



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, JANUARY 24, 2023
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: 5:30 p.m.

B. ROLL CALL:

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

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

**Agency Negotiator: Greg Einhorn, Labor Relations Consultant
Bargaining Units: Management and Public Safety.**

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURUSANT TO SECTION 54956.9:

Name of Case: Kenneth Ahl v. City of Corning, Case No. 22C1211

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



**CORNING CITY COUNCIL
MEETING AGENDA
TUESDAY, JANUARY 24, 2023
CITY COUNCIL CHAMBERS IN PERSON
AT 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.

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THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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.

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

B. **ROLL CALL:**

Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli

Mayor: Robert Snow

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

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

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

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

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

1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
2. **Waive the reading and approve the Minutes of the January 10, 2023 City Council Closed Session and Regular Agenda meeting with any with any necessary corrections:**
3. **January 18, 2023 Claim Warrant in the amount of \$690,147.93.**
4. **January 18, 2023 Business License Report.**
5. **Authorize payment of invoice #24227 in the amount of \$18,019.94 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.**
6. **Authorize payment of invoice #24228 in the amount of \$16,300 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.**

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

I. **PUBLIC HEARINGS AND MEETINGS:**

7. **Adopt Resolution 01-24-2023-03 approving an amendment to the Standard Agreement for the 2020 Community Development Block Grant Program Coronavirus Response Round 2 and 3 (CDBG- CV2 and CV3**

J. **REGULAR AGENDA:**

8. **Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Dispatcher's Bargaining Unit.**

9. Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Management Bargaining Unit.
 10. Adopt Resolution 01-24-2023-01 accepting a portion of the California Citizen's Options for Public Safety (COPS) Grant Overage.
 11. Adopt Resolution 01-24-2023-02 accepting the \$100,000 2022/23 California Citizens Options for Public Safety Grant.
 12. Approve the Wastewater Treatment Plant Operations Contract 5-year term extension with Inframark.
 13. Approve Change Order #2 in the amount of \$64,591 for PSOMAS to complete Construction Management and Inspection Services for the Solano Street Improvement Project.
 14. Approve installation of two new Pickleball practice walls at the Northside Park Courts and authorize appropriation of \$1,200 from General Fund Reserves for this installation.
 15. Approve ratification of Local Emergency Proclamation pursuant to Corning Municipal Code Section 2.52.060 and Government Code Section 8630 following the recent severe storms.
- 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:
Valerio:
Hargens:
Lomeli:
Snow:
- N. ADJOURNMENT:**

POSTED: FRIDAY, JANUARY 20, 2023



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, JANUARY 10, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 2:15 p.m.

B. ROLL CALL:

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

All members of the City Council were present.

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: When the Council meeting opened at 6:30 p.m., Mayor Snow reported that direction was given to Staff.



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 10, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

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

All members of the City Council were present.

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

D. INVOCATION: Led by Councilor Hargens

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: .

- 1. Proclamation: January 2023 - National Stalking Awareness Month.** Present to accept the Proclamation was Maggie Michael from Empower Tehama.
- 2. Proclamation: January 2023 - Human Trafficking Prevention and Awareness Month.** Present to accept the Proclamation Maggie Michael from Empower Tehama.

Ms. Michael's stated that the Grand Opening for the Corning Office is tomorrow and announced that the office will be open Monday through Thursday. Ms. Michael's stated she will be retiring soon and introduced an employee that will be working at the Corning Office.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

- **Fire Chief Tom Tomlinson:** Introduced the new Volunteer Fire Department Officers; they are:
First Assistant Fire Chief: Daymon Schlereth;
Second Assistant Fire Chief: Jeff Nelson;
Captain: Jared Smith;
1st Captain: Billy Wooten; and
2nd Captain: Parker Johnson.
- **City Manager Kristina Miller:** Announced that the City will no longer be providing the Zoom option for public meetings as we do not have a strong internet connection.
- **Brooke Smith:** Stated how much she likes and appreciates the new signs on Solano St.

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.

3. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
4. **Waive the reading and approve the Minutes of the following meetings with any necessary corrections:**
 - a. **December 6, 2022 Special City Council Meeting;**
 - b. **December 13, 2022 City Council Closed Session;**
 - c. **December 13, 2022 City Council Special Study Session; and**
 - d. **December 13, 2022 City Council Regular meetings with any necessary corrections.**
5. **January 4, 2023 Claim Warrant in the amount of \$601,230.91.**
6. **January 4, 2023 Business License Report.**
7. **December 2022 Wages & Salaries: \$552,254.09.**
8. **December 2022 Treasurer's Report.**
9. **December 2022 Building Permit Valuation Report in the amount of \$992,491.**
10. **December 2022 City of Corning Wastewater Operations Summary Report.**
11. **Authorize payment of invoice #24061 in the amount of \$20,287.01 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.**
12. **Authorize payment of invoice #24062 in the amount of \$22,575.91 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.**

Councilor Valerio moved to approve Consent Items 3-12; Councilor Hargens seconded the motion. **Ayes:** Snow, Demo, Valerio, Hargens, and Lomeli. **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:

13. **Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Miscellaneous Bargaining Unit.**

Presented by City Manager Kristina Miller.

Councilor Demo moved to ratify the Memorandum of Understanding between the City of Corning and the Miscellaneous Bargaining Unit for the period of January 1, 2023 through December 31, 2025. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

14. Authorize payment of Supplemental Invoice #3 to Walberg Inc. in the amount of \$307,432.10 for the Solano Street Improvement Project.

Public Works Consultant/City Engineer Robin Kampmann presented this item and stated that she anticipates one more payment.

Councilor Hargens moved to approve payment of Supplemental Invoice #3 in the amount of \$307,432.10 to Walberg Inc. for the Solano Street Improvement Project from the funding listed. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

15. Approve Plans and Specifications and authorize Staff to solicit Bids for the Jennings Heights Subdivision Road Maintenance & Rehabilitation Project.

Presented by Public Works Consultant/City Engineer Robin Kampmann and stated that if approved it will be listed tomorrow. It was confirmed that Del Norte Avenue was included.

Mayor Snow moved to approve the Plans and Specifications and authorize Staff to solicit Bids for the Jennings Heights Subdivision Road Maintenance and Rehabilitation Project. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

16. Award purchase of new 2022 Ford F-350 4x2 Pickup Truck to Corning Ford in the amount of \$56,397.56.

Public Works Consultant/City Engineer Robin Kampmann presented this item stating that only one Bid was received from Corning Ford. She stated that this is for the mechanics truck which in turn will replace the Building Official's Truck. The current Building Official's Truck will be used by Public Works and Planning.

Councilor Demo moved to award the purchase and authorize Public Works to order a new 2022 Ford F-350 4x2 Pickup Truck from Corning Ford in the amount of \$56,397.56; and authorize payment upon delivery of the new truck to Corning Ford from the Vehicle Replacement Funds 078-9500-3000, 381-9500-5500, and 383-9500-7100. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

17. Confirm the Termination of the Temporary Emergency Water Usage Policy and Program for Unincorporated Tehama County Residents without Water

Presented by City Manager Kristina Miller who stated that the County will be handling our dry well people from now on. We will be canceling our contract with the County. She stated that all users have been informed of the new program. She confirmed that we currently have three (3) residents, and one (1) business receiving water from the City; they are currently working with the County. Ms. Miller recommended to cancel the Contract as of January 13th.

Councilor Hargens asked if all of these people will be working with the County by the 13th; Ms. Miler stated that the City cannot force them to work with the County. Mayor Snow and Councilor Demo asked if the County Program is up and running; they were informed that all of these people had been contacted by the County.

Councilor Demo moved to confirm termination of the temporary Emergency Water Usage Policy and Program for unincorporated Tehama County Residents with water. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None

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

Demo: Stated he hopes everyone had a good New Years and hopes for a good 2023.

Lomeli: Nothing.

Hargens: Reported on her attendance at the Tehama County Solid Waste Management Agency Meeting.

Valerio: Reminded everyone that the Chamber of Commerce Dinner is January 28th.

Snow: Reported on the Corning Volunteer Fire Departments Christmas Basket & Toy Program, they delivered 73 Food Baskets. He also stated that he appreciates the work that Community Service Officer Sarah Herrera is doing.

N. ADJOURNMENT: 7:08 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Lori Sims
Accounting Technician

DATE: January 18, 2023

SUBJECT: Cash Disbursement Detail Report for the
Tuesday January 24, 2023, Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A. Cash Disbursements	Ending 01-18-23	\$ 607,900.33
B. Payroll Disbursements	Ending 01-12-23	\$ 82,247.60
GRAND TOTAL		<u>\$ 690,147.93</u>

REPORT.: Jan 18 23 Wednesday
 RUN...: Jan 18 23 Time: 14:43
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 01-23 thru 01-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034047	01/18/23	KIN14	KINETICS ACADEMY OF DANCE	-517.50	221127u	Ck# 034047 Reversed
034232	01/10/23	ARA02	ARAMARK UNIFORM SERVICES	88.05	066190772	Mat/Supplies-Bldg Main
034233	01/10/23	CAM02	FERGUSON ENTERPRISES INC.	341.03	1746979-3	Mat & Supplies-Wtr
034234	01/10/23	CHI06	CHICO POWER EQUIPMENT	63.87	388277	Mat/Supplies-Parks
034235	01/10/23	COP02	COPY CENTER	190.81	21437	Office Supplies-Finance
034236	01/10/23	CYR00	CYRACOM, LLC	25.00	023004754	Communications-Dispatch
034237	01/10/23	DM001	DM-TECH	119.90	20230101	COmmunications-General City
034238	01/10/23	EIN00	EINHORN, GREGORY PAUL	4425.00	12327	EE Relations-Lgl Svcs
034239	01/10/23	GRA02	GRAINGER, W.W., INC	68.27	555850784	Material/Supplies-Parks
				107.51	564162395	Mat/Supplies-Mech Maint.
			Check Total.....	175.78		
034240	01/10/23	HEW01	HEWITT, MATTHEW	15.00	01062023	Training/Education-Police
034241	01/10/23	INF00	INFRAMARK, LLC	88382.72	87928	Prof Svcs-WWTP
034242	01/10/23	KOE01	KOEFRAN	250.00	526174	Prof Svcs./Animal Control
034243	01/10/23	LAU01	LAUREL AG & WATER	19.03	020758	Material/Supplies-
034244	01/10/23	NAP01	NAPA AUTO PARTS	532.07	230104	Material/Supplies-
034245	01/10/23	NOR15	NORTHERN CALIFORNIA GLOVE	217.03	01554970	Material/Supplies-
034246	01/10/23	PAC29	PACE ANALYTICAL SERVICES,	78.80	230002628	Prof Svcs-Wtr Dept
				236.68	230014628	Prof Svcs-Wtr Dept
			Check Total.....	315.48		
034247	01/10/23	PAT02	PATTERSON ELECTRIC, INC.	408.20	6393	Machine Equip-Swr
034248	01/10/23	PGE01	PG&E	1791.68	230110	Electricity General City-
034249	01/10/23	PGE04	PG&E	471.18	230106	Trans Facility
034250	01/10/23	RDO00	RDO EQUIPMENT CO.	130.81	P9261576	Material/Supplies-
034251	01/10/23	RED21	RED HAT FIRE PROTECTION	607.00	RH3882	Small Tools-Police
034252	01/10/23	SEI01	SEILER, ROY R., CPA	3510.00	30538	Prof Svcs- Finance
034253	01/10/23	TEH11	TEHAMA CO TAX COLLECTOR	205.59	230106	Property Taxes-General City
034254	01/10/23	VAL11	VALLEY PACIFIC PETROLEUM	938.00	22-577590	Mat/Supplies-Str
				1332.62	22-577591	Vehicle Op/Maint-Police
				506.77	22-577592	Vehicle Op/Maint-Fire
			Check Total.....	2777.39		
034255	01/10/23	AIR00	AIRGAS USA, LLC	58.28	999413143	Mat & Supplies-Fire
034256	01/10/23	CEN14	CENTER FOR EVALUATION & R	11685.00	202013	Data Coll/Eval-Prop 47 Cycle 2
034257	01/10/23	FIR16	FIRST NATIONAL BANK OMAHA	334.55	221228	Material/Supplies-Rec
034258	01/10/23	HER07	HERRERA, SARAH	383.50	01092023	Training/Education-Animal Control
034259	01/10/23	HOL04	HOLIDAY MARKET #32	182.15	023351500	Mat/Supplies-City Council
034260	01/10/23	PAX00	Paxton, Wyatt	5117.50	620	Prof Svcs-Bldg & Safety
034261	01/10/23	PGE05	PG&E	3516.14	230110	Elect/Gas-Fire
034262	01/10/23	WAL02	WALKER PRINTING	129.77	42519	Material/Supplies-Police
034263	01/11/23	ATT17	AT&T	80.25	230110	Communications-Fire
034264	01/11/23	BIG02	BIG VALLEY SANITATION, IN	359.00	111703	Cleaning Contact-Str
				125.00	111719	Bld Maint-Senior Center
				254.50	112165	Cleaning Contr- Str
				125.00	112547	Bld Maint-Senior Center
				.24	FC8955	Cleaning Contract-Str
			Check Total.....	863.74		
034265	01/11/23	CAR12	CARREL'S OFFICE SOLUTIONS	17.76	AR50949	Mat/Supplies-Library
034266	01/11/23	CRE03	CREATIVE PRODUCT SOURCE,	560.26	CPI097816	Training/Education-Fire
034267	01/11/23	GRA02	GRAINGER, W.W., INC	38.18	567152484	Bldg Maint-Mech Maint
034268	01/11/23	LAU01	LAUREL AG & WATER	19.03	LPI020758	Material/Supplies-Wtr
034269	01/11/23	LNC01	LN CURTIS & SONS	9183.53	INV662156	Equip Rep-Fire Cap Replace

