



**CITY OF CORNING  
CITY COUNCIL MEETING AGENDA  
TUESDAY, AUGUST 8, 2023  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

This is an Equal Opportunity Program; Federal Law prohibits discrimination. 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](mailto: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, AND PRESENTATIONS:**

Police Chief Jeremiah Fears: Introduction of New Police Sergeant.

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

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

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Approve the Minutes of the July 25, 2023 City Council Closed Session and Regular Meetings with any necessary corrections.
3. August 3, 2023 Claim Warrant in the amount of \$1,003,823.36.
4. August 3, 2023 Business License Report.
5. July 2023 Wages & Salaries: \$415,076.45.
6. July 2023 Treasurer's Report.
7. July 2023 Building Permit Valuation Report in the amount of \$4,141,605.
8. July 2023 City of Corning Wastewater Operations Summary Report.
9. Authorize payment of invoice #001 to Pavement Coatings Co. in the amount of \$81,407.91 for the Jennings Heights Subdivision Road Maintenance and Rehabilitation Project.
10. Authorize payment of Invoice #1 to Builder Solutions, Inc. in the amount of \$61,079.30 for the West Street School Connectivity Project.
11. Authorize payment of Invoice #1 to Builder Solutions, Inc. in the amount of \$108,435.51 for the Olive View School Connectivity Project.

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

I. **PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

12. Waive the formal bid process as exempt per City Municipal Code Section 3.12.082.4; authorize purchase/installation of custom surfacing for the ADA carousel at Northside Kiddie Park; and authorize appropriation of \$28,543.82 from City General Fund Reserves for this unbudgeted purchase.
13. Approve the Utility Easement Agreement between the City and the Corning Elementary School District and authorize the City Clerk to record the Agreement.
14. Approve Agreement with the Paskenta Band of Nomlaki Indians for continuation of Grant Funds in the amount of \$70,000 for the Youth Recreation & Enrichment Program.
15. Request City Council direction on extension of Pool Season to August 31, 2023.

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**

**L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:**

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

Demo:

Valerio:

Hargens:

Lomeli:

Snow:

**N. ADJOURNMENT:**

**POSTED: FRIDAY, AUGUST 4, 2023**



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

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A. **CALL TO ORDER:** 6:00 p.m.

B. **ROLL CALL:**

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

**Mayor:** Robert Snow

All members of the City Council were present except Councilor Lomeli.

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:**

D. **REGULAR AGENDA:**

1. **Conference with Real Property Negotiations (§ 54956.8):**

- **Property:** Hangar #2 at Corning Municipal Airport
- **Agency Negotiator:** Interim City Manager Tim Potanovic
- **Negotiating Parties:** Sidney Loewen and City
- **Under Negotiation:** Purchase and Lease

2. **Discussion on Proposition 68 Grant. This item was removed from the Agenda.**

E. **ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:** 6:30 p.m. Mayor Snow reported that the City Council provided Staff with direction regarding Item 1 on the Closed Session.



**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, JULY 25, 2023  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

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

All members of the City Council were present.

**C. PLEDGE OF ALLEGIANCE: Led by the City Manager.****D. INVOCATION: Led by Councilwoman Shelly Hargens.****E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:****F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:**

Brooke Smith asked the status on the vacant lot where the former Kaufman Building; Council and Staff responded.

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

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve Minutes of the July 11, 2023 City Council Meeting with any necessary corrections.
3. July 20, 2023 Claim Warrant in the amount of \$546,184.60.
4. July 20, 2023 Business License Report.
5. Authorize payment of invoice #24914 in the amount of \$3,465.58 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services for work completed between June 1, 2023 and June 30, 2023.
6. Authorize payment of invoice #24915 in the amount of \$3,346.18 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services for work completed between June 1, 2023 and June 30, 2023.

Councilor Valerio moved to approve Consent Items 1-6; Councilor Demo seconded the motion.

**Ayes:** Snow, Demo, Valerio, and Hargens. **Absent:** Lomeli. **Abstain/Opposed:** None. Motion was approved by a 4-0 vote with Lomeli absent.

**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: None.****M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).**

**Demo:** Stated he had no meetings and thanked the Police Department for their assistance on the fire today.

**Valerio:** Asked about Cooling Centers in the City; he was informed that currently we have none; in the past the Library was used.

**Hargens:** None

**Lomeli:** Absent

**Snow:** None

**N. ADJOURNMENT: 7:36pm**


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Lisa M. Linnet, City Clerk



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** August 2, 2023

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday August 8, 2023 Council Meeting

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

|    |                       |                 |    |            |
|----|-----------------------|-----------------|----|------------|
| A. | Cash Disbursements    | Ending 07-31-23 | \$ | 206,936.69 |
| B. | Payroll Disbursements | Ending 07-31-23 | \$ | 745,437.16 |
| C. | Cash Disbursements    | Ending 08-02-23 | \$ | 51,449.51  |

**GRAND TOTALS** 1,003,823.36

REPORT.: Jul 31 23 Monday  
 RUN...: Jul 31 23 Time: 15:14  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-23 thru 07-23 Bank Account.: 1020

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

| Check Number             | Check Date | Vendor Number | Name                      | Net Amount                       | Invoice #                            | Description  |
|--------------------------|------------|---------------|---------------------------|----------------------------------|--------------------------------------|--|
| 035452                   | 07/21/23   | JOB01         | JOB TRAINING CENTER       | 41631.20<br>63652.56             | 6918<br>6923                         | JOB TRAINING CTR-PROP 47 (2)<br>JOB TRAINING CTR-PROP 47 (2)   |
| Check Total.....:        |            |               |                           | 105283.76                        |                                      |  |
| 035453                   | 07/24/23   | PEC00         | BECKHAM & MCKENNEY        | 9333.33                          | #2                                   | PROF SVCS-GEN CITY   |
| 035454                   | 07/25/23   | COR2A         | CORNING MINI STORAGE      | 75.00                            | 34959                                | MAT & SUPPLIES-REC   |
| 035455                   | 07/28/23   | ARA02         | ARAMARK UNIFORM SERVICES  | 88.05<br>88.05<br>88.05<br>88.05 | 333933<br>339744<br>345702<br>351392 | MAT & SUPPLIES-BLD MAINT<br>MAT & SUPPLIES-BLD MAINT<br>MAT & SUPPLIES-BLD MAINT<br>MAT & SUPPLIES-BLD MAINT |
| Check Total.....:        |            |               |                           | 352.20                           |                                      |  |
| 035456                   | 07/28/23   | COM01         | COMPUTER LOGISTICS, INC   | 3720.00                          | 84375                                | EQUIP MAINT-   |
| 035457                   | 07/28/23   | COR08         | CORNING LUMBER CO INC     | 467.59                           | 230725                               | MAT & SUPPLIES-  |
| 035458                   | 07/28/23   | DEP12         | DEPT OF JUSTICE           | 35.00                            | 664977                               | PROF SVCS-POLICE   |
| 035459                   | 07/28/23   | EMP04         | EMPLOYERS INVESTIGATIVE S | 901.64<br>692.36                 | 5050662<br>5050663                   | PROF SVCS-POLICE<br>PROF SVCS-POLICE   |
| Check Total.....:        |            |               |                           | 1594.00                          |                                      |  |
| 035460                   | 07/28/23   | EVE07         | EVERGREEN JANITORIAL SUPP | 297.53                           | 63371                                | MAT & SUPPLIES-PARKS   |
| 035461                   | 07/28/23   | GRA02         | GRAINGER, W.W., INC       | 60.17                            | 978181345                            | SMALL TOOLS-   |
| 035462                   | 07/28/23   | HOM03         | HOME DEPOT                | 129.17<br>129.17<br>386.32       | 3148030<br>3337961<br>5973438        | MAT & SUPPLIES-PARKS<br>MAT & SUPPLIES-PARKS<br>MAT & SUPPLIES-BLD MAINT                                     |
| Check Total.....:        |            |               |                           | 644.66                           |                                      |  |
| 035463                   | 07/28/23   | INL01         | INLAND BUSINESS SYSTEMS   | 208.56                           | IN3585423                            | COMMUNICATIONS-  |
| 035464                   | 07/28/23   | PAC29         | PACE ANALYTICAL SERVICES, | 220.16                           | 230634028                            | PROF SVCS-WTR DEPT   |
| 035465                   | 07/28/23   | PAV00         | PAVEMENT COATINGS CO.     | 81407.91                         | 002                                  | 2020 STREET PROJ-JENNINGS HEIGHTS STREET PROJ  |
| 035466                   | 07/28/23   | SCH01         | LES SCHWAB TIRE CENTER    | 1284.74<br>85.00                 | 00476511<br>00477138                 | VEH OP/MAINT-POLICE<br>VEH OP/MAINT-ACO  |
| Check Total.....:        |            |               |                           | 1369.74                          |                                      |  |
| 035467                   | 07/28/23   | UND01         | UNDERGROUND SERVICE ALERT | 1438.93<br>503.08                | 202311371<br>23USB1137               | USA SERV ALERTS-STR<br>USA SERV ALERTS-STR   |
| Check Total.....:        |            |               |                           | 1942.01                          |                                      |  |
| 035468                   | 07/28/23   | USA01         | USA BLUE BOOK             | 267.22<br>285.11<br>122.92       | 78177<br>78307<br>78310              | MAT & SUPPLIES-POOL<br>MAT & SUPPLIES-WTR<br>MAT & SUPPLIES-WTR  |
| Check Total.....:        |            |               |                           | 675.25                           |                                      |  |
| 035469                   | 07/28/23   | XER00         | XEROX CORPORATION         | 23.37                            | 019312058                            | EQUIP MAINT-DISPATCH   |
| 035470                   | 07/31/23   | LEE00         | LEE, JACQUELINE PATTON    | 150.00                           | 230729                               | REC INSTRUCTOR-REC   |
| 035471                   | 07/31/23   | \C117         | JUAN CAZAREZ              | 74.00                            | 000C30701                            | MQ CUSTOMER REFUND FOR CAZ0001   |
| 035472                   | 07/31/23   | \F049         | DANIEL FACCA              | 12.53                            | 000C30701                            | MQ CUSTOMER REFUND FOR FAC0001   |
| 035473                   | 07/31/23   | \P062         | DAVID & MARIE PEASE       | 102.79                           | 000C30701                            | MQ CUSTOMER REFUND FOR PEA0024   |
| 035474                   | 07/31/23   | \W051         | RONALD WOMACK             | 70.00                            | 000C30701                            | MQ CUSTOMER REFUND FOR WOM0009   |
| Cash Account Total.....: |            |               |                           | 208119.56                        |                                      |  |

REPORT.: Jul 31 23 Monday  
 RUN...: Jul 31 23 Time: 15:14  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 07-23 thru 07-23 Bank Account.: 1025

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

| Check Number              | Check Date | Vendor Number | Name                      | Net Amount | Invoice # | Description         |
|---------------------------|------------|---------------|---------------------------|------------|-----------|---------------------|
| 13732                     | 07/31/23   | EDD01         | EMPLOYMENT DEVELOPMENT    | -217.19    | C30329u   | Ck# 013732 Reversed |
|                           |            |               |                           | -46.28     | 1C30329u  | Ck# 013732 Reversed |
| Check Total.....:         |            |               |                           | -263.47    |           |                     |
| 13733                     | 07/31/23   | FED00         | FEDERAL PAYROLL TAXES (EF | -275.90    | C30329u   | Ck# 013733 Reversed |
|                           |            |               |                           | -521.52    | 1C30329u  | Ck# 013733 Reversed |
|                           |            |               |                           | -121.98    | 2C30329u  | Ck# 013733 Reversed |
| Check Total.....:         |            |               |                           | -919.40    |           |                     |
| Cash Account Total.....:  |            |               |                           | -1182.87   |           |                     |
| Total Disbursements.....: |            |               |                           | 206936.69  |           |                     |
| Cash Account Total.....:  |            |               |                           | .00        |           |                     |

REPORT.: Jul 31 23 Monday  
 RUN....: Jul 31 23 Time: 15:14  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment (#)  
 Check Listing for 07-23 thru 07-23 Bank Account.: 1025

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

| Check Number | Check Date | Vendor Number | Name                      | Net Amount                           | Invoice #                               | Description   |
|--------------|------------|---------------|---------------------------|--------------------------------------|---|---|
| 13950        | 07/27/23   | BAN03         | POLICE OFFICER ASSOC.     | 200.00                               | C30727                                  | POLICE OFFICER ASSOC  |
| 13951        | 07/27/23   | EDD01         | EMPLOYMENT DEVELOPMENT    | 6118.69<br>1494.80                   | C30727<br>1C30727                       | STATE INCOME TAX<br>SDI   |
|              |            |               | Check Total.....:         | 7613.49                              |   |   |
| 13952        | 07/27/23   | FED00         | FEDERAL PAYROLL TAXES (EF | 17191.02<br>20720.54<br>4845.92      | C30727<br>1C30727<br>2C30727            | FEDERAL INCOME TAX<br>FICA<br>MEDICARE  |
|              |            |               | Check Total.....:         | 42757.48                             |   |   |
| 13953        | 07/27/23   | MIS03         | MISSIONSQUARE - PLAN#3020 | 1693.84<br>160.00                    | C30727<br>1C30727                       | MISSIONSQUARE 457<br>MISSIONSQUARE 457 ER                                       |
|              |            |               | Check Total.....:         | 1853.84                              |   |   |
| 13954        | 07/27/23   | PERS1         | PUBLIC EMPLOYEES RETIRE   | 645075.50                            | C30727                                  | PERS PAYROLL REMITTANCE   |
| 13955        | 07/27/23   | PERS4         | Cal Pers 457 Def. Comp    | 2049.41<br>325.00                    | C30727<br>1C30727                       | PERS DEF. COMP.<br>PERS DEF. COMP. ER P   |
|              |            |               | Check Total.....:         | 2374.41                              |   |   |
| 13956        | 07/27/23   | VAL06         | VALIC                     | 2354.82<br>202.50                    | C30727<br>1C30727                       | AIG VALIC P TAX<br>AIG VALIC P TAX ER P   |
|              |            |               | Check Total.....:         | 2557.32                              |   |   |
| 13957        | 07/31/23   | AFL01         | AFLAC                     | 923.10<br>117.24                     | C30731<br>1C30731                       | AFLAC INS.PRE TAX<br>AFLAC INS.AFTER TAX  |
|              |            |               | Check Total.....:         | 1040.34                              |   |   |
| 13958        | 07/31/23   | BLU02         | BLUE SHIELD OF CALIFORNIA | 12412.09                             | C30731                                  | MEDICAL INSURANCE   |
| 13959        | 07/31/23   | EDD01         | EMPLOYMENT DEVELOPMENT    | .00<br>1.69                          | C30731<br>1C30731                       | STATE INCOME TAX<br>SDI   |
|              |            |               | Check Total.....:         | 1.69                                 |   |   |
| 13960        | 07/31/23   | FED00         | FEDERAL PAYROLL TAXES (EF | .00<br>23.30<br>5.46                 | C30731<br>1C30731<br>2C30731            | FEDERAL INCOME TAX<br>FICA<br>MEDICARE  |
|              |            |               | Check Total.....:         | 28.76                                |   |   |
| 13961        | 07/31/23   | OEU01         | OPERATING ENGINEERS #3    | 24761.00                             | C30731                                  | MEDICAL INSURANCE   |
| 13962        | 07/31/23   | OEU02         | OPERATING ENG. (DUES)     | 340.00<br>544.00<br>567.00<br>945.00 | C30731<br>1C30731<br>2C30731<br>3C30731 | UNION DUES MGMNT<br>UNION DUES POLICE<br>UNION DUES DISPATCH<br>UNION DUES-MISC |
|              |            |               | Check Total.....:         | 2396.00                              |   |   |
| 13963        | 07/31/23   | PERS1         | PUBLIC EMPLOYEES RETIRE   | .00                                  | C30731                                  | PERS PAYROLL REMITTANCE   |
| 13964        | 07/31/23   | PRI04         | PRINCIPAL LIFE INSURANCE  | 1439.95<br>176.49<br>748.80          | C30731<br>1C30731<br>2C30731            | DENTAL INSURANCE<br>VISION INSURANCE<br>LIFE INSURANCE                          |
|              |            |               | Check Total.....:         | 2365.24                              |   |   |
|              |            |               | Cash Account Total.....:  | 745437.16                            |   |   |
|              |            |               | Total Disbursements.....: | 745437.16                            |   |   |



