



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

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

In compliance with the Americans with Disabilities Act and Title VI. If you need special assistance or translation services to participate in this meeting, please contact the City Clerk's Office at 530/824-7033 or via email at linnet@corning.org. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A. CALL TO ORDER: 2:15 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, Public Safety, Dispatcher, and Miscellaneous

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



**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

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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 will be Maggie Michael from Empower Tehama.
2. **Proclamation: January 2023 - Human Trafficking Prevention and Awareness Month.** Present to accept the Proclamation will be Maggie Michael from Empower Tehama.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

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

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.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

13. **Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Miscellaneous Bargaining Unit.**
14. **Authorize payment of Supplemental Invoice #3 to Walberg Inc. in the amount of \$307,432.10 for the Solano Street Improvement Project.**
15. **Approve Plans and Specifications and authorize Staff to solicit Bids for the Jennings Heights Subdivision Road Maintenance & Rehabilitation Project.**
16. **Award purchase of new 2022 Ford F-350 4x2 Pickup Truck to Corning Ford in the amount of \$56,397.56.**
17. **Confirm the Termination of the Temporary Emergency Water Usage Policy and Program for Unincorporated Tehama County Residents without Water**

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

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:

Lomeli:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, JANUARY 6, 2023

PROCLAMATION
January 2023
“NATIONAL STALKING AWARENESS MONTH”

WHEREAS under the laws of all fifty States, the U.S. Territories, the District of Columbia, and Federal Government, stalking is a crime;

WHEREAS 6 - 7.5 million people are stalked in a one-year period in the United States, and the majority of victims are stalked by someone they know;

WHEREAS 3 in 4 women killed by an intimate partner have been stalked by that intimate partner;

WHEREAS many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population;

WHEREAS many stalking victims are forced to protect themselves by relocating, changing their identities, changing jobs, and obtaining protection orders;

WHEREAS many stalkers use technology – such as cell phones, global positioning systems (GPS), cameras, and spyware to monitor and track their victims;

WHEREAS criminal justice systems can enhance their responses to stalking by regular training and assertive investigation and prosecution of the crime;

WHEREAS laws and public policies must be continually adapted to keep pace with new tactics used by stalkers;

WHEREAS communities can better combat stalking by adopting multidisciplinary responses by teams of local agencies and organizations, and by providing more and better victim services; and

WHEREAS, the Empower Tehama is joining forces with Victim Service providers, Criminal Justice Officials, and concerned Citizens throughout Tehama County and the United States to observe National Stalking Awareness Month.

NOW, THEREFORE BE IT RESOLVED that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim January 2023 as Stalking Awareness Month in the City of Corning. I applaud the efforts of the many victim service providers and encourage all citizens to become more informed of this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end stalking in all its forms in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 10th day of January 2023.

Robert Snow., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

PROCLAMATION

January 2023

“Human Trafficking Prevention and Awareness Month”

WHEREAS the United States was founded upon the principle that all people are created with the unalienable right to freedom, and the 13th Amendment to the Constitution makes slavery illegal;

WHEREAS human trafficking is modern-day slavery, claiming nearly 40 million victims worldwide, and found in the United States most often in the form of sexual exploitation, forced labor, involuntary servitude, and debt bondage;

WHEREAS although awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, misunderstanding of its definition, and the lack of awareness about its indicators;

WHEREAS increased community education on how to identify victims of human trafficking, as well as knowledge of available resources and services for those affected by this crime can help to restore freedom and dignity to survivors and diminish the number of future victims;

WHEREAS every business, community organization, faith community, family and individual can make a difference by choosing products not made by forced labor; working to protect our young people from sexual exploitation; addressing the problem of internet sex trafficking and pornography; and by acknowledging the problem and working toward solutions; and

WHEREAS the City of Corning joins Empower Tehama in their dedication to providing community outreach and education, legislative advocacy, training, promotion of services to survivors of human trafficking, and collaboration with law enforcement.

NOW, THEREFORE BE IT RESOLVED that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim January 2023 as Human Trafficking Prevention Month in the City of Corning. I encourage all citizens to become more informed of this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end trafficking in all its forms in our community. If you observe behavior that indicates possible human trafficking, contact the National Human Trafficking Hotline at 888-373-7888.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 10th day of January 2023.

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL SPECIAL MEETING MINUTES**

**TUESDAY, DECEMBER 6, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET**

OR

VIA ZOOM AT:

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRvJwZ1FSTFFtUT09>

Meeting ID: 934 294 8553, Passcode: 01252022

OR BY PHONE AT (720) 707- 2699

Meeting ID: 934 294 8553, Passcode: 01252022

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

B. ROLL CALL:

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

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE:

D. INVOCATION: Led by Councilor Burnett.

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

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

City Manager Kristina Miller announced the Breakfast with Santa this coming Saturday.

G. ADOPT RESOLUTION NO. 12-06-2022-01 ACCEPTING THE CANVASS OF VOTES AND RESULTS OF THE MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022.

Councilor Hargens moved to approve Resolution 12-06-2022-01 accepting the canvass of votes and results of Election held November 8, 2022; Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

H. RECOGNITION AND ISSUANCE OF OATH OF OFFICE TO NEWLY ELECTED OFFICIALS: City Clerk Lisa Linnet issued the Oath of Office to the following:

Mayor: Robert Snow

Councilmembers: David Demo and Lisa Lomeli

I. ADJOURNMENT: 6:35 p.m.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, DECEMBER 13, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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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 except Council Valerio. Councilor Hargens was present via Zoom.

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: 3:48 p.m.



**CITY OF CORNING
SPECIAL CITY COUNCIL STUDY SESSION
MINUTES
TUESDAY, DECEMBER 13, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 5:00 p.m.

E. ROLL CALL:

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

Mayor: Robert Snow

All members of the City Council were present including Councilor Hargens who was in attendance via Zoom.

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

D. BUSINESS FROM THE FLOOR: None.

E. FEE STUDY PRESENTATION AND DISCUSSION:

1. Presentation: By Eric Johnson of Revenue & Cost Specialists, Overview Meeting regarding the City's Comprehensive User Fee Cost Study of City's existing Departmental Fees.

Mr. Johnson provided a brief review of information previously presented to the City Council and then narrated a PowerPoint presentation which provided information on the following:

1. Fees that the City is currently receiving (\$288,853) for services provided.
2. Fees that the City could additionally receive for services provided; a difference of upwards of \$175,000 from what the City currently receives.
3. Presented and discussed the "Summary of Current Fees and Proposed Fees" (Appendix A).

City Manager Miller reiterated that most of the current fees have not been increased for more than 15 years, however costs to provide the services have increased substantially. It is harder to raise fees to catch up after 15+ years, rather than set up for instance an annual CPI increase.

Councilor Demo stated surprise that we weren't charging some fees, but also could not in good conscious agree to some of the proposed increase amounts. Mayor Snow concurred stating we have a hard enough time enticing new businesses, some of the proposed fees would deter small business growth.

Councilor Valerio stated that if it is a community-based event, an event that serves the community, he didn't feel that a fee should be charged.

By consensus of the City Council, they will review the proposed fees and information presented and revisit the discussion at the January 24th meeting. City Manager Miller asked that the City Council extend any questions and suggestions to her and responses by January 13th.

F. ADJOURNMENT!: 6:07 p.m.

Mayor Snow reported that Council met in Closed Session at 2:15 p.m. regarding Labor Negotiations and gave Staff direction.



**CITY COUNCIL
REGULAR MEETING MINUTES
THURSDAY, DECEMBER 13, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET
OR VIA ZOOM**

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRvJwZ1FSTFFtUT09>

Meeting ID: 934 294 8553, Passcode: 01252022

OR BY PHONE at (720) 707- 2699

Meeting ID: 934 294 8553, Passcode: 01252022

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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 including Councilor Hargens who was present via Zoom.

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

D. INVOCATION: Led by Councilor Hargens

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

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

- In was announced that the 91 Ford Truck that City Council authorized to be sold, sold for \$3,000.
- Fire Chief Tomlinson announced the date of the annual Christmas present wrap at the Fire Hall.
- Police Chief Fears introduced new Police Officer Dannette Ross.
- City Manager Miller announced that we may have a Special Meeting prior to the end of the year.

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 November 22, 2022 City Council Closed Session and Regular meetings with any necessary corrections.**
3. **December 9, 2022 Claim Warrant in the amount of \$858,259.76.**
4. **December 9, 2022 Business License Report.**
5. **November 2022 Wages & Salaries: \$484,204.49.**
6. **November 2022 Treasurer's Report.**
7. **November Building Permit Valuation Report in the amount of \$719,009.**
8. **November 2022 City of Corning Wastewater Operations Summary Report.**
9. **Authorize payment of invoice #23934 in the amount of \$6,728.10 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.**
10. **Authorize payment of invoice #23935 in the amount of \$3,043.71 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.**

Councilor Valerio moved to approve Consent Items 1-10; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

11. **Review Mayor's recommendations and appoint Vice Mayor and City Representatives to various Commissions/Committees.**

This item was introduced by City Manager Miller.

Following discussion, Councilor Demo moved to appoint Councilor Demo as Vice Mayor and approve the Mayor's recommended appointments of representatives to the listed Committees, Commissions, and Boards as listed below:

Vice Mayor: Councilman Dave Demo.

Tehama County Transportation Commission: Dave Demo

Tehama County Indian Gaming Local Community Benefit Committee: Robert Snow & Lisa M. Linnet.

Wayfinding Signs Adhoc Committee: Jose "Chuy" Valerio & Shelly Hargens

LAFCO (Tehama County Local Agency Formation Commission): Dave Demo

Tehama County Community Action Agency: Shelly Hargens

Tehama County Solid Waste Management Agency (JPA): Shelly Hargens, Alternate: Dave Demo

3CORE: Kristina Miller & Robert Snow

Corning Chamber of Commerce Non-Voting Representative: Jose "Chuy" Valerio
Corning Community Foundation: Lisa Lomeli
Senior Center Representative: Dave Demo
Tehama Vehicle Abatement Authority: Ron Robbins
NCCSIF: Kristina Miller & Jeremiah Fears
Airport Land Use Commission: Richard Poisson
Mosquito Abatement Authority: Ross Turner
Tehama County Flood Control & Water Conservation District Groundwater Commission:
Kristina Miller
AB3030 TAC: Steve Lindeman
Tehama County Integrated Waste Management Task Force (AB939): Steve Lindeman
Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli.**
Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.

12. Approve Deed Restriction for parcels purchased with Proposition 68 Park Development and Community Revitalization Grant Funds.

Presented by City Manager Kristina Miller. She explained that this is a requirement of the Grant Funding and comes with a limit that we cannot sell the property for a period of 20 years.

Councilor Hargens moved to approve the Deed Restrictions for Parcels purchased with Prop. 68 Park Development and Community Revitalization Grant Funds and authorize the City Manager to sign all associated documents. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

13. Adopt Resolution 12-13-2022-01 authorizing the City Manager to execute the Agreement for the purchase of property located at the northwest corner of Marin and 4th Streets, APN: 071-134-008-000 from David A. & Eileen Rodgers.

Presented by City Manager Kristina Miller who stated that this is the last step in the purchase process for this property. If approved, this will allow her to sign the final documents to close Escrow.

