



**CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 14, 2023  
CITY COUNCIL CHAMBERS  
794 THIRD STREET, CORNING, CA 96021  
AND  
SPRINGHILL SUTIES HOTEL, BUSINESS CENTER  
549 SOUTH SAN FERNANDO BLVD.,  
BURBANK, CA 91502**

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

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

B. ROLL CALL:

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

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

D. INVOCATION: Led by Councilor Hargens

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: .

1. Proclamation: February 2023 – Teen Dating violence Awareness and Prevention Month. Present to accept the Proclamation will be Melanie Lee, Empower Tehama Outreach Advocate and Camp HOPE Coordinator.
2. Presentation by the Corning Healthcare District.

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. January 24, 2023 City Council Closed Session & Regular Meeting; and
  - b. January 30, 2023 City Council Closed Session;
5. February 8, 2023 Claim Warrant in the amount of \$536,687.47.
6. February 8, 2023 Business License Report.
7. January 2023 Wages & Salaries: \$415,560.53.
8. January 2023 Treasurer's Report.
9. January 2023 Building Permit Valuation Report in the amount of \$373,692.
10. January 2023 City of Corning Wastewater Operations Summary Report.
11. Authorize final payment to PSOMAS for Construction Management and Inspection Services in the amount of \$69,590.36 for the Solano Street Improvement Project.
12. Authorize payment of Invoice #5 to Walberg, Inc. in the amount of \$15,371.22 for the Solano Street Improvement Project.

13. Approve Letter of Support for the Tehama County Transportation Commission's Grant Application for the Lake California Drive Reconstruction Project.
14. Approve Mayor's Recommendation to appoint Councilwoman Lisa Lomeli to serve as the City's representative on the Tehama County Community Action Agency Commission/Board.

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

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

15. Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Dispatch Bargaining Unit.
16. Approve Letter responding to the Tehama County Grand Jury relating to discussion of funding split within County Cities for Tehama LAFCo Budget.
17. Seek direction relating to the Corning Library Commission recommendation to seek the services of an Interior Design Consultant, funded using Ridell Trust Funds, to advice on interior improvements at the Corning Library.
18. Select and authorize purchase of Play Playground Equipment to replace the existing Northside Park Kiddie Playground equipment.
19. Approve proposed wage rate increase schedule for City Pool Lifeguards I and II, Pool Manager, and Assistant Pool Manager for the 2023 Pool Season.
20. Approve Plans and Specifications and authorize Staff to solicit Bids for the Corning Awning Grant Program.

**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, FEBRUARY 10, 2023**

**PROCLAMATION**  
**FEBRUARY 2023**  
**as**  
**TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH**

**WHEREAS**, although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done; and

**WHEREAS**, teen dating violence, also known as dating abuse, is a serious and growing problem throughout California, and teen dating violence intervention and prevention programs can help to ensure a positive school climate, promote a safe learning environment for all pupils, address warning signs before behaviors escalate, and protect the safety of targeted students; and

**WHEREAS**, each year, an estimated 1 in 10 American teenagers are physically hurt on purpose by a boyfriend or girlfriend, and according to the Centers for Disease Control and Prevention nearly 10 percent of High School Students have been hit, slapped, or physically hurt on purpose by a boyfriend or girlfriend in the past year; and

**WHEREAS**, according to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 4 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and

**WHEREAS**, victims of teen dating violence are more likely than their non-abused peers to smoke, use drugs, engage in unhealthy dieting, engage in risky behaviors, and attempt or consider suicide.

**WHEREAS**, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth.

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**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Corning proclaims February 2023 as **Teen Dating Violence Awareness and Prevention Month** in the City of Corning. We urge all citizens to work together towards:

- Ending teen dating violence by empowering young people to develop healthier relationships; and
- Assisting victims in accessing the information and supportive services needed;

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 7<sup>th</sup> day of February 2023.

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**Robert Snow, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, JANUARY 24, 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.

A. CALL TO ORDER: 5:30 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.

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: None.

D. REGULAR AGENDA:

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

Agency Negotiator: Greg Einhorn, Labor Relations Consultant

Bargaining Units: Management and Public Safety.

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

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

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

Mayor Snow reported that the Council met in Closed Session on two items. They provided Staff direction on Item one (1); and there was no reportable action on Item two (2).



**CORNING CITY COUNCIL  
MEETING MINUTES  
TUESDAY, JANUARY 24, 2023  
CITY COUNCIL CHAMBERS IN PERSON  
AT 794 THIRD STREET**

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

B. ROLL CALL:

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

All members of the City Council were present.

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

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

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

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

**Public Safety Bargaining Unit Representative/Police Officer Eduardo Curiel:** Addressed the Council regarding challenges facing this Agency in regard to retention, staffing, pay, and benefits stating that the Department has generally been paid 15-20% higher than surrounding jurisdictions.

**Public Works Consultant/City Engineer Robin Kampmann:** Presented an update on five (5) current City Projects which are:

- **Electronic Sign to be installed at the Transportation Center:** Sign has been delivered to the Corporation Yard. Staff has reached out to the Contractor that is under contract with the sign company to completed the installation. We anticipate an estimated installation date later this week.
- **Clark Park Parking Lot Paving Project:** As previously discussed, the Clark Park Parking Lot was separated from the Jennings Heights Road Maintenance Project due to the different type of work needed for the rehabilitation of the Parking Lot. Staff is working on determining the best and most cost-effective treatment for the Parking Lot.
- **Fence installation at Northside Park basketball courts:** With the recent holidays and storms, Staff has ad limited time to complete this project. As the weather improves, this project is a priority for Staff to complete.
- **Installation of Lights at the Community Park Basketball Courts:** Staff is having a difficult time locating light poles and lights that we can purchase without a long lead time. As soon as lights and the light poles are delivered installation will start.
- **City Plaza Demolition Project:** Due to the recent storms, PG&E has rescheduled their disconnection of the gas service on the site to late February. Staff has been working with the demolition Contractor and with this delay, it has been determined that the abatement Contractor will complete that work starting next Monday and then the demolition of the buildings will occur once PG&E is done with their work.

**Karen Burnett:** Thanked the City's Public Works Department for their hard work during the recent storms.

**City Manager Miller:** Also thanked the Public Works Department for their hard work during the recent storms.

**Mayor Snow:** Thanked the Public Works Department, the Volunteer Fire Department, the Police Department, as well as local citizens assisting with addressing the damages and associated cleanup during the recent storms.

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

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

6. **Authorize payment of invoice #24228 in the amount of \$16,300 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.**

Councilor Valerio moved to approve Consent Items 1-6; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

**I. PUBLIC HEARINGS AND MEETINGS:**

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

Presented by City Manager Kristina Miller who explained the need for the Resolution. .

Councilor Demo moved to approve Submission of Amendment to the 2020 CDBG Program Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA Dated December 18, 2020 allowing the City's COVID-19 Subsistence Payment Relief Program to provide 40 qualifying households with \$2,000 in utility assistance and up to 3-months' rental/mortgage assistance not to exceed \$6,000. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**J. REGULAR AGENDA:**

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

This item was pulled from this Agenda and will be presented at a future meeting.

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

This item was presented by City Manager Kristina Miller who stated that the proposed MOU is for a 3-year period and presented the other terms of the MOU.

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

10. **Adopt Resolution 01-24-2023-01 accepting a portion of the California Citizen's Options for Public Safety (COPS) Grant Overage.**

Presented by Police Chief Jeremiah Fears.

Councilor Snow moved to adopt Resolution 01-24-2023-01, thereby accepting the funds offered through the Citizen's Option for Public Safety (COPS) Front-Line Law Enforcement Allocation Grant Overage Monies in the amount of approximately \$20,000 to be spent toward the purchase of SWAT Training and SWAT Equipment. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

11. **Adopt Resolution 01-24-2023-02 accepting the \$100,000 2022/23 California Citizens Options for Public Safety Grant.**

Presented by Police Chief Jeremiah Fears.

Councilor Demo moved to adopt Resolution 01-24-2023-023 hereby accepting the funds offered through the Citizens' Option for Public Safety (COPS) Front-Line Law Enforcement Allocation Grant and approve the use of these monies to continue funding a portion of one Police Officer's position. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

12. **Approve the Wastewater Treatment Plant Operations Contract 5-year term extension with Inframark.**

Presented by Public Works Consultant/City Engineer Robin Kampmann and City Manager Kristina Miller. Mrs. Kampmann stated that there was an error in the amount listed under the Financial section of the Staff Report which stated that the City shall pay the Operator the compensation of \$1,812,196, the correct amount is \$956,098 (\$79,674.84 per month).

Councilor Demo moved to approve the Wastewater Treatment Plant Operations Contract Extension with Inframark for a five-year term upon Contract approval by the City Manager and City Attorney. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**13. Approve Change Order #2 in the amount of \$64,591 for PSOMAS to complete Construction Management and Inspection Services for the Solano Street Improvement Project.**

Presented by Public Works Consultant/City Engineer Robin Kampmann.

Mayor Snow stated his concerns regarding the delays going back and forth on billing. Councilor Lomeli stated she didn't understand how the project could go over budget by so much; the circumstances resulting in Change Orders associated with the cost increases/overages was explained by the PSOMAS Representative that was present. He stated that they would not be coming back for an additional amendment to cover additional costs, PSOMAS would absorb those costs. Councilor Hargens then moved to approve Change Order #2 in the amount of \$64,591 for PSOMAS to complete construction management and inspection services for the Solano Street Improvement Project. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**14. Approve installation of two new Pickleball practice walls at the Northside Park Courts and authorize appropriation of \$1,200 from General Fund Reserves for this installation.**

Presented by Public Works Consultant/City Engineer Robin Kampmann. City Manager Miller stated that she was approached following the posting of the Agenda by the Pickleball Group and they have offered to donate the cost of materials for the construction of the practice walls.

Councilor Demo moved to approve the installation of two new Pickleball Practice Walls at the Northside Park Courts. Councilor Snow seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**15. Approve ratification of Local Emergency Proclamation pursuant to Corning Municipal Code Section 2.52.060 and Government Code Section 8630 following the recent severe storms.**

Presented by City Attorney Collin Bogener who explained the process and stated some of the specific damages incurred by the City. He stated that the Mayor issue the Proclamation on January 20, 2023. The issuance of this Proclamation will enable the City to do some of the repair work without the necessity of going through the lengthy process with Fish & Game in regard to the creek beds and will allow the City to apply for emergency funding.

Councilor Demo moved to approve the ratification of Local Emergency pursuant to Corning municipal Code Section 2.52.60 and Government Code Section 8630 following the recent severe storms. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.** City Manager Miller then read the Emergency Proclamation.

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

**L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:** City Clerk Lisa Linnet stated that the City received a Thank You card that will be presented at the next meeting.

**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:** Thanked all City Departments and the public for assistance during the recent storms stating that it was a great community effort. He announced that he would be attending the Tehama County Transportation Commission Meeting next week.

**Valerio:** Announced that the Corning Chamber of Commerce Installation Dinner is Saturday, January 28<sup>th</sup>; he stated that they actually sold out this year.

**Hargens:** Reported on her attendance at the League of California Cities Mayor and Councilmembers 3-day Conference, it was very informative.

**Lomeli:** Stated that she also attended the 3-day Conference with Councilor Hargens. She brought back information for the other members of the City Council and stated she also found it to be very informative.

**Snow:** Thanked Staff and the public for assistance during the recent storms.

**N. ADJOURNMENT: 7:30 p.m.**

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Lisa M. Linnet, City Clerk

Item No.: G-4 b



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, JANUARY 30, 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.

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

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: None.**

**D. REGULAR AGENDA:**

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

**F. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 5:20 p.m.**

Mayor Snow reported that the Council met in Closed Session and provided Staff direction.





## MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** February 8, 2023

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday February 14, 2023 Council Meeting

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

A.	Cash Disbursements	Ending 01-31-23	\$	224,466.06
B.	Payroll Disbursements	Ending 01-31-23	\$	128,159.43
C.	Cash Disbursements	Ending 02-08-23	\$	109,606.26
D.	Payroll Disbursements	Ending 02-08-23	\$	74,455.72

**GRAND TOTAL \$ 536,687.47**

REPORT.: Jan 31 23 Tuesday  
 RUN....: Jan 31 23 Time: 13:58  
 Run By.: LORI SIMS

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

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033726	01/27/23	KUS02	KUSTOM SIGNALS, INC.,	-2548.56	596845u	Ck# 033726 Reversed
034335	01/19/23	REY05	R.E.Y. ENGINEERS, INC.	18019.94 16300.00	24227 24228	Prof Svcs Admin ATP West St School Prof Svcs Admin-ATP Olive View School
			Check Total.....	34319.94		
034336	01/19/23	COR08	CORNING LUMBER CO INC	20.46 26.92 10.76	212297478 212297498 212297551	Mat/Supplies- Bldg Maint-Parks Mat/Supplies-Str
			Check Total.....	58.14		
034337	01/19/23	BRI00	BRIMM, MARIANA L.	2511.45	230119	MOU one time payment-Finance
034338	01/19/23	FEA01	FEARS, JEREMIAH	3952.77	230119	MOU one time payment-Police
034339	01/19/23	LIN03	LISA LINNET	2500.00	230119	MOU one time payment-City Admin
034340	01/19/23	LIN06	STEPHEN LINDEMAN	2669.14	230119	MOU one time payment-PW
034341	01/19/23	TOM03	TOMLINSON JR., ROBERT L.	3669.93	230119	MOU one time payment-Fire
034342	01/24/23	DEP03	DEPT OF TRANS/CAL TRANS	1319.97	23006512	Equip.Maint. St&Trf Light
034343	01/24/23	DHT00	DH TOOLS INC	87.66	19212819	Small Tools-
034344	01/24/23	EXP02	EXPRESS EMPLOYMENT PROFES	685.23	28486771	Temp Help-Finance
034345	01/24/23	HOM03	HOME DEPOT	66.17	2731188	Mat&Supplies-Bld Maint
034346	01/24/23	KIN14	KINETICS ACADEMY OF DANCE	487.50	230122	Rec Instructor-Rec
034347	01/24/23	KNF00	KNIFE RIVER CONSTRUCTION	1069.66	283381	A/C Citywide-Str
034348	01/24/23	PAC29	PACE ANALYTICAL SERVICES,	311.90 79.40	230057428 230059728	Prof Svcs-Wtr Dept Prof Svcs-Wtr Dept
			Check Total.....	391.30		
034349	01/24/23	QUI02	QUILL CORPORATION	38.78	30036703	Office Supplies-Fire
034350	01/24/23	REY01	REYNOLDS, DONALD C.P.A	4500.00	29207	Prof Svcs-Finance
034351	01/24/23	SCH01	LES SCHWAB TIRE CENTER	498.79	100456410	Veh Opr/Maint-
034352	01/24/23	SCP00	SCP DISTRIBUTORS LLC	2117.19 -720.00	SN093972 SN094089C	Mat & Supplies- Wtr Mat/Supplies-Wtr Dept
			Check Total.....	1397.19		
034353	01/24/23	SHA23	SHAPE INCORPORATED	14543.12	1817	Cap Replac-Swr Improv
034354	01/24/23	SUB01	SUBURBAN PROPANE	60.00	24707	Propane-Airport
034355	01/24/23	WAL02	WALKER PRINTING	185.54	42568	Office Supplies-Finance
034356	01/24/23	WEB02	WEBSTER, WAYNE C.	120.00	230121	Rec Instructor-Rec
034357	01/24/23	XER00	XEROX CORPORATION	22.72	018015774	Equip Maint-Dispatch
034358	01/25/23	LOM01	LOMELI-BARRERA, LISA	417.28	230124	CONF/MTGS-CITY COUNCIL
034359	01/25/23	RAM06	RAMIREZ, ANDY	250.00	230125	SCHOLARSHIP-CITY COUNCIL
034360	01/26/23	49E00	49ER COMMUNICATIONS, INC.	8942.13	67677	EQUIP REPLAC-FIRE CAP REPLAC
034361	01/26/23	ATT02	AT&T	1220.00	19406283	COMMUNICATIONS-
034362	01/26/23	DOW01	DOWN RANGE	829.93	597099	UNIFORMS/CLOTH-POLICE
034363	01/26/23	EXP02	EXPRESS EMPLOYMENT PROFES	963.84	28546709	TEMP HELP-FINANCE
034364	01/26/23	GAB00	GABBARD, BRYAN	270.00	230128	REC INSTRUCTOR-REC
034365	01/26/23	INF00	INFRAMARK, LLC	13055.48	88476	PROP SVCS-WWTP
034366	01/26/23	MOO07	MOORE & BOGENER, INC.	180.00	13676	LGL SVCS-
034367	01/26/23	PAT02	PATTERSON ELECTRIC, INC.	285.00	6401	PROF SVCS-WTR
034368	01/26/23	PGE01	PG&E	30518.63	220123	Electricity General City-
034369	01/26/23	S&L00	S & L BREWER ENTERPRISES	250.00	23CORN01	K9 PROGRAM-POLICE
034370	01/26/23	TEH03	TEHAMA COUNTY E.A.C.	45.00	13131	ASSOC DUES-CITY ADMIN
034371	01/26/23	WAL02	WALKER PRINTING	420.42	42587	MAT & SUPPLIES-POLICE
034372	01/27/23	CAM04	CAMPILLO, ABDIEL	200.00	230127	Art Proj-Taco Bell Utility Box
034373	01/27/23	COR2A	CORNING MINI STORAGE	75.00	33112	Mat/Supplies-Rec

