



**CITY OF CORNING
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 9, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

A. CALL TO ORDER: 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: National Public Works Week, May 21 – 27, 2023.

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.

2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.

3. Waive the reading and approve the Minutes of the April 25, 2023 City Council Closed Session and Regular Meetings with any necessary corrections.

4. May 4, 2023 Claim Warrant in the amount of \$454,915.41.

5. May 4, 2023 Business License Report.

6. April 2023 Wages & Salaries: \$409,117.87.

7. April 2023 Treasurer's Report.

8. April 2023 Building Permit Valuation Report in the amount of \$1,513.737.

9. April 2023 City of Corning Wastewater Operations Summary Report.

10. Approve Specifications and authorize Staff to solicit Bids for the Citywide Weed Control Services.

11. Approve Specifications and authorize Staff to solicit Bids for the Citywide Pest Control Services.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

12. Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Public Safety Bargaining Unit.
13. Approve Amendment allowing a term extension to the Agreements for Proposition 47 Cohort 2 Grant Implementation with:
 - a. Empower Tehama;
 - b. The Job Training Center;
 - c. Center for Evaluation and Research; and
 - d. Tehama County Health Services Agency.
14. Approve Professional Services Contract with DKF Solutions Group in the amount of \$8,100 for required Spill Emergency Response Plan and authorize a supplemental appropriation of \$8,100 from the Sewer Enterprise Fund to fund 610-6300-5200,
15. Approve proposed update to the 2020 City of Corning Illness and Injury Prevention Program to include recent Cal/OSHA required Covid-19 Model Prevention Procedures.
16. 2022/2023 City of Corning Capital Improvement Program (CIP) and Measure A Funding Priorities for Service.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:

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

Demo:

Lomeli:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, MAY 5, 2023

**PROCLAMATION
MAY 21-27, 2023
NATIONAL PUBLIC WORKS WEEK**

WHEREAS this year's National Public Works theme is "Connecting the World Through Public Works." This theme, "Connecting the World Through Public Works" theme highlights the way the city's Public Works Employees connect us physically via their maintenance of our most vital infrastructures, our water and sewer lines, streets, airport, and public buildings, parks, and recreational facilities. These are the vital services that sustain our community.

WHEREAS Public Works exists to develop and support the people, agencies, and organizations that plan, build, maintain, and improve our communities. They are the unsung heroes that work hard daily, rain or shine, to develop and maintain the public infrastructure entrusted to them which allows City residents and businesses to go about their daily business, and our Community to grow and prosper.

WHEREAS infrastructure, facilities and services would not be provided without the dedicated efforts of the City's Public Works Department Employees. They are responsible daily for maintaining, repairing, rebuilding, and improving our City's Streets, Water Treatment and Supply System, Solid Waste System, Public Buildings and nine (9) Parks and recreational areas. City Public Works Employees also assist emergency personnel during times of disasters such as flooding, fires, and vehicle accidents.

WHEREAS we now wish to inform the public of the invaluable and dedicated serves provided daily to the City and this Community by the Public Works Department. We recognize and thank each of these employees for the contributions they make that enable our Community to function daily.

NOW, THEREFORE I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING, DO HEREBY PROCLAIM, MAY 21st – 27th AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF CORNING AND RECOGNIZE THE DEDICATION AND SERVICES PROVIDED BY OUR PUBLIC WORKS EMPLOYEES.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Corning to be affixed this 9th day of May 2023.

Robert Snow, Mayor

Lisa M. Linnet, City Clerk



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, APRIL 25, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

A. CALL TO ORDER: 5:45 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 people 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: Public Safety.

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

Mayor Snow reported that the City Council met and gave Staff direction.



**CORNING CITY COUNCIL
MEETING MINUTES
TUESDAY, APRIL 25, 2023
CITY COUNCIL CHAMBERS
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 Karen Burnett.
- E. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**
1. **PROCLAMATION: April 2023 Sexual Assault Awareness (SAAM) Month.** Present to accept the Proclamation were Susana Reyes and Enelida Ocampo of Empower Tehama.
 2. **PROCLAMATION: May 2023 as "Older Americans Month"** . Present to accept the Proclamation was Elaine Benwell, Elder Services Program Manager, Corning Healthcare District.
 3. **PROCLAMATION: May 10, 2023 Tehama County Peace Officers Memorial Day.** Present to accept the Proclamations were Pat Hurton, CHP Retired, and City Police Chief Jeremiah Fears.
- F. **PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:** None.
- 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.
4. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
 5. **Waive the reading and approve the Minutes of the April 11, 2023 City Council Closed Sessions and Regular Agenda Meeting with any with any necessary corrections:**
 6. **April 19, 2023 Claim Warrant in the amount of \$380,248.23.**
 7. **April 19, 2023 Business License Report.**
 8. **Authorize Payment of Invoice #3902 in the amount of \$88,777.50 to CVE Contracting Group for the Building Demolition Project.**
 9. **Authorize payment of invoice #24557 in the amount of \$964.00 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.**
 10. **Authorize payment of invoice #24561 in the amount of \$2,812 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.**
 11. **Presentation and approval of the 5-year Regional Agency Integrated Waste Management Plan Review Report.**
- Councilor Valerio moved to approve Consent Items 4-11; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**
- H. **ITEMS REMOVED FROM THE CONSENT AGENDA:** None.
- I. **PUBLIC HEARINGS AND MEETINGS:** None.
- J. **REGULAR AGENDA:** None.
- K. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:** None.
- L. **COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:** City Clerk Lisa Linnet reported that a letter expressing strong support for the Corning Crossroads' proposed water and sewer crossing near Corning Road was received from Tamara L. Williams and Teresa K. Wolcott, owners of property within the City Limits located on the west side of I-5 at Corning Road.
- M. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Demo: Reported on the Tehama County Transportation Commission & Tehama County Transit Agency Board Meetings held yesterday, April 24th. He announced that they had received

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

two new all-wheel drive Mini-Vans complete with under floor ramps to support the METS Program and they are now in service. He also provided information on TRAX bus routes and scheduling requirements for some routes.

Valerio: Announced the dates/times for upcoming Chamber of Commerce events.

Hargens: Reported on the April 17th Tehama County Solid Waste Management Agency Executive Committee Meeting and stated that she had attended BUNKO at the Senior Center on April 20th, it was a lot of fun.

Lomeli: Nothing

Snow: Announced the next Tuesday Market is on May 2nd.

Julie Johnson asked about the Corning sign adjacent to I-5, is that County or City; she was informed that it is the City's, and it is being re-engineered.

N. ADJOURNMENT: 6:52 pm



Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: May 4, 2023

SUBJECT: Cash Disbursement Detail Report for the
Tuesday May 9, 2023 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 04-28-23	\$	261,591.74
B.	Payroll Disbursements	Ending 04-28-23	\$	50,245.61
C.	Cash Disbursements	Ending 05-03-23	\$	66,300.71
D.	Payroll Disbursements	Ending 05-03-23	\$	76,777.35

GRAND TOTAL \$ 454,915.41

REPORT.: Apr 28 23 Friday
 RUN...: Apr 28 23 Time: 13:46
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 04-23 thru 04-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034866	04/20/23	CIT03	CITY OF CORNING	198.24	DAR0009	CDBG CV2&3 ASST-EMERGENCY RESP (RUTH DARLING)
034867	04/21/23	WEB02	WEBSTER, WAYNE C.	127.50	230422	REC INSTRUCTOR-REC
034868	04/21/23	RIC06	RICO, BULMARO	74.00	230420	TRAINING/ED-FIRE
034869	04/21/23	SIE06	SIERRA-SACRAMENTO VALLEY	35.00	230420	TRAINING/ED-FIRE
034870	04/21/23	KIN14	KINETICS ACADEMY OF DANCE	219.90	230404	REC INSTRUCTOR-REC
				328.00	230416	REC INSTRUCTOR-REC
			Check Total.....:	547.90		
034871	04/24/23	COR12	CORNING FORD MERCURY, INC	1562.13	230419-2	VEH REPLACE-WTR
034872	04/24/23	LEE00	LEE, JACQUELINE PATTON	240.00	230422	REC INSTRUCTOR-REC
034873	04/25/23	GRA06	GRAHAM, KALE	48.70	230423	MAT & SUPPLIES-BLD & SAFETY
034874	04/25/23	TEH08	COUNTY OF TEHAMA	20.00	240425	PROF SVCS-WTR
034875	04/27/23	AB109	AB109 AUTOSHOP	4800.00	1552	VEH REPLAC-CAP IMPROV
034876	04/27/23	ARM03	ARMSTRONG, ASPEN	25.00	230415	REC INSTRUCTOR-REC
034877	04/27/23	COM01	COMPUTER LOGISTICS, INC	3720.00	84173	EQUIP MAINT-
034878	04/27/23	COR2A	CORNING MINI STORAGE	75.00	34034	MAT & SUPPLIES-REC
034879	04/27/23	DIV02	DIVISION OF THE STATE ARC	16.40	20230424	PROF SVCS-FINANCE
034880	04/27/23	DOW01	DOWN RANGE	91.15	615512	UNIFORMS/CLOTH-POLICE
034881	04/27/23	EMP03	EMPOWER TEHAMA	48926.94	02282023	EMPOWER TEHAMA-PROP 47 (2)
				48781.06	03312023	EMPOWER TEHAMA-PROP 47 (2)
			Check Total.....:	97708.00		
034882	04/27/23	EWI00	EWING	1005.18	19206416	MAT & SUPPLIES-
034883	04/27/23	EXP02	EXPRESS EMPLOYMENT PROFES	1144.56	28931411	TEMP HELP-FINANCE
034884	04/27/23	HOM03	HOME DEPOT	21.89	1021077	MAT & SUPPLIES-POOL
				161.46	2593145	MAT & SUPPLIES-PARKS
			Check Total.....:	183.35		
034885	04/27/23	IND03	INDUSTRIAL POWER PRODUCTS	484.96	374268	MAT & SUPPLIES-PARKS
034886	04/27/23	INL01	INLAND BUSINESS SYSTEMS	159.80	IN3408370	COMMUNICATIONS-
034887	04/27/23	JOB01	JOB TRAINING CENTER	114911.73	6909	JOB TRAINING CTR-PROP 47 (2)
034888	04/27/23	KNI00	KNIFE RIVER CONSTRUCTION	562.91	286268	A/C CITYWIDE-STR
034889	04/27/23	L&T01	L & T TOWING INC.	295.00	23-12066	PROF SVCS-POLICE
034890	04/27/23	LIN01	LINCOLN AQUATICS, INC.	2638.50	SN097052	MAT & SUPPLIES-POOL
034891	04/27/23	PAC29	PACE ANALYTICAL SERVICES,	220.16	230346728	PROF SVCS-WTR DEPT
				92.37	230346828	PROF SVCS-WTR DEPT
			Check Total.....:	312.53		
034892	04/27/23	PAP00	PAPE MACHINERY INC.	91.92	14344758	EQUIP MAINT-
034893	04/27/23	QUI02	QUILL CORPORATION	39.41	31887432	OFFICE SUPPLIES-FIRE
034894	04/27/23	RES04	RESERVE ACCOUNT	3000.00	230419	COMMUNICATIONS-
034895	04/27/23	TUP00	TUPES, KEVIN	26031.20	230404	SCADA-WTR CAP IMPROV
034896	04/27/23	QUI02	QUILL CORPORATION	113.11	32018360	OFFICE SUPPLIES-DISPATCH
				107.74	32052225	OFFICE SUPPLIES-
				194.94	32072872	OFFICE SUPPLIES-
			Check Total.....:	415.79		
034897	04/27/23	GAB00	GABBARD, BRYAN	270.00	230429	REC INSTRUCTOR-REC
034898	04/28/23	ATT02	AT&T	484.11	19847390	COMMUNICATIONS-
034899	04/28/23	TEH08	COUNTY OF TEHAMA	20.00	230418A	PROF SVCS-WTR
034900	04/28/23	\C116	MARICELA CABRERA SALAMANC	145.92	000C30401	MQ CUSTOMER REFUND FOR CAB0005
034901	04/28/23	\J091	JEFFREY JABLONSKI	87.25	000C30401	MQ CUSTOMER REFUND FOR JAB0001
034902	04/28/23	\M159	ALEJANDRO MARIN	18.60	000C30401	MQ CUSTOMER REFUND FOR MAR0178
			Cash Account Total.....:	261591.74		

REPORT.: Apr 28 23 Friday
RUN...: Apr 28 23 Time: 13:46
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 04-23 thru 04-23 Bank Account.: 1025

PAGE: 002
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Total Disbursements.....				261591.74		
Cash Account Total.....				.00		

REPORT.: Apr 28 23 Friday
 RUN...: Apr 28 23 Time: 13:46
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 04-23 thru 04-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13777	04/28/23	AFL01	AMERICAN FAMILY LIFE	923.10	C30430	AFLAC INS.PRE TAX
				117.24	1C30430	AFLAC INS.AFTER TAX
			Check Total.....	1040.34		
13778	04/28/23	BLU02	BLUE SHIELD OF CALIFORNIA	16422.29	C30430	MEDICAL INSURANCE
13779	04/28/23	EDD01	EMPLOYMENT DEVELOPMENT	.00	C30428	STATE INCOME TAX
				.79	1C30428	SDI
			Check Total.....	.79		
13780	04/28/23	FED00	FEDERAL PAYROLL TAXES (EF	.00	C30428	FEDERAL INCOME TAX
				8.94	1C30428	FICA
				2.10	2C30428	MEDICARE
			Check Total.....	11.04		
13781	04/28/23	OEU01	OPERATING ENGINEERS #3	27234.00	C30430	MEDICAL INSURANCE
13782	04/28/23	OEU02	OPERATING ENG. (DUES)	340.00	C30430	UNION DUES MGMT
				748.00	1C30430	UNION DUES POLICE
				567.00	2C30430	UNION DUES DISPATCH
				945.00	3C30430	UNION DUES-MISC
			Check Total.....	2600.00		
13783	04/28/23	PERS1	PUBLIC EMPLOYEES RETIRE	18.60	C30428	PERS PAYROLL REMITTANCE
13784	04/28/23	PRI04	PRINCIPAL LIFE INSURANCE	1808.50	C30430	DENTAL INSURANCE
				236.45	1C30430	VISION INSURANCE
				873.60	2C30430	LIFE INSURANCE
			Check Total.....	2918.55		
			Cash Account Total.....	50245.61		
			Total Disbursements.....	50245.61		

REPORT.: May 04 23 Thursday
 RUN...: May 04 23 Time: 09:23
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1020

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 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034854	05/01/23	TEH08	COUNTY OF TEHAMA	-23.00	230418u	Ck# 034854 Reversed
034903	05/01/23	COR07	CORBIN WILLITS SYSTEMS, I	784.77	000C305011	EQUIP MAINT-FINANCE
034904	05/01/23	COR09	CORNING CHAMBER OF COMM.	1000.00	000C305011	CngChamberComm. Economic
034905	05/01/23	MOO07	MOORE & BOGENER, INC.	5525.00	000C305031	CONSULTING SVCS-LGL SVCS
034906	05/01/23	NEL00	NELSON, JEFFREY NEIL	54.70	000C305011	PROF SVCS-FIRE DEPT
034907	05/01/23	OCH01	OCHOA CLEANING	4655.00	000C305011	JANITORIAL SERVICES-
034908	05/01/23	PIT01	PITNEY BOWES	183.80	000C305011	Rents/Leases Finance Dept
034909	05/01/23	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C305011	PROF SVCS-FIRE DEPT
034910	05/01/23	ZAG00	ZAGAL, STEPHANIE MARIE	810.00	230429	REC INSTRUCTOR-REC
034911	05/01/23	ASB00	ASBURY ENVIRONMENTAL SERV	95.00	I50000923	MAT & SUPPLIES-MECH MAINT
034912	05/01/23	ATT15	AT&T MOBILITY	690.13	230419	COMMUNICATIONS-
034913	05/01/23	COR11	CORNING SAFE & LOCK	64.65	9329	MAT & SUPPLIES-PARKS
034914	05/01/23	DEP03	DEPT OF TRANS/CAL TRANS	639.30	SL230706	Equip.Maint. St&Trf Light
034915	05/01/23	DJC00	DJ C-LOS ENTERTAINMENT	450.00	000162	MAT & SUPPLIES-COMM EVENTS
034916	05/01/23	DM001	DM-TECH	119.90	202305011	COMMUNICATIONS-GEN CITY
034917	05/01/23	EMP01	EMPIRE INSIGNIAS	220.00	2304253	UNIFORMS/CLOTH-POLICE
034918	05/01/23	FLE01	FLEMING BOOKBINDING CO.	100.50	30392	BOOKS/PERIODICS-LIBRARY
034919	05/01/23	GON02	GONZALEZ JUMPERS & PARTY	235.00	230502	MAT & SUPPLIES-COMM EVENTS
034920	05/01/23	HOP01	HOPPING, SAVANNAH	37.50	230415	REC INSTRUCTOR-REC
034921	05/01/23	KIN14	KINETICS ACADEMY OF DANCE	662.40	230430	REC INSTRUCTOR-REC
034922	05/01/23	KNI00	KNIFE RIVER CONSTRUCTION	487.35 1391.23 1150.42 1124.16	286571 286731 286775 286843	A/C CITYWIDE-STR A/C CITYWIDE-STR A/C CITYWIDE-STR A/C CITYWIDE-STR
			Check Total.....	4153.16		
034923	05/01/23	LNC01	LN CURTIS & SONS	815.77	INV697025	EQUIP REPLAC-FIRE CAP REPLAC
034924	05/01/23	MIL16	MILLENNIUM HEALTH, LLC	60.00 480.00 120.00	11073246 11285371 11469914	PROF SVCS-BLD & SAFETY (KALE GRAHAM) EMPLOYEE PHYS-POOL EMPLOYEE PHYS-POOL
			Check Total.....	660.00		
034925	05/01/23	PAC29	PACE ANALYTICAL SERVICES,	220.16	230371728	PROF SVCS-WTR DEPT
034926	05/01/23	PGE2A	PG&E	71.40 214.07 77.92	230426 230428 230428A	ELECT-CORNING COMMUNITY PARK ELECT-MCDONALD,CASSANDRA,SALADO L&L & TOOMES AVE ELECT-MARTINI PLAZA
			Check Total.....	363.39		
034927	05/01/23	REI10	REILLY'S MUFFLERS	1335.25	REG# 5806	VEH OP/MAINT-
034928	05/01/23	S&L00	S & L BREWER ENTERPRISES	250.00	23CORN04	K9 PROGRAM-POLICE
034929	05/01/23	TEH33	TEHAMA COUNTY	5000.00	042820231	PARK VOL FUND-RECYCLE GRANT (FY 22/23)
034930	05/01/23	COR08	CORNING LUMBER CO INC	264.50	230425	MAT & SUPPLIES-
034931	05/01/23	DUN00	DUNCAN, TRISHA MARIE	102.05	05012023	TRAINING/ED-DISPATCH
034932	05/01/23	EIN00	EINHORN, GREGORY PAUL	6615.00	12413	EE RELATIONS-LGL SVCS
034933	05/01/23	PRO14	PROUDCITY INC.	1800.00	1621	COMP/EQUIP/SOFT-CITY ADMIN
034934	05/01/23	VAL11	VALLEY PACIFIC PETROLEUM	1386.73 1773.61	23-622423 23-622424	MAT & SUPPLIES- VEH OP/MAINT-
			Check Total.....	3160.34		
034935	05/02/23	AIR00	AIRGAS USA, LLC	78.20	999701018	MAT & SUPPLIES-FIRE
034936	05/02/23	FIR05	FIRST NATIONAL BANK OMAHA	30.99	230426	CREDIT CARD CHARGES-
034937	05/02/23	FIR11	FIRST NATIONAL BANK OMAHA	827.71	230426	CREDIT CARD CHARGES-
034938	05/02/23	FIR16	FIRST NATIONAL BANK OMAHA	530.67	230426	CREDIT CARD CHARGES-
034939	05/02/23	FIR20	FIRST NATIONAL BANK OMAHA	2868.15	230426	CREDIT CARD CHARGES-
034940	05/02/23	GON02	GONZALEZ JUMPERS & PARTY	150.00	230502A	MAT & SUPPLIES-COMM EVENTS

REPORT.: May 04 23 Thursday
 RUN...: May 04 23 Time: 09:23
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034941	05/02/23	GOV01	GOVERNMENTJOBS.COM, INC.	800.00	INV-35271	COMP/EQUIP/SOFT-CITY ADMIN
034942	05/02/23	ROD10	RODRIGUEZ, JESENIA	690.00	230428	REC INSTRUCTOR-REC
034943	05/02/23	VAL11	VALLEY PACIFIC PETROLEUM	234.74	23-622425	VEH OP/MAINT-FIRE
034944	05/03/23	COM01	COMPUTER LOGISTICS, INC	3057.51	84230	COMP/EQUIP/SOFT-FIRE
034945	05/03/23	EXP02	EXPRESS EMPLOYMENT PROFES	1144.56	28966497	TEMP HELP-FINANCE
034946	05/03/23	FIR10	FIRST NATIONAL BANK OMAHA	64.95	04262023	CREDIT CARD CHARGES-
034947	05/03/23	FIR13	FIRST NATIONAL BANK OMAHA	3755.95	04262023	CREDIT CARD CHARGES-
034948	05/03/23	HOU00	HOUSING TOOLS	1327.50	2745	PROF SVCS-GEN CITY
034949	05/03/23	NAP01	NAPA AUTO PARTS	99.87	230425	VEH OP/MAINT-
034950	05/03/23	PES01	PESTMASTER SERVICES, INC.	990.79	387565	TREE/PEST & WEED SPRAY- (APRIL)
034951	05/03/23	PGE00	PG&E	260.00	230503	CDBG CV2&3-ASST-EMERGENCY RESP (TANYA&JASON FOSTER
034952	05/03/23	PGE04	PG&E	427.88	230430	TranspFacility-
034953	05/03/23	PGE2A	PG&E	22.05	230501	ELECT-CLELAND PROP
034954	05/03/23	REN03	RENELLE, STEVEN R.	1100.00	230503	CDBG CV2&3-ASST-EMERGENCY RESP (TANYA&JASON FOSTER
034955	05/03/23	SOU06	SOUTH AVENUE ACE	1111.03	230427	MAT & SUPPLIES-
034956	05/03/23	THO01	THOMES CREEK ROCK CO	1361.76	230501	MAT & SUPPLIES-
034957	05/03/23	TPX00	TPX COMMUNICATIONS	1132.26	169861605	COMMUNICATIONS-
034958	05/03/23	USB04	U.S. BANK	3000.00	6904048	DEBT SERV-
034959	05/03/23	WAS00	WASTE MANAGEMENT	85.17	253560123	CDBG CV2&3-ASST-EMERGENCY RESP (TANYA&JASON FOSTER