Councilor Demo moved to adopt proposed Resolution 12-13-2022-01 authorizing the City Manager to execute and finalize the Agreement and all associated documents relating to the purchase of the property located at the northwest corner of Marin and 4th Streets, Corning, CA, APN: 071-134-008-000 from David A. & Eileen Rodgers. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

14. Approve Agreement for P.O.S.T. Law Enforcement Police Trainee Academy Sponsorship.

Presented by Police Chief Jeremiah Fears. He stated that this was first brought before the Council in 2018 and approved; the Academy costs have increased by \$500 since that time. He introduced candidate Reynaldo Valencia.

Councilor Demo moved to approve the Agreement and Conditions for a City Sponsored Police Trainee to attend the P.O.S.T. Law Enforcement Training Academy and further extend this offer as a means to fill remaining and future vacancies through a Police Trainee Sponsorship Recruitment Option. Councilor Snow seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

15. Approve extending Awning Grant Program benefits option to businesses located on both sides of between 6th and West Streets.

Presented by City Manager Kristina Miller who explained that the Awning Grant Program was previously approved through 6th Street. She announced that we currently have one business interested that is on the other side of 6th Street.

Councilor Hargens moved to approve extending the Awning Grant Program Option to Businesses located on both sides of Solano Street between 6th Street and West Streets. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli.**
Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.

16. Approve Fundraising by Council and Community Members for ADA Swings and possibly an entire ADA Inclusive Park.

Presented by City Manager Kristina Miller stating that City Council Members Valerio and Lomeli along with local resident Justine Reddish approached her with this request to be brought before the City Council. She then briefed the Council on the proposal as well as her recommendations. She also stated that there will be a State Grant Round 5 coming up and explained the process.

Mayor Snow asked Councilors Lomeli and Valerio what is their goal? Council Lomeli responded stating that they were approached by someone from the County that is willing to provide some funding for inclusive swings. They just need to know where they could put them. They are still researching areas that would be best for this type of project.

Mayor Snow stated he would like to see proposals of where they would like to place the equipment, and the type of equipment that meets regulations. Councilor Lomeli stated that they are not looking to create a new Park. City Attorney Bogener stated that they will have to track the funds raised, and there would be some required reporting on their FPPC Form 700's.

By consensus of the Council, the Council approved the placement of inclusive swings/equipment at one of the City Parks to be determined following a meeting to coordinate the location(s) between City Staff and the requesting parties.

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: Reported on his attendance at the Tehama County Transportation Commission Meeting.

Lomeli: Nothing

Hargens: Nothing

Valerio: Announced the Chamber of Commerce January 28th "Corning Under the Stars" Installation and Community Awards Banquet to be held at the Corning Veterans Memorial Hall at 6pm.

Snow: Nothing

N. ADJOURNMENT: 7:38 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Mariana Brimm
Accounting Manager

DATE: January 4, 2023

SUBJECT: Cash Disbursement Detail Report for the
Tuesday January 10, 2023, Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A. Cash Disbursements	Ending 12-31-22	\$ 287,016.82
B. Payroll Disbursements	Ending 12-31-22	\$ 198,996.18
C. Cash Disbursements	Ending 01-04-23	\$ 115,217.91
GRAND TOTAL		<u>\$ 601,230.91</u>

REPORT.: Dec 30 22 Friday
 RUN....: Dec 30 22 Time: 14:09
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-22 thru 12-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034109	12/13/22	FIR17	FIRST NATIONAL BANK OMAHA	-649.83	221129u	Ck# 034109 Reversed
034122	12/13/22	CAR12	CARREL'S OFFICE SOLUTIONS	17.23	AR50202	Mat/Supplies-Library
034123	12/13/22	COM06	COMCAST	26.42	221212	Communications-PW Admin
034124	12/13/22	DUR01	DURHAM PUMP	46902.14	209617-IN	Well Repairs-Wtr Cap Improv
034125	12/13/22	FIR10	FIRST NATIONAL BANK OMAHA	129.90	11292022	Communications/Dispatch
034126	12/13/22	FIR17	FIRST NATIONAL BANK OMAHA	129.29	221129C	Admin-PW
034127	12/13/22	KIN14	KINETICS ACADEMY OF DANCE	660.00	221211	Rec Instructor-Rec
034128	12/13/22	KNI00	KNIFE RIVER CONSTRUCTION	895.70	282456	A/C Citywide-Str
034129	12/13/22	PAC29	PACE ANALYTICAL SERVICES,	87.75	221253628	Prof Svcs-Wtr Dept
				88.62	221253728	Prof Svcs-Wtr Dept
			Check Total.....	176.37		
034130	12/13/22	PAY01	PAYGOV.US LLC	2700.43	1099	Covid19-Finance
034131	12/13/22	PGE01	PG&E	1472.45	221207	Elec-Lennox,Clark Park,Lift Station
034132	12/13/22	QUI02	QUILL CORPORATION	19.38	29175529	Office Supplies-PW Admin
				9.26	29196304	Office Supplies-Finance
			Check Total.....	28.64		
034133	12/13/22	SUN16	SUNBEAM SOLAR OPERATIONS	9579.84	100185999	Elect-
034134	12/13/22	VCA01	VCA VALLEY OAK VETERINARY	118.59	473606901	K9 Program
034135	12/14/22	ATT17	AT&T	90.24	221130	Communications-Fire
034136	12/14/22	EXP02	EXPRESS EMPLOYMENT PROFES	1204.80	28376429	Temp Help-Finance
				903.60	28335801-	Temp Help-Finance
			Check Total.....	2108.40		
034137	12/14/22	FIR10	FIRST NATIONAL BANK OMAHA	2.70	112922	ACCRUED INTEREST ON CC
034138	12/14/22	FIR13	FIRST NATIONAL BANK OMAHA	3071.15	221129	MATERIALS/SUPPLIES-
034139	12/14/22	FIR14	FIRST NATIONAL BANK OMAHA	133.42	112922	ACCRUED INTEREST ON CC
034140	12/14/22	FIR16	FIRST NATIONAL BANK OMAHA	4117.41	221129	Mat/Supplies-
034141	12/14/22	SUN01	SUNRISE ENVIRONMENTAL	426.70	135347	Mat/Supplies-Fire
034142	12/14/22	SWR01	SWRCB	3453.00	WD0216720	RW2QCB Annual Permit
034143	12/15/22	CIV00	CIVICPLUS LLC	704.00	250279	Prof Svcs-City Clerk
034144	12/15/22	COR05	CORNING AUTO CENTER	51.75	51904	Veh Op/Maint-Police
				51.75	51905	Veh Op/Maint-Police
				51.75	51906	Veh Op/Maint-Police
				51.75	51907	Veh Op/Maint-Police
				51.75	51909	Veh Op/Maint-Police
				51.75	51911	Veh Op/Maint-Police
				51.75	51912	Veh Op/Maint-
			Check Total.....	362.25		
034145	12/15/22	DEM05	DEMO, DAVID LEWIS	22.75	221215	Conf/Mtgs-City Coucil
034146	12/15/22	DOW01	DOWN RANGE	339.93	588133	Uniforms/Clothing-Police
034147	12/15/22	HEW01	HEWITT, MATTHEW	85.01	133218	Uniforms/Clothing-Police
034148	12/15/22	HIN01	HINDERLITER, DE LLAMAS &	2136.85	SIN023582	Prof Srvc-Finance
034149	12/15/22	MIL14	MILLER, KRISTINA	580.43	221215	Conf/Mtgs-City Admin-
				22.75	221215A	Conf/Mtgs-City Admin
			Check Total.....	603.18		
034150	12/15/22	PGE2A	PG&E	210.29	221227	Elect-
034151	12/15/22	QUI02	QUILL CORPORATION	61.39	29320866	Office Supplies-
				74.48	29324671	Office Supplies-
				56.88	29350449	Office Supplies-
				188.45	29416091	Office Supplies-
				11.84	29487487	Material/Supplies-City Council
			Check Total.....	393.04		
034152	12/15/22	RED00	RED BLUFF DAILY NEWS	104.19	6716484	Print/Advertise-City Clerk
				114.61	6716492	Print/Advert.-City Clerk
				125.02	6716682	Print/Advertise-City Clerk
			Check Total.....	343.82		
034153	12/15/22	RES04	RESERVE ACCOUNT	3000.00	221215	Communications-

REPORT.: Dec 30 22 Friday
 RUN....: Dec 30 22 Time: 14:09
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-22 thru 12-22 Bank Account.: 1020

PAGE: 002
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034154	12/15/22	REY01	REYNOLDS, DONALD C.P.A	4500.00	29170	Prof Svcs-Finance
034155	12/15/22	RIO00	RIOS, DOMINGO HENRY	150.00	221215	Safety Items-PW Admin
034156	12/15/22	TPX00	TPX COMMUNICATIONS	1121.32	164329850	Communications-
034157	12/15/22	VER02	VERIZON WIRELESS	228.06	921887914	Prop 30-MDC
034158	12/16/22	NOR09	NORTHERN CALIF TITLE COMP	70742.13	221216	Escrow No. 19249-DM-Gen City
034159	12/19/22	ARA02	ARAMARK UNIFORM SERVICES	88.05	066169203	Mat/Supplies-Bldg Maint
				88.05	066174543	Mat/Supplies-Bldg Maint
			Check Total.....	176.10		
034160	12/19/22	ATT13	AT&T	778.93	221216	Communications-Dispatch
034161	12/19/22	EMP01	EMPIRE INSIGNIAS	255.00	221212	Uniforms/Clothing Police
034162	12/19/22	IND03	INDUSTRIAL POWER PRODUCTS	151.16	366127	Cleaning Contract-Streets
034163	12/19/22	KN100	KNIFE RIVER CONSTRUCTION	1151.54	282784	A/C Citywide-Str
034164	12/19/22	LIN01	LINCOLN AQUATICS, INC.	1868.89	SN093385	Mat/Supplies-Pool
034165	12/19/22	PAC29	PACE ANALYTICAL SERVICES,	76.02	221277528	Prof Svcs-Wtr Dept
				57.23	221279028	Prof Svcs-Wtr Dept
				176.37	221279328	Prof Svcs-Wtr Dept
			Check Total.....	309.62		
034166	12/19/22	PGE09	PG&E	214.23	221219	Elect-Stonefox L&L-Z1,D2
034167	12/19/22	PGE2A	PG&E	46.55	221219	Elect-Blue Heron Ct
034168	12/19/22	PGE2B	PG&E	140.73	221215	Solar-WWTP
034169	12/19/22	QUI02	QUILL CORPORATION	129.98	29416060	Mat/Supplies-Fire
034170	12/19/22	RDO00	RDO EQUIPMENT CO.	151.47	P9232876	Equip Maint-
034171	12/19/22	TEH16	TEHAMA COUNTY SHERIFF'S O	451.69	1424	Vehicle Operation/Maint-Police
034172	12/19/22	VAL11	VALLEY PACIFIC PETROLEUM	1935.90	576176	Mat&Supplies-
				1409.69	576177	Veh Op/Maint-
				51.42	576178	Veh Op/Maint-Fire
			Check Total.....	3397.01		
034173	12/20/22	MOL06	Moller, Phillip	1100.00	221219	Landscape Maint-Parks(Art Projects)
034174	12/20/22	QUI02	QUILL CORPORATION	10.07	29416060A	Taxes on Inv#29416060
034175	12/22/22	ARA02	ARAMARK UNIFORM SERVICES	88.05	066180089	Mat/Supplies-Bldg Maint
034176	12/22/22	DEM03	DEMO, CHRIS	150.00	221220	Safety Items-PW Admin
034177	12/22/22	DEP12	DEPT OF JUSTICE	35.00	625744	Professional Services/Police
034178	12/22/22	ECO05	ECORP CONSULTING, INC.	270.00	98694	Prof Svcs-Planning
034179	12/22/22	EMP03	EMPOWER TEHAMA	44060.54	10312022	Empower Tehama-Prop 47(2)
034180	12/22/22	TEH34	TEHAMA COUNTY PROBATION	71.74	2021-209	Material/Supplies-Parks
034181	12/28/22	ARA02	ARAMARK UNIFORM SERVICES	88.05	506618610	Mat/Supplies-Bldg Maint
034182	12/28/22	ATT02	AT&T	464.35	19267402	Communications-
034183	12/28/22	BAK01	BAKER AND TAYLOR	55.84	037203976	Books/Periodic. Library
034184	12/28/22	CAL45	CAL FIRE	2950.22	1489702	Cleaning Contract-Str
034185	12/28/22	COR08	CORNING LUMBER CO INC	16.24	212300190	Build Maint-Police
034186	12/28/22	EVE07	EVERGREEN JANITORIAL SUPP	266.87	60572	Material/Supplies-Parks
034187	12/28/22	EXP02	EXPRESS EMPLOYMENT PROFES	1174.68	28394212	Temp.Help/Finance-Destiny Lopez
034188	12/28/22	LEH03	LEHR AUTO	10649.08	SI82101	Vehicle Rep./Capital Improv.-Police
034189	12/28/22	PAC29	PACE ANALYTICAL SERVICES,	176.37	221304428	Prof Svcs-Wtr Dpt
034190	12/28/22	S&L00	S & L BREWER ENTERPRISES	250.00	22CORN12	K9 PROGRAM-POLICE
034191	12/28/22	SWR01	SWRCB	7506.26	LW1041292	Req Pymts State-Wtr
				1738.00	SW0249778	SWRCB Annual Permit-WWTP
				11381.00	WD0216940	RWQCB Annual Permit-WWTP
			Check Total.....	20625.26		
034192	12/28/22	TEH31	TEHAMA COUNTY MOSQUITO &	166.09	220701	Gen Ins- Gen City