REPORT.: Jan 31 23 Tuesday  
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 Run By.: LORI SIMS

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

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034374	01/27/23	KUS02	KUSTOM SIGNALS, INC.,	2548.56	596845A	VEHICLE REPLACE-CAP IMPROV
034375	01/27/23	RED01	RED BLUFF DAILY NEWS	56.36	230113	COMMUNICATIONS-GEN CITY
034376	01/30/23	AIR00	AIRGAS USA, LLC	16.00	99941314A	MAT & SUPPLIES-FIRE
034377	01/30/23	BLA11	BLANCO, ELENA	145.00	230128	REC INSTRUCTOR-REC
034378	01/30/23	DIV02	DIVISION OF THE STATE ARC	64.80	20230130	PROF SERV-FINANCE
034379	01/30/23	GON03	GONZALEZ, ALEXIS MARISOL	120.00	230128	REC INSTRUCTOR-REC
034380	01/30/23	RES04	RESERVE ACCOUNT	3000.00	230127	COMMUNICATIONS-
034381	01/30/23	JOH11	JOHNSON, BRAYDEN ROBERT	205.00	230128	REC INSTRUCTOR-REC
034382	01/31/23	ALP00	ALPHA & OMEGA DRAIN CLEAN	175.00	011673	MAT & SUPPLIES-SWR
034383	01/31/23	ATT15	AT&T MOBILITY	696.16	230119	COMMUNICATIONS-
034384	01/31/23	BDI00	BDI	157.03	950292195	MAT & SUPPLIES-
034385	01/31/23	COP02	COPY CENTER	369.80	21554	OFFICE SUPPLIES-FINANCE
				321.43	21559	OFFICE SUPPLIES-FINANCE
			Check Total.....	691.23		
034386	01/31/23	COR08	CORNING LUMBER CO INC	416.41	230125	MAT & SUPPLIES-
034387	01/31/23	COR11	CORNING SAFE & LOCK	30.17	9302	MAT & SUPPLIES-PARKS
034388	01/31/23	COR13	CORNING VOLUNTEER FIRE	483.00	230125	TRAINING/ED-FIRE
034389	01/31/23	EMP03	EMPOWER TEHAMA	51465.31	11302022	EMPOWER TEHAMA-PROP 47 (2)
034390	01/31/23	FIR17	FIRST NATIONAL BANK OMAHA	2090.92	230127	MAT & SUPPLIES-
034391	01/31/23	INL01	INLAND BUSINESS SYSTEMS	209.46	IN3233351	COMMUNICATIONS-
034392	01/31/23	KNI00	KNIFE RIVER CONSTRUCTION	870.18	283706	A/C CITYWIDE-STR
034393	01/31/23	MCC07	MCCOY'S HARDWARE & SUPPLY	845.89	230127	MAT & SUPPLIES-
034394	01/31/23	NAP01	NAPA AUTO PARTS	1425.62	230125	VEH OP/MAINT-
034395	01/31/23	PAC29	PACE ANALYTICAL SERVICES,	189.16	230077128	PROF SVCS-WTR DEPT
034396	01/31/23	PGE2A	PG&E	65.70	230125	ELECT-CORNING COMMUNITY PARK
				222.52	230127	ELECT-MARTINI PLAZA
			Check Total.....	288.22		
034397	01/31/23	QUI02	QUILL CORPORATION	150.76	30259580	OFFICE SUPPLIES-DISPATCH
034398	01/31/23	RON03	RON DUPRATT FORD	1566.28	369489	VEH OP/MAINT-POLICE
034399	01/31/23	SCH01	LES SCHWAB TIRE CENTER	33.68	00457091	MAT & SUPPLIES-PARKS
034400	01/31/23	SUN13	SUN RIDGE SYSTEMS, INC	17435.00	7456	RIMS MAINT-DISPATCH
034401	01/31/23	TUP00	TUPES, KEVIN	2340.00	230126	WELL REPAIRS-WTR CAP IMPROV
034402	01/31/23	USA01	USA BLUE BOOK	435.21	248200	WELL CHLORINATOR-WTR CAP IMPROV
				226.32	249652	WELL CHLORINATOR-WTR CAP IMPROV
			Check Total.....	661.53		
034403	01/31/23	LEA01	LEAGUE OF CALIFORNIA CITI	5422.00	643263	ASSOC DUES-CITY COUNCIL
034404	01/31/23	TEH12	TEHAMA CO ASSESSOR	45.00	643263	OFFICE SUPPLIES-FINANCE
034405	01/31/23	\C113	RAMON GALVAN CASTILLO	67.41	000C30101	MQ CUSTOMER REFUND FOR CAS0062
034406	01/31/23	\H083	RAMON HERNANDEZ LUENGAS	25.77	000C30101	MQ CUSTOMER REFUND FOR HER0131
			Cash Account Total.....	224466.06		
			Total Disbursements.....	224466.06		
			Cash Account Total.....	.00		

REPORT.: Jan 31 23 Tuesday  
 RUN....: Jan 31 23 Time: 13:58  
 Run By.: LORI SIMS

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

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13624	01/26/23	BAN03	POLICE OFFICER ASSOC.	275.00	C30126	POLICE OFFICER ASSOC
13625	01/26/23	CAL37	CALIFORNIA STATE DISBURSE	138.46	C30126	WITHHOLDING ORDER
13626	01/26/23	DEP21	US DEPARTMENT OF THE TREA	336.79	C30126	WageAssign#WG2283922
13627	01/26/23	EDD01	EMPLOYMENT DEVELOPMENT	5046.76	C30126	STATE INCOME TAX
				1530.69	1C30126	SDI
				-205.73	2C30126	STATE INCOME TAX
				-61.33	3C30126	SDI
				41.48	4C30126	STATE INCOME TAX
				34.51	5C30126	SDI
			Check Total.....	6386.38		
13628	01/26/23	FED00	FEDERAL PAYROLL TAXES (EF	14200.37	C30126	FEDERAL INCOME TAX
				17367.74	1C30126	FICA
				4061.80	2C30126	MEDICARE
				-577.48	3C30126	FEDERAL INCOME TAX
				-691.38	4C30126	FICA
				-161.70	5C30126	MEDICARE
				202.34	6C30126	FEDERAL INCOME TAX
				389.02	7C30126	FICA
				90.98	8C30126	MEDICARE
			Check Total.....	34881.69		
13629	01/26/23	MIS03	MISSIONSQUARE - PLAN#3020	2344.50	C30126	ICMA DEF. COMP
				215.00	1C30126	ICMA DEF. COMP ER PD
			Check Total.....	2559.50		
13630	01/26/23	PERS1	PUBLIC EMPLOYEES RETIRE	25898.14	C30126	PERS PAYROLL REMITTANCE
				-927.24	1C30126	PERS PAYROLL REMITTANCE
				491.50	2C30126	PERS PAYROLL REMITTANCE
			Check Total.....	25462.40		
13631	01/26/23	PERS4	Cal Pers 457 Def. Comp	2089.41	C30126	PERS DEF. COMP.
				362.50	1C30126	PERS DEF. COMP. ER P
				-380.00	2C30126	PERS DEF. COMP.
				-30.00	3C30126	PERS DEF. COMP. ER P
				380.00	4C30126	PERS DEF. COMP.
				30.00	5C30126	PERS DEF. COMP. ER P
			Check Total.....	2451.91		
13632	01/26/23	STA04	STATE OF CALIFORNIA	459.08	C30126	WAGEASN CS#571350142
13633	01/26/23	VAL06	VALIC	2378.32	C30126	AIG VALIC P TAX
				232.50	1C30126	AIG VALIC P TAX ER P
			Check Total.....	2610.82		
13634	01/31/23	AFL01	AMERICAN FAMILY LIFE	923.10	C30131	AFLAC INS.PRE TAX
				117.24	1C30131	AFLAC INS.AFTER TAX
			Check Total.....	1040.34		
13635	01/31/23	BLU02	BLUE SHIELD OF CALIFORNIA	18322.99	C30131	MEDICAL INSURANCE
13636	01/31/23	OEU01	OPERATING ENGINEERS #3	27622.00	C30131	MEDICAL INSURANCE
13637	01/31/23	OEU02	OPERATING ENG. (DUES)	272.00	C30131	UNION DUES MGMT
				748.00	1C30131	UNION DUES POLICE
				567.00	2C30131	UNION DUES DISPATCH
				945.00	3C30131	UNION DUES-MISC
			Check Total.....	2532.00		
13638	01/31/23	PRI04	PRINCIPAL LIFE INSURANCE	1990.82	C30131	DENTAL INSURANCE
				236.45	1C30131	VISION INSURANCE
				852.80	2C30131	LIFE INSURANCE
			Check Total.....	3080.07		
			Cash Account Total.....	128159.43		
			Total Disbursements.....	128159.43		

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REPORT.: Feb 08 23 Wednesday  
 RUN...: Feb 08 23 Time: 14:00  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 02-23 thru 02-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034374	02/01/23	KUS02	KUSTOM SIGNALS, INC.	-2548.56	596845Au	Ck# 034374 Reversed
034407	02/01/23	COR07	CORBIN WILLITS SYSTEMS, I	713.43	000C302011	EQUIP MAINT-FINANCE
034408	02/01/23	COR09	CORNING CHAMBER OF COMM.	1000.00	000C302011	CngChamberComm. Economic
034409	02/01/23	KUS02	KUSTOM SIGNALS, INC.	2548.56	596845AA	VEH REPLAC-CAP IMPROV
034410	02/01/23	MOO07	MOORE & BOGENER, INC.	5525.00	000C302031	CONSULTING SVCS-LGL SVCS
034411	02/01/23	NEL00	NELSON, JEFFREY NEIL	54.70	000C302011	PROF SVCS-FIRE DEPT
034412	02/01/23	OCH01	OCHOA CLEANING	4370.00	000C302011	JANITORIAL SERVICES-
034413	02/01/23	PIT01	PITNEY BOWES	183.80	000C302011	Rents/Leases Finance Dept
034414	02/01/23	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C302011	PROF SVCS-FIRE DEPT
034415	02/02/23	ASB00	ASBURY ENVIRONMENTAL SERV	95.00	00898258	MAT & SUPPLIES-MECH MAINT
034416	02/02/23	COM01	COMPUTER LOGISTICS, INC	3720.00	83938	EQUIP MAINT-
034417	02/02/23	DM001	DM-TECH	119.90	202302011	COMMUNICATIONS-GEN CITY
034418	02/02/23	EIN00	EINHORN, GREGORY PAUL	4500.00	12342	EE RELATIONS-LGL SVCS
034419	02/02/23	EXP02	EXPRESS EMPLOYMENT PROFES	1069.26	28564979	TEMP HELP-FINANCE
034420	02/02/23	IWO01	IWORQ SYSTEMS	6000.00	199714	IWORQ-BLD & SAFETY
034421	02/02/23	JOH00	JOHNSTON, CAIDEE	200.00	230202	ART PROJECT-SOLANO & MARGUERITE UTILITY BOX
034422	02/02/23	PGE04	PG&E	427.14	230129	TranspFacility-
034423	02/02/23	PGE2A	PG&E	6.15	230130	ELECT-CLELAND PROP
034424	02/02/23	TEH30	TEHAMA CNTY AIR POLLUTION	382.50	2223PTO37	EQUIP MAINT-
034425	02/02/23	USA01	USA BLUE BOOK	1769.92	252907	WELL CHLORINATOR-WTR CAP IMPROV
034426	02/02/23	VAL11	VALLEY PACIFIC PETROLEUM	1927.98 1602.71	23-588138 23-588139	MAT & SUPPLIES- VEH OP/MAINT-
			Check Total.....	3530.69		
034427	02/02/23	WAL11	WALBERG INC.	15371.22	#5	SOLANO PROJECT-STREET PROJECTS
034428	02/02/23	AIR00	AIRGAS USA, LLC	74.28	999484233	MAT & SUPPLIES-FIRE
034429	02/02/23	DUT00	DUTCH BOY GRAPHICS	182.10	230129	MAT & SUPPLIES-REC
034430	02/02/23	VAL11	VALLEY PACIFIC PETROLEUM	232.08	23-588140	VEH OP/MAINT-FIRE
034431	02/03/23	VOID	VOIDED CHECK			
034432	02/03/23	VOID	VOIDED CHECK			
034433	02/03/23	VOID	VOIDED CHECK			
034434	02/03/23	VOID	VOIDED CHECK			
034435	02/03/23	VOID	VOIDED CHECK			
034436	02/03/23	VOID	VOIDED CHECK			
034437	02/03/23	DOW01	DOWN RANGE	165.86	599585	UNIFORMS/CLOTHING-POLICE
034438	02/03/23	GRA02	GRAINGER, W.W., INC	77.71	959378990	BLD MAINT-POLICE
034439	02/03/23	TEH15	TEHAMA CO SHERIFF'S DEPT	73.50	12012022	PROF SVCS-POLICE
034440	02/03/23	WAL02	WALKER PRINTING	503.00	42638	MAT & SUPPLIES-POLICE
034441	02/03/23	WEB02	WEBSTER, WAYNE C.	120.00	230204	REC INSTRUCTOR-REC
034442	02/03/23	MCI04	MCINTYRE, JASON	379.50	01302023	TRAINING/ED-POLICE
034443	02/06/23	MOS03	MOSHER, JEREMY STEVEN	123.30	230202	PANT REIMBURSEMENT-PW ADMIN
034444	02/06/23	KIN14	KINETICS ACADEMY OF DANCE	630.00	230205	REC INSTRUCTOR-REC
034445	02/06/23	WAR05	WARREN, DANA KARL	470.25	230206	REC INSTRUCTOR-REC
034446	02/07/23	ARA02	ARAMARK UNIFORM SERVICES	88.05 88.05 88.05 88.05	196592 202102 207674 213133	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
			Check Total.....	352.20		
034447	02/07/23	ATT17	AT&T	80.25	230131	COMMUNICATIONS-FIRE
034448	02/07/23	CAR12	CARREL'S OFFICE SOLUTIONS	17.76	AR51744	MAT & SUPPLIES-LIBRARY

REPORT.: Feb 08 23 Wednesday  
 RUN....: Feb 08 23 Time: 14:00  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 02-23 thru 02-23 Bank Account.: 1020