Cash Account Total.....: 66300.71

 Total Disbursements.....: 66300.71
 =====

 Cash Account Total.....: .00

REPORT.: May 04 23 Thursday
 RUN....: May 04 23 Time: 09:23
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 05-23 thru 05-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13792	05/03/23	BAN03	POLICE OFFICER ASSOC.	275.00	C30503	POLICE OFFICER ASSOC
13793	05/03/23	CAL37	CALIFORNIA STATE DISBURSE	138.46	C30503	WITHHOLDING ORDER
13794	05/03/23	EDD01	EMPLOYMENT DEVELOPMENT	5291.10	C30503	STATE INCOME TAX
				1280.22	1C30503	SDI
			Check Total.....	6571.32		
13795	05/03/23	FED00	FEDERAL PAYROLL TAXES (EF	14634.53	C30503	FEDERAL INCOME TAX
				17441.38	1C30503	FICA
				4079.02	2C30503	MEDICARE
			Check Total.....	36154.93		
13796	05/03/23	MIS03	MISSIONSQUARE - PLAN#3020	1843.00	C30503	MISSIONSQUARE 457
				215.00	1C30503	MISSIONSQUARE 457 ER
			Check Total.....	2058.00		
13797	05/03/23	OEU01	OPERATING ENGINEERS #3	641.00	C30504	MEDICAL INSURANCE-BRASIER
13798	05/03/23	PERS1	PUBLIC EMPLOYEES RETIRE	25824.41	C30503	PERS PAYROLL REMITTANCE
13799	05/03/23	PERS4	Cal Pers 457 Def. Comp	2089.41	C30503	PERS DEF. COMP.
				362.50	1C30503	PERS DEF. COMP. ER P
			Check Total.....	2451.91		
13800	05/03/23	VAL06	VALIC	2429.82	C30503	AIG VALIC P TAX
				232.50	1C30503	AIG VALIC P TAX ER P
			Check Total.....	2662.32		
			Cash Account Total.....	76777.35		
			Total Disbursements.....	76777.35		

Date.: May 3, 2023
Time.: 3:34 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
BAIZE ELECTRIC & SOL	13929 EBERLE RD.	BAKERSFIELD, CA 93313	SOLAR & ELECTRIC	04/25/23
JHE CONSTRUCTION	1385 ACACIA ST	RED BLUFF, CA 96080	GENERAL CONTRACTOR	04/20/23

CITY OF CORNING
TREASURER'S REPORT
APRIL 2023

<u>AGENCY</u>		<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$	9,252,741.33	2.74%

Respectfully submitted:

Laura L. Calkins
City Treasurer



Monthly Permit Report

04/01/2023 - 04/30/2023

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
23180	4/28/2023	ISSUED	087-050-067-000	3070 Toomes Ave.	Bucky Lee Inc.	P O BOX 495	Corning	96021	Plumbing	\$17,317
23179	4/28/2023	Approved " FEES DUE "	071-020-040-000	1980 North St.	Lanham, Larry Lee & Lanham, Sheila Lorraine	1980 North St.	Corning	96021	Solar	\$50,000
23178	4/27/2023	ISSUED	073-300-027-000	986 Sunny St.	JENNIFER PALAFOX	1050 McDonald Ct.	Corning	96021	Building	\$2,500
23177	4/27/2023	ISSUED	071-072-003-000	1963 Colusa St.	Lucero, Sandra Gail Trustee Lucero Family Trust 02; % LUCERO, WENDI	4834 N. Gay Ave.	Portland, OR	97217	Roof	\$15,971
23176	4/27/2023	ISSUED	071-125-003-000	1427 Yolo St.	FLORES, JESSICA	1427 Yolo St.	Corning	96021	Electrical	\$1,500
23175	4/27/2023	ISSUED	071-320-027-000	423 Rio Del Rey	Culbertson, James J ETAL TRS Culbertson Family TR	3420 Houghton Ave.	Corning	96021	Roof	\$8,000
23174	4/27/2023	Waiting for Information/Plans	073-200-003-000	448 Marguerite Ave.	Shook, Gary Lee & Shook, Charlotte Ann	448 Marguerite Ave.	Corning	96021	Solar	\$24,494
23173	4/26/2023	Approved	073-172-010-000	620 Fig Ln	PEREZ, RAUL RANGEL	620 Fig Ln.	Corning	96021	Building	\$6,780
23172	4/26/2023	approved " FEES DUE "	071-340-006-000	2188 North St.	BALLARD, TIMOTHY J & MICHELLE E	2188 North St.	Corning	96021	Plumbing	\$1,500
23171	4/25/2023	ISSUED	071-115-008-000	1122 Butte St.	Muto, Frank & Muto, Lisa	18896 Red Bank Rd.	Red Bluff	96080	Electrical	\$2,000
23170	4/25/2023	ISSUED	073-162-010-000	921 Almond St.	SANCHEZ, ABRAHAM & MINDY	921 Almond St.	Corning	96021	Solar	\$57,743
23169	4/25/2023	ISSUED	071-020-043-000	1952 North St.	JIMENEZ, CRYSTAL N ETAL	1952 North St.	Corning	96021	Solar	\$17,500
23168	4/24/2023	ISSUED	073-134-001-000	817 WALNUT ST	Leon, Maria De Los Angeles	817 Walnut St.	Corning	96021	Building	\$10,000
23167	4/21/2023	ISSUED	071-280-028-000	1661 FIG LN	NEREY, PABLO ETAL	3211 Woodson Ave.	Corning	96021	Building	\$20,000
23166	4/20/2023	HOLD (see note)	071-165-021-000	1135 West St.	BRITO ARROYO, ADRIAN	1135 West St.	Corning	96021	Solar	\$10,200
23165	4/20/2023	Under Review	073-313-016	435 Sturmgarten Drive	C.H.I.P.	1001 Willow Street	CHICO	95928	Building	\$249,000
23164	4/20/2023	Under Review	073-313-012	525 Sturmgarten Drive	CHIP	1001 Willow Street	Chico	95928	Building	\$266,100

23163	4/20/2023	Approved " FEES DUE "	073-200-023-000	418 STANMAR DR	Jose Lira	418 STANMAR DR	Corning	96021	Mechanical	\$12,831
23162	4/19/2023	Under Review	071-080-021-000	669 EDITH AVE	DUTCH BROTHERS		Corning	96021	Signs	\$29,600
23161	4/19/2023	ISSUED	075-310-016-000	299 MOONEY CT	HINKEL, HARLEY	299 MOONEY CT	Corning	96021	Roof	\$11,000
23160	4/19/2023	ISSUED	071-201-026-000	2078 DONNOVAN AVE	ZAPIEN-VALDOVINOS, EFREN ETAL	2078 DONNOVAN AVENUE	Corning	96021	Solar	\$28,801
23159	4/18/2023	ISSUED	073-116-012-000	1168 MARGUERITE AVE	CHIPRES, NORMA	1168 MARGUERITE AVENUE	Corning	96021	Solar	\$10,507
23158	4/18/2023	ISSUED	071-045-007-000	1409 NORTH ST	DOWNER, MAUREEN K & DAVID W	1409 NORTH ST	Corning	96021	ReModel	\$4,000
23157	4/14/2023	ISSUED	071-165-008-000	1017 WEST ST	RAMIREZ, ANTHONY ETAL	1017 WEST ST	Corning	96021	Fence	\$2,300
23156	4/14/2023	ISSUED	071-164-008-000	1408 SOUTH ST	MEDINA, ELIZABETH	1408 SOUTH STREET	Corning	96021	Roof	\$5,000
23155	4/14/2023	ISSUED	071-201-011-000	2058 DONNOVAN AVE	EICKMEYER, TODD & KENDALL JOY	2058 DONNOVAN	Corning	96021	Building	\$1,000
23154	4/14/2023	ISSUED	071-171-004-000	902 FIFTH ST	FORREST, STEPHEN E JR & FORREST, AMBER A	P O BOX 67	Corning	96021	Electrical	\$1,000
23153	4/13/2023	ISSUED	071-241-006-000	1260 5TH AVE	GARCIA, JUAN PABLO ETAL; % RICO, BLANCA	1260 5th Ave.	Corning	96021	ReModel	\$1,800
23152	4/12/2023	Cancelled	071-042-006-000	410 HOAG ST	SEIPEL, PAUL F & SEIPEL, APRIL	410 HOAG ST	Corning	96021	Solar	\$0.00
23151	4/12/2023	ISSUED	071-020-054-000	1734 NORTH ST	ALVAREZ, MARLEN & SANCHEZ, CANDIDO	1734 NORTH ST	Corning	96021	Solar	\$19,503
23150	4/12/2023	ISSUED	071-092-010-000	1820 SOLANO ST	King, Columuss F & Judy G; DBA Corning Auto Center	6091 Alameda Rd.	Corning	96021	Electrical	\$59,276
23149	4/12/2023	ISSUED	071-241-007-000	1290 FIFTH AVE	Moskal, Robert K & Moskal, Erica A	1290 5TH AVE	Corning	96021	Roof	\$10,930
23148	4/12/2023	ISSUED	071-340-006-000	2188 NORTH ST	Ballard, Timothy J & Michelle E.	2188 NORTH ST	Corning	96021	Electrical	\$700
23147	4/11/2023	ISSUED	073-240-013-000	240 MARTY CT	MONTGOMERY, MICAH DAVID ETAL	240 MARTY CT	Corning	96021	Electrical	\$2,500
23146	4/11/2023	ISSUED	071-124-005	800/880 West Street	CROSBY, DEANNA	2300 Mariposa Ave.	CHICO	95926	Solar	\$30,000
23145	4/11/2023	ISSUED	073-045-001-000	525 FIRST ST	VAUGHAN, KENNETH & VAUGHAN, MARILYN	P O BOX 722	Corning	96021	Solar	\$27,500
23144	4/11/2023	Cancelled	075-040-015-000	5010 EAST AVE	TAINTER, CHRISTINE ETAL	5010 EAST AVE	Corning	96021	Roof	\$0.00

23143	4/10/2023	Cancelled	069-210-061-000	22324 Bosque Ave.	Strauch, Beulah	1910 RAPIDS ST	Wisconsin Rapids, WI	54494	Solar	\$0.00
23142	4/10/2023	Approved " FEES DUE "	071-102-008-000	1614 YOLO ST	LOPEZ-REYES, PEDRO ETAL	1614 YOLO ST	Corning	96021	Solar	\$13,464
23141	4/10/2023	ISSUED	071-106-004-000	1423 BUTTE ST	WHITE, WINOFRED DECD ETAL; % WALLACE, MARJORIE	2801 NE 187th Ave.	Vancouver	98682	Fence	\$1,000
23140	4/10/2023	ISSUED	071-020-040-000	1980 NORTH ST	LANHAM, LARRY LEE & LANHAM, SHEILA LORRAINE	1980 NORTH ST	Corning	96021	Roof	\$11,000
23139	4/10/2023	ISSUED	073-043-007-000	940 BUTTE ST	NEREY, PABLO ETAL	3211 Woodson Ave.	Corning	96021	Roof	\$8,700
23138	4/10/2023	ISSUED	071-292-007-000	1769 Palm Ave.	Morales, Johnny M & Reyna	1769 PALM AVE	Corning	96021	Roof	\$1,200
23137	4/10/2023	Duplicate Permit - Cancelled	073-043-007-000	940 BUTTE ST	NEREY, PABLO ETAL	3211 Woodson Ave.	Corning	96021		\$0
23136	4/10/2023	Finald	073-113-006-000	402 Walnut St.	BEVERIDGE, CHARLENE & MICHAEL	5760 LUPIN LN	Pollock Pines	95726	Solar	\$19,283
23135	4/10/2023	ISSUED	073-053-012-000	492 El Paso Ave	Mendoza, Orlando A & Maria R.	492 El Paso Ave.	Corning	96021	Roof	\$12,179
23134	4/7/2023	ISSUED	075-310-016-000	299 MOONEY CT	HINKEL, HARLEY	299 Mooney Ct.	Corning	96021	Solar	\$48,000
23133	4/7/2023	ISSUED	073-270-004-000	217 Carona Ave	PREST TORI ETAL	217 Carona Ave	Corning	96021	Solar	\$50,000
23132	4/7/2023	ISSUED	071-020-048-000	1890 NORTH ST	BYERS, LESTER ETAL CO-TRS L & L BYERS TRUST 11/10/	1890 NORTH ST	Corning	96021	Solar	\$58,000
23131	4/7/2023	ISSUED	073-300-014	993 Sunny Street	Hernandez Wilber	1819 McKinley Ave.	Corning	96021	Solar	\$12,000
23130	4/7/2023	ISSUED	071-340-005-000	2198 NORTH ST	COFFEY, CRAIG A	2198 NORTH STREET	Corning	96021	Solar	\$6,000
23129	4/7/2023	ISSUED	073-094-009-000	808 SOUTH ST	LIMA, PATRICK	808 SOUTH ST	Corning	96021	Solar	\$34,000
23128	4/7/2023	ISSUED	071-241-008-000	1291 6TH AVE	Johnson, Jeannie A & Johnson, Tommy	1291 6TH AVE	Corning	96021	Solar	\$36,000
23127	4/7/2023	ISSUED	073-052-010-000	418 DEL NORTE AVE	WALLEN, CAROL ETAL	418 Del Norte Ave.	Corning	96021	Solar	\$28,623
23126	4/7/2023	Cancelled	069-060-027-000	21855 Simpson Rd	Nichols, Craig E & Nichols, Gina M.	5945 Micrimar Ln.	Anderson	96007	Mechanical	\$0.00
23125	4/6/2023	ISSUED	073-200-048-000	320 Marguerite Ave	PANO, HERIBERTO M	320 Marguerite Ave.	Corning	96021	Solar	\$41,000
23124	4/6/2023	Cancelled							HVAC	\$0.00
23123	4/5/2023	ISSUED	071-241-020-000	1261 Sixth Ave.	Huber, Stephen Kelly & Huber, Cynthia Bobette	1261 6TH AVE	Corning	96021	HVAC	\$1,500

23122	4/5/2023	ISSUED	071-340-024-000	243 Rio Bravo Ct.	MERAS, LAURA	243 Rio Bravo Ct.	Corning	96021	Solar	\$22,000
23121	4/5/2023	ISSUED	071-061-008-000	2108 Colusa St.	ENGBRETSSEN, SHIRLEY I	PO Box 1389	Corning	96021	Mechanical	\$12,994
23120	4/5/2023	ISSUED	071-165-009-000	1013 West ST.	Yracheta, Thomas Jr. & Yracheta, Regina	1013 West St.	Corning	96021	Roof	\$15,900
23119	4/4/2023	ISSUED	073-052-012-000	550 Del Norte Ave.	Osborn, Timothy A & Donna S,	550 Del Norte Ave.	Corning	96021	Roof	\$10,175
23117	4/4/2023	ISSUED	073-045-004-000	504 East St	BARRIGA, J JESUS ETAL	P O Box 1386	Corning	96021	Solar	\$32,866
23116	4/3/2023	Waiting for Information/Plans	071-250-018-000	1515 Hwy 99W	Humble Estates Corporation TRS Mansour L/TR 05/10/2002	9566 Dunkerrin Way	Elk Grove	95758	ReModel	\$13,000
23115	4/3/2023	ISSUED	071-241-006-000	1260 5TH Ave	GARCIA, JUAN PABLO ETAL; % RICO, BLANCA	1260 5th Ave.	Corning	96021	Electrical	\$1,000
23114	4/3/2023	ISSUED	071-241-006-000	1260 5TH Ave	GARCIA, JUAN PABLO ETAL; % RICO, BLANCA	1260 5th Ave.	Corning	96021	Roof	\$5,000
										\$1,513,737

Total Records: 66



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT APRIL 2023

Below is a summary of the monthly operations report that will be available for review in May 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
- Mowed lawns



- Completed monthly facility inspection
- Completed pretreatment inspections at several restaurants.
- Completed inspections on collection system trouble spots
- Held meeting with assistant Public Works Director to discuss capital improvement items.

April 2023

Effluent Flow Monthly Average= 678,966 GPD

ITEM NO.: G-10
APPROVE SPECIFICATIONS AND
AUTHORIZE STAFF TO SOLICIT BIDS
FOR CITY WIDE WEED CONTROL
SERVICES

May 9, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Staff recommends that City Council approve the specifications and authorize Staff to seek bids for a three-year contract to provide weed control services. Weed control services will occur at City properties, baseball parks, well sites, City rights-of-way and alleys and drainage ditches on a bi-weekly or as often as necessary to control weed and grass growth. These services are an approved Budget item.

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

BACKGROUND:

The City's current Agreement for providing these services with PestMaster Services has expired and the City currently does not have anyone performing these services.

Weed spraying for annuals is completed during the winter and early spring months prior to or just after emergence.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE SPECIFICATIONS AND AUTHORIZE STAFF TO SOLICIT BIDS FOR CITY WIDE WEED CONTROL SERVICES.



WEED CONTROL SERVICES

Request for Proposals

May 2023

**Project Location: Various Locations
Corning, CA 96021**

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





WEED CONTROL SERVICES

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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 2:00 p.m. on June 6, 2023. At that time, all proposals will be publicly accepted, examined and declared for:

WEED CONTROL SERVICES

The work under this solicitation includes supplying all material and labor for furnishing weed control services at various locations throughout the City of Corning as specified in "Specifications for Weed Control". The Contract term will be for a period of three (3) years.

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.

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 on the City website, www.corning.org, or on www.CIPList.com.

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 of the bid prices on the base bid and those additive items that are specifically identified in the bid solicitation. 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



INSTRUCTION TO BIDDERS

A. INTRODUCTION

Each Proposal shall be in accordance with the Request for Proposals prepared by City of Corning. A copy of the Request for Proposals and associated bid documents are available on the City website www.corning.org or online at www.CIPList.com.

B. PRE-BID WALK THROUGH

There will NOT be a pre-bid walk through for this project.

C. DEFINITION OF TERMS

- 1. REQUEST FOR PROPOSAL DOCUMENTS:** The Request for Proposal Documents consist of the Notice to Contractors, Instructions to Bidders, Specifications, Proposal Forms, Sample Contract 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:** A proposal guarantee/bidders bond is not required for this project.
- 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.
- 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, AASHO, 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 this Request for Proposals, 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, 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 ensure consideration, the Proposal should be enclosed in a sealed envelope with "Weed Control Services" clearly marked on the outside of the envelope. 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 7 days before the time set for opening of Proposals. Any explanation or interpretation will be made in the form of Addenda to the Contract Documents and shall be furnished to all Bidders. 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. EXECUTION OF CONTRACT

The Bidder whose Proposal is accepted shall sign and return the Contract with acceptable 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.

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



SPECIFICATIONS - WEED CONTROL SERVICES

Weed Control: Each property shall be sprayed as soon as the contract is awarded and re-sprayed on a bi-weekly basis or as often as necessary to control weed and grass growth throughout the term of the contract. Pre-emergent should be herbicide (diuron or equivalent) and Amino Triazole and shall be done year round. The above stated shall apply year-round throughout the term of the contract

Weed	Place	Address	Additional Instructions
Buildings			
X	Public Works Yard	1106 Butte St.	
X	Airport	930 N. Marguerite	30 foot path on both sides of the taxiway and runway. The north end of the runway should also have a 30 foot path beyond the lights. Treatments around hangar building, office building and asphalt tie down areas. Treatment on the west side of Marguerite Avenue from fence line to the edge of asphalt between Blackburn and Neva.
X	Wastewater Treatment Plant	25010 Gardiner Ferry Rd.	
Park Sites			
X	Yost Field	998 Tehama St.	Baseball infield Areas, Warning track of baseball field and outside of the chain link fencing area
X	Clark Park	103 Fig Lane	Baseball infield areas, batting cage, all unpaved areas, drainage ditch and along the edge of the chain link fence.
Well Sites			Each Building is approximately 1,000 sf in size.
X	002 BB	Blackburn	Area within Chain Link Fence
X	004 HA	Houghton	Area around well house
X	006 P#1	Pilot #1	Area within Chain Link Fence
X	010 H9	Hwy 99W	Area around well house
Misc. City Locations			
X	Toomes Avenue – Loleta Avenue Drainage		Treat west side of Toomes Avenue heading south, turn right on Loleta Avenue treating on north side to Hwy. 99W
X	Blackburn Moon Drain		From Edith Avenue to Corona Avenue Bridge
X	Solano Street Sidewalk and Curbs		Treat sidewalks and parking strips on Solano Street from Edith Avenue to Marguerite Avenue including tree grates and planter bulb outs.
X	Alleys, Right-of-ways & Drainage Ditches		All alleys, right-of-ways (fence to fence), and drainage ditches next to roadways are to be treated.
X	Hwy 99W Drainage Ditch		Drainage ditch from 1870 Hwy 99W to Blossom Creek
X	Hwy 99W Hydrants		All fire hydrants from Solano Street to South Ave (10' radius around hydrants)
X	Marin Street		At Blackburn Ditch on east side of drainage.
X	Puncture Vines		Treatment of puncture vines to be sprayed in June and July in baseball infields and at the Corporation Yard



PROPOSAL FORM:

WEED CONTROL SERVICES

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **2:00 p.m. on June 6, 2023**. All proposals must be clearly marked "**SEALED BID – WEED CONTROL SERVICES - DO NOT OPEN.**" All proposals submitted will be opened and read promptly following the 2:00 pm proposal closing.

Lump Sum: Furnish Weed Control Services \$ _____ /per year

The prices quoted herein are firm, and are not subject to change.

It is understood that this proposal shall remain open and shall not be withdrawn for a period of forty-five (45) days from the date prescribed for the opening of the Proposals.

It is agreed that the service to be provided under this proposal will be for a three-year contract period.

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.

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.



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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



PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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



NON-COLLUSION AFFIDAVIT

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

To the City of Corning, Department of General Services

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

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

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



CITY OF
CORNING
PROPOSAL CERTIFICATION
(LABOR CODE SECTION 1861)

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, the undersigned, do hereby certify:

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

Executed at _____

On _____.

(Date)

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

Signature of Contractor-Employer



AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of this _____ day of _____, **2023** by and between the City of Corning, a Municipal Corporation, hereinafter referred to as "**City**" and _____ hereinafter referred to as "**Contractor**". It is hereby agreed by and between the parties that Contractor shall supply weed control spraying service for City, as hereinafter more particularly described hereafter.