REPORT.: Dec 30 22 Friday
 RUN....: Dec 30 22 Time: 14:09
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-22 thru 12-22 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034193	12/28/22	WAL02	WALKER PRINTING	97.60	42468	Material/Supplies-Police
034194	12/28/22	XER00	XEROX CORPORATION	22.72	017800167	Equipment Maint-Dispatch
034195	12/30/22	COM01	COMPUTER LOGISTICS, INC	3720.00	83853	Equip Maint-
034196	12/30/22	COR2A	CORNING MINI STORAGE	80.00	32802	Mat/Supplies-Rec
034197	12/30/22	EXP02	EXPRESS EMPLOYMENT PROFES	941.25	28434607	Temp Help-Finance
034198	12/30/22	INL01	INLAND BUSINESS SYSTEMS	109.36	IN3169158	Equipment/Communicatios-
034199	12/30/22	LNC01	LN CURTIS & SONS	103.40	INV661253	Safety Items-Fire
034200	12/30/22	MCC07	MCCOY'S HARDWARE & SUPPLY	719.57	221229	Material/Supplies-
034201	12/30/22	PGE01	PG&E	28425.52	221229	Electricity General City-
034202	12/30/22	WAL02	WALKER PRINTING	373.23	42485	Material/Supplies-Animal Control
Cash Account Total.....:				287016.82		
Total Disbursements.....:				287016.82		
Cash Account Total.....:				.00		

REPORT.: Dec 30 22 Friday
 RUN....: Dec 30 22 Time: 14:09
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 12-22 thru 12-22 Bank Account.: 1025

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 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13544	12/15/22	BAN03	POLICE OFFICER ASSOC.	275.00	C21215	POLICE OFFICER ASSOC
13545	12/15/22	CAL37	CALIFORNIA STATE DISBURSE	138.46	C21215	WITHHOLDING ORDER
13546	12/15/22	DEP21	US DEPARTMENT OF THE TREA	336.79	C21215	WageAssign#WG2283922
13547	12/15/22	EDD01	EMPLOYMENT DEVELOPMENT	5398.76 1602.81	C21215 1C21215	STATE INCOME TAX SDI
Check Total.....:				7001.57		
13548	12/15/22	FED00	FEDERAL PAYROLL TAXES (EF	15155.00 18558.92 4342.84	C21215 1C21215 2C21215	FEDERAL INCOME TAX FICA MEDICARE
Check Total.....:				38056.76		
13549	12/15/22	MIS03	MISSIONSQUARE - PLAN#3020	3313.16 215.00	C21215 1C21215	ICMA DEF. COMP ICMA DEF. COMP ER PD
Check Total.....:				3528.16		
13550	12/15/22	PERS1	PUBLIC EMPLOYEES RETIRE	24857.91	C21215	PERS PAYROLL REMITTANCE
13551	12/15/22	PERS4	Cal Pers 457 Def. Comp	2968.41 392.50	C21215 1C21215	PERS DEF. COMP. PERS DEF. COMP. ER P
Check Total.....:				3360.91		
13552	12/15/22	STA04	STATE OF CALIFORNIA	459.08	C21215	WAGEASN CS#571350142
13553	12/15/22	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C21215	WageOrder F#20000149
13554	12/15/22	VAL06	VALIC	2334.00 142.50	C21215 1C21215	AIG VALIC P TAX AIG VALIC P TAX ER P
Check Total.....:				2476.50		
13566	12/29/22	BAN03	POLICE OFFICER ASSOC.	275.00	C21228	POLICE OFFICER ASSOC
13567	12/29/22	CAL37	CALIFORNIA STATE DISBURSE	138.46	C21228	WITHHOLDING ORDER
13568	12/29/22	DEP21	US DEPARTMENT OF THE TREA	336.79	C21228	WageAssign#WG2283922
13569	12/29/22	EDD01	EMPLOYMENT DEVELOPMENT	5224.43 1393.78	C21228 1C21228	STATE INCOME TAX SDI
Check Total.....:				6618.21		
13570	12/29/22	FED00	FEDERAL PAYROLL TAXES (EF	14622.26 16253.00 3985.48	C21228 1C21228 2C21228	FEDERAL INCOME TAX FICA MEDICARE
Check Total.....:				34860.74		
13571	12/29/22	PERS1	PUBLIC EMPLOYEES RETIRE	24620.31	C21228	PERS PAYROLL REMITTANCE
13572	12/29/22	PERS4	Cal Pers 457 Def. Comp	275.00	C21228	PERS DEF. COMP.
13573	12/29/22	STA04	STATE OF CALIFORNIA	459.08	C21228	WAGEASN CS#571350142
13574	12/29/22	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C21228	WageOrder F#20000149
13575	12/29/22	VAL06	VALIC	100.00	C21228	AIG VALIC P TAX
13576	12/30/22	AFL01	AMERICAN FAMILY LIFE	1440.99 189.42	C21231 1C21231	AFLAC INS.PRE TAX AFLAC INS.AFTER TAX
Check Total.....:				1630.41		
13577	12/30/22	BLU02	BLUE SHIELD OF CALIFORNIA	18322.99	C21231	MEDICAL INSURANCE
13578	12/30/22	OEU01	OPERATING ENGINEERS #3	24985.00	C21231	MEDICAL INSURANCE
13579	12/30/22	OEU02	OPERATING ENG. (DUES)	268.00 670.00 600.00 960.00	C21231 1C21231 2C21231 3C21231	UNION DUES MGMNT UNION DUES POLICE UNION DUES DISPATCH UNION DUES MISC
Check Total.....:				2498.00		
13580	12/30/22	PRI04	PRINCIPAL LIFE INSURANCE	1981.03 267.04 915.20	C21231 1C21231 2C21231	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
Check Total.....:				3163.27		
Cash Account Total.....:				198996.18		
Total Disbursements.....:				198996.18		

REPORT.: Jan 04 23 Wednesday
 RUN...: Jan 04 23 Time: 16:56
 Run By.: MARY BRIMM

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

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 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034203	01/03/23	COR07	CORBIN WILLITS SYSTEMS, I	713.43	230103	Equipment Maint -
034204	01/03/23	COR09	CORNING CHAMBER OF COMM.	1000.00	230103	CngChamberComm. Economic
034205	01/03/23	MOO07	MOORE & BOGENER, INC.	5525.00	000C301031	CONSULTING SVCS-LGL SVCS
034206	01/03/23	NEL00	NELSON, JEFFREY NEIL	54.70	000C301011	PROF SVCS-FIRE DEPT
034207	01/03/23	OCH01	OCHOA CLEANING	4370.00	C30103	JANITORIAL SERVICES -
034208	01/03/23	PIT01	PITNEY BOWES	183.80	000C301011	Rents/Leases Finance Dept
034209	01/03/23	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C301011	PROF SVCS-FIRE DEPT
034210	01/03/23	\A093	ARISHTI LLC	13.68	000C30101	MQ CUSTOMER REFUND FOR ARI0009
034211	01/03/23	\C112	GERONIMO CASTILLO	90.66	000C30101	MQ CUSTOMER REFUND FOR CAS0074
034212	01/03/23	\N046	ROSA NINO	17.15	000C30101	MQ CUSTOMER REFUND FOR NIN0002
034213	01/03/23	\W050	DELORES WELSH	43.44	000C30101	MQ CUSTOMER REFUND FOR WEL0039
034214	01/04/23	ATT15	AT&T MOBILITY	694.69	221219	Communications-
034215	01/04/23	CAL35	CALIFORNIA BUILDING STAND	56.00	20221231	SB 1473-Bldg & Safety
034216	01/04/23	DEP09	DEPT OF CONSERVATION	301.98	230104	StrongMotion Bldg & Safet
034217	01/04/23	DOW01	DOWN RANGE	263.78	591241	Safety Item/Police
034218	01/04/23	EXP02	EXPRESS EMPLOYMENT PROFES	903.60	28463001	Temp Help-Finance
034219	01/04/23	FIR05	FIRST NATIONAL BANK OMAHA	66.64	221228	First National Bank CC-Lisa
034220	01/04/23	FIR11	FIRST NATIONAL BANK OMAHA	926.73	221228	First National Bank CC-Tom
034221	01/04/23	FIR13	FIRST NATIONAL BANK OMAHA	6786.80	221228	First National Bank CC-Jennifer
034222	01/04/23	FIR20	FIRST NATIONAL BANK OMAHA	40.14	221228	Material/Supplies-Water
034223	01/04/23	GAY02	GAYNOR TELESYSTEMS, INC	1890.00	000042010	Communications-
034224	01/04/23	HOU00	HOUSING TOOLS	780.00	2593	Prof Svcs- Gen City
034225	01/04/23	MOO07	MOORE & BOGENER, INC.	210.00	13595	Bohme-Lgl Svcs
034226	01/04/23	PES01	PESTMASTER SERVICES, INC.	990.79	252751	Tree/Pest Weed Spray-
034227	01/04/23	PGE2A	PG&E	79.40	221230	Elect-Corning Comm Park
				301.08	230104	Elect-Martini Plaza
			Check Total.....:	380.48		
034228	01/04/23	PGE2B	PG&E	11107.97	221230	Elect-WWTP
034229	01/04/23	QUI02	QUILL CORPORATION	42.01	29602633	Office Supplies-FIRE
				30.58	29732883	Office Supplies-Finance
			Check Total.....:	72.59		
034230	01/04/23	REY05	R.E.Y. ENGINEERS, INC.	20287.01	24061	Prof Svcs Admin ATP West St School
				22575.91	24062	Prof Svcs Admin ATP Olive View School
			Check Total.....:	42862.92		
034231	01/04/23	RIV04	RIVER CITIES COUNSELING,	34766.24	768	Counselor-Prop 47 Cycle 2
			Cash Account Total.....:	115217.91		
			Total Disbursements.....:	115217.91		