PAGE: 002  
 ID #: PY-DP  
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034449	02/07/23	COR05	CORNING AUTO CENTER	713.33	52503	VEH OP/MAINT-POLICE
034450	02/07/23	CYR00	CYRACOM, LLC	25.00	202301279	COMMUNICATIONS-DISPATCH
034451	02/07/23	FIR11	FIRST NATIONAL BANK OMAHA	308.83	230127	EQUIP MAINT-FIRE
034452	02/07/23	FIR16	FIRST NATIONAL BANK OMAHA	50.00	230127	CONF/MTGS-PLANNING
034453	02/07/23	FIR20	FIRST NATIONAL BANK OMAHA	563.54	230127	MAT & SUPPLIES-
034454	02/07/23	HOM03	HOME DEPOT	35.00	230120	MAT & SUPPLIES-FINANCE
034455	02/07/23	JMB01	JMB OIL COMPANY	724.37	255588	VEH OP/MAINT-
034456	02/07/23	NOR15	NORTHERN CALIFORNIA GLOVE	47.81 68.64	01555576 01554970A	MAT & SUPPLIES- MAT & SUPPLIES-
			Check Total.....	116.45		
034457	02/07/23	PAC29	PACE ANALYTICAL SERVICES,	281.53	230100228	PROF SVCS-WTR DEPT
034458	02/07/23	PGE01	PG&E	1666.81 574.14	230201 230201A	ELECT- ELECT-
			Check Total.....	2240.95		
034459	02/07/23	PGE04	PG&E	444.81	230206	TranspFacility-
034460	02/07/23	PGE05	PG&E	3229.88	230201	FIRE-ELECT & GAS
034461	02/07/23	PGE2A	PG&E	208.38	230127A	ELECT-MCDONALD,CASSANDRA.SALADO L&L & TOOMES AVE
034462	02/07/23	PGE2B	PG&E	14689.90	230127	ELECT-WWTP
034463	02/07/23	QUI02	QUILL CORPORATION	29.72	30357048	OFFICE SUPPLIES-
034464	02/07/23	RED15	RED TRUCK ROCK YARD, LLC	252.04	1455	MAT & SUPPLIES-PARKS
034465	02/07/23	SEI01	SEILER, ROY R., CPA	3180.00	30541	PROF SVCS-FINANCE
034466	02/07/23	TEH15	TEHAMA CO SHERIFF'S DEPT	24.50	02012023	PROF SVCS-POLICE
034467	02/07/23	THO01	THOMES CREEK ROCK CO	845.42	230131	MAT & SUPPLIES-
034468	02/07/23	TRI02	TRI-COUNTY NEWSPAPERS	114.50	00287039	Print/Advert. City Clerk
034469	02/07/23	FIR10	FIRST NATIONAL BANK OMAHA	64.95	01272023	COMMUNICATIONS-DISPATCH
034470	02/07/23	FIR13	FIRST NATIONAL BANK OMAHA	1110.14	01272023	MAT & SUPPLIES-
034471	02/07/23	NOR47	NORTHSTAR	748.75 10972.50	80218 80220	2020 STREET PROJ-STR PROJ PROF SVCS-PW ADMIN
			Check Total.....	11721.25		
034472	02/07/23	PAY01	PAYGOV.US LLC	2737.68	1136	COVID 19-FINANCE
034473	02/07/23	SCH01	LES SCHWAB TIRE CENTER	321.19	00455375	VEH OP/MAINT-POLICE
034474	02/08/23	EXP02	EXPRESS EMPLOYMENT PROFES	1174.68	28594220	TEMP HELP-FINANCE
034475	02/08/23	HOU00	HOUSING TOOLS	670.00	2633	PROF SVCS-GEN CITY
034476	02/08/23	LAM05	LAMB UNLIMITED GENERAL EN	6776.41	202	POST STORM EXPENSES-BLD MAINT
034477	02/08/23	MOU02	MOULE'S TEHAMA COUNTY GLA	250.00	2514	BLD MAINT-TRANS FAC
034478	02/08/23	NOR15	NORTHERN CALIFORNIA GLOVE	353.99	01554172	MAT & SUPPLIES-
034479	02/08/23	PEN01	PENDERGRAFT, JAMES CURTIS	80.00	230207	PANT REIMBURSEMENT-PW ADMIN
034480	02/08/23	USA01	USA BLUE BOOK	479.20 1807.71 7.38	18478 258611 SC5342	WELL CHLORINATOR-WTR CAP IMPROV WELL CHLORINATOR-WTR CAP IMPROV MAT & SUPPLIES-FINANCE
			Check Total.....	2294.29		
034481	02/08/23	BUS01	BUSINESS CONNECTIONS	139.00	82343	PROF SVCS-
034482	02/08/23	TPX00	TPX COMMUNICATIONS	1160.84	166548871	COMMUNICATIONS-
034483	02/08/23	COR11	CORNING SAFE & LOCK	48.49	9303	MAT & SUPPLIES-WTR
			Cash Account Total.....	109606.26		
			Total Disbursements.....	109606.26		
			Cash Account Total.....	.00		

REPORT.: Feb 08 23 Wednesday  
 RUN....: Feb 08 23 Time: 14:00  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 02-23 thru 02-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13648	02/08/23	BAN03	POLICE OFFICER ASSOC.	275.00	C30208	POLICE OFFICER ASSOC
13649	02/08/23	CAL37	CALIFORNIA STATE DISBURSE	138.46	C30208	WITHHOLDING ORDER
13650	02/08/23	DEP21	US DEPARTMENT OF THE TREA	336.79	C30208	WageAssign#WG2283922
13651	02/08/23	EDD01	EMPLOYMENT DEVELOPMENT	4799.54	C30208	STATE INCOME TAX
				1506.44	1C30208	SDI
			Check Total.....:	6305.98		
13652	02/08/23	FED00	FEDERAL PAYROLL TAXES (EF	13646.73	C30208	FEDERAL INCOME TAX
				16890.32	1C30208	FICA
				3950.12	2C30208	MEDICARE
			Check Total.....:	34487.17		
13653	02/08/23	MIS03	MISSIONSQUARE - PLAN#3020	2344.50	C30208	MISSIONSQUARE 457
				215.00	1C30208	MISSIONSQUARE 457 ER
			Check Total.....:	2559.50		
13654	02/08/23	PERS1	PUBLIC EMPLOYEES RETIRE	24779.51	C30208	PERS PAYROLL REMITTANCE
13655	02/08/23	PERS4	Cal Pers 457 Def. Comp	2089.41	C30208	PERS DEF. COMP.
				362.50	1C30208	PERS DEF. COMP. ER P
			Check Total.....:	2451.91		
13656	02/08/23	STA04	STATE OF CALIFORNIA	459.08	C30208	WAGEASN CS#571350142
13657	02/08/23	VAL06	VALIC	2429.82	C30208	AIG VALIC P TAX
				232.50	1C30208	AIG VALIC P TAX ER P
			Check Total.....:	2662.32		
			Cash Account Total.....:	74455.72		
			Total Disbursements.....:	74455.72		

Date.: Feb 8, 2023  
 Time.: 12:05 pm  
 Run by: LORI SIMS

CITY OF CORNING  
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
 List.: NEWB  
 Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ASSA ABLOY ENTRANCE	1900 AIPOPT RD	MONROE, NC 28110	INSTALL AND SERVICE PEDESTRIAN DOORS	01/25/23
J&S ASPHALT	4512 YANKEE HILL	ROCKLIN, CA 95677	CONCRETE WORK	01/19/23
PLATINUM INSULATION	155 D'ARCY PKWY	LATHROP, CA 95330	INSULATION CONTRACTOR	01/23/23
RJ'S HEATING & AIR R	1108 FIFTH AVE	CORNING, CA 96021	REPAIR OF HEATING & AIR CONDITIONING UNI	01/30/23
SHIELDS PLUMBING	6009 AUBURN BLVD #100	CITRUS HEIGHTS, CA 95621	COMMERCIAL PLUBLING CONTRACTOR	01/26/23
SIERRA VALLEY PAINTI	1830 VERNON ST STE 5	ROSEVILLE, CA 95678	PAINTING CONTRACTOR	01/25/23
TECHNICAL STEEL CONS	3674 A ESPLANADE	CHICO, CA 95973	STRUCTURAL, STEEL CONTRACTOR	01/23/23
TILTON PACIFIC CONST	595 MENLO DR	ROCKLIN, CA 95675	GENERAL CONTRACTOR	01/23/23



**CITY OF CORNING**  
**TREASURER'S REPORT**  
**JANUARY 2023**

<b><u>AGENCY</u></b>		<b><u>BALANCE</u></b>	<b><u>RATE</u></b>
Local Agency Investment Fund	\$	9,190,796.84	2.07%

Respectfully submitted:

Laura L. Calkins  
City Treasurer



## Monthly Permit Report

01/01/2023 - 01/31/2023

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
23023	1/31/2023	ISSUED	071-020-042-000	1964 NORTH ST	VALLEJO, JOSE M VALDOVINOS ETAL	1964 NORTH STREET	Corning	96021	Solar	\$16,640
23022	1/30/2023	ISSUED	073-020-051-000	115 MCLANE AVE	CROCKER JOLLY FAMILY LIVING TRUST 11/3/16 ETAL Crocker, Stephen ETAL TRS	590 SUMMIT DR	EMERALD HILLS CA	94062		\$2,600
23021	1/27/2023	Cancelled	062-410-002-000	6982 ROUNDUP DR	RANCHO TEHAMA ASSN INC	PO BOX 5111	CORNING CA	96021	Electrical	\$6,900
23020	1/25/2023	ISSUED	075-330-003-000	262 VICTORIAN PARK	CULBERTSON, JAMES J ETAL TRS CULBERTSON FAMILY TR	3420 HOUGHTON AVENUE	CORNING CA	96021	Mechanical	\$9,185
23019	1/24/2023	Finaled	071-112-002-000	1315 BUTTE ST	PROFANT, THOMAS J ETAL	1315 BUTTE ST	Corning	96021	Building	\$11,000
23018	1/24/2023	ISSUED	071-164-003-000	1421 MARIN ST	CHURCH, FIRST CHRISTIAN OF CORNING	P O BOX 473	Corning	96021	Mechanical	\$4,400
23017	1/23/2023	approved " FEES DUE "	071-242-003-000	1341 SIXTH AVE	ROMO FAMILY TRUST 10/15/18; ROMO, ABSALON G ETAL TRS	1341 6th Ave.	Corning	96021	Mechanical	\$11,922
23016	1/20/2023	Finaled	073-112-001-000	523 WALNUT ST	FRANER, TIMOTHY M & GREER-FRANER, JANICE L	523 WALNUT ST	Corning	96021	Solar	\$24,091
23015	1/19/2023	ISSUED	071-073-003-000	1822 COLUSA ST	TOMASINI, JAMES C ETAL TRS TOMASINI FAMILY TRUST 9	P O BOX 865	Corning	96021	Solar	\$19,000
23014	1/19/2023	ISSUED	073-132-002-000	1111 SECOND ST	LEWIS, LEVI ETAL	1111 SECOND ST	CORNING CA	96021	Building	\$7,500

23013	1/19/2023	ISSUED	071-320-028-000	440 TOOMES AVE	DUNCAN, DAVID A & JANET A	440 TOOMES	Corning	96021	Solar	\$28,125
23012	1/18/2023	ISSUED	071-203-014-000	2169 BLOSSOM AVE	VERA, MANUEL BRICENO ETAL	2169 BLOSSOM AVE	Corning	96021	Solar	\$38,182
23011	1/13/2023	Finaled	071-042-003-000	1615 TEHAMA ST	McInnis Properties LLC	3204 Orange Ave.	Oroville	95966		\$15,500
23010	1/11/2023	ISSUED	071-042-003-000	1615 TEHAMA ST	McInnis Properties LLC	3204 Orange Ave.	Oroville	95966	Solar	\$16,640
23009	1/11/2023	ISSUED	071-350-024-000	382 RIO GRANDE CT	PEREZ, GUSTAVO	382 RIO GRANDE COURT	CORNING CA	96021	Solar	\$16,000
23008	1/10/2023	ISSUED		669 EDITH	DUTCH BROTHERS				Signs	\$30,000
23007	1/9/2023	ISSUED	071-114-011-000	601 5TH ST	GALLARDA, DOROTHY E TR GALLARDA REVOC TRUST	601 5TH ST	Corning	96021	Building	\$9,800
23006	1/5/2023	ISSUED	071-204-024-000	2073 DONNOVAN AVE	ALVARADO, DAVID HERRERA & DE HERRERA, CONSUELO C	P O BOX 974	Corning	96021	Solar	\$33,000
23005	1/4/2023	ISSUED	071-044-003-000	1513 TEHAMA ST	DEVINE, NICOLE E	4725 MARY AVE	Corning	96021	Building	\$5,935
23004	1/4/2023	ISSUED	071-044-003-000	1513 TEHAMA ST	DEVINE, NICOLE E	4725 MARY AVE	Corning	96021	Encroachment	\$5,935
23002	1/3/2023	ISSUED	073-134-008-000	801 WALNUT ST	SAN FRANCISCO FIRE CREDIT UNION	C/O CENLAR FSB	425 PHILLIPS BLVD EWING NJ 08618		Solar	\$60,638
23001	1/3/2023	Finaled	071-203-010-000	2145 BLOSSOM AVE	VALERIO, JOSE J & JUAREZ, SANDRA	2145 BLOSSOM AVE	Corning	96021	Plumbing	\$699
										\$373,692

Total Records: 22

2/8/2023



# **CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT JANUARY 2023**

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

- Completed monthly reports
- 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.
- Completed inspections on collection system trouble spots
- Inframark staff responded to sewer overflow on North ST. & Rio Del Ray.  
Blockage was cleared and cleanup was completed.
- City approved 5-year Operations Contract Agreement with Inframark.

December 2022

Effluent Flow Monthly Average= 863,000 GPD

ITEM NO.: G-11  
AUTHORIZE PAYMENT OF INVOICE  
#192715 TO PSOMAS IN THE AMOUNT  
OF \$69,590.36 FOR CONSTRUCTION  
MANAGEMENT AND INSPECTIONS  
DURING THE SOLANO STREET  
IMPROVEMENT PROJECT

February 14, 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 #192715 for construction management and inspections during the Solano Street Improvement Project, in the amount of \$69,590.36. This will be the fourth payment for this contract.

A summary of work was completed between December 30, 2022 through February 2, 2023 is included with the invoice.

**BACKGROUND:**

Psomas was awarded the construction management and testing services contract for the Solano Street Rehabilitation Project on June 28, 2022 City Council Meeting in the amount of \$99,886.00. An additional work authorization in the amount of \$37,027.00 was awarded to Psomas on August 18, 2022 and in the amount of \$64,591.00 on January 24, 2023 for an increased scope of work. The total cost for the contract including the approved additional work is \$201,503.00.

**FINANCIAL:**

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

**RECOMMENDATION:**

THAT MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #192715 IN THE AMOUNT OF \$69,590.36 TO PSOMAS FOR CONSTRUCTION MANAGEMENT AND INSPECTIONS DURING THE SOLANO STREET IMPROVEMENT PROJECT FROM THE FUNDING ACCOUNT 001-9299-3001.