1. CONTRACTOR'S OBLIGATION:

- a. Contractor shall, on a bi-weekly basis with touch-up services at the City's request, safely supply weed control at specified City properties. Such application shall be done safely and in a workmanlike manner with the materials approved and as indicated herein. Locations and types of weed control services are as described on **EXHIBIT "A"** attached hereto and incorporated by this reference. The City reserves unto itself the right to reject any or all performance hereunder and to require touchup and/or follow-up services to the City's satisfaction, and without further compensation.
- b. All chemicals used shall be of the following types and rate of mixture:

PER LABEL INSTRUCTIONS

- c. Contractor shall, during the term of this Contract, maintain a valid City of Corning Business License.
- d. Contractor must, at all times during the term of this contract, be a qualified applicator licensed in the following categories throughout the term of this agreement: Residential, Industrial, Institutional, Right-of-Way, Plant Agriculture, Pest Control and Aquatic.

2. COMPENSATION / TERM

- a. For those services as outlined in **Specifications - Weed Control Services** hereto the City shall pay to Contractor the sum of \$ _____ per year paid in 12 equal monthly installments of \$ _____ per month. This contract shall run for a period of three years, through _____, 2023, unless sooner terminated under Section 3.
- b. City will pay Contractor, in equal amounts, on a monthly basis at the beginning of each month for the work performed the preceding month.

However, should performance not be satisfactory as determined by the Public Works Director, as hereinafter specified, the City may retain and use such funds as the Public Works Director deems appropriate for purposes of insuring proper performance and/or hiring other chemical spraying companies to complete to the City's satisfaction the contract.

3. TERMINATION:

Should contractor fail to perform satisfactorily during any one of the three contract years as herein set forth, 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, especially those relative to the utilization of hazardous materials, weed control chemicals or similar chemicals, mixtures or materials, 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).

4. PAYMENTS:

The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by him.

5. SUSPENSION OF WORK:

The Public Works Director shall have authority to suspend the work wholly or in part for such period as he may deem necessary to investigate complaints regarding improper or unsafe use of chemicals or herbicides.

6. AUTHORITY OF DIRECTOR OF PUBLIC WORKS:

The Public Works Director shall be the City's representative in deciding any and all questions that may arise as to the quality or acceptability of the work performed, all questions that arise as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation. The City Manager also is authorized to act as the City's representative at any time with respect to this agreement. Contractor is an independent contractor; therefore the City will not be supervising the work performed or directing Contractor how to do his work but will be expecting the Contractor to perform all work agreed upon in a safe and professional manner according to the terms of this agreement.

7. LAWS TO BE OBSERVED:

The Contractor shall keep himself fully informed of all State, Federal and Municipal Ordinances and/or regulations of the City of Corning which in any manner affect those engaged in or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor must comply with all provisions of the Immigration Reform and Control Act and of the California Labor Code which includes the requirements of the prevailing wage laws and the obligation to register with the Department of Industrial Relations.

8. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons in this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons. Violation of this section shall subject Contractor to penalties referenced in **Section 1735** of the **Labor Code**.



9. RESPONSIBILITY FOR DAMAGES:

Neither the City of Corning, the City Council, nor the City Staff, shall be responsible or accountable in any manner for any loss or damage that may happen during the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause whatsoever.

10. LIABILITY INSURANCE:

The Contractor shall secure and maintain in full force and effect, during the term of this agreement and for one year thereafter, a valid comprehensive public liability and property damage insurance policy listing the City as additional insured in the following amounts:

- a. \$1,000,000.00 for death or injury to any person arising out of any incident or accident;
- b. \$50,000.00 for property damage arising out of any one incident or accident.

11. WORKMAN'S COMPENSATION INSURANCE:

Contractor at all times shall keep fully insured, at his own expense, all persons employed by him in connection with this **Agreement** as required by Workman's Compensation and Insurance (California Labor Code Section 3200 et seq.), and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any of the employees of the Contractor who are injured while performing at work any labor necessary to carry out the provisions of this agreement.

12. CERTIFICATION OF INSURANCE AND CANCELLATION THEREOF:

The Contractor shall keep on file with the City a Certificate of Insurance duly executed by the Contractor's insurance carrier or carriers, which shall serve as evidence of the continued existence of said insurance policies. The Contractor's insurance carriers shall be required to give the City thirty (30) days written notice prior to the cancellation of the Contractor's Insurance.

13. INDEMNITY, DEFENSE AND HOLD HARMLESS:

The Contractor shall indemnify, defend and save harmless the City of Corning, the City Council, and the City Staff from any suits, claims, liability, loss, damages, fines, penalties, settlements or actions brought by any person or entity for, or on account of, any injuries or damage arising from, or related to in any way, the work performed, or not performed, as set forth in this contract no matter how removed. The City may retain so much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

Any defense obligation arising from this contract requires retention of qualified legal counsel of no less than five years of experience in the area of contract litigation.



14. ACCIDENTS:

The Contractor shall provide at the site of the project such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the city all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the job site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported to the City immediately by telephone or messenger.

15. SAFETY:

In accordance with generally accepted practices, the Contractor will be solely and completely responsible for the conditions of the job site(s), including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

16. CONTRACTOR AGREEMENT:

Contractor agrees to perform the services between the hours of 5:00 a.m., and 10:00 p.m., on any day. Such application as set forth in **Specifications - Weed Control Services** hereto, shall be made at a time when there is less than 5 mile per hour wind.

17. RENEWAL OF CONTRACT:

Upon agreement of both parties and satisfaction of any legal requirements to solicit other bids, this contract may be extended from year to year or for an additional term of years upon such terms as are acceptable to both City and Contractor.

18. NON-EMPLOYEE STATUS:

Contractor agrees and affirms that nothing in this agreement causes or creates an employer/employee relationship between City and Contractor.

CITY OF CORNING:

Approved as to form:

Kristina Miller,
City Manager

Collin Bogener
City Attorney

Date

Date



CONTRACTOR:

By (signature)

By and Title (printed)

Date

E-Mail Address

Contractor

_____.

Address

Telephone Number

ITEM NO.: G-11
APPROVE SPECIFICATIONS AND
AUTHORIZE STAFF TO SOLICIT BIDS
FOR CITY WIDE PEST CONTROL
SERVICES

May 9, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Staff recommends that City Council approve the specifications and authorize Staff to seek bids for a three-year contract to provide pest control services. Pest control services will occur at all City Buildings, parks and well sites on a bi-weekly basis. These services are an approved Budget item.

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

BACKGROUND:

The City's current Agreement for providing these services is with PestMaster Services on a month-to-month basis as the previous 3-year contract has expired.

This Agreement provides necessary pest control for all City buildings and properties.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE SPECIFICATIONS AND AUTHORIZE STAFF TO SOLICIT BIDS FOR CITY WIDE PEST CONTROL SERVICES.



PEST CONTROL SERVICES

Request for Proposals

May 2023

**Project Location: Various Locations
Corning, CA 96021**

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





PEST CONTROL SERVICES

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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 2:00 p.m. on June 6, 2023. At that time, all proposals will be publicly accepted, examined and declared for:

PEST CONTROL SERVICES

The work under this solicitation includes supplying all material and labor for furnishing pest control at various locations throughout the City of Corning as specified in Exhibit A, Specifications for Pest Control. The Contract term will be for a period of three (3) years.

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.

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 on the City website, www.corning.org, or on www.CIPList.com.

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 of the bid prices on the base bid and those additive items that are specifically identified in the bid solicitation. 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



INSTRUCTION TO BIDDERS

A. INTRODUCTION

Each Proposal shall be in accordance with the Request for Proposals prepared by City of Corning. A copy of the Request for Proposals and associated bid documents are available on the City website www.corning.org or online at www.CIPList.com.

B. PRE-BID WALK THROUGH

There will NOT be a pre-bid walk through for this project.

C. DEFINITION OF TERMS

- 1. REQUEST FOR PROPOSAL DOCUMENTS:** The Request for Proposal Documents consist of the Notice to Contractors, Instructions to Bidders, Specifications, Proposal Forms, Sample Contract 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:** A proposal guarantee/bidders bond is not required for this project.
- 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.
- 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 this Request for Proposals, 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, 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 ensure consideration, the Proposal should be enclosed in a sealed envelope with "Pest Control Services" clearly marked on the outside of the envelope. 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.

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I. EXECUTION OF CONTRACT

The Bidder whose Proposal is accepted shall sign and return the Contract with acceptable 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.

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



SPECIFICATIONS- PEST CONTROL SERVICES

Pest Control: Each property and all buildings are to be sprayed on a bi-weekly basis with approved material. Contractor shall de-web the exterior of each building during each visit.

Pest	Place	Address	Additional Instructions
	Buildings		
X	City Hall	794 Third St.	Basement-will need to schedule during nonworking hours)
X	Police Dept.	774 Third St.	Basement-will need to schedule during nonworking hours)
X	Public Works Yard	1106 Butte St.	
X	Library	740 Third St.	
X	Fire Dept.	814 Fifth St.	
X	Rodger's Theater	1217 Solano St.	
X	Transportation Center	1081 Solano St.	
X	Senior Center	1015 4 th Ave.	
X	Museum	1110 Solano St.	
X	Airport	930 N. Marguerite	Terminal Building & Main Hangar
X	City Rental Home	642 Blackburn Ave.	
X	Wastewater Treatment Plant	25010 Gardiner Ferry Rd.	
	Park Sites		
X	Yost Field	998 Tehama St.	Including Dugouts & Bleacher Areas, bathrooms & concession stand area, **
X	Northside Park	1414 Colusa	Including Bleacher Areas & Bathrooms **
X	CCP / Soccer Fields	1624 Houghton	Including Concession Stand and Bathrooms **
X	CCP /Skate Park	1485 Toomes Ave.	Including Bathrooms **
X	Woodson Park	1051 Peach St.	Including Bathrooms **
X	Childrens Memorial Park	225 Edith Ave.	Play Equipment
X	Clark Park	103 Fig Lane	Including Bathrooms, Concession Stand and Bleacher Area **
	Well Sites		Each Building is approximately 1,000 sf in size.
X	001 6S	6 th Street	
X	002 BB	Blackburn	
X	003 BS	Butte	
X	008 EA	Edith	
X	009 FA	Fripp	
X	010 H9	Hwy 99W	
X	019 CP	Clark	

Initial spraying shall begin as soon as the contract is awarded and re-sprayed bi-weekly or as often as necessary to provide Pest Control. The above stated shall apply year-round throughout the term of the contract.

**Inspect, treat and de-web restrooms, snack bars, dug outs, benches, gazebo area, trash containers, dumpster areas and play equipment. Treat inside as needed to check black widow spider concerns, and other insects. Treat the play equipment, with a non-toxic (to humans) spider killing material (Eco-Smart technologies) to check black widow and other spider activity. Check for all crawling insects.



PROPOSAL FORM:
PEST CONTROL SERVICES

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **2:00 p.m. on June 6, 2023**. All proposals must be clearly marked "**SEALED BID – PEST CONTROL SERVICES - DO NOT OPEN.**" All proposals submitted will be opened and read promptly following the 2:00 pm proposal closing.

Lump Sum: Furnish Pest Control Services \$ _____ /per year

The prices quoted herein are firm, and are not subject to change.

It is understood that this proposal shall remain open and shall not be withdrawn for a period of forty-five (45) days from the date prescribed for the opening of the Proposals.

It is agreed that the service to be provided under this proposal will be for a three-year contract period.

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.

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.



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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



PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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



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

To the City of Corning, Department of General Services

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

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

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



CITY OF
CORNING
PROPOSAL CERTIFICATION
(LABOR CODE SECTION 1861)

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, the undersigned, do hereby certify:

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

Executed at _____

On _____
(Date)

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

Signature of Contractor-Employer



AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of this _____ day of _____, **2023** by and between the City of Corning, a Municipal Corporation, hereinafter referred to as "**City**" and _____ hereinafter referred to as "**Contractor**". It is hereby agreed by and between the parties that Contractor shall supply pest control spraying service for City, as hereinafter more particularly described hereafter.

1. CONTRACTOR'S OBLIGATION:

- a. Contractor shall, on a bi-weekly basis with touch-up services at the City's request, safely supply a pest control at specified City properties. Such application shall be done safely and in a workmanlike manner with the materials approved and as indicated herein. Locations and types of pest control services are as described on **EXHIBIT "A"** attached hereto and incorporated by this reference. The City reserves unto itself the right to reject any or all performance hereunder and to require touchup and/or follow-up services to the City's satisfaction, and without further compensation.
- b. All chemicals used shall be of the following types and rate of mixture:

PER LABEL INSTRUCTIONS

- c. Contractor shall, during the term of this Contract, maintain a valid City of Corning Business License.
- d. Contractor must, at all times during the term of this contract, be a qualified applicator licensed in the following categories throughout the term of this agreement: Residential, Industrial, Institutional, Right-of-Way, Plant Agriculture, Pest Control and Aquatic.

2. COMPENSATION / TERM

- a. For those services as outlined in **Specifications - Pest Control Services** hereto the City shall pay to Contractor the sum of \$_____ per year paid in 12 equal monthly installments of \$_____ per month. This contract shall run for a period of three years, through _____, 2023, unless sooner terminated under Section 3.
- b. City will pay Contractor, in equal amounts, on a monthly basis at the beginning of each month for the work performed the preceding month.

However, should performance not be satisfactory as determined by the Public Works Director, as hereinafter specified, the City may retain and use such funds as the Public Works Director deems appropriate for purposes of insuring proper performance and/or hiring other chemical spraying companies to complete to the City's satisfaction the contract.

3. TERMINATION:

Should contractor fail to perform satisfactorily during any one of the three contract years as herein set forth, 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, especially those relative to the utilization of hazardous materials, pest control chemicals or similar chemicals, mixtures or materials, 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).

4. PAYMENTS:

The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by him.

5. SUSPENSION OF WORK:

The Public Works Director shall have authority to suspend the work wholly or in part for such period as he may deem necessary to investigate complaints regarding improper or unsafe use of chemicals or pesticides.

6. AUTHORITY OF DIRECTOR OF PUBLIC WORKS:

The Public Works Director shall be the City's representative in deciding any and all questions that may arise as to the quality or acceptability of the work performed, all questions that arise as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation. The City Manager also is authorized to act as the City's representative at any time with respect to this agreement. Contractor is an independent contractor; therefore the City will not be supervising the work performed or directing Contractor how to do his work but will be expecting the Contractor to perform all work agreed upon in a safe and professional manner according to the terms of this agreement.

7. LAWS TO BE OBSERVED:

The Contractor shall keep himself fully informed of all State, Federal and Municipal Ordinances and/or regulations of the City of Corning which in any manner affect those engaged in or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor must comply with all provisions of the Immigration Reform and Control Act and of the California Labor Code which includes the requirements of the prevailing wage laws and the obligation to register with the Department of Industrial Relations.

8. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons in this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons. Violation of this section shall subject Contractor to penalties referenced in **Section 1735 of the Labor Code.**



9. RESPONSIBILITY FOR DAMAGES:

Neither the City of Corning, the City Council, nor the City Staff, shall be responsible or accountable in any manner for any loss or damage that may happen during the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause whatsoever.

10. LIABILITY INSURANCE:

The Contractor shall secure and maintain in full force and effect, during the term of this agreement and for one year thereafter, a valid comprehensive public liability and property damage insurance policy listing the City as additional insured in the following amounts:

- a. \$1,000,000.00 for death or injury to any person arising out of any incident or accident;
- b. \$50,000.00 for property damage arising out of any one incident or accident.

11. WORKMAN'S COMPENSATION INSURANCE:

Contractor at all times shall keep fully insured, at his own expense, all persons employed by him in connection with this **Agreement** as required by Workman's Compensation and Insurance (California Labor Code Section 3200 et seq.), and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any of the employees of the Contractor who are injured while performing at work any labor necessary to carry out the provisions of this agreement.

12. CERTIFICATION OF INSURANCE AND CANCELLATION THEREOF:

The Contractor shall keep on file with the City a Certificate of Insurance duly executed by the Contractor's insurance carrier or carriers, which shall serve as evidence of the continued existence of said insurance policies. The Contractor's insurance carriers shall be required to give the City thirty (30) days written notice prior to the cancellation of the Contractor's Insurance.

13. INDEMNITY, DEFENSE AND HOLD HARMLESS:

The Contractor shall indemnify, defend and save harmless the City of Corning, the City Council, and the City Staff from any suits, claims, liability, loss, damages, fines, penalties, settlements or actions brought by any person or entity for, or on account of, any injuries or damage arising from, or related to in any way, the work performed, or not performed, as set forth in this contract no matter how removed. The City may retain so much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

Any defense obligation arising from this contract requires retention of qualified legal counsel of no less than five years of experience in the area of contract litigation.



14. ACCIDENTS:

The Contractor shall provide at the site of the project such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the city all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the job site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported to the City immediately by telephone or messenger.

15. SAFETY:

In accordance with generally accepted practices, the Contractor will be solely and completely responsible for the conditions of the job site(s), including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

16. CONTRACTOR AGREEMENT:

Contractor agrees to perform the services between the hours of 5:00 a.m., and 10:00 p.m., on any day. Such application as set forth in **Specifications - Pest Control Services** hereto, shall be made at a time when there is less than 5 mile per hour wind.

17. RENEWAL OF CONTRACT:

Upon agreement of both parties and satisfaction of any legal requirements to solicit other bids, this contract may be extended from year to year or for an additional term of years upon such terms as are acceptable to both City and Contractor.

18. NON-EMPLOYEE STATUS:

Contractor agrees and affirms that nothing in this agreement causes or creates an employer/employee relationship between City and Contractor.

CITY OF CORNING:

Approved as to form:

Kristina Miller,
City Manager

Collin Bogener
City Attorney

Date

Date



CONTRACTOR:

By (signature)

By and Title (printed)

Date

E-Mail Address

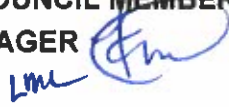
Contractor

Address

Telephone Number

ITEM NO. J- 12
RATIFY MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY AND THE CITY OF CORNING
PUBLIC SAFETY BARGAINING
UNIT

May 9, 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 Public Safety 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.

NEW MEMORANDUM OF UNDERSTANDING (MOU) ELEMENTS:

Below are the additions/elements of the proposed new MOU Agreement:

1. **Term:** 3-Year Agreement (January 1, 2023 through December 31, 2025).
2. **Article 10, Wages:**
 - **Effective January 1, 2023**, a salary increase of 10%.
 - **Effective January 1, 2024**, a salary increase of not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3.0% and a ceiling of 5.0%.
 - **Effective January 1, 2025**, a salary increase of not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3.0% and a ceiling of 5.0%.
3. **Article 14.6 Graveyard Shift:** Revises 6.6 to allow selection of two (2) employees as Union Stewards.
4. **Article 18.1, Uniform Allowance:** Adds Sections 8.4 and 8.5 (a.) through (d.) relating to payment process in event of payment error, repayment methods and time restraints.

FINANCIAL:

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

1. **Wages:** The 10% increase will cost \$151,700 in Year 1. The 3-5% increase will cost an additional \$122,500 in Year 2. The 3-5% will cost an additional \$131,000 in Year 3. The three-year maximum increase in cost to salaries is \$405,200. (These costs were based on a maximum increase of 5.0% per year.)
2. **Uniform Allowance:** The additional \$300 per officer will cost \$3,900 annually.
3. **Graveyard Shift:** Additional costs for the additional \$1/hr. for each hour worked between 2200 and 0600 hours is estimated at \$10,000 per year.

RECOMMENDATION:

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



MEMORANDUM OF UNDERSTANDING

Between

CITY OF CORNING

and

OPERATING ENGINEERS UNION LOCAL NO. 3

of the

**INTERNATIONAL
UNION OF OPERATING ENGINEERS
AFL-CIO**

for

PUBLIC SAFETY EMPLOYEES

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

Ratified by City Council May 9, 2023

**City of Corning
and the
Operating Engineers Local Union No. 3 of the
International Union of Operating Engineers AFL-CIO
for Public Safety Employees**

Effective: January 1, 2023 – December 31, 2025

This Memorandum of Understanding is made and entered into between the Operating Engineers Local No. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as "**Union**", and the designated representatives of the CITY OF CORNING, hereinafter referred to as the "**City**", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.). This Memorandum of Understanding supersedes and replaces all previous Memorandum of Understandings between the parties.

**ARTICLE 1
GENERAL PROVISIONS - DEFINITIONS**

1.1 DEFINITIONS:

- A. **Employer:** The term "Employer", as used herein, shall refer to the City of Corning.
- B. **Union:** The term "Union", as used herein, shall refer to the Operating Engineers Local No. 3 of the International Union of Operating Engineers, AFL-CIO.
- C. **Employee:** The term "Employee", as used herein, shall mean all Employees of the Peace Officer Unit as established under the provisions of the Employer-Employee Relation Policy of the City of Corning.
- D. **Employment Anniversary Date:** The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's employment with the City.
- E. **Step Anniversary Date:** The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: Promotion, reclassification, implementation of a Memorandum of Understanding provision or Side Letter of Understanding specifying a movement into a new step or an increase in the rate paid for the step currently held by the employee.

**ARTICLE 2
RECOGNITION**

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

**ARTICLE 3
HIRING PROVISIONS**

- 3.1** No Employee covered by this Memorandum of Understanding shall be discriminated against by the Employer or by the Union by reason of race, color, religion, sex, age, or national origin.
- 3.2** The Employer shall not discharge, or otherwise discriminate against any Employee by reason of Union activities not interfering with the proper performance of his work.

**ARTICLE 4
CHECK OFF**

4.1 Dues and other Union-Sponsored Benefit Program Deductions:

- 1. The employer shall honor an employee's check-off authorization for dues, or other Union-sponsored Program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any means of indicating agreement

allowable under state and federal law, regardless of whether the employee is a member of the Union.

2. Deductions for dues or other Union-sponsored program shall start the pay 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 requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
4. The Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
5. The Union shall indemnify the employer for any claims made regarding such deductions.
6. Violations of this Section of the MOU are grievable.

4.2 Data Pertaining to Deductions:

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

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

4.3 Regular Receipt of Bargaining Lists:

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

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

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

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

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

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

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

4.5 Employee Opt-Out

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

ARTICLE 5 MANAGEMENT RIGHTS

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

1. To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge, or take other disciplinary action against Employees.
2. To lay-off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.
3. To determine the policies, standards, procedures, methods, means and personnel by which City operations are to be conducted.
4. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency.
5. To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided in the California Government Code, and designating such employees in the current schedule of Departments and Authorized Positions adopted by resolution.
6. Nothing in this policy shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interests of all citizens, taxpayers, and employees in the City.