Date.: Jan 4, 2023
Time.: 2:15 pm
Run by: MARY BRIMM

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
CAPITOL GARAGE DOOR	GEN CONST. INC.	SACRAMENTO, CA 95841	GENERAL CONTRACTOR	12/13/22
CVE CONTRACTING GROU DBA	CENTRAL VALLEY ENV.	FRESNO, CA 93722	ABATEMENT AND DEMOLITION CONTRACTOR	12/16/22
WHELCHEL CONSTRUCTIO 1726	JETTA CT	CHICO, CA 95926	GENERAL CONSTRUCTION	12/20/22

CITY OF CORNING
TREASURER'S REPORT
DECEMBER 2022

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

Respectfully submitted:

Laura L. Calkins
City Treasurer

22436	12/14/2022	Online Application	071-140-042-000	2185 Solano St.	KULLAR, SUKHWINDER SINGH; DBA Liquor Cabinet #1	2185 Solano St.	Corning	96021	Building	\$58,000
22435	12/14/2022	approved " FEES DUE "	071-192-041-000	1868 Scott Ave.	DE LUNA, GABINO MARQUEZ & MENDOZA, DELIA	1868 SCOTT AVE	Corning	96021	Solar	\$35,500
22434	12/13/2022	Online Application	071-152-007-000	1901 McKinley Ave.	THOMPSON, JAMES E	1901 MCKINLEY AVENUE	Corning	96021	Building	\$102,690
22433	12/7/2022	PENDING	071-113-005-000	560 4 th St.	LACY, JOHN L & LESLIE D	560 4TH ST	Corning	96021	Solar	\$31,299
22432	12/6/2022	Finald	073-066-006-000	820 Marin St.	ST ANDREW EPISCOPAL	DBA CHURCH P O BOX 276 CORNING CA 96021			Mechanical	\$3,500
22431	12/5/2022									\$0
22430	12/2/2022	Online Application							Electrical	\$550
22429	12/2/2022	ISSUED	087-090-061-000	3375 Sunrise Way	MCDONALDS CORP	% BURINGTON, MARK 2289 IVY ST CHICO CA 95928			Signs	\$3,000
22428	12/2/2022	PENDING	071-262-012-000	1527 West St.	CONTRERAS, CESAR	1527 WEST ST	Corning	96021	Solar	\$24,000
22427	12/1/2022	Approved	071-232-004-000	1361 West St.	MONTGOMERY, DANA B ETAL	1361 WEST ST	Corning	96021	Solar	\$39,000
22426	12/1/2022	approved " FEES DUE "	073-240-004-000	270 Marty Ct.	MARTIN, KATHY	270 MARTY CT CORNING CA 96021			Roof	\$2,000
0	12/12/2022									\$0
										\$992,491

Total Records: 43

1/2/2023



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT DECEMBER 2022

Below is a summary of the monthly operations report that will be available for review in January 2023.

- Completed monthly reports
- Peterson Cat on site for annual emergency generator service
- Held staff meeting to discuss facility operations and issues
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Completed testing of chemical release sensors
- Calibrated SO₃ analyzer
- Inspected all fire extinguishers
- Calibrated gas detector
- Exercised emergency generator
- Submitted ESMR/DMR report to Regional Board
- Completed monthly receiving water sampling and analysis.

- Completed monthly facility inspection
- Completed pretreatment inspections at several restaurants.
- Calstar Energy on site for annual chemical room exhaust fan inspection.
- Pacific Crane on site for annual chemical hoist inspection.
- Completed inspections on collection system trouble spots
- Inframark staff responded to sewer overflow on Sunrise Way, blockage was cleared and all regulatory agencies were notified. Clean-up was completed and grease trap inspection was performed at Mc Donalds Restaurant.
- Inframark staff assisted public works to clear stormwater blockage on Colusa and First street.

December 2022

Effluent Flow Monthly Average= 700,451 GPD

ITEM NO.: G-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

January 10, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

SUMMARY:

Staff requests Council authorize payment of invoice #24061 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$20,287.01. This will be the sixteenth payment for this contract.

A summary of work completed between November 1st to November 30th 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 #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



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 24061
Date 12/13/2022

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

Professional services through November 30, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	145,000.00	75.16	108,980.06	95,900.06	13,080.00
3 Right of Way	15,000.00	50.00	7,500.00	292.99	7,207.01
4 Utility A Letters	0.00	100.00	884.42	884.42	0.00
Total	190,000.00	77.20	147,364.48	127,077.47	20,287.01

Invoice total 20,287.01

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23934	11/17/2022	6,728.10	6,728.10				
24061	12/13/2022	20,287.01	20,287.01				
	Total	27,015.11	27,015.11	0.00	0.00	0.00	0.00



December 13, 2022

City of Corning
 794 Third Street
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: West Street Elementary School Connectivity
 Project Period: November 1 – November 30, 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
 - Preparation of 90% plans, specifications
- Right of Way
 - Prepare utility relocation exhibit for ATT
- 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:

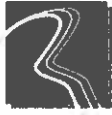
- No issues or concerns this month

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	75.16%	\$108,980.06
3 Right of Way	\$15,000.00	50%	\$7,500
Additional Tasks			
4 Utility A Letters		100%	\$884.42



R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERS | LAND SURVEYORS | LIDAR

Total	\$190,000.00	77.20%	\$147,364.48
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Submitted By,

A handwritten signature in cursive script that reads "Aaron Brusatori".

Aaron Brusatori, PE

ITEM NO.: G-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
January 10, 2023

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

SUMMARY:

Staff requests Council authorize payment of invoice #24062 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$22,575.91. This will be the sixteenth payment for this contract.

A summary of work completed between November 1st to November 30th 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 #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.



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 24062
Date 12/13/2022

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

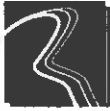
Professional services through November 30, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	133,000.00	75.00	99,750.00	83,039.79	16,710.21
3 Right of Way	12,000.00	50.00	6,000.00	134.30	5,865.70
4 Utility A Letters	0.00	100.00	643.82	643.82	0.00
Total	175,000.00	77.65	136,393.82	113,817.91	22,575.91

Invoice total 22,575.91

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23935	11/17/2022	3,043.71	3,043.71				
24062	12/13/2022	22,575.91	22,575.91				
Total		25,619.62	25,619.62	0.00	0.00	0.00	0.00



December 13, 2022

City of Corning
 794 Third Street
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: Olive View Elementary School Connectivity Project
 Period: November 1 – November 30, 2022

Work Performed This Period:

- Preliminary Engineering
 - Project Management
 - Status Report
 - Bi weekly check in call(s)
 - Environmental Services
 - No work this month
 - Topo / Boundary
 - No work this month
 - Additional topo extraction
 - Preliminary Design
 - No work this month
 - PS&E
 - 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	75%	\$99,750.00
3 Right of Way	\$12,000.00	50%	\$6,000.00
Additional Tasks			
4 Utility A Letters		100%	\$643.82
Total	\$175,000.00	77.65%	\$136,393.82

Submitted By,

Aaron Brusatori, PE

ITEM NO. J-13
RATIFY MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY AND THE CITY OF CORNING
MISCELLANEOUS BARGAINING UNIT
January 10, 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 Miscellaneous 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 18 Uniform Allowance: Following City Council ratification of the Memorandum of Understanding:**

Effective January 1, 2023, the City agrees to increase the allowance for jeans from \$30 per pair to \$40 per pair.

Effective January 1, 2023, the City agrees to increase boot allowance from \$225 per year to \$250 per year.

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 \$51,950, and the one-time 3% off the-schedule payment one-time payment for employees in this Unit will cost \$37,678 in FY 2022/2023; plus, the 3% - 5% increase in FY 2023/2024 at \$68,000, and \$72,000 in FY 2024/2025. The three-year maximum increase in cost to salaries excluding the off-schedule payment is \$191,950. (These costs were based on a maximum increase of 5% per year.)
2. **Pant Allowance Increase:** The maximum annual increase in cost will be \$400 annually.
3. **Boot Allowance Increase:** The maximum annual increase in cost will be \$200 annually.

RECOMMENDATION:

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



MEMORANDUM OF UNDERSTANDING
Between
CITY OF CORNING
and
OPERATING ENGINEERS UNION LOCAL NO. 3
of the
INTERNATIONAL UNION OF OPERATING
ENGINEERS AFL-CIO
for
MISCELLANEOUS UNIT

Effective: January 1, 2023 - December 31, 2025

Ratified _____
Approved by City Council: _____

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between **OPERATING ENGINEERS LOCAL UNION NO. 3**, of the International Union of Operating Engineers, AFL-CIO, 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.). This Memorandum of Understanding supersedes and replaces all previous Memorandum of Understanding between the parties.

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 the Operating Engineers Local No. 3 of the International Union of Operating Engineers, AFL-CIO.

C. **Employee**: The term "Employee", as used herein, shall mean all Employees of the Miscellaneous Unit as 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 CHECK OFF

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

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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 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 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:

- (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 all City citizens, taxpayers, and employees.

ARTICLE 6 UNION RIGHTS

6.1 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.

6.2 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.

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

6.4 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. Solicitation for membership shall not be conducted during working time.

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 the Employee at all stages of disciplinary action.

6.6 The Union may select two (2) Employees as Union Stewards.

6.7 In addition to his regularly assigned work, the Union Steward 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 Steward 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 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.

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 Employer and the Union shall 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 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 date. Employees may advance to the next step in the pay schedule after 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.

Wage Increase:

- A. 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.
- B. Effective January 1, 2024, all members represented by this Memorandum of Understanding shall receive a salary increase to their base monthly salary of 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 a floor of 3.0% and a ceiling of 5.0%.
- C. Effective January 1, 2025, all members represented by this Memorandum of Understanding shall receive a salary increase to their base monthly salary of 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 a floor of 3.0% and a ceiling of 5.0%.

10.2 At the time of employment placement in Step 1 through 5 of the salary range within each classification shall be determined by the City. The Employees agree to abide by the City's decision.

