</b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>	<b>2021/2022</b>
<b>Revenue</b>	\$1,344,565	\$1,523,847	\$1,563,300	\$1,675,000
<b>Expenses</b>	\$(1,193,487)	\$(1,137,732)	\$(1,213,180)	\$(1,281,011)
<b>Debt Service</b>	\$(210,600)	\$(290,918)	\$(287,400)	\$(287,850)
<b>Net</b>	\$(78,500)	\$(78,500)	\$(78,500)	\$(78,500)

#### Overview

As this MSR is being drafted the region is in a state of drought. The City is providing access to potable water to some neighboring properties outside of the city limits because the shallow domestic wells are affected by the dropping water table. It is uncertain if or when domestic wells in the region might recover.

The City of Corning supplies domestic water to residents located within the City limits. City water originates from 7 wells as shown in Table 5. Table 5 shows 11 wells, however 4 are either offline or disconnected, and will not be brought back on-line. The wells are turbine pumps that pump ground water from a deep unconfined aquifer ranging from 265 and 740 feet below the surface with a pumping capacity of between 230 and 920 gallons per minute. The well casings range from 10 – 14 inches with 40 – 100 horsepower variable speed pumps.

The Department of Public Works conducts periodic testing of water quality and publishes an annual Water Quality Consumer Confidence Report. According to the *Annual Drinking Water Quality Report for 2020*, contaminants were detected in the water supply however of the 135 contaminants tested, none

exceeded drinking water standards. Currently, three water samples are taken each week at various locations to monitor bacteria count (Corning 2020a).

**Table 5 - Existing Water Well Locations**

Well ID#	Location (nearest intersection)	Remarks
5210001-001	NW corner of Colusa/6 <sup>th</sup> Streets	
5210001-002	NW corner of Blackburn/Marguerite Avenues	
5210001-003	NW corner of Butte/3 <sup>rd</sup> Streets	
5210001-004	100 feet N of Taft/Houghton Avenues	Offline
5210001-005	NE corner of Walnut/Peach Streets	Disconnected
5210001-006	600 feet S of SR 99W/South Avenue	Disconnected
5210001-007	600 feet S of SR 99W/South Avenue	Disconnected
5210001-008	400 feet S of Blackburn/Edith Avenue	
5210001-009	100 feet W of El Verano/Divisidero Avenues	
5210001-010	600 feet E & 900 feet N of SR 99W/Loleta Avenue	
5210001-019	250 feet S of Fig Lane in Clark Park	

Source: Public Works, 2022

All residential and commercial water service customers in the city are metered for water use. A fixed monthly rate includes the first 4,000 gallons of water, plus \$1.66 per thousand gallons above the base amount. These fees fund the operation and maintenance of the water system.

***Efficiencies and Strengths***

The City made improvements to the water distribution system a priority in recent years. Annual expenditures increased by \$517,949 over the past year. The increased allocation of funding was for water capital improvements to the water system, including funding a consultant for well telemetry repairs and the replacement of telemetry equipment (Corning 2020a).

***Deficiencies***

1. Additional wells will be required as the City grows. Wells can be acquired during the subdivision or development approval process.
2. Waterlines will need to be extended into the SOI to provide service and some of the extensions will be expensive because of I-5, or irrigation canals that must be avoided.
3. Expansion of the water system will require an expansion of City staff or contracting with outside companies to provide maintenance or respond to emergencies. Along with the staff will be a need to ensure there is adequate equipment for maintenance. These costs would be addressed through the fees for connection or monthly user fees.

## 5.10 Sewer Collection System

Table 6 provides an overview of the sewer system for the City. Note that public works crews listed in Table 4 also assist with the sewer collection system and are therefore not repeated here.

**Table 6 - Overview of the sewer system**

Customers	2,378	Line Sizes		
Sewer Lines	26+/- miles	Lift Stations	1	
Budget	2018/2019	2019/2020	2020/2021	2021/2022
Revenue	\$1,929,284	\$2,066,320	\$2,012,400	\$2,152,600
Expenses	\$(1,383,232)	\$(1,421,934)	\$(1,548,945)	\$(1,685,353)
Debt Service	\$(324,600)	\$(361,140)	\$(325,025)	\$(329,225)
Net	\$(125,000)	\$(125,000)	\$(125,000)	\$(125,000)

### *Overview*

The sewer system collects wastewater from all City residents and businesses and transports it to the Wastewater Treatment Plant (WWTP) southeast of the city. The sewer collection system is composed largely of lines measuring six or eight inches in diameter that extend down the centerline of City alleys and streets,

Inframark is a private contractor that operates and manages the WWTP; the sewer system throughout the City is installed, maintained, and repaired by the City. Sewer main maintenance, such as annual sewer line and storm drain cleaning, is also provided by contract with Inframark.

The City budget for the WWTP and sewer capital improvements are \$829,400 and \$532,025, respectively. The budget for the WWTP and sewer capital replacement/debt transfers is \$285,000.

### *Efficiencies and Strengths*

The City's original sewer system was constructed over a century ago, eliminating the problem of mixed sewer collection and septic tank systems in the city. Corning has been proactive in maintaining its sewer system – it replaced most of the old sewer lines between 1997 and 2000 to avoid costly repairs and replacements in the future, and in anticipation of growth. This also reduced problems with infiltration and inflow. The funding for the replacement project came from a Farm Home Loan, and the project was carried out in three stages. In all, approximately 35,700 linear feet of sewer lines were replaced at a cost of \$3,077,945.

Sewer Capital Improvement includes funds for replacement of broken or damaged sewer mains, and the refinanced (2017) debt service which funded the City's Sewer and Water Replacement Programs, Phase I, II & III. Phase III of the Sewer and Water Replacement Program was completed in January of 2000.

Additionally, the Sewer Capital Improvement Program includes purchases and repairs at the Wastewater Treatment Facility for ongoing maintenance and Capital Replacement items.

### *Deficiencies*

One of the primary deficiencies is that department staff is limited and is not available to conduct routine testing and inspections of the sewer mains to check for cracks or leaks, which could result in

contamination of groundwater with untreated sewage. Cracked lines also allow infiltration of ground water to occur and use wastewater treatment capacity.

## 5.11 Wastewater Treatment Plant

### *Overview*

The City's WWTP is located at 24862 Gardiner Ferry Road, approximately 3.5 miles east of the city<sup>4</sup>. The WWTP is operated by Inframark under contract with the City of Corning. The treatment plant is currently permitted by the Regional Water Quality Control Board to discharge a maximum of 1.4 million gallons per day (MGD)<sup>5</sup>. The WWTP treats domestic wastewater from City residents and businesses.

Sewer Pollution Prevention and Pre-Treatment Program is in place, as required by the California Regional Water Quality Control Board, to protect the environment, the local community, the WWTP, and the plant personnel from the adverse effects of industrial waste discharge to the sewer system. Inframark is responsible for implementing this program and for assuring all regulation as set forth by the State are met. The purpose of the program is to prevent the accidental or illegal discharge of hazardous pollutants into the sewer system.

In Fiscal Year 2020-2021, the WWTP operated with a budget of \$829,400 per year, most of which was allocated to operating expenses related to contract management. The balance is used to fund replacement machinery, equipment, permits, testing, and other similar needs.

### *Efficiencies and Strengths*

The City's use of contracted professional services for the operation and maintenance of the WWTP indicates that the City recognizes the need for specialized labor and efficient expenditure of public funds. Annual expenditures increased by \$54,633 over the past year.

Operating as an "Enterprise Fund," the Sewer Department and WWTP currently produce sufficient income to accommodate expenses and capital improvements to operate the Treatment Facility.

### *Deficiencies*

The aging sewer collection system is prone to inflow and infiltration which decreases the efficiency of the wastewater treatment facility by expanding the amount of influent as a result of storm events or groundwater. This issue is prevalent in the older areas of the City but is not typically an issue in new construction as glued PVC pipe is not as prone to this issue as older clay pipe. Expanding the number of connections will eventually require expansion of the WWTP, however this is a normal activity and covered by connection fees charged by connection.

## 5.12 Parks and Recreation

### *Overview*

The City currently owns and maintains seven parks and a small plaza all of which total approximately 36.5 acres which are the following:

- Northside Park at 6th and Colusa Streets, features a junior Olympic size swimming pool with a smaller pool, a two-court lighted tennis court, playground area with equipment, barbeques, a

fenced play area including equipment for small children, water fountains, a basketball court, and a sand-filled volleyball court.

- Flournoy Memorial Park is a small neighborhood park located just south of the senior center which is located at the southeast intersection of 4th Street and South Avenue. The park has picnic areas with tables and grills, a sprinkler system, and a playground area..
- Estil C. Clark Park is located on Fig Lane, east of Marguerite Avenue across the street from Centennial School. Facilities include a little league field, a tee ball field, concession building, play area with structure, and announcer's booth, and bleachers.
- Woodson Park is the oldest of all the parks and contains a playground with equipment and picnic areas set within shady olive trees. The park is located at the corner of Walnut and Peach Streets.
- Yost Park includes a playground and a softball field with a concession room, announcer's booth, and roof canopy for the bleachers. The park is located at the corner of Tehama and First Streets.
- Children's Memorial Park is located on Edith Avenue and contains a grassy area and playground.
- Martini Plaza is located along the south side of Solano Street just west of the 6th Street intersection. This small downtown plaza contains restrooms, picnic tables, and a water fountain.
- The Corning Community Park, encompassing approximately 18.42 acres located between Toomes Avenue and Houghton Avenue, north and south of Fig Lane, is the most recent park constructed in the city. Phase 1 was completed in 2014 which included the construction of a skate park, basketball/hard ball court, picnic areas, playground, amphitheater, restrooms, and parking lot with a pedestrian bridge across Jewett Creek connecting to Phase 2. Phase 2 included the construction of two soccer fields, parking lot, and restrooms with a connecting concession stand was completed in June 2015. A walking and jogging trail system meanders through the facility with open space/riparian preservation along Jewett Creek.

### *Efficiencies and Strengths*

Existing City parks offer many recreational opportunities to residents of and visitors to Corning. Community involvement, business donations, and agency cooperation have all been key elements in park improvements and maintenance. Community groups involved in recent improvements include the Volunteer Park Improvement Committee, the Rotary Club, the Exchange Club, the Lions Club, the Volunteer Fire Department, Corning Little League, and the Veterans of Foreign Wars. Businesses have donated materials for park improvements, and the California Division of Forestry inmates from Salt Creek Camp have provided labor for several improvements.

### *Deficiencies*

Parks are distributed across the city in a northwest to southeast trending band. Park facilities are limited in several areas within the existing City limits. The southwestern portion of the city lacks park facilities, but this area is largely commercial. The west-central and south-central areas of the city are also without nearby parks. These deficiencies will become more pronounced with an expansion of the City limits and the addition of new residents to the City.

## 5.13 Airport

### *Overview*

The Corning Municipal Airport is owned and operated by the City of Corning. The Corning Municipal Airport is situated on Marguerite Avenue, north of Blackburn Avenue in northeastern Corning. Currently, the airport facility is composed of approximately 179 acres of property that contains one runway measuring 2,700 feet long and 50 feet wide and a small terminal and hangar area. Corning Municipal Airport is served by a single asphalt runway that is 2,699 feet in length and 60 feet wide and may serve aircraft weighting up to 30,000 pounds. This might include aircraft such as single engine, smaller business jets and ultralight aircraft. On an annual average basis, there are approximately 24 operations per day. Corning Municipal Airport does not have an airport traffic control tower.

The airport began in 1940 with a 77-acre site and has grown to include the one paved runway, modern lighting system, hangers, and other supporting facilities including a rotating beacon, runway end identifier lights, high intensity runway light, and visual approach slope indicator. There are currently 15 front line hangers and 23 tie downs adjacent to Runway. Future proposals include expanding the existing runway from 2,700 feet to over 3,300 feet in length that will include another 16 tie downs on and another 29 hangers.