ARTICLE 6 UNION RIGHTS

- 6.1** The Union recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the citizens of the City of Corning consistent with its obligations to the Employees it represents.
- 6.2** Employer and Union affirm the principle that harmonious Employer-Employee relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the certified representative for the Employees and shall notify the Union of such hiring.
- 6.3** The Employer shall provide the Union space to erect a bulletin board in each area where Employees covered by this Memorandum are assigned.
- 6.4** Business Representatives of the Union shall have reasonable access to Employees, provided such access does not interfere with City business. Department Heads and First-Line Supervisors will be notified by the Employer of the provisions of this Section. Solicitation for membership shall not be conducted during working time.
- 6.5** Business representatives of the Union shall have access to any Employee or Employees presenting a grievance; and Employees have the right to have the Union Business Representative represent him/her at all stages of disciplinary action.
- 6.6** The Union may select two (2) Employees as Union Stewards.
- 6.7** In addition to his regularly assigned work, the Union Steward shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. Employees are authorized to contact their Union Steward during working hours to report a grievance or violation of this Memorandum.

ARTICLE 7 PEACEFUL PERFORMANCE

- 7.1** The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City Employees covered by this Memorandum 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, gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress including damages, as against any such Employee.

ARTICLE 8

PAYMENTS

- 8.1** This Memorandum is intended to cover all aspects of wages, hours, and working conditions for Employees covered herein, therefore, nothing in this Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plans, etc., subject to meet and confer.
- 8.2** If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the Employer and the Union shall determine the wage rate through the established procedures.
- 8.3** The pay period for all employees covered by this MOU will be bi-weekly.
The work period will be the 80 hours bi-weekly allowed under the provisions of the FLSA 7K exemption for Safety employees.
- 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; therefore, for the life of this Memorandum, 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 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.
- 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 WAGES

10.1 Wage Increase

- A.** Effective January 1, 2023, all members represented by this Memorandum of Understanding shall receive a salary increase of 10%.
- B.** Effective January 1, 2024, all members represented by this Memorandum of Understanding shall receive a salary increase to their base monthly salary of not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3.0% and a ceiling of 5.0%.
- C.** Effective January 1, 2025, all members represented by this Memorandum of Understanding shall receive a salary increase to their base monthly salary of not less than the percentage as represented in year ending November column of the preceding year CPI-W "West" schedule for urban and clerical workers, with the floor of 3.0% and a ceiling of 5.0%.

A salary schedule reflecting wages in hourly base rate for all steps shall be attached to the Memorandum of Understanding reflecting each contract year as determined above.

10.2 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 to advance from step A to B, and B to C is currently six (6) months. For employees hired after July 1, 2005, the time required between step A and B shall remain six (6) months. For employees hired after July 1, 2005 advancement from step B to C, C to D and D to E shall be twelve (12) months between each step.

10.3 Employees transferring into the unit from other public agencies or from other departments within the City shall be placed on whatever salary step the City determines is appropriate based on their qualifications. However, an Employee receiving a promotion within the department shall not be placed in a step requiring a lower salary than was earned in the previous position.

10.4 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.** 3% after 10 years, effective the first pay period after anniversary date.
 - 2.** 6% after 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.** The plan will be implemented for all eligible employees effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU). The initial performance increase will be effective the first pay period following a satisfactory performance evaluation. The initial evaluation is to be made as soon as administratively feasible following the adoption of the MOU. Such increase will remain in effect to the employee's next anniversary date prior to which time a reevaluation is required.

ARTICLE 11 HEALTH AND WELFARE INSURANCE

11.1 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.

- 11.2 The City shall pay the fee for Employees who are not members of the Operating Engineers Local Union No. 3 in order to participate in the Union's Health and Welfare Plan.
- 11.3 The City shall provide life insurance in the amount of one hundred thousand dollars (\$100,000) and will continue to pay the life and disability insurance premiums.
- 11.4 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.
- 11.5 A Health Plan Review Committee consisting of one employee from each bargaining unit will be established and coordinated by the City Manager to review alternate health plans. A non-binding Committee Report will be made to the City and the Union. The committee will study both the health plan and the short-term disability and "cafeteria" plans. Upon receipt of the committee's report, the City, or the Union, upon the request of either, will meet and confer on the recommendations of the committee.
- 11.6 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 12 WORKDAY AND WORKWEEK

- 12.1
 - A. The regular workday for employees assigned to patrol shall be twelve (12) hours, inclusive of mealtime. The regular work period is two weeks in duration and consists of seven (7) regularly scheduled shifts amounting to eighty (80) hours of regular time and four (4) hours of scheduled overtime, subject to Article 12.1.C. All time worked in excess of the regular scheduled workday or work week shall be considered overtime regardless of hours worked during the pay period.
 - B. Voluntary shift schedule changes ("trades") must occur in the same work period, must receive supervisor advance approval in writing, and shall not be considered subject to overtime.

- C. Approved time off (vacation, sick leave, compensatory time off (CTO) and use of any time from an employee's time banks) shall not be considered "time worked" and shall be excluded from overtime. In the event an employee takes approved time off, they shall record on their time sheets leave hours consistent with the number of hours scheduled.
 - D. When the department schedules an employee for training in lieu of their regularly scheduled work day, which reduces the employees' total number of hours below the minimum eighty (80) hour work period, as defined in Article 8.3, the employee shall be paid a minimum of eighty (80) hours; provided however, in the event an employee can return to work before or after training to complete their regularly scheduled workday, the employee shall not be entitled to compensation for hours the employee is not in training. In the event an employee has less hours than their regularly scheduled workday, they shall be able to use time from their vacation or compensatory time banks to complete their full days' work schedule.
 - E. Employees shall not be entitled to training compensation when the employee is not acting in the capacity as the field training officer.
- 12.2 The Chief of Police may designate an alternate work schedule for employees on special assignment or training with a regular schedule of eighty (80) hours per work period.
- 12.3 The City may institute an optional work schedule to the 12-hour shift. If another shift is considered, it is the understanding that management retains the right to schedule in the best interests of the department, and for the safety of the citizens of Corning.

ARTICLE 13 OVERTIME

- 13.1 Overtime shall be compensated at the rate of time and one-half, which will be paid in the same manner as other wages, except C.T.O.
- 13.2 An Employee shall, upon termination of employment, be entitled to be paid all unpaid accumulated overtime together with the Employee's normal wages.
- 13.3 All cash payments for overtime worked will be made on the regular salary check in which it was earned. The only exception is holiday pay. (See Article 19 regarding holidays.)
- 13.4 All overtime worked shall be first approved by the Chief or Shift Sergeant.
- 13.5 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 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.

Members of this bargaining unit shall not log CTO for hours worked responding to mutual aid.

ARTICLE 14 SPECIALTY PAY

- 14.1 Employees in the classification of Police Officer shall receive in addition to regular pay a 5% premium when assigned, in writing by the Police Chief, to serve and perform as a Field Training Officer (FTO).
- 14.2 Out of Class Pay. An Employee who is temporarily assigned, in writing, the duties of a supervising position shall receive premium pay of five percent (5%) above his/her present salary.

- 14.3 Officers assigned by the Chief of Police to the K-9 Unit shall receive one hundred fifty dollars (\$150) per month for the incidental duties related to the assignment effective June 24, 2001.
- 14.4 Officers certified and assigned by the Chief of Police as bi-lingual shall receive 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). The Police Chief shall establish reasonable standards to qualifying Officers and for ongoing review of skills.
- 14.5 Effective the first pay period in 2016 following City Council approval of the Memorandum of Understanding (MOU), Officers certified and assigned by the Chief of Police as Range Master shall receive an additional 3% of a qualifying Officer's base wages when actively instructing (Estimated at no more than 40 hours per year in total for all qualifying Officer's.)
- 14.6 Graveyard Shift is defined as a regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 2200 and 0600. Unit members assigned to work the Graveyard Shift shall receive an additional one dollar (\$1.00) for each hour worked between 2200 and 0600 hours.

**ARTICLE 15
STAND-BY COMPENSATION**

- 15.1 When the Employer requires an Employee to remain available for call back at any time, the Employee shall receive stand-by pay.
- 15.2 When an Employee is required to stand by, he shall be compensated for such stand-by at the rate of two (2) hours of straight time compensation by cash for each accumulated eight (8) hours of stand-by.

**ARTICLE 16
CALL-BACK COMPENSATION**

- 16.1 When the City requires an employee to return to work other than his regularly scheduled workday, or for hours that are not contiguous to the beginning or end of an employee's normal shift, the employee shall be entitled to call-back compensation.
- 16.2 The City shall compensate the employee a minimum of three (3) hours of overtime compensation irrespective of the actual time worked when an employee is physically called back to work. In the event the task exceeds three hours duration, the total overtime compensation shall be for the hours actually worked.

The City shall compensate the employee a minimum 30 minutes of overtime compensation irrespective of the actual time worked when an employee receives a work-related phone call. In the event the phone call exceeds 30 minutes duration, the total overtime compensation shall be for the full duration of the phone call.
- 16.3 Employees who are required to report for court duty on their non-scheduled work hours or a scheduled day off shall be paid overtime compensation for the actual time worked but in no event less than three (3) hours of compensation. In the event the court subpoena is cancelled within 24 hours preceding the court appearance the employee shall be paid two (2) hours, subject to verification to be developed.

**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-working hours.
- 17.2** Sick leave with pay shall be granted to all employees. Sick leave shall be earned at the rate of eight (8) hours per calendar month of service, not to exceed a total maximum accumulation of one thousand four hundred forty (1440) hours. No sick leave shall be earned once the maximum accrual is reached.
- 17.3** The City agrees to pay fifty percent (50%) of Employee's unused accumulated sick leave upon retirement or death effective the start of the first pay period in 2016 occurring after the City Council approves the Memorandum of Understanding (MOU). Upon reduction in force, the City shall pay twenty-five (25%) of Employee's unused accumulated sick leave.
- 17.4** Employees who have less than thirty-six (36) days of sick leave accumulated may, in lieu of taking vacation, bank said vacation time under sick leave.
- 17.5** Family Leave shall be administered in accordance with applicable State and Federal law.
- 17.6.1** 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 must be taken within two months following the death of the immediate family member. Leave shall be taken in full day increments.
- 17.7** When an employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee is entitled to use their accrued Sick Leave during the period of disability to make up the difference between their regular pay and the Workers Compensation Temporary Disability Payments. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. To take advantage of this benefit, the employee must forward their Temporary check to the City.
- 17.8** The City may require verification of the necessity for sick leave. Such verification may be in the form of a written statement from a doctor or a personal affidavit from the Employee. The City reserves the right to specify which of the two verification procedures will be required in any particular situation. If the City requires verification from a physician, the City shall pay for the cost of such verification to the extent such cost is not reimbursed by the Employee's health insurance.
- 17.9** If the City determines that an Employee has abused the provisions of the sick leave policy, the Employee shall be subject to disciplinary action.
- 17.10** Sick Leave Conversion Upon Retirement: In lieu of a cash out of sick leave, an employee, upon retirement under PERS, may choose as an option, to convert a percentage of the dollar value of the sick leave at the employee's current hourly base rate of pay as of the date of retirement, to pay the pre-paid health insurance premium up for a period of time up to age 65 according to the following conversion plan:

<u>Employee's year 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 %

The following is the procedure to account for the percentage value of converted sick leave:

- (A) At the written request of the retiring employee, the City Staff will compute the dollar value of the accrued sick leave according to the percentages shown above, and maintain an accounting in the employee's name, deducting the amount of monthly City health insurance premium for the "balance".
- (B) The value of sick leave does not accrue in a cash fund for each employee; therefore, no actual funds are held in trust. The City simply agrees to pay the retiree's premium for a period of time until the balance value of the conversion is depleted.
- (C) Should a retired employee want to stop their insurance premium payments under this Section, the employee must notify the City Manager in writing, giving the date payments should end, and City Staff will do an accounting of the actual dollar amount paid out. Should this amount still be less than the fifty percent (50%) value provided for in the sick leave payoff provisions of this MOU, Section 17.3 the balance will be paid to the employee.
- (D) Should a retired employee die prior to fully using this benefit, any dependents covered under the health insurance may, if permitted to, continue insurance coverage by the insurance carrier and receive the continuation of this benefit until fully expended. The benefit shall have no cash value to the employee's estate, nor can the City accept any claim for payoff by heirs.
- (E) Employees not choosing to remain in the City's offered health plan may use the benefits set out in these sections, to be applied to the cost of a private health plan. The retired employee will be reimbursed on a quarter year basis, such amounts as provided in these sections, upon submission of a written claim and proof of a paid premium by the retired employee. The form, manner of claim, and proof will be as prescribed by the City.

ARTICLE 18 UNIFORM ALLOWANCE

- 18.1 The City agrees to pay all members of the Public Safety Employees Bargaining Unit covered by this Memorandum of Understanding, a uniform allowance, also to include Body Armor Shell, of twelve hundred dollars (\$1200) per year, payable on the Employee's employment anniversary date. Notwithstanding the foregoing, the City reserves the option to implement a system by which the City will purchase and maintain the uniforms required of Employees at City's expense in lieu of providing the aforementioned uniform allowance.
- 18.2 The Employer agrees to replace, at no cost to the Employee, any item of uniform clothing damaged in the line of duty.

ARTICLE 19 HOLIDAYS & HOLIDAY PAY

- 19.1 Members of the bargaining unit shall receive "Holiday in Lieu". The amount shall annually be equal to one hundred sixteen (116) hours pay.
- 19.2 Employees hired into full-time positions during each calendar year shall have their Holiday in Lieu pay prorated based on the number of full months worked in relationship to twelve (12) months. This section applies only to initial hires by the City, not employees who promote during the year.
- 19.3 Annual payment is to be made on the last pay period in November.

ARTICLE 20 457 DEFERRED COMPENSATION PLAN

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

ARTICLE 21

EDUCATIONAL INCENTIVE PAY

- 21.1 The Employer agrees to provide Incentive Pay for all Peace Officers at the following rates:
- A. All Employees to receive, monthly, two and one-half percent (2 1/2%) above base monthly pay for possession of a POST Intermediate Certificate or an Associate of Arts Degree.
 - B. All Employees to receive, monthly, five percent (5%) above base monthly pay for possession of a POST Advanced Certificate or a Bachelor's Degree.

ARTICLE 22 VACATION TIME

- 22.1 Employees shall earn vacation according to the following:
- A. Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after one (1) year and during the first seven (7) years of City employment.
 - B. Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after completion of seven (7) years of City employment.
 - C. Employees shall earn vacation with pay at the rate of two hundred (200) hours per year after fifteen (15) years of City employment.
 - D. The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is two hundred (200) hours.
 - E. Employees who have more than two hundred (200) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.
- 22.2 The Employee shall have the option of converting up to fifty percent (50%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. The Employee may exercise this payoff option only one (1) time per fiscal year with five (5) working days' notice to payroll.

ARTICLE 23 SAFETY

- 23.1 The Employer agrees to furnish, at no cost to the Employee, all items of safety equipment including, but not limited to: weapon, holster, belt with ammo pouches, cuffs, nightstick and rain gear with waterproof boots, plus reflectorized traffic vests and traffic batons for each patrol car.
- 23.2 **Body Armor:** The City shall periodically choose a manufacturer and brand of body armor that meets the "Threat Level III-A" Standard published from time to time by the National Institute of Justice. Each employee represented by the Bargaining Unit will be provided "Threat Level III-A" body armor upon employment. Such body armor shall be replaced every four (4) years. Initial and replacement armor will include both the armor and the shell. The employee is responsible for the periodic replacement of the shell as part of the annual Uniform Allowance, as explained in Article 18. The Employee may select a higher priced unit (meeting this standard) by paying the difference. The body armor will be required to be worn at all times when the Officer is on duty.
- 23.3 **Vehicles:** The City Police Chief will consult with a representative of the Unit and consider Unit input when developing a maintenance inspection program for patrol cars. The program will include routine "certified" vehicle inspections at specific mileage and following an accident or high-speed chase involving the vehicle.
- 23.4 **Manning:** The Police Chief will consult with a representative of the Unit and consider Unit input when developing a plan for the scheduling and deployment of available staff to best meet the needs of the Department and the City population.
- 23.5 **Ammunition:** City will provide all duty ammunition and range qualification and ammunition for all City duty issued weapons.

- 23.6** A Physical Fitness Plan Committee, consisting of one employee from the bargaining unit and the Police Chief, will establish and coordinate the physical fitness plan. Officers who elect to participate in the physical fitness testing shall be covered by workers compensation in the event they should be injured during the testing process.
- 23.7** Employees who qualify under the physical fitness incentive plan shall receive a total of five percent (5%) pay increase.

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 the economy to reduce the force in a department or office.
- 24.2** Persons shall be laid off in the following order:
1. 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.
 2. When it becomes necessary to reduce the force in any department or office by lay-off of regular Employees, seniority shall be the determining factor. In the case where seniority is equal, ability shall govern.

The determination of ability shall be the exclusive responsibility of the department head, provided that in making such determination, consideration shall be given to skill, efficiency, knowledge, physical fitness, training, and attitude toward fellow Employees.

- 24.3** Seniority shall be measured from the Employee's initial appointment to City service, but shall not include any period during which such Employee was on leave without pay, or not actually in City employment because of the Employee's voluntary termination, lay-off or other cause; provided that, for any Employee who is reemployed 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 (30) thirty-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 specified classifications shall be applicable only within the department and subject to layoff list provisions in this Section based on seniority and ability. Employees wishing demotion and displacement in lieu of layoff must notify the City Manager in writing of this election no later than seven (7) calendar days after receiving notice of layoff.

ARTICLE 25 PROBATION PERIOD AND EVALUATION

- 25.1** All Employee evaluations should be made by the Employee's immediate Supervisor or the Employee's Department Head when possible. In the event the immediate Supervisor or Department Head is unable to complete the evaluation, the City Manager may complete the evaluation. The City reserves the right to conduct formal evaluation summaries every six (6) months. Nothing contained herein should be construed to limit the right of the City to continually monitor and assess Employee performance and provide feedback to the Employee regarding the Employee's performance.
- 25.2** All new, promoted, and reclassified Employees are on probation for one (1) year. The Police Chief may extend a probation period for a worker, on a day for day basis, which has been on a limited duty assignment or on leave, either compensated or non-compensated in excess of ten (10) days.

25.3 Current City Employees accepting a promotion to a higher classification retain the right to return to their former classifications if the City determines they are unable to satisfy the requirements of the new classification.

25.4 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 26 RETIREMENT

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

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

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

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

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

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

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

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 26.2 and 26.3 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 27
SAVINGS CLAUSE**

27.1 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 this Memorandum, it being expressly provided that this Memorandum and each section, subsection, paragraph, sentence, clause, or phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

**ARTICLE 28
TERM OF AGREEMENT**

28.1 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.

28.2 Either party may, in writing, notify the other party within 120 days of the terminated date of this Memorandum of Understanding after start to negotiate a new Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2023.

CITY OF CORNING

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

**Kristina Miller,
City Manager**

**Art Frolli,
Chief Negotiator**

**Greg Einhorn,
Negotiator**

**Jeremy White
POA Representative**

**Lisa M. Linnet
City Clerk**

**Eduardo Curiel
POA Representative**

1/2023 PUBLIC SAFETY PAY SCALE
Effective Jan. 1, 2023 - Dec. 31, 2023

	Step A		Step B		Step C		Step D		Step E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Sergeant	6704	38.67	7056	40.71	7428	42.85	7819	45.11	8230	47.48
Police Detective	6364	36.71	6699	38.65	7052	40.68	7423	42.82	7813	45.08
Police Officer	5930	34.21	6242	36.01	6571	37.91	6917	39.91	7281	42.01

Effective Payperiod starting 12/25/22 thru 12/23/23
Proposed ratification by City Council on 5/9/2023
(Retroactive to 1/1/23)

ITEM NO: J-13
**APPROVE AMENDMENT ALLOWING
A TERM EXTENSION TO THE
AGREEMENTS WITH THE CENTER
FOR EVALUATION & RESEARCH,
EMPOWER TEHAMA, AND THE JOB
TRAINING CENTER FOR
PROPOSITION 47 COHORT 2 GRANT
IMPLEMENTATION.**

May 9, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 

SUMMARY:

The California Board of State & Community Corrections (BSCC) released a Request for Proposals (RFP) for Proposition 47 Program Grants, which was a voter-approved initiative on the November 2014 ballot to provide mental health services, substance use disorder treatment and diversion programs for people in the criminal justice system. The City received a \$1,000,000 grant as part of the first cycle of Proposition 47 grant funding (Cohort 1) and was again successful in the second cycle (Cohort 2) in the amount of \$3,535,485. The term of the Cohort 2 grant ended in December 2022, however, the BSCC has offered an extension to grantees who have not fully spent their funds. The proposed contract amendments will allow the City to extend the Restore Program until approximately August 31, 2023. The Restore Program consists of case coordination, therapy, substance use treatment, job training, paid work experience, and housing assistance to those individuals ages 18-30 that have been cited. Funding is being transferred from the Job Training Center and the Tehama County Health Services Agency to Empower Tehama and the Center for Evaluation and Research to allow full continuity of the program for the extended period. The youth portion of the program has entered into the third cycle of funding that is led by the Tehama County Department of Education

The Proposition 47 Program requires public agencies be the recipients and lead agencies of the grant awards. For this reason, I am the Project Director of the Cohort 2 Proposition 47 Grant.

FINANCIAL IMPACT:

The not to exceed amount for the term of the amended agreement through August 31, 2023 is as follows:

- Empower Tehama \$366,522
- Job Training Center \$264,500
- Center for Evaluation and Research \$26,570
- Tehama County Health Services Agency \$77,843

All the funding is from grant sources and does not impact the General Fund. All Contractor's will be reimbursed for actual costs incurred for the maximum amounts listed above.

BACKGROUND:

Proposition 47 was a voter-approved initiative on the November 2014 ballot. As stated in the proposition, its purpose is as follows:

- The people enact the Safe Neighborhoods and Schools Act to ensure prison spending is focused on violent and serious offenses;
- To maximize alternatives for nonserious, nonviolent crime; and
- To invest the savings generated from this Act into Prevention and Support Programs

in K-12 Schools, Victim Services, and Mental Health and Drug Treatment.

Proposition 47 requires the Board of State and Community Corrections (BSCC) to administer grant programs aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes.