REPORT.: Aug 02 23 Wednesday  
 RUN...: Aug 02 23 Time: 14:46  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-23 thru 08-23 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Name                      | Net Amount | Invoice #  | Description  |
|--------------|------------|---------------|---------------------------|------------|------------|--|
| 035475       | 08/01/23   | COR07         | CORBIN WILLITS SYSTEMS, I | 784.77     | 000C308011 | EQUIP MAINT-FINANCE                                |
| 035476       | 08/01/23   | COR09         | CORNING CHAMBER OF COMM.  | 1000.00    | 000C308011 | CngChamberComm. Economic                           |
| 035477       | 08/01/23   | MOO07         | MOORE & BOGENER, INC.     | 5525.00    | 000C308031 | CONSULTING SVCS-LGL SVCS                           |
| 035478       | 08/01/23   | NEL00         | NELSON, JEFFREY NEIL      | 54.70      | 000C308011 | PROF SVCS-FIRE DEPT                                |
| 035479       | 08/01/23   | OCH01         | OCHOA CLEANING            | 4655.00    | 000C308011 | JANITORIAL SERVICES-                               |
| 035480       | 08/01/23   | PIT01         | PITNEY BOWES              | 183.80     | 000C308011 | Rents/Leases Finance Dept                          |
| 035481       | 08/01/23   | SCH16         | SCHLERETH, DAYMON WAYNE   | 104.70     | 000C308011 | PROF SVCS-FIRE DEPT                                |
| 035482       | 08/01/23   | QUI02         | QUILL CORPORATION         | 202.17     | 33579729   | OFFICE SUPPLIES-FIRE                               |
|              |            |               |                           | 74.99      | 33627372   | MAT & SUPPLIES-FIRE                                |
|              |            |               | Check Total.....:         | 277.16     |            |  |
| 035483       | 08/01/23   | ATT02         | AT&T                      | 501.88     | 20282956   | COMMUNICATIONS-                                    |
| 035484       | 08/01/23   | BDI00         | BDI                       | 151.01     | 950323361  | MAT & SUPPLIES-                                    |
| 035485       | 08/01/23   | BEC02         | BECKWITH, KARA            | 37.50      | 7/27/2023  | MAT & SUPPLIES-POOL                                |
| 035486       | 08/01/23   | CAM02         | FERGUSON ENTERPRISES INC. | 1973.72    | 1801538    | MAT & SUPPLIES-WTR                                 |
| 035487       | 08/01/23   | DM001         | DM-TECH                   | 119.90     | 202308011  | COMMUNICATIONS-GEN CITY                            |
| 035488       | 08/01/23   | EVE07         | EVERGREEN JANITORIAL SUPP | 195.46     | 63492      | MAT & SUPPLIES-PARKS                               |
| 035489       | 08/01/23   | GRE06         | GREG'S HEATING & A/C      | 485.00     | 25491      | BLD MAINT-TRANS FAC                                |
| 035490       | 08/01/23   | LNC01         | LN CURTIS & SONS          | 263.84     | INV731476  | SAFETY ITEMS-FIRE                                  |
| 035491       | 08/01/23   | MIS01         | MISSION LINEN SUPPLY      | 77.80      | 519688957  | MAT & SUPPLIES-STR                                 |
| 035492       | 08/01/23   | PAC29         | PACE ANALYTICAL SERVICES, | 220.16     | 230659328  | PROF SVCS-WTR DEPT                                 |
|              |            |               |                           | 92.37      | 230659528  | PROF SVCS-WTR DEPT                                 |
|              |            |               | Check Total.....:         | 312.53     |            |  |
| 035493       | 08/01/23   | PGE04         | PG&E                      | 614.03     | 230730     | TranspFacility-                                    |
| 035494       | 08/01/23   | PGE2A         | PG&E                      | 144.18     | 230726     | ELECT-CORNING COMMUNITY PARK                       |
|              |            |               |                           | 84.85      | 230728     | ELECT-MARTINI PLAZA                                |
|              |            |               |                           | 218.15     | 230728A    | ELECT-MCDONALD, CASSANDRA, SALADO & TOOMES AVE     |
|              |            |               | Check Total.....:         | 447.18     |            |  |
| 035495       | 08/01/23   | PGE2B         | PG&E                      | 10353.65   | 230726     | ELECT-WWTP   |
| 035496       | 08/01/23   | QUI02         | QUILL CORPORATION         | 362.21     | 33606433   | MAT & SUPPLIES-                                    |
|              |            |               |                           | 24.34      | 33627779   | MAT & SUPPLIES-BLD MAINT                           |
|              |            |               |                           | 11.84      | 33630500   | OFFICE SUPPLIES-PW ADMIN                           |
|              |            |               | Check Total.....:         | 398.39     |            |  |
| 035497       | 08/01/23   | RON03         | RON DUPRATT FORD          | 24.64      | 408182     | VEH OP/MAINT-WTR                                   |
|              |            |               |                           | 59.19      | 408184     | VEH OP/MAINT-POLICE                                |
|              |            |               |                           | 524.02     | 412718     | VEH OP/MAINT-ACO                                   |
|              |            |               |                           | -152.66    | CM369489C  | VEH OP/MAINT-POLICE                                |
|              |            |               | Check Total.....:         | 455.19     |            |  |
| 035498       | 08/01/23   | SCP00         | SCP DISTRIBUTORS LLC      | 4494.75    | SN104001   | MAT & SUPPLIES-POOL                                |
|              |            |               |                           | -1450.00   | SN104178C  | MAT & SUPPLIES-                                    |
|              |            |               | Check Total.....:         | 3044.75    |            |  |
| 035499       | 08/01/23   | TEH11         | TEHAMA CO TAX COLLECTOR   | 425.26     | 230728     | TAXES-AIRPORT                                      |
| 035500       | 08/02/23   | AIR00         | AIRGAS USA, LLC           | 85.08      | 550137021  | MAT & SUPPLIES-FIRE                                |
| 035501       | 08/02/23   | ECO05         | ECORP CONSULTING, INC.    | 4117.50    | 100700     | PROF SVCS-PLANNING                                 |
| 035502       | 08/02/23   | NAP01         | NAPA AUTO PARTS           | 337.95     | 230725     | VEH OP/MAINT-                                      |
| 035503       | 08/02/23   | PGE00         | PG&E                      | 279.72     | 230731     | CDBG CV2&3-ASST-EMERGENCY RESP (ELLALINE MARTINEZ) |
| 035504       | 08/02/23   | SOU06         | SOUTH AVENUE ACE          | 1825.04    | 230727     | MAT & SUPPLIES-                                    |
| 035505       | 08/02/23   | SPR01         | SPRING MOUNTAIN APTS      | 775.00     | 230731     | CDBG CV2&3-ASST-EMERGENCY RESP (ELLALINE MARTINEZ) |
|              |            |               |                           | 1175.00    | 230801     | CDBG CV2&3-ASST-EMERGENCY RESP (ELLALINE MARTINEZ) |
|              |            |               |                           | 65.00      | 230801W    | CDBG CV2&3-ASST-EMERGENCY RESP (ELLALINE MARTINEZ) |
|              |            |               | Check Total.....:         | 2015.00    |            |  |
| 035506       | 08/02/23   | VAL11         | VALLEY PACIFIC PETROLEUM  | 288.22     | 23-654096  | VEH OP/MAINT-FIRE                                  |
|              |            |               |                           | 88.69      | 23-654097  | VEH OP/MAINT-BLD & SAFETY                          |
|              |            |               | Check Total.....:         | 376.91     |            |  |
| 035507       | 08/02/23   | ATT15         | AT&T MOBILITY             | 688.47     | 230719     | COMMUNICATIONS-                                    |

REPORT.: Aug 02 23 Wednesday  
 RUN...: Aug 02 23 Time: 14:46  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 08-23 thru 08-23 Bank Account.: 1020

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

| Check Number | Check Date | Vendor Number | Name                      | Net Amount | Invoice # | Description             |
|--------------|------------|---------------|---------------------------|------------|-----------|-------------------------|
| 035508       | 08/02/23   | EMP04         | EMPLOYERS INVESTIGATIVE S | 2198.26    | 5050664   | PROF SVCS-POLICE        |
| 035509       | 08/02/23   | LEX00         | LEXIPOL, LLC              | 2849.05    | INVCOR101 | BSCC-23 CORDIAPP-POLICE |
| 035510       | 08/02/23   | PES01         | PESTMASTER SERVICES, INC. | 990.79     | 397402    | WEED/TREE SPRAY-        |
| 035511       | 08/02/23   | PGE2A         | PG&E                      | 22.05      | 230731    | ELECT-CLELAND PROP      |
| 035512       | 08/02/23   | VAL11         | VALLEY PACIFIC PETROLEUM  | 1301.53    | 23-654094 | MAT & SUPPLIES-         |
|              |            |               |                           | 1327.94    | 23-654095 | VEH OP/MAINT-           |
|              |            |               | Check Total.....:         | 2629.47    |           |                         |
| 035513       | 08/02/23   | KIN14         | KINETICS ACADEMY OF DANCE | 592.00     | 230723    | REC INSTRUCTOR-REC      |
|              |            |               | Cash Account Total.....:  | 51449.51   |           |                         |
|              |            |               | Total Disbursements.....: | 51449.51   |           |                         |

Date.: Aug 2, 2023  
 Time.: 2:35 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 |
|---------------------|-----------------------|---------------------------|--|----------------|
| ALICIA'S CATERING   | 299 N. ALEX LN        | CORNING, CA 96021         | PROVIDES FOOD SERVICE FOR WEDDINGS, BIRT | 08/02/23       |
| ARCHITECTURAL GLASS | 1309 SHORE ST SUITE B | WEST SACRAMENTO, CA 95691 | GLASS & GLAZING SUBCONTRACTOR            | 07/27/23       |
| MEEK'S WEST         | 1100 E 20TH ST        | CHICO, CA 95928           | SELL AND DISTRIBUTE BUILDING MATERIALS   | 08/02/23       |
| NORTH STATE GENERAL | 115 W. NORTH ST       | ALTURAS, CA 96101         | GENERAL CONTRACTOR                       | 08/01/23       |

**CITY OF CORNING**

**TREASURER'S REPORT  
JULY 2023**

| <u>AGENCY</u>                |    | <u>BALANCE</u> | <u>RATE</u> |
|------------------------------|----|----------------|-------------|
| Local Agency Investment Fund | \$ | 9,325,388.31   | 3.15%       |

Respectfully submitted:



Laura L. Calkins  
City Treasurer

# Monthly Permit Report

07/01/2023 - 07/31/2023

| Permit # | Permit Date | Main Status           | Parcel #        | Parcel Address             | Owner Name                       | Owner Address          | Owner City    | Owner Zip | Permit Type        | Project Cost |
|----------|-------------|-----------------------|-----------------|----------------------------|----------------------------------|------------------------|---------------|-----------|--------------------|--------------|
| 23286    | 7/31/2023   | Cancelled             |                 |                            |                                  |                        |               |           |                    | \$0          |
|          | 7/28/2023   | ISSUED                | 071-175-003-000 | 1111 Marin St.             | GARCIA, VERONICA                 | 1111 Marin St.         | Corning       | 96021     | Roof               | \$3,000      |
| 23284    | 7/28/2023   | approved " FEES DUE " | 071-250-048-000 | 1890 Manzanillo Ln.        | FINEFROCK, HARRY                 | 1890 Manzanillo Ln.    | Corning       | 96021     | Fence              | \$0          |
| 23283    | 7/28/2023   | ISSUED                | 071-030-012-000 | 109 Houghton Ave.          | DAVIS, SHERRY                    | 109 Houghton Ave.      | Corning       | 96021     | HVAC               | \$6,000      |
| 23282    | 7/28/2023   | Cancelled             |                 |                            |                                  |                        |               |           | Tenant Improvement | \$0          |
| 23281    | 7/28/2023   | approved " FEES DUE " | 071-272-001-000 | 1312 4TH ST                | Velagio Holdings LLC             | 4201 Jamboree Rd. #532 | Newport Beach | 92660     | Roof               | \$7,000      |
| 23280    | 7/28/2023   | approved " FEES DUE " | 071-272-001-000 | 1312 4TH ST                | Velagio Holdings LLC             | 4201 Jamboree Rd. #532 | Newport Beach | 92660     | Tenant Improvement | \$6,000      |
| 23279    | 7/28/2023   | approved " FEES DUE " | 071-272-001-000 | 1312 4TH ST                | Velagio Holdings LLC             | 4201 Jamboree Rd. #532 | Newport Beach | 92660     | Fence              | \$2,500      |
| 23278    | 7/26/2023   | ISSUED                | 075-310-008-000 | 268 Blackburn Ave.         |                                  | 268 Blackburn Ave.     | Corning       | 96021     | Roof               | \$7,975      |
| 23277    | 7/26/2023   | ISSUED                | 073-200-026-000 | 426 Stanmar Dr             | Esteve, Mathieu & Esteve, Joanna | 20550 Simpson Rd.      | Corning       | 96021     | Roof               | \$24,900     |
| 23276    | 7/25/2023   | Online Application    | 071-300-073-000 | 1241 Palm Ave.             | WELLS, WILLIAM D                 | 1241 Palm Ave.         | Corning       | 96021     | Solar              | \$51,800     |
| 23275    | 7/25/2023   | Under Review          | 073-010-011-000 | 570 Solano St              | North State Grocery, Inc.        | P.O. Box 439           | Cottonwood    | 96022     | Tenant Improvement | \$20,000     |
| 23274    | 7/21/2023   | approved " FEES DUE " | 071-193-016-000 | 1997 Scott Ave.            | FRIZZELL, VILLIA                 | 1391 Birch St.         | Pittsburg     | 94565     | Electrical         | \$2,000      |
| 23273    | 7/21/2023   | Under Review          | 071-115-007-000 | 1106 Butte                 | City of Corning Corp. Yard       | 794 3RD ST             | Corning       | 96021     | Building           | \$50,000     |
| 23272    | 7/20/2023   | ISSUED                | 071-221-003-000 | 1616 Kaufman Ave.          | BARNES RANDY S ETAL              | 22148 Samson Ave.      | Corning       | 96021     | Electrical         | \$750        |
| 23271    | 7/19/2023   | Online Application    |                 | 535 Sturmgarten Dr-Lot 24  |                                  |                        |               |           | Building           | \$249,000    |
| 23270    | 7/19/2023   | Online Application    |                 | 420 Sturmgarten Dr-Lot 39  |                                  |                        |               |           | Building           | \$272,000    |
| 23269    | 7/19/2023   | Online Application    |                 | 410 Sturmgarten Dr-Lot 38  |                                  |                        |               |           | Building           | \$266,100    |
| 23268    | 7/19/2023   | Online Application    |                 | 825 Cottonwood Ct., Lot 36 |                                  |                        |               |           | Building           | \$238,350    |
| 23267    | 7/19/2023   | Online Application    |                 | 415 Sturmgarten Dr-Lot 31  |                                  |                        |               |           | Building           | \$249,000    |

|       |           |                    |                 |                              |  |                               |             |       |            |             |
|-------|-----------|--------------------|-----------------|------------------------------|--|-------------------------------|-------------|-------|------------|-------------|
| 23266 | 7/19/2023 | Online Application |                 | 515 Sturmgarten Dr-Lot 26    |  |                               |             |       | Building   | \$249,000   |
| 23265 | 7/19/2023 | Under Review       | 073-312-006     | 450 Sturmgarten Dr-Lot 42    | CHIP   | 1001 Willow St                | Chico       | 95928 | Building   | \$266,100   |
| 23264 | 7/19/2023 | Under Review       | 073-313-007     | 1886 Marguerite Ave-Lot 20   | CHIP   | 1001 Willow St                | Chico       | 96021 | Building   | \$266,100   |
| 23263 | 7/19/2023 | Under Review       | 073-313-010     | 545 Sturmgarten Drive-Lot 23 | CHIP   | 1001 Willow St.               | Chico       | 95928 | Building   | \$266,100   |
| 23262 | 7/19/2023 | Under Review       | 073-313-017     | 425 Sturmgarten Drive-Lot 30 | CHIP   | 1001 Willow St                | Chico       | 95928 | Building   | \$272,000   |
| 23261 | 7/19/2023 | Under Review       | 073-313-019     | 810 Cottonwood Court-Lot 32  | CHIP   | 1001 Willow St                | Chico       | 96021 | Building   | \$249,000   |
| 23260 | 7/19/2023 | Under Review       | 073-313-009     | 555 Sturmgarten Drive-Lot 22 | CHIP   | 1001 Willow St                | Chico       | 95928 | Building   | \$249,000   |
| 23259 | 7/19/2023 | Under Review       | 073-313-014     | 505 Sturmgarten Drive-Lot 27 | CHIP   | 1001 Willow St                | Chico       | 95928 | Building   | \$266,100   |
| 23258 | 7/19/2023 | Under Review       | 073-313-020     | 820 Cottonwood Ct.-Lot 33    | CHIP   | 1001 Willow St                | Chico       | 95928 | Building   | \$238,350   |
| 23257 | 7/18/2023 | ISSUED             | 071-271-005-000 | 1448 Fifth Ave.              | MILLER, ANTOINETTE L                         | PO BOX 1272                   | Corning     | 96021 | ReModel    | \$1,200     |
| 23256 | 7/18/2023 | ISSUED             | 073-085-006-000 | 890 Marguerite Ave.          | Northwest Ranchers LLC                       | 890 Marguerite Ave.           | Corning     | 96021 | HVAC       | \$20,555    |
| 23255 | 7/18/2023 | ISSUED             | 073-085-004-000 | 303 Solano St.               | Kathryn T. Worsham Trust 3/9/23              | 303 Solano St.                | Corning     | 96021 | HVAC       | \$16,230    |
| 23254 | 7/17/2023 | Cancelled          |                 |                              |  |                               |             |       | Solar      | \$0         |
| 23253 | 7/12/2023 | ISSUED             | 071-310-008-000 | 1418 Meadowbrook Ln.         | Reyes, Lorena & Lomeli Salavador             | 1418 Meadowbrook Ln.          | Corning     | 96021 | Solar      | \$9,200     |
| 23252 | 7/12/2023 | ISSUED             | 071-030-012-000 | 109 Houghton Ave.            | DAVIS, SHERRY                                | 109 Houghton Ave.             | Corning     | 96021 | Roof       | \$13,295    |
| 23251 | 7/11/2023 | ISSUED             | 071-152-004-000 | 1917 McKinley Ave.           | Bott, Richard Franklin & Bott, Claudia Marie | 8777 BATTLE CREEK RD          | Shingletown | 96088 | Mechanical | \$2,000     |
| 23250 | 7/6/2023  | ISSUED             | 071-166-003-000 | 1104 6 <sup>th</sup> Ave.    | Ramos Reynaldo ETAL                          | 3431 N CHERRY Land Ave Spc 65 | Stockton    | 95215 | Solar      | \$23,000    |
| 23249 | 7/6/2023  | ISSUED             | 073-212-010-000 | 715 Stanmar Dr.              | Torres, Jose J.                              | 715 Stanmar Dr.               | Corning     | 96021 | Fence      | \$0         |
| 23248 | 7/5/2023  | Under Review       | 069-260-035-000 |                              | Corning Ford, Inc.                           | P O BOX 910                   | Corning     | 96021 | Electrical | \$275,000   |
| 23247 | 7/3/2023  | ISSUED             | 071-250-039-000 | 1700 Manzanillo Ld.          | Munoz, Carlos ETAL                           | 1700 Manzanillo Ld.           | Corning     | 96021 | Fence      | \$1,500     |
| 23246 | 7/3/2023  | ISSUED             | 073-083-003-000 | 405 Solano St.               | Snow, Kelly & Robt                           | 405 Solano St.                | Corning     | 96021 | Roof       | \$1,500     |
|       |           |                    |                 |                              |  |                               |             |       |            | \$4,141,605 |



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

Below is a summary of the monthly operations report that will be available for review in August 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
- Updated Risk Management Plan
- Replaced broken ball valve on hellsieve unit
- Collected annual dry sludge sample for lab analysis
- Pumped out clarifier scum vaults
- Inframark staff attended SSO spill traini

July 2023

Effluent Flow Monthly Average= 601,935 GPD



ITEM NO.: G-9  
AUTHORIZE PAYMENT OF INVOICE #001  
TO PAVEMENT COATINGS CO. IN THE  
AMOUNT OF \$81,407.91 FOR THE  
JENNINGS HEIGHTS SUBDIVISION ROAD  
MAINTENANCE AND REHABILITATION  
PROJECT

August 8, 2023

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

**SUMMARY:**

Staff requests Council authorize payment of invoice #002 to Pavement Coatings Co. for work done on the Jennings Heights Subdivision Road Maintenance and Rehabilitation Project in the amount of \$81,407.91. This will be the second payment for this contract.

**BACKGROUND:**

Pavement Coatings Co. was awarded this project at the February 28, 2023 City Council Meeting in the amount of \$431,680.00. A change order was also approved by the City Manager on May 17, 2023 in the amount of \$5,000.00. The total cost for the project including the change order was \$436,680.00.

**FINANCIAL:**

The following funds were allocated in the approved FY22/23 budget for the roadway maintenance projects:

|               |           |
|---------------|-----------|
| 002-9296-3001 | \$195,000 |
| 106-9296-3001 | \$95,000  |
| 108-9296-3001 | \$45,000  |
| 114-9296-3001 | \$95,000  |
| 002-9298-3001 | \$1,680   |

**RECOMMENDATION:**

THAT MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #002 IN THE AMOUNT OF \$81,407.91 TO PAVEMENT COATINGS CO. FOR THE JENNINGS HEIGHTS SUBDIVISION ROAD MAINTENANCE AND REHABILITATION PROJECT FROM THE FUNDING LISTED ABOVE.

**Pavement Coatings Co.**  
An Employee Owned Company



10240 San Sevaime Way  
Jurupa Valley, CA 91752  
Phone: (714) 826-3011 Fax: (714) 826-3129  
www.pavementcoatings.com  
CA Lic# 303609 Type A, C32  
T-51111-01-2016270

To: City of Corning

Invoice Number: 002

ATTN: Accounts Payable  
794 Third Street  
Corning, CA 96021

Estimate Number: 002  
Invoice Date: 06/16/2023  
Payment Terms: Net35

**CONTRACT**

PCC Job No: PJ003261  
Corning, City of - Jennings Heights Subdivision Maintenance  
Job Location: Corning, CA

| Item No | Description  | UOM | Unit Price   | Contract Quantity             | Previous Quantity | Quantity This Estimate | Amount This Estimate | Total Quantity to Date | Total Amount to Date |
|---------|--|-----|--------------|-------------------------------|-------------------|------------------------|----------------------|------------------------|----------------------|
| 01      | Mobilization   | LS  | \$34,000.000 | 1,000                         | 0.750             | 0.250                  | \$8,500.00           | 1,000                  | \$34,000.00          |
| 03      | Temporary Traffic Control                                      | LS  | \$12,500.000 | 1,000                         | 0.750             | 0.250                  | \$3,125.00           | 1,000                  | \$12,500.00          |
| 04      | Water Pollution  | LS  | \$1,200.000  | 1,000                         | 1,000             | 0.000                  | \$0.00               | 1,000                  | \$1,200.00           |
| 05      | Clearing, Grubbing, & Demolition                               | LS  | \$4,000.000  | 1,000                         | 1,000             | 0.000                  | \$0.00               | 1,000                  | \$4,000.00           |
| 06      | Rubberized Chip Seal w / Double Layer Fiberized Microsurfacing | SY  | \$13,000     | 11,804,000                    | 7,869,320         | 3,934,680              | \$51,150.84          | 11,804,000             | \$153,452.00         |
| 07      | Double Layer Fiberized Microsurfacing                          | SY  | \$5,000      | 12,316,000                    | 8,210,660         | 4,105,340              | \$20,526.70          | 12,316,000             | \$61,580.00          |
| 08      | Asphalt Concrete   | TN  | \$800.000    | 75,000                        | 108,000           | 0.000                  | \$0.00               | 108,000                | \$86,400.00          |
| 09      | Aggregate Base   | CY  | \$100.000    | 72,000                        | 72,000            | 0.000                  | \$0.00               | 72,000                 | \$7,200.00           |
| 10      | Curb and Gutter  | LF  | \$256.790    | 200,000                       | 200,000           | 0.000                  | \$0.00               | 200,000                | \$51,358.00          |
| 11      | Valley Gutter  | LF  | \$400.000    | 110,000                       | 110,000           | 0.000                  | \$0.00               | 110,000                | \$44,000.00          |
| 12      | Thermoplastic Striping (Stop)Marking (Caltrans Std. A24D)      | Ea  | \$305.000    | 4,000                         | 0.000             | 4,000                  | \$1,220.00           | 4,000                  | \$1,220.00           |
| 13      | Thermoplastic Striping Limit Line (Caltrans Std. A24G)         | LF  | \$15.000     | 78,000                        | 0.000             | 78,000                 | \$1,170.00           | 78,000                 | \$1,170.00           |
| C1      | Change Order to Place Type III Prior to Chip Seal              | LS  | \$5,000.000  | 1,000                         | 1,000             | 0.000                  | \$0.00               | 1,000                  | \$5,000.00           |
|         |  |     |              | <b>Total</b>                  |                   |                        | <b>\$85,692.54</b>   |                        | <b>\$463,080.00</b>  |
|         |  |     |              | <b>Less Retention</b>         |                   |                        | <b>\$4,284.63</b>    |                        | <b>\$23,154.00</b>   |
|         |  |     |              | <b>Less Previous Billings</b> |                   |                        | <b>\$0.00</b>        |                        | <b>\$0.00</b>        |
|         |  |     |              | <b>Sales Tax</b>              |                   |                        | <b>\$0.00</b>        |                        | <b>\$0.00</b>        |
|         |  |     |              | <b>Amount Due</b>             |                   |                        | <b>\$81,407.91</b>   |                        | <b>\$439,926.00</b>  |

ITEM NO.: G-10  
AUTHORIZE PAYMENT OF INVOICE #1 TO  
BUILDER SOLUTIONS, INC. IN THE  
AMOUNT OF \$61,079.30 FOR THE WEST  
STREET SCHOOL CONNECTIVITY  
PROJECT

AUGUST 8, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: TIM POTANOVIC, INTERUM CITY MANAGER   
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

**SUMMARY:**

Staff requests Council authorize payment of invoice #1 to Builder Solutions, Inc. for work done on the West Street School Connectivity Project in the amount of \$61,079.30. This will be the first payment for this contract.

A description of work completed between July 1, 2023 through July 31, 2023 is included with the invoice.