10.3 Employees will be eligible for LONGEVITY INCENTIVE PAY under the following conditions:

- (A) Qualifying employees will receive a longevity incentive pay increase to be added to their base rate as follows:
 - 1. 3% after 10 years, effective first pay period after anniversary date.
 - 2. 6% after 15 years, effective first pay period after anniversary date, (not compounded with the 3%).

ARTICLE 11 OUT OF CLASSIFICATION PAY

11.1 A Public Works field employee who is assigned, by the Director of Public Works and with prior approval by the City Manager, to work out of Classification in a higher level Class for one (1) hour or more shall be paid at Step 1 of higher Salary rate of the assigned Classification, or 5% above the Employee's permanent pay step rate whichever is higher.

- (A) When assigned by the Director of Public Works and with prior approval by the City Manager, to work out of Classification as an Equipment Operator, a Maintenance Worker shall be paid for the operation of the following equipment: Backhoe, Loader, Motor Grader, Roller, Tree Pruning Tower, Paving Machine.
- (B) When a Maintenance Worker is assigned by the Director of Public Works and with prior approval by the City Manager, to work out of Classification as a "Journey Level Carpenter", the Employee shall be paid 5% above the Employee's permanent pay step rate.

11.2 Upon the recommendation of the Director of Public Works and prior approval by the City Manager, an Employee in the Classification of Public Works Maintenance Worker, Equipment Operator, and Equipment Mechanic/Maintenance Worker shall receive Specialty Pay in accordance with the following:

- (A) For holding a valid State of California Water Treatment Operator Grade I Certificate, the Employee shall receive Specialty Pay of 2 1/2% above their current pay step rate.
- (B) For holding a valid State of California Water Treatment Operator Grade II Certificate, the Employee shall receive Specialty Pay of 5% above their current pay step rate. This rate is not to be compounded for those employees holding a Water Treatment Operator Grade I Certificate. The maximum premium pay for both certificates is 5%.
- (C) For holding a valid State of California Certified Distribution Operator D-2 Certificate the Employee shall receive Specialty Pay of 5% above their current pay step rate.

11.3 An employee who is assigned the temporary duties of a superior position by the City Manager and/or his/her designee shall receive premium pay of five percent (5%) above his/her present salary for the length of such service.

11.4 Bi-lingual Pay: Shall receive an additional 2.5% pay for a total of 5% of base pay for up to three employees 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) under the following conditions:

- (A) An employee must be certified as bi-lingual and assigned the duties by the City Manager.
- (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.

11.5 The City agrees to provide Educational Incentive Pay to all members of this

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bargaining unit who show proof of earning the following degrees, provided that the degrees bear a rational relationship to City employment. Such determination to be made in the sole, unreviewable discretion of the City Manager:

- (A) Employees who possess an AA/AS Degree shall be paid an additional 2.5% above their current step rate for all hours worked.
- (B) Employees who possess an BA/BS Degree shall be paid an additional 5% above their current step rate for all hours worked.

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, will be established and coordinated by the City Manager, to review alternate health plans. A non-binding Committee Report will be made to the City and the Union. The committee

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will study both the health plan and the short-term disability and "cafeteria" plans.

Upon receipt of the committee's report, the City or the Union, upon the request of either, will meet and confer on the recommendations of the committee.

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 The regular workday shall be eight (8) hours, exclusive of mealtime. The regular workweek shall not exceed forty (40) hours per week on duty. Workweeks shall be scheduled by the Employer to provide for five (5) consecutive days on duty and two (2) consecutive days off duty. All time worked in excess of the regular workday or workweek shall be considered overtime. The City shall have the right to assign employees to five (5) consecutive days on duty, which includes Saturday and/or Sunday, provided that those days are part of the five (5) consecutive days on duty.

ARTICLE 14 OVERTIME

14.1 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 cash payments for overtime worked will be made on the regular salary check in the next succeeding pay period in which it was earned. The only exception is holiday pay. (See Article 19)

14.4 Compensatory Time in Lieu of Overtime (CTO): Effective January 1, 2020, 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 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.

ARTICLE 15 STAND-BY COMPENSATION

15.1 When the Employer 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, he/she shall be compensated for such stand-by time at the rate of two (2) hours of straight-time compensation by cash for each accumulated eight (8) hours of stand-by.

15.3 The City reserves the right to close the Corporation Yard or any other facility if the City determines, in its sole discretion, that the facility need 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 THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

CALLBACK COMPENSATION

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

16.2 Employer will compensate the Employee a minimum of three (3) 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 three (3) 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.

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

17.3 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.

17.4 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.

17.5 Family Leave shall be administered in accordance with applicable State and Federal law.

17.6 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, inlaws, grandparents and grandchildren. The City agrees to not charge Bereavement Leave 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.

17.7 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.

17.8 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 reimburse by the Employee's health insurance.

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

17.10 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 for 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 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 17.3 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 use 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 18
UNIFORM ALLOWANCE**

18.1 The City agrees to furnish, at no cost to the Employees, necessary foul weather gear and safety items required and determined by the City. During the term of the MOU, the City will work with Bargaining Unit Members to obtain new safety reflective water proof Gore-Tex Carhartt brand pants and jackets, and rubber boots with steel toes and shanks, ~~effective January 1, 2020.~~

18.2 ~~Effective the start of the pay period beginning July 1, 2020,~~ The City agrees to furnish Public Works Crew Members:

- a. The City will provide five (5) long or short sleeve shirts each year;
- b. The City will reimburse employees for the purchase of five (5) pair of dark blue jeans each year. The City will reimburse up to **forty (\$40)** dollars per pair upon proof of purchase. All employees must participate in the purchase of said dark blue jeans.
- c. Should any City provided clothing be damaged on the job, the City agrees to replace it at no expense to the employee. Shirts or pants that are damaged on the job refer to those that are ripped or torn and cannot be mended.
- d. The City agrees to provide two (2) coveralls per week to each employee desiring coveralls. Soiled coveralls are exchanged for laundered coveralls.
- e. The City agrees to provide rubber boots and gloves.
- f. The City agrees to provide one (1) reflective class 2, zipper front with hood sweatshirt each year.

18.3 For Public Works Crewmembers, the Boot Allowance for field Staff is **\$250** per year towards safety field boots subject to verification that the boots purchased meet CAL OSHA Standards (the boots must meet American National Standards Institute [ANSI] Z41-PT99 or American Society for Testing & Materials [ASTM] F24113-05). The allowance will be paid during January of each year.

18.4 All Community Service Officers shall be issued the following clothing items at the time of employment and maintained at this level by the City:

- a. Five (5) shirts.
- b. Five (5) pair of uniform pants.
- c. A Boot Allowance in the amount of **\$250 per year**.

The employer agrees to replace, at no cost to the Employee, any item of uniform clothing damaged in the line of duty.

ARTICLE 19 HOLIDAYS AND HOLIDAY PAY

- 19.1 The employees shall receive the following eleven scheduled holidays off with pay:
- (1) New Year's Day
 - (2) Martin Luther King Jr. Day
 - (3) President's Day
 - (4) Memorial Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Veterans Day
 - (8) Thanksgiving Day
 - (9) Post Thanksgiving Day
 - (10) Christmas Eve Day
 - (11) Christmas Day

Effective January 1, 2020, in addition to the scheduled Holidays above, each employee shall be credited with 16 hours of floating Holidays on January 1 and July 1 of each year. Floating Holidays shall be taken in the calendar year credited, at a time and manner mutually agreed to by the employee and their Supervisor.

(A) Employees accrue 16 hours of Floating Holiday on January 1st and July 1st giving each employee 32 hours per calendar year to be used before December 31st of that year or they lose these hours.

(B) To receive Floating Holiday hours, a new employee must be hired within the first quarter in which the accrual takes place. The employee must have a hire date before April 1st to receive 16 hours for January 1st or the hire date must be before October 1st to receive 16 hours for July 1st.

19.2 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.

19.3 An Employee who is called back to work on a holiday, which is also his day off, shall be granted a day off at a time mutually agreeable to the Employer and the Employee, plus time and one-half for the actual hours worked. This Section shall be applied in addition to Article 14.

19.4 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.

19.5 Veterans Day (November 11th) 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 20 457 DEFERRED COMPENSATION PLAN

The City will 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 one hundred twenty (120) hours per year after one (1) year and during the first seven (7) years of employment. **Newly hired employees may use their vacation hours after six (6) months of 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 fifteen (15) 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; and
- (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.

22.2 The Employee shall have the option of converting up to twenty-five (25%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. The Employee may exercise the payoff option only two times (2) per fiscal year with five (5) working days' notice to payroll, or up to 50% once a fiscal year.

ARTICLE 23 PROBATION PERIOD AND EVALUATION

23.1 All Employee evaluations should be made by the Employee's immediate supervisor or the Employee's Department Head when possible. 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 six (6) months. 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.

23.3 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 and the next step advancement.

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 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 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 specify 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 SPECIAL PROVISIONS

25.1 The City no longer requires the Public Works Employees to maintain a Commercial

Driver's License and has already stopped the practice of paying for the required Medical Physical Examinations needed for any renewals.

The City does not currently require random drug testing of employees in the Miscellaneous Bargaining Unit.

The City will maintain the right to conduct drug testing if there is a reasonable suspicion that an employee is impaired by drugs while performing his/her assignments, which it will do to ensure its worksites be "drug free" for the safety of the City's employees and the public.

**ARTICLE 26
SAVINGS CLAUSE**

26.1 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 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 December 31, 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 _____.

CITY OF CORNING

**OPERATING ENGINEERS LOCAL
UNION NO. 3 AFL-CIO**

**Kristina Miller,
City Manager**

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

**Greg Einhorn,
Negotiator**

**Rubi Ordaz
Employee Representative**

**Lisa M. Linnet,
City Clerk**

**James Pendergraft,
Employee Representative**

ITEM NO.: J-14
AUTHORIZE PAYMENT OF
SUPPLIMENTAL INVOICE #3 TO
WALBERG, INC. IN THE AMOUNT OF
\$307,432.10 FOR THE SOLANO STREET
IMPROVEMENT PROJECT

January 10, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

SUMMARY:

Staff requests Council authorize payment of supplemental invoice #3 for Walberg, Inc. for intersection removal and replacement for the Solano Street Improvement Project, in the amount of **\$307,432.10**. This will be the fourth payment for this contract.

The invoice includes work completed between October 21, 2022 through December 20, 2021.

BACKGROUND:

Walberg, Inc. was awarded this project at the May 24, 2022 City Council Meeting in the amount of \$979,105.00. Additive bid items were also approved by the City Council on May 24, 2022 in the amount of \$44,900.00. Change Order #1 in the amount of \$150,000.00 was approved at the July 13, 2022 Special City Council Meeting for the modifications due to unforeseen soil conditions at the 4th Street/Solano Street Intersection. Change Order #2 in the amount of \$178,541.94 was approved at the August 18, 2022 Special City Council Meeting for the change in work type at the 5th and 6th Street intersections due to unforeseen soil conditions. The total cost for the project including the additive bid items and the already approved change order is \$1,352,546.94.

FINANCIAL:

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

RECOMMENDATION:

THAT MAYOR AND COUNCIL APPROVE PAYMENT OF SUPPLIMENTAL INVOICE #3 IN THE AMOUNT OF \$307,432.10 TO WALBERG INC. FOR THE SOLANO STREET IMPROVEMENT PROJECT FROM THE FUNDING LISTED ABOVE.