REPORT.: Jan 18 23 Wednesday
 RUN...: Jan 18 23 Time: 14:43
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 01-23 thru 01-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034269	01/11/23	LNC01	LN CURTIS & SONS	821.01	INV663814	Safety Items-Fire
			Check Total.....	10004.54		
034270	01/11/23	PGE04	PG&E	468.03	230110	Transp Facility
034271	01/11/23	PGE2B	PG&E	382.46	230110	Solar-WWTP
034272	01/11/23	WAL11	WALBERG INC.	307432.10	#4	Solano Str Project
034273	01/11/23	BRA03	BRASIER, DELOS V.	2500.00	230111	MOU one time pay out- PW
034274	01/11/23	DEM03	DEMO, VERNON C.	2500.00	230111	MOU one time pay out-PW
034275	01/11/23	DUN00	DUNCAN, TRISHA MARIE	2500.00	230111	MOU one time payment-Dispatch
034276	01/11/23	FOU01	FOUNTAIN, PARIS LEIGH	2500.00	230111	MOU one time pay out-Dispatch
034277	01/11/23	GRO00	GROOTVELD, TROY DARREN	2500.00	230111	MOU one time pay out-PW
034278	01/11/23	GUT02	GUTIERREZ, GABRIELLA FRAN	2500.00	230111	MOU one time pay out-Dispatch
034279	01/11/23	HER07	HERRERA, SARAH ELIZABETH	2500.00	230111	MOU one time pay out-ACO
034280	01/11/23	HIL19	HILL, MICHAEL E.	2500.00	230111	MOU one time pay out-PW
034281	01/11/23	HUD01	HUDSON, LACEY RACHELLE	2500.00	230111	MOU one time pay out-Dispatch
034282	01/11/23	JOH10	JOHNSON, PARKER PAYNE	2500.00	230111	MOU one time pay out-Fire Dispatch
034283	01/11/23	KNI01	KNIGHT, ASHLEY DEANNA	2669.48	230111	MOU one time pay out-Dipatch
034284	01/11/23	MCM01	MCMILLAN, TIFFANY ROSE	2500.00	230111	MOU One time pay out-PW
034285	01/11/23	MEE01	MEEDES, CHRISTINA MARIE	2500.00	230111	MOU one time pay out-
034286	01/11/23	MOS03	MOSHER, JEREMY STEVEN	2500.00	230111	MOU One time pay out-PW
034287	01/11/23	MUR00	MURA, TROY ROBERT	2500.00	230111	MOU one time pay out-Fire Dispatch
034288	01/11/23	ORD00	ORDAZ, REINA RUBI	2500.00	230111	MOU one time pay out-Finance
034289	01/11/23	PEN01	PENDERGRAFT, JAMES CURTIS	2500.00	230111	MOU one time pay out-PW
034290	01/11/23	PET04	PETERSON, RALAND LANE	2500.00	230111	MOU one time pay out-Fire Dispatch
034291	01/11/23	RIO00	RIOS, DOMINGO HENRY	2500.00	230111	MOU one time pay out-PW
034292	01/11/23	SCH05	SCHLERETH, DAYMON	2500.00	230111	MOU one time payment-Fire Dispatch
034293	01/11/23	SIM03	SIMS, LORI A.	2500.00	230111	MOU one time payment-Finance
034294	01/11/23	SMI00	SMITH, JENNIFER DIANE	2500.00	230111	MOU one time payment-Police
034295	01/11/23	SPE00	SPENCER, WAYNE JOHN	2500.00	230111	MOU one time payment-PW
034296	01/11/23	WHI06	WHITE, BRETT CLAYTON	2500.00	230111	MOU one time payment-PW
034297	01/17/23	BRA03	BRASIER, DELOS V.	250.00	221230	SAFETY ITEMS-PW ADMIN
034298	01/17/23	DEM03	DEMO, VERNON C.	250.00	221230	SAFETY ITEMS-PW ADMIN
034299	01/17/23	GAB00	GABBARD, BRYAN	142.50	230114	REC INSTRUCTOR-REC
034300	01/17/23	GRO00	GROOTVELD, TROY DARREN	250.00	221230	SAFETY ITEMS-PW ADMIN
034301	01/17/23	HER07	HERRERA, SARAH ELIZABETH	250.00	221230	UNIFORMS/CLOTH-POLICE
034302	01/17/23	HIL19	HILL, MICHAEL E.	250.00	221230	SAFETY ITEMS-PW ADMIN
034303	01/17/23	MOS03	MOSHER, JEREMY STEVEN	250.00	221230	SAFETY ITEMS-PW ADMIN
034304	01/17/23	NOR03	NCCSIF	41694.00	2626	WORKMENS COMP-GEN CITY
034305	01/17/23	PEN01	PENDERGRAFT, JAMES CURTIS	250.00	221230	SAFETY ITEMS-PW ADMIN
034306	01/17/23	RIO00	RIOS, DOMINGO HENRY	250.00	221230	SAFETY ITEMS-PW ADMIN
034307	01/17/23	SPE00	SPENCER, WAYNE JOHN	250.00	221230	SAFETY ITEMS-PW ADMIN
034308	01/17/23	WHI06	WHITE, BRETT CLAYTON	250.00	221230	SAFETY ITEMS-PW ADMIN
034309	01/17/23	COR09	CORNING CHAMBER OF COMM.	210.00	230117	CONF/MTGS-
034310	01/17/23	COR09	CORNING CHAMBER OF COMM.	4000.00	230128	CORNING CHAMBER OF COMMERCE
034311	01/17/23	DUT00	DUTCH BOY GRAPHICS	1512.81	330117	MAT & SUPPLIES-REC
034312	01/18/23	ATT13	AT&T	780.47	230111	Communications-Dispatch
034313	01/18/23	COR11	CORNING SAFE & LOCK	96.98 65.00	9288 9289	Material/Supplies-Water Bldg Maint-Fire

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034313	01/18/23	COR11	CORNING SAFE & LOCK	83.89 8.62	9290 9297	Material/Supplies-Airport Mat/Supplies-Bldg Maint
Check Total.....				254.49		
034314	01/18/23	DEP12	DEPT OF JUSTICE	128.00	626596	Professional Services/Police
034315	01/18/23	EVE07	EVERGREEN JANITORIAL SUPP	123.10	60828	Mat & Supplies-Parks
034316	01/18/23	EXP02	EXPRESS EMPLOYMENT PROFES	1174.68	28515956	Temp Help-Finance
034317	01/18/23	KIN14	KINETICS ACADEMY OF DANCE	517.50	221127A	Rec Instructor-Rec
034318	01/18/23	LNC01	LN CURTIS & SONS	102.58	INV666292	Safety Items-Fire
034319	01/18/23	NOR47	NORTHSTAR	6430.25 8662.50	80081 80083	2020 Street Proj-Str Proj Prof Svcs-PW Admin
Check Total.....				15092.75		
034320	01/18/23	PAC29	PACE ANALYTICAL SERVICES,	189.16 184.11 184.11	2300325 2300329 2300330	Prof Svcs-Wtr Dept Prof Svcs-Wtr Dept Prof Svcs-Wtr Dept
Check Total.....				557.38		
034321	01/18/23	PAY01	PAYGOV.US LLC	2604.16	1118	Covid 19-Finance
034322	01/18/23	PGE09	PG&E	215.13	230113	Elect-Stonefox L&L - Z1,D2
034323	01/18/23	PGE2A	PG&E	208.27 46.95	230112 230113	Elect/Gas- Elect- Blue Heron Ct
Check Total.....				255.22		
034324	01/18/23	QUI02	QUILL CORPORATION	491.22 89.86 26.48 618.65	29858292 29976944 30002466 30110963	Office Supplies-Fire Office Supplies- Office Supplies-PW Admin Office Supplies-Finance
Check Total.....				1226.21		
034325	01/18/23	SCH01	LES SCHWAB TIRE CENTER	1668.91 1195.37 146.55	100455530 100455757 100455790	Veh Opr/Maint-Police Veh Op/Maint-Water Veh Opr/Maint-Maint
Check Total.....				3010.83		
034326	01/18/23	SUN16	SUNBEAM SOLAR OPERATIONS	5692.80	100187978	Elect-
034327	01/18/23	TAN00	T AND S DVBE, INC.	740.24	23-31	Mat & Supplies-Str
034328	01/18/23	TEH13	TEHAMA CO AUDITOR	212.50	221231	Parking Citations to County-Police
034329	01/18/23	TEH38	TEHAMA COUNTY ANIMAL SERV	13647.45	230110	Prof Svcs-ACO
034330	01/18/23	TPX00	TPX COMMUNICATIONS	1121.18	165448874	Communications-
034331	01/18/23	TRI02	TRI-COUNTY NEWSPAPERS	125.38	00286242	Print/Advert-City Clerk
034332	01/18/23	VAL11	VALLEY PACIFIC PETROLEUM	1709.97 1325.85 220.55	23-586707 23-586708 23-586709	Mat/Supplies-St Swr Wtr Veh Op/Maint- Veh Op/Maint-Fire
Check Total.....				3256.37		
034333	01/18/23	VER02	VERIZON WIRELESS	228.06	924272730	Prop 30-MDC
034334	01/18/23	WAL02	WALKER PRINTING	269.20	42542	Material/Supplies-Police
Cash Account Total.....				607382.83		
Total Disbursements.....				607382.83		
Cash Account Total.....				.00		

REPORT.: Jan 18 23 Wednesday
 RUN....: Jan 18 23 Time: 14:43
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 01-23 thru 01-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13583	01/05/23	OEU01	OPERATING ENGINEERS #3	804.00	1052023	MEDICAL INSURANCE
13600	01/12/23	BAN03	POLICE OFFICER ASSOC.	275.00	C30111	POLICE OFFICER ASSOC
13601	01/12/23	CAL37	CALIFORNIA STATE DISBURSE	138.46	C30111	WITHHOLDING ORDER
13602	01/12/23	DEP21	US DEPARTMENT OF THE TREA	336.79	C30111	WageAssign#WG2283922
13603	01/12/23	EDD01	EMPLOYMENT DEVELOPMENT	5604.12 1763.10	C30111 1C30111	STATE INCOME TAX SDI
Check Total.....				7367.22		
13604	01/12/23	FED00	FEDERAL PAYROLL TAXES (EF	16046.37 19730.92 4614.44	C30111 1C30111 2C30111	FEDERAL INCOME TAX FICA MEDICARE
Check Total.....				40391.73		
13605	01/12/23	MIS03	MISSIONSQUARE - PLAN#3020	2344.50 215.00	C30111 1C30111	ICMA DEF. COMP ICMA DEF. COMP ER PD
Check Total.....				2559.50		
13606	01/12/23	PERS1	PUBLIC EMPLOYEES RETIRE	24847.06	C30111	PERS PAYROLL REMITTANCE
13607	01/12/23	PERS4	Cal Pers 457 Def. Comp	2089.41 362.50	C30111 1C30111	PERS DEF. COMP. PERS DEF. COMP. ER P
Check Total.....				2451.91		
13608	01/12/23	STA04	STATE OF CALIFORNIA	459.08	C30111	WAGEASN CS#571350142
13609	01/12/23	TEH16	TEHAMA COUNTY SHERIFF'S O	66.03	C30111	WageOrder F#20000149
13610	01/12/23	VAL06	VALIC	2348.32 202.50	C30111 1C30111	AIG VALIC P TAX AIG VALIC P TAX ER P
Check Total.....				2550.82		
Cash Account Total.....				82247.60		
Total Disbursements.....				82247.60		

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Item No.: G-4

Date.: Jan 18, 2023
Time.: 3:22 pm
Run by: RUBI ORDAZ

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTEMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ALIFORNIA FIRE SYST	11965 HERITAGE OAK PLACE	AUBURN, CA 95603	FIRE SPRINKLER CONTRACTOR	01/17/23
ARNICERIA MARTINEZ	1311 SOLANO ST	CORNING, CA 96021	MEAT STORE/GENERAL MERCHANDISE	01/17/23
ELIZ NUTRICION	1920 SOLANO ST STE A	CORNING, CA 96021	HERBALIFE PRODUCTS	01/17/23
OLDEN STATE CONST&F	1240 N 9TH ST STE 3	MODESTO, CA 95350	GENERAL CONSTRUCTION	01/12/23
A MICHOACANA	1905 SOLANO ST	CORNING, CA 96021	FOOD TRUCK	01/17/23
USI RIOS	318 FOURTH ST	CORNING, CA 96021	SELLING USED ITEMS ONLINE	01/17/23
ILVA'S DETAILING	1408 SOUTH ST	CORNING, CA 96021	MOBILE CAR DETAILING SERVICES	01/13/23

ITEM NO.: *G-5*
AUTHORIZE PAYMENT OF INVOICE
#24227 IN THE AMOUNT OF \$18,019.94
TO R.E.Y. ENGINEERS FOR THE WEST
STREET SCHOOL ATP CONNECTIVITY
PROJECT ENGINEERING AND
ENVIRONMENTAL SERVICES

January 24, 2023

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

SUMMARY:

Staff requests Council authorize payment of invoice #24227 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$18,019.94. This will be the seventeenth payment for this contract.

A summary of work completed between December 1st to December 31st is attached to the invoice.

BACKGROUND:

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

FUNDING:

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

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #24227 IN THE AMOUNT OF \$18,019.94 TO R.E.Y. ENGINEERS FOR THE WEST STREET SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES



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

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

City of Corning
794 Third Street
Corning, CA 96021

Invoice number 24227
Date 01/18/2023

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

Professional services through December 31, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	145,000.00	85.00	123,250.00	108,980.06	14,269.94
3 Right of Way	15,000.00	75.00	11,250.00	7,500.00	3,750.00
4 Utility A Letters	0.00	100.00	884.42	884.42	0.00
Total	190,000.00	86.64	165,384.42	147,364.48	18,019.94

Invoice total 18,019.94

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24227	01/18/2023	18,019.94	18,019.94				
	Total	18,019.94	18,019.94	0.00	0.00	0.00	0.00



January 18, 2023

City of Corning
794 Third Street
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

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

Work Performed This Period:

- Project Approval and Environmental Document
 - Complete
- Project Management
 - Status Report
 - Bi weekly check in calls
- Environmental Services
 - No work this month
- Topographic data collection
 - No work this month
- Preliminary Design
 - No work this month
- PS&E
 - Internal review 90% plans, specifications
- Right of Way
 - Check in correspondence with ATT regarding adjustment to grade
- Additional Tasks
 - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Final Design
 - 90% PS&E Submittal
 - Utility Agreement w ATT to adjust MH to grade

Issues / Concerns:

- No issues or concerns this month

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	100%	\$30,000.00
2 Plans, Specifications and Estimates	\$145,000.00	85%	\$123,250.00
3 Right of Way	\$15,000.00	75%	\$11,250.00
Additional Tasks			
4 Utility A Letters		100%	\$884.42
Total	\$190,000.00	87.04%	\$165,384.12

Submitted By,

Aaron Brusatori, PE

ITEM NO.: G-6
AUTHORIZE PAYMENT OF INVOICE
#24228 IN THE AMOUNT OF \$16,300.00
TO R.E.Y. ENGINEERS FOR THE OLIVE
VIEW SCHOOL ATP CONNECTIVITY
PROJECT ENGINEERING AND
ENVIRONMENTAL SERVICES

January 24, 2023

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

SUMMARY:

Staff requests Council authorize payment of invoice #24228 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$16,300.00. This will be the seventeenth payment for this contract.

A summary of work completed between December 1st to December 31st is attached to the invoice.

BACKGROUND:

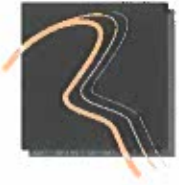
On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the Olive View School Connectivity Project to R.E.Y. Engineers in the amount of \$175,000.00.

FUNDING:

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

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #24228 IN THE AMOUNT OF \$16,300.00 TO R.E.Y. ENGINEERS FOR THE OLIVE VIEW SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES.



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

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

City of Corning
794 Third Street
Corning, CA 96021

Invoice number 24228
Date 01/18/2023

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

Professional services through December 31, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	133,000.00	85.00	113,050.00	99,750.00	13,300.00
3 Right of Way	12,000.00	75.00	9,000.00	6,000.00	3,000.00
4 Utility A Letters	0.00	100.00	643.82	643.82	0.00
Total	175,000.00	86.93	152,693.82	136,393.82	16,300.00

Invoice total 16,300.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24228	01/18/2023	16,300.00	16,300.00				
	Total	16,300.00	16,300.00	0.00	0.00	0.00	0.00



January 18, 2023

City of Corning
 794 Third Street
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

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

Work Performed This Period:

- Preliminary Engineering
 - Project Management
 - Status Report
 - Bi weekly check in call(s)
 - Environmental Services
 - No work this month
 - Topo / Boundary
 - No work this month
 - Additional topo extraction
 - Preliminary Design
 - No work this month
 - PS&E
 - Internal Review 90% Plan revisions
 - Right of Way
 - Utility Coordination
- Additional Tasks
 - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Submittal of 90% Documents

Issues / Concerns:

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	100%	\$30,000.00
2 Plans, Specifications and Estimates	\$133,000.00	85%	\$113,050.00
3 Right of Way	\$12,000.00	75%	\$9,000.00
Additional Tasks			
4 Utility A Letters		100%	\$643.82
Total	\$175,000.00	87.25%	\$152,693.82

Submitted By,

Aaron Brusatori, PE

ITEM NO.: I- 7
PUBLIC HEARING: ADOPT
RESOLUTION 01-24-2023-03
APPROVING AMENDMENT TO THE
STANDARD AGREEMENT FOR THE
2020 COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM (CDBG)
CORONAVIRUS RESPONDED ROUND
2 AND 3 (CDBG CV2 & CV3)

January 24, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER *KM*
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER *LML*

SUMMARY:

As of October 17, 2022, \$186,693.16 remains within the funding allocated for utility payment assistance. Should we not spend the funds, the funding will return to the State. At the October 17th City Council Meeting, the City Council by unanimous vote chose to allocate funds as follows:

1. Expansion of the Utility Payment Assistance Program to assist people with up to \$2,000 in funds; and
2. Provide Rental/Mortgage Assistance for up to three months up to \$6,000 for those impacted by the COVID-19 pandemic.

Resolution 01-24-2023-03 is required by the California State Department of Housing and Community Development (HCD) to illustrate official City approval of the amendment clarifying the qualifying expenditures of allocated funding.

BACKGROUND:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funds. Additional funding has been made available to the Department and will be allocated to the Cities and Counties. The NOFA was released in late December. The State has received a total \$113,263,490 in CV2, and \$18,031,478 in CV3 funding. The City of Corning was allocated \$281,839. A maximum of two (2) additional activities was allowed. Each activity must expend all funds within 24 months of the contract execution.

As of October 17, 2022, \$186,693.16 remained within the funding allocated for utility payment assistance. Should we not spend the funds, the funding will return to the State. From the four allowable options listed below, the City Council by unanimous vote chose to allocate funds to options 1 and 2.

1. The utility payment assistance program could be expanded to assist people with up to \$2,000.00 in funds. The previous limit was \$600.00; and
2. Rental/Mortgage assistance for up to three months up to \$6,000.00; or
3. Additional funding to support the Tehama County Navigation Center; or
4. Business Assistance.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows:

1. Benefit to low-income households or persons (also called Low/Mod Benefit);

2. Slum and blight (addressing physical problems in specific neighborhoods); or
3. Meeting urgent community development need (a need resulting from a State or Federal declared disaster or posing unforeseen risks to health and safety).