### *Efficiencies and Strengths*

The airport not only serves the City of Corning, but all the surrounding regional area. It provides a complete range of general aviation services. In the California Aviation System Plan, the airport is identified as a community general aviation airport, and the National Plan of Integrated Airspace Systems identifies the facility as a basic utility airport. The airport serves aircraft owners from eight northern California counties, including Tehama, Butte, Shasta, Glenn, Yuba, Trinity, Mendocino, and Siskiyou. More than half of the owners of aircraft using the Corning Municipal Airport are from these counties indicating that the Corning airport fills an important niche in northern California for small aircraft owners and may help bring in revenue to the community.

### *Deficiencies*

Corning Airport is recognized as California's third oldest airport facility. The operation of the airport hopes to draw industry and development in and around the airport area. The Airport budget is managed as an "Enterprise Fund" which isolates operating costs and dedicated funding sources. Funding comes from \$10,000 per year received from Caltrans Division of Aeronautics, and from rental income; no support is required from the City's General Fund.

## 5.14 Library

### *Overview*

The Corning Public Library is a City-owned and County-operated facility located at 740 Third Street, near the intersection of Third and Solano streets. The Friends of the Library, a volunteer group, contribute many hours of time working in the library. They stock shelves, check books in/out and help keep the library functional. Additional cost sharing, in the form of City-funded janitorial, landscaping, and maintenance services, is funded through property and sales taxes in the City's General Fund.

The City provides \$5,750 per year for periodicals. The rest of the operational expenses are funded by the County. The William W. Ridell Library Trust was established many years ago by an appreciative patron with the stipulation that the funds, by a joint decision of the County Librarian and the Corning Library Commission, are to be exclusively used for major expenditures, not operating expenses associated with operation of the Corning Library. Annually in the Spring and Fall, the Friends of the Library conduct fund raising book sales. Funds from these sales are utilized to purchase items needed and are donated to the library at no cost to the City.

### *Efficiencies and Strengths*

The library building is in good condition. Past upgrades and maintenance include the replacement of the roof in 2000 and the air conditioning system in 2003. The City and County engage in cost-sharing measures with the County, which previously included the installation of a new computer system.

### *Deficiencies*

The Friends of the Library would like to have a new building large enough to have a separate meeting room with a small kitchen for their meetings. Restrooms at the library are in need of repairs and modifications to make them ADA accessible.

Overall budget constraints make the future of the library uncertain due to possible closure or further cuts. The City of Corning monitors the status of the library system in Tehama County to protect the interests and enhance the quality of life of residents concerned with the Corning Public Library.

## 5.15 Public Safety

### 5.15.1 Police

#### *Overview*

The Corning Police Department (CPD) provides continuous law enforcement and emergency assistance services to areas located within the city limits of Corning with an average response time of 2.5 minutes. Currently, the CPD maintains one police station in Corning, located at City Hall. The Department has a current capacity: 12 Sworn Officers which includes the Chief of Police (budgeted for 13 -currently one vacancy), 8 Non-Sworn. The Department does not have reserve officers and is recruiting to fill one vacancy. The goal of the Department 2 officers for every 1,000 residents with a current staffing ratio of 1.5 officer per every 1,000 residents. The current budget is for 1.62 officers per 1,000 residents. Current staffing is shown below. (Corning 2022).

- 1 Police Chief
- 3 Sergeants (fourth unfunded)
- Officers (1 grant funded)
- 1 Detective (unfunded)
- 1 Major Crime OFC (Unstaffed)
- 1 SRO 50% Funded by CUHS
- 1 Admin Manager
- 1 Admin Secretary
- 1 Comm/Records Supervisor
- 4 Dispatchers



- 1 Community Services/ Animal Services Officer

The Department is currently operating above maximum capacity. When the Department is understaffed, the vacancy is filled in with overtime shifts and Chief of Police assisting patrol. Shifts do not go uncovered. The only grant funding regularly received is a Cal Cops grant 2021 that currently funds one officer position. The Chief does not believe that the City's current salary rate affects the successful recruitment and retention.

There is currently no deficiency in technology although the Department does not have voice recognition software or portable surveillance cameras. The Department maintains a fleet of 12 vehicles as shown below:

- 1 Sergeants
- 4 Patrol
- 1 k9
- 1 SRO
- 2 Unmarked/training
- 1 ACO/CSO
- 1 Volunteer
- 1 Chief

The department has one animal control officer/community services officer with one Administrative Manager who acts as the supervisor.

Animals are being transported and housed at the Tehama County Animal regulation department (shelter). The Corning Animal Shelter was permanently closed. The City in the future will need to contribute to the cost of a regional shelter.

Funding for police personnel comes from the General Fund and is primarily derived from local property and sales taxes. New development projects are required to contribute fees for construction of new police facilities, but this only applies to capital expenditures and does not apply to staffing the facilities. There are currently no established funding districts that collect funds for improvement of the law enforcement services in the City of Corning.

The approximate basic costs of hiring a new employee, excluding salary, are currently \$3,125. In addition, each sworn officer is required to be equipped with approximately \$8,000 worth of equipment and uniforms. Additional patrol vehicles cost approximately \$70,000. If an officer is sponsored an additional \$2,500 for academy costs. The cost of 4 months of field training is approximately \$38,000. Officers receive roughly 900 hours of training per year total. Dispatchers receive roughly 150 of training per year total. The impact fees additional staff and equipment are currently being looked into by Revenue Cost Specialists but have not yet been established.

The Tehama County Sheriff's Department serves the unincorporated areas in the County, including the unincorporated areas adjacent to Corning proposed for annexation. The CPD has a mutual aid agreement with the Tehama County Sheriff's Department, to assist during special incidents requiring additional support.

The California Highway Patrol handles incidents along the Interstate 5 corridor; however, it does not have enforcement jurisdiction within municipal boundaries

### *Efficiencies and Strengths*

Through grant and County funds, the CPD has been able to continue its participation in the Tehama County Police Activities League. Programs include baseball, hockey, basketball, bowling, and boxing for youth and allow safe and healthy alternatives to crime.

The CPD continues to approach law enforcement and deterrence in the city with a combination of education, intervention, and enforcement. With the financial assistance of a School Community Policing Partnership Program Grant, the CPD can offer a continued physical presence during school hours. The program incorporates discovery classes in law enforcement for Corning Union High School Freshman, teaches students about law enforcement, and has resulted in excellent recruitment opportunities for the Department's Cadet Program.

The CPD participates in several programs and task forces that benefit the overall community by dedicating staff time exclusively to these programs. These include the Tehama County Interagency Gang Task Force, the Tehama and Glenn Methamphetamine Enforcement Team, and the Special Weapons and Tactical Team.

Recent achievements include the following:

- The Department continues the pursuit of community policing by the combined approach of education, intervention, and enforcement to deter crime and address crime-related community issues.
- The Corning Police Department was able to continue the assignment of a School Resource Officer to Corning Union High School and Centennial High School through partial funds from Corning Union High School District.
- The Corning Police Department has provided TIDE Task Force an officer.
- The Department continues to provide mandated training to personnel, however, more continual education and training, including in-house training, is needed.
- The Department was able to obtain a K9 and trained an Officer as a K9 handler. They both will continue training over the years.

### *Deficiencies*

One of the more pressing needs for the CPD relates to the headquarters at City Hall. Although the current facility has been renovated in past years, the CPD is now above maximum capacity with current (reduced) staffing levels. A new facility is necessary to accommodate additional personnel and to provide environmentally controlled and secure storage for evidence gathered during investigations. The new station will need at least 5,000 square feet and additional secure evidence storage areas.

The increase in size and population of the city will have an impact on calls for service and follow-up, in addition to increasing response times on both emergency and routine calls. Without an increase in staffing and equipment, response times will increase and the ability to conduct timely investigations will be impacted. However, the Department is not considering enactment of a security ordinance for new construction.

### **5.15.2 Fire**

#### *Overview*

The City of Corning Fire Department provides fire protection services and emergency medical services within a five-square mile area of the city, including the business district, two shopping centers, and several large truck stops. The Department is centrally headquartered in the city at 814 Fifth Street, resulting in an average response time of three to five minutes. Backup services for areas proposed for annexation to the city are provided by the Tehama County Rural station, which has a three to five minute response time to the outlying areas.

Insurance Services Office (ISO) ratings are used by insurance companies to determine fire insurance rates. The rating takes into account the number of firefighting personnel and equipment available to an area and the average emergency response times. Ratings range from one through ten, with one indicating excellent fire service and ten indicating minimal or no protection. Based on its average response time for fire and medical emergencies, the Fire Department's current ISO rating is four. The City does not currently include fire protection fees in its residential development fee system.

The Department maintains a fleet of equipment in fair to excellent condition. These include three pumpers (two with a capacity of 1,250 gallons per minute [gpm] and one with an output of 1,500 gpm); two brush trucks; and a rescue squad. The standard initial dispatch for a dwelling unit is two pumper trucks and the rescue unit. Water for firefighting equipment is provided by the numerous wells owned and operated by the City.

The Corning Fire Department maintains a working relationship with comparable County services to respond to mutual aid fires with Tehama County in the Corning area. The City maintains a written countywide agreement that calls for automatic emergency mutual-aid with the Tehama County Rural Fire Department, coordinated with the California Department of Forestry (CAL FIRE). A secondary mutual-aid agreement is also maintained verbally with the Red Bluff Fire Department. The Tehama County Rural Fire Department Station (Station 12) is located 988 Colusa Street in Corning and is maintained by CAL FIRE.

#### *Efficiencies and Strengths*

The City renovated the fire station with the installation of energy-efficient dual pane windows in the second story portion of the building, replacement of two engine bay doors, and installation of a backup generator to power the entire fire complex once a new transfer switch is installed. A digital recorder was also purchased to record all 911 calls and radio traffic, and a backup emergency phone was acquired.

The department has also made strides in employment. The Department now has four full-time dispatchers who each work a 12-hour shift, and it has improved the retirement package to be comparable with the rest of the City employees.

### *Deficiencies*

Currently, the department can access nearly all areas of the city within a three-to-five-minute response time. This becomes more difficult in the southwestern portion of the city (i.e., Commercial District) and around the airport. The City should consider at least one additional station in the southern or southwestern area of the City to serve those areas; and another additional station in the northeastern area.

The City and Fire Department also recognize the need to make additional capital improvements and expenditures to improve their existing levels of service. Top priority items for the 2020-2021 Capital Improvement Program include the replacement of:

- Six replacement SCBA Bottles
- Purchase new Chief's Truck/Mini-Attack Type Vehicle
- LED light conversion to Engine 14
- LED Conversion to Truck 3
- Personal Protective Equipment

## 6 Sphere of Influence Review

The existing sphere of influence shown as a dotted red line in Figure 2 is adequate to meet the needs of the City for the horizon of this municipal services report. No changes are requested by the City at this time.

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<sup>1</sup> Census Estimates 2020: <https://www.census.gov/quickfacts/fact/table/corningcitycalifornia/PST045221>

<sup>2</sup> CaLafco website [https://calafco.org/calafco\\_duc/](https://calafco.org/calafco_duc/) accessed February 22, 2022.

<sup>3</sup> <https://www.hcd.ca.gov/housing-elements/docs/corning-6th-adopted011121.pdf>, Page 7.

<sup>4</sup> California Integrated Water Quality System Project (CIWQS) Place ID 215750.

<sup>5</sup> California Regional Water Quality Control Board, Order R5-2016-0047, NPDES no. CA0004995.

ITEM NO.: J-12  
AWARD BID FOR THE BUILDING  
DEMOLITION PROJECT TO CENTRAL  
VALLEY ENVIRONMENTAL IN THE  
AMOUNT OF \$123,150.00 AND  
AUTHORIZE STAFF TO EXECUTE  
CONTRACT

November 10, 2022

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

**SUMMARY:**

On Wednesday, October 26, 2022, the City received and opened seven (7) Formal Bids for the Building Demolition Project.