Project Name: Solano Street Improvement Project

City of Corning
Public Works Department
Engineering Division

Contractor: Walberg Inc.
Address: 6041 State Hwy 99W
Corning, CA 96021

Project Number:

Date From: 12/20/2022

Date To: 1/20/2023

Invoice Number: 3 Supplement

Contact #: (530) 824-0773

Item Number	Units	Project Item Description	Bid summary			Authorized Contract Amount		Previous Paid Amount		Amount this Invoice		Total Amount to Date		
			Bid Quantity	New Bid Q	UNIT PRICE	Contract Amount	% of Contract	Amount	% of Contract	Amount	% of Contract	Amount		
1	LS	1		\$	20,200.00	\$	20,200.00	1.00			1.00	20,200.00		
2	LS	1		\$	6,000.00	\$	6,000.00	1.00			1.00	6,000.00		
3	LS	1		\$	65,200.00	\$	65,200.00	1.00			1.00	65,200.00		
4	LS	1		\$	2,400.00	\$	2,400.00	1.00			1.00	2,400.00		
5	LS	1		\$	125,250.00	\$	125,250.00	1.00			1.00	125,250.00		
6	LS	1		\$	117,700.00	\$	117,700.00	1.00			1.00	117,700.00		
7	LS	1		\$	5,250.00	\$	5,250.00	1.00			1.00	5,250.00		
8	CY	2450	743	\$	50.00	\$	37,150.00	743.00			743.00	37,150.00		
9	TN	770	962.5	\$	277.00	\$	213,290.00	962.50			962.50	266,612.50		
10	SF	4360		\$	44.00	\$	191,840.00							
11	LF	45		\$	240.00	\$	10,800.00	20.00			20.00	4,800.00		
12	LF	68		\$	76.50	\$	5,202.00	64.00			64.00	4,896.00		
13	LF	363		\$	65.00	\$	23,595.00	146.00			146.00	9,490.00		
14	EA	4		\$	3,092.00	\$	12,368.00	4.00			4.00	12,368.00		
15	EA	4		\$	900.00	\$	3,600.00	2.00			2.00	1,800.00		
16	LF	1190		\$	1.30	\$	1,547.00	1190.00			1190.00	1,547.00		
17	LF	390		\$	1.30	\$	507.00	390.00			390.00	507.00		
18	LF	880		\$	5.00	\$	4,400.00	880.00			880.00	4,400.00		
19	LF	884		\$	6.00	\$	5,304.00	884.00			884.00	5,304.00		
20	SF	160		\$	8.50	\$	1,360.00	160.00			160.00	1,360.00		
21	SF	30		\$	8.50	\$	255.00	30.00			30.00	255.00		
22	SF	105		\$	7.00	\$	735.00	105.00			105.00	735.00		
23	SF	42		\$	8.50	\$	357.00	42.00			42.00	357.00		
24	SF	145		\$	66.00	\$	9,570.00	145.00			145.00	10,890.00		
25	SF	44000		\$	0.50	\$	22,000.00	1414.00			1414.00	707.00		
26	LS	1		\$	7,875.00	\$	7,875.00	1.00			1.00	7,875.00		
1	EA	33		\$	2,650.00	\$	87,450.00	33.00			33.00	87,450.00		
2	EA	10		\$	1,310.00	\$	13,100.00				0.00			
ORIGINAL CONTRACT AMOUNT = \$ 964,306.00											This Invoice \$	800,503.50	Total to Date \$	800,503.50

* denotes a change in the Items Authorized Contract Amount

ITEM NO.: J-15

**APPROVE PLANS AND SPECIFICATIONS AND
AUTHORIZE STAFF TO SOLICIT BIDS FOR
THE JENNINGS HEIGHTS SUBDIVISION ROAD
MAINTENANCE AND REHABILITATION
PROJECT**

January 10, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Staff recommends that City Council approve the plans and specifications and authorize Staff to seek bids for the Jennings Heights Subdivision Road Maintenance and Rehabilitation Project. The project consists of placing a combination of chip seal and fiberized microsurfacing on McLane Avenue, Divisadero Avenue, Fripp Avenue, El Verano Avenue and El Paso Avenue within the Jennings Heights Subdivision area. Plans are attached for Council review. The complete Project Bid packet, including Specifications are available for review at Corning City Hall.

Once bids are received and reviewed by Staff, the successful low bid will be brought back to Council for the approval of the contract award.

FINANCIAL:

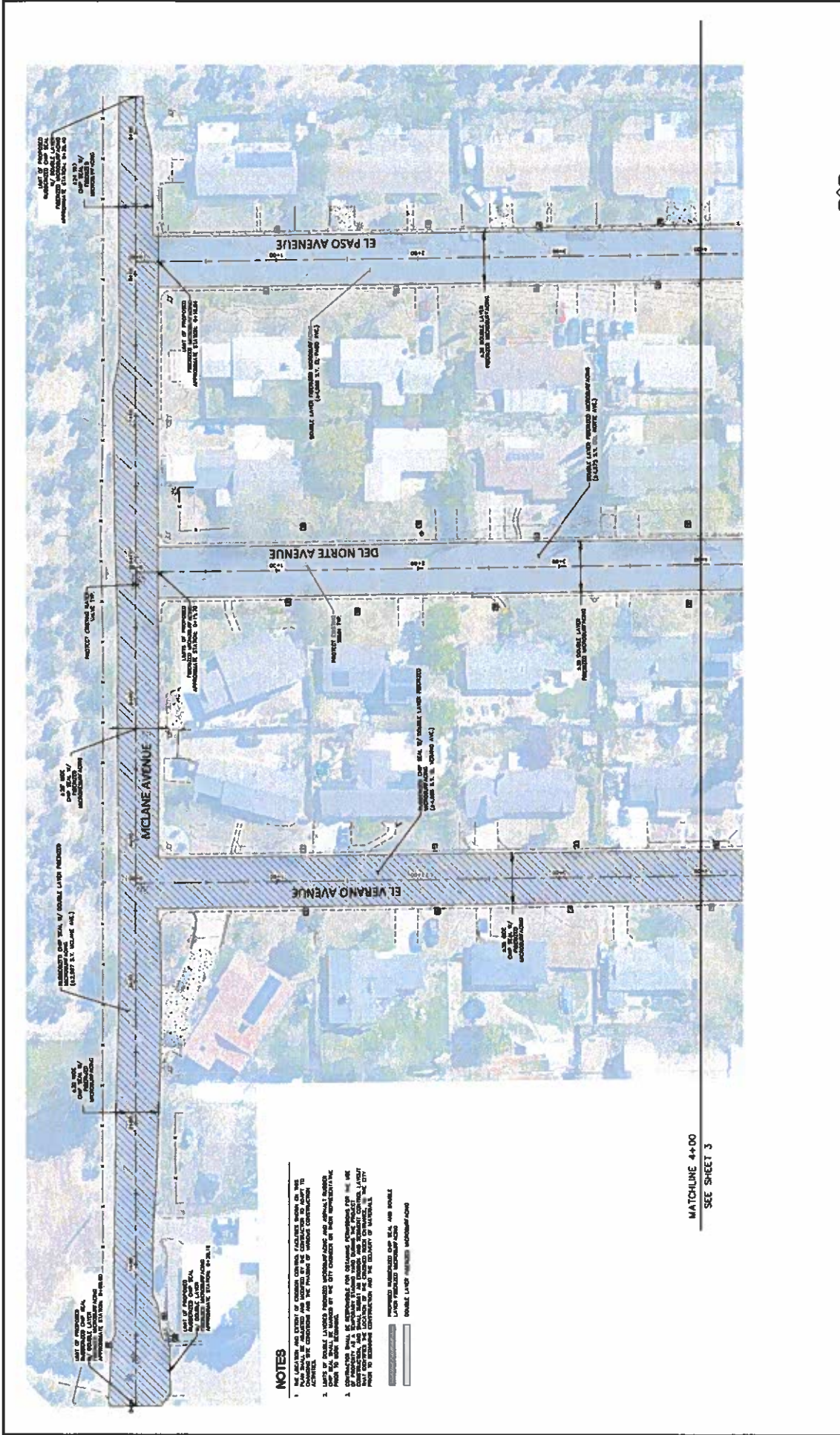
These funds are intended specifically for street maintenance and **cannot** be used within the General Fund. The following was allocated in the approved budget for the street projects in the Fiscal Year 202/2023:

002-9296-3001	\$195,000
106-9296-3001	\$95,000
108-9296-3001	\$45,000
114-9296-3001	\$95,000

Total: \$430,000

RECOMMENDATION:

**THAT MAYOR AND COUNCIL APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE
STAFF TO SOLICIT BIDS FOR THE JENNINGS HEIGHTS SUBDIVISION ROAD MAINTENANCE
AND REHABILITATION PROJECT**



NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXISTING CURB AND GUTTER CONDITIONS AND THE PROPOSED SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CORNING STANDARDS.
2. LOTS OF DOUBLE LANE PAVED SIDEWALKS SHALL BE CONSTRUCTED AS SHOWN ON THIS PLAN. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CHANGES TO THE PLAN.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR THE USE OF PUBLIC RIGHTS-OF-WAY AND FOR THE CONSTRUCTION OF THE SIDEWALKS AND CURBS AND GUTTERS. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CHANGES TO THE PLAN.

- PROPOSED ASPHALT PAVING
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- DOUBLE LANE PAVED SIDEWALK

MATCHLINE 44+00
SEE SHEET 3



CITY OF CORNING
794 THIRD STREET
CORNING, CALIFORNIA

RESURFACING PLAN - 1

JENNINGS HEIGHTS SUBDIVISION

API Number	Job Number	Scale	DATE	SHEET #	OF #
	8-202	1" = 30'	12/20/22	1	6



Revised	By	Date

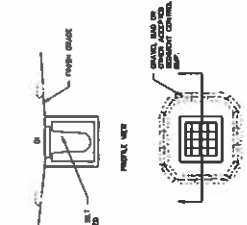
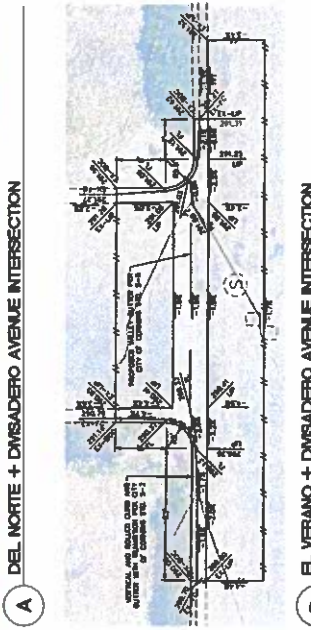
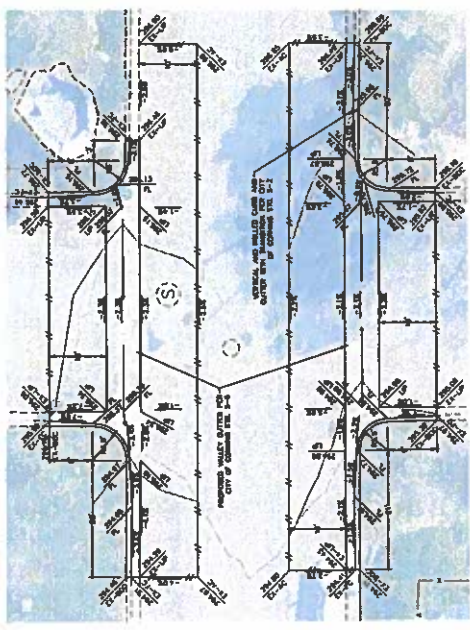
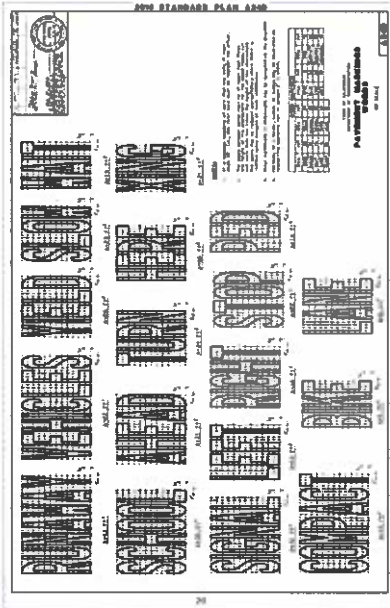
Prepared By	FLK
Drawn By	MJC
Approved	DECEMBER 2022