# PSOMAS

## Invoice

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

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

Invoice Date: February 10, 2023  
Project No: 6COR050100  
Invoice No: 192715

**Total this Invoice: \$69,590.36**

Solano Street Repairs Project  
Professional Services from December 30, 2022 to February 2, 2023

---

Task	00001	Construction Management & Inspection		
<b>Professional Personnel</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager		4.00	230.91	923.64
Resident Engineer		125.00	225.28	28,160.00
Construction Inspector		111.00	210.38	23,352.18
Office Engineer		30.00	136.72	4,101.60
Contract Administrator		9.00	83.66	752.94
	Totals	279.00		57,290.36
	<b>Total Labor</b>			<b>57,290.36</b>
<b>Consultants</b>				
Consultants				12,300.00
	<b>Total Consultants</b>			<b>12,300.00</b>
			<b>Total this Task</b>	<b>\$69,590.36</b>
<b>Billing Limits</b>				
	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	69,590.36	131,422.86	201,013.22	
Limit			201,239.06	
Remaining			225.84	
		<b>Total this Invoice</b>		<b>\$69,590.36</b>





ITEM NO.: G-12  
AUTHORIZE PAYMENT OF INVOICE #5  
TO WALBERG, INC. IN THE AMOUNT OF  
\$15,371.22 FOR THE SOLANO STREET  
IMPROVEMENT PROJECT

February 14, 2023

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

**SUMMARY:**

Staff requests Council authorize payment of invoice #5 for Walberg, Inc. for intersection removal and replacement for the Solano Street Improvement Project, in the amount of \$15,371.22. This will be the fifth payment for this contract.

The invoice includes work completed between December 20, 2022 through January 19, 2023.

**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 4<sup>th</sup> 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 5<sup>th</sup> and 6<sup>th</sup> 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 INVOICE #5 IN THE AMOUNT OF \$15,371.22 TO WALBERG INC. FOR THE SOLANO STREET IMPROVEMENT PROJECT FROM THE FUNDING LISTED ABOVE.

Project Name: Solano Street Improvement Project

Project Number:

Date From: 12/20/2022

Date To: 1/19/2023

City of Corning  
Public Works Department  
Engineering Division

Contractor: Walberg Inc.  
Address: 6041 State Hwy 99W  
Corning, CA 96021  
Contract #: (530) 82A-0773

Invoice Number: 5

Item Number	Units	Project Item Description	BID Summary		Previous Paid Amount		Assess this Invoice		Total Amount to Date		
			New Bid Q	UNIT PRICE	Authorized Contract Amount	% or Quantity of Contract	Amount	% or Quantity of Contract	Amount	% or Quantity of Contract	Amount
1	LS	1	1	\$ 20,200.00	\$ 20,200.00	1.00	1.00	20,200.00	1.00	20,200.00	
2	LS	1	1	\$ 6,000.00	\$ 6,000.00	1.00	1.00	6,000.00	1.00	6,000.00	
3	LS	1	1	\$ 65,200.00	\$ 65,200.00	1.00	1.00	65,200.00	1.00	65,200.00	
4	LS	1	1	\$ 2,400.00	\$ 2,400.00	1.00	1.00	2,400.00	1.00	2,400.00	
5	LS	1	1	\$ 125,250.00	\$ 125,250.00	1.00	1.00	125,250.00	1.00	125,250.00	
6	LS	1	1	\$ 117,700.00	\$ 117,700.00	1.00	1.00	117,700.00	1.00	117,700.00	
7	LS	1	1	\$ 5,250.00	\$ 5,250.00	1.00	1.00	5,250.00	1.00	5,250.00	
8	CY	2450	743	\$ 90.00	\$ 37,150.00	743.00	743.00	37,150.00	743.00	37,150.00	
9	TN	770	982.5	\$ 277.00	\$ 213,290.00	982.50	982.50	268,612.50	982.50	268,612.50	
10	SF	4360	*	\$ 44.00	\$ 191,840.00						
11	LF	45		\$ 240.00	\$ 10,800.00	20.00	20.00	4,800.00	20.00	4,800.00	
12	LF	66		\$ 76.50	\$ 5,055.00	64.00	64.00	4,896.00	64.00	4,896.00	
13	LF	263		\$ 65.00	\$ 17,095.00	148.00	148.00	9,620.00	148.00	9,620.00	
14	EA	4		\$ 3,082.00	\$ 12,328.00	4.00	4.00	12,328.00	4.00	12,328.00	
15	EA	4		\$ 500.00	\$ 2,000.00	2.00	2.00	1,000.00	2.00	1,000.00	
16	LF	1180		\$ 1.30	\$ 1,534.00	1180.00	1180.00	1,534.00	1180.00	1,534.00	
17	LF	390		\$ 1.30	\$ 507.00	390.00	390.00	507.00	390.00	507.00	
18	LF	860		\$ 6.00	\$ 5,160.00	860.00	860.00	5,160.00	860.00	5,160.00	
19	LF	884		\$ 6.00	\$ 5,304.00	884.00	884.00	5,304.00	884.00	5,304.00	
20	SF	160		\$ 8.50	\$ 1,360.00	160.00	160.00	1,360.00	160.00	1,360.00	
21	SF	30		\$ 6.50	\$ 1,950.00	30.00	30.00	1,950.00	30.00	1,950.00	
22	SF	105		\$ 7.00	\$ 735.00	105.00	105.00	735.00	105.00	735.00	
23	SF	42		\$ 8.50	\$ 357.00	42.00	42.00	357.00	42.00	357.00	
24	SF	145		\$ 65.00	\$ 9,425.00	145.00	145.00	9,425.00	145.00	9,425.00	
25	SF	44000		\$ 0.50	\$ 22,000.00	1414.00	1414.00	707.00	1414.00	707.00	
26	LS	1		\$ 7,875.00	\$ 7,875.00	1.00	1.00	7,875.00	1.00	7,875.00	
1	EA	35		\$ 2,650.00	\$ 92,750.00	33.00	33.00	67,600.00	33.00	67,600.00	
2	EA	10		\$ 1,310.00	\$ 13,100.00			13,100.00		13,100.00	
* denotes a change in the items Authorized Contract Amount									This Invoice	\$ 13,100.00	
ORIGINAL CONTRACT AMOUNT =									\$ 984,395.00	Total to Date	\$ 873,603.00

Item Number	Project Item Description	BID Summary			Previous Paid Amount		Amount this Invoice		Total Amount to Date	
		Units	Bid Quantity	New Bid Q.	Authorized Contract Amount	% of Quantity of Contract	Amount	% of Quantity of Contract	Amount	% of Quantity of Contract
CCO #1	Contract Change Order Description	Units	Bid Quantity	New Bid Q.	Authorized Contract Amount	% of Quantity of Contract	Amount	% of Quantity of Contract	Amount	% of Quantity of Contract
	Over Excavation	L5	1		\$192,988.25					
	EWB dated 7/5/2022 - Began over excavation	L5	1		\$12,185.88	1.00				
	Over Ex all SF cost	L5	1		\$37,731.20	1.00				
	EWB dated 7/13/2022 - Began Removing AB from 4th	L5	1		\$7,632.80	1.00				
	EWB dated 7/15/2022 - Finalized Removing AB from 4th	L5	1		\$13,382.10	1.00				
	EWB dated 7/18/2022 - Repgrade 4th for paving	L3	1		\$9,653.02	1.00				
	MMA (Paid for Under Item)	TN	257		\$277.00	1.00				
CCO #2					\$288,888.74					
3	Traffic Control (Item Adjustment)	L5	-0.24		\$95,200.00	-0.24				
6	Handy Excavation (Item Adjustment)	L5	-0.34		\$117,208.00	-0.34				
8	AB Class II (Item Adjustment)	C7	-1707		\$50.00					
9	MMA @ Bid Price up to 120% (Paid Under Item)	TN	182.5		\$277.00					
9.1	MMA @ \$277/TN (Paid Under CCO)	TN	872.5		\$277.00	791.33				
10	Concrete Stamped Crosswalks (Item Eliminated)	SF	-4300		\$44.00					
10.1	Stamped Colored MMA	L6	1		\$84,418.40	1.00				
MTE	Remove Existing Fabric (FA)	L5	1		\$18,620.81	1.00				
MTE	Polish & Lower Utilities (FA)	L5	1		\$97,540.89	1.00				
MTE	Compact Treat & Rough Grade (FA)	L5	1		\$144,851.18	1.00				
CCO #3	Place & Compact 4" AB (FA)(Inclusion additional AB)	L5	1		\$59,639.35	1.00				
CCO #4	Tree Grates	L5	1		\$12,407.79	0.22				
	Additional Traffic Strips	L5	1		\$20,886.25	1.00				
					CONTRACT CHANGE ORDER TOTAL =	\$	442,173.89			
					This Invoice	\$	3,888.33	Total to Date	\$	623,128.33
					ORIGINAL CONTRACT AMOUNT =	\$	1,024,005.00			
					NEW CONTRACT AMOUNT =	\$	994,305.00			
					NEW CONTRACT + CCO'S AMOUNT =	\$	1,436,478.00			
					TOTAL INVOICED TO DATE =	\$	1,436,478.00			
					TOTAL THIS INVOICE =	\$	16,180.23			
					5% RETENTION THIS INVOICE =	\$	809.01			
					PROJECT RETENTION TOTAL =	\$	71,638.09			
					AMOUNT DUE THIS INVOICE - 5% =	\$	15,371.22			

01/20/2023

Date 1-20-2023

Shawn Harrison, Project Engineer

Chris Jorgensen, Project Manager

Robert Kempmann, Project Manager

Prepared by

Checked by

Approved by

ITEM NO.: G-13  
APPROVE LETTER OF SUPPORT FOR THE  
TEHAMA COUNTY TRANSPORTATION  
COMMISSION'S GRANT APPLICATION FOR  
THE LAKE CALIFORNIA DRIVE  
RECONSTRUCTION PROJECT

February 14, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: KRISTINA MILLER, CITY MANAGER   
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT   
LISA M. LINNET, CITY CLERK

**SUMMARY:**

Approve and authorize the Mayor to sign a "Letter of Support" on behalf of the City of Corning endorsing the Tehama County Transportation Commission's (TCTC) submittal to the United States Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Competitive Grant Program for the Lake California Drive Reconstruction Project.

**BACKGROUND:**

TCTC, in partnership with Tehama County Department of Public Works, is requesting a \$500,000 grant award to support the planning, preparation, and design of a surface transportation infrastructure project. This project would be delivered in a rural area and would be of significant assistance as the project may be completely federally funded.

The project is a high priority to the region, and with the assistance of a grant award, would begin construction in FFY2026-27. This project is significant to the region as the identified facility and corridor currently underserves the existing population. The project would support Vision Zero by reducing traffic fatalities and severe injuries, while increasing safe, healthy, and equitable mobility for all. Lake California Drive is narrow, has significant obstacles such as trees and utility poles in the ROW, which account for the bulk of serious injuries when struck. The Pavement Condition Index for this facility is currently ranked at 45. While the shoulders are narrow, and do not support bike/ped traffic, it also serves the only ingress/egress to a community of thousands.

The Lake California Drive Reconstruction Project not only addresses current safety concerns, but it would assist in hardening the community to climate change. Currently, during a natural disaster, residents shelter in place to provide for incoming disaster response which eliminates a potential evacuation route. It is the intent of this project to incorporate complete streets elements and a separated bike/ped path available for use as a priority lane that will be specifically designed to support emergency service vehicles during a disaster to avoid closure of the only escape route.

**RECOMMENDATION:**

MAYOR AND COUNCIL APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE ATTACHED LETTER OF SUPPORT FOR THE TEHAMA COUNTY TRANSPORTATION COMMISSION'S (TCTC) GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY COMPETITIVE GRANT PROGRAM FOR THE LAKE CALIFORNIA DRIVE RECONSTRUCTION PROJECT.



# City of Corning

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

February 14, 2023

The Honorable Pete Buttigieg  
Secretary of the United States Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Secretary Buttigieg:

The City of Corning supports the application of the Tehama County Transportation Commission (TCTC) to the United States Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) competitive grant program for the Lake California Drive Reconstruction Project.

TCTC, in partnership with Tehama County Department of Public Works, is requesting a \$500,000 grant award to support the planning, preparation, and design of a surface transportation infrastructure project. This project would be delivered in a rural area and would be of significant assistance as the project may be completely federally funded.

The project is a high priority to the region, and with the assistance of a grant award, would begin construction in FFY2026-27. This project is significant to the region as the identified facility and corridor currently underserves the existing population. The project would support Vision Zero by reducing traffic fatalities and severe injuries, while increasing safe, healthy, and equitable mobility for all. Lake California Drive is narrow, has significant obstacles such as trees and utility poles in the ROW, which account for the bulk of serious injuries when struck. The Pavement Condition Index for this facility is currently ranked at 45. While the shoulders are narrow, and do not support bike/ped traffic, it also serves the only ingress/egress to a community of thousands.

The Lake California Drive Reconstruction Project not only addresses current safety concerns, but it would assist in hardening the community to climate change. Currently, during a natural disaster, residents shelter in place to provide for incoming disaster response which eliminates a potential evacuation route. It is the intent of this project to incorporate complete streets elements and a separated bike/ped path available for use as a priority lane that will be specifically designed to support emergency service vehicles during a disaster to avoid closure of the only escape route.

The City of Corning's support of this project is based in the understanding that rural communities such as Paradise, Berry Creek, and Bucks Lake, disproportionality carry the burden of being in proximity to natural resources affected by environmental changes and the urgency to responding effectively with transportation facility improvements. The City of Corning appreciates USDOT for its consideration of this project.

Sincerely,

Robert Snow, Mayor  
City of Corning

ITEM NO: G-14  
APPROVE MAYOR'S RECOMMENDATION  
TO APPOINT COUNCILWOMAN LISA  
LOMELI TO SERVE AS THE CITY'S  
REPRESENTATIVE ON THE TEHAMA  
COUNTY COMMUNITY ACTION AGENCY  
COMMISSION/BOARD

February 14, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: ROBERT SNOW, MAYOR *RS*  
LISA M. LINNET, CITY CLERK *for*

**BACKGROUND:**

Each year the Mayor makes unilateral appointments to various local Commissions and Committees subject to Council approval or disapproval. At the December 13, 2022, the Mayor appointed, and Council approved the appointment of Councilwoman Hargens to serve as the City's representative to the Tehama County Community Action Agency Commission/Board. Since that time, Councilwoman Hargens has requested that Councilwoman Lisa Lomeli be appointed to take her place as the City representative on this Commission/Board. Councilwoman Lomeli has voiced her willingness to assume this responsibility.

**RECOMMENDATION:**

DISCUSS AND APPROVE THE MAYOR'S RECOMMENDATION OF COUNCILWOMAN LOMELI TO SERVE AS THE CITY'S REPRESENTATIVE TO THE TEHAMA COUNTY COMMUNITY ACTION AGENCY COMMISSION/BOARD.

ITEM NO. J- 15  
RATIFY MEMORANDUM OF  
UNDERSTANDING BETWEEN THE  
CITY AND THE CITY OF CORNING  
DISPATCHER'S BARGAINING UNIT  
February 14, 2023

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

**SUMMARY:**

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

**MEMORANDUM OF UNDERSTANDING (MOU):**

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

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

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

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

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

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

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

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

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

**18.3 (B):** Fire Dispatchers will receive \$625 per year Uniform Allowance (increase from \$525).

**FINANCIAL:**

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

1. Wages: The 5% increase will cost approximately \$38,000, and the one-time 3% off the-schedule payment one-time payment for employees in this Unit will cost \$22,650 in FY 2022/2023; plus, the 3% - 5% increase in FY 2023/2024 at \$40,000, and \$42,000 in FY 2024/2025. The three-year maximum increase in cost to salaries excluding the off-schedule payment is \$120,000. (These costs were based on a maximum increase of 5% per year.)
2. Shift Differential: The estimated annual increase in cost will be \$6,000 annually.
3. Uniform Allowance: The estimated annual increase in cost will be \$900 annually.