Company	Bid Amount
Central Valley Environmental	\$123,150.00
Garrison Demolition & Engineering	\$138,000.00
Walberg, Inc.	\$157,055.12
Resource Environmental	\$167,000.00
Double B Demolition	\$179,000.00
AFM Environmental Inc.	\$224,000.00
Santos Excavating	\$279,000.00

The project consists of demolishing all buildings located within the entire city block south of Solano Street, north of Marin Street, west of Third Street and east of Fourth Street. The Work to include disconnection of identified utilities, removal of all asbestos and lead containing materials as stated herein, demolition of all building structure above slab level, hauling and disposal of all debris. This demolition project is the first step towards the construction of the new City Plaza and Recreation Center.

Staff is seeking authorization to award the project to Central Valley Environmental, who has been determined to be the lowest responsible bidder, in the amount of \$123,150.00.

**FUNDING:**

The proposed project will be funded by the Department of Parks and Recreation Statewide Park Development and Community Revitalization Program of 2018 grant funding for the Downtown Recreation Center and Plaza Project

**RECOMMENDATION:**

THAT MAYOR AND COUNCIL AWARD THE BID FOR THE BUILDING DEMOLITION PROJECT TO CENTRAL VALLEY ENVIRONMENTAL IN THE AMOUNT OF \$123,150.00 AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT.

## **PROPOSAL BID FORMS**

### **CITY OF CORNING**

City Council  
City of Corning  
Corning, CA

Council Members:

The undersigned bidder, CVE Contracting Group, Inc. dba Central Valley Environmental in accordance with the Notice to Contractors, hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents for the:

#### **Building Demolition Project**

including, but not limited to, furnishing all required labor, materials, taxes, permits, insurance, bonds, transportation, scaffolding, equipment, facilities, utilities, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10) working days after receipt of the Contract from the City, he will sign the Contract in the required form, of which the Notice to Contractors, Instructions to Bidders, Proposal, Bid Forms, Bonds, General and Supplementary Conditions, Drawings, Specifications, and all Addenda issued prior to the opening of bids, are a part.

The undersigned agrees to complete all work required under the Contract within 60 calendar days and accept in full payment the price named in the Bid Proposal, which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures submitted on the Bid Forms and understands that the City will not be responsible for errors or omissions on the part of the undersigned in making up this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the City of Corning, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid.

Licensed in accordance with an act providing for the registration of Contractors:

Class A B C21 C22  
C39 ASB HAZ License No. 913083 Expires 04/30/2024

Department of Industrial Relations (DIR) Registration Number: 1000001553

Expiration Date: 06/30/2025

By my signature on this proposal, I certify under penalty of perjury under the laws of the State of California that the Contractor's License Information is true and correct.

Signature of Bidder: x  \_\_\_\_\_

Business Address: 4263 N Selland Ave.  
Fresno, CA 93722

Business Phone: (559) 222-1122 Business Fax: (559) 222-1174


Cell Phone: 559-999-4559

E-mail Address: timw@cvecorp.com

Dated: 10/25/2022

*Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partners authorized to sign Contracts on behalf of the co-partnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.*

Receipt of the following Addenda is hereby acknowledged:

Addendum No. 1. Bidder's Initials x   
Addendum No. \_\_\_\_\_ Bidder's Initials \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Bidder's Initials \_\_\_\_\_

**PROPOSAL FOR**  
**BUILDING DEMOLITION PROJECT**

The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents:

**BID:**

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the "BUILDING DEMOLITION PROJECT" for the lump sum as listed below.

**LEAD AND ASBESTOS ABATEMENT BID AMOUNT:**

Twenty Nine Thousand Seven Hundred dollars  
(written numbers)

\$ 29,700.00  
(figures)

**DEMOLITION BID AMOUNT:**

Ninety Three Thousand Four Hundred Fifty dollars  
(written numbers)

\$ 93,450.00  
(figures)

**TOTAL BID AMOUNT:**

One Hundred Twenty Three Thousand One Hundred Fifty dollars  
(written numbers)

\$ 123,150.00  
(figures)

Bidder CVE Contracting Group, Inc. dba Central Valley Environmental

Date 10/25/2022



**LIST OF SUBCONTRACTORS**

**BUILDING DEMOLITION PROJECT**

Following is the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render services to the above-signed bidder. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself.

**ALL SUBCONTRACTORS MUST BE LISTED REGARDLESS OF MONETARY VALUE OF WORK.**

*All blanks below must be completed for each subcontractor. Failure to do so may cause your bid to be declared nonresponsive:*

**Subcontractor**

Name: CVE Demolition, Inc.

Location of place of business: Fresno, CA 93722

License No. 905631 Class: A B C21 C22 ASB HAZ

DIR #: 1000008301

Services to be performed: Demolition

**Subcontractor**

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

Location of place of business: \_\_\_\_\_

License No. \_\_\_\_\_ Class: \_\_\_\_\_

DIR #: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

**Subcontractor**

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

Location of place of business: \_\_\_\_\_

License No. \_\_\_\_\_ Class: \_\_\_\_\_

DIR #: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

**Subcontractor**

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

Location of place of business: \_\_\_\_\_

License No. \_\_\_\_\_ Class: \_\_\_\_\_

DIR #: \_\_\_\_\_

Services to be performed: \_\_\_\_\_

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

**INFORMATION REQUIRED OF BIDDERS**

**BUILDING DEMOLITION PROJECT**

The bidder is required to supply the following information.

1. Firm Name CVE Contracting Group, Inc. dba Central Valley Environmental
2. Representative Tim Williamson
3. Title President
4. Business Address 4263 N Selland Ave. Fresno, CA 93722
6. Telephone (559) 222-1122 Cell # 559-999-4559 Fax # (559) 222-1174
7. Email Address timw@cvecorp.com
8. California Contractors License(s):  
No(s). 913083 Type(s) A B C21 C22 C39 ASB HAZ
9. California Department of Industrial Relations Registration No. 1000001553

**NON-COLLUSION AFFIDAVIT**

**(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)**

**To the City of Corning, Department of General Services**

**In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.**

**Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.**

**Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder CVE Contracting Group, Inc. dba Central Valley Environmental, proposed subcontractor CVE Demolition, Inc., hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)] and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances in the following space:

## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California, that the bidder has     , has not  been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statements are part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PROPOSAL CERTIFICATION**  
**(LABOR CODE SECTION 1861)**

STATE OF CALIFORNIA )

) SS

COUNTY OF TEHAMA )

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at Fresno, CA

On 10/25/2022  
(Date)

I CERTIFY under the penalty of perjury that the foregoing is true and correct.

  
x \_\_\_\_\_  
Signature of Contractor-Employer

**BIDDER'S BOND**  
**CITY OF CORNING**  
**STATE OF CALIFORNIA**

CVE Contracting Group, Inc.    Travelers Casualty and Surety  
We, dba Central Valley Environmental, as Principal, and Company of America, as Surety, are  
bound unto the City of Corning, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the  
total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment  
of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for the **BUILDING DEMOLITION PROJECT** for  
which bids are to be opened at Corning, California, on **OCTOBER 26, 2022 AT 3:00 P.M.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under  
the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, after the prescribed forms  
are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the  
bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to  
guarantee payment for labor and materials is provided by law, then this obligation shall be null and void;  
otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay  
all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: October 21, 2022

CVE Contracting Group, Inc. dba Central Valley Environmental

By:  \_\_\_\_\_

Travelers Casualty and Surety Company of America

By:  \_\_\_\_\_  
Kim Wilson, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

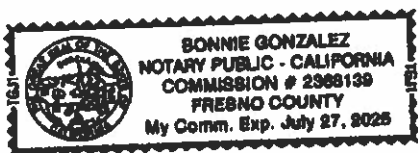
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of Fresno )

On October 21, 2023 before me, Bonnie Gonzalez, Notary Public, personally appeared Kim Wilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: Bonnie Gonzalez  
Bonnie Gonzalez, Notary Public



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

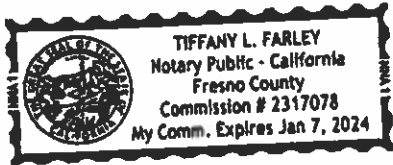
State of California

County of Fresno

On 10/24/22 before me, Tiffany L. Farley Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tim Williamson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tiffany L. Farley  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kim Wilson of FRESNO, California, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duty authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21 day of October, 2022



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.



## **ADDENDUM NO. 1**

### **CITY OF CORNING BUILDING DEMOLITION PROJECT Dated: October 21, 2022**

The purpose of this Addendum No. 1 is to modify the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents. **THIS ADDENDUM SHALL BE SIGNED BY THE BIDDER, DATED, AND SUBMITTED WITH THE BID PROPOSAL FOR THE PROJECT.**

#### **Addendum No. 1: Item No. 1:**

1. **QUESTION:** Please clarify if a C-22 license will be required in addition to the C-21 license. Will a Class A or B license be allowed?

**ANSWER:** *Per the CSLB the scope of the project is demolition only therefore the prime contractor must have a C-21 license. The C-21 prime contractor must have a CSLB ASB Certification for the demolition of the building that contains asbestos or a subcontractor with a C-22 license must be complete this work.*

#### **Addendum No. 1: Item No. 2:**

2. **QUESTION:** Will the Contractor be required to cap the existing water and sewer service lines for each building?

**ANSWER:** *The water services will be turned off at the meter and the meters pulled by public works. The sewer laterals shall be capped by the Contractor to protect the City sewer system from dirt and debris.*

#### **Addendum No. 1: Item No. 3:**

3. **QUESTION:** Will the contract be required to remove the slabs and footing for each building that is being removed?

**ANSWER:** *No, the slabs and the footing shall remain.*

#### **Addendum No. 1: Item No. 4:**

4. **QUESTION:** Will the contractor be removing the extra slabs of concrete that are lifted on the 4th street side between the two buildings?

**ANSWER:** *No, the extra slabs will remain.*

#### **Addendum No. 1: Item No. 5:**

5. **QUESTION:** Who is responsible for disconnecting the power to the buildings?

**ANSWER:** *The City will be responsible for disconnecting the power and the gas services for each building through the PG&E process.*

#### **Addendum No. 1: Item No. 6:**

6. **QUESTION:** Who is responsible for the perimeter fencing during demo?

**ANSWER:** *The Contractor will be responsible for obtaining, placing and maintaining the perimeter chain-link fencing through the demolition and abatement project.*

#### **Addendum No. 1: Item No. 7:**

7. **QUESTION:** Will there be a SWPP required for the project?

**ANSWER:** *A SWPPP will not be required for the project, the removal of the concrete slabs and additional ground disturbance is not included in the scope of work for this project. BMP's will be required to be put in place by the Contractor for dust control and site management.*

**Addendum No. 1: Item No. 8:**

8. **QUESTION:** There is a subfloor at 813 4th St will it remain or be removed?  
**ANSWER:** *The subfloor must be removed.*

**Addendum No. 1: Item No. 9:**

9. **QUESTION:** Will the existing trees, including the large redwood tree and the street trees, on the site remain or are they to be removed as part of this project?  
**ANSWER:** *The palm trees, large redwood tree, and street trees on 4<sup>th</sup> Street will remain. All other trees shall be removed as part of this contract.*

**Addendum No. 1: Item No. 10:**

10. **QUESTION:** Will construction water be provided?  
**ANSWER:** *The Contractor will be required to obtain a hydrant meter from the City of Corning Public Works department. A \$500.00 deposit for the meter will be required to obtain the meter but will be fully refunded when the meter is returned. The Contractor will not be charged for the water used for the project.*

**Addendum No. 1: Item No. 11:**

11. **QUESTION:** Is there a warranty time frame for the project?  
**ANSWER:** *The warranty time frame for the project is 6 months once the demolition project is complete.*

**Addendum No. 1: Item No. 12:**

12. **QUESTION:** Are there any demo plans or as-builts for this project?  
**ANSWER:** *There are no demolition plans for this project and the City does not have any records or as-builts for the existing buildings being demolished. It will be the Contractors responsibility to provide demolition plans once a Contractor is selected.*

**Addendum No. 1: Item No. 13:**

13. **QUESTION:** Can we obtain a copy of the asbestos/lead survey completed for all the buildings.  
**ANSWER:** *A copy of the asbestos/lead surveys for all buildings is attached to this addendum.*

This Addendum consists of a total of 2-pages.