RECOMMENDATION:

- A. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND THE TEHAMA COUNTY HEALTH SERVICES AGENCY IN AN AMOUNT NOT TO EXCEED \$77,843;**
- B. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND EMPOWER TEHAMA IN AN AMOUNT NOT TO EXCEED \$366,522;**
- C. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND THE JOB TRAINING CENTER IN AN AMOUNT NOT TO EXCEED \$264,500; AND**
- D. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND THE CENTER FOR EVALUATION AND RESEARCH IN AN AMOUNT NOT TO EXCEED \$26,570;**

FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITY OF CORNING AND EMPOWER TEHAMA

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND EMPOWER TEHAMA ("First Amendment") is entered into by and between the CITY OF CORNING, a municipal corporation (the "City"), and EMPOWER TEHAMA, a non-profit corporation formed under the laws of the state of California ("Empower Tehama"). City and Empower Tehama may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, City and Empower Tehama entered into an Agreement on September 24, 2019 for Empower Tehama to manage the implementation of the transitional aged youth portion of the Proposition 47 Grant received by the City ("Original Agreement"); and

WHEREAS, the term of the Original Agreement was to expire on December 31, 2022, but may be extended upon the written agreement of the parties.

WHEREAS, Proposition 47 Grant Cohort 2 grant funds remain available following the expiration of the term in the Original Agreement and the Parties would like to extend the term through August 31, 2023 to maximize usage of the funds.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to amend the Original Agreement as follows:

- 1) The following is added to Provision 4, "Payment Schedule" is repealed and replaced with the following:

"EMPOWER TEHAMA will invoice for Services related to the RESTORE Program as indicated in the Grant Application and Budget based on actual costs incurred. EMPOWER TEHAMA will bill monthly for services for the amended partial year for 2023 (2/1/2023 – 8/31/2023) in an amount not to exceed \$366,522.00. The invoice will include an accounting of time spent on Services. EMPOWER TEHAMA agrees that accounting procedures for grant funds received pursuant to this Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices. Supporting documentation for all expenses must be included with all invoices in a format approved by the City of Corning and shall follow the budgeted line items as depicted in "Exhibit A". Empower Tehama shall not bill in an amount to exceed \$1,567,229 for the entire grant term of August 15, 2019- August 31, 2023.

The City will not reimburse EMPOWER TEHAMA for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the City may either withhold an equal amount from future payments to EMPOWER TEHAMA or require repayment of an equal amount to the City by EMPOWER TEHAMA. In the event reimbursements are withheld by the City, the Project Director or designee shall notify EMPOWER TEHAMA of the reasons for withholding. All expenditures must be

budgeted as indicated in Exhibit A and follow the Board of State and Community Corrections most recent Grant Administration Guide. The BSCC Grant Administration Guide is available at:

<http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>

Any incentives or rewards shall receive advance written approval by the CITY and BSCC prior to implementation.

EMPOWER TEHAMA agrees that in the event of any inconsistency between this Agreement and City's Cohort 2 Proposition 47 Grant Agreement with the BSCC, the language of the City's Cohort 2 Proposition 47 Grant Agreement with the BSCC will prevail.

Grant funds shall not replace (supplant) any federal, state or local funds which have been appropriated for the same purpose."

2) The following is added to Provision 5, "Term":

"The term of this amended Agreement shall commence on August 15, 2019, and unless sooner terminated with the terms of this Agreement, shall end on August 31, 2023. The term may be extended by the mutual written agreement of the parties."

3) All of the terms and conditions not specifically modified or amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the last date signed below.

EMPOWER TEHAMA

CITY OF CORNING

By: _____
Chief Executive Officer
(Taxpayer ID No. on file with Finance)

By: _____
Robert Snow, Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Lisa M. Linnet, City Clerk

By: _____
Collin Bogener, City Attorney

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITY OF CORNING AND THE
CENTER FOR EVALUATION AND RESEARCH, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND THE CENTER FOR EVALUATION AND RESEARCH, LLC ("First Amendment") is entered into by and between the CITY OF CORNING, a municipal corporation (the "City"), and THE CENTER FOR EVALUATION AND RESEARCH, a California Limited Liability Company ("CER"). City and CER may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, City and CER entered into an Agreement on or around August 15, 2019 for CER for CER to provide process and outcome evaluation support for the BSCC Proposition 47 Cohort 2 grant cycle ("Original Agreement"); and

WHEREAS, the term of the Original Agreement was to expire on May 15, 2023, but may be extended upon the written agreement of the parties.

WHEREAS, Proposition 47 Cohort 2 Grant funds remain available following the expiration of the term in the Original Agreement and the Parties would like to extend the term through August 31, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to amend the Original Agreement as follows:

- 1) Provision 3, "Payment Schedule" is repealed and replaced with the following:

"CER will invoice for Services related to the RESTORE Program as indicated in the Grant Application and Budget based on actual costs incurred. CER will bill quarterly for services in Year One (8/15/2019 – 12/31/2020) in an annual amount not to exceed \$45,769; Year Two (1/1/2021-12/31/2021) in an annual amount not to exceed \$60,629; Year Three (1/1/2022-5/15/2023) in an annual amount not to exceed \$61,958; and the remaining portion of Year Three (5/16/2023- 8/31/2023) in an amount not to exceed \$26,570. The invoices will include an accounting of time spent on Services. The total amount of this contract will not exceed the amount set forth for each year for the period August 15, 2019 through December 31, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed from August 31, 2023 to December 31, 2023. CER agrees that accounting procedures for grant funds received pursuant to this Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices. Supporting documentation for all expenses must be included with all invoices in a format approved by the City of Corning.

The City will not reimburse CER for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the City may either withhold an equal amount from future payments to CER or require repayment of an equal amount to the City by CER. In the event reimbursements are withheld by the City, the Project Director or designee shall notify CER of the reasons for withholding. All expenditures must be budgeted as indicated in Exhibit A and follow the Board of State and Community Corrections most recent Grant Administration Guide. The BSCC Grant Administration Guide

is available at
<http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.

Grant funds shall not replace (supplant) any federal, state or local funds which have been appropriated for the same purpose.

2) Provision 4, "Term" is repealed and replaced with the following:

"The term of this Agreement shall commence on August 15, 2019, and unless sooner terminated with the terms of this Agreement, shall end on August 31, 2023. The term may be extended by the mutual written agreement of the parties."

3) All of the terms and conditions not specifically modified or amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the last date signed below.

Center for Evaluation and Research (CER)

CITY OF CORNING

By: Tom Forbes
Tom Forbes
(Taxpayer ID No. on file with Finance)

By: _____
Robert Snow, Mayor

Date: 4/24/2023

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Lisa M. Linnet, City Clerk

By: _____
Collin Bogener, City Attorney

FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITY OF CORNING AND JOB TRAINING CENTER

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND JOB TRAINING CENTER ("First Amendment") is entered into by and between the CITY OF CORNING, a municipal corporation (the "City"), and JOB TRAINING CENTER, a non-profit corporation formed under the laws of the state of California ("JTC"). City and JTC may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, City and JTC entered into an Agreement on September 24, 2019 for JTC to use Proposition 47 grant funds received by the City to operate a program entitled "Jumpstart": A Summer Employment and Soft Skills Training Program, which provides paid summer employment, along with career exploration, job search and soft skills training to fifty (50) RESTORE program participants ages 16- 26 each year of the grant; and

WHEREAS, the term of the Original Agreement was to expire on December 31, 2022, but may be extended upon the written agreement of the parties.

WHEREAS, Proposition 47 Cohort 2 grant funds remain available following the expiration of the term in the Original Agreement and the Parties would like to extend the term through August 31, 2023, and also include additional services, including .

AGREEMENT

NOW, THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to amend the Original Agreement as follows:

1) Provision 2, "Services" is repealed and replaced with the following:

2. Services

The funds from the grant money will be used by JTC to operate a modified Program entitled "Jumpstart II": Jumpstart II will provide thirty-six (36) clients the following:

1. Paid Work Experience for a summer jobs program,
2. Approved Stipends/Incentives for Completion of the Workforce Academy,
3. Paid on-the-job Training,
4. Transportation,
5. vocational program tuition,
6. Program outreach,
7. eligibility,
8. assessment,
9. plan development,
10. case management,
11. referrals,
12. business development, and
13. job readiness instructors.

The Job Training Center will conduct their own referrals into the program following BSCC Prop 47 guidelines.

A. Leveraged Resources. CLIENTS who successfully complete the Program will

be provided information regarding additional programs and services offered by JTC under the Workforce Innovation and Opportunity Act ("WIOA"). It is anticipated that 8-10 CLIENTS each summer (20%) will pursue additional vocational training or on-the-job training and be funded through this resource at an approximate value of \$7,500 per person.

2) Provision 3, "Payment Schedule" is repealed and replaced with the following:

"JTC will invoice for Services related to the RESTORE program as indicated in the Grant Application and Budget based on actual costs incurred as indicated in Exhibit A. for a partial year for 2023 (1/1/2023 – 8/31/2023) in an amount not to exceed \$264,500, with \$203,000 to go towards program outreach, eligibility, assessment, plan development, case management, referrals, business development, job readiness instructors and overhead, and the remaining \$61,500.00 to go towards paid work experience, for summer program, approved incentives for completion of Workforce Academy, paid on-the-job training, and vocational program tuition. The invoices will include an accounting of time spent on Services. The total amount of this amended contract for the period of January 1, 2023-August 31, 2023 shall not exceed \$264,500. JTC agrees accounting procedures for grant funds received pursuant to this Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices. Supporting documentation for all expenses and matching funds must be included with all invoices in a format approved by the City of Corning and shall follow the budgeted line items as depicted in "Exhibit A".

The City will not reimburse JTC for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the City may either withhold an equal amount from future payments to JTC or require repayment of an equal amount to the City by JTC. In the event reimbursements are withheld by the City, the Project Director or designee shall notify JTC of the reasons for withholding. All expenditures must be budgeted as indicated in Exhibit A and follow the Board of State and Community Corrections most recent Grant Administration Guide. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.

Any incentives or rewards shall receive advance written approval by the CITY and BSCC prior to implementation.

JTC agrees that in the event of any inconsistency between this Agreement and City's Cohort 2 Proposition 47 Grant Agreement with the BSCC, the language of the City's Cohort 2 Proposition 47 Grant Agreement with the BSCC will prevail.

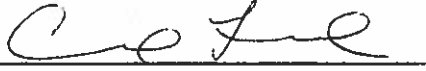
3) Provision 4, "Term" is repealed and replaced with the following:

"The term of this Agreement shall commence on August 15, 2019, and unless sooner terminated with the terms of this Agreement, shall end on August 31, 2023. The term may be extended by the mutual written agreement of the parties."

4) All of the terms and conditions not specifically modified or amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the last date signed below.

JOB TRAINING CENTER

By: 
Carrie Ferchaud
(Taxpayer ID No. on file with Finance)

Date: 5/1/2023

CITY OF CORNING

By: _____
Robert Snow, Mayor

Date: _____

ATTEST:

By: _____
Lisa M. Linnet, City Clerk

APPROVED AS TO FORM:

By: _____
Collin Bogener, City Attorney

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
THE CITY OF CORNING TO PROVIDE DRUG & ALCOHOL COUNSELOR FOR RESTORE
PROGRAM**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THE CITY OF CORNING ("First Amendment") is entered into by and between the County of Tehama, through its Health Services Agency ("County") and the CITY OF CORNING, a municipal corporation (the "City"), for the County to provide the City with one (1) FTE Drug & Alcohol Counselor for Substance Abuse Disorder support services for the RESTORE program. County and City may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, on or around May 11, 2021, the County and the City entered into a three-year agreement for the County to provide the City with one full time equivalent employee 'Drug & Alcohol Counselor' for Substance Abuse Disorder support, provide sufficient records documenting the time spent by the personnel, and ensure that the employee(s) remains certified throughout the term of the agreement. In exchange, the City was to compensate the County through funds received from a Proposition 47 grant (the "Original Agreement"); and

WHEREAS, the term of the Original Agreement was to expire on December 31, 2022; and

WHEREAS, Proposition 47 Cohort 2 Grant funds remain available for this service to continue beyond the termination date and the parties seek to have the Original Agreement extended as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to amend the Original Agreement as follows:

- 1) The following is amended to Provision 3, "Compensation":

"For work satisfactorily performed in accordance with the terms of this Agreement, County shall invoice City at the actual cost of a 1.0 FTE Drug and Alcohol Counselor with the salary and benefits amount up to \$77,843.00 for Cohort 2 clients for the period of January 1 – August 31, 2023. Training and certifications of Drug and Alcohol Counselor(s) is an allowable expense. The Maximum Compensation payable under Agreement shall not exceed \$120,317 for the period of August 20, 2020- August 31, 2023. County shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. County shall have no claim against City for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by County after the expiration or other termination of this Agreement. County shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and County agrees that City has no obligation, whatsoever, to compensate or reimburse County for any expenses, direct or indirect costs, expenditures, or charges of any nature by County that exceed the Maximum Compensation amount set forth above. Should County receive any such payment it shall immediately notify City and shall immediately repay all such funds to City. This provision shall survive the expiration or other termination of this Agreement.

Provision 5, "Term of Agreement" is repealed and replaced with the following:

"This Agreement shall commence on August 16, 2020 and shall terminate on August 31, 2023 unless terminated in accordance with section 6 below."

- 2) All of the terms and conditions not specifically modified or amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the last date signed below.

COUNTY OF TEHAMA
HEALTH SERVICES AGENCY

CITY OF CORNING

By: _____
Executive Director

By: _____
Robert Snow, Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Lisa M. Linnet, City Clerk

By: _____
Collin Bogener, City Attorney

ITEM NO.: J-14

APPROVE PROFESSIONAL SERVICES CONTRACT WITH DKF SOLUTIONS GROUP IN THE AMOUNT OF \$8,100 FOR THE REQUIRED SPILL EMERGENCY RESPONSE PLAN AND AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$8,100 FOR THESE SERVICES

May 9, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Staff recommends the City Council approve the professional services contract with DKF Solutions in the amount of \$8,100 to prepare the State required Spill Emergency Response Plan and to provide the required staff training for plan implementation and authorize a supplemental appropriation in the amount of \$8,100 for these services.

BACKGROUND:

The State Water Resources Control Board, which regulates sanitary sewer systems through the statewide Sanitary Sewer Systems General Order, issued updated requirements that impact several sanitary sewer agencies. All public sewer systems greater than one mile in length must apply for regulatory coverage under the order and comply with corresponding system management and spill reporting requirements.

The State Water Board reissued the updated statewide Order 2022-0103-DWQ on Dec. 6, 2022, with an effective date of June 5, 2023. The reissuance is the largest change in sanitary sewer system regulations since its first adoption in 2006.

To maintain regulatory compliance the City must update its Spill Emergency Response Plan in accordance with the updated State Water Board Order no later than June 4, 2023. DFK Solutions Group was recommended by the League of California Cities to provide the required professional services needed to make this update in the time that was allocated by the State.

FINANCIAL:

The update to the Spill Emergency Response Plan was not included in the FY22/23 budget therefore a supplemental appropriation from the Sewer Enterprise Fund to Professional Services/WWTP fund 610-6300-5200 in the amount of \$8,100 will be required.

RECOMMENDATION:

THAT MAYOR AND COUNCIL APPROVE PROFESSIONAL SERVICES CONTRACT WITH DKF SOLUTIONS GROUP IN THE AMOUNT OF \$8,100 FOR THE REQUIRED SPILL EMERGENCY RESPONSE PLAN AND AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$8,100 FOR THESE SERVICES

This proposal is made on **April 20, 2023**, by and between DKF Solutions Group, LLC (hereinafter referred to as DKF) and the City of Corning (CLIENT). This proposal is valid until **June 30, 2023**.

QUALIFICATIONS: DKF Solutions Group, LLC or its principals, have provided risk control consulting services, including CalOSHA and CA State Water Resources Control Board (SWRCB) compliance, for the following public agency risk pools:

- CA Sanitation Risk Management Authority (CSRMA) and their 60 sanitation district members since 1999.
- Redwood Empire Municipal Insurance Fund (REMIF) and their 15 members cities since 2008.
- Small Cities Organized Risk Effort (SCORE) and their 18 member cities since 2013.
- Association of Bay Area Governments Pooled Liability Insurance Network (ABAG PLAN) and their 29 member cities since 2004.
- CA Joint Powers Risk Management Authority (CJPRMA) and their ~100 member entities since 2007.

DKF Solutions Group's qualifications also include:

- Principals have over 50 years combined experience providing full-range CalOSHA and SWRCB compliance services.
- Clients include over 300 cities and special districts in California. Services provided include, among others, CalOSHA and SWRCB compliance.
- Annually trains more 1,000 public works and water/wastewater utilities employees on topics related to CalOSHA and SWRCB compliance.

SCOPE: The CLIENT has requested the SWRCB compliance services described on Attachment 1.

DELIVERABLE(S): All policies, procedures and other documents will be delivered as secure pdf files. All electronic training materials will be delivered via Dropbox or similar electronic file transfer service in a format compatible with any major web browser, SCORM-compliant software.

CLIENT RESPONSIBILITIES:

1. The CLIENT will provide staff time to work with DKF to gather technical information necessary to complete SCOPE. The staff provided by the CLIENT will have the technical knowledge, expertise, and/or written materials necessary for DKF to make technically correct evaluations.
2. All meetings or other work involving DKF, CLIENT and CLIENT-provided vendors will be scheduled at mutually agreeable dates and times.

SUBCONTRACTORS: DKF routinely subcontracts with subject matter experts in order to provide the highest quality policy and procedure development and training services. DKF reserves the right to subcontract subject matter experts in instances where the CLIENT will be best served by subcontracting a particular service.

COMPENSATION: As indicated on Attachment 1. All invoices are due net 30.

AVAILABILITY: DKF is available after **May 23, 2023** to provide the services described SCOPE.

STANDARD OF CARE/WARRANTY: DKF Solutions Group will perform the work under this Agreement as an independent contractor and in accordance with generally accepted professional practices. DKF Solutions Group will utilize reasonable care and skill consistent with and equal to that customarily possessed by environmental, health and safety consulting professionals in the community.

The parties to this agreement recognize the complex, subjective, and performance-based nature of many environmental, occupational safety and health laws and regulations and the administrative interpretations thereof. In performance of the work, DKF Solutions Group must rely upon information derived from secondary sources and personal interviews. Except as specifically required in the scope of work, DKF Solutions Group will make no independent investigation as to the accuracy or completeness of the information derived from the secondary sources and personal interviews and will assume that such information is accurate and complete.

All recommendations, findings, and conclusions will be based upon information and circumstances as they existed at the time of preparation (e.g. Federal, state, and local laws; political climate; and other matters that DKF Solutions Group, LLC deemed relevant). A change in any fact or circumstance may adversely affect the recommendations, findings, and conclusions expressed in the work. Accordingly, except as set forth in the first paragraph of this section, DKF Solutions Group makes no other representation, warranty or guarantee, express or implied.

CANCELLATION: Either party will have the right to terminate the contract by giving written notice to the other party at least 30 days.

ACCEPTANCE: To accept this quote from DKF Solutions Group, LLC, for services described in SCOPE under the terms and conditions described herein, please sign below and return.

Name and Title of CLIENT Representative

Date

CLIENT Accounts Payable Contact and Email

Attachment 1.0: City of Corning - Proposal #2304345-1

Item #	Item description	Cost	Notes
1	Update OERP to Spill Emergency Response Plan (SERP) in accordance with the 12/6/22 State Water Resources Control Board (SWRCB) Order, including surface water sampling procedures and supporting documentation.	\$ 4,900	SERP Workbooks are \$75/ea plus tax & shipping; Fee includes two draft reviews - each additional draft requested is \$300
2	One 4 hour classroom training on the Clients SERP, SSO volume estimation and sewer spill documentation (up to 20 employees)	\$ 3,200	
Total		\$8,100.00	

ITEM NO: J-15
APPROVE PROPOSED UPDATE
TO 2020 CITY OF CORNING
ILLNESS AND INJURY
PREVENTION PROGRAM TO
INCLUDE RECENT CALOSHA
REQUIRED COVID-19 MODEL
PREVENTION PROCEDURES

May 9 2023

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

SUMMARY:

Attached for City Council review and approval is the 2023 updated version of the City's Illness and Injury Prevention Program (IIPP). These updates are required by Cal/OSHA as part of their COVID-19 Prevention Non-Emergency Standards effective February 3, 2023. This document was last updated, reviewed, and approved by the City Council on July 14, 2020.

Upon approval of the proposed IIPP update, the updated section will be disseminated to all members of City Management and Department Supervisors. Department Supervisors will be responsible for ensuring that each employee within their respective departments receives a copy of the IIPP update. They will also be responsible for initiating and maintaining the program procedures and forwarding applicable documentation to the City's Claims Administrator/Administrative Services Manager for filing within the individual employee personnel folders.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE ADDITION OF CAL/OSHA REQUIRED COVID-19 MODEL PREVENTION PROCEDURES UPDATED ON FEBRUARY 3, 2023 TO THE APPROVED 2020 CITY OF CORNING ILLNESS AND INJURY PREVENTION PROGRAM.

Model COVID-19 Prevention Procedures (CPP)

In California, all employers are required to establish, implement, and maintain an effective, written Injury and Illness Prevention (IIPP) Program that meets the requirements of California Code of Regulations (CCR), Title 8, Section 3202. COVID-19 is considered a workplace hazard and most employers must address COVID-19 prevention under their workplace IIPP. COVID-19 prevention procedures must be addressed either in the written IIPP or maintained in a separate document.

Cal/OSHA has developed this model COVID-19 CPP to assist employers that choose to address their written COVID-19 hazard control procedures in a document separate from their IIPP. Employers are not required to use this CPP. Instead, they may create their own or use another COO template. Cal/OSHA encourages employers to engage with employees in the design, implementation, and evolution of their CPP.

Using this model alone does not ensure compliance with the Cal/OSHA COVID-19 Prevention standard. To use the model CPP effectively, and ensure it meets the COVID-19 standard requirements, the person(s) responsible for implementing the CPP should carefully review:

- Elements that may be required in the following CCR, Title 8 Sections:
 - 3205, COVID-19 Prevention
 - 3205.1, COVID-19 Outbreaks
 - 3205.2, COVID-19 Prevention in Employer-Provided Housing **(N/A)**
 - 3205.3, COVID-19 Prevention in Employer-Provided Transportation **(N/A)**
 - The three **Additional Considerations** provided at the end of this CPP to see if they are applicable to their workplace. **(Additional Considerations 2 & 3 are N/A to the City of Corning.)**
- Additional guidance and resources are available at:
www.dir.ca.gov/dosh/coronavirus/

CCR, Title 8, Sections 3205 through 3205.3 apply until two years after February 3, 2023, except for the recordkeeping subsections 3205 (j)(2) through (3), which apply until three years after February 3, 2023.

Cal/OSHA Publications Unit

February 2023

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**COVID-19 Prevention Procedures (CPP)
for
City of Corning**

This CPP is designed to control employees' exposure to the SARS-CoV-2 virus (severe acute respiratory syndrome coronavirus 2) that causes COVID-19 (Coronavirus Disease 2019) that may occur in our workplace(s).