In addition, eligible activities must be used directly to prevent, prepare for, or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts.
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety as related to COVID-19.
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation.
- Economic Development to support needs of local businesses to retain and bring back jobs impacted by COVID-19.

All activities are required to meet a National Objective as outlined under Section IV. of the attached NOFA.

For the CDBG-CV NOFA, the following activities are permitted:

A. Community Development:

1. Public Services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness, and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services.
2. Public Facility and Infrastructure Improvements with a documented COVID-19 nexus.
3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts.
4. Housing Assistance:
 - a. Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations, or individuals including households experiencing homelessness.

B. Economic Development:

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees.
2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE:

SUBMISSION OF AMENDMENT TO THE 2020 CDBG PROGRAM CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 AND CV3) NOFA DATED DECEMBER 18, 2020 ALLOWING THE CITY'S COVID-19 SUBSISTANCE PAYMENT RELIEF PROGRAM TO PROVIDE 40 QUALIFYING HOUSEHOLDS WITH \$2,000 IN UTILITY ASSISTANCE AND UP TO 3 MONTHS' RENTAL/MORTGAGE ASSISTANCE NOT TO EXCEED \$6,000.

RESOLUTION NO.: 01-24-2023-03

A RESOLUTION APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of Corning as follows:

SECTION 1:

The City Council has reviewed and hereby approved the submission to the State of California ("State") of one or more amendments to its existing CDBG-CV2 and CV3 Standard Agreement with the State numbered 20-CDBG-CV2-3-00091, (the Standard Agreement") pursuant to the State's December 2020 CDBG-CV2 and CV3 Notice of Finding Availability (NOFA). The reviewed and approved amendment(s) are presented in Section 2 of this Resolution.

SECTION 2:

The following amendments to the Standard Agreement have been reviewed and approved by the City Council with acknowledgement that all provisions of the Standard Agreement other than those shown in the tables below shall remain unmodified.

Existing Section Reference (if applicable):	
Existing Provision: The City of Corning COVID-19 Subsistence Payment Relief Program will aid the targeted population in financial recovery as a result of the COVID-19 Pandemic by providing approximately 230 individuals with on average \$600 of utility payment assistance relief. The Program will aid in the response of the Pandemic by preventing homelessness allowing residents to safely reside in their homes.	
Matrix code: 05Q	National Objective: LMC
Amended Provision: The City of Corning COVID-19 Subsistence Payment Relief Program will aid the targeted population in financial recovery as a result of the COVID-19 Pandemic by providing approximately 40 households with \$2,000 in utility assistance and up to three months' rental/mortgage assistance not to exceed \$6,000. The Program will aid in the response of the Pandemic by preventing homelessness allowing residents to safety reside in their homes.	
Matrix code: 05Q	National Objective: LMC

SECTION 3:

The City of Coring acknowledges compliance with all State and Federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Section 2 above.

SECTION 4:

The City of Corning hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and/or amendments and act on the City's behalf in all matters pertaining to all such applications and/or amendments.

SECTION 5:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 6:

If an amendment to the Standard Agreement is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corning held on January 24, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Snow, Mayor

ATTEST:

STATE OF CALIFORNIA
City of Corning

I, Lisa M. Linnet, City of the City of Corning, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a Resolution adopted by said City Council on this 24th day of January 2023.

Lisa M. Linnet, City Clerk
City of Corning, State of California

By: _____
Lisa M. Linnet, City Clerk

**NOTICE OF PUBLIC HEARING FOR
STATE ADMINISTERED CDBG/CV2 & 3 APPLICATION**

NOTICE IS HEREBY GIVEN that the Corning City Council will hold a Public Hearing on Tuesday, January 24, 2023 at 6:30 p.m. or as soon thereafter as the business of the Council will allow, in the Corning City Council Chambers, 794 Third Street, Corning, California, to discuss possible applications for funding under the State administered Community Development Block Grant (CDBG) Program Coronavirus, Aid, Relief, Economic Security (CARES) Act (CV 2 & 3).

Funding for the State administered CDBG-CV2 & 3 Program was published in a Notice of Funding Availability (NOFA) on December 18, 2020. Eligible cities and counties may submit applications for funding according to the NOFA.

Eligible activities under the CDBG-CV 2 & 3 Program include Housing Assistance, Public Facility and Infrastructure Improvement Projects; Public Services; Economic Development Business Assistance and Microenterprise Activities. Each of these activities must demonstrate a COVID-19 nexus.

Eligible activities under the CDBG-CV 2 & 3 Program must meet one of two national objectives listed in federal statutes for the funding: Benefit to low-moderate income households, or urgent need.

The City of Corning anticipates submitting one application under the CDBG/CDBG-CV2 and 3 NOFA published.


If you require special accommodations to participate in the Public Hearing, please contact the Clerk's office at least 48 hours in advance of the meeting by calling 530-824-7033, TTY English 1-800-735-2929 or Spanish 1-800-855-3000.

If you are unable to attend the public hearing, you may direct your written comments to the City Clerk's Office, 794 Third Street, Corning, CA 96021, or you may telephone Lisa Linnet at 530-824-7033. In addition, information is available for review at the above address between the hours of 8-12 and 1-4, Monday through Friday.

The City of Corning promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

By: Lisa Linnet
City Clerk, City of Corning
Dated: January 11, 2022

ITEM NO. J-8
RATIFY MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY AND THE CITY OF CORNING
DISPATCHER'S BARGAINING UNIT
January 24, 2023

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

SUMMARY:

The City of Corning has reached agreement with the employees of the City of Corning Dispatcher's Bargaining Unit as reflected in the attached complete Agreement, known under California Law as a "Memorandum of Understanding" (MOU). **The proposed MOU is for a three-year term beginning on January 1, 2023 and will expire on December 31, 2025.**

MEMORANDUM OF UNDERSTANDING (MOU):

Below are the key elements of the proposed new MOU Agreement:

1. **Term:** 3-Year Agreement (January 1, 2023 through December 31, 2025).
2. **Article 10, Wages and Salary: Following City Council ratification of the Memorandum of Understanding (MOU), 10.1 (A) Wage increase (A-C):**

Effective January 1, 2023, all members represented by this Memorandum of Understanding shall receive a salary increase of 5% to their base monthly salary.

Effective within five (5) business days following notice of ratification of a successor Memorandum of Understanding, all members represented by this Memorandum of Understanding shall receive a one-time, off the-schedule payment equal to 3% of their annual base salary, or \$2,500, whichever is greater.

Effective January 1, 2024 & January 1, 2025 all members represented by this Memorandum of Understanding shall receive a salary increase not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3% and a ceiling of 5%. (Under this formula, salary increase amount would not be less than 3.0% nor greater than 5.0%.)
3. **Article 10.6 Shift Differential: Following City Council ratification of the Memorandum of Understanding:**

Effective January 1, 2023, the City agrees to pay night shift differential to all members represented by this Memorandum of Understanding. This differential shall be limited to only those hours actually worked between 2200 and 0600, and at the rate of an additional \$1.00 per hour for those hours actually between 2200 and 0600.
4. **Article 13.1 (B) and (C): Following City Council ratification of the Memorandum of Understanding:**

13.1 (B): Effective January 1, 2023 Voluntary Shift Schedule ("trades") must occur in the same work period. Must receive Supervisor advance approval in writing and shall not be considered subject to overtime.

13.1 (C): Effective January 1, 2023 No overtime shall be paid or earned for any pay period in which the employee did not actually work any hours during that pay-period.
5. **Article 18 Uniform Allowance: Following City Council ratification of the Memorandum of Understanding:**

18.3 (A): Police Dispatchers will receive \$725 per year Uniform Allowance (increase from \$625).

FINANCIAL:

Under the proposed Agreement the total increased cost the City will incur for this Bargaining Units wages will be:

1. Wages: The 5% increase will cost approximately \$38,000, and the one-time 3% off the-schedule payment one-time payment for employees in this Unit will cost \$22,650 in FY 2022/2023; plus, the 3% - 5% increase in FY 2023/2024 at \$40,000, and \$42,000 in FY 2024/2025. The three-year maximum increase in cost to salaries excluding the off-schedule payment is \$120,000. (These costs were based on a maximum increase of 5% per year.)
2. Shift Differential: The estimated annual increase in cost will be \$6,000 annually.
3. Uniform Allowance: The estimated annual increase in cost will be \$500 annually.

RECOMMENDATION:

MAYOR AND COUNCIL RATIFY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORNING AND THE CITY OF CORNING DISPATCHER'S BARGAINING UNIT FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2025.



MEMORANDUM OF UNDERSTANDING

Between

CITY OF CORNING

And the

CITY OF CORNING DISPATCHERS UNION

For

DISPATCHER UNIT

Effective:

January 1, 2023 – December 31, 2025

Agreement: December 20, 2022
Ratified by City Council: January 24, 2023

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between **CITY OF CORNING DISPATCHERS UNION**, hereinafter referred to as "Union", and the designated representatives of the **CITY OF CORNING**, hereinafter referred to as the "City", pursuant to the provisions of the Meyers-Miliias-Brown Act (Government Code Sections 3500, et seq.).

ARTICLE 1 DEFINITIONS

1.1 DEFINITIONS:

A. City: The term "City", as used herein, shall refer to the City of Corning.

B. Union: The term "Union", as used herein, shall refer to the **Operating Engineers Local Union No. 3**.

C. Employee: The term "Employee", as used herein, shall mean an employee filling a regularly budgeted position in a City classification which has been designated to the Dispatchers Unit under the Employee Relations Policy of the City of Corning.

D. Employee Anniversary Date: The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's most recent employment with the City.

E. Step Anniversary Date: The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: promotion; reclassification; implementation of a Memorandum of Understanding provision or Side Letter of Understanding specifying a movement into a new step, or an increase in the rate paid for the step currently held by the employee.

ARTICLE 2 RECOGNITION

2.1 The City hereby recognizes the Union as the bargaining representative for the purpose of meeting and conferring on matters within the scope of representation.

ARTICLE 3 NON-DISCRIMINATION

3.1 No Employee covered by this Memorandum of Understanding shall be discriminated against by the City, or by the Union, by reason of race, color, religion, sex, age or national origin.

3.2 The City shall not discharge, or otherwise discriminate against any Employee by reason of Union activities not interfering with the proper performance of his/her work.

ARTICLE 4 PAYROLL DEDUCTIONS

4.1 Dues and other Union-Sponsored Benefit Program Deductions:

1. The employer shall honor an employee's check-off authorization for dues, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

2. Deductions for dues or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer may transmit such payment to the Union through electronic funds transfer (EFT). However, transfer of funds shall not be later than thirty (30) days after the deduction from the employee's earnings occurs.

3. Employee requests to authorize dues/other deduction(s), or request to change status

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regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

4. The Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

5. The Union shall indemnify the employer for any claims made regarding such deductions.

6. Violations of this Section of the MOU are grievable.

4.2 Data Pertaining to Deductions:

Upon request from the Union. The employer shall produce to Operating Engineers' Local Union No. 3, a malleable electronic file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, per diem, as needed)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction.
7. Pay Step
8. Pay Rate
9. Department
10. Division (sub code of the department)

4.3 Regular Receipt of Bargaining Lists:

It shall be the City of Corning's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rate of pay, hours worked and gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from preceding bi-monthly period.

4.4 Protect Contract Biographical and/or Demographic information of Unit members from third parties:

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall immediately notify the Union of any third-party request for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request. The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The employer agrees that it will not create a report for a non-exclusive representative requester that does not already exist. If the employer is required by law to furnish a non-exclusive representative requester with a report, it agrees not to provide it in a malleable electronic format.

The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in work areas.

The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The employer agrees to adopt further safeguards against harassment of invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.

4.5 Employee Opt-Out.

Notwithstanding sections 4.1, 4.2, 4.3 and 4.4, and limited to the express purpose of Assembly Bill 119 requirements only, an employee may opt out via written request, initiated by the employee, to the City (copy to the Union) to direct the City to withhold the disclosure of the employee's home and personal cellular telephone numbers, personal email addresses on file with the employer, and home address.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The City retains the exclusive right to manage the City. All the rights, powers, functions and authority of the City, which it had prior to the time the Union became certified as representative of the Employees of the City, and which are not limited or modified by specific provisions of the Memorandum, are retained by the City. The City specifically retains the right to manage and supervise its Employees as follows:

(A) To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take other disciplinary action against employees.

(B) To lay-off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.

(C) To determine the policies, standards, procedures, methods, means and personnel by which City operations are to be conducted.

(D) To take whatever actions may be necessary to carry out the City in situations of emergency.

(E) To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided in the California Government Code, and designating such employees in the current Schedule of Department and Authorized Positions adopted by Resolution.

(F) Nothing in this policy shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interests of citizens, taxpayers, and employees of the City.

ARTICLE 6 UNION RIGHTS

6.1 The Union recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Corning consistent with its obligations to the Employees it represents.

6.2 City and Union affirm the principle that harmonious City-Employee relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the certified representative for the Employees and shall notify the Union of such hiring.

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6.3 The City shall provide the Union space to erect a bulletin board in each area where Employees covered by this Memorandum are assigned.

6.4 The City Manager shall be notified in advance by the Union President of the name of any official representative designated by the Union. Business Representatives of the Union shall have reasonable access to Employees, provided such access does not interfere with City business. Department heads and first-line supervisors will be notified by the Employer of the provisions of this section.

6.5 Business Representatives of the Union shall have access to any Employee or Employees presenting a grievance; and Employees have the right to have the Union Business representative represent them at all stages of disciplinary action.

6.6 The Union may designate two (2) employees as Union Stewards.

6.7 In addition to regularly assigned work, the Union Stewards shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. Employees are authorized to contact their Union Stewards during working hours to report a grievance or violation of this Memorandum.

ARTICLE 7 PEACEFUL PERFORMANCE

7.1 The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City Employees covered by this Memorandum of Understanding are essential to the public health, safety and general welfare of the residents of the City of Corning. The Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Bargaining Unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the Bargaining Unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

7.2 In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Union or by any member of the Bargaining Unit, the Union, by its officers, shall immediately declare in writing and publicize that such action is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work stoppage, the Union promptly and in good faith, performs the obligations of this paragraph, and providing the Union has not otherwise authorized, permitted or encouraged such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress including damages, as against any such employee.

ARTICLE 8 PAYMENTS

8.1 This Memorandum is intended to cover all aspects of wages, hours, and working conditions for Employees covered herein; therefore, nothing in this Memorandum shall prevent the City from modifying any employee benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plans, etc., subject to meet and confer.

8.2 If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the City and the Union shall consult to determine the wage rate through the established procedures.

8.3 Employees will be paid bi-weekly, no later than five (5) days following the end of the preceding payroll period. If the fifth day is a holiday, Employees will be paid on the preceding day.

8.4 In the event an error has been made in the payment of an employee's wages, overtime payment, leave accruals, balances, or usages, the City shall, for the purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee. Such adjustments are limited by the three-year statute of limitations set forth in California Code of Civil Procedure section 338.

8.5 In the event an employee receives an overpayment in wages, reimbursement to the City shall be accomplished by either: a.) Lump-sum payment by the employee; b.) A one-time deduction from usable vacation or compensatory time off (CTO), or unused holidays worked, equivalent to the overpayment at the employee's current hourly rate, c.) A repayment schedule through payroll deductions, or d.) Other means as may be mutually agreed between the City and the employee.

No repayment schedule shall exceed forty-eight (48) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-four (24) pay periods. If an employee terminates City employment prior to completing his/her repayment schedule, any amounts still due the City will be applied against the employee's final paycheck.

ARTICLE 9 PREVAILING RIGHTS

9.1 This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to Employees' wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding shall remain the same, except as specifically mentioned in this Memorandum of Understanding; therefore, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Memorandum of Understanding or which may have been omitted in the bargaining which led up to the execution of this Memorandum of Understanding, except by mutual agreement of the parties or as specifically mentioned in this Memorandum of Understanding.

9.2 In the event the City General Fund Reserves fall below \$1,000,000, the City and Union agree to meet within fifteen days and discuss; provided, however, that this provision shall not be considered a contract reopener, and further provided that this contract provision shall not be used by the City in any action or proceeding to interpret this contract.

ARTICLE 10 CLASSIFICATIONS AND WAGES

10.1 (A) Wage Increase.

- 1) Effective January 1, 2023, all members represented by this Memorandum of Understanding shall receive a salary increase of 5% to their base monthly salary.**

Effective within five (5) business days following notice of ratification of a successor Memorandum of Understanding, all members represented by this Memorandum of Understanding shall receive a one-time, off the-schedule payment equal to 3% of their annual base salary, or \$2,500, whichever is greater.