Name: \_\_\_\_\_ - Tim Williamson

Address: 4263 N Selland Ave

Fresno, CA 93722

Phone: 559-222-1122

E-Mail: timw@cvecorp.com

Prepared by:

***Robin Kampmann***

Robin Kampmann, PE  
Public Works Consultant/City Engineer Consultant

Signature:  \_\_\_\_\_  
Bidder

Date: 10/25/22

**ITEM NO.: J-13  
APPROVE INSTALLATION OF NEW  
6' TALL FENCING AROUND  
BASKETBALL COURTS AT  
NORTHSIDE PARK; INSTALLATION  
OF FIVE SOLAR LIGHTS WITH  
POSTS AT CORNING COMMUNITY  
PARK BASKETBALL COURT; AND  
APPROPRIATION OF \$26,475 FROM  
GENERAL FUND RESERVES FOR  
THESE INSTALLATIONS.**

**November 10, 2022**

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

**SUMMARY:**

As directed by City Council at their September 27, 2022 City Council Meeting, Staff has obtained quotes to purchase and install new 6' tall fencing around the existing basketball court at Northside Park and four (4) new solar lights with posts at the basketball courts at Corning Community Park. These proposed improvements would allow the soccer players to utilize the court at Northside Park and allow the existing basketball court at Corning Community Park, which is not currently used in the evening due to no lighting, to be used to play basketball.

The purchase cost for the new 6' tall chain link fencing for installation at Northside Park is \$9,500. This cost is for fencing materials only, City Staff would complete the installation.

The cost for five (5) new 20' tall poles with solar lights for installation at Corning Community Park is \$16,975. This cost is also for the post, lights and concrete needed for City Staff to install.

**FINANCIAL:**

Funding for this project was not included in the FY22/23 City Budget. Therefore \$26,500 in funding for this project will need to be appropriated from the City's General Fund Reserves.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. APPROVE AN APPROPRIATION IN THE AMOUNT OF \$26,500 FROM CITY GENERAL FUND RESERVES FOR THIS PROJECT.**
- 2. APPROVE THE INSTALLATION OF NEW 6' TALL FENCING AT THE NORTHSIDE PARK BASKETBALL COURT; AND**
- 3. APPROVE THE INSTALLATION OF FIVE SOLAR LIGHTS WITH POSTS AT THE CORNING COMMUNITY PARK BASKETBALL COURT.**



**1840 Bidwell Street  
Red Bluff CA 96080  
530-529-1130 Fax 530-529-3140**

**Quotation**

QUOTE DATE	QUOTE NUMBER
11/03/22	S1365068
ORDER TO: NORTH VALLEY DISTRIBUTING 1840 Bidwell Street Red Bluff CA 96080 530-529-1130 Fax 530-529-3140	PAGE NO.  <b>1</b>

QUOTE TO:  
CITY OF CORNING  
794 THIRD ST  
CORNING, CA 96021

SHIP TO:  
CITY OF CORNING  
794 THIRD ST  
CORNING, CA 96021

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE # / JOB NAME	SALESPERSON	
1245	LIGHTS AND POLE		JEFF LING	
WRITER	SHIP VIA	TERMS	SHIP DATE	FORM ALLOWED
CHRIS CHAPIN	RED BLUFF DEL	NET 30DAYS FROM STATEMEN	11/03/22	No
ORDER QTY	DESCRIPTION	NET PR	EXT PR	
1ea	* LOT PRICE **SPECIAL ORDER-FREIGHT MAY APPLY**	16975.000/ea	16975.00	
5ea	^^ NAFCO VS-QSSSSA-25-4040-11-AB-FP-DB-P6 25FT 4-IN 1G SQUARE STEEL ANCHOR BASE BRONZE TENNON TOP Part # NAFVSQSSSSA25404011ABFPDBP2	0.000/ea	0.00	
5ea	SUNLIKE STLSTC-50W-T3-4-SF-BR 50W SOLAR AREA LIGHT **SPECIAL ORDER-FREIGHT MAY APPLY** FREIGHT WILL APPLY FOR THE POLES TAXES NOT INCLUDED	0.000/ea	0.00	
		<b>Subtotal</b>	<b>16975.00</b>	
		<b>S&amp;H CHGS</b>	<b>0.00</b>	

**This is a Quotation.**

Price are firm for 30 days, subject to change without notice after 30 days.  
Applicable taxes extra.

<b>Subtotal</b>	<b>16975.00</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Amount Due</b>	<b>16975.00</b>

**ITEM NO: J-14  
REQUEST DIRECTION FOR  
FUTURE YOUTH RECREATION  
ENRICHMENT PROGRAM  
MINIMUM ENROLLEMENT  
REQUIREMENTS.**

**November 10,2022**

**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**CHRISSE MEEDS, PLANNER III/ RECREATION COORDINATOR**

**BACKGROUND:**

In March of 2018, the City was approached by the Promise Neighborhood Grant Project Director regarding the development of a Recreational Program within the City of Corning. The subsequent Agreement initially provided the City funding to develop a new Youth Recreation and Enrichment Program to provide recreation, youth enrichment, and educational programs and services through December 31, 2018. Assuming City success in 2018, and remaining federal funding, it was anticipated the Agreement would be extended through calendar year 2019. A criterion was set that at least 300 children and youth must participate in the Program by December 31, 2018.

Corning Recreation began offering classes in May of 2018 and has increased its participation and class offerings substantially since that time. Due to the Programs success, the Promise Neighborhood Grant funding has been extended to the City for the past 4 years with current funding due to expire on December 31 2022.

Over the past four (4) years, the City has established a Recreation Program that the Community and its youth have come to love and appreciate. Classes are offered in Winter, Spring, Summer, and Fall sessions with a few specialty classes in between. Classes generally run for six (6) weeks then have a four week break before starting the next session.

Currently the Recreation Program operates a core set of youth classes which include the following:

- Taekwondo, ages 6 - 8 & 9 – 13: Two (2) days a week;
- Baby Ballet, ages 2 – 5: Two (2) days a week
- Gymnastics, ages 2 – 5: Two (2) days a week
- Gymnastics, ages 5 – 9 Two (2) days a week
- Hip Hop Tumble, ages 4 – 7.
- Dancely Combo, ages 4 – 8.
- Little Picassos, ages 5 – 9.
- Learning to Paint, ages 9 – 13.
- Kiddie Crafts, ages 4 – 11.
- Little Readers, ages 1 – 4.
- Robotics / Coding, ages 8 – 18.
- Sports Recreation, ages 5 – 18.
- Photography, ages 11 – 18.

Classes offered periodically are Mommy and Me Paint Classes, Adult Aerobics, Adult H.I.T (High Intensity Training), and Adult Photography.

Leagues that were started this year, consist of:

- Flag Football with around 60 youth participating; and
- Youth Basketball, which we are in the middle of registration currently.

We plan to grow and continue these leagues as long as we can find coaching for them.

Corning Recreation also offers free swimming lessons to all 2<sup>nd</sup> Graders within the Elementary School District. This is done generally during the last few weeks of school. Should the City Council choose to continue that Program, Staff will continue working with the Elementary School District to facilitate the Program.

**FY 2022/2023 Upcoming Goals:**

- Building a better working relationship with the Schools.
- Creating a Recreation Class Scholarship Program for youth in the community (In process. The Breakfast with Santa event will fund scholarships for youth).
- Increase participation in our two Leagues; Flag Football and Youth Basketball.

**FY 2023/2024 FUTURE GOALS:**

Upon construction completion of the Recreation Center:

- Having the ability to offer a cooking/baking class as we currently do not have a facility for this type of class.
- Creating adult leagues and recreational classes.

Many classes fill and often have waiting lists for every session. There are a few that may only have two or three participants registered but serve at-risk youth or are not offered elsewhere in the community. Staff recommend existing and new classes continue for two additional sessions. During this time, staff and instructors will heavily market these classes. Thereafter, if enrollment is still not at 50% of maximum enrollment of five students, whichever is greater, the class will be cancelled.

**FINANCIAL:**

50% of Recreation Program costs are budgeted for FY 2022/2023 from the General Fund. As we transition from the Promise Neighborhood Grant to a City-funded Program beginning January 1, 2023, Staff is requesting direction from the City Council as to whether we want to require a minimum enrollment of youth in a class.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- 1. AUTHORIZE EXISTING CLASSES TO CONTINUE FOR TWO ADDITIONAL SESSIONS; AND**
- 2. THEREAFTER, REQUIRE ALL CLASSES TO HAVE AT LEAST 50% OF MAXIMUM ENROLLMENT OR FIVE STUDENTS, WHICHEVER IS GREATER.**



Recreation   
C I T Y O F  
**CORNING**



**CORNINGPROMISE**

[www.corningpromise.org](http://www.corningpromise.org)

Progress Report  
January – June 2022

Chrissy Meeds

[cmeeds@corning.org](mailto:cmeeds@corning.org)

(530) 824-7036

## Summary

From January – June 2022 Corning Recreation had 626 youth enrolled in fifty-two (52) different programs. We offered an entire new sports league this spring, Flag Football. It was very popular with fifty-eight (58) registrations. Enrollment increased by almost one hundred (100) compared to last year during this same time. We believe with the COVID-19 restrictions loosening that parents are feeling more comfortable enrolling their children in our programs.

The most popular classes remain the dance programs and Taekwondo, however the Flag Football had a good number of registrations.

With COVID-19 restrictions being reduced, the 2<sup>nd</sup> Grade Swim Lesson program was offered once again to all 2<sup>nd</sup> grade students attending Corning schools the week of May 16<sup>th</sup>. Schedules were coordinated, permission slips were developed (translated into Spanish) and signed, and lifeguards were hired. The Elementary School District coordinated the transportation of the students back and forth each day. Since many of the lifeguards attend Corning High School or a local university, the City coordinated with each to ensure there were an adequate number of lifeguards to ensure students' safety and teach the lessons. A total of 221 students participated in the five-day long swim lesson program, which is back to pre-pandemic numbers. On the first day, all students were tested and categorized in groups based on their swimming capabilities. More than 80% of the students on the first day could not swim. The students learned basic swimming techniques and survival in the water skills. At the end of the weeklong program, 80% of students could swim well enough to save their life. The 2<sup>nd</sup> Grade Swim Lesson Program ensures students are healthy by being physically active. The students also learned different strokes, swimming techniques, and water survival skills satisfying the educational component of the grant.

## Progress Towards the Achievement of Goals

### **Goal 1: Increase overall enrollment- 250 total participants**

Corning Recreation vastly exceeded this goal with 626 youth enrolled in Corning Recreation programs. Despite the pandemic, new families are registering each session. Corning Recreation has increased social media presence by 1000 followers in the last year. We recently created an Instagram page that mimics our Facebook page, we currently only have 6 followers and are continually advertising it.

### **Goal 2: Increase program access to at-risk youth**

The goal to increase program access to at-risk youth is a challenge to document because of confidentiality laws. Corning Recreation is coordinating with school counselors to distribute free recreation class vouchers to students they feel could benefit from a Corning Recreation class

Our goal is to increase the number of vouchers utilized by five (5) in the next quarter.

### **Goal 3: Outreach to the community to bring awareness of the program by increasing the number of social media followers by 25.**

In 2020, Corning Recreation had 1,143 followers. As of June 30<sup>th</sup> 2021, our Facebook following was up to 1,496 -an increase of 353 followers or 30.9%. As of June 30, 2022, the Corning Recreation Facebook

page had 2,116 followers, an increase of 620 people. This represents 26.5% of the population of the City of Corning.

Our goal is to increase the number of followers on our new Instagram account and to continue awareness of our Facebook page and our Recreation Program.