**RECOMMENDATION:**

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





# **MEMORANDUM OF UNDERSTANDING**

Between

**CITY OF CORNING**

And the

**CITY OF CORNING DISPATCHERS UNION**

For

**DISPATCHER UNIT**

**Effective:**

**January 1, 2023 – December 31, 2025**

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

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

## **ARTICLE 1 DEFINITIONS**

### **1.1 DEFINITIONS:**

- A. City:** The term "City", as used herein, shall refer to the City of Corning.
- B. Union:** The term "Union", as used herein, shall refer to the **Operating Engineers Local Union No. 3**.
- C. Employee:** The term "Employee", as used herein, shall mean an employee filling a regularly budgeted position in a City classification which has been designated to the Dispatchers Unit under the Employee Relations Policy of the City of Corning.
- D. Employee Anniversary Date:** The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's most recent employment with the City.
- E. Step Anniversary Date:** The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: promotion; reclassification; implementation of a Memorandum of Understanding provision or Side Letter of Understanding specifying a movement into a new step, or an increase in the rate paid for the step currently held by the employee.

## **ARTICLE 2 RECOGNITION**

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

## **ARTICLE 3 NON-DISCRIMINATION**

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

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

## **ARTICLE 4 PAYROLL DEDUCTIONS**

### **4.1 Dues and other Union-Sponsored Benefit Program Deductions:**

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

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

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

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

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

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

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

#### **4.2 Data Pertaining to Deductions:**

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

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

#### **4.3 Regular Receipt of Bargaining Lists:**

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

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

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

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

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

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

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

#### **4.5 Employee Opt-Out.**

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

### **ARTICLE 5 MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

### **ARTICLE 6 UNION RIGHTS**

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

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

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

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

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

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

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

## **ARTICLE 7 PEACEFUL PERFORMANCE**

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

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

## **ARTICLE 8 PAYMENTS**

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

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

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

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

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

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

## **ARTICLE 9 PREVAILING RIGHTS**

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

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

## **ARTICLE 10 CLASSIFICATIONS AND WAGES**

### **10.1 (A) Wage Increase.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

meets the established standards.

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

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

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

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

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

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

#### **ARTICLE 11 OUT OF CLASSIFICATION PAY**

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

#### **ARTICLE 12 HEALTH AND WELFARE INSURANCE**

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

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

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

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

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

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

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

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

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

### **ARTICLE 13 WORKDAY AND WORKWEEK**

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

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

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

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

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

**13.3** The City may institute an optional work schedule to the (5-8, 3-12, or 4-12) shift by giving the Union and the affected employees a (30) thirty days written notice. Should optional work schedule hours be different than a regular eight hours per day (example: 9, 10 or 12 hour days), the optional hours shall constitute a "regular workday", for the purpose of daily overtime pay as defined in section 14.1.

## **ARTICLE 14 OVERTIME**

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

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

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

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

## **ARTICLE 15 STAND-BY COMPENSATION**

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

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

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

## **ARTICLE 16 CALLBACK COMPENSATION**

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

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

## **ARTICLE 17 SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

(C) Should a retired employee want to stop their insurance premium payments under the

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

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

#### **ARTICLE 18 UNIFORM ALLOWANCE**

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

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

18.3 In addition:

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

(B) Fire Dispatchers will receive **\$625** per year Uniform Allowance.

#### **ARTICLE 19 HOLIDAYS AND HOLIDAY PAY**

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

#### **ARTICLE 20 457 DEFERRED COMPENSATION PLAN**

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

#### **ARTICLE 21 RETIREMENT**

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

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

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

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

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

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

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contribution rate:

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

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

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

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

## **ARTICLE 22 VACATION**

**22.1** Employees shall earn vacation according to the following:

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

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

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

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

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

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

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

## **ARTICLE 23 PROBATION PERIOD AND EVALUATION**

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

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

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

## **ARTICLE 24 LAY-OFF POLICY**

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

**24.2** Persons shall be laid off in the following order:

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

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

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

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

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

## **ARTICLE 25 SAVINGS CLAUSE**

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

## **ARTICLE 26 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

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

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City Council.

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

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

**ARTICLE 27  
TERM OF AGREEMENT**

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

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

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

**CITY OF CORNING**

**CITY OF CORNING  
DISPATCHERS UNION**

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

\_\_\_\_\_  
**Daymon Schlereth,  
Union Representative**

  
\_\_\_\_\_  
**Greg Einhorn,  
Negotiator**

  
\_\_\_\_\_  
**Ashley Knight,  
Union Representative**

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

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

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

**Exhibit A**  
**Dispatch Bargaining Unit:**  
**Effective January 1, 2023**

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



ITEM NO.: J-16  
APPROVE LETTER RESPONDING TO  
TEHAMA COUNTY GRAND JURY RELATING  
TO FUNDING SPLIT WITHIN COUNTY CITIES  
FOR TEHAMA LAFCO BUDGET

February 14, 2023

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

**SUMMARY:**

Approve and authorize the Mayor to sign a letter responding to the Tehama County Grand Jury relating to discussion of a funding split between the County and the Cities of Tehama, Red Bluff, and Corning for Tehama LAFCo.

**BACKGROUND:**

Per the recent Grand Jury Report:

"Funding splits for the annual Tehama LAFCo budget is not secured from the cities in Tehama County as required by the CKH Act, resulting in the full burden of Tehama LAFCo funding solely on the County. By April 1, 2023 Tehama LAFCo Commissioners should resume discussions to attempt to secure funding splits for the cities in Tehama County as required by the CKH Act."

"By April 1, 2023 Tehama LAFCo should annually develop budgets and seek adequate funding to allow accomplishment of annual work plans called for in Recommendation 6. MSRs and SOIs should be scheduled and budgeted over time to reduce the burden of costs."

The attached proposed letter is a response from the City to these excerpts from the Grand Jury Report.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE LETTER TO THE TEHAMA COUNTY GRAND JURY RELATING TO DISCUSSION OF TEHAMA COUNTY FUNDING SPLIT FOR LAFCo BUDGET**



# City of Corning

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

February 14, 2023

The Honorable Matthew C. McGlynn  
Presiding Judge, Tehama County Superior Court  
1740 Walnut Street  
Red Bluff, CA 96080

Subject: "Bringing Tehama LAFCo Up to Date".

Dear Judge McGlynn:

The City Council of the City of Corning ("City") would first like to thank the Tehama County Grand Jurors for all of their hard work and dedication, as well as the courtesy and professionalism shown in completing their work. The City is aware of the time and effort that goes into these reports and the City is sincerely appreciative to those individuals.

As required under Penal Code Section 933(c), the City would like to offer the following response to the report titled, "Bringing Tehama LAFCo Up To Date":

**Finding F3:**

"Funding splits for the annual Tehama LAFCo budget is not secured from the cities in Tehama County as required by the CKH Act, resulting in the full burden of Tehama LAFCo funding solely on the County.

**Response:**

Pursuant to Penal Code section 933.05(a)(1), the City agrees with the finding.

**Recommendation 4:**

"By April 1, 2023 Tehama LAFCo Commissioners should resume discussions to attempt to secure funding splits for the cities in Tehama County as required by the CKH Act."

**Response:**

Pursuant to Penal Code section 933.05(b)(2), the recommendation has not yet been implemented, but will be implemented in the future. It is unlikely that the implementation will occur by the April 1, 2023 date as this response is not due until after that time, but the City will diligently work towards implementation (engaging in discussions with LAFCo) soon thereafter.

**Recommendation 7:**

"By April 1, 2023 Tehama LAFCo should annually develop budgets and seek adequate funding to allow accomplishment of annual work plans called for in Recommendation 6. MSRs and SOIs should be scheduled and budgeted over time to reduce the burden of costs."

**Response:**

Pursuant to Penal Code section 933.05(b)(3), the recommendation requires further analysis, as the actions requested would be taken by the LAFCo Commissioners and not the City. The City certainly is willing to engage in discussions with LAFCO, as stated in response to Recommendation 4. However, the City has no control over LAFCo's actions in developing a budget and seeking adequate funding and therefore cannot implement or represent that it will implement this Recommendation. Further analysis will be completed within six (6) months.

On a related point, the City of Corning coordinated and paid for a Municipal Services Review (MSR) in the later part of 2022. The responsibility for preparation of the MSR is statutorily the responsibility of LAFCo, not the City. In effect, the City is presently already financially contributing to the responsibilities of LAFCo.

The City of Corning appreciates this opportunity to respond to relevant portions of the 2022 Tehama County Grand Jury Final Report.

Sincerely,

Robert Snow, Mayor  
City of Corning

ITEM NO: J-17  
SEEK DIRECTION RELATING TO THE  
CORNING LIBRARY COMMISSION  
RECOMMENDATION TO SEEK THE SERVICES  
OF AN INTERIOR DESIGN CONSULTANT,  
FUNDED USING RIDELL TRUST FUNDS, TO  
ADVISE ON INTERIOR IMPROVEMENTS AT  
THE CORNING LIBRARY

February 14, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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



**SUMMARY:**

At the January 31, 2023 Special Library Commission Meeting, the Commission by unanimous vote, approved a recommendation to the City Council for:

- Staff to seek Bids/Request for Proposals (RFP) for the services of a Professional Design Consultant to provide design proposals for interior improvements such as paint color, flooring, furniture configuration, etc. at the Corning Library; and
- That any associated fess/cost for the Design Consultant be funded using City Ridell Trust Funds.

**BACKGROUND:**

Library Staff and the Friends of the Library are planning to have some type of celebration/open house in July of 2024 to mark the 50<sup>th</sup> anniversary of the Corning Library at it's current location. In preparation for this, as well as to better serve Library customers, a list of improvements were presented to the Commission for consideration such as, but not limited to:

- Removal of wallpaper on interior south, east and west walls behind circulation desk and cover with paint;
- Restroom renovations;
- Interior painting of all trim and color blocks under windows;
- New ceiling; and
- New flooring.

Following discussion, the statement was made that it would be beneficial to seek a professional Design Consultant to advise on a cohesive design for the interior of the Corning Library. By a unanimous vote of the Library Commission, the Commission approved a recommendation to the City Council to seek Bids/RFP's for the services of a Professional Design Consultant to provide design proposals for the interior of the Corning Library, and to fund these services using the City's Ridell Trust Funds.

**FINANCIAL:**

As of January 26, 2023, the Ridell Trust has \$221,865.86 remaining. Ridell Trust funds can only be used for major library expenditures, not operating expenditures.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- APPROVE LIBRARY COMMISSION AND COUNTY LIBRARIAN RECOMMENDATION TO SEEK SERVICES OF A PROFESSIONAL INTERIOR DESIGN CONSULTANT, AND DIRECT STAFF TO PREPARE BID/REQUEST FOR PROPOSAL (RFP) DOCUMENTS; AND
- APPROVE FUNDING FOR THESE SERVICES FROM CITY'S RIDELL TRUST FUNDS.

OR

- DENY REQUEST.

**ITEM NO.: J-18  
SELECT AND AUTHORIZE  
PURCHASE OF PLAYGROUND  
EQUIPMENT TO REPLACE THE  
NORTHSIDE PARK KIDDIE  
PLAYGROUND EQUIPMENT.**

**February 14, 2023**

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

**BACKGROUND:**

Within the 2022/2023 budget, \$106,259 was allotted to replace the kiddie playground equipment at Northside Park with the exception of the dinosaur, which will remain. Staff has obtained two quotes for City Council to consider, select, and authorize the purchase.

Staff received two quotes for the new playground equipment which are listed below. The below quotes do not include removal of the existing equipment; City Public Works Staff will remove the existing playground equipment.

- **OPTION 1: Park Planet Playground Equipment:**

**Exhibit A** details the approximate cost of equipment and installation totaling \$104,554.09 from Park Planet. This quote includes the following:

- 1) Park Planet play structures, installation of equipment, and wood chips.
- 2) Photos depicting the completed playground.

**Exhibit B Park Planet Playground Equipment with ADA Swing** details the approximate cost of equipment and installation totaling \$109,153.93 from Park Planet, and if selected will require an appropriation of \$2,894.93 from General Fund Reserves. This quote includes the following:

- 1) Park Planet structures, installation of equipment, and wood chips.
- 2) Photos depicting the completed playground.

- **OPTION 2: Kompan Playground Equipment**

**Exhibit A** details the approximate cost of equipment and installation totaling \$101,748.81 from Kompan. This quote includes the following:

- 1) Kompan play structures, installation of equipment.
- 2) Kompan bids do not include wood chip fall material, which will cost approximately \$3,000.00.

Pursuant to Section 3.12.082.4 of Municipal Code, this purchase is exempt from City purchasing procedures as the playground equipment has already been put out to Bid through OMNIA Partners, a public purchasing organization.

**FINANCIAL:**

This is a fiscal year 2022/2023 budgeted item in the amount of \$106,259.00. If Option 1, Exhibit B is selected, Council will need to approve the appropriation of \$2,894.93 from the City's General Fund Reserves for the unbudgeted amount if necessary.

Staff are currently exploring utilizing Community Development Block Grant Program Income (CDBG-PI) funds for this project. Doing so, would result in this project having no impact to the General Fund. CDBG-PI would trigger the National Environmental Protection Act, as it would be a federally funded project. Delays would result.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. WAIVE THE FORMAL BID PROCESS AS THE PURCHASE IS EXEMPT ACCORDING TO SECTION 3.12.082.4 OF THE CORNING MUNICIPAL CODE AND SELECT A PRESENTED OPTION;**
- 2. SELECT AND AUTHORIZE STAFF TO PURCHASE PLAYGROUND EQUIPMENT AFTER COMPLETING AN ANALYSIS TO DETERMINE WHETHER COMMUNITY DEVELOPMENT PROGRAM INCOME FUNDS SHOULD BE USED; AND**
- 3. AUTHORIZE APPROPRIATION OF ADDITIONAL FUNDS FROM CITY'S GENERAL FUND RESERVES TO COVER PLAYGROUND EQUIPMENT COSTS BEYOND PROJECT ALLOCATION.**



**QUOTE**

**Quoted To:**  
**City of Corning**  
City of Corning  
Corning, CA 96021

Contact: Christina Meeds  
Phone: 530.824.7036 / Email: cmeeds@coming.org

**Quote #:** Q22-4251  
**Date:** December 13, 2022  
**Project:** Northside Park  
**City:** Corning  
**Sales Rep - Email:** Kyle Knox - kyle@parkplanet.com  
**Terms:** Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
<b>NORTHSIDE PARK - Option 1</b>						
1	Custom Round 3.5 Steel Play System..SN: R35D288CA - Playstructure	PlayCraft	PR-R35	1	47,135.00	47,135.00
2	Custom Round 5 Steel Play System..SN: R50DAFB2A - Transglide	PlayCraft	PR-R5	1	25,441.00	25,441.00
<b>WOOD FIBER</b>						
3	Wood Fiber - Oroville Mill	Park Planet	Wood Fiber - OR	150	17.00	2,550.00
<b>CMAS DISCOUNT</b>						
4	CMAS Discount Vendor ID: 4-16-78-0038E-Sup 2:	CMAS	Discount-CMAS-TX	1	-7,512.00	-7,512.00
<b>SHIPPING</b>						
5	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	2,500.00	2,500.00
<b>INSTALLATION</b>						
6	Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Prevailing Wage  Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.	Park Associates Inc.	INST-CA	1	0.00	0.00
7	Installation of Playcraft Equipment; Includes Receiving and offloading	Park Associates Inc.	INST-CA	1	22,000.00	22,000.00
8	Installation of 150 yards of wood fiber	Park Associates Inc.	INST-CA	1	7,200.00	7,200.00
<b>EXCLUSIONS</b>						
9	Exclusions: Dumpster for trash and packaging materials Moving equipment from storage site to construction site. Site preparation not specifically stated. Site is assumed flat and suitable for construction. Drainage Consideration Inspections or applicable permits and fees Removal of obstacles to reach construction site.	Park Planet	Exclusion	1	0.00	0.00

#	Description	Vendor	Item No	Qty	Rate	Amount
---	-------------	--------	---------	-----	------	--------

Site security including security fencing.

\*Additional fees may apply if Bonding or Special Insurance required\*  
 \*\*Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes. \*\*

By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.	Sub Total	99,314.00
	CA-Tehama-Coming (7.75%)	5,240.09
	<b>Total</b>	<b>\$104,554.09</b>

**ORDER / DELIVERY INFORMATION:**

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.  
 \*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.