**BACKGROUND:**

Builder Solutions, Inc. was awarded this project at the June 27, 2023 City Council Meeting after being determined to be the lowest responsive and responsible bidder in the amount of \$575,977.02

**FINANCIAL:**

The City of Corning was awarded an ATP Grant for the West Street School Connectivity Project. The grant funding awarded for the construction portion of the project is \$1,009,000.00. The funding is located in account 9007-118-7710.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #1 IN THE AMOUNT OF \$61,079.30 TO BUILDER SOLUTIONS, INC. FOR THE WEST STREET SCHOOL CONNECTIVITY PROJECT FROM THE FUNDING LISTED ABOVE.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PROJECT: **West Street Elementary School Connectivity Project.**

TO OWNER: **City Of Corning**  
 794 Third Street  
 Corning California 96021

APPLICATION NO: **1.00**  
 APPLICATION DATE: **8/11/2023**  
 PERIOD TO: **07/01/23** TO **07/31/23**  
 Contractors Job #: **2305**

CONTRACTOR: **BUILDER SOLUTION INC.**  
 3001 East Center Street  
 Anderson CA 96007

OWNER REP: **Robin Kampmann**

CONTRACT DATE: **07/07/23**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA is attached.

|   |               |
|---|---------------|
| 1. ORIGINAL / REVISED 8..26.2020 CONTRACT SUM | \$ 575,977.02 |
| 2. Net change by Change Orders                | \$ -          |
| 3. CONTRACT SUM TO DATE                       | \$ 575,977.02 |
| 4. TOTAL COMPLETED & STORED TO DATE           | \$ 64,294.00  |
| 5. RETAINAGE:                                 |               |
| a. 5 % of Material and Labor                  | \$ 3,214.70   |
| Total Retainage                               | \$ 3,214.70   |
| 6. TOTAL EARNED LESS RETAINAGE                | \$ 61,079.30  |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT     | - \$ -        |
| 8. CURRENT PAYMENT DUE                        | \$ 61,079.30  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE     | \$ 514,897.72 |

The undersigned contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: **Builder Solutions Inc.**

By:  Date: **8/11/2023**

**Construction Manager Certificate of Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Manager certifies to the Owner that to the best of the Manager knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**\$61,079.30**

Project Manager  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTRACTOR'S CERTIFICATE FOR PAYMENT  
 APPLICATION NO: 1.00  
 APPLICATION DATE: 8/1/2023  
 PERIOD TO: 07/01/23  
 GENERAL CONTRACTORS PROJECT NO: 7310223

| ITEM #                 | DESCRIPTION OF WORK                              | QTY       | Unit Cost    | Estimation    | Totals     |              | WORK COMPLETED |             | Materials On Hand | TOTAL COMPLETED AND STORED | % COMPLETE    | BALANCE TO FINISH | RETAINAGE |
|------------------------|--|-----------|--------------|---------------|------------|--------------|----------------|-------------|-------------------|----------------------------|---------------|-------------------|-----------|
|                        |  |           |              |               | Totals Qty | Totals \$    | Previous Qty   | Previous \$ |                   |                            |               |                   |           |
| 1                      | Traffic Control Plan                             | 1 US      | \$70,328.00  | \$ 70,328.00  | 0.25       | \$ 17,844.25 | 0.00           | \$ 0.00     | \$17,844.25       | 25%                        | \$ 52,483.75  | \$ 844.71         |           |
| 2                      | Lead Compliance Plan                             | 1 US      | \$4,088.00   | \$ 4,088.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 4,088.00   | \$ -              |           |
| 3                      | Cleaning & Grubbing                              | 1 US      | \$30,927.00  | \$ 30,927.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 30,927.00  | \$ -              |           |
| 4                      | Remove Base and Surfacing                        | 220 CY    | \$78.20      | \$ 17,204.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 17,204.00  | \$ -              |           |
| 5                      | Class 2 Aggregate Base                           | 348 CY    | \$78.68      | \$ 27,280.64  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 27,280.64  | \$ -              |           |
| 6                      | Hot Mix Asphalt (Type A)                         | 81 TON    | \$554.87     | \$ 44,928.27  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 44,928.27  | \$ -              |           |
| 7                      | Remove Continuously Reinforced Concrete Pavement | 400 SF    | \$15.92      | \$ 6,368.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 6,368.00   | \$ -              |           |
| 8                      | Continuously Reinforced Concrete Pavement        | 400 SF    | \$30.75      | \$ 12,300.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 12,300.00  | \$ -              |           |
| 9                      | Remove Inlet                                     | 2 EA      | \$2500.50    | \$ 5,001.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 5,001.00   | \$ -              |           |
| 10                     | Drainage Inlet                                   | 2 EA      | \$4,692.75   | \$ 9,325.50   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 9,325.50   | \$ -              |           |
| 11                     | Remove Barricade                                 | 1 EA      | \$1,188.00   | \$ 1,188.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 1,188.00   | \$ -              |           |
| 12                     | Pedestrian Barricade                             | 2 LF      | \$4,531.50   | \$ 9,063.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 9,063.00   | \$ -              |           |
| 13                     | Detachable Warning Surface                       | 438 SF    | \$32.80      | \$ 14,344.40  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 14,344.40  | \$ -              |           |
| 14                     | Minor Concrete (Curb and Gutter)                 | 1,370 SF  | \$7.80       | \$ 10,686.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 10,686.00  | \$ -              |           |
| 15                     | Minor Concrete (Curb, Sidewalk, and Curb Ramp)   | 10,733 SF | \$4.97       | \$ 53,343.01  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 53,343.01  | \$ -              |           |
| 16                     | Minor Concrete (Driveway Concrete)               | 653 SF    | \$14.05      | \$ 9,164.65   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 9,164.65   | \$ -              |           |
| 17                     | Remove Concrete (Curb and Gutter)                | 2,843 SF  | \$9.41       | \$ 26,822.81  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 26,822.81  | \$ -              |           |
| 18                     | Remove Concrete (Curb and Sidewalk)              | 755 LF    | \$14.41      | \$ 10,879.55  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 10,879.55  | \$ -              |           |
| 19                     | Remove Concrete (Curb and Gutter)                | 147 LF    | \$9.15       | \$ 1,345.05   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 1,345.05   | \$ -              |           |
| 20                     | Remove and Replace Chain Link Fence              | 6 LF      | \$99.00      | \$ 594.00     | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 594.00     | \$ -              |           |
| 21                     | Relocate Chain Link Fence                        | 281 EA    | \$24.30      | \$ 6,848.10   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 6,848.10   | \$ -              |           |
| 22                     | Relocate Roadside Sign-One Post                  | 4 EA      | \$297.00     | \$ 1,188.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 1,188.00   | \$ -              |           |
| 23                     | Roadside Sign - One Post                         | 9 EA      | \$513.00     | \$ 4,617.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 4,617.00   | \$ -              |           |
| 24                     | Roadside Sign - One Post                         | 1 EA      | \$1188.00    | \$ 1,188.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 1,188.00   | \$ -              |           |
| 25                     | Thermoplastic Traffic Stripe                     | 1,730 SF  | \$7.35       | \$ 12,715.50  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 12,715.50  | \$ -              |           |
| 26                     | Thermoplastic Pavement Marking                   | 2,284 EA  | \$5.25       | \$ 11,990.50  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 11,990.50  | \$ -              |           |
| 27                     | Remove Pavement Marking                          | 1 US      | \$35,478.00  | \$ 35,478.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 35,478.00  | \$ -              |           |
| 28                     | Pedestrian Hybrid Beacon Systems                 | 1 US      | \$3,584.00   | \$ 3,584.00   | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 3,584.00   | \$ -              |           |
| 29                     | Remove Flashing Beacon Systems                   | 1 US      | \$52,272.00  | \$ 52,272.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 52,272.00  | \$ -              |           |
| 30                     | Mobiletron                                       | 1 US      | \$43,650.00  | \$ 43,650.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 43,650.00  | \$ -              |           |
| 31                     | Construction Staking                             | 1 US      | \$12,075.00  | \$ 12,075.00  | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 12,075.00  | \$ -              |           |
| 32                     | Water Pollution Control Plan                     | 1 US      | \$575,977.02 | \$ 575,977.02 | 0.00       | \$ 0.00      | 0.00           | \$ 0.00     | \$ 0.00           | 0%                         | \$ 575,977.02 | \$ -              |           |
| <b>Change Orders</b>   |  |           |              |               |            |              |                |             |                   |                            |               |                   |           |
| Subtotal Change Orders |  |           |              |               |            |              |                |             |                   |                            |               |                   |           |
| Totals                 |  |           |              |               |            |              |                |             |                   |                            |               |                   |           |

Lump Sum Schedule of Values

APPLICATION AND CERTIFICATE FOR PAYMENT

Detail sheet for the G703 detail sheet

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1.00  
 APPLICATION DATE: 8/17/2023  
 PERIOD TO: 7/1/2023  
 GENERAL CONTRACTORS PROJECT NO: 073-123  
 23.05

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK                       | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED       |             | E<br>CURRENT THIS PERIOD | F<br>MATERIALS PRESENTLY STORED | G<br>TOTAL COMPLETED AND STORED | H<br>% COMPLETE | I<br>BALANCE TO FINISH |
|---------------|--|----------------------|---------------------------|-------------|--------------------------|---------------------------------|---------------------------------|-----------------|------------------------|
|               |  |                      | FROM PREVIOUS APPLICATION | THIS PERIOD |                          |                                 |                                 |                 |                        |
| 1             | Traffic Control Plan                           | \$ 71,577.00         | \$ -                      | \$ -        | \$ 17,894.25             | \$ -                            | \$ 17,894.25                    | 25.00%          | \$ 53,683              |
| 1.1           | Prepare Traffic Control Plan                   | \$ 17,894.25         | \$ -                      | \$ -        | \$ 17,894.25             | \$ -                            | \$ 17,894.25                    | 100.00%         | \$ -                   |
| 1.3           | Implement Traffic Control System               | \$ 53,682.75         | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 53,683              |
| 2             | Lead Compliance Plan                           | \$ 4,089.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0%              | \$ 4,089               |
| 2.2           | Prepare Lead Compliance Plan                   | \$ 2,500.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 2,500               |
| 2.3           | Implement Lead Compliance Plan                 | \$ 1,589.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 1,589               |
| 3             | Clearing & Grubbing                            | \$ 39,927.00         | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0%              | \$ 21,213.50           |
| 3.1           | Clear & Grubb Houghton Avenue                  | \$ 9,356.75          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 9,357               |
| 3.2           | Clear & Grub South Street                      | \$ 9,356.75          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 9,357               |
| 3.3           | Clear & Grubb Main Street                      | \$ 9,356.75          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 9,357               |
| 3.4           | Clear & Grubb West Street                      | \$ 9,356.75          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 9,357               |
| 3.4           | Clear & Grub Solano & West Street Intersection | \$ 2,500.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 2,500               |
| 28            | Pedestrian Hybrid Beacon System                | \$ 35,478.00         | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0%              | \$ 35,478.00           |
| 3.2           | Purchase Hybrid Beacon System                  | \$ 28,000.00         | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 28,000              |
| 3.3           | Install Hybrid Beacon System                   | \$ 7,478.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 7,478               |
| 29            | Remove Flashing Beacon System                  | \$ 3,564.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0%              | \$ 3,564.00            |
| 3.2           | Remove Existing Flashing Beacon System         | \$ 3,564.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 3,564               |
| 30            | Mobilization                                   | \$ 52,272.00         | \$ -                      | \$ -        | \$ 29,204.00             | \$ -                            | \$ 29,204.00                    | 56%             | \$ -                   |
| 30.1          | Insurance Premiums                             | \$ 5,505.00          | \$ -                      | \$ -        | \$ 5,505.00              | \$ -                            | \$ 5,505.00                     | 100.00%         | \$ -                   |
| 30.2          | Bond Cost                                      | \$ 14,399.00         | \$ -                      | \$ -        | \$ 14,399.00             | \$ -                            | \$ 14,399.00                    | 100.00%         | \$ -                   |
| 30.3          | Prepare Submittals                             | \$ 5,000.00          | \$ -                      | \$ -        | \$ 5,000.00              | \$ -                            | \$ 5,000.00                     | 100.00%         | \$ -                   |
| 30.4          | Set Up Staging Area                            | \$ 4,300.00          | \$ -                      | \$ -        | \$ 4,300.00              | \$ -                            | \$ 4,300.00                     | 100.00%         | \$ -                   |
| 30.5          | Mobilize Equipment                             | \$ 10,000.00         | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 10,000              |
| 30.6          | Demobilize Equipment & Jobsite                 | \$ 7,500.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 7,500               |
| 30.7          | Contract Close Out Submittals                  | \$ 5,568.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 5,568               |
| 31            | Construction Staking                           | \$ 43,050.00         | \$ -                      | \$ -        | \$ 8,610.00              | \$ -                            | \$ 8,610.00                     | 20%             | \$ 34,440              |
| 5.1           | Stake Houghton Avenue                          | \$ 8,610.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 8,610               |
| 5.2           | Stake South Street                             | \$ 8,610.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 8,610               |
| 5.3           | Stake Main Street                              | \$ 8,610.00          | \$ -                      | \$ -        | \$ 4,305.00              | \$ -                            | \$ 4,305.00                     | 50.00%          | \$ 4,305               |
| 5.4           | Stake West Street                              | \$ 8,610.00          | \$ -                      | \$ -        | \$ 4,305.00              | \$ -                            | \$ 4,305.00                     | 50.00%          | \$ 4,305               |
| 5.5           | Stake Solano & West Street Intersection        | \$ 8,610.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 8,610               |
| 32            | Water Pollution Control Plan                   | \$ 12,075.00         | \$ -                      | \$ -        | \$ 5,000.00              | \$ -                            | \$ 5,000.00                     | 41.41%          | \$ 7,075               |
| 6.1           | Prepare Water Pollution Control Plan           | \$ 5,000.00          | \$ -                      | \$ -        | \$ 5,000.00              | \$ -                            | \$ 5,000.00                     | 100.00%         | \$ -                   |
| 6.2           | Implement Water Pollution Control Plan         | \$ 7,075.00          | \$ -                      | \$ -        | \$ -                     | \$ -                            | \$ 0.00                         | 0.00%           | \$ 7,075               |

\$ 222,990.00 \$ - \$ 60,708.25 \$ - \$ 60,708.25 \$ 1.42 \$ 120,500.25

ITEM NO.: G-11  
AUTHORIZE PAYMENT OF INVOICE #1  
TO BUILDER SOLUTIONS, INC. IN THE  
AMOUNT OF \$108,435.51 FOR THE OLIVE  
VIEW SCHOOL CONNECTIVITY  
PROJECT  
AUGUST 8, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: TIM POTANOVIC, INTERUM CITY MANAGER TP  
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT JK

**SUMMARY:**

Staff requests Council authorize payment of invoice #1 to Builder Solutions, Inc. for work done on the Olive View School Connectivity Project in the amount of \$108,435.51. This will be the first payment for this contract.