- 2) Effective January 1, 2024 all members represented by this Memorandum of Understanding shall receive a salary increase not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3% and a**

ceiling of 5%. (Under this formula, salary increase amount would not be less than 3.0% nor greater than 5.0%.)

- 3) Effective January 1, 2025 all members represented by this Memorandum of Understanding shall receive a salary increase not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3% and a ceiling of 5%. (Under this formula, salary increase amount would not be less than 3.0% nor greater than 5.0%.)**

(B) For the period of this agreement, Union Members will be paid in accordance with the monthly salary schedule and effective dates as shown in Exhibit "A". Employees will be eligible for step increases on their step anniversary dates. Employees may advance to the next step in the pay schedule upon satisfactory completion of the required time in the lower step. The time required between step A and B shall be (6) six months. The advancement from step B to C shall be twelve months. Advancement from C to D, and D to E shall be (12) twelve months between each step.

10.2 Employees may be appointed to a classification at any step, A through E, as determined by the City Manager.

10.3 Longevity Pay: Employees will be eligible for longevity performance incentive pay under the following conditions:

(A) Annual satisfactory performance evaluations will be required to receive and maintain annual pay increase.

(B) A performance evaluation will be made 30 days before the employee's anniversary date.

(C) Qualifying employees will receive a longevity performance incentive pay increase to be added to their base rate as follows:

1. Three (3%) percent after ten (10) years, effective the first pay period after anniversary date.

2. Six (6%) percent after fifteen (15) years, effective the first pay period after anniversary date, (not compounded with the 3%).

(D) In the event the employee is denied a longevity performance incentive pay increase, the employee may request the City Manager for review and to make final determination. The matter may not be filed under any other grievance procedure.

(E) This plan will be implemented for all eligible employees effective January 1, 2012. The initial performance increase will be effective the first pay period following a satisfactory performance evaluation. The initial evaluation is to be made in the month of January 2012. Such increase will remain in effect to the employee's next anniversary date prior to which time a reevaluation is required.

10.4 Bi-lingual Pay: Shall receive an additional 2.5% pay for a total of 5% for the incidental duties related to the assignment effective the first pay period in 2016 following City Council approval of the Memorandum of Understanding (MOU).

(A) An employee must be certified as bi-lingual.

(B) The City Manager will establish standards for qualifying employees and for an ongoing review of skills. The City Manager will require that employees demonstrate the ability to converse in Spanish sufficient to serve the needs of the City.

(C) The City Manager shall terminate the assignment if the ongoing use of the bi-lingual skills are no longer required and/or the employee fails to perform the duties at a skill level which

meets the established standards.

10.5 P.O.S.T. Dispatcher Certification Pay: Effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU):

(A) Employees who possess a P.O.S.T. Dispatcher Intermediate Certificate will receive an additional two and one-half (2.5%) percent of base pay.

(B) Employees who possess a P.O.S.T. Dispatcher Advanced Certificate will receive an additional five (5%) percent of base pay.

(C) The maximum P.O.S.T. Dispatcher Certificate pay that employees can earn is five (5%) percent.

10.6 Shift Differential: Effective January 1, 2023, the City agrees to pay night shift differential to all members represented by this Memorandum of Understanding. This differential shall be limited to only those hours actually worked between 2200 and 0600, and at the rate of an additional \$1.00 per hour for those hours actually between 2200 and 0600.

If any other bargaining unit within the City of Corning receives any Shift Differential compensation, this bargaining unit shall receive the same compensation as the other bargaining unit. It is the intent of this language that parity will be achieved either by flat rate, or percentage of salary based on the actual salary of bargaining unit members.

10.7 Training Officer Pay: Effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU), Fire and Police Dispatchers, when assigned in writing by the Fire Chief or Police Chief shall receive, in addition to regular pay, a two and one-half (2.5%) percent premium for serving as Training Officers for the period so assigned.

ARTICLE 11 OUT OF CLASSIFICATION PAY

11.1 Any Employee who works out of classification shall be paid at the higher wage rate if the Employee works out of classification for four (4) hours or more and the City shall pay for the entire day.

ARTICLE 12 HEALTH AND WELFARE INSURANCE

12.1 Currently, the City offers a choice of five (5) Health Insurance Policies; (2) Operating Engineers Public Employees' Health and Welfare Plans; and (3) different tier Blue Shield Savings Account Plans. All Employees and their dependents may participate in the Operating Engineer Public Employees' Health and Welfare Plans, or any of the Blue Shield Savings Account Plans, with the City contributing to the cost of such plan up to **\$1,935.00** per month toward the rate. The employee shall pay any remaining costs of insurance.

Future annual increases to the City Contribution shall be \$45 per month per year. However, the total City contribution shall not exceed the employee plus family premium rate of the Operating Engineers Health and Welfare Plan A (Full Benefit).

Overage Payment: The difference between the cost of the Health Insurance Policy selected by the employee and the City Contribution, if any, shall, at the election of the employee, be paid into the Health Savings Account to the maximum allowed under the law; once this account is maximized, all overage shall go into the employees 457 deferred compensation account. Should the employee select a plan other than a Health Saving Account, then all overage shall be paid to the employee's 457 deferred compensation account. Overage payments, in total, shall not exceed \$700 per month per employee. This Overage Payment shall be limited to employees hired on or before adoption and ratification of this MOU by the City Council.

For those employees who otherwise have medical insurance and opt-out of the city medical insurance completely, the City will provide \$900.00 per month which may be paid to a 457 deferred compensation plan, added to salary compensation or divided between both and only be changed once a year, unless employee encounters an unforeseen circumstance.

12.2 Employees who are not members of the Union are required to pay a service fee in the same amount as the monthly Union Dues in order to participate in the Union's Health and Welfare Plan.

12.3 The City shall provide life insurance in the amount of one hundred thousand dollars (\$100,000) effective the first pay period in 2016 following City Council approval of the Memorandum of Understanding (MOU) and will continue to pay the life and disability insurance premiums.

12.4 The City shall have the option of replacing the Operating Engineers Public Employees Health and Welfare Plan with a plan of the City's choosing. If the City exercises this option, the City shall maintain coverage that is comparable and substantially equivalent to that provided currently under the present plan.

12.5 A Health Plan Review Committee, consisting of one employee from each bargaining unit, has been established and coordinated by the City Manager to review alternate health plans. This committee will study both the health plan and the short-term disability plan.

12.6 The City will make an Employee Assistance Program (EAP) available to each regular employee. The EAP provides personal, family and career counseling to employees along with financial counseling referral, and legal referrals to employees.

ARTICLE 13 WORKDAY AND WORKWEEK

13.1 (A) The regular workday for Unit Members shall be twelve (12) hours, inclusive of mealtime. The regular work period consists of eighty-four (84) hours in any two-week pay period on duty, with four (4) hours paid at the time and one-half rate, except in an emergency or when the normal scheduled rotation requires a different duty arrangement. Pursuant to California Labor Code section 514 and 29 CFR 778.105 of the Fair Labor Standards Regulations, the workweek for police dispatch employees working day shift shall begin on Wednesday at 12:00 PM and end on Wednesday at 12:00 PM, and the workweek for police dispatch employees working night shift shall begin on Wednesday at 12:00 AM and end on Wednesday at 12:00 AM. Pursuant to California Labor Code section 514 and 29 CFR 778.105 of the Fair Labor Standards Regulations, the workweek for fire dispatch employees working day shift shall begin on Tuesday at 12:00 PM and end on Tuesday at 12:00 PM, and the workweek for fire dispatch employees working night shift shall begin on Tuesday at 12:00 AM and end on Tuesday at 12:00 AM.

The regular workday for Union Members shall be either eight (8) hours, or twelve (12) hours, inclusive of mealtime.

(B) Effective January 1, 2023 Voluntary Shift Schedule ("trades") must occur in the same work period must receive Supervisor advance approval in writing and shall not be considered subject to overtime.

(C) Effective January 1, 2023 No overtime shall be paid or earned for any pay period in which the employee did not actually work any hours during that pay-period.

13.2 Shifts, schedules, rotations and assignments, including weekends and holidays shall be the sole prerogative of the City. The City will give fifteen (15) day written notice of change to the affected employees.

13.3 The City may institute an optional work schedule to the (5-8, 3-12, or 4-12) shift by giving

the Union and the affected employees a (30) thirty days written notice. Should optional work schedule hours be different than a regular eight hours per day (example: 9, 10 or 12 hour days), the optional hours shall constitute a "regular workday", for the purpose of daily overtime pay as defined in section 14.1.

ARTICLE 14 OVERTIME

14.1 All time worked in excess of the "regular workday" either over 8 hours, or over 12 hours, depending on the schedule, or over (80) eighty hours per two-week pay period shall be considered over-time. Overtime shall be compensated therefore at the rate of time and one-half the Employee's regular pay rate, which will be paid in the same manner as other wages.

14.2 The Employee shall, on termination of employment, be entitled to be paid all accumulated overtime, together with the Employee's normal wage.

14.3 All payments for overtime worked will be made with the regular salary check for the pay period in which it was earned.

14.4 Compensatory Time in lieu of overtime (CTO): Members of the bargaining unit may accrue up to a maximum of two hundred (200) hours annually upon the Department Head's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed the two hundred (200) hours. Management shall approve when employees can take time off, taking into consideration the desire of the employees and the operational needs of the department. The Department Head and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of two hundred (200) hours shall be paid to the employee as part of their normal pay cycle.

ARTICLE 15 STAND-BY COMPENSATION

15.1 When the City requires an Employee to remain available for call back at any time, the Employee shall receive stand-by pay.

15.2 When an Employee is required to stand-by, such employee shall be compensated for such stand-by time at the rate of two (2) hours of straight-time compensation for each accumulated eight (8) hours of stand-by.

15.3 The City reserves the right to close any facility, if the City determines in its sole discretion that the facility needs not be open. The Union acknowledges that Employees do not have the right or privilege to stand-by at non-public City facilities without the express consent of the City.

ARTICLE 16 CALLBACK COMPENSATION

16.1 When the City requires an Employee to return to work other than his regularly scheduled workday, the Employee shall be entitled to call-back compensation.

16.2 The City shall compensate the Employee a minimum of two (2) hours of overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total overtime compensation shall be for the hours actually worked.

ARTICLE 17 SICK LEAVE

17.1 Sick leave is available to an employee to use in case of illness, bodily injury, exposure to a contagious disease, medical or dental appointment or attendance upon seriously ill member of employee's immediate family, as defined by these rules. An employee may take paid sick leave after the first month of employment. Every effort by the employee shall be made to schedule appointments during non-work hours.

Sick leave with pay shall be granted to all Employees. Sick leave shall be earned at the rate of (8) eight hours per calendar month of service, not to exceed a total maximum accumulation of (1920) nineteen hundred twenty hours. No sick leave shall be earned once the maximum accrual is reached.

17.2 The City agrees to pay fifty percent (50%) of Employee's unused accumulated sick leave upon retirement or death. Upon reduction in force, the City shall pay twenty-five percent (25%) of Employee's unused accumulated sick leave.

17.3 Family Leave: Employees with approval of the Department Head may use up to three (3) days accumulated sick leave per year for purpose of attending to immediate family during difficult or extended illness. Alternatives for care of family members should be pursued prior to requesting leave under this provision, and the Supervisor that stipulates to the necessity for such care and attendance may request a copy of a written confirmation from the attending physician.

17.4 Bereavement Leave: In the event of a death in the immediate family, the Employee may take off up to four (4) days. The immediate family shall be defined as husband, wife, child, **stepchild**, mother, father, brother, sister, **in-laws**, grandparents and grandchildren. Bereavement Leave is not charged to Sick Leave. Bereavement leave must be taken within two months following the death of the immediate family member. Leave shall be taken in full day increments.

17.5 When an employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee is entitled to use their accrued Sick Leave during the period of disability to make up the difference between their regular pay and the Workers Compensation Temporary Disability Payments. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. To take advantage of this benefit, the employee must forward their Temporary disability check to the City.

17.6 The City may require verification of the necessity for sick leave. Such verification may be in the form of a written statement from a doctor or a personal affidavit from the Employee. The City reserves the right to specify which of the two verification procedures will be required in any particular situation. If the City requires verification from a physician, the City shall pay for the cost of such verification to the extent such cost is not reimbursed by the Employee's health insurance.

17.7 If the City determines that an Employee has abused the provisions of the sick leave policy, the Employee shall be subject to disciplinary action.

17.9 Sick Leave Conversion Upon Retirement: In lieu of a cash-out of sick leave, an employee upon retirement under PERS, may choose as an option to convert a percentage of the dollar value of the sick leave, at the employee's current hourly base rate of pay as of the date of retirement, to pay the pre-paid health insurance premium for a period of time up to age 65 according to the following conversion plan.

<u>Employee's years of Service with City:</u>	<u>Percentage value of employee's accrued Sick Leave:</u>
Through 15 years	50%
16 through 19 years	70%
20 or more years	80%

(A) Following is the procedure to account for the percentage value of converted sick leave. At the written request of the retiring employee, the City Staff will compute the dollar value of the accrued sick leave according to the percentages shown above and maintain an accounting in the employee's name deducting the amount of monthly City health insurance premium from the "balance".

(B) The value of sick leave does not accrue in a cash fund for each employee; therefore, no actual funds are held in trust. The City simply agrees to pay the retiree's premium for a period of time until the balance value of the conversion is depleted.

(C) Should a retired employee want to stop their insurance premium payments under the Section, the employee must notify the City Manager in writing, giving the date payments should end, and City Staff will do an accounting of the actual dollar amount already paid out. Should this amount still be less than the fifty percent (50%) value provided for in the sick leave payoff provisions of this MOU (Section 17.2), the balance will be paid to the employee.

(D) Should a retired employee die prior to fully using this benefit, any dependents covered under the health insurance may, if permitted to continue insurance coverage by the insurance carrier, receive the continuation of this benefit until fully expended. The benefit shall have no cash value to the employee's estate, nor can the City accept any claim for payoff by heirs.

ARTICLE 18 UNIFORM ALLOWANCE

18.1 The City agrees to furnish, at no cost to the Employees, necessary safety items required and determined by the City.

18.2 The City agrees to provide Fire and Police Dispatchers one summer and one winter uniform upon completion of the initial training period.

18.3 In addition:

(A) Police Dispatchers will receive \$725 per year Uniform Allowance; and

(B) Fire Dispatchers will receive \$525 per year Uniform Allowance.

ARTICLE 19 HOLIDAYS AND HOLIDAY PAY

19.1 Union members shall receive "Holiday in Lieu Pay". Unit employees will receive an annual amount of (134) one hundred thirty four hours pay. The annual payment is to be made on the pay period prior to Thanksgiving Day. This Holiday in Lieu Pay provision for Union Members replaces all previous policies and resolves any and all previous Holiday Pay issues.

ARTICLE 20 457 DEFERRED COMPENSATION PLAN

The City agrees to match employee's contributions to their 457 Deferred Compensation Plan up to \$60 per month. The City match is only available for one (1) Deferred Compensation Plan even if employees are enrolled in more than one (1) Plan. Employees must commit to maintain their 457 contribution for one full year.

ARTICLE 21 RETIREMENT

For Miscellaneous Employees, the City provides retirement benefits under a contract with the California Public Employees Retirement System (PERS) as follows:

21.1 The City confirms that all current PERS Tier 1 Miscellaneous Members are in the 2% at 55 Retirement Formula with single highest year salary retirement formula and:

The City and City of Corning Tier 1 Miscellaneous Members agree the total employee share of retirement costs shall be 7%.

21.2 The City confirms that all current PERS Tier II Miscellaneous Members are in the 2% at 60 Retirement Formula and:

The City and City of Corning Tier II Miscellaneous Members agree the total employee share of retirement costs shall be 7%.

21.3 Employees hired on or after January 1, 2013, who are not eligible for reciprocity or are not

current CalPERS members without a break in service greater than six (6) months, shall participate in legislatively mandated CalPERS contributions and retirement benefit formula plans established by Assembly Bill 340, the "Public Employees' Pension Reform Act of 2013". This legislation is administered/interpreted by the California Public Employees Retirement System (CalPERS). New employee members shall have the following retirement benefit formula and contribution rate:

For PERS Miscellaneous Members 2.0%@62, 3 year final compensation as defined by CalPERS. The Member contribution rate is up to 7.0%. (Currently 6.75%.)

The member contribution rate must comply with Section 7522.30 of the California Government Code. CalPERS may change this rate following actuarial review during the term of the MOU.