### Upcoming Goals

**Goal 1:** Continue Instructor Recruitment -Increase the number of instructors from 9 to 11.

For program stability, Corning Recreation benefits by having a large number of instructors with diverse capabilities. During the reporting period Corning Recreation had a total of nine instructors at any one time. Two instructors are furthering their education or have moved on. Our goal is to have a total of 11 instructors by July 2022. Corning Recreation will need to contract with 4 additional instructors to meet the goal of 11 instructors.

Corning Recreation added 4 new Instructors to instruct new classes that were added, Cheerleading, Flag Football and Field Hockey, all three programs were very successful.

### Challenges

Our biggest unmet challenge is still facilities. Due to the COVID-19 pandemic, holding classes indoors or in cramped rooms/hallways was initially a challenge. We also had to limit the number of participants in each class. We are also encountering issues with using the different parks around town as most of these parks are utilized by already existing recreation programs like soccer and baseball.

The availability of Rodgers Theatre to hold classes has allowed the program to grow and thrive, without which program implementation would have been extremely difficult. The City is thankful to have Rodgers Theatre as a resource for the community.

**Appendix A**  
**Photos of Corning Recreation Classes**



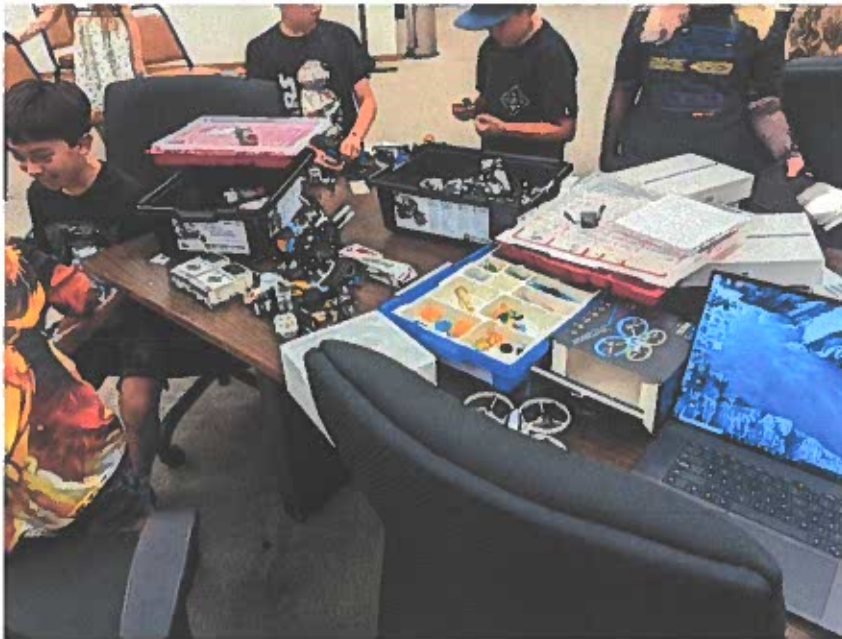
Students at Ballet class.



Some students during 'Dance' class.



Youth learned about the lifecycle of a jellyfish during the 'Kiddie Crafts' class.



Photograph taken during 'Robotics' class.



Photograph taken during 'Mommy and Me Paint' class.



Photograph taken during 'Taekwondo' class.



Photograph taken by a photography student during "Photography Class"



Gymnast learning balance with hoola hoops during 'Tumbling' class.





Students learning the basics of Field Hockey during class.



Photos taken by

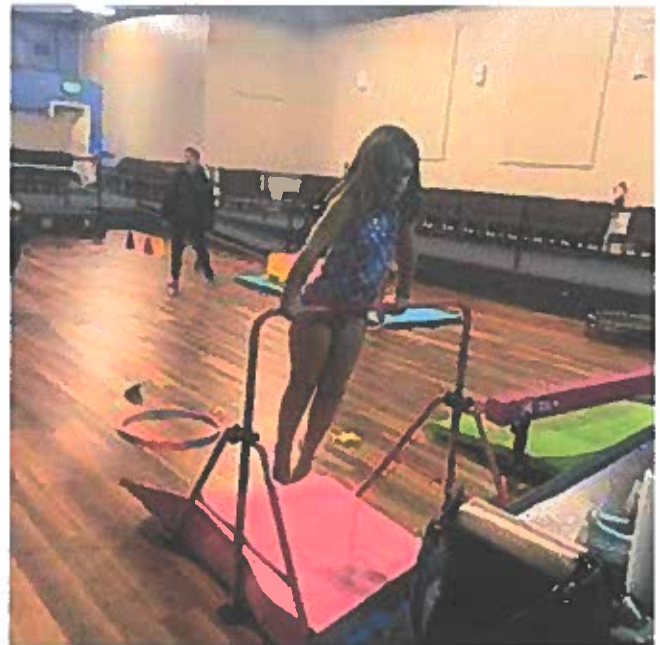
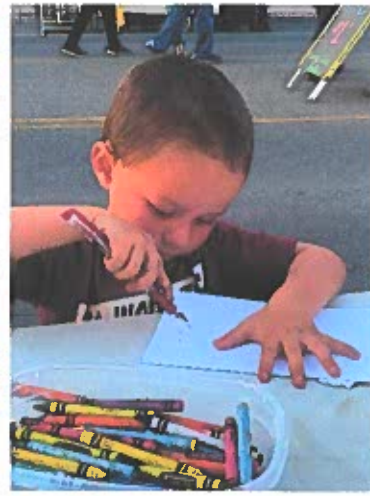


Photography students

Co-Ed Flag Football Photos



City Events



Photographs taken during Gymnastics class.

**ITEM NO: J-15  
APPROVE PURCHASE AGREEMENT FOR  
THE PROPERTY LOCATED ON THE  
NORTHWEST CORNER OF MARIN AND  
4<sup>TH</sup> STREETS FROM DAVID A. AND  
EILEEN RODGERS IN THE AMOUNT OF  
\$70,000. APN: 071-134-008-000**

**November 10, 2022**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER  
LISA M. LINNET, CITY CLERK**



**SUMMARY:**

The City, under authorization from the City Council, has negotiated the purchase price of \$70,000 for the property based upon its appraised value, located on the northwest corner of Marin and Fourth Streets, APN: 071-134-008-000 from David A. and Eileen Rodgers. This property, located directly across from the future Recreation Center, Splash Pad, Amphitheater is intended to provide additional parking to accommodate Park use and events.

Staff now seeks City Council approval of the attached Purchase Agreement that has been reviewed and approved by the City Attorney, and authorization of the appropriation of \$70,000 from the City's General Fund Reserves to fund this purchase.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **APPROVE PURCHASE OF THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF MARIN AND 4<sup>TH</sup> STREETS, APN: 071-134-008-000, FROM DAVID A. & EILEEN RODGERS FOR FUTURE PARKING LOT; AND**
- **AUTHORIZE APPROPRIATION OF FUNDS IN THE AMOUNT OF \$70,000 FROM GENERAL FUND RESERVES.**

## Vacant Land Purchase Agreement

---

**Identification of Parties:** This contract is entered into on the date executed below, by and between David A. Rodgers and S. Eileen Rodgers (collectively "Seller") and the City of Corning, a municipal corporation ("Buyer").

**Contract Purpose:** Seller agrees to sell and convey, and Buyer agrees to purchase, the real property situated in the City of Corning, Tehama County, California and identified as APN 071-134-008 ("the Property"), and more particularly described on the document attached hereto marked **EXHIBIT "1"** and incorporated herein by express reference, on the following terms and conditions.

### 1. Purchase Price

**1.01. Purchase Price.** The purchase price for the Property is \$70,000.00.

**1.02. Terms of Payment.** The full purchase price shall be paid at the close of escrow and shall be payable by cashier's check drawn to the order of the escrow agent or by federal wire transfer.

### 2. Escrow

**2.01. Opening of Escrow.** An escrow shall be opened to consummate the sale of the Property according to the terms of this contract at the office of Northern California Title Company located at 1504 Solano Street, Corning, CA 96021. The escrow shall be opened within 7 days after the execution of this contract. Written escrow instructions in accordance with the terms of this contract shall be prepared by the escrow agent and the instructions shall be approved, signed and returned to the escrow agent within 15 days after opening escrow as provided herein.

*Buyer and Seller shall also execute and/or deposit with the escrow agent all instruments, documents, and other items identified in the escrow instructions or reasonably required by the escrow agent to close the sale on the closing date specified below, including but not limited to executed grant deeds, a completed and signed preliminary change of ownership (PCOR form), and other documents necessary to complete the terms of this Agreement.*

**2.02. Closing Date.** The escrow period shall be for 30 days. The escrow shall be closed on the date the deed is recorded. The escrow shall be considered to be in a condition to close when the escrow agent is authorized under the escrow instructions, and is able, to record the grant deed.

**2.03. Closing Costs.** The Buyer and Seller shall split evenly the costs associated with all of the following: payment of transfer taxes, payment of the reconveyance fees charged for the reconveyance of any deed of trust shown on the preliminary title report required by this contract, payment of the recording fees for the reconveyance of any deed of trust, the cost of preparing, executing, and acknowledging the grant deed and all other instruments necessary to convey title to Buyer, the cost

of recording the grant deed required to convey title to the Buyer, the escrow fee, preliminary title report fee, and the cost of title insurance. The cost split will be up to one thousand dollars (\$1,000.00) for the Seller, with any costs above that amount to be paid by Buyer. For example, if the total costs are \$3,000.00, Seller will pay the \$1,000 cap, and the Buyer will pay the remaining \$2,000.00.

**2.04. Property Taxes.** Property taxes shall be prorated at the close of escrow.

**2.05. Vesting of Title.** Buyer shall advise the escrow agent before the close of escrow of the manner in which title shall vest.

**2.06. Failure to Close Escrow.** In the event escrow fails to close due to Seller's default Buyer shall be entitled to escrow costs incurred along with any incidental expenses. Moreover, the parties agree that, due to the unique nature of the Property, Buyer shall be entitled to specific performance if Buyer has performed under this agreement and Seller breaches.

### **3. Title Report**

**3.01. Preliminary Title Report.** Within 15 days after the execution of this contract, Buyer shall be given a preliminary American Land Title Association report of the title to the Property and each document shown as an exception or encumbrance in the report.

**3.02. Miscellaneous Conditions.** The close of escrow and Buyer's obligation to purchase the Property pursuant to this contract are contingent on the satisfaction of the following conditions, which are solely for Buyer's benefit unless otherwise indicated.

**(a) Marketable Title.** The conveyance to Buyer of good and marketable title to the Property in the form of a grant deed, as evidenced by an American Land Title Association standard coverage title insurance policy issued by First American Title Company for the full amount of the purchase price insuring that title to the Property is vested in Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record, subject only to those exceptions approved by Buyer in writing.

**(b) Survey.** Buyer has the contractual obligation to survey the Property; however, Buyer can waive this condition by electing to forego completing a survey before the close of escrow. Buyer will be solely responsible for the survey costs, if any.

### **4. Buyer's Right of Entry, Seller's Warranties and Condition of Property.**

**4.01. Right of Buyer to Enter Property.** Seller grants to Buyer, or Buyer's agents, the right, at any time and from time to time, after the opening of the escrow, to enter the Property to conduct tests or investigations. The acts shall be conducted at the sole cost and expense of Buyer and shall not unreasonably interfere with Seller's possession. Buyer shall indemnify and hold Seller harmless from any costs, loss or liability resulting from the acts and, if the escrow is canceled for a reason that is not

the fault of Seller, for any damage to the Property resulting from such acts. Buyer shall give Seller reasonable notice of the intention to enter the Property.

**4.02. Warranties of Seller.** Seller makes the following warranties.

(a) Except as noted on Exhibit "2" to this Agreement, Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, or rights-of-way of any nature that are not disclosed by the public record and present as an exception on the ALTA policy of Title Insurance contemplated in Section 3.01 of this Agreement.

(b) There is no pending litigation involving the Property or threatened against the Property and/or relating to its ownership.

(c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property, and is not aware of any hazardous substances stored, deposited or remaining on the Property, including the adjoining acreage along with the residence;

(d) Seller is not in default under any contract, note, or encumbrance relating to the Property;

**4.03. Survival of Warranties.** All warranties, covenants, and other obligations in this contract shall survive delivery of the deed to the Property.