BEST MANAGEMENT PRACTICES (BMP'S)

1. THE DESIGN AND CONSTRUCTION OF BMP'S SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 - a. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY RUNOFF.
 - b. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY WIND-BLOWN DUST.
 - c. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - d. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - e. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - f. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
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 - u. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - v. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - w. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - x. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - y. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.
 - z. THE BMP'S SHALL BE DESIGNED TO PREVENT POLLUTION FROM THE SITE FROM BEING TRANSPORTED TO ADJACENT AREAS BY AIRBORNE PARTICLES.

DUST SUPPRESSION PLAN

1. CONTRACTOR SHALL MAINTAIN A DUST SUPPRESSION PLAN FOR THE ENTIRE DURATION OF THE PROJECT.
2. THE DUST SUPPRESSION PLAN SHALL BE SUBMITTED TO THE CITY OF CORNING FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION.
3. THE DUST SUPPRESSION PLAN SHALL BE REVISED AS NECESSARY TO REFLECT CHANGES TO THE PROJECT.
4. THE DUST SUPPRESSION PLAN SHALL BE MAINTAINED ON THE PROJECT AT ALL TIMES.
5. THE DUST SUPPRESSION PLAN SHALL BE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.
6. THE DUST SUPPRESSION PLAN SHALL BE SUBJECT TO THE CITY OF CORNING'S REVIEW AND APPROVAL.
7. THE DUST SUPPRESSION PLAN SHALL BE SUBJECT TO THE CITY OF CORNING'S REVIEW AND APPROVAL.
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25. THE DUST SUPPRESSION PLAN SHALL BE SUBJECT TO THE CITY OF CORNING'S REVIEW AND APPROVAL.



C TYPICAL SILT TRAP AT CATCH BASIN (POST-FQ)

NORTHSTAR
 CIVIL ENGINEERING & ARCHITECTURE
 1111 1/2 AVENUE, SUITE 100
 CORNING, CALIFORNIA 96326
 (530) 238-1111

Designed By: **FLK**
 Drawn By: **MYO**
 Approved: **DECEMBER 2002**
 Date: **2002**

Sheet 5 of 5

CITY OF CORNING
 794 THIRD STREET
 CORNING, CALIFORNIA

DETAILS SHEET
JENNINGS HEIGHTS SUBDIVISION

APN Number: **010-000-000**
 Job Number: **010-000-000**
 Scale: **N/A**
 Date: **12/27/02**

ITEM NO.: J-16
AWARD PURCHASE OF NEW 2022 FORD
F-350 4X2 PICKUP TRUCK TO CORNING
FORD IN THE AMOUNT OF \$56,397.56.

January 10, 2023

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

SUMMARY:

On Wednesday, January 4, 2023 the City received one (1) Formal Bid for the new F-350 4x2 Mechanics Truck, the summary is below for Council review:

<u>Company</u>	<u>Proposal Amount</u>
Corning Ford	\$56,397.56

Staff is requesting that City Council award the purchase of a new F-350 4x2 Mechanics Truck to Corning Ford in the amount of \$56,397.56. Only one bid was received, therefore, Corning Ford is the lowest responsible and responsive bidder. Staff has contacted Corning Ford to verify that the truck is still available.

FINANCIAL:

City Council allocated within the approved 2022/2023 City Budget \$50,000 for the purchase of a new mechanics truck. A breakdown of the funding is as follows:

078-9500-3000	Streets /Public Works Reserve Fund	\$25,000
381-9500-5000	Sewer Fund	\$12,500
383-9500-7100	Water Fund	\$12,500

RECOMMENDATION:

THAT MAYOR AND COUNCIL:

1. AWARD PURCHASE OF 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,
2. AUTHORIZE PAYMENT UPON DELIVERY OF THE NEW 2022 FORD F-350 PICKUP TRUCK TO CORNING FORD FROM THE VEHICLE REPLACEMENT FUNDS: 078-9500-3000, 381-9500-5000 AND 383-9500-7100.

PROPOSAL

The undersigned, as bidder, declares that he has carefully examined the conditions and specifications and hereby agrees that if his proposal is accepted, he will furnish the **2022 Ford F-350** Pickup including all options listed, and deliver to the City of Corning Corporation Yard located at 1106 Butte Street, Corning, CA 96021. Delivery will include two (2) sets each of Operation Manuals and Parts Manuals.

DESCRIPTION OF BID ITEM: One (1) new **2022 Ford F-350** 4x2 Pickup Truck. The truck shall meet the specifications listed on the truck specification sheet.

BID: \$ 52,219.23

DOC & TIRE FEES: \$ 85.00 + 31.00 + 8.75 = 124.75

DELIVERY FEE: \$ 0

SALES TAX: \$ 4053.58

TOTAL BID AMOUNT: \$ 56,397.56

The price quoted herein is firm and is not subject to change.

The City of Corning reserves the right to reject any and all bids submitted or to waive any irregularity. In the event of identical bids, the City of Corning will be the sole judge of the Company to receive the bid.

Formal bids will be accepted at Corning City Hall, 794 Third Street, Corning, CA 96021 until **1:30 p.m. on January 4, 2023**. All bids must be clearly marked "**SEALED BID - NEW 2022 FORD F-350 - DO NOT OPEN**"

Kelly Smith
Signature of Company Representative

12/12/22
Date

CORNING FORD
Company Name

2280 Short Dr.
Address

CORNING CA 96021

824 5434
Phone

CORNING FORD

Source:		Salesperson:	KELLY BREEDLOVE
Price	52,219.23	Trade	0.00
Taxable A.M.O.	0.00	Payoff	0.00
Document Processing Charge	85.00	Net Trade	0.00
Emissions Testing Charge	0.00	Cash Down	0.00
Sales Tax	4,053.58	Deferred Down	0.00
Non-Tax A.M.O.	0.00	Rebate	0.00
Service Contract	0.00	Total Down	0.00
Subtotal	56,357.81		
DMV Fees	0.00	APR	0.00
State Emissions Certification or Exemption Fee	0.00	Term	1
California Tire Fee	8.75	Monthly Payment	56,397.56
Electronic Veh Reg or Transfer Charge	31.00	Final Payment of	
Total Insurance	0.00		
Total	56,397.56		
Amount Financed	56,397.56		
Finance Charges	0.00		
Total of Payments	56,397.56		

*** BUYER ***

CITY OF CORNING
794 THIRD ST
CORNING, CA 96021

Date of Birth: _____
Home Phone Number: (530) 824-7029
Work Phone Number: (530) 824-5985
County: TEHAMA
Email: jsears@corningpd.org

*** CO-BUYER ***

Date of Birth: _____
Home Phone Number: _____
Work Phone Number: _____
County: _____
Email: _____

*** PURCHASE ***

*** TRADE 1 ***

*** TRADE 2 ***

Stock Number
Year
Make
Model
Body Style
Color
Trim
Key 1 Number
Key 2 Number
Weight 2,020
License
Odometer
VIN
Cylinders 0
Vehicle Type USED

*** BANK ***

NONE

CA

*** INSURANCE ***



Preview Order 4124 - F3A 4x2 Reg Cab SRW: Order Summary Time of Preview: 12/09/2022 16:36:56 Receipt: 10/31/2022

Dealership Name: Corning Ford

Sales Code : F72523

Dealer Rep.	Robert BREEDLOVE	Type	Retail	Vehicle Line	Superduty	Order Code	4124
Customer Name	" Corning	Priority Code	10	Model Year	2023	Price Level	315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X2 STYLESIDE PICKUP/142	\$45015	4.30 ELECTRONIC-LOCKING AXLE	\$430
142 INCH WHEELBASE	\$0	JOB #1 ORDER	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
VINYL 40/20/40 SEATS	\$0	FRONT LICENSE PLATE BRACKET	\$0
MEDIUM DARK SLATE	\$0	10500# GVWR PACKAGE	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	120V/400W OUTLET	\$175
.AIR CONDITIONING -- CFC FREE	\$0	JACK	\$0
.AM/FM STEREO MP3/CLK	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.STEEL ROAD WHEELS-18"	\$0	FUEL CHARGE	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	DESTINATION & DELIVERY	\$1795
.LT275/65R18E BSW ALL SEASON	\$0		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

MSRP
\$47415
NA
\$47415

F350 \$46,900.00
+ \$5319.23
to Tally truck's accessories
\$52,219.23
+ FEES

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This is not an invoice.