# Option 1 - Exhibit B



## Park Planet

a Division of Park Associates Inc  
415 Elm Street  
Red Bluff California 96080  
(530) 244-6116

### QUOTE

**Quoted To:**

**City of Corning**

City of Corning  
Corning, CA 96021

Contact: Christina Meeds

Phone: 530.824.7036 / Email: cmeeds@corning.org

**Quote #:**

Q23-1156

**Date:**

January 23, 2023

**Project:**

Northside Park

**City:**

Corning

**Sales Rep - Email:**

Kyle Knox -  
kyle@parkplanet.com

**Terms:**

Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
<b>NORTHSIDE PARK - Option 1</b>						
1	Custom Round 3.5 Steel Play System..SN: R35D288CA - Playsstructure	PlayCraft	PR-R35	1	47,135.00	47,135.00
2	Custom Round 5 Steel Play System..SN: R50DAFB2A - Transglide	PlayCraft	PR-R5	1	25,441.00	25,441.00
3	8ft Arch Swing Bay (1 Seal)	PlayCraft	A2-2120-1	1	3,694.00	3,694.00
4	Inclusive Seat	PlayCraft	A2-131410	1	1,050.00	1,050.00
<b>WOOD FIBER</b>						
5	Wood Fiber - Oroville Mill	Park Planet	Wood Fiber - OR	150	17.00	2,550.00
<b>CMAS DISCOUNT</b>						
6	CMAS Discount Vendor ID: 4-16-78-0038E-Sup 2:	CMAS	Discount- CMAS-TX	1	-7,987.00	-7,987.00
<b>SHIPPING</b>						
7	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	2,500.00	2,500.00
<b>INSTALLATION</b>						
8	Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Prevailing Wage  Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.	Park Associates Inc.	INST-CA	1	0.00	0.00
9	Installation of Playcraft Equipment; Includes Receiving and offloading	Park Associates Inc.	INST-CA	1	22,000.00	22,000.00
10	Installation of 150 yards of wood fiber	Park Associates Inc.	INST-CA	1	7,200.00	7,200.00
<b>EXCLUSIONS</b>						
11	Exclusions: Dumpster for trash and packaging materials Moving equipment from storage site to construction site. Site preparation not specifically stated. Site is assumed flat and suitable for construction.	Park Planet	Exclusion	1	0.00	0.00

#	Description	Vendor	Item No	Qty	Rate	Amount
	Drainage Consideration Inspections or applicable permits and fees Removal of obstacles to reach construction site. Site security including security fencing.  *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes. **  By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.					

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.

Sub Total	103,583.00
CA-Tehama-Coming (7.75%)	5,570.93
<b>Total</b>	<b>\$109,153.93</b>

**ORDER / DELIVERY INFORMATION:**

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.

\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.



**Park Planet**

**Northside Park**  
City of Corning

\*Colors and textures may vary from actual product

City of Corning  
City Hall  
Christina Meeds  
794 Third Street  
Corning, CA 96021

**Sales Proposal**

Quote No. SP120606-1  
Customer No. C025272  
Document Date 02/10/2023  
Expiration Date 04/11/2023

Sales Representative Mark Wills  
E-Mail MarWil@Kompan.com  
Phone No. 916-316-9663 / 800-426-9788

Project Name US288866 1414 Colusa Street Playground

No.	Description	Qty	Unit	Unit Price	Net Price
<a href="#">KSW922-CUSTOM</a>	KSW922 CUSTOM INCLUSIVE ADA VARIANT 	1	Pieces	3,840.00	3,840.00
<a href="#">PCM157-0205</a>	UNIVERSAL CAROUSEL-LIME GREEN HPL DECK PLATE, IN-GROUND 20CM 	1	Pieces	13,404.50	13,404.50
<a href="#">MSC540721-3417P</a>	Magic Garden - Greenline In-ground 60cm 	1	Pieces	3,008.00	3,008.00
<a href="#">PCM211931-CUSTOM</a>	PCM211931 VARIANT DOUBLE TOWER 20204465 	1	Pieces	41,080.50	41,080.50
INSTALLATION SERV	Installation of Products	1	Pieces	27,084.00	27,084.00
FREIGHT	Freight	1	Pieces	8,578.50	8,578.50

Description	Qty	Net Price
No. of Products	4	
Subtotal - Products		61,333.00
Subtotal - Installation		27,084.00
Subtotal - Freight		8,578.50
<b>Total USD Excl. Tax</b>		<b>96,995.50</b>
Estimated Tax rate		4,753.31
<b>Total USD Incl. Tax</b>		<b>101,748.81</b>



### Sales Proposal

City of Corning  
City Hall  
Christina Meeds  
794 Third Street  
Corning, CA 96021

Quote No. SP120606-1  
Customer No. C025272  
Document Date 02/10/2023  
Expiration Date 04/11/2023

Sales Representative Mark Wills  
E-Mail MarWil@Kompan.com  
Phone No. 916-316-9663 / 800-426-9788

Project Name US288866 1414 Colusa Street Playground

Payment Terms 50% Prepayment , 50% Net 30 days

**Installation Site Address**

1414 Colusa  
1414 Colusa  
Corning, CA 96021

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): \_\_\_\_\_

Accepted By (please print): \_\_\_\_\_

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

ITEM NO: J-19  
APPROVE PROPOSED WAGE RATE  
INCREASE SCHEDULE FOR CITY  
POOL LIFEGUARDS I AND II, POOL  
MANAGER AND ASSISTANT  
MANAGER FOR THE 2023 POOL  
SEASON

February 14, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

**SUMMARY:**

Due to the enactment of Senate Bill (SB) 3, the California minimum wage increased to \$15.50 per hour, effective January 1, 2023, for all employers. This action renders the City's current wage rate schedule for the Lifeguard I position noncompliant with California Minimum Wage requirements necessitating a wage rate schedule revision. Staff also reviewed the surrounding communities lifeguard wages and increased the City's proposed wages to be competitive with the other communities. The proposed wage rate increase schedule is attached for Council review. The lifeguards are not a union represented position so consolation with the union is not required.

**BACKGROUND:**

Minimal qualifications for "Lifeguard I" require the following certification: Red Cross Lifeguarding/First Aid/CPR/AED (Automated External Defibrillators), which is a rigorous swimming and lifesaving course. "Lifeguard II" qualifications include the Red Cross "Water Safety Instructor Certificate" (WSI) in addition to the certifications required as a Lifeguard I.

City Lifeguards currently are part-time temporary employees and work on an established 5-Step salary schedule. New Lifeguards with no prior work experience start on the City's pay-scale at Lifeguard I, Step A. Every two years that a Lifeguard I or II returns to City employment their hourly rate is increased to the next step.

**RECOMMENDATION:**

**THAT THE MAYOR AND COUNCIL APPROVE THE ATTACHED WAGE RATE SCHEDULE FOR THE PART-TIME TEMPORARY CITY POOL LIFEGUARDS I AND II, POOL MANAGER AND ASSISTANT MANAGER FOR WAGE RATE INCREASE FOR THE 2023 POOL SEASON.**

**Current Salary Schedule 2022**

<b>POOL MANAGER</b>	<b>\$17.71</b>	<b>\$17.97</b>	<b>\$18.24</b>	<b>\$18.51</b>	<b>\$18.79</b>
<b>ASSISTANCE POOL MANAGER</b>	<b>\$16.00</b>	<b>\$16.24</b>	<b>\$16.49</b>	<b>\$16.73</b>	<b>\$16.98</b>
<b>LIFEGUARD II</b>	<b>\$15.75</b>	<b>\$15.99</b>	<b>\$16.23</b>	<b>\$16.47</b>	<b>\$16.72</b>
<b>LIFEGUARD</b>	<b>\$15.00</b>	<b>\$15.23</b>	<b>\$15.45</b>	<b>\$15.69</b>	<b>\$15.92</b>

**Proposed 2023**

POOL MANAGER	\$19.50	\$20.48	\$21.50	\$22.57	\$23.70
ASSISTANT POOL MANAGER	\$18.50	\$19.43	\$20.40	\$21.42	\$22.49
LIFEGUARD II	\$17.33	\$18.19	\$19.10	\$20.06	\$21.06
LIFEGUARD	\$16.50	\$17.33	\$18.19	\$19.10	\$20.06

ITEM NO.: J-20  
 APPROVE PLANS AND  
 SPECIFICATIONS AND AUTHORIZE  
 STAFF TO SOLICIT BIDS FOR THE  
 CORNING AWNING GRANT  
 PROGRAM

February 14, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
 FROM: KRISTINA MILLER, CITY MANAGER *KM*  
 CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR *CM*

**SUMMARY:**

American Rescue Plan Act of 2021 funds were approved to create a City of Corning Awning Grant Program to benefit Corning businesses on Solano Street from 3<sup>rd</sup> to West streets and the corresponding side streets to the alleyways. Applications were received for 17 awnings to be replaced as follows:

Address	Style & Color Choice	Dimensions and Description
1124 Solano Street	Traditional/Beige/Tan	Approx. Length 20' 7 1/2" on second floor above all four windows.
1202 Solano Street	Quarter Round/Black	Awnings will be located on the 4 <sup>th</sup> St. side of the building. Two awnings. One above each door. Approx. Lengths 4' 1/2" and 5' 1 1/2".
1206 Solano Street	Traditional/Beige/Tan	Approx. Length 22' 7".
1212 Solano Street	Traditional/Forest Green	Remove and dispose of existing awning. Replace with Approx. Length 24'0".
1214 Solano Street	Traditional/Black	Approx. Length 22' 10 1/2".
1216 Solano Street	Traditional/Grey	Approx. Length 23' 6".
1219 Solano Street	Traditional/Black	Two awnings. Approx Lengths 36' 6 1/4" and 22' 6".
1301, 1303 & 1305 Solano Street	Quarter Round/Grey	One awning the expanse of all three addresses Approx. Length 71' 8".
1312 Solano	Traditional/Navy Blue	Approximate Length 22' 0".



Street		
1313 Solano Street	Traditional/Black	One awning to replace existing. May use existing frame. Approx. Length 24' 10".
1314 Solano Street	Traditional/Navy Blue	Approx. Length 48' 1".
1315 Solano Street	Quarter Round/Forest Green	One awning to replace existing. May use existing frame. Approx. Length 25' 3".
1318 Solano Street	Traditional/Navy Blue	Approx. Length 19' 9 1/2"
1321 Solano Street	Quarter Round/Navy Blue	Approx. Length 31'0".
1412 Solano Street	Quarter Round/Beige/Tan	Remove and dispose of existing awning. Replace with Approx. Length 50'7".

Staff recommends City Council approve the plans and specifications and authorize Staff to seek bids. 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 City Council for the approval of the contract award. Should proposals exceed the amount available, grants will be awarded based on the date a completed application was received.

**BACKGROUND:**

At the March 22, 2022 City Council meeting the City Council directed staff to work with 3CORE to develop and administer an Awning Grant Program utilizing American Rescue Plan Act of 2021 (Act) funds. \$250,000 was approved to be allocated towards the Awning Grant Program. At the August 23, 2022 City Council meeting the City Council approved the grant guidelines. At the December 13, 2022 City Council meeting the City Council extended qualifying locations from 3<sup>rd</sup> to West Streets and on side streets to the alleyways. The program was proposed to be limited to this confined area as it is the most distressed area of the City and also to result in the most visual impact.

The American Rescue Plan Act of 2021 (Act) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government). Award amounts are based on each entity's share of the population within each group. The City of Corning received \$1,844,396.

The City has been working on two crossings to expand water and sewer infrastructure to the westside of Interstate 5 for years. The remaining \$1,594,396 of Act funding was approved by the City Council to fund a reimbursement agreement for a water and sewer crossing, whereby the developers would fund the cost of the bore with the City reimbursing them for all or a great portion of the work after it is completed.

**FINANCIAL:**

The total cost of the Awning Grant Program will be \$250,000 funded through Act funds received. Of that \$12,340 was approved for grant administration services with the remaining \$237,660 available for awning grants directly to businesses.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

**APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE STAFF TO SOLICIT BIDS FOR THE CORNIGN AWNING GRANT PROGRAM.**



## **DOWNTOWN CORNING BUSINESS AWNING INSTALLATION PROJECT**

**Request for Proposals  
March 17, 2023**

**Project Location: Multiple locations in Corning, CA  
as follows:**

1124 Solano Street	1301, 1303 & 1305 Solano Street
1202 Solano Street	1312 Solano Street
1206 Solano Street	1313 Solano Street
1212 Solano Street	1314 and 1318 Solano Street
1214 Solano Street	1315 Solano Street
1216 Solano Street	1321 Solano Street
1219 Solano Street	1412 Solano Street

**Contact: Steve Lindeman  
530/824-7029**

**Set No.:** \_\_\_\_\_

## **CITY OF CORNING**

### **NOTICE TO CONTRACTORS**

Proposals will be received at the office of the City Clerk of the City of Corning, 794 Third Street, Corning, California 96021 until 4:30 pm on March 17, 2023. At that time, all proposals will be publicly accepted, examined and declared for:

#### **Downtown Corning Business Awning Installation Project**

The work under this solicitation includes supplying all material and labor for the installation of 17 awnings in downtown Corning, CA.

No proposal will be accepted unless it is made on a Proposal form furnished by the City of Corning.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at [www.dir.ca.gov](http://www.dir.ca.gov).

It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code.

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Contract documents, including project Specifications, are available at Corning City Hall, 794 Third Street, Corning, CA, [www.corning.org](http://www.corning.org), CIPList.com, Shasta Builder's Exchange, 2990 Innsbruck Drive, Redding, California, Valley Contractor's Exchange, 951 E. 8<sup>th</sup> Street, Chico, California, Construction Bidboard (Ebidboard) at [www.ebidboard.com](http://www.ebidboard.com), Dodge Data & Analytics at [Dodge.Docs@construction.com](mailto:Dodge.Docs@construction.com), Placer Building Exchange at [Planroom@placerbx.com](mailto:Planroom@placerbx.com) and Nevada County Contractors Association at [ncrecep@pacbell.net](mailto:ncrecep@pacbell.net)

Only one Contract will be awarded. The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder as determined by the City. The lowest bid shall be the lowest total lump sum bid price. The City of Corning reserves the right to waive irregularities, accept or reject any and all bids, and make that award which is in the best interest of the City. If two or more bids are the same and the lowest, contract award will be the sole discretion of the City.

Bidders are hereby notified that in accordance with the provisions of Government Code Section 4590, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

Lisa M. Linnet, City Clerk  
City of Corning



## **INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

Each Proposal shall be in accordance with the Contract Documents prepared by City of Corning. Contract Documents are available at the Corning City Hall, 794 Third Street, Corning California, as specified in the Notice to Contractors.

### **B. MANDATORY PRE-BID WALK THROUGH**

A mandatory Pre-Bid walk will be held on Wednesday March 1, 2023 at 10:30 am at Corning City Hall, 794 Third St. Corning CA 96021. Attendance of this meeting is mandatory.

### **C. DEFINITION OF TERMS**

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist of the Notice to Contractors, Instructions to Bidders, Specifications, Scope of Work, Proposal, Contract, General Conditions, Plans, and any Addenda.
- 2. CONTRACT:** The Contract is the written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work agreements covering alterations, amendments or extensions to the Contract and includes Contract Change Orders.
- 3. CITY AND CONTRACTOR:** The City, their representative, and the Contractor are those mentioned as such in the documents. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.
- 4. BIDDER:** Any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- 5. PROPOSAL:** The offer of a Bidder for the work when made out and submitted on the prescribed Proposal form, properly signed and guaranteed.
- 6. PROPOSAL GUARANTEE:** The cash, cashier's check, certified check or Bidder's Bond accompanying the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the Owner for the performance of the work if the Contract is awarded to him.
- 7. DATE OF EXECUTION OF THE CONTRACT:** The date on which the Contract is signed by the Owner's authorized representative.
- 8. DAYS:** Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.
- 9. WORK:** The term "work" means all the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the City or their representative.