**4.04. Statutory Disclosures (Including Lead-Based Paint Hazard Disclosures) and Cancellation Rights.**

(a) Seller shall, within 30 days after the execution of this agreement, deliver to Buyer, if required by law (i) Federal Lead-Based Paint Disclosures and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et seq and 1103 et seq of the California Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to a Real Estate Transfer Disclosure Statement ("TDS") (as to the home parcel), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments, notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915; and, if Seller has actual knowledge, an industrial use and military ordinance disclosure.

(b) Buyer shall within 7 days of receipt, return signed copies of the Statutory and Lead Disclosures to Seller.

(c) In the event, Seller, prior to close of escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in the disclosures provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing.

(d) If any of the above-described disclosures or notices is delivered to Buyer after escrow is opened, Buyer shall have the right to extend the escrow by 5 days to consider such reports and records.

#### **4.05 Property is Sold As-Is Subject to Buyer's Investigation**

(a) The property is sold in its present physical condition as of the date of this agreement and subject to the representation and warranties of Seller and Buyer's investigation rights. The Property, landscaping and grounds, are to be maintained in substantially the same condition as of the date of this agreement.

(b) Buyer has the contractual obligation to inspect the property and any county records of utility as determined by Buyer in its sole and absolute discretion, and based upon the information discovered in those inspections to either cancel this agreement or proceed forward and close the sale pursuant to this agreement.

### **5. Miscellaneous Provisions**

**5.01. Loss, Destruction, and Condemnation.** The parties agree that the Uniform Vendor and Purchaser Risk Act, set forth in *Civil Code Section 1662*, and its provisions governing the allocation of risk of loss, shall govern this transaction.

**5.02. Insurance.** Seller shall cancel all policies of insurance on the Property as of the close of escrow. Buyer shall be responsible for obtaining all necessary insurance on the Property as of the close of escrow. Insurance maintained during the escrow period shall be governed by Section 2.03 herein.

#### **5.03 Items Included in Sale of Property.**

(a) All existing fixtures and fittings that are attached to the Property.

(b) Any of the following existing at the time of execution of this Agreement: existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, windows and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditions, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/ alarms, fences and gates.

(c) The following items: septic system benefitting the property.



(d) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(e) All items included shall be transferred free of liens and without Seller warranty.

**5.04. Notices.** Any notice, tender, delivery, or other communication pursuant to this contract that is required to be in writing shall be deemed to be properly given if delivered, mailed, or sent by wire or other telegraphic communication as follows:

***(a) If to Buyer:***

City of Corning  
ATTN: City Manager Kristina Miller  
794 Third Street  
Corning, California 96021

***(b) If to Seller:***

David A. Rodgers and S. Eileen Rodgers  
P.O. Box 54  
Corning, California 96021

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph. If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given 24 hours after it has been deposited in the U.S. mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

**5.05. Entire Agreement.** This contract and the attached exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force and effect. Any amendment to this contract shall be of no force and effect unless it is in writing and signed by Buyer and Seller.

**5.06. ARBITRATION OF DISPUTES.** Any controversy or claim arising out of this contract or a breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

**Notice:**

**By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "ARBITRATION OF DISPUTES" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By**

**initialing in the space below you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the "ARBITRATION OF DISPUTES" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.**

**We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "ARBITRATION OF DISPUTES" provision to neutral arbitration.**

Initialed by Buyers: \_\_\_\_\_

Initialed by Seller: DAR 

**5.07. Attorney's Fees.** If any action, proceeding, or arbitration arising out of or relating to this contract is commenced by either party to this contract or by the escrow agent, then as between Buyer and Seller, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

**5.08. Binding Effect.** This contract shall be binding on and inure to the benefit of the parties to this contract and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this contract.

**5.09. Governing Law and Venue.** This contract and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California, and any action thereto shall be filed and remain through judgment, dismissal or settlement in the County of Tehama.

**5.10. Headings.** The headings in this contract are inserted for convenience only. They do not constitute part of this contract and shall not be used in its construction.

**5.11. Waiver.** The waiver by any party to this contract of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this contract.

**5.12. Counterparts and Facsimile Signature.** This contract may be signed in counterparts with each completed part comprising the whole, and any facsimile signature shall be treated as an original for all purposes.

**SIGNATURES TO FOLLOW ON NEXT PAGE**

Dated: November 3, 2022

**BUYER:**

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

**SELLER:**

David A. Rodgers  
David A. Rodgers

S. Eileen Rodgers  
S. Eileen Rodgers



First American

Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA  
County: TEHAMA

Document Number: 2072-0505  
Document Date: 20010925

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

10/03/2022

Recorded Document

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Order No.  
Escrow No. 9445  
Loan No.

013830

BOOK 2072 PAGE 505

RECORDED AT REQUEST OF  
NORTHERN CALIFORNIA TITLE CO.  
at 2 min. past 3 AM

WHEN RECORDED MAIL TO:

Mr. & Mrs. David Rodgers  
480 Bolano Street  
Corning, CA 96021

SEP 25 2001

OFFICIAL RECORDS  
TEHAMA COUNTY, CALIFORNIA  
MARY ALICE GEORGE  
Recorder 2  
Fee \$ 10-

DOCUMENTARY TRANSFER TAX \$ 30.80

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Computed on the consideration or value of property conveyed; OR  
 Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

NORTHERN CALIFORNIA TITLE COMPANY  
Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THOMAS GERUGHTY, Executor of the Estate of MaryJean Colapietro and  
EMILY LU ELLA DAVIS, Trustee of the Emily Lu Ella Davis Living Trust, dated October 26, 1993

hereby GRANT(S) to

DAVID A. RODGERS and S. EILEEN RODGERS, husband and wife, as Joint Tenants

the real property in the City of Corning  
County of Tehama

State of California, described as

All of Lots 20; 21, 22, 23 and 24 in Block 33 of the Town (now City) of Corning,  
as the same are shown on the map filed in the Tehama County Recorder's Office, August 3,  
1888 in Book 4 of Maps at page 47.  
AP# 071-134-08

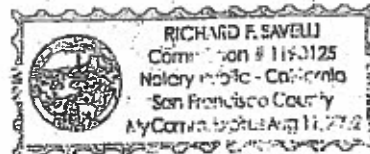
Dated July 13, 2001

Thomas Gerughty  
Thomas Gerughty, Executor of the Estate  
of MaryJean Colapietro

STATE OF CALIFORNIA  
COUNTY OF San Francisco  
On Sept 15, 2001 before me,  
RICHARD F. SAVELLI  
personally appeared THOMAS GERUGHTY  
EMILY LU ELLA DAVIS

Emily Lu Ella Davis, Trustee  
Emily Lu Ella Davis; Trustee

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/(she)/they executed the same  
in his/(her)/their authorized capacity(ies), and that by his/(her)/their signa-  
ture(s) on the instrument the person(s) or the entity upon behalf of which  
the person(s) acted, executed the instrument.



WITNESS my hand and official seal  
Signature Richard F. Savelli

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

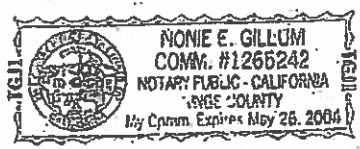
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Kings } ss.

On September 13, 2003 before me, Nonie E. Gillum  
Name and Title of Officer (e.g., Judge, Doctor, Notary Public)  
personally appeared Emily L. Ella Davis  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Nonie E. Gillum  
Signature of Notary Public

Print Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

Description of Attached Document Grant Deed  
Title or Type of Document: \_\_\_\_\_

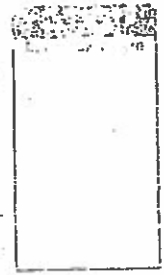
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



END OF DOCUMENT

**EXHIBIT 2**  
to  
**Paragraph 4.02.(a)**  
**of the Vacant Land Purchase Agreement**  
**Between Rodgers and City of Corning**

Seller agrees and declares that Seller owns the Property, free and clear of all items and issues identified and/or referred to in paragraph 4.02.(a) of the above Agreement, except as follows:

1. Seller is informed and believes that it is possible that the land adjoining the Property, which is on the western border of the Property being sold, may encroach upon the Property in the following ways by encroachments or by encroachments by improvements:
  - (a) Said adjacent property may encroach onto the Property being sold with:
    - (i) A cyclone fence;
    - (ii) A blacktop parking area;
    - (iii) A lawn, one or more trees, and other vegetation; and
    - (iv) A portion of a sidewalk.

Seller declares that these encroachments are possibilities based on informal calculations and observations. The calculations are not precise because the beginning points for the measurements were not specifically known and no survey was done. Regarding the vegetation encroachment, especially the tree or trees, the encroachments are, again, only possible and the encroachments might only involve overhanging limbs.

2. Seller is not aware of any easements and/or rights-of-way that are not disclosed by public record except for possible easements and/or rights-of-way which might possibly have been achieved from any of the encroachments listed in paragraph 1 above.
3. There are possible encroachments by improvements on the Property onto the adjacent property including vegetation and one or more trees. The encroachments by the trees might be by the trunk of the tree and/or by branches from the trees hanging over onto the adjacent property.
4. Seller is informed and believes that a residence was on the Property more or less 100 years ago. Seller does not know if there is a septic tank or water well under the ground on the Property or not. Seller does disclose that there is a small metal pipe sticking up out of the ground in approximately the middle of the property.

# APPRAISAL OF REAL PROPERTY



## LOCATED AT

TBD 4th St  
Corning, CA 96021  
Lots 20-24, Block 33, City of Corning

## FOR

City of Corning  
794 3rd St  
Corning, CA 96021

## OPINION OF VALUE

70,000

## AS OF

09/05/2022

## BY

Lester M. Fox  
Fox Appraisal Services  
P.O. Box 1187  
Red Bluff, CA 96080

lester@foxappr.com



Client	City of Corning	File No.	2022-071134008
Property Address	TBD 4th St		
City	Corning	County	Tehama
		State	CA
		Zip Code	96021
Owner	Rodgers, David A. and Eileen S.		

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City	Corning	County	Tehama
		State	CA
		Zip Code	96021
Owner	Rodgers, David A. and Eileen S.		

### APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

**Appraisal Report** (A written report prepared under Standards Rule 2-2(a) . pursuant to the Scope of Work, as disclosed elsewhere in this report.)

**Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) . pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

### Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)


My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 Mo

### Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

The intended user of this appraisal report is The City of Corning

The intended use of this report is to assist in a potential purchase of the property.