Date: May 9, 2023

Authority and Responsibility:

The City Manager has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all Managers and Supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the procedures in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment.

Application of the City of Corning Injury & Illness Prevention Program (IIPP):

COVID-19 is a recognized hazard in our workplace and through this addition to the City's IIPP is addressed and will be effectively implemented and maintained to ensure the following:

1. When determining measures to prevent COVID-19 transmission, and identifying and correcting COVID-19 hazards in our workplace:
 - a. All persons in our workplace are treated as potentially infectious, regardless of symptoms, vaccination status, or negative COVID-19 test results.
 - b. COVID-19 is treated as an airborne infectious disease. Applicable State of California and Tehama County Health Department Orders and Guidance will be reviewed when determining measures to prevent transmission and identifying and correcting COVID-19 hazards. COVID-19 prevention controls include:
 - i. Remote Work.
 - ii. Physical distancing.
 - iii. Reducing population density indoors.
 - iv. Moving indoor tasks outside.
 - v. Implementing separate shifts and/or break times.
 - vi. Restricting access to work areas.
2. Training and instruction on COVID-19 prevention is provided (Appendix A, COVID-19 **Training Roster** will be used to document this training):
 - a. When this CPP was first established.
 - b. To new employees.
 - c. To employees given a new job assignment involving COVID-19 hazards and they have not been previously trained.
 - d. Whenever new COVID-19 hazards are introduced.
 - e. When made aware of new or previously unrecognized COVID-19 hazards.
 - f. For Supervisors to familiarize themselves with the COVID-19 hazards to which employees under their immediate direction and control may be exposed.

3. Procedures to investigate COVID-19 illnesses at the workplace include:

- a. Determining the day and time a COVID-19 case was last present; the date of the positive COVID-19 tests or diagnosis; and the date the COVID-19 case first had one or more COVID-19 symptoms. (Appendix B Investigating COVID-19 Cases will be used to document this information.)
- b. Effectively identifying and responding to persons with COVID-19 symptoms at the workplace.
 - i. Supply home tests and request employee tests for COVID prior to coming to work when displaying symptoms;
 - ii. Initiate and enforce a policy whereas employees feeling under the weather yet testing negative practice self-distancing/self-isolation from other employees when at work, and where a mask when leaving their workspace.
 - iii. Have sanitation wipes/cleaner available to sanitize public spaces and work areas.
- c. Encourage employees to report timely COVID-19 symptoms and to stay home when ill.

4. Effective procedures for responding to COVID-19 cases at the workplace include:

- a. Immediately excluding COVID-19 cases (including employees excluded under CCR, Title 8, Section 3205.1) according to the following requirements:
 - i. COVID-19 cases who do not develop COVID-19 symptoms will not return to work during the infectious period.
 - ii. COVID-19 cases who develop COVID-19 symptoms will not return to work during the shorter of either of the following:
 - a. The infectious period.
 - b. Through 10 days after the onset of symptoms and at least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever reducing medication.
 - iii. Regardless of vaccination status, previous infection, or lack of COVID-19 symptoms, a COVID-19 case must wear a face covering in the workplace until 10 days have passed since the date that COVID-19 symptoms began or, if the person did not have COVID-19 symptoms, from the date of their first positive COVID-19 test.
 - iv. Elements i. and ii. apply regardless of whether an employee has been previously excluded or other precautions were taken in response to an employee's close contact or membership in an exposed group.
- b. Reviewing current California Department of Public Health (CDPH) guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission.
- c. The following effective policies will be developed, implemented, and maintained to prevent transmission of COVID-19 by persons who had close contacts.
 - i. Physical distancing from other employees
 - ii. Mask use through incubation period.

- d. If an order to isolate, quarantine, or exclude an employee is issued by a local or State Health Official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.
- e. If removal of an employee would create undue risk to a community's health, the City of Corning may submit a request for a waiver to Cal/OSHA in writing to rs@dir.ca.gov to allow employees to return to work if it does not violate local or State Health official orders for isolation, quarantine, or exclusion. If this occurs, the following precautionary measures will be observed:
 - i. Isolation from other employees;
 - ii. Mask use and social distancing mandatory when necessary to go outside of work area;
 - iii. Daily sanitation of work area.
- f. Upon excluding an employee from the workplace based on COVID-19 or a close contact, the City of Corning will provide excluded employees information regarding COVID-19 related benefits to which the employee may be entitled under applicable Federal, State, or local laws. This includes any benefits available under legally mandated sick leave, workers' compensation law, local governmental requirements, and City of Corning leave policies and leave guaranteed by contract.

Testing of Close Contacts:

COVID-19 tests are available at no cost to all City Employees who have had a close contact in the workplace. These employees will be provided with the information outlined in paragraph (4)(f) above.

Exceptions are returned cases as defined in CCR, Title 8, Section 3205(b)(1).

Notice of COVID-19 Cases:

Employees and independent contractors who had a close contact, as well as any employer with an employee who had a close contact, will be notified as soon as possible, and in no case longer than the time required to ensure that the exclusion requirements of paragraph (4)(a) above, are met.

When Labor Code Section 6409.6 or any successor law is in effect, the City of Corning will:

- Provide notice of a COVID-19 case in a form readily understandable to employees. The notice will be given to all employees, employers, and independent contractors potentially exposed.
- Provide the notice to the authorized representative, if any, of:
 - The COVID-19 case and of any employee who had a close contact.
 - All employees on the premises at the same worksite as the COVID-19 case within the infectious period will be notified via email and phone to ensure immediate notification is received.

Face Coverings:

Employees will be provided face coverings and required to wear them when required by CDPH regulation or order. This includes spaces within vehicles when a CDPH regulation or order requires face coverings indoors. Face coverings will be clean, undamaged, and worn over the nose and mouth.

The following exceptions apply:

1. When an employee is alone in a room or vehicle.
2. While eating or drinking at the workplace, provided employees are at least six feet apart and if indoors, the supply of outside or filtered air has been maximized to the extent feasible.
3. While employees are wearing respirators required by the employer and used in compliance with CCR, Title 8, Section 5144.
4. Employees who cannot wear face coverings due to medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Such employees shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if the condition or disability permits it.
5. During specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

If an employee is not wearing a face covering due to exceptions (4) and (5) above, the COVID-19 hazards will be assessed, and action taken as necessary.

Employees will not be prevented from wearing a face covering, including a respirator, when not required by this section, unless it creates a safety hazard.

Respirators:

Respirators will be provided for voluntary use to employees who request them and who are working indoors or in vehicles with more than one person. Employees who request respirators for voluntary use will be:

- Encouraged to use them.
- Provided with a respirator of the correct size.
- Trained on:
 - How to properly wear the respirator provided and informed that facial hair interferes with a seal.
 - How to perform a user seal check according to the manufacturer's instructions each time a respirator is worn.

The requirements of CCR, Title 8, Section 5144©(2) will be complied with according to the type of respirator (disposable filtering face piece or elastomeric re-usable) provided to employees.

Ventilation:

For our indoor workplaces we will:

- Review CDPH and Cal/OSHA Guidance regarding ventilation, including CDPH **Interim Guidance for Ventilation, Filtration, and Air quality in Indoor Environments**. The City of Corning will develop, implement, and maintain effective methods to prevent transmission of COVID-19, including one or more of the following actions to improve ventilation:
 - Maximize the supply of outside air to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing

outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

- On buildings and structures with mechanical ventilation, filter circulated air through filters at least as protective as Minimum Efficiency Reporting Value (MERV) -13, or the highest level of filtration efficiency compatible with the existing mechanical ventilation system.
- Use High Efficiency Particulate Air (HEPA) filtration units in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods where ventilation is inadequate to reduce the risk of COVID-19 transmission.
- Determine if our workplace is subject to CCR, Title 8 Section 5142 Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation, or Section 5143 General Requirements of Mechanical Ventilation Systems, and comply as required.

In vehicles, we will maximize the supply of outside air to the extent feasible, except when doing so would cause a hazard to employees or expose them to inclement weather.

Reporting and Recordkeeping:

Appendix B Investigating COVID-19 Cases will be used to keep a record of and track all COVID-19 cases. These records will be kept by [name of individual, job title, or department] and retained for two years beyond the period in which it is necessary to meet the requirements of CCR, Title 8, sections 3205, 3205.1, 3205.2, and 3205.3.

The notices required by subsection 3205(e) will be kept in accordance with Labor Code section 6409.6 or any successor law.

Kristina Miller, City Manager

Date

[Type Title of owner or top management representative formally approving these procedures and have them sign and date]

Appendix A: COVID-19 Training Roster

Date training completed: **[enter date]**

Person that conducted the training: **[enter name(s)]**

Employee Name	Signature

Appendix B: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee required medical records will be kept confidential unless disclosure is required or permitted by law. Unredacted information on COVID-19 cases will be provided to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH) immediately upon request, and when required by law.

Date COVID-19 case (suspect or confirmed) became known: [enter information]

Date investigation was initiated: [enter information]

Name of person(s) conducting the investigation: [enter name(s)]

COVID-19 Case Summary

Name	Contact Info	Occupation	Location	Last day and time present	Date of positive test and/or diagnosis	Date of first symptoms

Summary of employees, independent contractors, and employees of other employers that came in close contact [CCR Title 8, section 3205 does not require recordkeeping for close contacts. These tables are included to assist employers in keeping track of which close contacts they have notified to meet the notice requirements.] Use additional and attach additional pages if needed.

Name	Contact Info	Date notified	Date offered COVID-19 testing (employees only)

Summary notice of a COVID-19 case (employees, employers, independent contractors) – during the infectious period and regardless of a close contact occurring.

Name	Date notified

Summary notice of a COVID-19 case (authorized representative of the COVID-19 case and employee who had close contact).

Name	Date notified

What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?
[enter information]

What could be done to reduce exposure to COVID-19?
[enter information]

Was the local health department notified? Date?
[enter information]

Additional Consideration #1

COVID-19 Outbreaks:

[This addendum will need to be added to your CPP if three or more employee COVID-19 cases within an exposed group visited the workplace during their infectious period at any time during a 14-day period, unless a CDPH regulation or order defines outbreak using a different number of COVID-19 cases and/or a different time period. Reference CCR, Title 8 section 3205.1 for details.]

This addendum will stay in effect until there are one or fewer new COVID-19 cases detected in the exposed group for a 14-day period.

COVID-19 Testing:

We immediately provide COVID-19 testing available at no cost to our employees within the exposed group, regardless of vaccination status, during employees' paid time, except for returned cases and employees who were not present at the workplace during the relevant 14-day period(s).

Additional testing is made available on a weekly basis to all employees in the exposed group who remain at the workplace.

Employees who had close contacts will have a negative COVID-19 test taken within three to five days after the close contact or will be excluded and follow our return-to-work requirements starting from the date of the last known close contact.

Face Coverings:

Employees in the exposed group, regardless of vaccination status, will wear face coverings when indoors, or when outdoors and less than six feet from another person, unless one of the exceptions in our CPP applies.

Respirators:

Employees will be notified of their right to request and receive a respirator for voluntary use, as stipulated in our CPP.

COVID-19 investigation, review, and hazard correction:

The City of Corning will perform a review of potentially relevant COVID-19 policies, procedures, and controls, and implement changes as needed to prevent further spread of COVID-19 when this addendum initially applies and periodically thereafter. The investigation, review, and changes will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient supply of outdoor air to indoor workplaces.
 - Insufficient air filtration.
 - Insufficient physical distancing.
- Review updated every 30 days that CCR, Title 8 section 3205.1 continues to apply:
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
- Any changes implemented to reduce the transmission of COVID-19 based on the investigation and review, which may include:

- Moving indoor tasks outdoors or having them performed remotely.
- Increasing the outdoor air supply when work is done indoors.
- Improving air filtration.
- Increasing physical distancing to the extent feasible.
- Requiring respiratory protection in compliance with CCR, Title 8 section 5144.
- Other applicable controls.

Ventilation

Buildings or structures with mechanical ventilation will have recirculated air filtered with Minimum Efficiency Reporting Value (MERV)-13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, filters with the highest compatible filtering efficiency will be used. High Efficiency Particulate Air (HEPA) air filtration units will be used in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission.

These ventilation requirements will continue to be implemented after the outbreak has passed and CCR, Title 8 section 3205.1 is no longer applicable.

Major Outbreaks:

The following will be done while CCR, Title 8 section 3205.1 applies if 20 or more employee COVID-19 cases in an exposed group visited the worksite during their infectious period within a 30-day period:

- The COVID-19 testing will be required of all employees in the exposed group, regardless of vaccination status, twice a week or more frequently if recommended by the **Tehama County Health Department**. Employees in the exposed group will be tested or excluded and follow our CPP return to work requirements. The twice a week testing requirement ends when there are fewer than three new COVID-19 cases in the exposed group for a 14-day period. We will then follow weekly testing requirement until there are one or fewer new COVID-19 cases in the exposed group for a 14-day period.
 - Report the outbreak to Cal/OSHA.
 - Provide respirators for voluntary use to employees in the exposed group, encourage their use, and train employees according to CCR, Title 8 section 5144(c)(2) requirements.
 - Any employees in the exposed group who are not wearing respirators as required will be separated from other persons by at least six feet, except where it can be demonstrated that at least six feet of separation is not feasible, and except for momentary exposure while persons are in movement. Methods of physical distancing include:
 - Telework or other remote work arrangements.
 - Reducing the number of person(s) in an area at one time, including visitors.
 - Visual cues such as signs and floor markings to aid in social distancing.
 - Staggered arrival, departure, work, and break times.
 - Adjusted work processes/procedures.

When it is not feasible to maintain a distance of at least six feet, individuals will be as far apart as feasible.

ITEM NO.: J-16
CITY OF CORNING CAPITAL
IMPROVEMENT PROGRAM AND
MEASURE A FUNDING PRIORITIES
FOR SERVICE
May 9, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: KRISTINA MILLER, CITY MANAGER

SUMMARY:

City staff are pleased to present the Council with the FY 2023/2024 Capital Improvement Plan. This document is the combination of four departments (Fire, Police, Public Works, and Administration/Finance) Capital Improvement Proposals.

The Capital Improvement Plan is the long-range plan of action for funding public improvements in support of existing residents, users, and businesses, and to accommodate future development. The adoption of the Capital Improvement Program by the City Council establishes a Policy for priority spending. **Approval of priorities does not assure funding; funding is determined by the City Council when the Final Budget is approved.**

UPCOMING BUDGET:

The Fiscal Year 2023/2024 budget is currently being drafted and finalized for Council consideration. According to Hinderliter de Llamas, the City's sales tax consultant, the City should anticipate receiving approximately \$1,430,000 in Measure A revenues in FY 2023/24. Measure A revenue may be spent as indicated below.

FY 2023/24 Measure A Funding Priorities	
Dispatch General Fund Contribution	350,000
Fire Reserve Fund	532,120
Police Reserve Fund	205,469
Public Works Reserve Fund	95,344
New Polyurea flooring for Pryatel Annex	50,000
Taser and Body Camera Lease/Purchases	31,140
Clark Park Parking Lot	250,000
Total Measure A Funding	1,514,073

The City currently does not fund depreciation expense for park equipment and City buildings. For example, no funds are set aside for future cost to replace roofs, HVAC units, flooring, bathrooms, playground replacement, etc.. General Fund CIP priorities are provided on the following page.

FY 2023/2024 General Fund Funding Priorities	
General City CIP Depreciation Expense for future replacement of Finance Software, Time Clock System, and City Server	12,915
Council Chambers and Kitchen Flooring and IT improvements	50,000
Library Restroom Remodel	80,000
Picnic Table Replacement and Bathroom Renovation at Woodson Park	102,500
Electrical Panels at City Hall	<u>17,000</u>
Total General Fund Priorities	262,415

The dollar amounts in the above tables may need to be adjusted at Final Budget approval depending on City Council priorities and revenue and expenditure projections that are currently being finalized. Staffing levels are being evaluated as part of the budget process. Within the next five years there are Departmental requests to add the following positions (totaling an additional 10.5-11.5 full-time equivalent employees):

- 3-4 Daytime Firefighters (FY 2025/26 or thereafter)
- Detective (FY 23/24)
- Full-time Planner/Economic Development (currently 50%) (FY 24/25)
- Full-Time Recreation Coordinator (currently 50%) (FY24/25)
- Administration Assistant (FY 23/24)
- Part-Time Recreation Assistant (FY 25/26)
- 3 Public Works Maintenance Workers (1 in FY 23/24, 1 in 24/25, and 1 in 25/26)
- Public Works Director, net of current contract (FY 23/24)

I am reviewing the level of staffing and infrastructure improvement that can be accommodated within the General Fund as part of the FY 2023/2024 budget cycle and thereafter.

DEPARTMENT PLANS:

The document specifically addresses Public Works, Fire, and Police Department services and equipment that are anticipated to maintain and/or improve our service standards. Exhibit A indicates the most urgent department needs and their projected needs for the future. Department needs change every year based on the needs of the Department, new technologies, new regulations, etc. For this reason, there are occasions where changes in regulations necessitate the funding of capital that could not have reasonably been anticipated and thus have not been budgeted for. In these instances, you can expect the short-term contribution to capital replacement to increase to cover this unanticipated cost. Please also note, while the calculation methodology is based on the equipment being replaced after a certain number of years or at a certain mileage threshold, in reality the equipment will be replaced when the cost to maintain the equipment warrants its replacement.

As a result of inadequate City revenue in previous years, the City has not adequately funded its capital replacement (as is indicated in the column titled Required Replacement Reserves). There is catch up to be done. Our current year Annual Reserves Contributions are higher than they would have been if depreciation expense were adequately funded in previous years.

As a result of Measure A funding, General Fund dollars, and Enterprise Fund dollars, the City will be able to complete with City Council approval the proposed projects below. Please note, all anticipated expenditures (those that were previously included in Exhibit A) are proposed for approval.

Capital Improvement Proposed Funding		
Type	Dollar Amount	Funding Source
Taser Lease	15,420	Measure A
Body Camera Lease	15,720	
Patrol Vehicle	87,775	Police Capital Replacement Reserves
Copy Machine	6,000	
Fire Department Phone System	10,000	Fire Capital Replacement Reserves
Fire Department Pryatel Annex Flooring	50,000	Measure A
3 Full Sets of Structural Gear	10,500	Fire Capital Replacement Reserves
Almond Street/ Fig Street	500,000	Street Funds
Almond Street -2nd St. through Prune St.	500,000	Street Funds
City-wide Streets Survey	50,000	Street Funds
Water Meter Replacement	25,000	Water Fund/Bond
Fire Hydrant Replacement	20,000	
8" Water Main Replacement - Fig Lane	500,000	
Sodium Bisulfite and Sodium Hypochlorite Feed System (Gas to Liquid Conversion)	290,000	Sewer Fund
Well Nos. 2 , 3, 9 and 10 Flow Meter Replacements	45,500	Water Fund
Council Chambers and Kitchen Flooring and IT improvements	50,000	General Fund Reserves
Library Restroom Remodel	80,000	General Fund Reserves
Picnic Table Replacement and Bathroom Renovation at Woodson Park	102,500	General Fund Reserves
Marquee Replacement at Rodgers Theatre	100,000	
Electrical Panels at City Hall	17,000	General Fund Reserves
Clark Park Parking Lot	250,000	General Fund Reserves
Airport Papi System Rehabilitation	122,222	FAA Grant Funds with 10% Airport Fund Match in the amount of \$12,222
Runway, Taxiway & Apron Rehab Project	331,000	FAA Grant Funds with 10% Airport Fund Match in the amount of \$33,100
Utility Line Locator	10,000	50% Water, 50% Sewer
Sewer Line Camera	10,000	Sewer Fund
Trailer Replacement	10,000	Public Works Capital Replacement Funds
F350 Truck (Unit 6 replacement)	75,000	25% Water, 25% Sewer, 25% Streets, and 25% PW Capital Replacement Funds
Total	\$3,283,637	

To complete this, \$532,120 will be contributed to the Fire Reserve Fund (076-1020-9999), \$205,469 will be contributed to the Police Reserve Fund (071-1020-9999), \$95,344 to the Public Works Fund (078-1020-9999) utilizing Measure A dollars. \$12,915 will be contributed to the City Administration Reserve Fund. Amounts over and above what is being purchased this year will remain in the reserve fund for equipment needs in the future. The ultimate goal being that funds will be in the reserve fund when the equipment needs replacing.