The City agrees that the retirement tier changes in 21.2 and 21.3 will not affect employees hired prior to January 1, 2012.

In the event the Legislature modifies the Cal PERS employee/employer contribution rates, the City and Union agree to meet within fifteen days and discuss; provided, however, that this provision shall not be considered a contract reopener; and further provided that this contract provision shall not be used by the City in any action or proceeding to interpret this contract.

ARTICLE 22 VACATION

22.1 Employees shall earn vacation according to the following:

(A) Employees shall earn vacation with pay at the rate of eighty (80) hours per year after one (1) year of employment.

(B) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after five years of City employment.

(C) Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after ten (10) years of City employment.

(D) Employees shall earn vacation with pay at the rate of two hundred (200) hours per year after fifteen (15) years of City employment.

(E) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is two hundred (200) hours.

(F) Employees who have more than two hundred (200) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.

22.2 The Employee shall have the option of converting up to fifty percent (50%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. Employees may exercise the payoff option only one (1) time per fiscal year with five (5) working days' notice to payroll.

ARTICLE 23 PROBATION PERIOD AND EVALUATION

23.1 All Employee evaluations will be made by the Employee's immediate Supervisor or the Employee's Department Head annually prior to the employee's anniversary date. In the event the immediate supervisor or Department Head is unable to complete the evaluation, the City Manager may complete the evaluation. The City reserves the right to conduct formal evaluation summaries every six (6) months. Nothing contained herein should be construed to limit the right of the City to continually monitor and assess Employee performance and provide feedback to the Employee regarding the Employee's performance.

23.2 All new, promoted, and reclassified Employees are on probation for twelve (12) months. Current City Employees accepting a promotion to a higher classification retain the right to return to their former classification if the City determines during the probation period that they are unable to satisfy the requirements of the new classification.

23.3 Time spent in a non-paid status will not be counted towards an employee's seniority.

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When an employee takes unpaid leave, only the unpaid hours off work will remain uncounted toward seniority.

ARTICLE 24 LAY-OFF POLICY

24.1 The City may lay off Employees whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interests of economy to reduce the force in a department or office.

24.2 Persons shall be laid off in the following order:

(A) All extra help, temporary and provisional Employees in the same department and within the same job classification shall be laid off before any regular Employee is laid off.

(B) When it becomes necessary to reduce the force in any department or office by lay-off of regular Employees, seniority shall be the determining factor. In the case where seniority is equal, ability shall govern. The determination of ability shall be the exclusive responsibility of the Department Head, provided that in making such determination, consideration shall be given to skill, efficiency, knowledge, physical fitness, training and attitude toward fellow Employees.

24.3 Seniority shall be measured from the Employee's most recent initial appointment to City service, but shall not include any period during which such Employee was on leave without pay, or not actually in City employment because of the Employee's voluntary termination, lay-off or other cause; provided that, for any Employee who is re-employed after being discharged, seniority shall be measured from the date of the Employee's most recent appointment.

24.4 The City shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed to the last known mailing address of the Employee as found in the Employee's personnel file. In lieu of the above, the City may serve notice by personal service. Notice of lay-off shall be made at least thirty (30) days prior to the effective date of the action.

24.5 In lieu of being laid off, a regular Employee may elect demotion and displacement in the same department to a classification previously held by said Employee with substantially the same or lower salary step and/or to a classification in which said Employee meets the minimum qualifications. Demotion and displacement rights to specific classifications shall be applicable only within the department and subject to lay-off list provisions in this Article based on seniority and ability. Employees wishing demotion and displacement in lieu of lay-off must notify the City Manager in writing of this election no later than seven (7) calendar days after receiving notice of layoff.

ARTICLE 25 SAVINGS CLAUSE

25.1 If any Article section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of the Memorandum, it being expressly provided that this Memorandum and each Article section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more Articles, sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

ARTICLE 26 FULL UNDERSTANDING, MODIFICATION AND WAIVER

26.1 This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto

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unless made and executed in writing by all parties hereto, and if required, approved by the City Council.

The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE 27
TERM OF AGREEMENT**

27.1 This Memorandum of Understanding shall be effective **January 1, 2023**, upon adoption by the City Council of the City of Corning and shall remain in effect until the **31st day of December 2025**.

27.2 This Memorandum of Understanding may be extended by mutual agreement of the parties if additional time is required to consummate a new Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this January 24, 2023.

CITY OF CORNING

**CITY OF CORNING
DISPATCHERS UNION**

**Kristina Miller,
City Manager**

**Daymon Schlereth,
Union Representative**

**Ashley Knight,
Union Representative**

**Greg Einhorn,
Negotiator**

**Art Frolli,
OE-3 Business Representative**

**Lisa M. Linnet,
City Clerk**

Ratified by the Corning City Council on: January 24, 2023


Exhibit "A"

**Dispatch Bargaining Unit:
January 1, 2023**

	Step A		Step B		Step C		Step D		Step E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Communications Supv.	\$ 5,272	\$ 30.42	\$ 5,550	\$ 32.02	\$ 5,842	\$ 33.70	\$ 6,150	\$ 35.48	\$ 6,473	\$ 37.34
Fire Dispatch	\$ 4,132	\$ 23.84	\$ 4,350	\$ 25.10	\$ 4,579	\$ 26.42	\$ 4,820	\$ 27.81	\$ 5,074	\$ 29.27
Police Dispatch	\$ 4,132	\$ 23.84	\$ 4,350	\$ 25.10	\$ 4,579	\$ 26.42	\$ 4,820	\$ 27.81	\$ 5,074	\$ 29.27

ITEM NO. J- 9
RATIFY MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY AND THE CITY OF CORNING
MANAGEMENT BARGAINING UNIT

January 24, 2023

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

SUMMARY:

The City of Corning has reached agreement with the employees of the City of Corning Management Bargaining Unit as reflected in the attached complete Agreement, known under California Law as a "Memorandum of Understanding" (MOU).

The proposed MOU is for a three-year term beginning on January 1, 2023 and will expire on December 31, 2025.

MEMORANDUM OF UNDERSTANDING (MOU):

Below are the key elements of the proposed new MOU Agreement:

1. **Term:** 3-Year Agreement (January 1, 2023 through December 31, 2025).
2. **Article 10, Wages and Salary: Following City Council ratification of the Memorandum of Understanding (MOU), 10.1 (A) Wage increase (A-C):**

Effective January 1, 2023, all members represented by this Memorandum of Understanding shall receive a salary increase of 5% to their base monthly salary.

Effective within five (5) business days following notice of ratification of a successor Memorandum of Understanding, all members represented by this Memorandum of Understanding shall receive a one-time, off the-schedule payment equal to 3% of their annual base salary, or \$2,500, whichever is greater.

Effective January 1, 2024 & January 1, 2025 all members represented by this Memorandum of Understanding shall receive a salary increase not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3% and a ceiling of 5%. (Under this formula, salary increase amount would not be less than 3.0% nor greater than 5.0%.)
3. **Article 14 Uniform Allowance: Following City Council ratification of the Memorandum of Understanding:**

Effective January 1, 2023, the City agrees to add the following under Article 14.1 Uniform Allowance to all members of this bargaining unit assigned to work in Public Works:

 - a. Five (5) long or short sleeve shirts each year.
 - b. Reimbursement of up to \$40 per pair, for up to five pairs of dark blue jeans upon proof of purchase.
 - c. City to replace clothing damaged on the job that cannot be repaired. Shirts or pants that are damaged on the job refer to those that are ripped or torn and cannot be mended.
 - d. One reflective class 2 zipper front with hood sweatshirt each year.
4. **Personal Cellular Phone Use Compensation: Following City Council ratification of the Memorandum of Understanding:**

Effective January 1, 2023, employees in Bargaining Unit who use their personal cellular phone for work related activity will be compensated at the rate of \$45 per month.

FINANCIAL:

Under the proposed Agreement the total increased cost the City will incur for this Bargaining Units wages will be:

1. **Wages:** The 5% increase will cost \$36,248, and the one-time 3% off the-schedule payment one-time payment for employees in this Unit will cost \$15,303 in FY 2022/2023; plus, the 3% - 5% increase in FY 2023/2024 at approximately \$38,000, and \$40,000 in FY 2024/2025. The three-year maximum increase in cost to salaries excluding the off-schedule payment is \$114,248. (These costs were based on a maximum increase of 5% per year.)
2. **Uniform Allowance Increase:** The maximum annual increase in cost will be approximately \$350.00.
3. **Personal Cellular Phone Use Compensation:** Annual cost increase will be \$2,400.00.

RECOMMENDATION:

MAYOR AND COUNCIL RATIFY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORNING AND THE CITY OF CORNING MANAGEMENT BARGAINING UNIT FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2025.



MEMORANDUM OF UNDERSTANDING

Between

CITY OF CORNING

And

**THE CITY OF CORNING
MANAGEMENT UNION**

For

Management Employees

Effective:

January 1, 2023 – December 31, 2025

Agreement: January 13, 2023

Ratified by City Council: January 24, 2023

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between the **MANAGEMENT UNION**, hereinafter referred to as "**Union**", and the designated representatives of the **CITY OF CORNING**, hereinafter referred to as the "**City**", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.).

ARTICLE 1 GENERAL PROVISIONS – DEFINITIONS

1.1 A. Employer: The term "Employer", as used herein, shall refer to the City of Corning.

B. Union: The term "Union", as used herein, shall refer to **Operating Engineers Local Unit No. 3**.

C. Employee: The term "Employee", as used herein, shall mean all Employees of the Management Unit as designated under the provisions of the Employee Relations Policy of the City of Corning.

D. Employee Anniversary Date: The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's employment with the City.

E. Step Anniversary Date: The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: promotion; reclassification; implementation of a Memorandum of Understanding provision, or Side Letter of Understanding specifying a movement into a new step or an increase in the rate paid for the step currently held by the employee.

ARTICLE 2 RECOGNITION

2.1 The Employer hereby recognizes the Union as the only organization entitled to meet and confer on matters within the scope of representation.

ARTICLE 3 HIRING PROVISIONS

3.1 No Employee covered by this Memorandum of Understanding shall be discriminated against by the Employer, or by the Union, by reason of race, color, religion, sex, age or national origin.

3.2 The Employer shall not discharge, or otherwise discriminate against any employee by reason of Union activities not interfering with the proper performance of his work.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Employer retains the exclusive right to manage the City. All the rights, powers, functions and authority of the Employer, which it had prior to the time the Union became certified as representative of the Employees of the Employer, and which are not limited or modified by specific provisions of the Memorandum are retained by the Employer. The Employer specifically retains the right to manage and supervise its Employees as follows:

(1) To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take other disciplinary action against employees.

(2) To lay-off or demote employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.

(3) To determine the policies, standards, procedures, methods, means and personnel by which City operations are to be conducted.

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(4) To take whatever actions may be necessary to carry out the City in situations of emergency.

(5) To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided in the California Government Code, and designating such employees in the current Schedule of Department and Authorized Positions adopted by resolution.

(6) Nothing in this policy shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interests of all citizens, taxpayers, and employees of the City.

ARTICLE 5 UNION RIGHTS

5.1 The Union recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the citizens of the City of Corning consistent with its obligations to the Employees it represents.

5.2 Employer and Union affirm the principle that harmonious employer-employee relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the certified representative for the Employees and shall notify the Union of such hiring.

5.3 The Employer shall provide the Union space to erect a bulletin board in each area where Employees covered by this Memorandum are assigned.

5.4 Union shall have access to any Employee or Employees to conduct union business during work hours for the purpose of presenting a grievance or to conduct any other union business; and Employees have the right to have the Union represent the Employee at all stages of disciplinary action.

ARTICLE 6 PEACEFUL PERFORMANCE

6.1 The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City Employees covered by this Memorandum of Understanding are essential to the public health, safety and general welfare of the residents of the City of Corning. The Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

6.2 In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union, by its officers, shall immediately declare in writing and publicize that such action is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work stoppage, the Union promptly and in good faith, performs the obligations of this paragraph, and providing the Union has not otherwise authorized, permitted or encouraged such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress including damages, as against any such employee.

ARTICLE 7 PAYMENTS

7.1 This Memorandum is intended to cover all aspects of wages, hours, and working conditions for Employees covered herein; therefore, nothing in this Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plans, etc., subject to meet and confer.

7.2 If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the Employer and the Union shall determine the wage rate through the established procedures.

7.3 In the event an error has been made in the payment of an employee's wages, overtime payment, leave accruals, balances, or usages, the City shall, for the purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee. Such adjustments are limited by the three year statute of limitations set forth in California Code of Civil Procedure section 338.

7.4 In the event an employee receives an overpayment in wages, reimbursement to the City shall be accomplished by either:

- a. Lump-sum payment by the employee;
- b. A one-time deduction from usable vacation or compensatory time off (CTO), or unused holidays worked, equivalent to the overpayment at the employee's current hourly rate;
- c. A repayment schedule through payroll deductions;
- d. Other means as may be mutually agreed between the City and the employee.

No repayment schedule shall exceed forty-eight (48) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-four (24) pay periods. If an employee terminates City employment prior to completing his/her repayment schedule, any amounts still due the City will be applied against the employee's final paycheck.

ARTICLE 8 PREVAILING RIGHTS

8.1 This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to Employees' wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding shall remain the same, except as specifically mentioned in this Memorandum of Understanding; therefore, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Memorandum of Understanding or which may have been omitted in the bargaining which led up to the execution of this Memorandum of Understanding, except by mutual agreement of the parties or as specifically mentioned in this Memorandum of Understanding.

8.2 In the event the City General Fund Reserves fall below \$1,000,000, the City and Union agree to meet within fifteen days and discuss; provided, however, that this provision shall not be considered a contract reopener, and further provided that this contract provision shall not be used by the City in any action or proceeding to interpret this contract.

**ARTICLE 9
CLASSIFICATIONS AND WAGES**

9.1 (A) Wage Increase:

Effective January 1, 2023, all members represented by this Memorandum of Understanding shall receive a salary increase of 5% to their base monthly salary.

Effective within five (5) business days following notice of ratification of a successor Memorandum of Understanding, all members represented by this Memorandum of Understanding shall receive a one-time, off the-schedule payment equal to 3% of their annual base salary, or \$2,500, whichever is greater.

Effective January 1, 2024 & January 1, 2025 all members represented by this Memorandum of Understanding shall receive a salary increase not less that the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3% and a ceiling of 5%. (Under this formula, salary increase amount would not be less than 3.0% nor greater than 5.0%.)

(B) For the period of this agreement, Employees will be paid in accordance with the monthly salary schedule and effective dates as shown in Exhibit "A". Employees will be eligible for step increases on their step anniversary dates. Employees may advance to the next step in the pay schedule upon satisfactory completion of the required time in the lower step. The time required between step A and B shall be (6) six months. Advancement from step B to C, C to D and D to E shall be (12) twelve months between each step.

9.2 The City agrees to pay all members of this bargaining unit a stipend of \$150/month demonstrating, through objective testing, that they are proficient in speaking and understanding Spanish.

**ARTICLE 10
HEALTH AND WELFARE INSURANCE**

10.1 Currently, the City offers a choice of five (5) Health Insurance Policies; (2) Operating Engineers Public Employees' Health and Welfare Plans; and (3) different tier Blue Shield Savings Account Plans. All Employees and their dependents may participate in the Operating Engineer Public Employees' Health and Welfare Plans, or any of the Blue Shield Savings Account Plans, with the City contributing to the cost of such plan up to **\$1,935.00** per month toward the rate. The employee shall pay any remaining costs of insurance.

Future annual increases to the City Contribution shall be \$45 per month per year. However, the total City contribution shall not exceed the employee plus family premium rate of the Operating Engineers Health and Welfare Plan A (Full Benefit).

Overage Payment: The difference between the cost of the Health Insurance Policy selected by the employee and the City Contribution, if any, shall, at the election of the employee, be paid into the Health Savings Account to the maximum allowed under the law; once this account is maximized, all overage shall go into the employees 457 deferred compensation account. Should the employee select a plan other than a Health Saving Account, then all overage shall be paid to the employee's 457 deferred compensation account. Overage payments, in total, shall not exceed \$700 per month per employee. This Overage Payment shall be limited to employees hired on or before adoption and ratification of this MOU by the City Council.

For those employees who otherwise have medical insurance and opt-out of the City Medical Insurance completely, the City will provide \$900.00 per month which may be paid to a 457

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deferred compensation plan, added to salary compensation or divided between both and only be changed once a year, unless employee encounters an unforeseen circumstance.

10.2 The City shall pay the fee for Employees who are not members of the Operating Engineers Local No. 3 Union in order to participate in the Union's Health and Welfare Plan.