A description of work completed between July 1, 2023 through July 31, 2023 is included with the invoice.

**BACKGROUND:**

Builder Solutions, Inc. was awarded this project at the June 27, 2023 City Council Meeting after being determined to be the lowest responsive an responsible bidder in the amount of \$534,530.98

**FINANCIAL:**

The City of Corning was awarded an ATP Grant for the Olive View Elementary School Connectivity Project. The grant funding awarded for the construction portion of the project is in the amount of \$858,000.00. The funding is located in account 9006-118-7710.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #1 IN THE AMOUNT OF \$108,435.51 TO BUILDER SOLUTIONS, INC. FOR THE OLIVE VIEW SCHOOL CONNECTIVITY PROJECT FROM THE FUNDING LISTED ABOVE.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PROJECT: Olive View Elementary School Connectivity Project.

TO OWNER: **City Of Corning**  
794 Third Street  
Corning California 96021

APPLICATION NO: 1.00  
APPLICATION DATE: 8/11/2023  
PERIOD TO: 07/01/23 TO 07/31/23  
Contractors Job #: 2304

CONTRACTOR: **BUILDER SOLUTION INC.**  
3001 East Center Street  
Anderson CA 96007

OWNER REP: **Robin Kampmann** CONTRACT DATE: 07/07/23

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA is attached.

|  |               |
|--|---------------|
| 1. ORIGINAL / REVISED 8...26.2020 CONTRACT SUM | \$ 534,530.98 |
| 2. Net change by Change Orders                 | \$ -          |
| 3. CONTRACT SUM TO DATE                        | \$ 534,530.98 |
| 4. TOTAL COMPLETED & STORED TO DATE            | \$ 114,142.65 |
| 5. RETAINAGE:                                  |               |
| a. 5 % of Material and Labor                   | \$ 5,707.13   |
| Total Retainage                                | \$ 5,707.13   |
| 6. TOTAL EARNED LESS RETAINAGE                 | \$ 108,435.51 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT      | \$ -          |
| 8. CURRENT PAYMENT DUE                         | \$ 108,435.51 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE      | \$ 426,095.47 |

The undersigned contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: **Builder Solutions Inc.**

By:  Date: 8/11/2023

**Construction Manager Certificate of Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Manager certifies to the Owner that to the best of the Manager knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

\$108,435.51

Project Manager

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTRIBUTION SHEET  
 APPLICATION AND CERTIFICATE FOR PAYMENT  
 containing Contractor's signed Certificate, is attached.  
 In bid items below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable payments for bid items may apply.

APPLICATION NO 1.00  
 APPLICATION DATE 8/1/2023  
 PERIOD TO 07/01/25  
 GENERAL CONTRACTORS PROJECT NO 2904

| ITEM # | DESCRIPTION OF WORK                            | QTY    | Unit | Unit Cost    | Extension           | WORK COMPLETED |                     |              |               | Materials On Hand | TOTAL COMPLETED AND STORED | % COMPLETE | BALANCE TO FINISH   | RETAINAGE          |
|--------|--|--------|------|--------------|---------------------|----------------|---------------------|--------------|---------------|-------------------|----------------------------|------------|---------------------|--------------------|
|        |  |        |      |              |                     | Tickets Qty    | Tickets \$          | Previous Qty | Previous \$   |                   |                            |            |                     |                    |
| 1      | Traffic Control Plan                           | 1      | LS   | \$ 71,253.00 | \$ 71,253.00        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 71,253.00               | 0%         | \$ 71,253.00        | \$ 0.00            |
| 2      | Lead Compliance Plan                           | 1      | LS   | \$ 4,752.00  | \$ 4,752.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 4,752.00                | 0%         | \$ 4,752.00         | \$ 0.00            |
| 3      | Clearing and Grubbing                          | 1      | LS   | \$ 30,795.00 | \$ 30,795.00        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 30,795.00               | 0%         | \$ 30,795.00        | \$ 0.00            |
| 4      | Remove Base and Surfacing                      | 240    | CY   | \$ 120.85    | \$ 29,004.00        | 61.73          | \$ 7,460.07         | 0.00         | \$ 0.00       | 61.73             | \$ 7,460.07                | 21%        | \$ 21,543.93        | \$ 1,543.93        |
| 5      | Asphalt Driveway Conform                       | 900    | SF   | \$ 8.63      | \$ 7,767.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 7,767.00                | 0%         | \$ 7,767.00         | \$ 0.00            |
| 6      | Class 2 Aggregate Base                         | 350    | CY   | \$ 42.18     | \$ 14,763.00        | 38.81          | \$ 1,641.61         | 0.00         | \$ 0.00       | 38.81             | \$ 1,641.61                | 11%        | \$ 13,121.39        | \$ 1,641.61        |
| 7      | Hot Mix Asphalt (Type A)                       | 105    | TON  | \$ 536.80    | \$ 56,364.00        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 56,364.00               | 0%         | \$ 56,364.00        | \$ 0.00            |
| 8      | HMA Ramp                                       | 20     | SF   | \$ 148.25    | \$ 2,965.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 2,965.00                | 0%         | \$ 2,965.00         | \$ 0.00            |
| 9      | Depressible Warning Surface                    | 307    | SF   | \$ 31.54     | \$ 9,682.58         | 52.00          | \$ 1,640.08         | 0.00         | \$ 0.00       | 52.00             | \$ 1,640.08                | 17%        | \$ 8,042.50         | \$ 1,640.08        |
| 10     | Adjust Frame and Cover to Grade                | 5      | EA   | \$ 475.20    | \$ 2,376.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 2,376.00                | 0%         | \$ 2,376.00         | \$ 0.00            |
| 11     | Settle Driveway Inlet                          | 1      | EA   | \$ 3,951.00  | \$ 3,951.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 3,951.00                | 0%         | \$ 3,951.00         | \$ 0.00            |
| 12     | Under Sidewalk Drain                           | 1      | EA   | \$ 3,951.00  | \$ 3,951.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 3,951.00                | 0%         | \$ 3,951.00         | \$ 0.00            |
| 13     | Minor Concrete (Curb and Gutter)               | 11,417 | LF   | \$ 6.93      | \$ 79,126.81        | 60.50          | \$ 522.82           | 0.00         | \$ 0.00       | 60.50             | \$ 522.82                  | 6%         | \$ 78,603.99        | \$ 522.82          |
| 14     | Minor Concrete (Curb, Sidewalk, and Curb Ramp) | 1,052  | SF   | \$ 6.90      | \$ 7,254.30         | 91.50          | \$ 634.35           | 0.00         | \$ 0.00       | 91.50             | \$ 634.35                  | 6%         | \$ 6,619.95         | \$ 634.35          |
| 15     | Minor Concrete (Driveway Concrete)             | 1,052  | SF   | \$ 13.98     | \$ 14,646.76        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 14,646.76               | 0%         | \$ 14,646.76        | \$ 0.00            |
| 16     | Concrete Driveway Conform                      | 78     | SF   | \$ 53.35     | \$ 4,161.30         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 4,161.30                | 0%         | \$ 4,161.30         | \$ 0.00            |
| 17     | Minor Concrete (Turn Down Sidewalk)            | 753    | SF   | \$ 12.57     | \$ 9,465.21         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 9,465.21                | 0%         | \$ 9,465.21         | \$ 0.00            |
| 18     | Remove Concrete (Curb and Sidewalk)            | 1,335  | SF   | \$ 5.75      | \$ 7,676.25         | 372.28         | \$ 2,136.50         | 0.00         | \$ 0.00       | 372.28            | \$ 2,136.50                | 16%        | \$ 5,539.75         | \$ 2,136.50        |
| 19     | Remove Concrete (Curb and Sidewalk)            | 1,090  | LF   | \$ 10.41     | \$ 11,357.31        | 63.20          | \$ 667.81           | 0.00         | \$ 0.00       | 63.20             | \$ 667.81                  | 6%         | \$ 10,689.50        | \$ 667.81          |
| 20     | Paint Curb (2-Coat)                            | 236    | LF   | \$ 7.26      | \$ 1,713.36         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 1,713.36                | 0%         | \$ 1,713.36         | \$ 0.00            |
| 21     | Recoat Chain Link Fence                        | 120    | LF   | \$ 21.02     | \$ 2,522.40         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 2,522.40                | 0%         | \$ 2,522.40         | \$ 0.00            |
| 22     | Recoat Roadside Sign - One Post                | 5      | EA   | \$ 959.40    | \$ 4,797.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 4,797.00                | 0%         | \$ 4,797.00         | \$ 0.00            |
| 23     | Recoat Roadside Sign - One Post                | 2      | EA   | \$ 1,188.00  | \$ 2,376.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 2,376.00                | 0%         | \$ 2,376.00         | \$ 0.00            |
| 24     | Roadside Sign - One Post                       | 1      | EA   | \$ 705.00    | \$ 705.00           | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 705.00                  | 0%         | \$ 705.00           | \$ 0.00            |
| 25     | Roadside Sign - One Post                       | 1      | EA   | \$ 2,376.00  | \$ 2,376.00         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 2,376.00                | 0%         | \$ 2,376.00         | \$ 0.00            |
| 26     | Remove & Replace Roadside Sign                 | 1,107  | SF   | \$ 8.43      | \$ 9,351.21         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 9,351.21                | 0%         | \$ 9,351.21         | \$ 0.00            |
| 27     | Thermoplastic Pavement Marking                 | 1,291  | SF   | \$ 3.25      | \$ 4,195.75         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 4,195.75                | 0%         | \$ 4,195.75         | \$ 0.00            |
| 28     | Painting Bumper                                | 11     | EA   | \$ 609.75    | \$ 6,707.25         | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 6,707.25                | 0%         | \$ 6,707.25         | \$ 0.00            |
| 29     | Paint Traffic Stripe                           | 198    | LF   | \$ 3.75      | \$ 742.50           | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 742.50                  | 0%         | \$ 742.50           | \$ 0.00            |
| 30     | Mobilization                                   | 1      | LS   | \$ 53,222.40 | \$ 53,222.40        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 53,222.40               | 0%         | \$ 53,222.40        | \$ 0.00            |
| 31     | Construction Staking                           | 1      | LS   | \$ 28,250.00 | \$ 28,250.00        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 28,250.00               | 0%         | \$ 28,250.00        | \$ 0.00            |
| 32     | Water Pollution Control Program                | 1      | LS   | \$ 11,025.00 | \$ 11,025.00        | 0.00           | \$ 0.00             | 0.00         | \$ 0.00       | 0.00              | \$ 11,025.00               | 0%         | \$ 11,025.00        | \$ 0.00            |
|        | <b>Sub Total Contract Work</b>                 |        |      |              | <b>\$534,530.98</b> |                | <b>\$114,142.65</b> |              | <b>\$0.00</b> |                   | <b>\$114,142.65</b>        | <b>21%</b> | <b>\$420,388.33</b> | <b>\$ 5,707.13</b> |
|        | Change Orders                                  |        |      |              |                     |                |                     |              |               |                   |                            |            |                     |                    |
|        | Subtotal Change Orders                         |        |      | \$0.00       | \$0.00              | \$0.00         | \$0.00              | \$0.00       | \$0.00        | \$0.00            | \$0.00                     | 0.00%      | \$0.00              | \$0.00             |
|        | Totals   |        |      |              | \$534,530.98        | \$114,142.65   | \$0.00              | \$114,142.65 | \$0.00        | \$114,142.65      | \$114,142.65               | 21.35%     | \$420,388.33        | \$ 5,707.13        |

**Lump Sum Schedule of Values**

**APPLICATION AND CERTIFICATE FOR PAYMENT,**

Detail sheet for the G703 detail sheet

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1.00

APPLICATION DATE: 8/12/2023

PERIOD TO: 7/31/23

2304

GENERAL CONTRACTORS PROJECT NO:

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK               | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED          |              | E<br>Current<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED | G<br>TOTAL<br>COMPLETED<br>AND STORED | H<br>BALANCE<br>TO<br>FINISH |
|------------------|--|-------------------------|------------------------------|--------------|-----------------------------|---------------------------------------|---------------------------------------|------------------------------|
|                  |  |                         | FROM PREVIOUS<br>APPLICATION | THIS PERIOD  |                             |                                       |                                       |                              |
| 1                | Traffic Control Plan                   | \$ 71,253.00            | \$ -                         | \$ 23,157.21 | \$ 23,157.21                | \$ -                                  | \$ 23,157.21                          | 32.50% \$ 48,096             |
| 1.1              | Prepare Traffic Control Plan           | \$ 17,813.25            | \$ -                         | \$ 17,813.25 | \$ 17,813.25                | \$ -                                  | \$ 17,813.25                          | 100.00% \$ -                 |
| 1.2              | Implement Traffic Control System       | \$ 53,439.75            | \$ -                         | \$ 5,343.96  | \$ 5,343.96                 | \$ -                                  | \$ 5,343.96                           | 10.00% \$ 48,096             |
| 2                | Lead Compliance Plan                   | \$ 4,089.00             | \$ -                         | \$ -         | \$ -                        | \$ 30.00                              | \$ 30.00                              | 0% \$ 4,089                  |
| 2.2              | Prepare Lead Compliance Plan           | \$ 2,500.00             | \$ -                         | \$ -         | \$ -                        | \$ 0.00                               | \$ 0.00                               | 0.00% \$ 2,500               |
| 2.3              | Implement Lead Compliance Plan         | \$ 1,589.00             | \$ -                         | \$ -         | \$ -                        | \$ 0.00                               | \$ 0.00                               | 0.00% \$ 1,589               |
| 3                | Clearing & Grubbing                    | \$ 39,927.00            | \$ -                         | \$ 13,309.00 | \$ 13,309.00                | \$ -                                  | \$ 13,309.00                          | 33% \$ 26,618.00             |
| 3.2              | Clear Fig Street                       | \$ 13,309.00            | \$ -                         | \$ 13,309.00 | \$ 13,309.00                | \$ -                                  | \$ 13,309.00                          | 100.00% \$ -                 |
| 3.3              | Clear Almond Street                    | \$ 13,309.00            | \$ -                         | \$ -         | \$ -                        | \$ 0.00                               | \$ 0.00                               | 0.00% \$ 13,309              |
| 3.4              | Clear Pear Street                      | \$ 13,309.00            | \$ -                         | \$ -         | \$ -                        | \$ 0.00                               | \$ 0.00                               | 0.00% \$ 13,309              |
| 30               | Mobilization                           | \$ 53,222.40            | \$ -                         | \$ 39,916.80 | \$ 39,916.80                | \$ -                                  | \$ 39,916.80                          | 75% \$ -                     |
| 30.1             | Insurance Premiums                     | \$ 5,500.00             | \$ -                         | \$ 5,500.00  | \$ 5,500.00                 | \$ -                                  | \$ 5,500.00                           | 100.00% \$ -                 |
| 30.2             | Bond Cost                              | \$ 13,363.00            | \$ -                         | \$ 13,363.00 | \$ 13,363.00                | \$ -                                  | \$ 13,363.00                          | 100.00% \$ -                 |
| 30.3             | Prepare Submittals                     | \$ 7,500.00             | \$ -                         | \$ 7,500.00  | \$ 7,500.00                 | \$ -                                  | \$ 7,500.00                           | 100.00% \$ -                 |
| 30.4             | Set Up Staging Area                    | \$ 5,000.00             | \$ -                         | \$ 5,000.00  | \$ 5,000.00                 | \$ -                                  | \$ 5,000.00                           | 100.00% \$ -                 |
| 30.5             | Mobilize Equipment                     | \$ 8,553.80             | \$ -                         | \$ 8,553.80  | \$ 8,553.80                 | \$ -                                  | \$ 8,553.80                           | 100.00% \$ -                 |
| 30.6             | Demobilize Job Site                    | \$ 8,000.00             | \$ -                         | \$ -         | \$ -                        | \$ -                                  | \$ -                                  | 0.00% \$ 8,000               |
| 30.7             | Project Close Out                      | \$ 5,305.60             | \$ -                         | \$ -         | \$ -                        | \$ -                                  | \$ -                                  | 0.00% \$ 8,000               |
| 31               | Construction Staking                   | \$ 26,250.00            | \$ -                         | \$ 10,250.00 | \$ 10,250.00                | \$ -                                  | \$ 10,250.00                          | 39% \$ 16,000                |
| 5.1              | Stake Fig Street                       | \$ 8,000.00             | \$ -                         | \$ 8,000.00  | \$ 8,000.00                 | \$ -                                  | \$ 8,000.00                           | 100.00% \$ -                 |
| 5.2              | Stake Almond Street                    | \$ 8,000.00             | \$ -                         | \$ -         | \$ -                        | \$ 0.00                               | \$ 0.00                               | 0.00% \$ 8,000               |
| 5.3              | Stake Pear Street                      | \$ 8,000.00             | \$ -                         | \$ -         | \$ -                        | \$ 0.00                               | \$ 0.00                               | 0.00% \$ 8,000               |
| 5.4              | Staking S Marguerite Ave               | \$ 2,250.00             | \$ -                         | \$ 2,250.00  | \$ 2,250.00                 | \$ -                                  | \$ 2,250.00                           | 100.00% \$ -                 |
| 32               | Water Pollution Control Plan           | \$ 11,025.00            | \$ -                         | \$ 5,602.50  | \$ 5,602.50                 | \$ -                                  | \$ 5,602.50                           | 50.82% \$ 5,423              |
| 6.1              | Prepare Water Pollution Control Plan   | \$ 5,000.00             | \$ -                         | \$ 5,000.00  | \$ 5,000.00                 | \$ -                                  | \$ 5,000.00                           | 100.00% \$ -                 |
| 6.2              | Implement Water Pollution Control Plan | \$ 6,025.00             | \$ -                         | \$ 602.50    | \$ 602.50                   | \$ -                                  | \$ 602.50                             | 10.00% \$ 5,423              |
|                  |  | \$ 205,766.40           | \$ -                         | \$ 92,235.51 | \$ 92,235.51                | \$ -                                  | \$ 92,235.51                          | 2.31% \$ 100,225.29          |

ITEM NO.: J-12  
WAIVE FORMAL BID PROCESS AS  
EXEMPT; APPROVE PURCHASE OF  
CUSTOM SURFACING/INSTALLATION  
FOR ACCESS TO NEW ADA CAROUSEL  
AT NORTHSIDE PARK KIDDIE  
PLAYGROUND; AND AUTHORIZE  
APPROPRIATION OF \$28,543.82 FROM  
GENERAL FUND RESERVES FOR THIS  
PURCHASE

August 8, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: TIM POTANOVIC, INTERIM CITY MANAGER   
CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR *Cm*

**BACKGROUND:**

On July 11, 2023, the City Council approved the purchase with the increased price of the new playground equipment at Northside Park Kiddie Playground area. At that time, Staff were awaiting a quote from Kompan for rubberized surfacing to accommodate ADA access to the new ADA carousel. Please see (Exhibit A) for the above-mentioned quote. This quote includes installation, the material would be the standard 50/50 color black material which is the least expensive option. After several discussions between our Sales Representative and the Vendors regarding the required ADA width and turnaround requirements, it was determined it was less expensive and easier to encompass the entire corner where the carousel will be placed.

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

**FINANCIAL:**

This is not a fiscal year 2023/2024 budgeted item. Should the City Council choose to move forward with the proposal and purchase, the Council will need to approve an appropriation of \$28,543.82 from the City's General Fund Reserves for the unbudgeted amount.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

1. WAIVE THE FORMAL BID PROCESS AS THIS PURCHASE IS EXEMPT ACCORDING TO SECTION 3.12.082.4 OF THE CORNING MUNICIPAL CODE;
2. AUTHORIZE THE PURCHASE OF PROPOSED CUSTOM SURFACING FOR PLACEMENT LEADING TO AND SURROUNDING CORNER WHERE THE ADA CAROUSEL WILL BE PLACED AT THE NORTHSIDE PARK KIDDIE PLAYGROUND;  
AND
3. AUTHORIZE THE APPROPRIATION OF \$28,543.82 FROM GENERAL FUND RESERVES FOR THE UNBUDGETED CUSTOM SURFACING MATERIAL AND INSTALLATION.

Exhibit A



### Sales Proposal

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

Quote No. SP126381-2  
Customer No. C025272  
Document Date 07/21/2023  
Expiration Date 09/19/2023

Sales Representative Mark Wills  
E-Mail MarWl@Korpan.com  
Phone No. 916-316-5663 / 800-426-9788  
Sales Support Monida Chav  
E-Mail Monid@kompan.com

Project Name US288866 1414 Colusa Street Playground

| No. | Description | Qty | Unit | Unit Price | Discount % | Net Price |
|-----|-------------|-----|------|------------|------------|-----------|
|-----|-------------|-----|------|------------|------------|-----------|

**NOTES**

Please read attached General Assumptions and Exclusion document for information on Install/Service work

Assumes site to be accessible & install ready

Excludes sitework, products, & services not listed

| Description                | Retail Price | Discount | Net Price        |
|----------------------------|--------------|----------|------------------|
| Subtotal - Surfacing       | 29,618.52    | 3,255.36 | 26,363.16        |
| <b>Total USD Excl. Tax</b> |              |          | <b>26,363.16</b> |
| 7.75% Tax                  |              |          | 2,180.66         |
| <b>Total USD Incl. Tax</b> |              |          | <b>28,543.82</b> |

Payment Terms 50% Prepayment, 50% Net 30 days

**Installation Site Address**

1414 Colusa  
1414 Colusa  
Corning, CA 96021



### Sales Proposal

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

Quote No. SP126381-2  
Customer No. C025272  
Document Date 07/21/2023  
Expiration Date 09/19/2023

Sales Representative Mark Wills  
E-Mail MarWill@Kompan.com  
Phone No. 916-316-9663 / 800-426-9788  
Sales Support Monica Chay  
E-Mail Monich@kompan.com

Project Name US288866 1414 Cokisa Street Playground

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

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

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

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

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

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

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

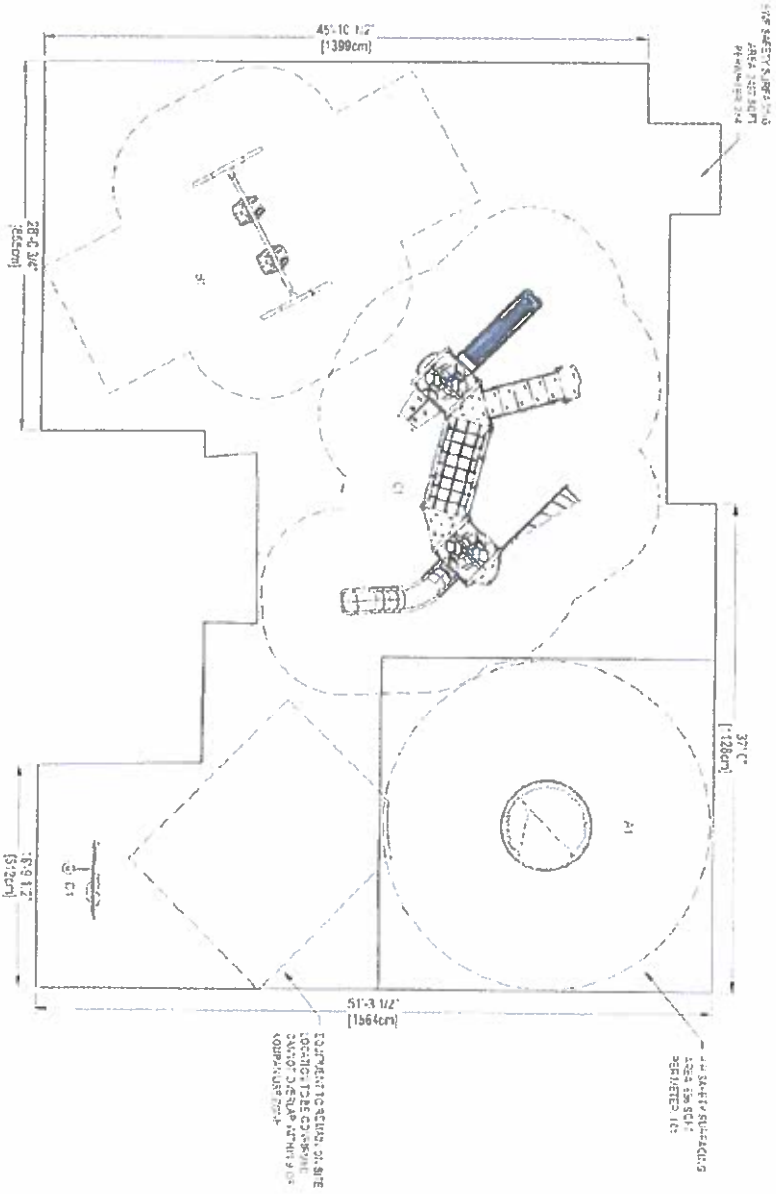
KOMPAN Authorized Signature:

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

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

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

|     |                   |            |                 |           |
|-----|-------------------|------------|-----------------|-----------|
| NO. | REVISION          | DATE       | BY              | CHKD.     |
| 1   | ISSUED FOR PERMIT | 08/11/2020 | J. J. [unclear] | [unclear] |
| 2   | FOR PERMIT        | 08/11/2020 | J. J. [unclear] | [unclear] |



1414 Colusa Street

Site Plan



COMPASSION, INC. DESIGN  
 1414 COLUSA STREET  
 SACRAMENTO, CA 95811  
 TEL: (916) 441-1111  
 WWW.COMPASSIONINC.COM

|                 |                    |                 |                    |
|-----------------|--------------------|-----------------|--------------------|
| PROJECT NO.     | 22-000             | DATE            | 08/11/2020         |
| PROJECT NAME    | 2                  | PROJECT NAME    | 2                  |
| PROJECT ADDRESS | 1414 COLUSA STREET | PROJECT ADDRESS | 1414 COLUSA STREET |



COMPASSION, INC.  
 1414 COLUSA STREET  
 SACRAMENTO, CA 95811

ITEM NO: J-13  
APPROVE THE UTILITY EASEMENT  
AGREEMENT BETWEEN THE CITY OF  
CORNING AND THE CORNING  
ELEMENTARY SCHOOL DISTRICT AND  
AUTHORIZE THE CITY CLERK TO RECORD  
THE AGREEMENT

August 8, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TIM POTANOVIC, CITY MANAGER   
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

**SUMMARY:**

As a Condition of Approval for the construction of a new communications tower on the Corning Elementary School District parcel located on the northeast corner of Hoag Street and Marin Street the District was required to obtain a utility easement across Marin Street, a City right of way, to encompass the underground crossing of a communications conduit. The District is also required to register this crossing with USA North so that at any time construction is to occur in this location the District will be notified and be the responsible entity to mark the crossing location therefore taking the liability off the City.

**BACKGROUND:**

The proposed communication tower is in conjunction with 4 other on-campus communications towers that will provide educational filtered internet to the students within the surrounding Corning area. The Utility Easement Agreement and associated Exhibit A and Exhibit B are attached for review. Once approved by Council the City Clerk will process and record the agreement with the Tehama County Records Office.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF CORNING AND THE CORNING ELEMENTARY SCHOOL DISTRICT AND AUTHORIZE THE CITY CLERK TO RECORD THE AGREEMENT.**

RECORDING REQUESTED BY:

City of Corning  
794 Third Street  
Corning, CA 96021

WHEN RECORDED MAIL DOCUMENT  
TO:

City of Corning  
794 Third Street  
Corning, CA 96021

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**UTILITY EASEMENT AGREEMENT**

This UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of August, 2023 by and between City of Corning, a municipal corporation, and its successors and assigns, (collectively, the "Grantor"), and the Corning Elementary School District, and its heirs, successors and assigns (collectively, the "Grantee"). For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "Easement Property") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other regulated utility service system (the "System"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "Utility Facilities"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to



and from the Easement Property.

2. Grantor's Rights and Obligations: Subject to the express limitations in Section 2 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 12 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 12 inches.

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Utility Facilities.

3. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property.

b. Except as stated in Section 3(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

c. Upon completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee, including reseeding or resodding. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place

as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

4. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

5. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

6. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of California. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

IN WITNESS WHEREOF, the Parties have executed and delivered this Utility Easement Agreement as of the date first herein above written.