COUNCIL MEMBER PRIORITIES

Council members were individually asked to provide their proposed projects for the City Council to prioritize as funding allows. The projects submitted are as follows:

- Parking lines at Maywood Women's Club – This work can be completed within the existing proposed budget by Public Works staff.
- Repair Welcome to City of Corning Sign -This work is in progress, unless the City Council would like to consider an alternative design/style.
- Crosswalk at Bell Carter – In discussions with Bell Carter. Typically this is something that would be funded by Bell Carter.
- Braille Signage throughout City Public Facilities with a prioritization of the City Pool and Parks – This work can be completed within the existing proposed budget by Public Works staff in FY 23/24.
- Tree trimming to be completed by Department of Corrections. Tree trimming is budgeted annually. Staff is researching whether the AB 109 program or Department of Corrections can perform these services and the associated cost savings, if any.
- Sidewalk replacement throughout the City. It would cost millions of dollars to replace the sidewalk in the entire City. NCCSIF contracts with Precision Concrete Cutting for sidewalk cutting to repair defects at \$35 to \$50 per location. Existing City budget of \$15,000 shall allow a significant amount of repair without increasing the workload of existing staff.
- Maintenance to Grandstands at Yost and Clark Park.- Project may be completed by AB 109 work crews.
- Drinking Fountain Replacements at Clark Park. Cost: Wall-mounted \$2,000. Freestanding 4,000-\$6,000 each plus installation.
- Field Upgrades at Clark Park. Unknown Cost.
- Larger shop for Public Works to accommodate a large truck lift with center jacks. Cost: Approximately \$1-3 million depending on size and construction-type. Currently no funding is set aside for this. Potential funding sources could be a USDA facility loan or General Fund Reserves.
- Purchase of various equipment for Public Works including a welder and plasma cutter, truck jacks, and a boom lift.
- Continued Education for current staff in every department. Training and Conferences are budgeted as Department Heads propose. Staff will increase the budget for training as recommended by Department Heads.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **REVIEW AND PROVIDE DIRECTION ON THE PROPOSED MEASURE A FUNDING ALLOCATIONS,**
- **PRIORITIZE COUNCIL MEMBER PROJECTS FOR INCLUSION IN THE FISCAL YEAR 2023/24 BUDGET; AND**
- **APPROVE THE FISCAL YEAR 2023/2024 CAPITAL IMPROVEMENT PRIORITIES.**

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves
FIRE DEPARTMENT								
Item Identification	Per MS 05/03/17 Antique; Does not need to be replaced							
1914 Brock Away Engine 5 1960 1 ton pick up with pump	Unknown							
Engine 14	1960	25,750	20	3	800,000	860,080	665,000	239,963
Engine 12	2017	8,900	20	16	496,597	791,271	89,319	169,388
Engine 9 1997 Brush Truck	1997	13,500	20	4	170,000	0	136,000	62,545
Squad 7	2020	7,300	20	17	107,154	176,643	14,573	9,668
Chief's Truck	2020	10,400	20	17	80,000	131,500	10,500	78,500
Heat Sensor aka Thermal Imaging Camera to ID hotspots	2018		15	11	7,500	0	2,000	1,541
Standby Generator	2002	137	20	1	40,000	41,014	37,800	20,419
Jaws of Life	2018		20	14	30,000	0	9,000	8,098
Ladder Truck #3	2000/2005	57,000	20	11	1,800,000	2,491,025	800,000	375,607
911 System	2005		funded through an allocation from State/Feds. It does not appr			0	0	0
Self Cont Breathe Aparatus	2020		20	17	126,000	209,475	18,900	11,457
Radio Positron	2017		15	10	39,898	53,804	13,299	12,095
Eng. 14 LED Light Conversion	2020		8	6	13,000	15,555	3,250	0
SCBA compressor and fill station	2021		20	19	55,000	97,072	2,750	0
Truck 3 LED Light Conversion	2020		14	12	12,000	17,180	1,714	0
Subtotal							1,804,106	989,282

FY 2023/2024 CIP Expense

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves
POLICE DEPARTMENT Vehicles									
Vehicle 224-Training/ UC	2009 Ford Crown Vic	125,992	125,000	0	47,000	2,200	44,800	44,800	41,350
Vehicle 225-Volunteer	2009 Ford Crown Vic	148,616	125,000	0	75,000	2,200	72,800	72,800	67,800
Vehicle 226- SRO	2011 Ford Crown Vic*	103,557	125,000	0	75,000	2,200	72,800	72,800	75,076
Vehicle 227- Patrol	2013 Ford Taurus Interceptor	86,834	125,000	0	75,000	5,000	70,000	70,000	70,000
Vehicle 228- ACO	2013 Ford F-150 P/U	109,890	125,000	3	87,775	2,200	93,813	63,447	50,582
Vehicle 229- Training/ UC	2013 Ford Fusion	89,244	125,000	2	87,775	2,200	90,984	70,823	56,902
Vehicle 230- Patrol*	2014 Ford Explorer	153,648	125,000	0	87,775	2,200	85,575	85,575	67,800
Vehicle 231- Patrol	2015 Ford Explorer	123,051	125,000	0	87,775	2,200	85,575	85,575	75,001
Vehicle 232- Patrol	2016 Ford Explorer	130,949	125,000	1	87,775	2,200	88,239	78,199	58,788
Vehicle 233- Supervisor	2019 Ford Explorer	82,705	125,000	5	87,775	2,200	99,730	48,695	26,313
Vehicle 234 - Chief	2020 Ford Explorer	19,903	125,000	8	87,775	2,200	109,296	26,567	7,458
Vehicle 235 - K 9	2020 Ford Explorer	21,720	125,000	9	87,775	2,200	112,680	19,191	0
Vehicle 236- Patrol	2021 Ford Explorer	21,902	125,000	9	87,775	2,200	112,680	19,191	0

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves
Vehicle 237- Patrol Explorer	2022 Ford	310	125,000	10	87,775	2,200	116,167	0	0
EQUIPMENT									
Radar Trailer	2017		20	15	7,250	1,500	9,853	1,813	1,691
T-1 Router/Rack		Grant-funded							
SBC Positron 911 System (retire when radio cards are purchased)	2018	N/A	15	10	67,100	1,000	89,486	22,367	20,142
Computer Server	2017		5	0	15,000	0	15,000	15,000	15,455
MDT Server		Grant-funded							
In vehicle Radar Equipment	2018		10	6	6,000	0	7,179	2,400	1,592
2 Drones			5	2	13,500	0	14,332	8,100	0
License Plate Reader	2018		10	6	15,000	0	17,948	6,000	3,848
PD switch			10	9	6,700	0	8,769	670	0
RIMS and Netmotion									
Upgrades	2022		10	9	11,700	0	15,313	1,170	0
6 Dell Tough Book Laptops	2022		5	4	38,000	0	42,828	7,600	0
3 Radar Feedback Signs	2022		5	4	16,500	0	18,596	3,300	0
CCTV System	2022		7	6	69,500	0	83,157	9,929	0
Subtotal							826,080	639,798	
FY 2023/2024 CIP Expense									
Lease Agreements (Fund 002)									
Axon Taser	2023		5	0	77,091	0	77,091	77,091	0
Body Cameras	2023		5	0	78,580	0	78,580	78,580	0

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves
PUBLIC WORKS									
Sullair Compressor	unknown		17	0	30,000	3,500	26,500	26,500	26,500
Paving Trailer	unknown		17	0	will not replace; v	1,200	0	0	0
Puckett Bros. Paving Machine	unknown		17	1	will not replace; v	30,000	0	0	0
521 G Case Loader	2021		15	0	180,000	5,000	175,000	175,000	175,000
Target Concrete Saw	unknown		10	0	20,000	0	20,000	20,000	20,000
1998 CHE Model 2909-T 6"									
Portable Trash Pump	1998		15	7	50,000	5,000	56,641	21,667	26,410
PD Backup Generator	2002		25	4	35,000	15,000	24,447	14,400	18,070
Water Trailer	2013		10	4	11,000	0	12,398	6,600	7,053
F250 #5 Utility Bed	1995		20	0	9,548	0	9,548	9,548	9,548
F350 # 16 Utility Bed	2016		20	13	5,635	0	8,312	1,972	2,462
Utility Dump Trailer	2021		20	18	7,650	0	13,104	765	711

VEHICLE & EQUIPMENT:

2002 Ford F150 #1	2002	Broken	20	0	40,000	1,500	38,500	38,500	39,081
1995 Ford F150- #2	1995	68,198	15	0	40,000	1,500	38,500	38,500	38,500
2008 Ford Ranger #3	2008	68,635	20	3	25,000	1,500	25,846	19,750	21,223
2008 Ford Ranger #4	2008	100,567	15	2	25,000	1,500	25,041	20,167	20,870
2019 Ford F47 Plumber Truck #5	2019	9,968	20	16	60,282	1,500	95,766	10,556	11,003
2001 Ford F350 #6	2001	75,166	20	0	60,282	1,500	58,782	58,782	58,782
Freightliner Dump Truck- #7	2008	55,958	15	0	98,828	1,500	97,328	97,328	97,328
2016 Ford F350 #8	2016	16,433	17	10	52,457	1,500	69,240	20,100	18,276
2002 Ford F250- #9	2002	82,383	20	0	75,000	1,500	75,000	73,500	75,000

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves	
								straight line	Actual Reserves
2001 Ford F250 #10	2001	105,980	20	0	51,588	1,500	50,088	50,088	50,088
2012 Ford F250 #11	2012	31,037	20	9	51,588	1,500	66,018	26,873	22,440
2011 Ford F 150 #12	2011	92,123	20	9	34,546	1,500	43,714	17,500	7,797
F350 Utility Truck with Bed	2022		20	19	67,000	1,500	116,752	1,850	0
John Deere 1435		2,908	15	0	42,314	5,000	37,314	37,314	36,606
Lay-Mor Street Sweeper		164	15	1	25,000	2,000	23,759	21,333	19,449
Case 580M Backhoe	2006	4,585	20	3	125,000	20,000	116,731	86,250	59,646
2004 S40 Genie Boomlift	2004	2,393	10	0	20,000	2,000	18,000	18,000	14,220
2012 Grasshopper Mower	2012	1,690	8	0	30,389	2,000	28,389	28,389	28,389
2001 John Deere 460									
Tractor	2008	1,645	10	0	50,000	1,500	48,500	48,500	28,500
2020 John Deere Mower	2021		15	13	21,000	2,000	28,977	800	0
570N Skip Loader	2019	142	20	16	87,000	1,500	138,877	15,900	12,431
Hydrovac Excavator Trailer	2022		20	0	100,000	0	100,000	100,000	0
Subtotal							1,106,433	945,383	
FY 2023/2024 CIP Expense									
GENERAL CITY									
Time Clock System	2021		5	4	15,000	0	16,906	3,000	0
Finance Software			15	1	147,000	0	151,462	137,200	147,000
City Server	2019	N/A	5	4	15,000	0	16,906	3,000	0
Subtotal							140,200	147,000	0
FY 2023/2024 CIP Expense									
Grand Total							3,876,819	2,721,462	

CORNING VOLUNTEER FIRE DEPARTMENT CVFD CAPITAL IMPROVEMENT PROGRAM 2023/2024

INTRODUCTION:

The Corning Fire Department is manned 24 hours a day, seven days a week, and is staffed with 4 dispatchers, working 12-hour shifts and a Fire Chief that works 8-5, five days a week. The Volunteer Department consists of a First and Second Assistant Chief, three Captains and 21 Firefighters. The Department currently has an ISO rating of four.

DEPARTMENT ACTIVITY 2022:

The Fire Department provides fire and medical services to the commercial and residential areas located within the City Limits of Corning. CVFD also responds to traffic accidents, public service requests and HAZMAT incidents. The Department also responds to these incidents in South Tehama County via a mutual-aid agreement with CALFIRE and Tehama County.

The Department responded to 1179 calls for service in 2022. The total man-hours for response was 4,244 training and class hours totaled 1,500, non-training community events hours 355 for a grand total of 6099 hours of service by The Volunteers.

CAPITAL IMPROVEMENT PRIORITIES:

- New 8 phone service and upgrade for Fire Hall
- New Polyurea flooring for Pryatel Annex
- Personal Protective Equipment

The above equipment is either past their service time, in need of upgrade to become compliant, will assist the department in becoming more efficient or are an ongoing need for wear and tear.

Personal Protective Equipment (PPE):

Turnouts and wild land gear require continual replacement. This is an on-going item that the Department has been able to keep up through grant funding. A complete set of structural turnouts is approximately \$3,500.00 and a set of wildland gear is approximately \$700.00. We are currently in need of 3 full sets of structural personal protective equipment for approximately \$10,500.00.

NON-PRIORITY ITEMS:

Standby Generator:

The standby Generator was purchased in 2002. It is estimated the generator has a remaining service life of two (2) years. \$40,000.00.

Engine 14 Replacement:

Engine 14 was bought by the City in 1997 and has approximately three (3) years of service remaining. The cost to replace Engine 14 is approximately \$800,000.00.

Engine 9 Brush Truck:

Engine 9 was acquired by the City in 1997 and has approximately four (4) years of service life remaining with a current replacement cost of \$170,000.00.

Ladder Truck #3:

Ladder Truck #3 was purchased used in 2005 by the City and The Nomlaki Tribe. It was manufactured in 2000. Replacement cost is approximately \$1,800,000.00

2021/2022 PURCHASES:

3 sets of turnouts.

Continue to replace PPE for the Department.

3 new pagers.

Corning Volunteer Fire Department would like to thank The City for these purchases.

**CORNING POLICE DEPARTMENT
PROGRAMS & PROJECTS
FISCAL YEAR 2023/24**

#	PROJECT	FY 23/24			
1	Body Cameras Lease	\$15,720 per year for five years			
2	Taser Lease	\$15,420 per year for five years			
3	Copier/Printer	\$7706.00			
4	Patrol Vehicle	\$87,775.00			
5					
6					

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2023/24**

Priority Ranking 1

Annual Cost:	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY 27/28</u>
	\$15,716	\$15,716	\$15,716	\$15,716	\$15,716

Total: \$78,582. In the first year utilizing the remaining \$6,528.00 from the Police Risk Management Grant funds from NCCSIF/Alliant Insurance Services, Inc.

Name: **LENSLOCK BODY CAMERAS AND MULTI-DOCK NETWORK REPLACEMENT**

Objective: To purchase fifteen (15) Body Cameras to replace the current system/cameras used by officers that were originally purchased in FY 2019/20. The cameras are old and worn-out, many of them now unusable.

Narrative: Allows for the replacement of all aged body cameras the officers are currently using. The Department would like to purchase new body cameras for all officers and extras to have on hand if any in use fail. Currently, the body cameras being used are shared by multiple officers as several have broken or do not work to their full potential. The program includes many features such as a 5-year data plan, replacement body cameras after 30 months, Customer Support, and Evidence Management Software Access.

Body worn cameras are essential to police work as a safeguard for both officers and the public they encounter.

For the 2023/24 fiscal year, the Department is recommending the purchase/lease of fifteen (15) new body cameras including the 5-year plan for its Capital Replacement Program.

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2023/24**

Priority Ranking 2

Annual Cost:	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY 27/28</u>
	\$14,488.12	\$14,488.12	\$14,488.12	\$14,488.12	\$14,488.12

Name: AXON TASER REPLACEMENT

Objective: To replace the Corning Police Department's aged existing tasers and purchase eighteen (18) new taser bundles.

Narrative: Allows for the replacement of all tasers the officers are currently using. Research shows that the Police Department last purchased tasers in the 2015/2016 Fiscal Year. It is recommended that tasers be replaced every five (5) years. The current tasers have exceeded their lifespan and are no longer under warranty. This creates a risk of malfunction and a less than lethal option for officers to use if/when the need arises.

Cost Detail: The initial cost of this product, with the required hardware and software, training and support is estimated to cost \$77,091.30. This cost is for a total of five (5) years. Ongoing extended maintenance and technical support may be purchased for up to four (4) additional years at a cost of \$14,488.12 per year.

For the 2023/24 fiscal year, the Department is recommending the purchase of eighteen (18) new tasers including the 5-year plan for its Capital Replacement Program.

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2023/24**

Priority Ranking 3

Annual Cost: FY 23/24 FY 24/25 FY 25/26 FY 26/27 FY 27/28
\$5,593

Name: **PRINTER REPLACEMENT**

Objective: To purchase or lease a new Xerox C7130 Multifunction printer.

Narrative: Allows for the replacement of our current HP printer and upgrade to a new copier/printer with increased functionality for Corning Police Department. It is unknown when the HP printer was originally purchased, but documentation shows that the manufacture date is July 2000. The City will have the option to either lease or purchase the new machine. The lease option would include a monthly service agreement and a 60-month lease payment. The purchase option would be a flat purchase payment plus a monthly service fee.

Cost breakdown:

Purchase: \$5593.00 plus a \$28.00 monthly all-inclusive service agreement to cover parts, labor, and toner. This agreement includes 1000 black & white copies and there would be an additional cost of \$.012 cents per page, and \$.075 for color copies made.

Lease: Monthly lease fee of \$149.00 for 60 months plus a \$28.00 monthly all-inclusive service agreement to cover parts, labor, and toner. This agreement includes 1000 black & white copies so there would be an additional cost of \$.012 cents per page, and \$.075 for color copies made. The lease option also includes an exchange for a new copier/printer at the end of the 60-month period.

For the 2023/24 fiscal year, the Department is recommending the purchase or lease of a new Xerox copier/printer including the 5-year plan for its Capital Replacement Program.

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2023/24**

Priority Ranking 4

Annual Cost:	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>
	\$ 87,775	\$89,530	\$ 91,320	\$ 93,146

Name: VEHICLE REPLACEMENT

Objective: To purchase one (1) patrol vehicle based upon the Vehicle Replacement Program.

Narrative: The Vehicle Replacement Program allows for the minimum replacement of police vehicles as identified each fiscal year.

The Department currently has 14 vehicles in two classifications: Patrol and Service/Support. Patrol currently has nine (9) vehicles (which include three (3) dual-purpose vehicles: Supervisor's vehicle; SWAT vehicle; School Resource vehicle; and six (6) patrol vehicles. Service and Support vehicles: These vehicles are generally driven until they have exceeded their effective service life. (See tables below). Please note that prior understanding between the City and the Police Department was to replace patrol vehicles when the vehicles attain 85,000 miles. However, due to funding restrictions, the mileage cap was extended to 100,000 miles. Currently, patrol vehicles are driven more than 100,000 miles, provided the vehicles are safe, dependable, and the maintenance/repair costs do not exceed the useful life value of the vehicle.

Since 2013, the Department enacted an Assigned Vehicle Program wherein two patrol officers generally share one patrol vehicle. This means that an assigned patrol vehicle is being used continuously for 24 hours (two 12-hour shifts). This program has resulted in better upkeep of vehicles, and timely notification of vehicle maintenance needs. The department currently has seven (7) vehicles that have exceeded 100,000 miles, with four (4) of them over 125,000 miles. Two (2) of the vehicles are at the 150,000 miles mark.

- Vehicle #230 had a new transmission installed in 2018
- Vehicle #231 had a new transmission installed in 2017

- Vehicle #232 had a new motor installed in 2020 at 112,224 miles. The current mileage of 130,949 is for the vehicle and drivetrain only. The engine mileage is around 19,000 miles.
- V226 will be sold with the approval of this additional vehicle.

For the 2023/24 fiscal year, the Department is recommending the purchase of one (1) new patrol vehicle for its Capital Replacement Program.

Patrol Vehicles:

VEHICLE	DESCRIPTION	CURRENT ASSIGNED	CHANGED ASSIGNED	MILEAGE
226	2011 Ford Crown Vic	Patrol		103,557
227	2013 Ford Taurus Interceptor	Patrol/SRO		86,834
230	2014 Ford Explorer	Patrol/SWAT		153,648
231	2015 Ford Explorer	Patrol		123,051
232	2016 Ford Explorer	Patrol		130,949
233	2019 Ford Explorer	Supervisor		82,705
235	2020 Ford Explorer	K9		21,720
236	2021 Ford Explorer	Patrol		21,902
237	2022 Ford Explorer	Patrol	Not in service yet	310

Service/Support Vehicles:

VEHICLE	DESCRIPTION	CURRENT ASSIGNED	CHANGED ASSIGNED	MILEAGE
224	2009 Ford Crown Vic	Admin/Training		125,992
225	2009 Ford Crown Vic	VIPS/Academy		148,616
228	2013 Ford F-150 P/U	ACO/CSO		109,890
229	2013 Ford Fusion	Unmarked/Training/Undercover		89,244
234	2020 Ford Explorer	Chief		19,903

Cost Detail: The information used to determine the cost of a new police patrol vehicle, including required after-market emergency equipment and taxes, is based upon current pricing for the (1) 2024 Ford Police Explorer Vehicle. Prior to actual purchase, the Department will confirm which vehicle manufacturer has been awarded the State contract for 2023/24 and compare prices with our local car dealerships.

Please note, the costs listed for fiscal years 2023/2024 through 2026/2027 incorporate a 2% cost increase per year.

Breakdown Costs for New Patrol Car

Base Price:	\$59,175.00
Outfitting:	\$15,000.00
Installation:	\$7,500.00
Radar:	\$2,600.00
Radio:	\$2000.00
Wrap:	<u>\$1,500.00</u>
Total:	\$87,775.00

RESPONSIBILITIES:

The Public Works Department is responsible for the management, operations, and maintenance of a number of municipal facilities and services listed in Divisions; provided below:

1. Streets
2. Water
3. Sewer, Drainage & Wastewater Treatment Plant (WWTP)
4. Parks
5. Airport
6. Building Maintenance
7. Fleet Maintenance & Replacement Schedule

The Public Works Capital Improvement Program is presented by Division. Each Division describes duties as well as lists of Ongoing, Near-Term; those expected to occur within the next 5 to 10 years, or Long-Term; those expected beyond the 10-year projection along with estimated Capital Improvement cost for replacement, reconstruction, or construction. In all, this document recommends ongoing expenditures, current year plans, Near-Term expenditures and Long-Term expenditures exceeding \$40 million dollars.

1. STREETS: (Budget Funds 3000, 3001)

The Public Works Department is responsible for maintaining the City's **41.23** miles of public streets. City budget allocations for street maintenance are costly and a primary concern of the City and its residents.

The effective life of pavement surfacing is based on several factors including substructure, traffic type and volume, pavement thickness, age of paving, etc. In general terms, if we assume the effective life of the average asphalt street is about 10 to 15 years, then to adequately maintain our streets, we should be providing maintenance/repairs on that schedule. Following that logic, 1/12th of our streets, or about 3.43 miles (18,141 feet) should be maintained or repaired each year. Based on recent project costs, the cost to complete such a maintenance program schedule would require asphalt overlay budget commitment of about \$3.7 million per year. Our current street maintenance/project budget averages much less than that.

Senate Bill 1:

The Road Repair and Accountability Act of 2017 allows the City to increase the amount of road projects in the City significantly. The City will receive approximately \$1.5 million dollars in tax revenues over a ten-year period of time (beginning in FY 2017/2018) for road maintenance/repair. The League of Cities provided "Local Streets and Roads" projected revenues (based on State Department of Finance statewide revenue projections) to the City of Corning each year. Allocation amounts are budgeted each fiscal year.

STREET PROJECTS:

ONGOING STREET OVERLAY & RECONSTRUCTION PROJECTS:

Major projects are contemplated in the future to accommodate development or to otherwise improve infrastructure conditions or operations. These projects have been included in previous Capital Improvement Plans, the General Plan, the Tehama County Regional Transportation Plan and/or the Development Impact Fee Infrastructure Plan. Before constructing, plans for these projects are presented for Council consideration and action.

2023/2024 STREET CAPITAL IMPROVEMENTS:

NEAR-TERM CAPITAL IMPROVEMENT STREET PROJECTS:

Street Maintenance:

The street maintenance projects include chip sealing, microsurfacing, crack sealing and slurry sealing. The maintenance projects' focus on roads in need of minor repairs with the intention of extending the life of the roadways, at a less significant cost, that are not beyond the point of minor repairs. The proposed street maintenance projects are not listed in any order, each project will be reviewed and prioritized prior to seeking Council approval. The list of projects gets reevaluated each year. It is recommended to complete a city wide streets survey and analysis to assist with prioritizing streets projects based on need. Our estimate for the survey is \$50,000.

Street Repair/Reconstruction:

The street repair/reconstruction projects include either a grind and overlay or a full removal and reconstruction. The damage on these streets is beyond what can be repaired with typical maintenance. Street repairs/reconstruction is more costly resulting in a fewer number of projects being completed each fiscal year. The proposed street repair/reconstruction projects are not listed in any order, each project will be reviewed and prioritized prior to seeking Council approval.