<p><b>APPRAISER:</b></p> <p>Signature: </p> <p>Name: <u>Lester M. Fox</u></p> <p>State Certification #: <u>AG011429</u></p> <p>or State License #: _____</p> <p>State: <u>CA</u> Expiration Date of Certification or License: <u>08/08/2023</u></p> <p>Date of Signature and Report: <u>09/08/2022</u></p> <p>Effective Date of Appraisal: <u>09/05/2022</u></p> <p>Inspection of Subject: <input type="checkbox"/> None <input checked="" type="checkbox"/> Interior and Exterior <input type="checkbox"/> Exterior-Only</p> <p>Date of Inspection (if applicable): <u>09/05/2022</u></p>	<p><b>SUPERVISORY or CO-APPRAISER (if applicable):</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>State Certification #: _____</p> <p>or State License #: _____</p> <p>State: _____ Expiration Date of Certification or License: _____</p> <p>Date of Signature: _____</p> <p>Inspection of Subject: <input type="checkbox"/> None <input type="checkbox"/> Interior and Exterior <input type="checkbox"/> Exterior-Only</p> <p>Date of Inspection (if applicable): _____</p>
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# LAND APPRAISAL REPORT

File No.: 2022-071134008

Property Address: TBD 4th St City: Corning State: CA Zip Code: 96021  
 County: Tehama Legal Description: Lots 20-24, Block 33, City of Corning

Assessor's Parcel #: 071-134-008-000 Tax Year: 2022 R.E. Taxes: \$ 395.72 Special Assessments \$ 0  
 Market Area Name: Central Corning Map Reference: 39780 Census Tract: 0011.02  
 Current Owner of Record: Rodgers, David A. and Eileen S. Borrower (if applicable): N/A  
 Project Type (if applicable):  PUD  De Minimis PUD  Other (describe) HOA: \$ 0  per year  per month  
 Are there any existing improvements to the property?  No  Yes If Yes, indicate current occupancy:  Owner  Tenant  Vacant  Not habitable  
 If Yes, give a brief description:

The purpose of this appraisal is to develop an opinion of:  Market Value (as defined), or  other type of value (describe)  
 This report reflects the following value (if not Current, see comments):  Current (the Inspection Date is the Effective Date)  Retrospective  Prospective  
 Property Rights Appraised:  Fee Simple  Leasehold  Leased Fee  Other (describe)  
 Intended Use: The intended use is for the City of Corning in a potential purchase of the property.  
 Intended User(s) (by name or type): The City of Corning  
 Client: City of Corning Address: 794 3rd St. Corning, CA 96021  
 Appraiser: Lester M. Fox Address: P.O. Box 1187, Red Bluff, CA 96080

Characteristics			Predominant Occupancy		One-Unit Housing			Present Land Use		Change in Land Use	
Location:	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Owner	PRICE	AGE	One-Unit	70%	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely *	<input type="checkbox"/> In Process *
Built up:	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Tenant	\$ (000)	(yrs)	2-4 Unit	5%			
Growth rate:	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input checked="" type="checkbox"/> Vacant (3-5%)	125	Low	Multi-Unit	%			
Property values:	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/> Vacant (>5%)	800	High	Comm'l	25%			
Demand/supply:	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		300	Pred		%			
Marketing time:	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.					%			

**Factors Affecting Marketability**

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: The subject property is located in central Corning, 1 block south of Solano Street, which is the main street of Corning. Corning is located in southern Tehama County, CA, along the Interstate 5 corridor. The county seat of government is located approximately 17 miles north in Red Bluff. The state capital of Sacramento is located approximately 115 miles southerly via Interstate 5. The population of Corning, as of the 2020 census, is 89,244. Major employers include: Bell Carter Olives, Rolling Hillos Casino and a large trucking industry centered around the South Avenue/I-5 intersection. The market experienced sharp increases from 2018 to early 2022, but appears to be stabilizing at this time. Commercial Real Estate growth has been slow, with relatively low demand and stable prices.

Dimensions: 125' x 130' Site Area: 16,250 Sq.Ft.  
 Zoning Classification: C-2 Description: Central Business District  
 Do present improvements comply with existing zoning requirements?  Yes  No  No Improvements  
 Uses allowed under current zoning:  
 Are CC&Rs applicable?  Yes  No  Unknown Have the documents been reviewed?  Yes  No Ground Rent (if applicable) \$ /  
 Comments: 16250  
 Highest & Best Use as improved:  Present use, or  Other use (explain)  
 Actual Use as of Effective Date: Vacant Parcel Use as appraised in this report: Vacant Parcel  
 Summary of Highest & Best Use: Per the Corning City Planning Department, the subject property is zoned commercial. The property is currently vacant. The Highest and Best Use as improved would be a commercial building.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Paved City Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 City Streets and Alley
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PG&E	Width	60			Flat
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Corning	Surface	Paved Asphalt			Typical For Area
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Corning	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rectangular
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Corning	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appears Adequate
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3rd Parties	Street Lights	Vapor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N, Neighborhood
Multimedia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3rd Parties	Alley	Paved Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Other site elements:  Inside Lot  Corner Lot  Cut de Sac  Underground Utilities  Other (describe)  
 FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone: X FEMA Map # 06103C1470H FEMA Map Date 9/29/2011  
 Site Comments: Subject site is a corner parcel fronting on two city maintained paved streets with alley access on north side. All typical utilities are available to the property.

# LAND APPRAISAL REPORT

File No.: 2022-071134008

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal

Data Source(s): **MLS/Realquest**

**TRANSFER HISTORY**

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:	No arms-length transactions noted within the past 36 months. Subject not listed as of the effective date of appraisal. No sales of any of the comparables noted within the 12 months prior to their sales. Sale #1 had a prior arm's length sale on 1/22/2018 for \$40,000.
Date:		
Price:		
Source(s):		
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s):		

**SALES COMPARISON APPROACH**

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	oming's TBD 4th St Corning, CA 96021	1905 Solano St Corning, CA 96021	550 Pine St Red Bluff, CA 96080	1042 Walnut St Red Bluff, CA 96080
Proximity to Subject		0.51 miles W	17.37 miles N	17.42 miles N
Sale Price	\$	\$ 49,000	\$ 75,000	\$ 59,000
Price/ Sq.Ft.	\$	\$ 6.25	\$ 13.24	\$ 9.68
Data Source(s)	RealQuest	TEHMLS#20200451:DOM 792	TEHMLS#200211058:DOM 259	TEHMLS#20220386:DOM 71
Verification Source(s)	Inspection			
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	ArmLth	ArmLth OWC;0	ArmLth Cash;0	ArmLth Cash;0
Date of Sale/Time		s02/21;c02/21	s07/22	s07/22
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Neutral	Neutral	Neutral	Neutral
Site Area (in Sq.Ft.)	16,250	7,840	5,863	8,098
Zoning	C2	C3	HC	C2
Net Adjustment (Total, in \$)		X + <input type="checkbox"/> - \$ 15,558	X + <input type="checkbox"/> - \$ 19,586	X + <input type="checkbox"/> - \$ 18,781
Adjusted Sale Price (in \$)		\$ 64,558	\$ 94,586	\$ 77,781

Summary of Sales Comparison Approach: All sales are located in the subject's general market area. Sale #1 is the only reasonably current sale that could be located in the immediate Corning area. It fronts Solano Street, which is Corning's Main Street. However, it is not felt to be superior to the subject's location. Sales #2 and #3 are commercial properties located in Red Bluff, but are not on Main Street and are felt to have similar locations. Sale #2 was purchased by the City of Red Bluff for use as a parking lot. Sale #4 is in the City of Orland. It is a highly visible lot on the main street and is adjusted 20% for location. Site size is adjusted at \$1.85 per square foot, which is determined by regression analysis, for the excess land above a typical building site. Overall, sales indicate a weighted value of \$86,000. However, most validity is given to Sale #1 as it in Corning.

**PUD**

PROJECT INFORMATION FOR PUDs (if applicable)  The Subject is part of a Planned Unit Development.

Legal Name of Project: \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

**RECONCILIATION**

Indicated Value by: Sales Comparison Approach \$ 70,000

Final Reconciliation: All validity given to Market Approach which measures the interaction between buyers and sellers. Cost approach was not developed for this report. Income approach not considered as properties of this type not typically purchased for income stream.

This appraisal is made  "as is" or  subject to the following conditions: This appraisal made in "As Is" condition.

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 70,000, as of: 09/05/2022, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 12 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

Limiting cond./Certifications  Narrative Addendum  Location Map(s)  Flood Addendum  Additional Sales

Photo Addenda  Parcel Map  Hypothetical Conditions  Extraordinary Assumptions  Hypothetical Conditions

**ATTACH**

Client Contact: \_\_\_\_\_ Client Name: City of Corning

E-Mail: \_\_\_\_\_ Address: 794 3rd St, Corning, CA 96021

**APPRAISER**

Appraiser Name: Lester M. Fox

Company: Fox Appraisal Services

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: lester@foxappr.com

Date of Report (Signature): 09/06/2022

License or Certification #: AG011429 State: CA

Designation: \_\_\_\_\_

Expiration Date of License or Certification: 08/08/2023

Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop)

Date of Inspection: 09/05/2022

**SIGNATURES**

Supervisory or Co-Appraiser Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date of Report (Signature): \_\_\_\_\_

License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_

Designation: \_\_\_\_\_

Expiration Date of License or Certification: \_\_\_\_\_

Inspection of Subject:  Did Inspect  Did Not Inspect

Date of Inspection: \_\_\_\_\_



# Assumptions, Limiting Conditions & Scope of Work

File No.: 2022-071134008

Property Address: TBD 4th St	City: Corning	State: CA	Zip Code: 96021
Client: City of Corning	Address: 794 3rd St, Corning, CA 96021		
Appraiser: Lester M. Fox	Address: P.O. Box 1187, Red Bluff, CA 96080		

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area.

Because

the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved

In performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or

warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist

or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the

field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

Possession of this

report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by

the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties

assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): It is an Extraordinary Assumption that the subject property is environmentally clean and is not subject to any environmental remediation.

# Certifications & Definitions

File No.: 2022-071134008

Property Address: TBD 4th St	City: Corning	State: CA	Zip Code: 96021
Client: City of Corning	Address: 794 3rd St, Corning, CA 96021		
Appraiser: Lester M. Fox	Address: P.O. Box 1187, Red Bluff, CA 96080		

## APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

## DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact:	Client Name: City of Corning
E-Mail:	Address: 794 3rd St, Corning, CA 96021
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Lester M. Fox	Supervisory or Co-Appraiser Name:
Company: Fox Appraisal Services	Company:
Phone:	Phone:
E-Mail: lester@foxappr.com	E-Mail:
Date Report Signed: 08/06/2022	Date Report Signed:
License or Certification #: AG011429 State: CA	License or Certification #: State:
Designation:	Designation:
Expiration Date of License or Certification: 08/08/2023	Expiration Date of License or Certification:
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)	Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect
Date of Inspection: 09/05/2022	Date of Inspection:

SIGNATURES



# Photograph Addendum

Client	City of Corning				
Property Address	TBD 4th St				
City	Corning	County	Tehama	State	CA Zip Code 96021
Owner	Rodgers, David A. and Eileen S.				



Site From Marin Street (North Side)



Site From Alley (South Side)



Site From 4th Street (East Side)



4th Street



Marin Street Facing West



Marin Street Facing East



## Comparable Photo Page

Client	City of Corning				
Property Address	TBD 4th St				
City	Corning	County	Tehama	State	CA Zip Code 96021
Owner	Rodgers, David A. and Eileen S.				



### Comparable 1

**1905 Solano St**  
 Prox. to Subject 0.51 miles W  
 Sale Price 49,000  
 Gross Living Area 1,508  
 Total Rooms 7  
 Total Bedrooms 3  
 Total Bathrooms 2  
 Location Neutral  
 View N;Pstrl;  
 Site 7,840  
 Quality Q4 Superior  
 Age 42



### Comparable 2

**550 Pine St**  
 Prox. to Subject 17.37 miles N  
 Sale Price 75,000  
 Gross Living Area 1,560  
 Total Rooms 7  
 Total Bedrooms 3  
 Total Bathrooms 2  
 Location Neutral  
 View N;Pstrl;  
 Site 5,663  
 Quality Q4  
 Age 40



### Comparable 3

**1042 Walnut St**  
 Prox. to Subject 17.42 miles N  
 Sale Price 59,000  
 Gross Living Area 1,816  
 Total Rooms 8  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location Neutral  
 View N;Pstrl;  
 Site 6,098  
 Quality Q4 Superior  
 Age 40

## Comparable Photo Page

Client	City of Corning						
Property Address	TBD 4th St						
City	Corning	County	Tehama	State	CA	Zip Code	96021
Owner	Rodgers, David A. and Eileen S.						