10.3 The City shall provide life insurance in the amount of one hundred thousand dollars (\$100,000) effective the first pay period in 2016 following City Council approval of the Memorandum of Understanding (MOU) and will continue to pay the life and disability insurance premiums.

10.4 The City shall have the option of replacing the Operating Engineers Public Employees Health and Welfare Plan with a plan of the City's choosing. If the City exercises this option, the City shall maintain coverage that is comparable and substantially equivalent to that provided currently under the present plan.

10.5 The City will make an Employee Assistance Program (EAP) available to each regular employee. The EAP provides personal, family and career counseling to employees along with financial counseling referral, and legal referrals to employees.

ARTICLE 11 ADMINISTRATIVE LEAVE

11.1 Employees accrue one hundred hours (100) of Administrative Leave per year.

11.2 Administrative Leave time may be carried into the following year, but at no time can it exceed two hundred (200) hours.

11.3 Administrative Leave in excess of two hundred (200) hours shall be paid.

11.4 Employees shall be allowed to convert up to fifty (50%) percent of Administrative Leave hours each fiscal year to paid days. Department heads shall plan for such conversion in their annual budget proposals.

11.5 Unused Administrative Leave shall be paid upon termination.

11.6 The City understands that management personnel may be required to work outside of the office and therefore beyond standard office hours.

ARTICLE 12 457 DEFERRED COMPENSATION PLAN

12.1 The City agrees to match employee's contribution to their 457 Deferred Compensation Plan up to \$75 per month. The City match is only available for one (1) Deferred Compensation Plan even if employees are enrolled in more than one (1) Plan. Employees must commit to maintain their 457 contribution for one full year.

ARTICLE 13 SICK LEAVE

13.1 Sick leave is available to an employee to use in case of illness, bodily injury, exposure to a contagious disease, medical or dental appointment or attendance upon seriously ill member of employee's immediate family, as defined by these rules. An employee may take paid sick leave after the first month of employment. Every effort by the employee shall be made to schedule appointments during non-work hours.

13.2 Sick leave with pay shall be granted to all Employees. Sick leave shall be accumulated at the rate of one (1) day per calendar month of service, not to exceed a total accumulation of two hundred forty (240) days. An employee with 20 years service to the City will be allowed unlimited sick leave accrual above the 240-day cap only for the exclusive purpose of converting to pre-paid health insurance after retirement.

13.3 Family Leave: Family Leave shall be administered in accordance with applicable State and Federal Law.

13.4 Bereavement Leave: In the event of a death in the immediate family, the Employee may take off up to four (4) days. The immediate family shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, in-laws, grandparents and grandchildren. Such leave shall not be charged to sick leave. Bereavement leave must be taken within two months following the death of the immediate family member. Leave shall be taken in full day increments.

13.5 Employees who have less than thirty-six (36) days of sick leave accumulated may, in lieu of taking vacation, bank said vacation time under sick leave.

13.6 On-The-Job Injuries: When an employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee is entitled to use their accrued Sick Leave during the period of disability to make up the difference between their regular pay and the Workers Compensation Temporary Disability Payments. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. To take advantage of this benefit, the employee must forward their temporary disability check to the City.

13.7 The City may require verification of the necessity for sick leave. Such verification may be in the form of a written statement from a doctor or a personal affidavit from the Employee. The City reserves the right to specify which of the two verification procedures will be required in any particular situation. If the City requires verification from a physician, the City shall pay for the cost of such verification to the extent such cost is not reimbursed by the Employee's health insurance.

13.8 If the City determines that an Employee has abused the provisions of the sick leave policy, the Employee shall be subject to disciplinary action.

13.9 Sick Leave Credit Upon Retirement: The Employer agrees to pay fifty percent (50%) of Employee's unused accumulated sick leave upon retirement or death. Upon reduction in force, the City shall pay twenty-five percent (25%) of Employee's unused accumulated sick leave.

13.10 Sick Leave Conversion Upon Retirement: In lieu of a cash out of sick leave, an employee, upon retirement under PERS, may choose as an option to convert a percentage of the dollar value of the sick leave at the employee's current hourly base rate of pay as of the date of retirement, to pay the pre-paid health insurance premium up for a period of time up to age 65 according to the following conversion plan.

<u>Employee's years of service with City</u>	<u>Percentage value of employee's accrued Sick Leave</u>
Through 15 years	50%
16 through 19 years	70%
20 or more years	80%

(a) Following is the procedure to account for the percentage value of converted sick leave. At the written request of the retiring employee, the City Staff will compute the dollar value of the accrued sick leave according to the percentages shown above and maintain an accounting in the employee's name deducting the amount of monthly City Health Insurance Premium from the "balance".

(b) The value of sick leave does not accrue in a cash fund for each employee; therefore, no actual funds are held in trust. The City simply agrees to pay the retiree's premium for a period of time until the balance value of the conversion is depleted.

(c) Should a retired employee want to stop their insurance premium payments under the Section, the employee must notify the City Manager in writing, giving the date payments should end, and City Staff will do an accounting of the percent (50%) value provided for in the sick leave payoff provisions of this MOU and the actual dollar amount already paid out. Should this amount still be less than the fifty percent provided for in Section 17.2, the balance will be paid to the employee.

(d) Should a retired employee die prior to fully using this benefit, any dependents covered under the health insurance may, if permitted to continue insurance coverage by the insurance carrier, receive the continuation of this benefit until fully expended. The benefit shall have no cash value to the employee's estate, nor can the City accept any claim for payoff by heirs.

(e) Employees not choosing to remain in the City's offered health plan may utilize the benefits set out in these sections to be applied to the cost of a private health plan. The retired employee will be reimbursed, on a quarter year basis, such amounts as provided in these sections, upon submission of a written claim and proof of a paid premium by the retired employee. The form, manner of claim and proof, will be as prescribed by the City.

ARTICLE 14 UNIFORM AND CELL PHONE ALLOWANCE

14.1 The City agrees to furnish, at no cost to the Employees, necessary foul weather gear and safety items required and determined by the City. In addition, thereto, the Employer may furnish two (2) coveralls per week to each Employee desiring coveralls. Upon City determination, the City agrees to provide either short or long sleeve safety shirts, rubber boots, safety boots and gloves.

14.2 The City shall provide a Uniform Allowance of \$900 per year to the Police Chief and \$300 per year for the Fire Chief.

14.3 Effective January 1, 2023, the City shall furnish all members of this bargaining unit assigned to work in Public Works the following:

- a. **Five (5) long or short sleeve shirts each year.**
- b. **Reimbursement of up to \$40 per pair, for up to five pairs of dark blue jeans upon proof of purchase.**
- c. **City to replace clothing damaged on the job that cannot be repaired. Shirts or pants that are damaged on the job refer to those that are ripped or torn and cannot be mended.**
- d. **One reflective class 2 zipper front with hood sweatshirt each year.**

14.4 Effective January 1, 2023, employees in Bargaining Unit who use their personal cellular phone for work related activity will be compensated at the rate of \$45 per month.

ARTICLE 15 HOLIDAYS AND HOLIDAY PAY

15.1 Employees shall receive the following scheduled eleven holidays off with pay:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Post-Thanksgiving Day
Christmas Eve Day
Christmas Day

In addition to the scheduled holidays above, each employee shall be credited with 14 hours of floating holidays on January 1, and July 1 of each year. Floating holidays shall be taken at a time and manner mutually agreed to by the employee and their Supervisor.

15.2 An Employee who is regularly scheduled to work on a holiday shall be granted a day off at a time mutually agreeable to the Employee and the Employer.

15.3 If a holiday falls on an Employee's day off, the Employer shall compensate the Employee by either eight (8) hours compensatory time off, or eight (8) hours straight-time pay, at the Employee's option.

15.4 The Veteran's Day Holiday which falls in November will be celebrated on the nearest Monday or Friday, which will create a three-day weekend. The Christmas Eve holiday will be celebrated either on Christmas Eve or the day after Christmas, whichever will create a four-day weekend.

ARTICLE 16 RETIREMENT

For Management Employees, the City provides retirement benefits under a contract with the California Public Employees Retirement System (PERS) as follows:

16.1 The City confirms that all current PERS Tier 1 Fire and Police Safety Members are in the 3% at 50 Retirement Formula with single highest year salary retirement formula and:

The City and City of Corning Tier 1 Police Safety Members in the Management Bargaining Unit agree the total employee share of retirement costs shall be 9%.

16.2 The City confirms that all current PERS Tier 1 Miscellaneous Members are in the 2% at 55 Retirement Formula with single highest year salary retirement formula and:

The City and City of Corning Tier 1 Miscellaneous Members agree the total employee share of retirement costs shall be 7%.

16.3 The City confirms that all PERS Tier II Fire and Police Safety Members are in the 3% @ 55 Formula with three (3) year average salary retirement formula and:

The City and City of Corning Tier II Fire and Police Safety Bargaining Unit Members agree the total employee share of retirement costs shall be 9%.

16.4 The City confirms that all current PERS Tier II Miscellaneous Members are in the 2% at 60 Retirement Formula and:

The City and City of Corning Tier II Miscellaneous Members agree the total employee share of retirement costs shall be 7%.

16.5 Employees hired on or after January 1, 2013, who are not eligible for reciprocity or are not current CalPERS members without a break in service greater than six (6) months, shall participate in legislatively mandated CalPERS contributions and retirement benefit formula plans established by Assembly Bill 340, the "Public Employees' Pension Reform Act of 2013". This legislation is administered/interpreted by the California Public Employees Retirement System (CalPERS). New employee members shall have the following retirement benefit formula and contribution rate:

For PERS Police and Fire Safety Members 2.7%@57, 3-year final compensation as defined by CalPERS. The Member contribution rate is up to 12.0%. (Currently 12.0%.)

For PERS Miscellaneous Members 2.0%@62, 3-year final compensation as defined by CalPERS. The Member contribution rate is up to 7.0%. (Currently 6.75%.)

The member contribution rate must comply with Section 7522.30 of the California Government Code. CalPERS may change this rate following actuarial review during the term of the MOU.

The City agrees that the retirement tier changes in 16.3, 16.4 and 16.5 will not affect employees hired prior to January 1, 2012.

In the event the Legislature modifies the Cal PERS employee/employer contribution rates, the City and Union agree to meet within fifteen days and discuss; provided, however, that this provision shall not be considered a contract reopener; and further provided that this contract provision shall not be used by the City in any action or proceeding to interpret this contract.

ARTICLE 17 VACATION

17.1 Employees shall earn vacation according to the following:

(a) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after one (1) year and during the first seven (7) years of City employment.

(b) Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after completion of seven (7) years of City employment.

(c) Employees shall earn vacation with pay at the rate of two hundred (200) hours per year after twelve (12) years of City employment.

(d) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is two hundred (200) hours.

(e) Employees who have more than two hundred (200) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.

17.2 The Employee shall have the option of converting up to fifty percent (50%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. Employees may exercise the payoff option only one (1) time per fiscal year with five (5) working days' notice to payroll.

ARTICLE 18 PROBATION PERIOD AND EVALUATION

18.1 All Employee evaluations should be made by the City Manager or the Employee's Department Head when applicable. The City reserves the right to conduct formal evaluation summaries every six (6) months. Nothing contained herein should be construed to limit the right of the City to continually monitor and assess Employee performance and provide feedback to the Employee regarding the Employee's performance.

18.2 All new, promoted, and reclassified Employees are on probation for six (6) months except Safety Employees who shall serve a one (1) year probation period. Current City Employees accepting a promotion to a higher classification retain the right to return to their former classification if the City determines they are unable to satisfy the requirements of the new classification.

18.3 Management employees will be eligible for seniority performance incentive pay increase under the following conditions:

(a) An annual performance evaluation will be required to receive and maintain a seniority performance pay increase.

(b) The performance evaluation will be made 30 days before the employee's anniversary date, by the City Manager each year.

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(c) Approved employees will receive a performance incentive pay increase to be added to their base salary rate as follows:

- A. 3% after 10 years, effective first pay period after anniversary date.
- B. 6% after 15 years, effective first pay period after anniversary date, (not to be compounded with 3%).

(d) This plan will be implemented for all eligible, 30 days after ratification of MOU, to allow for an initial evaluation increase to be effective the first pay period following the 30-day period. Such increase will remain in effect to the employee's next anniversary date prior to which time a reevaluation is required.

(e) Time spent in a non-paid status will not be counted towards an employee's seniority. When an employee takes unpaid leave, only the unpaid hours off work will remain uncounted toward seniority.

ARTICLE 19 SAVINGS CLAUSE

19.1 If any Article section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of the Memorandum, it being expressly provided that this Memorandum and each Article section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

ARTICLE 20 TERM OF AGREEMENT

20.1 This Memorandum of Understanding shall be effective January 1, 2023 upon adoption by the City Council of the City of Corning and shall remain in effect until December 31, 2025.

20.2 This Memorandum of Understanding may be extended by mutual agreement of the parties if additional time is required to consummate a new Memorandum.

ARTICLE 21 TAKE-HOME VEHICLES

21.1 City agrees to allow the Police Chief and Fire Chief to take-home vehicles within a fifteen mile radius of City Hall.

ARTICLE 22 CHECKOFF

22.1 Dues and other Union-Sponsored Benefit Program Deductions:

1. The employer shall honor an employee's check-off authorization for dues, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

2. Deductions for dues or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer may transmit such payment to the Union through electronic funds transfer (EFT). However, transfer of funds shall not be later than thirty (30) days after the deduction from the employee's earnings occurs.

3. Employee requests to authorize dues/other deduction(s), or request to change status

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regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

4. The Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

5. The Union shall indemnify the employer for any claims made regarding such deductions.

6. Violations of this Section of the MOU are grievable.

22.2 Data Pertaining to Deductions:

Upon request from the Union, the employer shall produce to Operating Engineers' Local Union No. 3, a malleable electronic file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, per diem, as needed)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction.
7. Pay Step
8. Pay Rate
9. Department
10. Division (sub code of the department)

22.3 Regular Receipt of Bargaining Lists:

It shall be the City of Corning's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rate of pay, hours worked and gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from preceding bi-monthly period.

22.4 Protect Contract Biographical and/or Demographic Information of Unit members from Third Parties:

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall immediately notify the Union of any third-party request for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request. The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The employer agrees that it will not create a report for a non-exclusive representative requester that does not already exist. If the employer is required by law to furnish a non-exclusive representative requester with a report, it agrees not to provide it in a malleable electronic format.

The employer shall not permit a non-exclusive representative to access bargaining unit members

during working hours or in work areas.

The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The employer agrees to adopt further safeguards against harassment of invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.

22.5 Employee Opt-Out:

Notwithstanding Sections 22.1, 22.2, 22.3 and 22.4, and limited to the express purpose of Assembly Bill 119 requirements only, an employee may opt out via written request, initiated by the employee, to the City (copy to the Union) to direct the City to withhold the disclosure of the employee's home and personal cellular telephone numbers, personal email addresses on file with the employer, and home address.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____.