TOTALLY TRUCKS

3263 BECHELLI LANE
REDDING, CA 96002

(530) 223-2246

www.totallytrucks.com

Sold To: CORNING FORD
2280 SHORT DRIVE
CORNING, CA 96021

Order No: 143158
Date: 12/09/22
Page: 1

Ship To: 2280 SHORT DRIVE
CORNING, CA 96021

Customer No: 382
Phone No: 800-273-3257

Cust. Order #: PO#CITYOFCORNING

Salesperson: #95 - TRENTON

Product Code	Item Description	Qty	Unit	Unit Price	Amount
TRUCK	TRUCK DESCRIPTION	1	ea	0.00	0.00
	YEAR/MAKE/MODEL: 2023 FORD F 250				
	CAB:				
	BED: LB				
	COLOR:				
	MILEAGE:		LIC#:		
	VIN#				
	KELLY @ CORNING FORD				
TFL.0800113244	50/50 SPLIT TRANSFER TANK	1	ea	2900.00	2900.00
SHIPPING	SHIPPING & HANDLING & SURCHARG	1	ea	250.00	250.00
LAB.BASIC C	INSTALL BASIC C	4.25	ea	125.00	531.25
SPR.FULLLBUTR	SPRAY IN BEDLINER FULL LB UTR	1	ea	349.99	349.99
LAB.SPRAY	INSTALL SPRAY IN LINER	1	ea	298.00	298.00
DEE.DZ95072RB	HEADACHE RACK BLK SD GLOSS	1	each	789.99	789.99

Sub-Total: 5119.23
Shipping: 0.00
Tax [0]: EXEMPT *
Total: 5119.23

Special ordered items are non refundable
Returnable items may have a 25% restocki
Parts taken of a vehicle must be picked

Amount Paid: 0.00
Amount Due: 5119.23
Change: 0.00

f 200 FWT
5319.23

**Department Of Public Works
Bid Specifications
For One (1) 2022 Ford F-350 4x2 Pickup Truck**

2022 Ford F-350 Super Duty 4x2 Pickup:

Color: Oxford White ✓

Engine: 7.3L V8 Engine ✓ *6.8L V-8 NOW OFFERED IN THIS MODEL!*

Transmission: 10-speed Automatic ✓

Axle: 4.30 Electronic-Locking Axle ✓

GVWR: 10100# GVWR Package *10,500 LB* ✓

Towing: Must include trailer tow package with trailer hitch receiver ✓

Cab Style: F-350 XL Regular Cab ✓

Spare tire and Wheel: to be included in quote ✓

LT2657/70R17E OWL All Terrain tires: to be included in quote *ALL SEASON M+S rated*

50/50 Transfer Flow Fuel Tank: to be included in quote ✓

only tire BURL

Spray In Bedliner: to be included in quote ✓

Headache Rack: to be included in quote ✓

Center High Mount Stop Lamp: to be included in quote ✓

Power Equipment Group: to be included in quote ✓

Trailer Brake Controller: to be included in quote *STANDARD*

Utility Lighting System: to be included in quote ✓ *STANDARD*

XL Value Package with Cruise Control: to be included in quote ✓

Interior Features: All Standard features listed on Ford Motor Company's official web site including air conditioning. www.Ford.com ✓

Entertainment System: All standard features listed on Ford Motor Company's official web site. www.Ford.com ✓

Seating: Standard Vinyl 40/20/40 split bench (medium earth gray) ✓

Appearance: All standard features listed on Ford Motor Company's official web site. www.Ford.com ✓

Protection: Standard Molding

Window and Glass: All standard features listed on Ford Motor Company's official web site . www.Ford.com ✓

Handling: All standard features listed on Ford Motor Company's official web site. www.Ford.com ✓

Wheels: All standard features listed on Ford Motor Company's official web site. www.Ford.com ✓

Safety: All standard features listed on Ford Motor Company's official web site. www.Ford.com ✓

ITEM NO.: J-17
TERMINATION OF THE
TEMPROARY EMERGENCY
WATER USAGE POLICY AND
PROGRAM FOR
UNINCORPORATED TEHAMA
COUNTY RESIDENTS WITHOUT
WATER

3

January 10, 2023

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

SUMMARY:

The County of Tehama recently in coordination with North Valley Community Foundation received a grant from the California Department of Resources to implement a water delivery program for those with dry wells. The program provides up to 60 gallons of drinking water delivered each month. For non-potable uses, like laundry and showers, the program delivers up to 2,500 gallons of water per month. Residents who don't have water tanks can have a large tank and pump installed free as part of the program. A tanker delivers the non-potable water, which is provided with the cooperation of the cities of Orland and Willows, the Elk Creek Community Services District and Tehama County.

All unincorporated residents with dry wells utilizing the City of Corning program have been informed of this new opportunity. As this program, is better and less demanding of City resources, I plan to terminate the City program effective January 13, 2022 unless feedback is received from the City Council to continue.

Should the City continue the program, the County of Tehama will no longer provide staffing three days per week. City staff would have to resume full responsibility of this program. Staffing the City program would consumes about 20 hours of Public Works crew member time per month to serve four users. The time being in the middle of the work day is also disruptive to crew member projects. It takes an additional 5 hours of Finance Department staff time to schedule and process billing.

BACKGROUND:

At the June 22, 2021 City Council meeting the City Council approved the Temporary Water Usage Policy outlined below. At that time the City Council authorized the City Manager to rescind the program at any time it is in the best interest of the City or its wells. The purpose of the policy was to provide water to residents of the unincorporated County in emergency situations.

1. Residents must use approved fire hydrants during normal business hours
2. The program is for residential use only. Water shall not be made available for ag or livestock related issues.
3. Approved vendors/County residents with waiver and release forms approved by the City Attorney shall be issued a tag by the City of Corning that must be visible from the back window of the transporting vehicle.
4. Vendors will be required to list the City as Additionally Insured. All customers of vendors must sign the waiver and release form prior to receiving City water. Each month vendors must provide a log including residents name, address, phone number, and total gallons per delivery.

5. Water shall only be provided to properties within five miles radius of City Hall within the County of Tehama.
6. Approved vendors/residents must provide a before and after picture of water meter readings each time they fill up water. The photos shall be sent via email to Angel Garman, Public Works Secretary at angela@corning.org.
7. Anyone caught stealing or falsifying documents will be immediately suspended from the program.
8. The program is a privilege, not a right and can be revoked at any time for any reason. If the time comes that the program negatively affects the City or its wells, the program will be terminated, without notice.
9. The price of water is \$10.00 per every 1,000 gallons, plus a \$25 monthly administration fee. A 2.5% late fee will be assessed for every invoice not paid within 30 days.

RECOMMENDATION:

MAYOR AND COUNCIL

- **CONFIRM TERMINATION OF THE TEMPORARY EMERGENCY WATER USAGE POLICY AND PROGRAM FOR UNINCORPORATED TEHAMA COUNTY RESIDENTS WITHOUT WATER**



Contact:

David Little, executive vice president, communications, dlittle@nvcf.org, 530-891-1150, ext. 300
Jody Samons, NVCF drought project coordinator, drought@nvcf.org, 530-230-4153

FOR IMMEDIATE RELEASE: Dec. 5, 2022

Residents of Tehama and Glenn counties whose household wells have run dry can apply for free water deliveries through North Valley Community Foundation, which has received a \$5 million grant as part of a statewide drought relief package.

The grant from the state Department of Water Resources will help NVCF start a water delivery program in Tehama County similar to one the foundation has operated in Glenn County for more than a year. The grant also expands and extends the Glenn County program, which was supposed to expire this month.

NVCF applied for the grant, which totals \$5,040,240, at the request of each county government. The program in Glenn County already serves 241 households.

"Glenn County appreciates the continued financial assistance from California Department of Water Resources, the efforts of North Valley Community Foundation and the support of our legislators working with us to bring this needed drought relief to our rural communities," said Tom Arnold, a Glenn County supervisor who is co-chair of the county's Drought Task Force.

More than 422 households in Glenn County and 142 in Tehama County have reported dry or intermittent wells. The highest concentration of dry wells is in the Orland and Corning areas.

Permanent solutions such as deepening a well, digging a new one or hooking up to city systems are expensive and time consuming. The water delivery program through NVCF offers a temporary but immediate fix to promote health and safety.

The program provides up to 60 gallons of drinking water delivered each month. For nonpotable uses, like laundry and showers, the program delivers up to 2,500 gallons of water per month. Residents who don't have water tanks can have a large tank and pump installed free as part of the program. A tanker delivers the nonpotable water, which is provided with the cooperation of

the cities of Orland and Willows, the Elk Creek Community Services District and Tehama County.

To apply, residents should first report their dry wells online, then fill out an application. Links to do both are provided at nvcf.org/drought-relief.

Completed applications can be returned to NVCF by mail or email. Tehama County applications also can be dropped off in person at the Tehama County Environmental Health Office, 633 Washington Street in Red Bluff. Glenn County applications also can be dropped off in person to Orland City Hall or the Glenn County Planning Department in Willows.

Tehama County residents who would like to learn more about the program can attend an informational meeting from 4-6 p.m. on Monday, Dec. 12, at the Corning Veterans Hall, 1620 Solano Street.

Glenn County residents who are already in the program will receive an amendment to their contract from NVCF in order to continue receiving water.

DWR awarded \$86 million statewide for drought relief and water resilience efforts. The funding for Tehama and Glenn County was among a \$44 million allocation that provides assistance to small communities struggling to address drought impacts as part of the Small Community Drought Relief Program.

"Small communities are the most vulnerable to the impacts of our new hotter, drier climate and lack the resources to immediately deal with these challenges," said DWR Director Karla Nemeth. "These continued investments from the state strengthen local partnerships to provide reliable drinking water for all Californians because everyone has the human right to water."

For more information, email drought@nvcf.org or call 530-230-4153.

EMERGENCY WATER SERVICES AGREEMENT

Benefiting the Paskenta Community Services District

RECITALS

- A.** In 2014, the Paskenta Community Services District (hereinafter "PCSD") petitioned the City of Corning to supply an emergency water source to the rate payers within the PCSD. On July 22, 2014, the City of Corning, through its City Council, authorized the PCSD to receive up to 20,000 gallons of water per day at a cost of five dollars (\$5.00) per 1,000 gallons.
- B.** In 2015, the PCSD petitioned the City of Corning to continue to supply an emergency water source to the rate payers within the PCSD. On June 9, 2015, the City of Corning, through its City Council, authorized the PCSD to receive up to 20,000 gallons of water per day at a cost of five dollars (\$5.00) per 1,000 gallons, and that said authorization would expire on June 30, 2016.
- C.** On June 1, 2018, PCSD sent a letter to the City of Corning Public Works Department requesting an additional emergency water source for the same agreement stipulations
- D.** Drought conditions have persisted since the original authorization to provide an emergency source of water to the PCSD, and despite considerable efforts to conserve water the possible need for the PCSD to utilize an outside source to provide sufficient and basic water supply needs to its rate payers remains as serious today as it was in July of 2014.
- E.** On May 5, 2015, through action of the California State Water Resources Control Board, emergency regulations were imposed, including but not limited to the Sections 863, 864, and 865 of the California Code of Regulations, Article 22.5, which imposed specific emergency water conservancy regulations on all water suppliers within the State of California, including non-urban suppliers (operating at less than 3,000 water connections) such as Corning, California.
- F.** The emergency water conservancy regulations existing as of the date of execution of this Agreement do not prohibit the extension of water from one water supplier to another where a need exists as is occurring with the PCSD.
- G.** On June 8, 2021, the PCSD provided a formal request letter to the City of Corning requesting the City to supply water to the PCSD as the need exists.

WHEREBY the City of Corning desires to assist the PCSD to aid in the supply of water where a need exists, and active efforts have been made by the PCSD to conserve water.

AGREEMENT

- 1.** The City of Corning hereby authorizes the PCSD to receive up to 20,000 gallons of water, per day, from a metered hydrant service at the existing rate charged for construction water on the following conditions:
 - a.** The PCSD is unable to fulfill the water needs of its rate payers for reasons related to drought conditions;
 - b.** The PCSD has made efforts to regulate and conserve water as required under the California Water Resources Control Board (Cal. Code of Regulations, Sections 865 (f)(1)(A-B) pertaining to non-urban water suppliers; and
 - c.** That the City of Corning is able to legally provide the water without fine or penalty while maintaining sufficient supply for the residents of the City of Corning.
- 2.** **The City of Corning, through its City Council, or any designee being provided such authority, may terminate this Agreement upon 48 hours-notice to the PCSD. Termination of the Agreement can occur with or without cause at the sole discretion**