St. Name/Location	Project Parameters	Year	Est. Cost
Almond Street Fig Street	Peach Street to Marguerite Ave Almond Street to Fig Lane	2023/2024	\$500,000
Almond Street	Second Street through Prune Street	2023/2024	\$500,000
Tehama Street	Third Street to Houghton Ave	2024/2025	\$630,000
Chicago Avenue	South Street to Fig Lane	2024/2025	\$475,000
First Street	Solano Street to Fig Lane	2026/2027	\$575,000
Toomes Avenue	Fig Lane to south City Limits	2028/2029	\$950,000
Oren Avenue Carona Avenue	Solano Street to Carona Avenue Oren Avenue to Stonefox Subdivision	2029/2030	\$630,000
Loleta Avenue	Toomes Avenue to HWY 99W	2029/2030	\$500,000

Total Near-Term Capital Improvement Street Projects: \$4,810,000

LONG-TERM CAPITAL IMPROVEMENT STREET PROJECTS:

Third Street Widening:

Third Street from the Northern City Limits to Solano Street is currently included in the Development Impact Fee Infrastructure Plan. The ultimate design for this street will likely require additional Right-of-Way (ROW) acquisition to obtain the proper road width for two traffic lanes with a continuous left turn pocket. Our estimate of this widening cost is about \$1,000,000.

Third Street-Solano Street Intersection Signalization Project:

This is one of nine signals included in the Development Impact Fee program. This will be a complicated signalization project due to the offset intersection and the adjacent railroad. The cost is estimated to be approximately \$550,000.

Highway 99-W Widening & Bridges from Solano Street to the South City Limits:

Highway 99-W is designated an "Arterial" street in the City's Circulation Element and the Highway 99-W Specific Plan. This project would include the widening of the roadway including

the Jewett and Burch Creek bridges. This project is included in the Development Impact Fee Infrastructure Plan.

The street has a 100' wide Right-of-Way (ROW). In 2006, staff determined the cost to widen the street in accordance with the Highway 99-W Specific Plan was prohibitive, due largely to the cost to underground the overhead electrical lines. That cost was then \$300/linear foot. Staff presented a revised cross-section and conceptual design that avoided undergrounding the overhead electrical lines on the east side of the highway and shifted the centerline of the roadway seven feet west. The "shifting" of the centerline also reduces the cost of bridge widening as the widening will occur only on one side (west) of the structures.

In 2007, the City Council adopted the revised cross section for this important arterial street. The revised cross section includes three lanes; one in each direction with a median left turn lane as well as acceleration/deceleration lanes and street side parkways (planter strips).

Since these improvements are included in the Development Impact Fee (DIF) Program, the City is collecting Development Impact Fees that will ultimately fund the project. Developers who front the old highway will be credited for the frontage improvements they complete as part of their respective projects. The most recent estimated cost to complete the street and bridge widening is about \$9 million.

The phone lines located on the west side of the highway will have to be undergrounded as development occurs. Instead of completing that work as individual undergrounding projects, in 2007, staff sought and received Council support to collect fees and complete the undergrounding as one comprehensive project. .

Kirkwood Road/Fig Lane to south City Limits Relocation:

This project would shift the Fig Lane-Kirkwood Road intersection to the east so that Kirkwood Road will align with Second Street. Participation, both in terms of a real property exchange, and relocation of employee parking by Bell Carter Foods would be required. Estimated Cost: \$1 million

Colusa Street Extension:

This project would extend the unconstructed portion of Colusa Street between East Street and the isolated eastern segment. Estimated cost: \$725,000.

Signalization of Additional Intersections:

The Development Impact Fee Infrastructure Plan projects the need for nine additional signaled intersections within the City limits. The date those signals will be required is dependent on how much and where growth occurs, and what the proposed traffic warrants. Since the plan's adoption, two of the nine signalization projects have been completed: South Avenue at Old 99-W, and Solano at Marguerite.

Each signalized intersection is projected to cost approximately \$500,000. The remaining six intersections that will eventually need to be signalized are:

1. Oren Avenue at Solano Street (Hoag Rd.)
2. Marguerite Avenue at Blackburn Avenue
3. Third Street at Blackburn Avenue
4. Solano Street at Houghton Avenue
5. Fig Lane at Highway 99-W

6. Fig Lane at Marguerite Avenue

Total projected cost is **\$3,000,000**.

Total Long-Term Capital Improvement Street Projects: \$15,275,000

2. WATER: (Budget Funds 7100 & 7420)

The City owns, operates, and maintains a municipal water system. The system pumps water from seven groundwater wells. In 2022 the City pumped approximately 787 million gallons of water for delivery to its customers and City use.

The current (2022/2023) annual budget for the Water division of the Public Works Department totals \$1,678,134. The Water Division operates as an Enterprise account, meaning the ratepayers fund the operation and maintenance of the system.

Those funds pay salaries, overtime, and benefits for the Public Works staff, as well as materials for water repairs, vehicle and equipment costs, electricity costs to power the pumps and equipment, water testing and chlorination costs, annual permits required to operate the system, incidental expenses, and water system improvements. That total also includes an annual debt loan for previous water system improvements.

The City also owns four other water wells that are currently inactive; two adjacent to the Petro truck stop, one at Houghton Avenue, near South Street and one in Woodson Park adjacent to Peach Street. All four of the wells will remain inactive and will not be put back online for various reasons.

City wells are monitored continuously and are checked on a daily basis with cleaning and inspections occurring monthly. Water samples are taken weekly as per State standards at twelve approved water sample sites in different locations throughout the City. At least three samples are taken weekly and delivered to a State Certified Laboratory for testing. Every year raw water samples are taken at each well site and tested for mineral content and any source of possible contamination. Water testing is regulated by the State Drinking Water Dept. and varies annually.

The Public Works Department provides an annual Consumer Confidence Report (CCR) to each service customer. The report provides information about the City's Water system and summarizes water quality information as required by guidelines set by the State Department of Health Services, Division of Drinking Water. The annual reports can be found at the City Website: www.corning.org as well as the State Waterboard Website under the City of Corning.

The following are major projects that are contemplated in the future to accommodate development or to otherwise improve infrastructure conditions or operations. Before constructing, plans for these projects are presented for Council consideration and action.

ONGOING WATER SYSTEM MAINTENANCE PROJECTS:

Water Meter Replacement Program:

In addition to the ongoing water system maintenance and repairs the City continues its water meter replacement program. Because the new "touch read" meters are more accurate than the older manual read meters. The proposed level of funding will replace about 100 meters annually. Recommended annual expenditure: **\$25,000**.

Fire Hydrant Replacement Program:

There are approximately 300 fire hydrants within the Corning City limits and many are in need of repairs due to normal wear and deterioration. Clow Wet Barrel fire hydrant plus valves are the Cities preferred hydrant and are estimated to be \$5,000 each. Recommended annual expenditure: **\$20,000.**

2023/2024 WATER CAPITAL IMPROVEMENTS:

NEAR-TERM CAPITAL IMPROVEMENT WATER PROJECTS:

Wells:

Due to the decommissioning of Well No. 005, as required by the State Water Board a new municipal water well will need to be constructed if the demand on the city water system increases. Estimated cost **\$1,250,000**

In addition to a new well the following water system improvement projects are anticipated in the near-term.

Well No. 002

Pump House Cooling (AC)		\$14,000
Flow Meter Replacement		\$10,500
Replace Pump house		\$91,000
Install Backup Generator		\$215,000*
	Total	\$330,500

* May be able to utilize existing generator from Well No. 005 to reduce cost.

Well No. 003

Motor/Valve Controls Replacement		\$9,500
	Total	\$9,500

Well No. 005

Abandon Existing Well		\$50,000
	Total	\$50,000

Well No. 008

Pump House Cooling (AC)		\$14,000
	Total	\$14,000

Well No. 009

Flow Meter Replacement		\$10,500
	Total	\$10,500

Well No. 010

Flow Meter Replacement		\$15,000
Pump House Cooling (AC)		\$13,500
	Total	\$28,500

Distribution Line Upgrades/Repairs:

Due to the age of the existing water main lines throughout the City it is important to replace or repair lines that have reoccurring breaks or leaks. This ongoing maintenance will help with

unanticipated ruptures and emergency repair work. The following are locations that need replacement in the near future:

1. 8" Water Main Replacement – Fig Lane from Clark Park to Pear Street **\$500,000**
2. 1" Water Main Replacement w/ 8" looped Water Main Fig Street @Solano St. to Marguerite Ave **\$200,000**

Total Near-Term Capital Improvement Water Projects: \$2,393,000

LONG-TERM WATER CAPITAL IMPROVEMENT PROJECTS:

A number of the City's long-term water projects are summarized in the Development Impact Fee Infrastructure Plan. Those projects include six new municipal water wells positioned throughout the City and the Sphere of Influence as growth occurs, with an average expected cost of up to **\$1,250,000** each for a total of **\$7,500,000**.

In addition to those well projects, that will occur as development demands, the following water system improvement projects are anticipated in the long-term. While these projects are included in the post10-year time horizon, changing conditions may warrant earlier delivery.

Well No. 001

Flow Meter Replacement		\$10,500
Pump House Cooling (AC)		\$13,500
Replace pump house		\$91,000
	Total	\$115,000

Well No. 003

Replace Pump House		\$91,000
	Total	\$91,000

Well No. 008

Replace Pump House		\$91,000
Install Backup Generator		\$215,000
	Total	\$306,000

Well No. 009

Water Lube Retrofit		\$27,500
Pump House Cooling (AC)		\$13,500
	Total	\$41,000

Well No. 010

HMI Replacement		\$8,500
Water Lube Replacement		\$27,500
	Total	\$36,000

Total Long-Term Capital Improvement Water Projects: \$8,089,000

3. SEWER, DRAINAGE & WASTEWATER TREATMENT PLANT: (Budget Funds 5000, 5200 & 5250)

The City owns, operates and maintains both municipal sanitary sewer and storm sewer (drainage) systems. The sanitary sewer system collects sewage effluent in underground sewer

pipes and delivers it for treatment at the City's Wastewater Treatment Plant (WWTP), located on a 46-acre site located about 4 miles east of the City on Gardiner Ferry Road. Note that the site is also utilized by Bell Carter Foods for their separate treatment facilities.

At the WWTP, the effluent is treated, dewatered and air dried. The dried residuals are disposed of at an out of County landfill facility. The treated liquids are discharged to the Sacramento River, just downstream of Woodson Bridge, from an outfall fixture the City shares with Bell Carter Foods treatment facility. The City renewed Waste Discharge Permit for the outfall in 2022. Those permits are issued and closely monitored by the State Regional Water Quality Control Board.

The storm sewer system collects runoff from throughout the City and delivers it via above and below ground facilities to the three primary drainages that affect Corning; Blackburn Moon Drain, Jewett Creek and Burch Creek. The City does not currently treat storm runoff prior to discharging into those streams. Note that some larger communities are required to pre-treat those waters before discharging as part of their overall Waste Discharge Permits.

Ongoing Sewer, WWTP and Storm Sewer System Maintenance Projects:

The 2022/2023 budget for the sewer system, including the Wastewater Treatment Plant, collection system, and improvements was \$1,443,250. The Sewer Division operates as an Enterprise fund, meaning the ratepayers fund the operation and maintenance of the system.

Each year the storm drain lines are cleaned by contract with Inframark. California Department of Forestry and Fire Protection (Cal Fire) inmates from Salt Creek Camp clean the creek drainage channels in the City every year. Employees from Public Works clean the remaining drainage courses.

To assure that our facility is properly maintained and updated, we typically budget \$75,000/year for Capital Improvements/repairs at the WWTP.

2023/2024 SEWER CAPITAL IMPROVEMENTS:

NEAR-TERM SEWER, DRAINAGE & WWTP CAPITAL IMPROVEMENT PROJECTS:

Sodium Bisulfite Feed System (Gas to Liquid Conversion)	FY 23/24	\$150,000
Sodium Hypochlorite Feed System (Gas to Liquid Conversion)	FY 23/24	\$140,000
Repair deteriorating asphalt in the EQ Basin	FY 24/25	Waiting on #
Future improvements to sewer lift station.	FY 25/26	\$15,000
Replace Generator at sewer lift station	FY 24/25	\$250,000
Televise Sewer Lines every eight years.	FY 24/25	\$60,000
Connect Marguerite Ave. and 1 st Street w/10" sewer line on Blackburn Ave.	FY 26/27	\$280,000
	Total	\$956,500

LONG-TERM SEWER, DRAINAGE & WWTP CAPITAL IMPROVEMENT PROJECTS:

Southeast drainage study		\$56,000
Edith Ave./Hwy. 99-W Storm drain		\$359,000
Highway 99-W Drainage Engineering		\$39,000
Extend Sewer main line on South Ave from Houghton		\$550,000

Avenue to 99-W		
Extend Sewer main line from South Avenue north on Toomes to Loleta		\$1,000,000
Extend Sewer main line on Toomes Ave from Loleta Avenue to Fig Lane.		\$331,000
Extend Sewer main line on Marguerite Avenue to the Airport w/lift Station.		\$358,000
Extend Sewer main line on Marguerite Avenue, Chestnut to Fig Lane.		\$110,000
	Total	\$2,803,000

Multi-Jurisdictional Hazard Mitigation Plan; 2017 Plan Update:

During 2017, Tehama County Public Works teamed up with the Cities of Corning, Red Bluff and Tehama to perform a 5-year plan update. Within the Plan, areas are listed throughout the City identified for flood mitigation measures. The below listed storm drain improvements are provided from the Hazard Mitigation Plan.

1. Construct storm drain improvements on Toomes Avenue between Blackburn Avenue to Jewett Creek.
2. Construct storm drain improvements on Edith Avenue from Blackburn Avenue to Jewett Creek.
3. Construct storm drain improvements to reduce localized flooding on Fig Lane & Chicago between the RR tracks and West Street.
4. Upgrade/Reconstruct portions of storm drain system to include Blackburn and Third Street culverts.
5. Conduct a study of solution options and regulatory studies for increasing drain capacity under the RR bridges at Burch Creek & Jewett Creek
6. Conduct a feasibility study to mitigate drainage and flood hazards through development/construction of a retention basin.
7. Upgrade/replace or construct new drainage infrastructure for undersized dry wells across the City.
8. Develop a hazard tree replacement and care program.
9. Develop alternative sources/additional wells for water supply for residents.
10. Continue to enforce the Burning Regulations and Weed Abatement Program.
11. Upgrade City Council Chambers electrical and communications systems to accommodate an Emergency Response Center (EOC)

The City would be eligible to apply for the Pre-Disaster Mitigation Grant Program (PDM) to mitigate these local areas of flooding concerns. FEMA solicits for grant applications annually, traditionally in July. The costs associated with these improvements are unknown at this time.

4. PARKS: (Budget Fund 6100)

The City owns and maintains nine separate park properties totaling 36.67 acres. The parks provide an assortment of recreational, open space, picnic and leisure facilities, including tennis and basketball courts, softball and baseball fields, a swimming pool, playground equipment, a rodeo arena, a skateboard/bike park and two soccer fields.

The City's parks and their respective acreages are:

Clark Park	10 acres
Yost Park	2.57 acres
Northside Park	2.46 acres
Woodson Park	2.06 acres
Flournoy Park and Senior Center	0.70 acres
Martini Plaza	0.16 acres
Children's Park	0.16 acres
Corning Community Park	8.52 acres
Lennox Fields	10.04 acres

In the Development Impact Fee (DIF) Infrastructure Plan, the City adopted an objective of 5 acres/1000 residents. To accomplish this, the City collects Development Impact Fees on new residences and businesses that will fund parkland property acquisition and development and fund the development of a Community Center facility. Corning's current ratio is about 5.25 acres/1000 residents.

The City of Corning's pool is located at Northside Park. The facility houses two swimming pools.

PROJECTS:

2023/2024 PARK CAPITAL IMPROVEMENTS:

NEAR-TERM PARKS CAPITAL IMPROVEMENT PROJECTS:

Funding Source	Description	Timeline	Estimated Cost
General Fund Reserves	Demo/Refurbish Restrooms at Woodson Park	FY 23/24	\$75,000-\$175,000
General Fund Reserves	Replace picnic tables at Woodson Park	FY 23/24	\$27,500
General Fund Reserves	Refurbish restrooms at Yost Park	FY 24/25	\$75,000
General Fund Reserves	New lighting for Clark Park Little League field	FY 24/25	\$425,000
General Fund Reserves	New lighting for Yost Park ball field	FY 25/26	\$255,000

Total Near-Term Parks Capital Improvement Projects: \$957,500

LONG-TERM PARKS CAPITAL IMPROVEMENT PROJECTS:

Clark Park Expansion:

Expansion of Clark Park could be accomplished through the purchase of the ten acres of bare ground located immediately east of the Park. This would double the size of Clark Park. Should this property be purchased it would allow for the construction of additional playing fields that could include a soccer field and a field for Youth Football practice and games. A Corning Junior Rodeo Association member has suggested that should this happen, they could move the rodeo arena to the far east corner of the property and away from the athletic fields. This would require help from the Public Works Department to help them relocate. Property costs have

varied considerably over the last few years. Estimated purchase cost is between \$500,000-\$1,000,000 plus field construction costs.

Total Long-Term Parks Capital Improvement Projects: \$1,000,000

5. AIRPORT: (Budget Fund 3500)

The City owns and operates Corning Municipal Airport.

Ongoing building and grounds maintenance:

The proposed budget for the Airport is \$25,000.

2023/2024 AIRPORT CAPITAL IMPROVEMENTS:

NEAR-TERM AIRPORT CAPITAL IMPROVEMENT PROJECTS:

Annually the City of Corning submits upcoming projects to the FAA as part of the Airport Capital Improvement Plan (ACIP) for Federal funding. The City of Corning receives \$150,000 in entitlement funds annually to complete Capital Improvement and Planning Projects.

Rehabilitate Runway 35 PAPI System (2023/2024)

The existing PAPI system has been misaligned due to storm drain erosion. The proposed project would fix the storm drain problems and realign the PAPI system. The estimate to complete this work is \$122,222.

Runway, Taxiway and Apron Rehabilitation Project (2023/2024)

This project would repair the existing cracking in the runway and aprons, replace the markings on the runway and apron and reconstruction the shoulders to prevent erosion. The estimate to complete this work is \$331,000.

Total Near-Term Airport Capital Improvement Projects: **\$453,222 (Grant funded w/ 10% City Match)**

LONG-TERM AIRPORT CAPITAL IMPROVEMENT PROJECTS:

The current Airport Improvement Plan envisions development of a small industrial park around the south and east sides of the new apron. That development is hampered by the absence of sewer and water services. Extending those services will be expensive, particularly for the sewer line, which will require a lift station. Cost estimate **\$750,000**

6. BUILDING MAINTENANCE: (Various Budget Funds)

Building Maintenance provides for Capital Improvement and significant repairs to City buildings. These buildings are City Hall, Police Department, Fire Department, Corporation Yard, Senior Center, Transportation Center, Blackburn House, Airport Buildings and Library. The formal bid process is utilized for all Capital Improvement Projects.

Staff will prioritize ADA improvement projects based on the City's ADA Site Accessibility Evaluation of all City Buildings. City Staff anticipates making the smaller improvements, but larger projects will be considered Capital Projects. Recommended annual expenditure: **\$25,000.**

2023/2024 BUILDING MAINTENANCE CAPITAL IMPROVEMENTS:

NEAR-TERM BUILDING MAINTENANCE AND EXPANSION:

Council Chambers & Kitchen Flooring Replacement and IT Improvements	FY 23/24	\$50,000
Library restroom remodel	FY 23/24	\$80,000
Library heating and AC replacement	FY 24/25	\$80,000
Total of Near-Term Building Maintenance/Improvements		\$160,000

LONG-TERM BUILDING MAINTENANCE AND EXPANSION CAPITAL IMPROVEMENT COSTS:

Building/Facility Expansion:

As the City grows, there will be a need for additional personnel, equipment and office space to serve the citizens of the City. The floor space of the current buildings is limited. Additional building and office area will need to be provided.

The City Development Impact Fee (DIF) Program collects fees to provide for the needs of expanded water, sewer, parks and transportation facilities to accommodate the City's growth. However, the program does not account for expanded office needs at City Hall, or for the expansion of the Police or Fire Departments. There have been some preliminary discussions about relocating the Police Department to another building.

642 Blackburn Avenue (APN: 075-080-29):

The property is currently improved with a single-family dwelling that is used as a rental home. In past years, Staff discussed the idea of relocating the Public Works Corporation Yard to this location. The idea has recently been tabled due to the close proximity of the High School which could present inconvenient accessibility issues during school hours/days.

The following projects are recommended for completion under Long-Term Building Maintenance/Improvements. No funding source has been identified for these projects. Potential funding could possibly include USDA Facilities Loan or General Fund reserves.

Relocation of Police Department		\$1,100,000
Relocation of Corporation Yard		\$1,100,000
Total of Long-Term Building Maintenance/Improvements		\$2,200,000

7. FLEET MAINTENANCE:

2023/2024 VEHICLE/EQUIPMENT REPLACEMENT CAPITAL IMPROVEMENTS:

Public Works Vehicle Replacement:

As they age and deteriorate, all vehicles and equipment must be replaced. This report will address only the replacement of Public Works vehicles and equipment. Other Department vehicles will be addressed in their Department CIP's. Please refer to the Capital Improvement Equipment Replacement Spreadsheet (Exhibit A). The spreadsheet is a replacement schedule that shows the current inventory of Public Works vehicles and motorized equipment and the respective replacement costs. Vehicles requested to be replaced in each fiscal year are highlighted in yellow. To address inflation, the replacement costs are incrementally increased based on the Consumer Price Index for the Urban West. These are the amounts the City should allocate to achieve replacement.

Sewer Line Camera

Public Works staff perform minor sewer line repairs on an as needed basis. The proposed camera would allow them to locate the blockage and determine the best method for repair prior

to digging the line up and exposing it. This would be a new piece of equipment for our staff.
Estimated Cost **\$10,000**

Utility Line Locator

When residents call USA North (811) Public Works staff is required to locate all City sewer, water and storm drain utilities in the areas marked to be disturbed. The existing line locator is nearing the end of its life and without this locator staff would not be able to perform the requested clearances for USA as required. This would be a replacement of an existing piece of equipment for our staff. Estimated Cost **\$10,000**

Trailer

A new trailer to haul the mower used at the parks is proposed to be purchased to replace the existing trailer that is old and requires more repairs than it would cost to replace the trailer.
Estimated Cost **\$10,000**

F350 Flatbed Truck (Unit 6)

A new F350 flatbed truck is proposed to be purchased to replace the flatbed truck (2001 Ford F650 #6). This truck is shared between the water, sewer and streets departments,
Estimated Cost **\$75,000**