### Comparable 4

55 E Walker St  
Prox. to Subject 12.46 miles S  
Sale Price 140,000  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Superior  
View  
Site 20,800  
Quality  
Age

### Comparable 5

Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

### Comparable 6

Prox. to Subject  
Sale Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

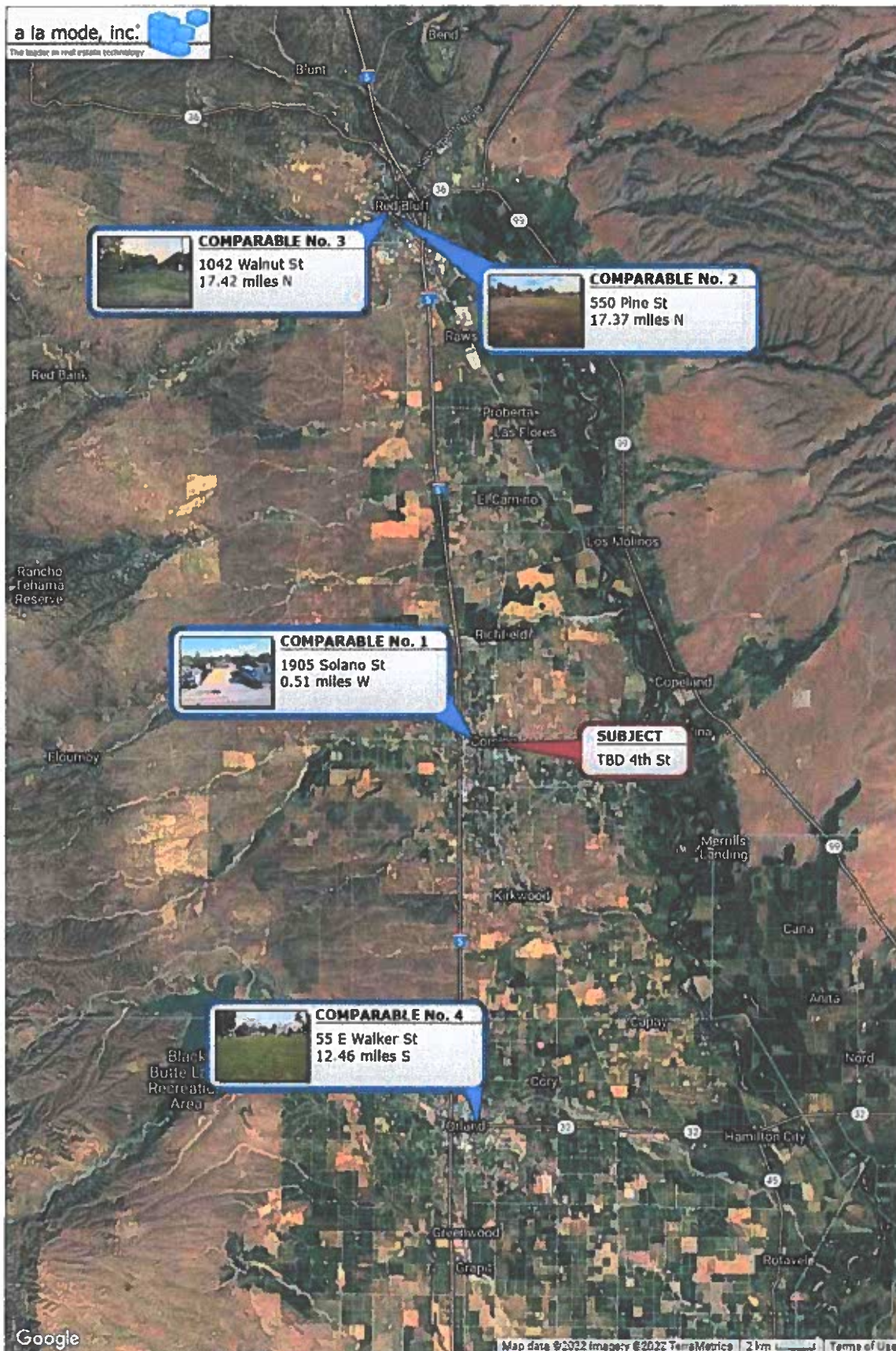
# Location Map

Client	City of Corning						
Property Address	TBD 4th St						
City	Corning	County	Tehama	State	CA	Zip Code	96021
Owner	Rodgers, David A. and Eileen S.						



# Location Map

Client	City of Corning						
Property Address	TBD 4th St						
City	Corning	County	Tehama	State	CA	Zip Code	96021
Owner	Rodgers, David A. and Eileen S.						



**ITEM NO.: J-16  
APPROVE ONE-YEAR BUILDING  
CONSULTANT CONTRACT TO  
PROVIDE THE CITY WITH BUILDING  
INSPECTION, BUILDING CODE  
ENFORCEMENT, AND PLAN REVIEW  
SERVICES**

**November 10, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER  
LISA M. LINNET, CITY CLERK *LM***

**SUMMARY:**

The City is currently recruiting for a Building Official, who in addition to other duties, reviews residential/commercial Building Plans, issues City Building Permits, performs residential/commercial Building Inspections and provides Code Enforcement services to the City. The current Building Inspector Consultant does not wish to extend his Contract. The City needs a Consultant to provide building consultant services until a permanent Building Official is hired. The City's Building Official is a one-person department. The City has no one qualified to provide backup coverage on behalf of the City should the Building Official become sick, injured, or take vacation. For this reason, an on-call Building Consultant is also needed.

Wyatt Paxton and his staff are providing building inspection, plan check, and code enforcement services for the cities of Orland and Willows. He has over twenty-four (24) years of experience, including five (5) years as Building Official Director for Trinity County and three years as a Construction and Code Instructor at Shasta College. He also has the ability to inspect and approve plans for commercial construction projects. Mr. Paxton is interested in providing services to the City on an interim and on-call basis.

**BACKGROUND:**

On November 23, 2021, the City Council approved a Building Consultant Services Contract with John Fleming, a part-time Building Inspector at the hourly rate of \$50/hr. to provide inspection services during the Building Official's absence. This Contract expires on January 10, 2023. Mr. Fleming has communicated that he does not want to extend the Contract.

**FINANCIAL:**

The proposed position would be on an "as needed" basis to cover during periods of recruitment, extended illness, vacations, etc. at an hourly rate of \$75 per hour. A mid-year budget adjustment will be proposed to move funds from salaries and benefits to professional services. It is not anticipated that an additional allocation from the general fund will be needed.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- **APPROVE THE ONE-YEAR CONTRACT WITH WYATT PAXTON FOR BUILDING CONSULTANT SERVICES AT A RATE OF \$75 PER HOUR.**

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE CITY OF CORNING  
AND JOHN FLEMING FOR BUILDING INSPECTOR CONSULTANT SERVICES**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of **November 2022**, is by and between the **City of Corning**, hereinafter referred to as "**CITY**" and **Wyatt Paxton**, an individual, hereinafter referred to as "**CONSULTANT**".

**I.  
RECITALS**

**WHEREAS**, **CITY** desires to temporarily use the professional services of a qualified Building Inspector to perform various duties and responsibilities for the City of Corning on a limited duration contract basis; and

**WHEREAS**, **CITY**, knowing that **CONSULTANT** is qualified and experienced and has specialized skills to perform certain building inspection services critically needed by the **CITY**, hereby contracts with **CONSULTANT**, and **CONSULTANT** is ready, willing, and able to perform such services for the **CITY** as its projects are presented to him on an independent contractor basis;

**WHEREAS**, **CONSULTANT** acknowledges and understands that this is a limited duration contract for services performed as an independent contractor and that **CONSULTANT** is not being appointed to a part-time or full-time position within the **CITY**.

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

**II.  
AGREEMENT FOR SERVICES**

**CONSULTANT** will provide to the **CITY** all necessary professional services to perform the duties and responsibilities of a building inspector on projects provided to **CONSULTANT** in the manner and method of their discretion and to do so to the satisfaction of the **CITY**, as set forth below. **CITY** shall not specify who shall perform the work. **CONSULTANT** shall ensure it is providing qualified and specialized skills to perform services which shall include, but not be limited to the following:

- Act as technical advisor to the City Manager and City Council on all building code inspection & enforcement matters.
- Review/approve plans submitted for building permits ensuring compliance with applicable electrical, mechanical, plumbing, zoning, accessibility and other specialty codes and regulations of the City, County, State and Federal Agencies.
- Perform building inspections of residential, commercial, mobile home installations and accessory buildings, and industrial buildings.
- Enforce compliance with Uniform Electrical, Plumbing, Mechanical and Building Codes, Ordinances, etc.
- Identify and ensure correction of deficiencies in construction work; prepare list of corrections; and issue notices of non-compliance as necessary.
- Conducts public works construction inspections directly related to the enforcement of Construction Codes, Plans and Specifications.
- Prosecutes cases for non-compliance and testifies in court as necessary.

**CONSULTANT** will not perform managerial or front counter attendance activities and **CITY** will not direct, control or supervise the daily work of **CONSULTANT** in regard to any projects he is working on but will expect the end product to be completed to **CITY's** satisfaction.

**CITY MANAGER will:**

- Assume responsibility for **CITY's** records related to projects provided to **CONSULTANT**.
- Be the contact person in **CITY** for **CONSULTANT** with regard to projects provided to **CONSULTANT**.
- Not request services that, in the opinion of the **City Manager** or **CONSULTANT** would impair **CONSULTANT's** independent contractor status.

**WORK DAYS AND HOURS:** **CONSULTANT** will work for **CITY** on days and hours of his choosing on an "on-call" basis as dictated by the need to accomplish the tasks provided to him and such work will be performed at various locations in City Hall, in **CONSULTANT's** private residence, place of business or at other locations of **CONSULTANT's** choosing; however, in no event shall **CONSULTANT** work more than 960 collective hours for all local agency work performed for the fiscal year. Should **CONSULTANT** need to meet with City Staff they shall schedule meetings in advance, and specifically indicate staff members they intend to meet with.

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

- **CONSULTANT** will provide the foregoing services at an **hourly rate of \$75.00** and will submit monthly invoices to the **CITY** which will be paid within thirty (30) days of submittal; and
- Reimbursement shall be made for all reasonable out-of-pocket expenses, such as long-distance phone charges and the cost of any stationary or other such materials provided by **CONSULTANT**. **CONSULTANT** shall provide **CITY** with documentation for these out-of-pocket expenses prior to reimbursement, through receipts, invoices, bills or otherwise. These out-of-pocket expenses are not considered compensation under this Contract; however, should such costs be deemed compensation under any applicable law, **CONSULTANT** will forego reimbursement of the same with this bullet point deemed struck from the contract as null and void.

**TERM:** This Agreement shall be on a temporary basis beginning **November 10, 2022** and ending on **November 10, 2023**, unless either party provides the other with earlier notice of termination. Either party may terminate the Agreement by providing the other party not less than thirty (30) calendar days written notice of termination. The termination shall become effective upon the 30<sup>th</sup> or later designated day following delivery of written notice thereof. **CONSULTANT** shall be compensated for all services performed to the effective date of termination.

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

**INDEMNITY PROVISIONS:** **CONSULTANT** agrees to indemnify, defend, and hold the **CITY** harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance

caused by or performed by **CONSULTANT**, its agents, subcontractors, and/or employees. The obligations of this provision do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the **CITY**, its agents and/or employees.

**COMMON LAW EMPLOYEE AND CalPERS PAYMENT:** If **CONSULTANT'S** employment is found to be in violation of the retirement law and regulations and is unlawful employment that results in mandatory reinstatement from retirement, retroactive to the date the unlawful employment occurring. **CONSULTANT** will be required to reimburse CalPERS the amount of retirement allowance received during the period of unlawful employment and the member contributions that would have been paid to CalPERS. Such obligation is not the responsibility of **CITY**. **CITY**, however, would be required to pay the employer contributions plus interest owed retroactive to the reinstatement date, but nothing more.

**ENTIRE AGREEMENT; MODIFICATION:** This Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into by **CITY** or **CONSULTANT** other than those contained herein. No modification, alterations, or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Any notices required to be given, pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

**City: Kristina Miller, City Manager**  
**City of Corning**  
**794 Third Street**  
**Corning, CA 96021**

**Consultant: Wyatt Paxton**  
**21235 Albatross Way**  
**Redding, CA 96003**

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

**CITY OF CORNING:**

**BUILDING INSPECTOR:**

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

\_\_\_\_\_  
**Wyatt Paxton, Consultant**

**APPROVED AS TO FORM AND CONTENT:**

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

**ATTEST:**

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