CITY OF CORNING:

UNION:

**Kristina Miller,
City Manager**

**Jeremiah Fears,
Union Representative**

**Greg Einhorn,
Negotiator**

**Art Frolli, Operating Engineers
Business Representative**

**Lisa M. Linnet,
City Clerk**

Ratified by the Corning City Council on: January 24, 2023

Management Bargaining Unit
January 1, 2023

	Step A		Step B		Step C		Step D		Step E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Chief	\$ 8,725	\$ 50.34	\$ 9,184	\$ 52.98	\$ 9,668	\$ 55.78	\$ 10,176	\$ 58.71	\$ 10,712	\$ 61.80
Public Works Director	\$ 8,085	\$ 46.64	\$ 8,510	\$ 49.10	\$ 8,958	\$ 51.68	\$ 9,429	\$ 54.40	\$ 9,926	\$ 57.27
Fire Chief	\$ 8,101	\$ 46.74	\$ 8,527	\$ 49.19	\$ 8,976	\$ 51.78	\$ 9,448	\$ 54.51	\$ 9,946	\$ 57.38
Planning Director	\$ 7,472	\$ 43.11	\$ 7,865	\$ 45.38	\$ 8,279	\$ 47.76	\$ 8,715	\$ 50.28	\$ 9,174	\$ 52.93
Building Official	\$ 6,749	\$ 38.94	\$ 7,104	\$ 40.98	\$ 7,478	\$ 43.14	\$ 7,871	\$ 45.41	\$ 8,286	\$ 47.80
Assist. Public Works Director	\$ 5,892	\$ 33.99	\$ 6,202	\$ 35.78	\$ 6,528	\$ 37.66	\$ 6,872	\$ 39.65	\$ 7,233	\$ 41.73
Admin. Services Manager	\$ 5,101	\$ 29.43	\$ 5,369	\$ 30.98	\$ 5,652	\$ 32.61	\$ 5,949	\$ 34.32	\$ 6,262	\$ 36.13
Accounting Manager	\$ 5,544	\$ 31.98	\$ 5,835	\$ 33.66	\$ 6,143	\$ 35.44	\$ 6,466	\$ 37.30	\$ 6,806	\$ 39.26

Exhibit "A"

ITEM NO.: J-10
ADOPT RESOLUTION 01-24-2023-1
ACCEPTING A PORTION OF THE
CALIFORNIA CITIZEN'S OPTIONS
FOR PUBLIC SAFETY (COPS) GRANT
OVERAGE

January 24, 2023

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

SUMMARY:

The City of Corning Police Department has been notified by the Tehama County Auditor-Controller that there is an unencumbered overage in the COPS fund in the amount of \$39,377.70. These funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

BACKGROUND:

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The Corning Police Department has requested, and received approval from, the Tehama County Auditor-Controller and the Tehama County Chief Administrator on November 9, 2022, that a portion of these funds (approximately \$20,000.00) can be spent on the purchase of SWAT Training and SWAT equipment at an approximate cost of \$20,000.00.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **ADOPT RESOLUTION 01-24-2023-1, THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT OVERAGE MONIES IN THE AMOUNT OF APPROXIMATELY \$20,000.00 TO BE SPENT TOWARD THE PURCHASE OF SWAT TRAINING AND SWAT EQUIPMENT.**

RESOLUTION NO.: 01-24-2023-1
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT A PORTION OF THE UNENCUMBERED OVERAGE FUNDS OFFERED
THROUGH THE
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW
ENFORCEMENT GRANT PROGRAM

WHEREAS, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

WHEREAS, the City Council, at a public hearing, must approve appropriation of these funds;

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds, has approved the expenditure of a portion of these funds for the purchase of SWAT Training and SWAT Equipment and they may utilize said equipment at an approximate cost of \$20,000.00 by the Chief of Police and the City Manager.

This Resolution was introduced and adopted by the City Council of the City of Corning on the 24th day of January 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Robert Snow, Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 24th day of January 2023 by the votes listed above.

Lisa M. Linnet, City Clerk

ITEM NO.: J-1.1
ADOPT RESOLUTION 01-24-2023-02
ACCEPTING THE 2022/23
CALIFORNIA CITIZEN'S OPTIONS
FOR PUBLIC SAFETY GRANT
JANUARY 24, 2023

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

SUMMARY:

The City of Corning is to be awarded \$100,000 as part of the California Citizens' Option for Public Safety Front-Line Law Enforcement Allocation Program. The funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

BACKGROUND:

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The most recent State Budget funded another year of the California Citizens' Option for Public Safety (COPS) Program. The City of Corning will receive \$100,000 of the total program allotment which must be expended by June 30, 2024.

Staff proposes that the 2023 COPS funds be expended during the 2023/2024 fiscal year to continue to fund a portion of a police officer position. Excluding overtime, the current estimated salary and benefits for a police officer position is expected to exceed \$100,000. The balance of funds needed to fund the position will come from the General Fund.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 01-24-2023-02 THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT AND APPROVE THE USE OF THESE MONIES TO CONTINUE FUNDING A PORTION OF ONE POLICE OFFICER'S POSITION.

**RESOLUTION NO 01-24-2023-02
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT THE FUNDS OFFERED THROUGH THE
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW
ENFORCEMENT GRANT PROGRAM**

WHEREAS, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

WHEREAS, the City Council, at a public hearing, must approve appropriation of these funds;

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds has approved the expenditure of funds to be utilized to fund a portion of one police officer position as recommended by the Chief of Police and the City Manager.

This Resolution was introduced and adopted by the City Council of the City of Corning on the **24TH day of January 2023** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the **24TH day of January 2023** by the votes listed above.

Lisa M. Linnet, City Clerk

ITEM NO.:
ADOPT RESOLUTION 01-24-2023-02
ACCEPTING THE 2022/23
CALIFORNIA CITIZEN'S OPTIONS
FOR PUBLIC SAFETY GRANT
JANUARY 24, 2023

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

SUMMARY:

The City of Corning is to be awarded \$100,000 as part of the California Citizens' Option for Public Safety Front-Line Law Enforcement Allocation Program. The funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

BACKGROUND:

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The most recent State Budget funded another year of the California Citizens' Option for Public Safety (COPS) Program. The City of Corning will receive \$100,000 of the total program allotment which must be expended by June 30, 2024.

Staff proposes that the 2023 COPS funds be expended during the 2023/2024 fiscal year to continue to fund a portion of a police officer position. Excluding overtime, the current estimated salary and benefits for a police officer position is expected to exceed \$100,000. The balance of funds needed to fund the position will come from the General Fund.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 01-24-2023-02 THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT AND APPROVE THE USE OF THESE MONIES TO CONTINUE FUNDING A PORTION OF ONE POLICE OFFICER'S POSITION.

**RESOLUTION NO 01-24-2023-02
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT THE FUNDS OFFERED THROUGH THE
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW
ENFORCEMENT GRANT PROGRAM**

WHEREAS, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

WHEREAS, the City Council, at a public hearing, must approve appropriation of these funds;