## **INSTRUCTIONS TO BIDDERS**

- 10. SPECIFICATIONS:** The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions, Special Conditions and Technical Specifications. Where Standard Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Contract Documents.
- 11. PLANS:** The term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the City or their representative, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents regardless of the method of binding.

### **D. PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals must be submitted on the forms bound in the Contract Documents, or facsimiles thereof, and must be signed by the Bidder or his authorized representative. Any corrections to the entries made on the Proposal forms must be initialed by the person signing the Proposal.

Bidders must bid on all items appearing on the Proposal form, unless specific directions allow for partial bids. Failure to bid all items may disqualify the Proposal. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Proposal.

Electronic Proposals will not be considered. Modifications to Proposals already submitted will be allowed if received in writing, or by fax, prior to the time fixed in the Notice to Contractors for opening of Proposals. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Proposal.

To insure consideration, the Proposal should be enclosed in a sealed envelope, clearly marked PROPOSAL which also bears the name of the project and the date and time set for opening Proposals. The sealed envelope containing the Proposal should be filed at the place and before the time set for opening of Proposals. Proposals received after the time indicated will be returned unopened.

### **E. WITHDRAWAL OF PROPOSALS**

Any bidder may withdraw his Proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw his bid for a period of 30 days after the date set for opening. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw his bid subsequent to the bid opening.

### **F. ADDENDA AND EXPLANATIONS TO BIDDERS**

Any request for explanation or interpretation of the Contract Documents must be made in writing at least 5 days before the time set for opening of Proposals. All requests shall be made by email to [rkampmann@corning.org](mailto:rkampmann@corning.org) with a subject line of "Downtown Corning Awning Installation Project Questions". Any explanation or interpretation will be made in the form of



## **INSTRUCTIONS TO BIDDERS**

Addenda to the Contract Documents. All Addendas will be uploaded to CIPList.com and to the City of Corning website at [www.corning.org](http://www.corning.org). It will be the bidder's responsibility to verify that they have received all Addenda's. Bidders shall submit signed copies of all Addenda with their Proposals. Oral explanations and interpretations will not be binding.

### **G. DISCREPANCIES**

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

### **H. ACCEPTANCE OR REJECTION OF PROPOSALS**

The City reserves the right to reject any or all Proposals and to waive any informality in any Proposal. The award of Contract, if made, will be to the lowest responsible Bidder whose Proposal complies with the requirements of the Contract Documents. The award, if made, will be made within 30 days after the opening of Proposals. If the lowest responsible Bidder fails to sign and return the Contract with acceptable bonds and certificates of insurance, the City may award the Contract to the next lowest responsible Bidder.

### **I. CONTRACT BONDS**

The successful Bidder shall furnish a Performance Bond in the amount of 100 percent of the total Contract amount and a Payment Bond in the amount of 100 percent of the total Contract amount.

### **J. EXECUTION OF CONTRACT**

The Bidder whose Proposal is accepted shall sign and return the Contract with acceptable bonds and certificates of insurance within 14 calendar days after receiving notice that the Contract has been awarded to him. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Proposal Guarantee.

Within approximately seven (7) days after receiving the signed Contract with acceptable bonds from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.





### Downtown Corning Awning Installation Project

Work required under this solicitation includes supplying all material, engineered drawings, hardware, equipment, and labor for the demolition of existing awnings as specified and installation of awnings.

Bidder agrees to perform all the work described in the Contract Documents with a project completion date **90** days after execution of Contract for the following prices to wit:

Address	Style & Color Choice	Dollar Amount
1124 Solano Street	Traditional/Beige/Tan	
1202 Solano Street	Quarter Round/Black	
1206 Solano Street	Traditional/Beige/Tan	
1212 Solano Street	Traditional/Forest Green	
1214 Solano Street	Traditional/Black	
1216 Solano Street	Traditional/Grey	
1219 Solano Street	Traditional/Black	
1301, 1303 & 1305 Solano Street	Quarter Round/Grey	
1312 Solano Street	Traditional/Navy Blue	
1313 Solano Street	Traditional/Black	
1314 Solano Street	Traditional/Navy Blue	
1318 Solano Street	Traditional/Navy Blue	
1315 Solano Street	Quarter Round/Forest Green	
1321 Solano Street	Quarter Round/Navy Blue	
1412 Solano Street	Quarter Round/Beige/Tan	



**Downtown Corning Awning Installation Project**

**Total PROPOSAL AMOUNT:** \$ \_\_\_\_\_

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

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

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **4:30 p.m. on March 17, 2023.**

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
California State Contractors  
License Number Address

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

\_\_\_\_\_  
Phone

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

\_\_\_\_\_  
Email



# **Technical Specifications**

# **TECHNICAL SPECIFICATIONS**

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## **PART 1 – GENERAL**

### 1.1 SUMMARY

- A. Install 16 awnings in downtown Corning, CA including the demolition of two awnings. All materials, equipment, hardware, labor and extra needed installation materials will be provided by the Contractor. Contractor will also be responsible for the removal of two awnings.

### 1.2 DELIVERY, STORAGE AND HANDLING

- A. Inspection: Accept materials and inspect for damage.
- B. Storage:
  - 1. Store materials according to manufacturer instruction.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

## **PART 2 – PRODUCTS**

### 2.1 EQUIPMENT

- 1. Purchase all materials and equipment as described below.
- 2. All awnings must be Sunbrella Acrylic, flame treated, with a rigid frame.
- 3. Projections of all awnings shall be 4 feet.
- 4. The height of all awnings shall be 4 feet.
- 5. Proposer shall verify all measurements.

<b>Address</b>	<b>Style &amp; Color Choice</b>	<b>Dimensions and Description</b>
1124 Solano Street	Traditional/Beige/Tan	Approx. Length 20' 7 1/2" on second floor above all four windows.
1202 Solano Street	Quarter Round/Black	Awnings will be located on the 4 <sup>th</sup> St. side of the building. Two awnings. One above each door. Approx. Lengths 4' 1/2" and 5'1 1/2".
1206 Solano Street	Traditional/Beige/Tan	Approx. Length 22' 7".
1212 Solano Street	Traditional/Forest Green	Remove and dispose of existing awning. Replace with Approx. Length 24'0".
1214 Solano Street	Traditional/Black	Approx. Length 22' 10 1/2".
1216 Solano Street	Traditional/Grey	Approx. Length 23' 6".
1219 Solano Street	Traditional/Black	Two awnings. Approx Lengths 36' 6 1/4" and 22' 6".

## **TECHNICAL SPECIFICATIONS**

1301, 1303 & 1305 Solano Street	Quarter Round/Grey	One awning the expanse of all three addresses Approx. Length 71' 8".
1312 Solano Street	Traditional/Navy Blue	Approximate Length 22' 0".
1313 Solano Street	Traditional/Black	One awning to replace existing. May use existing frame. Approx. Length 24' 10".
1314 Solano Street	Traditional/Navy Blue	Approx. Length 48' 1".
1315 Solano Street	Quarter Round/Forest Green	One awning to replace existing. May use existing frame. Approx. Length 25' 3".
1318 Solano Street	Traditional/Navy Blue	Approx. Length 19' 9 ½"
1321 Solano Street	Quarter Round/Navy Blue	Approx. Length 31'0".
1412 Solano Street	Quarter Round/Beige/Tan	Remove and dispose of existing awning. Replace with Approx. Length 50'7".

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. It is the Contractors responsibility to install awnings according to manufacturer instructions/details and engineered drawings.
- B. Engineered Construction Drawings must be provided for each awning and approved by the City of Corning. All permit fees and encroachment permits shall be paid by the City of Corning.
- C. The existing awnings located at 1212 Solano Street and 1412 Solano Street must be removed prior to installation of the new awning. Exposed façade shall be repaired to like for like to match existing with weatherization. All demolition materials must be properly disposed.
- D. The sidewalk area where work is to be performed will be closed to the public by City staff.

### **PART 4 – MEASUREMENT AND PAYMENT**

The Downtown Corning Awning Installation Project shall be bid on an individual awning basis. The price paid for the Project shall include full compensation for furnishing all labor, materials, tools equipment, surveying, engineered drawings, and incidentals and for doing all the work involved in the installation of the new equipment.

END OF SECTION

## **Contract for City Services**

THIS AGREEMENT, made and entered into on the below written, by and between The City of Corning, hereinafter called the **OWNER**, and **XXXXXX** hereinafter called the **CONTRACTOR**.

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor, materials, tools and equipment and to perform all work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents, those certain improvements entitled:

### **CITY OF CORNING Downtown Corning Awning Installation Project**

These Special Provisions, the Bid Proposal, and the Plans and Specifications attached hereto and incorporated herein by express reference are a material part of this contract and are expressly incorporated herein as though fully set forth in this paragraph. These documents are collectively marked **EXHIBIT "A"**.

**ARTICLE II.** The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein at the following prices, and the Contractor agrees to receive and accept said payment as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them to wit: As shown on the Proposal attached hereto and incorporated herein.

**ARTICLE III.** The Contractor and Public Works Director shall produce a schedule for the project start date after the date of execution of the Contract. He/She shall diligently prosecute the same to completion as shown on the Proposal attached hereto and incorporated herein.

#### **ARTICLE IV. Licensing, Insurance & Labor Code Requirements**

- ❖ Contractor agrees to secure and maintain a general liability insurance policy in a sum not less than \$1,000,000.00 during the term of the Contract Agreement and any extension thereto, and shall name the City of Corning as an additional insured under the general liability insurance policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.
- ❖ Contractor shall purchase and maintain a City of Corning Business License and any other applicable license issued by the State of California required for such work.
- ❖ A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or

engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at [www.dir.ca.gov](http://www.dir.ca.gov).

- ❖ It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE V. Indemnity, Defense, and Hold Harmless.** Contractor agrees to indemnify, defend, and hold the City of Corning harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance caused by or performed by Contractor, its agents, subcontractors, and/or employees. The obligations of this provision do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the City of Corning, its agents and/or employees.

**ARTICLE VI. Termination of Contract.** Should contractor fail to perform satisfactorily during this agreement, City reserves to itself the right to cancel any remaining portion of said contract upon thirty days written notice to Contractor, by notice in writing provided to Contractor at his usual place of business. Should Contractor breach any of the terms and conditions of this contract, or violate any laws, the City reserves unto itself the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, upon thirty days written notice, and pay contractor such amounts as he may then be entitled to on a pro-rata basis (pro-rated according to amount of work satisfactorily completed)..

**ARTICLE VII. Integration and Modification.** The Contract Agreement, its exhibits and attachments are the operative contract of the parties; there being no other written or oral agreements. Any modifications to this Agreement must be in writing and signed by all parties.

**ARTICLE VIII. Savings Clause.** Should any one part of this Agreement be deemed illegal or invalid, all other provisions shall remain valid and enforceable so long as the Agreement's purpose is not materially altered.

**ARTICLE IX. Ability to Contract.** Contractor represents and warrants that it has taken all necessary actions to bind the corporation as set forth in the Contract Agreement and any addendum thereto.

**ARTICLE X.** If during the performance of Contactor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the general public, or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify Public Works of the condition and if necessary shall post a warning at the area presenting such condition to warn the general public of the same and thereafter safely

and timely resolve the condition or until such time as the Public Works Department can assess or otherwise address the condition.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

**CITY OF CORNING:**

Approved as to form:

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

\_\_\_\_\_  
City Attorney  
City of Corning

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
By and Title (printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Telephone Number

Approved by: Collin  
Robin 9/12/18



**CITY OF CORNING  
STATE OF CALIFORNIA  
BOND OF FAITHFUL PERFORMANCE**

**Downtown Corning Awning Installation Project**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_, the Contractor in the contract hereto annexed, as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Corning in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **Downtown Corning Awning Installation Project** in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

**PAYMENT BOND  
CITY OF CORNING, STATE OF CALIFORNIA  
(Section 3247, Civil Code)**

**Downtown Corning Awning Installation Project**

WHEREAS, the City of Corning, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, \_\_\_\_\_, hereinafter referred to as "Principal," a contract for the work described as follows: **Downtown Corning Awning Installation Project**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_

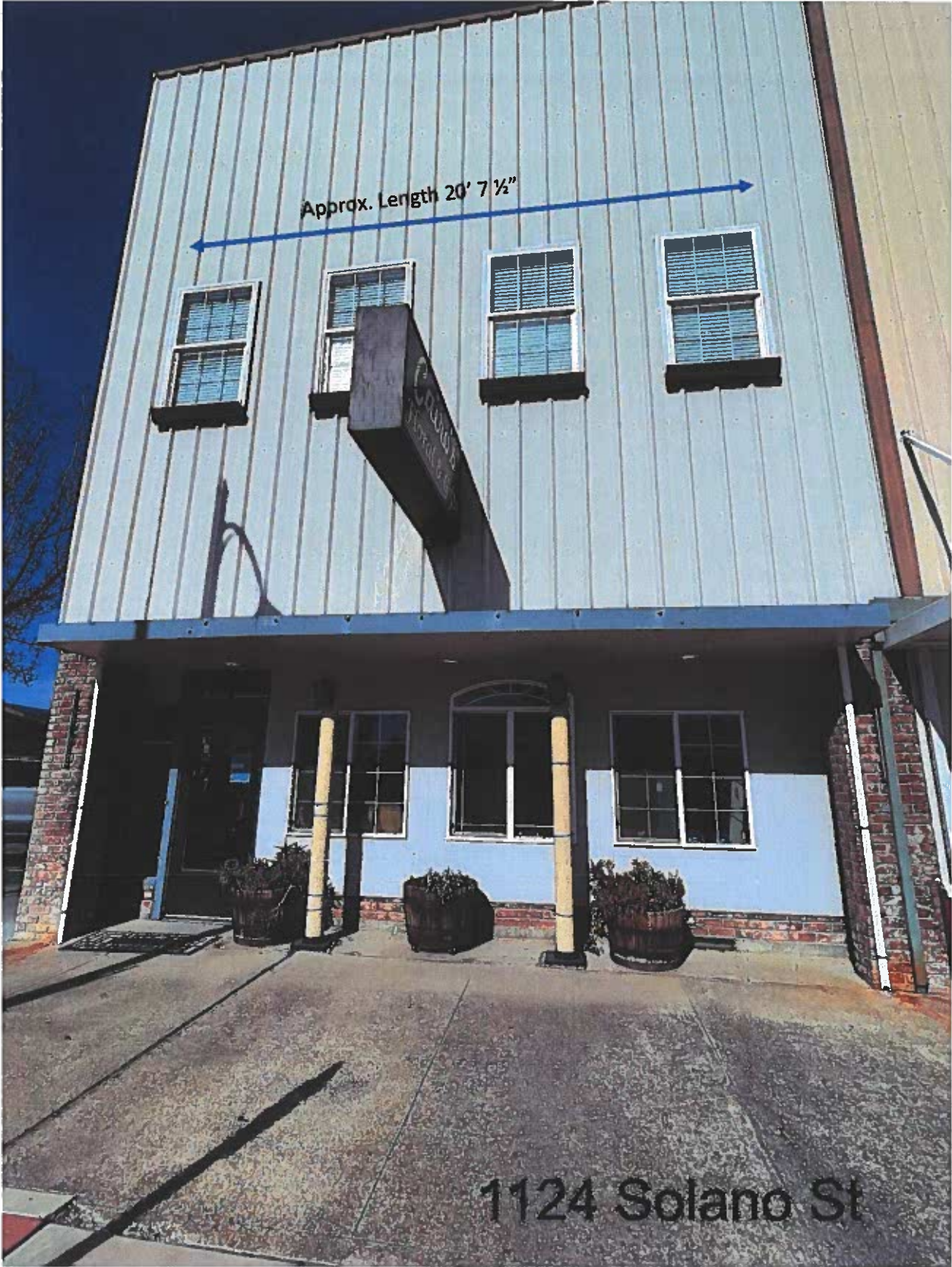
\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