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

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

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss:

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

FOR NOTARY SEAL OR STAMP

**EXHIBIT A**

The following described land is situate in the City of Corning, County of Tehama, State of California, being a portion of Marin Street and Hoag Street as shown on the Amended Map No. 2 of the Western Addition to the Town of Corning filed for record in Book B of Maps, at Page 7, Tehama County Records, more particularly described as follows:

A strip of land 8.00 feet in width, the centerline of which is more particularly described as follows:

**COMMENCING** at the Northwest corner of the School House Block as shown on said Map;

thence along the westerly extension of the northerly line of said School House Block, North 90°00'00" West, a distance of 77.01 feet to the **TRUE POINT OF BEGINNING**;

thence leaving said westerly extension, North 5°20'06" West, a distance of 80.35 feet, to a point in the southerly line of Block 45 as shown on said Map, said point being distant 4.48 feet from the Southeast corner of said Block 45, said point also being the **POINT OF TERMINATION**.

Th sidelines of said strip are to be lengthened or shortened so as to begin in said westerly extension, and to terminate in the southerly line of said Block 45.

**CONTAINING** 643 Square Feet, more or less.

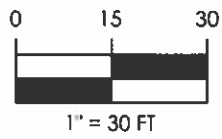
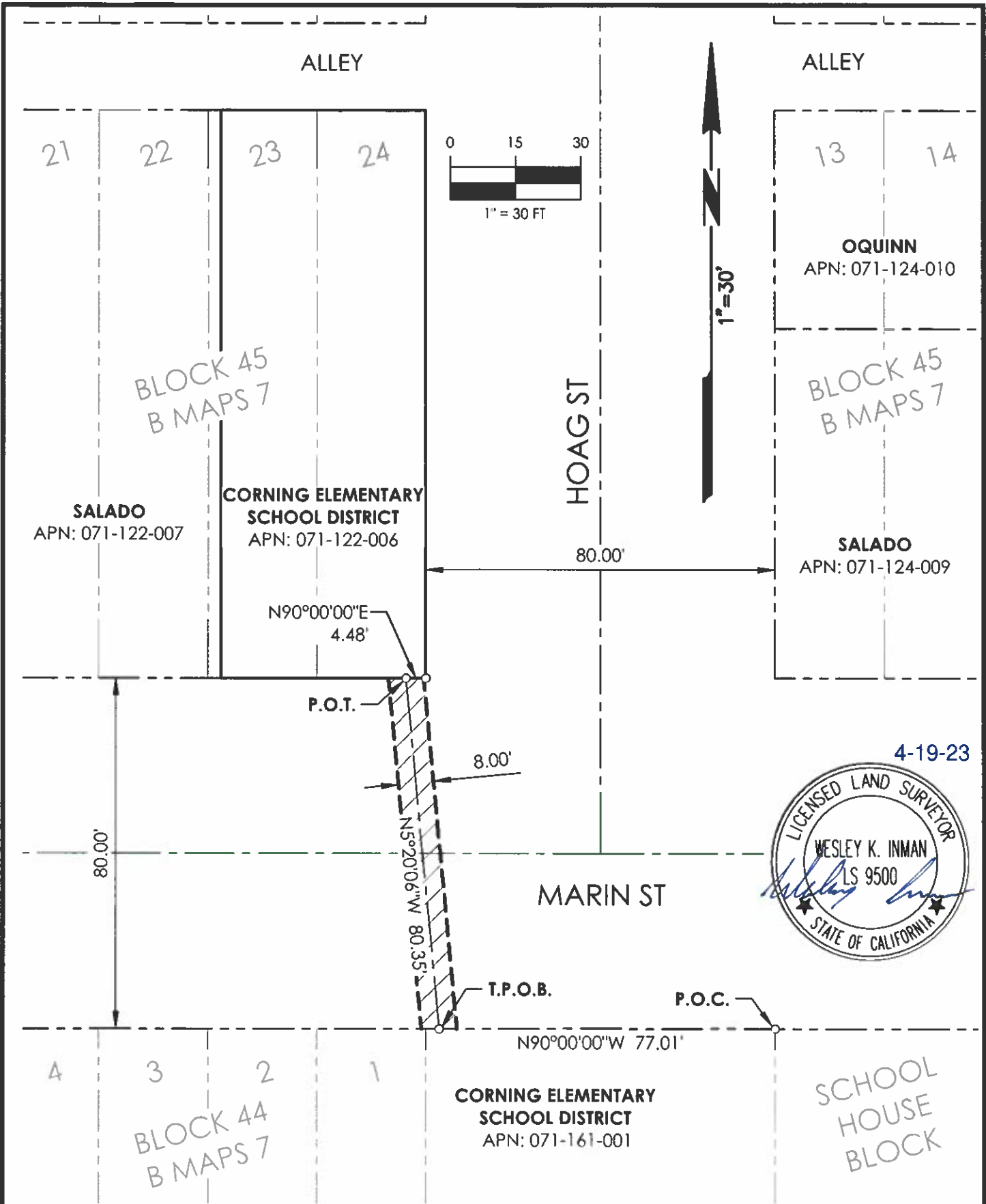
**SUBJECT TO** all covenants, rights, rights-of-way, and easements of record, if any.

**EXHIBIT "B"** attached and by this reference made a part hereof.

THIS DESCRIPTION WAS PREPARED BY ME:

  
\_\_\_\_\_  
Wesley K. Inman L.S. 9500





**ITEM NO.: J-14  
APPROVE AGREEMENT WITH THE PASKENTA  
BAND OF NOMLAKI INDIANS FOR CONTINUATION  
OF GRANT FUNDS FOR THE YOUTH RECREATION  
AND ENRICHMENT PROGRAM,  
AUGUST 8, 2023**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: TIM POTANOVIC, INTERM CITY MANAGER** *to*  
**CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR** *cm*

**SUMMARY:**

The Promise Neighborhood Grant Project Director for the Paskenta Band of Nomlaki Indians approached the City with the offer of additional funding for the City's Recreation Program. The proposed Agreement (attached) will provide funding in the amount of \$70,000 to the City's Recreation Program for the term of August 1, 2023, to June 30, 2024. This grant funding was awarded to the Tribe for the Everett Freeman Promise Neighborhood Initiative ("Corning Promise") from the California Department of Social Services Budget Act of 2022 Assembly Bill No. 178. The grant's target result is to contribute to the goal of student success by building a stronger, more resilient community.

The funding will be used to continue support to the recreation and enrichment programming for children in the Corning, Paskenta, and Rancho Tehama areas. It will also contribute funds for:

- Supporting the City's Recreation Coordinator and her Assistant for time spent coordinating and managing the Program;
- The purchase of educational and recreation supplies;
- Costs for storage Program supplies and equipment;
- Facility use fees and facility cleaning; and
- Pay the Facilitators/Instructors for delivering and coordinating recreation/enrichment activities.

Grant funding cannot be used for food, beverages, or one-time activities that are not aligned with reaching the goal of changing developmental and educational outcomes.

The City will initiate and sustain partnerships with families, community-based organizations, School Districts; and will partner with River Cities Counseling to increase the number of "opportunity youth" participating in the Program. The City will also continue working with the High School to recruit Student Volunteers to assist in the Recreation Program. The local objectives are:

- 750 youth will participate in recreation programming each year,
- Obtain a 5% increase per year in social media followers; and
- Obtain 10 plus student volunteers.

Under the terms of the Grant, the City is required and will report bi-annually to the Corning Promise Director on the recreation and enrichment activities. The Corning Promise Director will meet with the City's Recreation Coordinator and the City Manager every quarter to obtain and discuss updates. Staff believes these goals are realistic and achievable and is grateful the Paskenta Band of Nomlaki Indians are providing this opportunity to the youth in the City and surrounding communities.

**FINANCIAL IMPACT**

Under the proposed Agreement, the Tribe, through the Promise Neighborhood Grant will provide funding in the amount of \$70,000 for the Recreation Program through June 30, 2024. The City is required to provide a soft grant match of 20% that can be met through administrative support, facility usage, volunteers, and/or direct support as required from the City.

**RECOMMENDATION**

**MAYOR AND COUNCIL:**

- **APPROVE THE AGREEMENT BETWEEN THE CITY OF CORNING AND THE PASKENTA BAND OF NOMLAKI INDIANS FOR CONTINUED SUPPORT OF THE YOUTH RECREATION AND ENRICHMENT PROGRAM; AND**
- **ACCEPT THE FUNDING IN THE AMOUNT OF \$70,000.**

## INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made and entered into as of the first day of **August 01, 2023**, by and between the Paskenta Band of Nomlaki Indians (the "Tribe"), a federally recognized Indian tribe, and the **City of Corning** ("Contractor").

WHEREAS, the California Department of Social Services awarded funds to the Tribe for the Everett Freeman Promise Neighborhood Initiative ("Corning Promise") from the California Budget Act of 2022 Assembly Bill No. 178 (the "Grant");

WHEREAS, the Tribe and certain organizations with which it collaborates provide various services to Tribe members and the surrounding community, including education in Tehama County, California, that depend on grant funds from federal and state agencies and foundations;

WHEREAS, the Grant will support a continuum of solutions to improve the academic and development outcomes of children, youth and young adults residing within the Corning Union Elementary School District attendance area and to students currently enrolled in the Corning Union High School District;

WHEREAS, the Tribe has determined that successful administration of the Grant requires partnerships with local entities such as Contractor to deliver services and track results and desires to engage and contract for the services of Contractor to perform certain tasks as set forth herein;

WHEREAS, the Tribe is required under federal law to conduct background investigations to ensure certain minimum standards of character for individuals whose job requires contact with and/or control over children and the Tribe has enacted a background investigation policy (the "Policy") that requires that employees of entities who partner with the Band in connection with the Grant ("Contractor Employees") be subject to background investigations to the satisfaction of the Band before any Contractor Employee may be hired to work in connection with the Grant; and

WHEREAS, Contractor desires to enter into this Agreement and perform as an independent contractor for and on behalf of the Tribe and is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants, and the terms and conditions contained herein, the parties hereby mutually agree:

1. Engagement. The Tribe hereby engages Contractor as an independent contractor only, and Contractor hereby accepts such engagement with the Tribe upon the terms and conditions set forth in this Agreement.

2. Relationship of Parties/Independent Contractor Status. Contractor shall provide services, as more particularly described in Exhibit A attached to this Agreement (the "Scope of Work"), to and on behalf of the Tribe hereunder as an independent contractor, and nothing

contained in this Agreement shall be construed to create the relation of employer and employee between the Tribe and Contractor.

(a) *Status as Independent Contractor.* This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and that neither Contractor nor any of its members, managers, employees, contractors or agents (any such person, "Contractor Personnel") shall be an employee of the Tribe for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and California and tribal unemployment, workers' compensation, and wage and hour laws. Contractor represents and warrants that Contractor and each Contractor Personnel shall perform the services set forth in the Scope of Work as an independent contractor for whom no federal or state income tax will be withheld by the Tribe and that Contractor and all Contractor Personnel will be responsible for paying any income taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities in accordance with all provisions of federal and state law. Contractor hereby promises and agrees to indemnify the Tribe for any damages or expenses, including taxes, penalties, costs, expenses and fees and attorneys' fees, incurred by the Tribe resulting from Contractor's failure to pay any such taxes.

(b) *Withholding of Taxes.* Contractor recognizes and understands that the Tribe shall not be responsible for withholding taxes with respect to compensation paid for services performed under this Agreement. If the Tribe is at any time required to pay or withhold any taxes or make any other payment with respect to fees payable to Contractor under this Agreement, Contractor authorizes the Tribe to make corresponding deductions from any sum due to Contractor under this Agreement. At the Tribe's request, Contractor shall provide proof of required tax payments.

(c) *Benefits.* No Contractor Personnel shall be entitled to any of the benefits that may be provided to the employees of the Tribe, including without limitation any group life insurance, hospitalization, retirement or pension benefits, sick leave, vacation leave, worker's compensation or other benefits afforded to the Tribe's employees. Contractor acknowledges that no Contractor Personnel shall have any claim against the Tribe hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. In the event that any Contractor Personnel is subsequently reclassified as an employee, such reclassification will not be done on a retroactive basis to require the payment of such benefits.

(d) *Computing Devices or Other Technical Equipment.* Use of computing devices purchased with Promise Neighborhood funds shall be governed by the Tribe and the California Department of Social Services. Contractor shall comply with all current and any future California Department of Social Services regulations.



(c) *Location/Schedule.* Neither Contractor nor any Contractor Personnel will be required to follow or establish a regular or daily work schedule or work out of a particular location; provided, that Contractor [and/or Contractor Personnel] shall be available to meet regularly with the Promise Neighborhood Director to discuss strategy and progress of the allocation of Grant Funds.

(f) *Contractor's Authority to Determine Manner and Means of the Carrying out the Work.* Within the Scope of Work, as defined herein, Contractor shall retain discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement; provided, that Contractor and all Contractor Personnel shall adhere to instructions from the Tribe regarding final decisions for how to allocate and expend the Grant Funds and shall not knowingly or recklessly enter into any binding commitments or contracts regarding how to allocate and expend the Grant Funds on behalf of the Tribe with any third party without prior written authorization from the Tribe.

(g) *Limited Agency Relationship.* The Tribe shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Tribe, ostensibly or otherwise, nor bind the Tribe in any manner, nor represent that it has authority to so act unless Contractor has first received authority in writing from the Tribe that specifically sets forth the terms of such authority and the scope of the action authorized to be taken by Contractor on behalf of the Tribe.

3. Term. The term of this Agreement shall commence on **August 01, 2023**, and unless sooner terminated in accordance with the terms of this Agreement, and shall end on **June 30, 2024**.

4. Scope of Engagement. Contractor and its personnel shall (i) use diligent efforts and professional skills and judgment; (ii) perform all services in accordance with any applicable specifications provided herein and by the Tribe, and (iii) perform all services in accordance with recognized standards of the applicable industry and profession and consistent with past practice. Services under this Agreement will be provided by Contractor personnel. Subject to the confidentiality provisions set forth in Section 9 hereof and applicable law, Contractor is expressly free to perform services for other persons and entities while performing services in accordance with this Agreement.

5. Compensation. The parties agree that Contractor will be compensated for services performed pursuant to this Agreement, payable with approval of the Promise Neighborhood Project Director. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor or any Contractor Personnel in connection with the performance of the services pursuant to this Agreement.

6. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated:

(a) by the mutual agreement of both parties;

(b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party;

(c) by either party with 60 days prior written notice; or

(d) by the Tribe upon at least 14 days' prior written notice in the event that the Grant Funds do not receive congressional appropriation for the full term of this Agreement.

Upon expiration or termination of this Agreement for any reason, or at any other time upon the Tribe's written request, Contractor shall [PROMPTLY/WITHIN 30 days] after such expiration or termination:

(a) deliver to the Tribe all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);

(b) deliver to the Tribe all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material;

(c) permanently erase all of the Confidential Material from Contractor's computer or other device systems; and

(d) certify in writing to the Tribe that you have complied with the requirements of this clause.

(e) confer with the Tribe on the disposition or continued use of computing devices or any other technical equipment at the completion of the grant.

**7. Contractor's Compliance with Law.** Contractor represents that it and all Contractor Personnel will perform such services in conformance with all tribal, state and federal laws, rules, regulations and codes of ethics of any kind that may be required by or applicable to the Scope of Work.

Contractor shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance. Contractor shall promptly provide the Tribe copies of such records as requested by the Tribe. Notwithstanding the foregoing, or anything to the contrary contained herein: (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Department of Education and the Regional Office of the Environmental Protection Agency. (b) Contractor certifies that it is not listed on the government-wide exclusions in the System for Award Management ("SAM") in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Contractor shall promptly notify the Tribe if it becomes listed in SAM and shall immediately forfeit all rights hereunder. (c) Contractor certifies that it will not and has not used Federal or

State appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award. Contractor certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (d) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines. (e) Contractor acknowledges that the Grant Funds have been awarded pursuant to the California Budget Act of 2022 Assembly Bill No. 178. Contractor shall abide by all California Department of Social Services requirements, including but not limited to reporting, audit and recordkeeping requirements. Contractor shall provide reports, undergo audit(s) and maintain records as required by the Tribe and the California Department of Social Service.

#### **8. Compliance with Tribe Policy on Background Investigations.**

##### *(a) Background Investigations.*

- (i) In compliance with the Policy and federal law, Contractor agrees to subject all Contractor Employees to a fingerprint check through the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- (ii) Contractor will ensure that background investigations are conducted at no cost to the Tribe; however, Contractor may expend Grant funds to comply with the Policy's background investigations requirements.
- (iii) No Contractor Employee will be employed or hired in connection with the Grant unless the Tribe is satisfied that the individual has the necessary overall character and fitness to care for the safety and well-being of a child, as determined in accordance with Section 11 of the Policy.
- (iv) Contractor shall maintain in its internal records copies of the results of all investigations performed under this Agreement, which must detail each step taken during the investigation.
- (v) Contractor will certify to the Tribe in writing that there is nothing in the background investigation of each Contractor Employee performing services in connection with the Grant indicating that the employment of each Contractor Employee would be in conflict with the Policy, federal

law, or this Agreement. Contractor's certification to the Tribe shall be in the form attached hereto as **Exhibit B** (the "Certification") as a way to ensure compliance with the Policy. Contractor shall promptly deliver all required Certifications to the Tribe.

- (vi) All background investigations conducted by Contractor shall comply in all respects with the Fair Credit Reporting Act. In doing so, Contractor shall take all steps to maintain the confidentiality of the investigation process and to ensure that the Tribe is only notified of final determinations of Contractor via delivery of the Certifications.
- (vii) The Tribe, at its sole discretion, retains the right to approve or disapprove all Contractor Employees providing services in connection with the Grant at any time.

(b) *Confirmation of Certifications.* The Tribe may at its sole discretion confirm Contractor's performance of background checks to ensure compliance with this Agreement. When requested, Contractor shall provide the Tribe with evidence of Contractor's background investigation, as is required to be maintained by Contractor pursuant to this Agreement.

(c) *Liaison.* Contractor shall designate a liaison who shall be available to answer any questions or to address any concerns that may arise during the performance of this Agreement.

#### 9. Proprietary Information.

(a) Contractor hereby acknowledges that the Tribe has made, or may make, available to Contractor certain confidential financial information, membership information, and other confidential and/or proprietary information of, or licensed to, the Tribe (the "Confidential Material"). Contractor and all Contractor Personnel shall treat as confidential and proprietary any Confidential Information belonging to the Tribe or any third party that is disclosed to Contractor or any Contractor Personnel, or that Contractor or any Contractor Personnel otherwise becomes aware of, in the course of Contractor's services under this Agreement. The Confidential Material is the exclusive property of the Tribe. Contractor shall not, without the prior written consent of the Tribe, disclose or reveal any of said Confidential Material to any third party or use such information for any purposes other than to provide the services required under this Agreement. Contractor further agrees to comply with all reasonable rules established from time to time by the Tribe for the protection of the confidentiality of the Confidential Material. Notwithstanding the foregoing, Contractor may disclose Confidential Material to the extent so required by law or order of court or government agency; provided, that Contractor uses best efforts to give reasonable prior notice of any such disclosure to the Tribe.

(b) Contractor further agrees that all intellectual property developed by Contractor or any Contractor Personnel while accomplishing the Scope of Work (a "Development") shall be considered a work-for-hire under applicable law and shall be the sole and exclusive property of the Tribe, and in the event that any Development does not qualify for treatment as work-for-hire under applicable law, Contractor hereby assigns to the Tribe all rights, title, and interest in and to such Development and agrees to execute any document necessary to effect such assignment.

(c) Contractor also agrees that, immediately upon request from the Tribe, Contractor shall return to the Tribe all Confidential Material or proprietary property or documents obtained by Contractor in the performance of services under this Agreement. Contractor shall notify each person to whom any authorized disclosure is made that such disclosure is made in confidence and that the Confidential Material shall be kept in confidence by such persons.

10. Assignment. This Agreement may not be assigned by either party unless agreed to in writing by the Tribe and Contractor.

11. Hold Harmless/Indemnification. Contractor hereby releases and agrees to hold the Tribe harmless of any and all claims Contractor or any Contractor Personnel might have against the Tribe as a result of personal injuries sustained during the term of this Agreement, except to the extent resulting from the Tribe's negligence. Each of the parties to this Agreement shall defend, indemnify, and hold harmless the other from any and all damages expenses or liability resulting from or arising out of, any representations, acts, omissions, negligence or misconduct on the part of the indemnifying party, violation of law or from any breach or default of this Agreement which is caused or occasioned by the acts of the indemnifying party, or its owners, members, principals, employees or associates. The Tribe may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Tribe and the laws of the State of California. In the event of any conflict between the laws of the Tribe and the laws of the State of California, the laws of the Tribe shall control in all respects.

13. Modification. This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by both Contractor and the Tribe.

14. Obligations Beyond Terms of Agreement. The obligations of Contractor and the Tribe set forth in Sections 9 and 11 shall survive the termination or expiration of this Agreement.

15. Severability. If any term or provision of this Agreement or its application to any party or circumstances shall be declared invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In such event, the parties shall use their best efforts to replace the invalid or unenforceable

provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Tribe and Contractor with respect to the subject matter hereof and supersedes and cancels any prior understanding or Agreement, written or oral, express or implied, between the Tribe and Contractor relating to the subject matter hereof.

17. **Counterparts.** This Agreement may be executed in two counterparts (including via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

18. **Insurance.** Throughout the term of this Agreement and any extensions or renewals thereof, Contractor shall maintain at his/her/its sole expense general liability insurance in such amounts as the Tribe shall reasonably require and approve, listing the Tribe as an additional insured. Upon execution of this Agreement, and at any time thereafter upon five (5) days of a request from the Tribe, Contractor shall provide the Tribe with written evidence satisfactory to the Tribe of Contractor's compliance with the insurance requirements under this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Tribe and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives as of the date first written above.

PASKENTA BAND OF NOMLAKI INDIANS

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

Name:

Title:

\_\_\_\_\_  
Signature

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

CITY OF CORNING

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

Name:

Title:

\_\_\_\_\_  
Signature

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

## EXHIBIT A: SCOPE OF WORK CITY OF CORNING

Exhibit A of the Agreement details the services, description of activities, payment terms, accountability measures, and reporting obligations.

### 1. SERVICES

COMPONENT 1: CITY.2023.01  
PROGRAM NAME: Recreation Program  
Aug 2023 – Jun 2024: \$70,000

Target Result: Contribute to the goal of student success by building a stronger, more resilient community.

Description: The Paskenta Band of Nomlaki Indian tribe will use funds to support recreation and enrichment programming for children in the Paskenta-Corning-Rancho Tehama footprint. The programming will enhance the quality of life for children by offering diverse, low- or no-cost activities to children from preschoolers to high school-age young adults. The activities will be well-supervised and structured to encourage positive socialization, appropriate behavioral development, enhanced self-esteem, and support healthy social-emotional and physical development. The selection of activities will be based on interests and needs (i.e., socialization) and structured around high and positive acquaintance potential.

The City of Corning's Recreation and Enrichment program will be a way to foster meaningful connections and strengthen the "community." As such, the City of Corning will initiate and sustain partnerships with families, community-based organizations, and school districts. The City will partner with River Cities Counseling to increase the number of "opportunity youth" participating in the program. The City will also work closely with the high school to recruit student volunteers to assist in the recreation program.

PN funds will be used to support the Supervisor and Coordinator's time overseeing the program, purchase educational and recreation supplies, cover storage of items, facility use, facility cleaning, and pay the facilitators for delivering and coordinating recreation/enrichment activities. The funds will not cover food, beverages, or one-time activities that are not aligned with reaching the goal of changing developmental and educational outcomes.

Any revenue from the low-cost courses will be deducted monthly from the overall expenditure.

Objectives/Performance Indicators: To assist in measuring program effectiveness, the local objectives are as follows:

- 750 children will participate in recreation programming each year of implementation.
- Provide a report that includes the following data:
  - Count of participants by activity (non-duplicated by activity)
  - List of recreation activities offered with the number of weeks identified
  - Participant satisfaction survey
- 5% increase per year in social media followers



- 10+ student volunteers assisting each year

The data reporting commitments and the methodology will be provided in the Data Accountability Plan. Any successor Data Accountability Plan will govern the objectives/indicators.

Reporting Expectations: The City of Corning will report bi-annually to the Corning Promise Director on the recreation and enrichment activities. The reports will synthesize information from the performance measures and provide narratives obtained from participants from the last six months. The Corning Promise Director will meet with the City of Corning Recreation Coordinator and City Manager every quarter to discuss updates.

## **2. PAYMENT SCHEDULE**

*Payment Amount:* Payment on this Contract will not exceed \$70,000 per year. Funds cannot be used to purchase food and beverages, or any activities not approved in advance. Invoice(s) must be submitted monthly and will include supporting documentation.

*In-Kind contribution:* The City of Corning will provide matching or in-kind contributions as part of the Contract. The total provided through in-kind contributions will equal 20% of the total funded amount. The City of Corning will maintain necessary documentation of matching (in-kind) funds and provide bi-annual reports on matching funds. Detailed records must support the contribution.

## **3. PROGRESS MONITORING**

The City of Corning will report on the progress of initiatives and will meet with the Corning Promise Director as outlined in the Scope of Work component descriptions.

## **4. PRODUCTS AND PUBLICATIONS**

All products and publications services funded under this contract will use the following statement: "Funding for these services is provided by the California Department of Social Services, administered in partnership with the Paskenta Band of Nomlaki Indians." The Corning Promise logo will be used on all published material, including flyers, posters, social media, and webpage postings.

**EXHIBIT B**

**INDEPENDENT CONTRACTOR CERTIFICATION  
TO THE  
PASKENTA BAND OF NOMLAKI INDIANS**



We, the undersigned Independent Contractor, hereby certify, to the Paskenta Band of Nomlaki Indians ("Tribe") that **City of Corning** ("Independent Contractor") has determined in accordance with the Independent Contractor Agreement ("Agreement") between the Tribe and **City of Corning** and the Tribe's Public Law 101-630 Background Investigation Policy ("Policy") that \_\_\_\_\_ ("Employee"):

- has passed a background investigation and has the necessary overall character and fitness to care for the safety and well-being of a child;

OR

- will be employed and/or retained by Independent Contractor in a capacity for which Employee will NOT be in regular contact with or have control over children at any time.

The Independent Contractor further certifies that employment of the above-named contractor employee would not otherwise conflict with the Policy, Federal law, or the Agreement.

Independent Contractor: **CITY OF CORNING**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ITEM NO.: J-15  
REQUEST CITY COUNCIL DIRECTION  
ON EXTENSION OF POOL SEASON TO  
AUGUST 31, 2023**

**August 8, 2023**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: TIM POTANOVIC, INTERIM CITY MANAGER** *TP*  
**CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR** *CM*  
**ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT**

**SUMMARY:**

The City in past years received requests to extend the pool season, which typically closes the last weekend before school starts. This year that would be August 12, 2023. Lifeguards are available to work the schedule below through August 31, 2023, should the City Council desire to extend the season.

- Lap Swim M-F 6:30-7:30 AM
- Water Aerobics T/Th 5:00-6:00 PM
- Night Swim T/Th 6:30-9:30 PM
- Day Swim Saturday 10:00 AM - 5:00 PM

Beyond August 29<sup>th</sup> staffing the pool would be difficult.

Should the City Council approve an extension of the pool season, a decision will also need to be made on whether to charge additional fees to those with season passes and for lap swimmers. The per week charge for lap swimming is \$5.50. The per week cost for individual and family season passes is \$5 and \$7.50, respectively. Should the City Council decide to charge additional fees for season pass holders, pool staff will likely yield many complaints. Staff suggest charging no additional fees for season pass holders this summer, but direct staff to review fees for next summer understanding the extended pool season. The City has not increased pool fees since 2016.

**FINANCIAL:**

The cost to operate the pool for an additional two-week period is roughly \$4,000 for labor and \$3,892 for operations (total cost of \$13,628/7weeks of pool season thus far). The City is experiencing an increase in chlorine consumption this year. Daily operation costs this pool season (excluding labor) average \$324. Daily lifeguard costs depend on the number of lifeguards on duty based on the type of activities (open swim, lap swim, water aerobics, etc.).

Should the City Council approve this additional expenditure a mid-year budget adjustment will be requested.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. AUTHORIZE THE CITY POOL TO REMAIN OPEN THROUGH AUGUST 31, 2023 FOLLOWING THE AFOREMENTIONED SCHEDULE; AND**
- 2. DIRECT STAFF ON FEES DURING THE EXTENDED POOL SEASON.**