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds has approved the expenditure of funds to be utilized to fund a portion of one police officer position as recommended by the Chief of Police and the City Manager.

~~~~~

This Resolution was introduced and adopted by the City Council of the City of Corning on the **24<sup>TH</sup> day of January 2023** by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

\_\_\_\_\_  
**Robert Snow, Mayor**

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the **24<sup>TH</sup> day of January 2023** by the votes listed above.

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



ITEM NO.: J-12  
APPROVE WASTEWATER TREATMENT  
PLANT OPERATIONS CONTRACT EXTENSION  
WITH INFRAMARK FOR A 5-YEAR TERM

January 24, 2023

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

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

**SUMMARY:**

Staff recommends the City Council approve an Extension Agreement to extend the service contract with Inframark, LLC for operation of the City's Wastewater Treatment Plant (WWTP) from January 1, 2023 to December 31, 2027.

**BACKGROUND:**

On July 1, 2011 the City and SWWC, Inc. entered into a contract for operation and maintenance of the City Wastewater Treatment Plant. SWWC, Inc. was acquired by Severn Trent Environmental Services, Inc. and Severn Trent Environmental Services, Inc. assumed all right and obligations of SWWC, Inc. In June 2017 Severn Trent Environmental Services, LLC changed its name to Inframark, LLC. In January 2022 the City Council authorized a 1-year extension on the existing contract that is set to expire on midnight of December 31, 2022. The proposed extension agreement would extend the terms until midnight of December 31, 2027.

The Extension Agreement proposal presented for your consideration contains the additional Contract Term and minor changes including:

- Adjusts the annual compensation for 2023 based on the standard Consumer Price Index methodology in the existing contract,
- A reduction in the base fee in the amount of \$13,784 per year to account for the portion of chemicals that Inframark previously paid for under the contract that will now be paid for by the City by the proposed chemical cap,
- Propose a separate Chemical Cap of \$45,000 per year. The Chemical Cap would work the same as the existing maintenance cap, the City will pay monthly into this account and all chemical costs will be paid by Inframark from this account. Any amount over the cap will be paid for by the City to Inframark and if funds are remaining in this account at the end of the year Inframark will pay remaining funds back to the City.
- Increase in the Maintenance Cap by not only the CPI adjustment but by an additional \$30,000 for a total amount of \$89,654 to accommodate the increase in maintenance costs that the City is already paying for directly.
- A 2023 Laboratory Testing Cap in the amount of \$70,000 to accommodate one time testing required by the new General Permit. Standard laboratory testing for 2023 and the remaining years of the contract is included in the base contract for operations.

**FINANCIAL:**

The City shall pay Operator the compensation of \$1,812,196 for the services provided through midnight of December 31, 2023, including all base services, chemical cap, maintenance cap, and 2023 laboratory testing cap, which shall be payable in equal monthly installments of \$151,016.34 due on the first of the month for the services to be provided that month.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE THE WASTEWATER TREATMENT PLANT OPERATIONS CONTRACT EXTENSION WITH INFRAMARK FOR A 5-YEAR TERM WITH APPROVAL BY BOTH THE CITY MANAGER AND CITY ATTORNEY.**

# City of Corning, CA

## Proposal Discussion Letter

January 17, 2023  
Kristina Miller, City Manager  
794 3<sup>rd</sup> St, Corning, CA. 96021

Dear Ms. Kristina Miller,

We take immense pride in Inframark's partnership with the City of Corning, a partnership that began more than 15 years ago and has continuously evolved to meet the City's needs. With this letter, we are pleased to present some of the success stories in our partnership and our proposal for continued service to the City.

### Examples of Inframark's Value-Added Services

**Clarifier Concrete Repair-** There were numerous significantly large cracks and spalling on the walls of the secondary clarifiers. Using in house expertise and skills, Inframark staff was able to secure the necessary materials and complete the repair work, with minimal cost to the City. This work not only forestalled any potential containment failures but also prevented further degradation of the clarifier units.

**Hellsieve Repair-** In the fall of 2021 the helisieve, which screens the incoming wastewater and removes trash and other debris, was severely damaged by a piece of firewood that had been inserted into the collection system and made its way to the treatment facility. Inframark staff removed the unit from the channel and started the repair process that included removal and replacement of gear drive and motor, removal and replacement of auger and drive shaft, and disassembly of housing and seal replacement. This project was labor intensive, taking several weeks to complete. By making this repair in-house, Inframark staff saved the City thousands of dollars, with the City only paying for the cost of parts.

**Bar Screen Installation-** After the damage to the helisieve caused by a piece of firewood, Inframark staff devised a screening device that would capture large objects before entering the helisieve, while at the same time allowing normal size trash to move through



the system. Inframark staff, possessing considerable skill at metal fabrication, constructed a lightweight aluminum device that could be easily removed for cleaning, and with proper spacing so as not to cause influent flow back-up.

**Headworks Bypass Project-** Recognizing a failure of both influent screw pumps, either due to a power outage or mechanical failure, would be catastrophic, Inframark staff installed a bypass system to move influent past the screw pumps and directly to the Parshall flume. This greatly reduced the risk of costly sewer overflows. Inframark staff acquired a standby pump and hoses from the Public Works Department and installed the bypass line to the Parshall flume.

**Aerator Blade Replacement-** Savings to the City on this project was substantial. Due to years of extensive use in an abrasive environment, the blades on these aerators will sometimes break. The cost of contracting this repair job would be costly due to the equipment required to reach the repair site. After reviewing options for repair, including possibly removing the entire rotor assembly from the oxidation ditch, Inframark staff decided to make the repairs in house. With all safety concerns considered, Inframark staff was able to devise a method of reaching the aerators and completing the repairs.

**Equalization Basin Decant Pump Screen-** Any time the helisieve is not in operation, excess rags and other debris are allowed to enter the treatment system, causing issues with pumps and other equipment. When the helisieve was damaged by the piece of firewood, the removal of liquid from the equalization basin was impossible due to debris build up, causing the decant pump in the equalization basin to clog. Inframark staff constructed a screening device made of plastic pipe with several saw cuts to allow liquid to pass while holding back the rag material clogging the pump. Materials used for this project were resourced on site at no cost to the City.

As our track records shows, Inframark is dedicated to seeking solutions to meet the City's evolving needs, and in the process always looking to save the City money. We are consistently looking for ways to expand our services and provide the best possible options for the City. In this pursuit, we ensure continued compliance with all federal and State regulations, as well as the health and safety of the residents of the City of Corning.



## Proposal for Service Renewal

### Inframark will perform the following services:

- Continued operation of the City's wastewater plant and collection system according to the Wastewater Treatment Plant Service Agreement dated 2011, adding an amendment to include the changes noted below.
- Base contract of operation of the facilities with employees qualified in wastewater and sewer collection: **\$751,444 / year**. The proposed base fee includes a reduction of **\$13,784 / year** to account for the portion of chemicals Inframark would have paid for under the current arrangement, but will now be paid for by the City via the proposed chemical cap. The proposed base fee includes an addition of **\$36,688** as part of the scheduled CPI adjustment, 5.133% of \$714,756.
- Chemical Cap: **\$45,000/ year**. This is the amount Inframark has budgeted for total chemical costs for 2023. The chemical cap will work the same as the maintenance cap. Any amount over the cap amount will be paid by the City to Inframark, any amount remaining in the cap at the end of the year will be paid by Inframark back to the City.
- Maintenance Cap: **\$89,654**. The proposed maintenance cap is being increased by \$30,000 / year above what is currently scheduled. As scheduled, the maintenance cap would have been **\$59,654 / year**, which included an addition of **\$2,912** as part of the scheduled annual CPI adjustment, 5.133% of \$56,472.
- 2023 Laboratory Testing Cap: **\$70,000 for 2023 (estimated at this time)**

### Additional Contract Term

Inframark is proposing a new contract term of five (5) years.

TEHAMA  
COUNTY

WELCOME TO THE

CITY OF  
CORNING



We sincerely thank you for your business, and we truly value the trust you place in us. We look forward to continuing our long-term partnership with the City of Corning for years to come.

In the meantime, if you have questions or require additional information, please do not hesitate to contact me at: [travis.barber@inframark.com](mailto:travis.barber@inframark.com) or 530-570-6745.

Sincerely,  
INFRAMARK, LLC

Travis Barber,  
Area Manager – Northern California



ITEM NO.: J-13  
APPROVE CHANGE ORDER #2 IN THE  
AMOUNT OF \$64,591.00 FOR PSOMAS  
TO COMPLETE CONSTRUCTION  
MANAGEMENT AND INSPECTION  
SERVICES FOR THE SOLANO STREET  
IMPROVEMENT PROJECT

January 24, 2023

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

**SUMMARY:**

Staff has received a contract amendment request from Psomas for the Solano Street Improvement Project construction management and inspection services in the amount of \$64,591.00. Per the request submitted by Psomas their project budget ran out in early October with remaining work to be completed in order to finish the project. The higher project cost are associated with increased work durations (longer shifts and weekend work) for the inspector, additions to the scope of work by staff including increased striping, tree grates and the consideration of slurry seal, and substantial administrative demands with the submittal of extra work billings. (See attached request letter from Psomas) The breakdown of costs provided by Psomas include the time from when the contract amount was expended to the closeout of the project. The approval of this change order would bring the total project cost for construction management and inspections to \$201,504.00.

Brendan Ottoboni, PE, Project Manager for Psomas, may be present to answer questions by the City Council.

**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 CHANGE ORDER #2 IN THE AMOUNT OF \$64,591.00 FOR PSOMAS TO COMPLETE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SOLANO STREET IMPROVEMENT PROJECT.**

December 6, 2022

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

**Subject: Solano Street Road Repairs Project**  
**Psomas Contract Amendment Request No. 2**

Dear Robin:

As communicated over the last few weeks, at the request of the City, Psomas has continued to provide construction management oversight of the Solano Street Project. Due to increased work durations (longer shifts and weekend work), additions to the scope of work by the City (such as increased striping, tree grates and consideration of slurry seal) and substantial administrative demands with the submittal of extra work bills, I have prepared a contract amendment to cover the remaining project costs. As discussed, our project budget ran out on approximately October 7<sup>th</sup>, 2022. I had communicated the budget status at that time and proceeded to provide coverage in an effort to continue to support the City on this critical project, understanding that we would be compensated for our services on the project.

Below is a breakdown of the remaining labor hours from the time our currently approved contract amount expired (on approximately October 7<sup>th</sup>, 2022) estimated through project closeout. There is a substantial amount of work remaining to review and coordinate the extra work bills from the contractor on the project. Based on our estimate of labor hours and current pay rates, I request that Contract Amendment #2 be authorized in the amount of \$64,591.00. See breakdown below. This would bring the total contract value for Psomas on this project to \$201,504.00.

We have valued the opportunity to assist you, the City of Corning and its community in delivery of this important downtown project. Should you have any questions or comments, please do not hesitate to give me a call at 925-628-6196.

Sincerely,



**P S O M A S**  
Brendan Ottoboni, PE  
Project Manager

Cc: Brian Fragio, PE

**City of Corning  
Solano Street Rehab Project**

**COST PROPOSAL - Amendment No. 2**

Consultant Name PSOMAS

**DIRECT LABOR - Labor Hours expended since Amendment #1 to Project Closeout**

| <u>Classification</u>          | <u>Name</u>      | <u>Hours</u> | <u>Initial<br/>Hourly<br/>Rate</u> | <u>Total</u>     |
|--------------------------------|------------------|--------------|------------------------------------|------------------|
| Resident Engineer              | Shawn Hagstrom   | 100          | \$ 225.28                          | \$ 22,528        |
| Office Engineer                | Todd Scott       | 60           | \$ 136.72                          | \$ 8,203         |
| Construction Inspector         | Richard Jones    | 120          | \$ 210.38                          | \$ 25,246        |
| Construction Inspector (OT)    |                  | 22           | \$ 271.39                          | \$ 5,971         |
| Project Manager                | Brendan Ottoboni | 10           | \$ 230.91                          | \$ 2,309         |
| Contract Administrator         | Christin Ayers   | 4            | \$ 83.66                           | \$ 335           |
| <b>Subtotal Cost Proposal:</b> |                  |              |                                    | <b>\$ 64,591</b> |

**OTHER COSTS**

|                                 |                       |      |    |      |
|---------------------------------|-----------------------|------|----|------|
| Vehicles (Included in Overhead) |                       |      | \$ | -    |
| Office Supplies                 |                       |      | \$ | -    |
| Miscellaneous Expenses          | Per diem (hotel stay) | 1 LS |    |      |
|                                 |                       |      |    | \$ - |

**SUBCONSULTANT COST**

|                      |                        |      |  |      |
|----------------------|------------------------|------|--|------|
| MT Hall & Associates | (Materials Testing QC) | 1 LS |  |      |
|                      |                        |      |  | \$ - |

**TOTAL COST**

**\$ 64,591**



ITEM NO.: J-14

APPROVE INSTALLATION OF TWO NEW PICKLEBALL PRACTICE WALLS AT THE NORTHSIDE PARK COURTS; AND APPROPRIATION OF \$1,200 FROM GENERAL FUND RESERVES FOR THESE INSTALLATIONS.

January 24, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUMMARY:**

A request has been made to install two (2) pickle ball practice walls at the Northside Park courts. The proposed practice walls will be made of wood and will be 10-foot wide by 8-foot tall and will be placed on the north and south perimeter fence adjacent to the existing tennis courts, see attached exhibit. These proposed improvements would allow the pickleball players to practice by themselves or warm up while waiting to utilize the pickleball courts.

The cost for the purchase of the materials and the installation of the pickleball practice walls is \$600 each for a total cost of \$1,200. This cost is for materials only, City Staff would complete the installation.

**FINANCIAL:**

Funding for this project was not included in the FY22/23 City Budget. Therefore \$1,200 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 \$1,200 FROM CITY GENERAL FUND RESERVES FOR THIS PROJECT.
2. APPROVE THE INSTALLATION OF TWO NEW PICKLEBALL PRACTICE WALLS AT THE NORTHSIDE PARK COURTS.

# Northside Park

Pickleball Practice Wall Locations

Legend

ehama St

Proposed Wall Location

Tennis Courts

Pickleball Courts

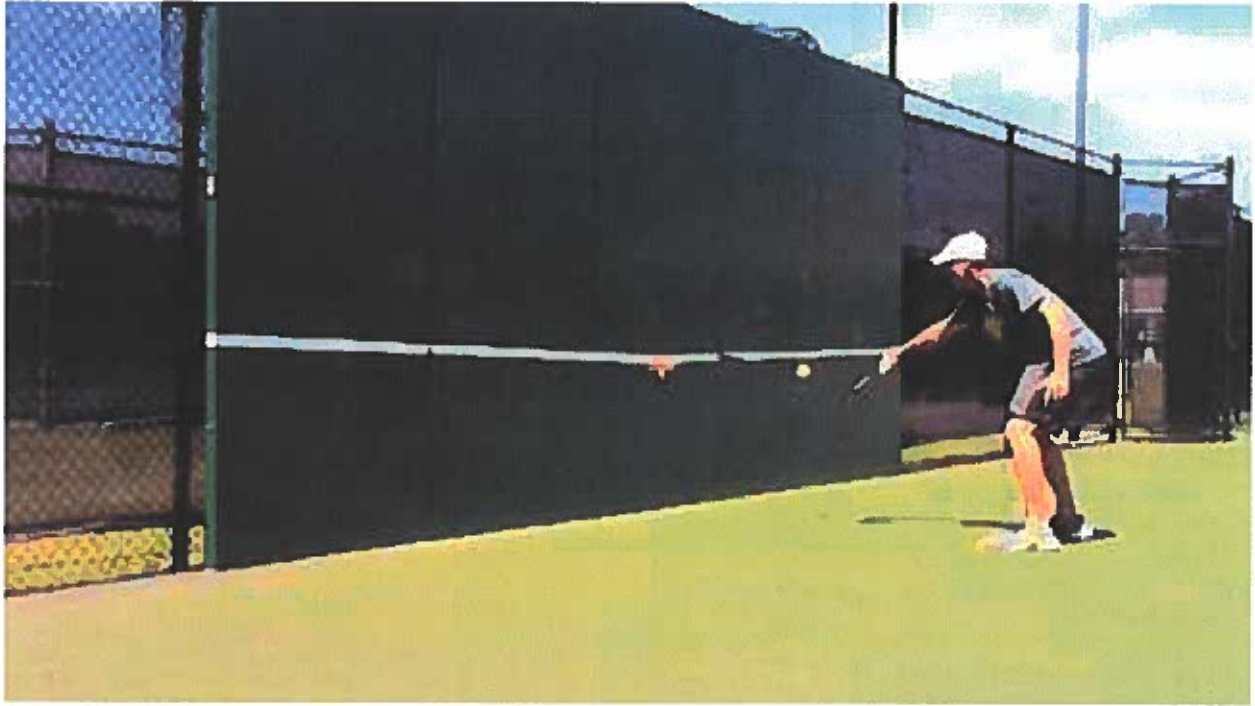
Proposed Wall Location

Google Earth



100 ft





Sample Practice Wall

**ITEM NO.: J-15  
ADOPT RESOLUTION 01-24-2023-04 & APPROVE  
RATIFICATION OF LOCAL EMERGENCY  
PROCLAMATION PURSUANT TO CORNING  
MUNICIPAL CODE SECTION 2.52.060 AND  
GOVERNMENT CODE SECTION 8630  
FOLLOWING THE RECENT SEVERE STORMS.**

**January 24, 2023**

**TO: MAYOR AND CITY COUNCILMEMBERS, CORNING CALIFORNIA**

**FROM: KRISTINA MILLER, CITY MANAGER  
COLLIN BOGENER, CITY ATTORNEY**

**BACKGROUND:**

Pursuant to Corning Municipal Code Chapter 2.36, a State of Local Emergency can be declared when the conditions are that of "disaster or of extreme peril to the safety of persons and property within this City, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions...". The purpose of declaring a local emergency is to enable the City to acquire vital supplies, equipment, and other such property as necessary to respond to the situation without the necessity of going through some of the more time-consuming legal requirements, such as competitive bidding.

This Chapter of the Code comes directly from Government Code Section 8630 authorizing a City to implement a local emergency. Both Chapter 2.36 and Section 8630 set forth the process for declaring a local emergency, which provides the Mayor with authority to issue the initial Proclamation of Emergency, followed by ratification of that Proclamation within seven (7) days by the City Council. If the Council does not ratify, then the local emergency will cease to exist.

On January 20, 2023, the Mayor issued a Proclamation of Emergency following severe storms which significantly impacted the City of Corning. Specifically, the excessive rainfall has obstructed the water flow of the Highway 99W Bridge as it passes over Burch Creek and damaged the sewer pipe which is attached to the under portion of the bridge. Enclosed with this report are photos of the bridge. This requires immediate work by the Public Works Department to clear out all debris and repair the sewer line.

Generally, this type of work requires Fish & Wildlife approval through compliance with Fish & Wildlife Code section 1602. However, Section 1610 of the Fish & Wildlife Code permits work without compliance when necessary to protect property. In this case, that exception applies.

If approved by the Council, the local emergency will remain in effect for 60-days, unless extended beyond that point or terminated, both of which require a Council vote.

**RECOMMENDATION:**

**APPROVE RATIFICATION OF LOCAL EMERGENCY PURSUANT TO CORNING  
MUNICIPAL CODE SECTION 2.52.060 AND GOVERNMENT CODE SECTION 8630  
FOLLOWING THE SEVERE STORMS.**

**ATTACHMENTS:**

- 1. Proposed Resolution No.: 01-24-2023-04.**
- 2. Proclamation**
- 3. Photos of the Bridge**

**RESOLUTION 01-24-2023-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING DECLARING  
A LOCAL EMERGENCY AND REQUEST FOR ASSISTANCE UNDER THE  
CALIFORNIA DISASTER ASSISTANCE ACT**

**WHEREAS**, City of Corning Municipal Code Chapter 2.36 provides for the preparation and carrying out of plans for the protection of persons and property within the City of Corning in the event of emergency or disaster; and

**WHEREAS**, Chapter 2.36 authorizes the City Council to declare the existence of a local emergency, or ratify a previously issued Proclamation of Emergency, comprising the existence of conditions of disaster or extreme peril to the safety of persons and property within the City of Corning, and upon such declaration activates the City Disaster Council and designates the Mayor as the City's Director of Emergency Services; and

**WHEREAS**, conditions of extreme peril to the safety of persons or property have arisen within the City as a result of the excessive rainfall and storms occurring during January of 2023, which have significantly impacted water flow of Burch Creek as it passes under Highway 99W, and has damages the sewer line attached to the bottom of that bridge; and

**WHEREAS**, the City Council does hereby find the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency in the City of Corning; and

**NOW THEREFORE BE IT RESOLVED** that the City Council hereby declares a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Corning; and

**IT IS FURTHER RESOLVED AND ORDERED** that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Corning; and

**IT IS FURTHER RESOLVED AND ORDERED** that during the existence of said local emergency the powers, functions and duties of the City of Corning and its Mayor serving as Director of Emergency Services shall be those prescribed by State Law, and by the ordinances and resolutions of this City; and

**IT IS FURTHER RESOLVED AND ORDERED** that the Mayor, serving as Director of Emergency Services, shall request assistance from the State of California pursuant to the California Disaster Assistance Act, if he or his designee determines that doing so is necessary or beneficial to the City of Corning; and

**IT IS FURTHER ORDERED** that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

**IT IS FURTHER ORDERED** that the City Manager is hereby designated as the authorized representative of the City of Corning for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

**PASSED AND ADOPTED** by the City Council of the City of Corning on this 24<sup>th</sup> day of January, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

**APPROVED:**

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**Lisa Linnet, City Clerk**

---

**Robert Snow, Mayor**

I, Lisa M. Linnet, City Clerk of the City of Corning, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a Resolution adopted by said City Council on this 24th day of January 2023.

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**Lisa M. Linnet, City Clerk**



# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7029 Fax (530) 824-2489

## **PROCLAMATION OF LOCAL EMERGENCY BY THE CORNING DIRECTOR OF EMERGENCY SERVICES**

**WHEREAS**, California Government Code Section 8630 and Corning Municipal Code Section 2.36.060 of the City of Corning empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the City Council is not in session; and

**WHEREAS**, the City of Corning City Council is not in session and cannot immediately be called into session; and

**WHEREAS**, this Proclamation of Local Emergency will be ratified, and as necessary reaffirmed, by the City Council within seven (7) days pursuant to applicable laws; and

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

1. From late December 2022 through January 19, 2023, the City of Corning experienced significant weather, culminating in a severe storm during the weekend of January 14 and 15, 2023, resulting in flooding in the City.
2. The City of Corning Public Works Department observed significant concerns due to flooding on the Highway 99W Bridge, which passes over Burch Creek. Specifically, they observed a damaged sewer pipe that is connected to the bottom portion of the bridge. Additionally, the Public Works Department observed the build up of sediment and debris at that location, which caused the damage to the sewer pipe and localized flooding that came very close to damaging private property. The Public Works Department also observed damage to the exterior of properties from flooding and high winds.
3. If not immediately remedied, the conditions located under and around the bridge will continue to worsen resulting in significant damage to public property, resulting in well over \$500,000 in damages.
4. Pursuant to Section 1610 of the Fish & Wildlife Code, a local agency can perform emergency work in a streambed, without compliance with Sections 1601 and 1602 of that Chapter, if necessary to protect property.



# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7029 Fax (530) 824-2489

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists in the City of Corning pursuant to Government Code Section 8630 and other applicable laws; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by state law, and by ordinance and resolutions of this city approved by the Corning City Council; and,

**IT IS FURTHER RESOLVED** that Mayor Robert Snow, Director of Emergency Services, or his representative is hereby designated as the authorized representative of the City of Corning for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

**CITY OF CORNING**

Robert Snow, Mayor  
Director of Emergency Services  
City of Corning  
State of California

Dated: January 20, 2023  
Time:

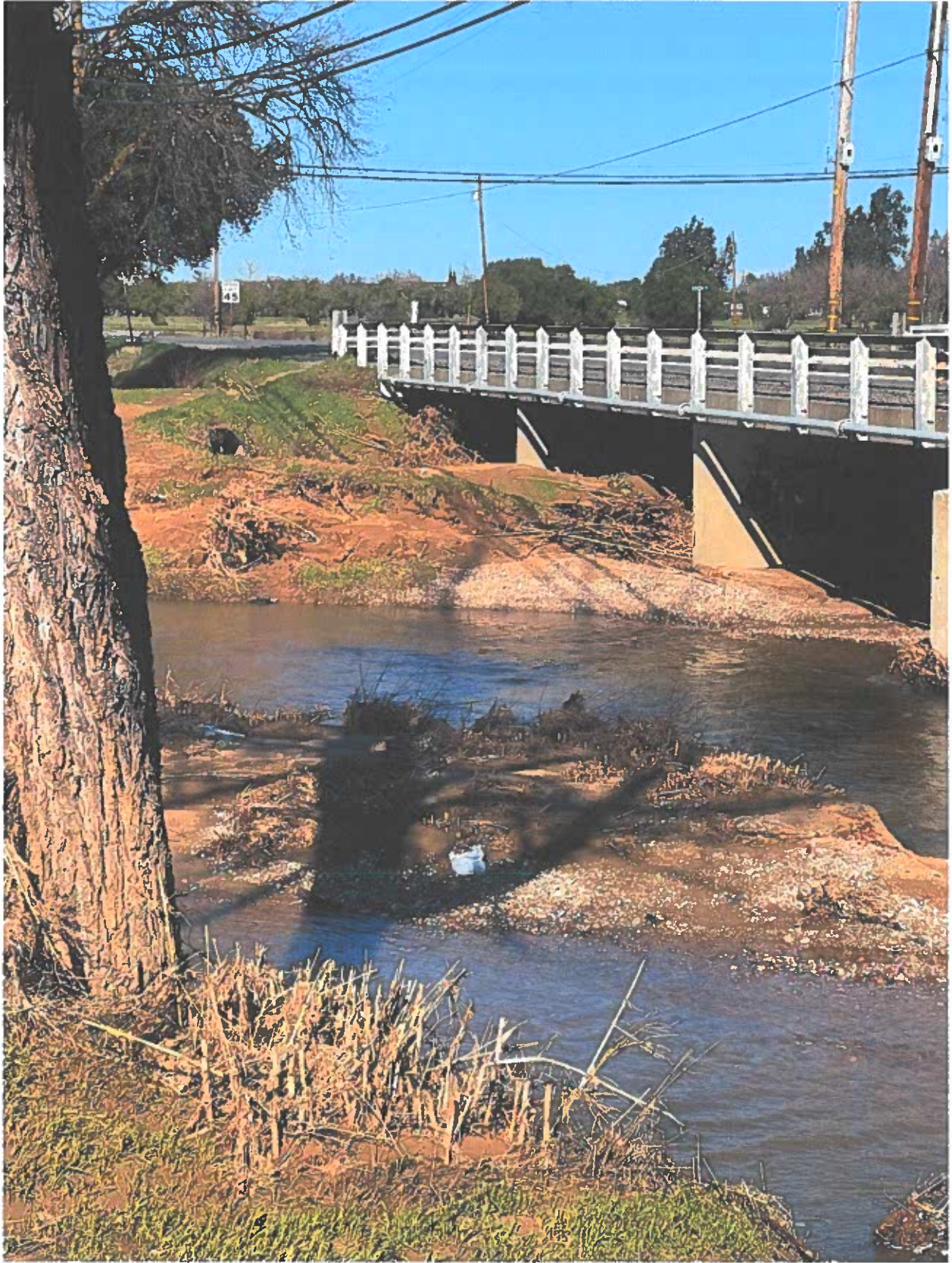




Burch Creek Bridge at eastside of Highway 99W



Burch Creek Bridge at eastside of Highway 99W



Burch Creek Bridge at westside of Highway 99W