# EXHIBIT A



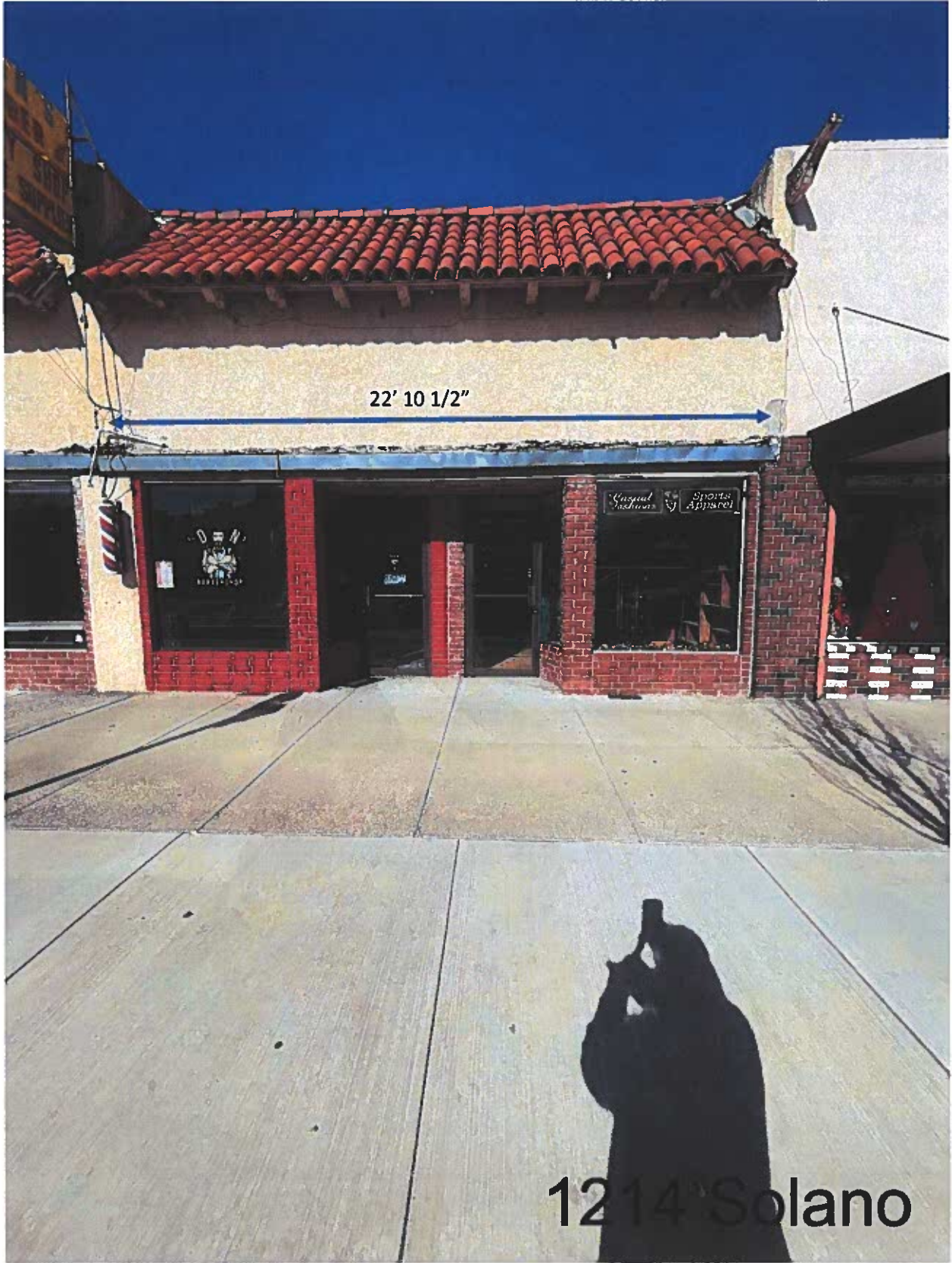
1124 Solano St



1202 Solano



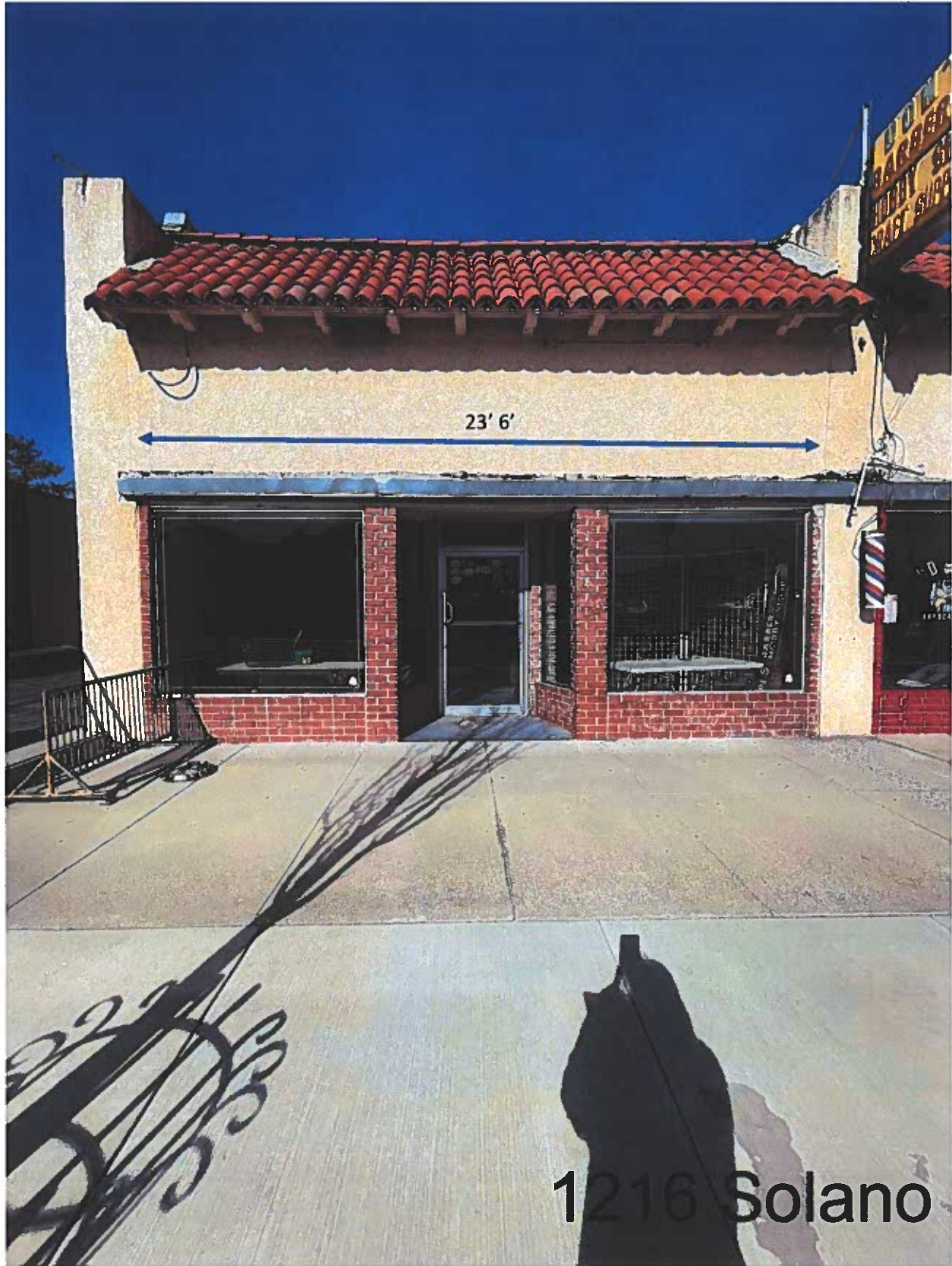




22' 10 1/2"

1214 Solano





1216 Solano







CONDOR  
MARKA  
PERUVIAN  
RESTAURANT

CORNING KELLY TAX SERVICE  
**INCOME TAX**  
IMMIGRATION CONSULTANT

22' 0"

1312 Solano



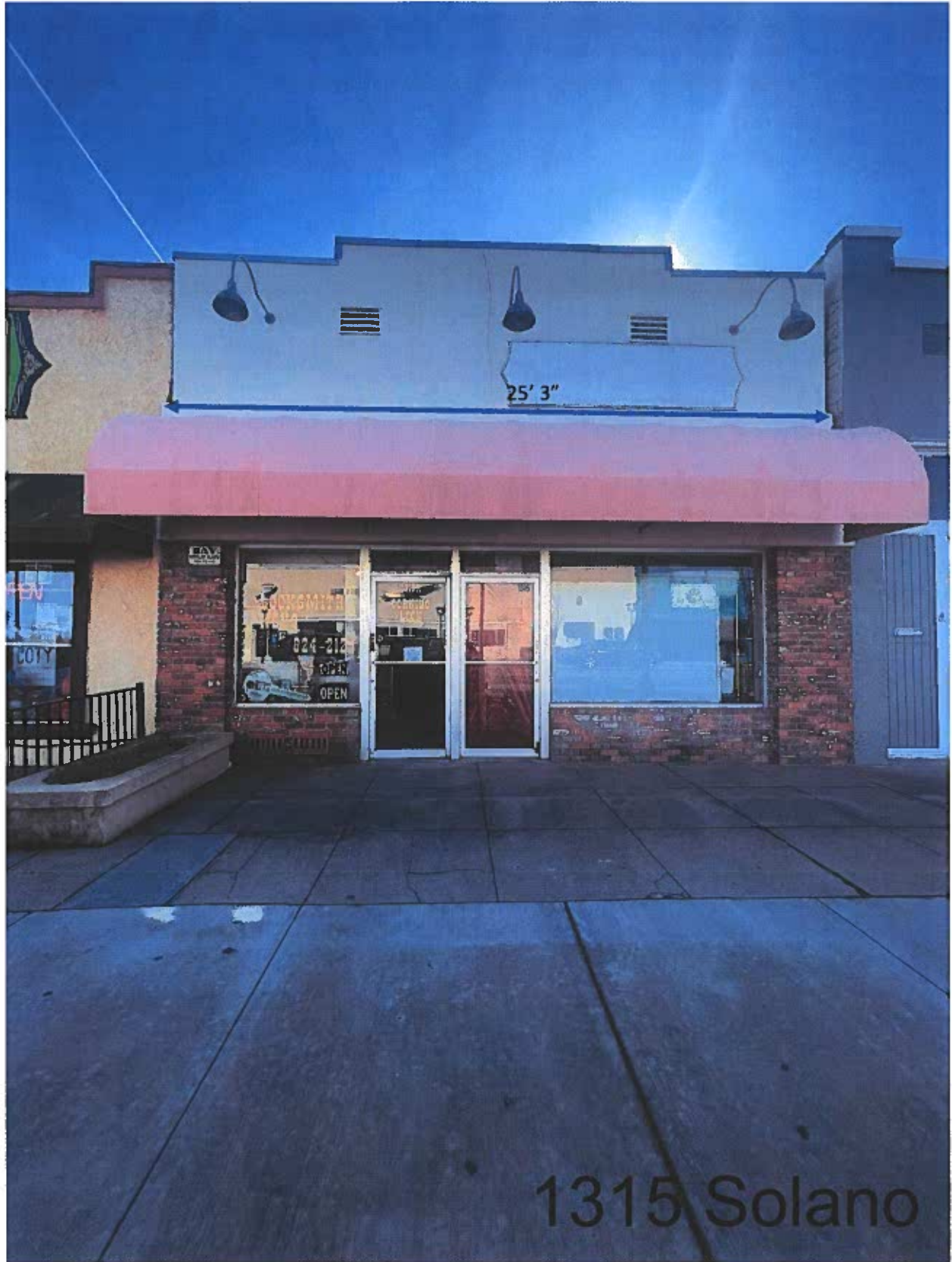
1313 Solano

# DOOR MARKA HALL

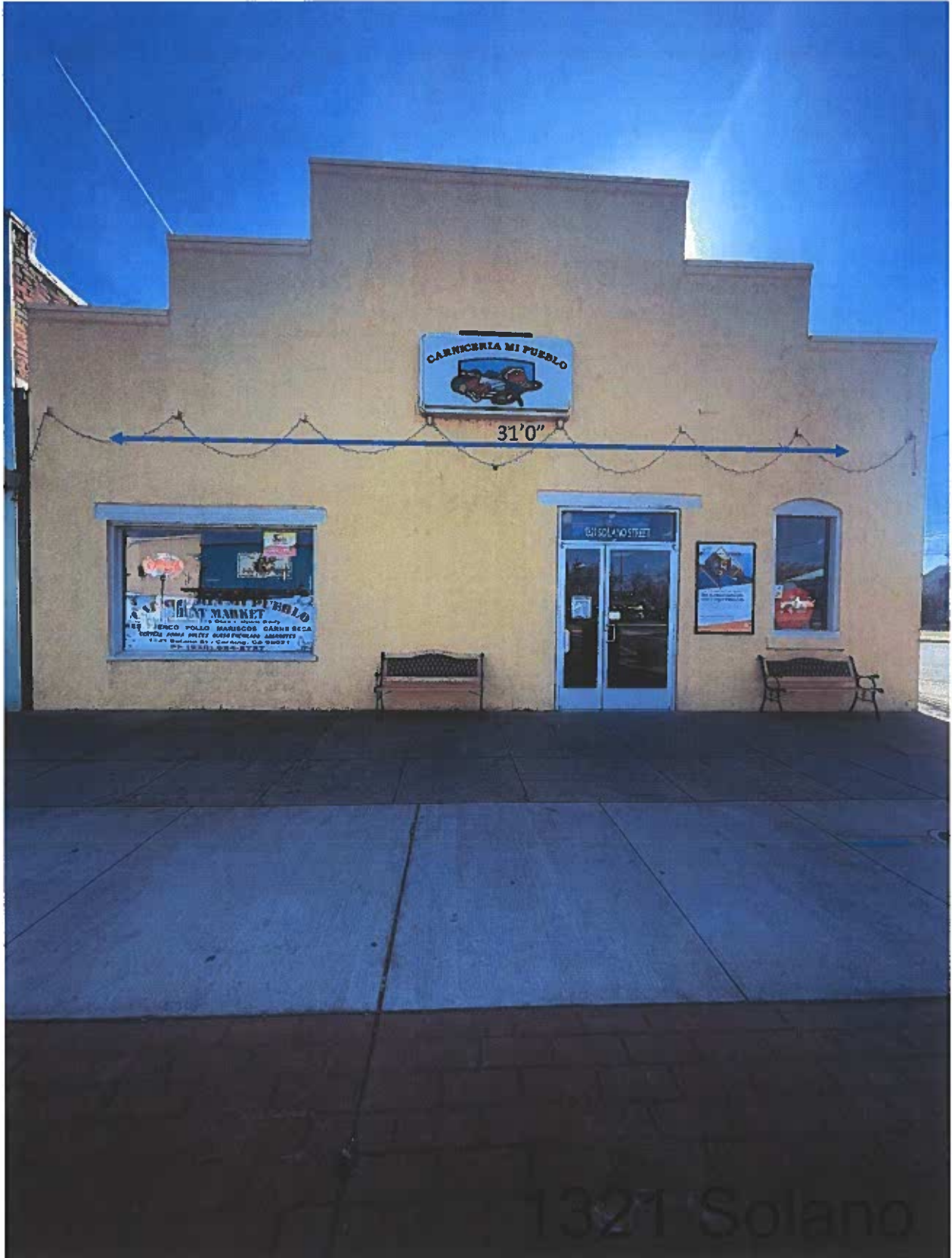
To end of building 48' 1"



1314 Solano



1315 Solano



1321 Solano







1318 SOLANO ST